



**POLISH** NATIONAL AGENCY  
FOR ACADEMIC EXCHANGE

*Appendix 1 to the Announcement*

# **REGULATIONS OF THE PROGRAMMES OF THE POLISH NATIONAL AGENCY FOR ACADEMIC EXCHANGE**

*Programmes for Institutions*

Warsaw, October 2023

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## I. TERMS AND ABBREVIATIONS

- 1) **Agency** – the Polish National Agency for Academic Exchange;
- 2) **Beneficiary** – Applicant who was granted financial resources and signed an Agreement with the Agency under the Programme;
- 3) **Director** – Director of the Polish National Agency for Academic Exchange;
- 4) **External expert** – a person who performs substantive assessment of applications submitted as part of the call for applications for participation in the Programme;
- 5) **International character, internationalisation of doctoral schools** - a set of actions developed in cooperation with foreign scientists or institutions from abroad, it includes cooperation with supervisors or auxiliary supervisors from foreign scientific units, dissemination of research results abroad through, e.g. international publications, preparation of applications o financing research projects and their implementation using the know-how of foreign scientific units or the participation of foreign scientists in these projects, conducting joint initiatives with foreign institutions, e.g. participation in internships, research trips, etc.;
- 6) **Call** – call for applications for participation in the Programme;
- 7) **Announcement** - announcement of the call for applications for participation in the Programme referred to in Art. 19 u.n.a.w.a.
- 8) **Partner** - an entity that has signed a letter of intent with the Applicant and plans joint implementation of the Project in the event of receiving funding from the Agency;
- 9) **Acquired foreign doctoral student** – an acquired foreign doctoral student shall be understood as:
  - a) a foreigner who is a graduate of first-cycle, second-cycle studies or uniform master's studies completed at a foreign institution,
  - b) a foreigner who is a graduate of second-cycle studies completed at a Polish institution or
  - c) a Pole who is a graduate of second-cycle studies completed at a foreign institution who has successfully passed the call organized by the Applicant;
- 10) **Programme** – a given programme specified in the Announcement, serving to implement the Agency's tasks;
- 11) **Project** – a set of actions specified by the Applicant in the application for participation in the Programme;
- 12) **Reviewer** – an external expert performing an individual substantive assessment;
- 13) **Regulations** – regulations of Programmes for institutions;
- 14) **Agency's ICT system** - the system referred to in Art. 14 u.n.a.w.a.;
- 15) **Financial resources** – funds referred to in Art. 18 section 2 point 2 u.n.a.w.a.;
- 16) **u.i.b.** – Act of April 30, 2010 on research institutes;
- 17) **u.n.a.w.a.** – Act of July 7, 2017 on the Polish National Agency for Academic Exchange;
- 18) **u.p.s.w.n.** – Act of July 20, 2018 - Law on higher education and science;
- 19) **u.p.a.n.** – Act of April 30, 2010 on the Polish Academy of Sciences;
- 20) **u.o.r.** – Act of September 29, 1994 on accounting;
- 21) **u.s.b.t.** - Act of February 21, 2019 on the Łukasiewicz Research Network;
- 22) **Project Participant** - a person belonging to the category indicated in the Announcement, they started participating in the Project and, in the case of Programmes financed from PO WER funds, also signed the Declaration of joining the Project;

- 23) **Agreement** – the agreement referred to in Art. 26 of u.n.a.w.a.;
- 24) **Application** - a form completed by the Applicant, submitted as part of the Call via the Agency's ICT System, specifying the scope of planned actions, schedule and budget;
- 25) **Applicant** – an entity that meets the requirements of the Programme and intends to or has submitted an Application;
- 26) **Beneficiary's Manual** - guidelines and rules for the implementation of projects under the Polish National Agency for Academic Exchange programmes - Programmes for Institutions;
- 27) **Foreign graduate** (international alumnus) - a foreign graduate of first-, second-, third-cycle studies at a Polish university or research unit providing education, or a Polish graduate who, after completing studies in Poland, went abroad and stays there for at least half a year;
- 28) **Assessment Team** - a team consisting of external experts, appointed by the Director to carry out substantive assessment of applications in the scope indicated in the Announcement.

