

IDENTIFICATION CARD OF THE AGREEMENT WITH THE FELLOWSHIP HOLDER
UNDER FOREIGN DOCTORAL FELLOWSHIPS PROGRAMME
NAWA PRELUDIUM BIS 1

DATA OF THE AGREEMENT			
1. Number of the decision	[number]	2. Number of the agreement	[number]
3. Start date	[date]	4. End date	[date]
DATA OF THE FELLOWSHIP HOLDER			
5. Fellowship Holder	[full name]		
6. Address	[address]		
7. ID or Passport no.	[number]		
BANK DATA			
8. Account holder	[full name]		
9. IBAN (account no.)	[number]		
10. Account currency	[currency]	11. SWIFT	[code]
FINANCING			
	Funds granted (%)	Amount	Payment deadline
12. Funds granted	100%	[amount] PLN	n/a
13. I Pre-financing payment	[90 %]	[amount] PLN	Not earlier than 3 months before the Fellowship starts
14. Balance payment	[up to 10 %]	[amount] PLN	Within 30 days from the approval of the Final Report
REPORTING			
15. Final report	Reporting period	From [date]	Till [date]

DECLARATION OF THE FELLOWSHIP HOLDER

I confirm the compliance of the above data with the factual and legal status and I acknowledge that this page of the Agreement constitutes its integral part.

AGREEMENT NO. PPN/STA/2020/1/...../U/0001

hereinafter referred to as "the Agreement", concluded in Warsaw between:

the Polish National Agency for Academic Exchange - a public legal person established on the basis of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw at: ul. Polna 40, 00-635 Warszawa, with tax id. no. (NIP): 5272820369 and statistical no. (REGON: 368205180), hereinafter referred to as "**the Agency**", represented by its legal representative in accordance with the rules of its representation for the purpose of concluding this Agreement,

and

Mr / Ms ..., resided at: ..., personal id. no. (PESEL) (if applicable) ..., holder of the identity card/ passport number ..., issued by ... valid until ..., hereinafter referred to as "**the Fellowship Holder**"

hereinafter jointly referred to as "**the Parties**",

with the following content:

§1

Subject matter of the Agreement

1. The subject matter of the Agreement constitutes the implementation by the Fellowship Holder of a foreign fellowship (hereinafter "Fellowship") under the Foreign Doctoral Fellowship Programme NAWA Preludium BIS 1 (hereinafter "the Programme").
2. The Fellowship shall be implemented in accordance with the Fellowship Holder's application referred to in § 3 section 1 point 3 of the Agreement, based on the decision of the Agency Director No. of ... granting funds under the Programme (hereinafter "the Decision").
3. The Fellowship shall be implemented by the Fellowship Holder in the following foreign research or academic centre: ... */name and address/* (hereinafter referred to as "the Host Centre").
4. The Agreement specifies the terms of the Fellowship, the rules of its financing and settlement of funds as well as mutual rights and obligations of the Parties.

§2

Fellowship implementation period

The Fellowship shall be implemented from ... */day-month-year/* to ... */day-month-year/*.

§3

Terms of performance of the Agreement

1. The Fellowship Holder undertakes to implement the Agreement on the basis of:
 - 1) generally applicable provisions of law,

- 2) provisions of the Agreement,
 - 3) the Fellowship Holder's application submitted under the recruitment procedure for the Programme, hereinafter referred to as "the Application", in particular the planned program and schedule of the Fellowship, constituting Annex no. 1 to the Agreement,
 - 4) the Programme regulations, hereinafter referred to as "the Regulations", constituting Annex 2 to the Agreement,
 - 5) internal regulations in force in the Host Centre, unless they are inconsistent with generally applicable provisions of law and the documents listed in points 2 - 4 above.
2. Declarations submitted as part of the recruitment procedure for the Programme shall be binding during the term of the Agreement.
 3. The Agency shall not be liable for any damages incurred by the Fellowship Holder or third parties arising from the performance of the Agreement.
 4. The Fellowship Holder shall be responsible for the implementation of the Fellowship and for the correct spending of the allocated funds.

§4

Obligations of the Agency

As part of the implementation of the Agreement, the Agency undertakes to:

- 1) supervise the performance of the Agreement and the correctness of settlement of funds by the Fellowship Holder,
- 2) disburse the awarded funds under the Agreement to the Fellowship Holder's bank account indicated in § 6 section 2 of the Agreement, subject to §6 section 4 of the Agreement.

§5

Obligations of the Fellowship Holder

As part of the implementation of the Agreement, the Fellowship Holder undertakes in particular to:

- 1) implement the Fellowship project on a continuous basis for the entire duration of the Fellowship, in accordance with the Application,
- 2) upload in the Agency's ICT system, within 30 days from starting the Foreign Fellowship, confirmation from the Host Centre of starting the Fellowship, in accordance with the Regulations,
- 3) timely submit the Final Report, along with the required attachments, in accordance with §8 of the Agreement,
- 4) possess health insurance in the country where the Host Centre is located, in accordance with § 7 of the Agreement,
- 5) inform the Agency about changes in the implementation of the Fellowship,
- 6) inform the Agency on an ongoing basis about its special scientific or didactic successes related to the implementation of the Fellowship,
- 7) settle the received funds in accordance with the Agreement,
- 8) participate in the Programme evaluation, in accordance with § 13 of the Agreement,
- 9) meet other requirements specified in the Regulations and in the Agreement.

§6

Financing rules

1. In accordance with the Decision, the funds referred to in Art. 18 section 2 point 1 of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange (i.e. Journal of Laws of 2019, item 1582, hereinafter referred to as "PNAAE") were awarded, in the maximum amount of PLN ... (say: PLN ...) (hereinafter "the Scholarship").
2. The Scholarship shall be transferred by the Agency to the following bank account of the Fellowship Holder: account number ... kept by the bank ..., SWIFT: ..., on the following dates:
 - 1) advance payment - in the amount of 90% of the total amount of financing, i.e. PLN ... (say: PLN ... 00/100), not earlier than 3 months before the start of the Fellowship,
 - 2) balancing payment - up to 10% of the total amount of financing, i.e. PLN ... (say: PLN ... 00/100), within 30 days from the approval of the Final Report.
3. The date of payment of the Scholarship shall be the day of debiting the Agency's bank account.
4. Disbursement of the funds shall take place, provided that the Agency receives the appropriate subsidy for the Programme implementation and the funds are available on the Agency's bank account. The Agency shall not be responsible for delays in transferring its funds by the Ministry of Science and Higher Education as part of a targeted subsidy.

§7

Insurance

1. The Fellowship Holder shall be obliged to possess at least basic health insurance, covering in particular costs of treatment and transport to the hospital, for the period of the stay at the Host Centre as well as the period of travel to the Centre and return travel to Poland.
2. A Fellowship Holder who is a citizen of one of the European Union Member States, provided that he/she is insured there, shall be required to have at least the European Health Insurance Card, if the Host Centre is located in a European Union or European Free Trade Association Member State;
3. The Fellowship Holder shall be obliged to provide the Agency with confirmation of having the insurance referred to in section 1 or 2, by uploading it in the Agency's ICT system within 30 days from the start of the Fellowship.

§8

Report of Fellowship Holder

1. The Fellowship Holder shall be obliged to submit a final report (hereinafter "the Final Report"), within 30 days from the end date of the Fellowship indicated in §2 of the Agreement, via the Agency's ICT system using the forms available there and in accordance with the rules of their completion.
2. If an incomplete or incorrectly completed Final Report is submitted, the Agency shall submit its comments via the Agency's ICT system and shall call the Fellowship Holder to correct or

- supplement the Final Report, within 14 days from the date of receipt of the comments in the ICT system, on the terms and subject to consequences specified in the Regulations.
3. The Fellowship Holder shall attach to the Final Report, the opinion of the representative of the Host Centre on the course of the Fellowship, the results achieved and the possibilities of further cooperation with the Fellowship Holder. The opinion has to contain the confirmation of the dates of the Fellowship at the Host Centre, including confirmation that the Fellowship Holder has not stayed outside the Host Centre for a period longer than 1/10 of the total duration of the stay.
 4. The Fellowship Holder shall attach to the Final Report scans of the travel documents referred to in Chapter 6.3 of the Regulations and, in the event of a disabled person with a personal assistant - the personal assistant's declaration and travel documents.
 5. The model Final Report constitutes Annex no. 3 to the Agreement.
 6. Correctly prepared Final Report (complete and formally correct) shall be assessed by the Evaluation Team appointed by the Agency Director (hereinafter referred to as "the Team") in terms of reliability and compliance of the Fellowship with the Regulations, the Agreement and the Application.