## II. GENERAL INFORMATION

### 1. How to use the Regulations

These Regulations define the rules for the Call for applications for participation in Programmes addressed to institutions.

Part I of the Regulations - Terms and abbreviations - contains useful definitions and references to relevant acts.

Part II contains general information about Programmes for institutions, including information about entities authorized to submit applications and information common to all Programmes addressed to institutions.

Parts III - XI, similarly to parts I and II, describe the principles common to all Programs for institutions. Particular attention should be paid to the additional information separated in the parts, applicable to Programmes co-financed from European funds, in particular the PO WER Programme<sup>1</sup>. Information on the source of financing can be found in the Announcement.

When setting all deadlines related to the dates of the project or implementation of actions, the provisions of the Civil Code regarding the calculation of deadlines, i.e. Art. 110 et seq shall apply.

Detailed information about the Call, including deadlines and allocation of funds for the Call, is published in the Announcement.

### 2. Authorized entities

The applicant may be an entity providing education in Poland, i.e.:

- 1) a university referred to in the relevant Act (u.p.s.w.n.);
- 2) Polish Academy of Sciences within the meaning of the relevant Act (u.p.a.n.);
- 3) scientific institute of the Polish Academy of Sciences within the meaning of the relevant Act (u.p.a.n.);
- 4) research institute within the meaning of the relevant Act (u.i.b.);
- 5) an international scientific institute established on the basis of separate regulations, operating in the territory of the Republic of Poland;
- 6) institutes operating within the Łukasiewicz Research Network, referred to in Art. 7 section 1 point 6b of the relevant Act (u.p.s.w.n.)
- 7) federations of entities of the higher education and science system referred to in Art. 165 of the relevant Act (u.p.s.w.n.).

Detailed information about eligible applicants under a given Programme can be found in the Announcement.

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<sup>1</sup> PO WER Programme – Operational Programme “Knowledge Education Development”.

### 3. Information common to all Programmes

#### Information regarding remedial measures used in the event of accidental situations.

Due to the epidemiological situation in Poland and abroad, the Agency recommends including in the projects, in particular, online actions or those that, in the current circumstances, are not burdened with the risk associated with multiple trips, organizing large events, etc. Applicants are asked to carefully analyze the risk for each submitted Project.

#### Information on ensuring accessibility for people with special needs.

Each applicant is obliged to ensure accessibility of the Project and its products and results to all who need it, through the use of universal design and reasonable accommodations. The minimum requirements to ensure accessibility are described in the Polish Act of July 19, 2019 on ensuring accessibility for people with special needs.

At the justified request of a person with a documented disability, the Director of the Agency may waive the application of selected programme rules to that person if their fulfillment would be excessively difficult for them due to the type of their disability, and a deviation from a given rule will contribute to ensuring equal participation conditions for such a person in a competition or project implementation, as compared to other programme beneficiaries.

#### Information on ensuring equal opportunities for women and men

Each applicant is obliged to ensure compliance with the principle of gender equality in actions, products and project results, understood as a state in which women and men are assigned the same social value, equal rights and equal obligations, and when they have equal access to resources (financial, development) that they can use. Equality actions also come down to compensatory actions, consisting in preferential treatment of people from a group that encounters specific barriers and restrictions hindering equal access to resources and social goods.

#### Information regarding sustainable development goals

The Agency recommends that each project complies with the principle of sustainable development. The project's compliance with the principle of sustainable development concerns areas such as: compliance with environmental protection requirements, efficient management of resources, adaptation to climate change and mitigating its effects, preservation of biodiversity, resistance to natural disasters, and risk prevention and management related to environmental protection. A project is consistent with the principle of sustainable development if it has at least a neutral impact on the above-mentioned fields.