§9

The manner and procedure for supervising the performance of the Agreement by the Agency

1. The Agency shall supervise correct implementation of the Agreement.
2. The supervision shall include in particular:
 - 1) ad hoc supervision, in particular the Agency's right to request explanations, information, and any documentation related to the Fellowship from the Fellowship Holder, within the time limit set by it, not shorter than 7 days;
 - 2) assessment of the Final Report;
 - 3) the right of the Agency Director to terminate the Agreement in accordance with §10 of the Agreement.
3. The Fellowship Holder shall be obliged to immediately inform the Agency of any significant problems or irregularities in the performance of the Agreement, including any possible conflict with the Host Centre, which threaten or may threaten the correct performance of the Agreement.
4. The Fellowship Holder shall be obliged to immediately inform the Agency about any changes of the duration of the Fellowship Holder's stay at the Host Centre or other significant changes in the implementation of the Fellowship.
5. The Fellowship Holder shall be obliged to immediately provide the Agency with the information regarding the implementation of the Agreement, including all detailed information required by the Agency to verify that the Fellowship is being implemented correctly.
6. At the request of the Agency, the Fellowship Holder shall be obliged to provide documentation confirming implementation of the activities and achievement of the assumed results specified in the Application.

§10

Termination of the Agreement

1. In the event of a breach of the Agreement by the Fellowship Holder, including in particular the breach of obligations set out in §5 of the Agreement as well as in the event of ignoring calls for improvement of activities made by the Agency or the Host Centre, the Agency may terminate the Agreement with immediate effect, after calling the Fellowship Holder to cease violations, or remove or remedy the effects of violations of the Agreement within the prescribed period, not longer than 14 days.
2. The Agency shall be entitled to terminate the Agreement with immediate effect, without the obligation referred to in section 1, in the following cases:
 - 1) gross violation of the provisions of the Agreement, which justifies the immediate termination of the Agreement;
 - 2) repeated violations of the Agreement, despite calling the Fellowship Holder to cease the violations, remove or remedy their effects, in accordance with section 1 above;
 - 3) the Fellowship Holder provides false information or a false declaration in the Application or Reports;
 - 4) the Fellowship Holder's behaviour breaches legal and cultural norms in force in the country of the Host Centre;
 - 5) failure to submit the Final Report within the specified period as well as failure to correct or complete the Final Report in accordance with the Agreement or the Regulations;
 - 6) failure to submit the confirmations referred to in § 5 point 2 and §7 section 3 of the Agreement;
 - 7) conviction by a valid and final court judgment for a crime committed intentionally or an intentional fiscal crime.
3. In the event of termination of the Agreement by the Agency with immediate effect, for reasons attributable to the Fellowship Holder, the Fellowship Holder shall be obliged to reimburse all received funds together with statutory interest calculated from the date of transfer of these funds by the Agency to the date of their reimbursement, within 14 days from the day of termination of the Agreement. As the date of reimbursement of the funds shall be considered the date on which the Agency's account is credited.
4. The Agreement may be terminated by mutual agreement of the Parties, if the circumstances occur which prevent or may significantly impede the performance of the Agreement. In such a case, the Parties shall agree the terms, including the financial terms, of termination of the Agreement.

§11

Settlement of the Agreement and return of the funds granted

1. The Agency shall settle the Agreement after the assessment of the Final Report.
2. The settlement shall take into account any deviations occurring during the Fellowship implementation, affecting the amount of funding granted, in particular related to the limitation of the Fellowship implementation period.
3. Unutilized or incorrectly utilized funds shall be deducted from the balancing payment or reimbursed to the Agency's bank account within 14 days from the date of the call for their

reimbursement, if their amount exceeds the amount of the balancing payment. Statutory interest for late payment shall be charged on the funds utilized incorrectly, returned after the deadline referred to in the first sentence, starting from the day following the day on which the deadline lapsed.

4. As a result of the settlement, the Agreement may be considered:
 - 1) performed,
 - 2) performed with identified irregularities - with the obligation to reimburse some funds,
 - 3) not performed - with the obligation to reimburse all funds.
5. Whenever the Agreement mentions the date of transferring funds to the Fellowship Holder, the date of transfer shall be considered the date on which the Agency's bank account is debited. Whenever the Agreement mentions the reimbursement of funds, the day of the reimbursement shall be considered the date on which the Agency's bank account is credited.

§12

Promotion and dissemination of the image

1. The Fellowship Holder shall be obliged to place on all publications resulting from the Fellowship the information in Polish or English on the financing of the Fellowship by the Polish National Agency for Academic Exchange under the Programme.
2. Publications, works, materials and documents as well as other effects not marked in accordance with section 1 shall not be treated as results of the Fellowship implementation and shall not be taken into account at its settlement.
3. Under the Agreement, the Fellowship Holder grants consent to the Agency to disseminate his/her image as well as film and promotional materials with his/her participation recorded in connection with the Fellowship, without any time and territorial restrictions.
4. The consent referred to in section 3 includes the use of the Fellowship Holder's image by the Agency or other persons acting on behalf of the Agency, recording and reproducing the Fellowship Holder's image through any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the statutory objectives of the Agency.
5. The Fellowship Holder authorizes the Agency to disseminate the information about the Project, including its assumptions, goals, achieved results, etc.

§13

Evaluation

1. The Fellowship Holder is obliged to participate in the Programme evaluation conducted by the Agency, on the terms and conditions set out in Chapter 8 of the Regulations, i.e. by completing the evaluation questionnaire within 30 days of the end of the Fellowship.
2. As part of the Programme evaluation, the Fellowship Holder shall also be obliged to take part in evaluation studies conducted at the request of the Agency, in accordance with the research methodology adopted by the Agency. The parties agree that the Fellowship Holder may be required to participate in the studies once during the Fellowship and once within 2 years from the end of the Fellowship.

3. The Agency guarantees the confidentiality of opinions and information provided by entities participating in the evaluation and declares that the data submitted as part of the evaluation process shall not affect the terms of payment of the awarded funds.
4. The Fellowship Holder shall also be obliged to participate in evaluation studies conducted by the Ministry of Education and Science on the terms specified by the Ministry.

§14

Force Majeure

1. The Parties shall be relieved from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. By force majeure, the Parties understand in particular an extraordinary, external and unforeseeable event, in particular an accident, fire, flood, riots, civil war, terrorist act, state of emergency as well as an epidemic, epidemic threat, pandemic etc., an act of authorities of state bodies on which the party breaching the Agreement had no influence and which could not have been prevented by exercising due diligence.
3. By force majeure referred to in section 1 the Parties also understand the persisting state of emergency as well as the state of epidemic, epidemic threat, pandemic etc., an act of authorities of state bodies on which the party breaching the Agreement had no influence and which could not have been prevented by exercising due diligence.
4. A party may only invoke the occurrence of force majeure if it immediately, but not later than within 3 days, informs the other Party about the occurrence of force majeure together with the description of the situation or event, the expected duration of force majeure and its foreseeable consequences.
5. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
6. In the event of occurrence of force majeure limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.

§15

Changes to the Agreement

1. Any changes to the Agreement require drafting an addendum in writing or in documentary form via the Agency's ICT system. The Fellowship Holder shall be obliged to submit a fully substantiated request specifying the proposed changes to the Agreement.
2. The Fellowship Holder shall be entitled to make changes to the activities planned in the Application with the consent of the Agency. The legitimacy of the changes shall be assessed by the Team. Any changes made should be described in the Final Report.

§ 16

Personal Data Protection

The rules of personal data protection are set out in Chapter 10 of the Regulations.

§17

Final Provisions

1. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
2. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code as well as other applicable provisions of law and the Regulations shall apply.
3. The Parties agree that the law applicable to the obligations arising under the Agreement shall be Polish law.
4. Disputes arising from the performance of the Agreement shall be settled by the common court competent for the venue of the registered office of the Agency.
5. The Fellowship Holder shall be obliged to notify the Agency through the Agency's ICT system of any changes of essential data entered in the Agreement (including change of his/her name and address) within 7 days, under the pain that all actions performed by the Agency using outdated data shall be effective towards the Fellowship Holder.
6. The Agreement has been concluded in a documentary form via the Agency's ICT system and shall enter into force upon its acceptance by the last of the Parties.
7. The Annexes to the Agreement constitute its integral part.

Annexes:

- 1) Application submitted and available in the Agency's ICT system
- 2) Regulations available at: www.nawa.gov.pl
- 3) Model Final Report available at: www.nawa.gov.pl
- 4) Model evaluation questionnaire available at: www.nawa.gov.pl