### III. SUBMITTING AN APPLICATION FOR FINANCIAL FUNDS AND RESULTING THE CALL

#### 1. Registration and use of the Agency's ICT System

Pursuant to Art. 14. Of the Act u.n.a.w.a., the Agency operates an ICT system in which the data necessary to issue decisions on the allocation of funds under the Agency's Programmes is processed. The scope, rules and conditions of using the system are described in the "Regulations on the use of the Agency's ICT system".<sup>2</sup>

In contacts with the Applicant, correspondence shall be conducted via the Agency's ICT System.

Failure to comply with the indicated form of communication may result in failure to take into account letters, changes or additions submitted by the Applicant via other means of communication. The Applicant is obliged to regularly check the correspondence in the Agency's ICT system after submitting the application.

#### 2. Submitting an application in the Agency's ICT system

To submit an application for participation in the Programme, you must:

- 1) register an account in the Agency's ICT system available on the website <https://programs.nawa.gov.pl>;
- 2) send the completed application with the necessary attachments electronically via the Agency's ICT system.

It is the Applicant's responsibility to check whether the application sending operation was completed correctly. A correctly sent application to the Agency should receive the "submitted" status.

#### 3. General rules for submitting applications

Submitting an application means that the Applicant accepts the rules described in the Announcement, the Regulations and the appendices.

The Agency reserves the right to cancel the call, in particular in the event of significant changes in the law affecting the conditions of call, force majeure events or in other justified cases.

All information necessary for the proper conduct of the call process is published by the Agency on the website [www.nawa.gov.pl](http://www.nawa.gov.pl). It is recommended that Applicants regularly review the information posted on the above-mentioned website.

The applicant is obliged to correctly complete the application in accordance with the instructions contained in the Agency's ICT System, they specify in detail the minimum scope of information necessary to submit in each of the required fields of the application. Substantive information entered

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<sup>2</sup> Regulations available at:

[https://nawa.gov.pl/images/users/629/Regulamin\\_st\\_NAWA\\_wazny\\_od\\_09.08.2019.pdf](https://nawa.gov.pl/images/users/629/Regulamin_st_NAWA_wazny_od_09.08.2019.pdf)



into the Application by the Applicant must be entered in the fields intended for the purpose. Placing descriptions in parts other than those designated or dividing them between different parts will result in lowering the substantive assessment of the application or not awarding points in terms of the appropriate substantive assessment criterion.

The application should be submitted by an authorized person, in accordance with the rules of representation of a given entity. If the application is submitted by a person other than the one specified in the rules of representation, the Applicant is obliged to attach a scan of the power of attorney for that person. A person submitting an application means a natural person to whom an account is assigned in the Agency's ICT System from which the application is submitted.

If more applications are submitted than those resulting from the rules of a given Programme, the applications submitted last will be submitted for assessment according to the time of submission in the Agency's ICT System.

#### **4. List of required attachments to the application**

The Applicant is obliged to attach the following to the Application under the Call:

- 1) the Applicant's current registration document, unless it is available in an appropriate public register kept in electronic form;
- 2) power of attorney to represent the Applicant if the application is submitted by a person other than that indicated in the registration documents (a model power of attorney is an appendix to the Announcement);
- 3) letter of intent, if the application assumes the implementation of the project in partnership and the Programme allows for the implementation of the project in the partnership formula (a model letter of intent is an appendix to the Announcement).

The Announcement of the Call for the Programme may specify additional requirements regarding the required attachments.

#### **5. Assessment of the application**

The application assessment criteria are described for each Programme in the Announcement.

- 1) Formal assessment of the application

The purpose of the formal assessment is to verify applications in terms of meeting the formal criteria indicated in the Announcement and Regulations.

Only applications that are complete and meet the requirements specified in the Announcement for the Call and the Regulations are submitted for consideration. If an incomplete Application is submitted, the Applicant is requested via the Agency's ICT System to complete the Application within 14 days from the date of receipt of the request, with an instruction that failure to complete the application on time will result in the Application not being considered. It is possible to correct the Application once in the above-mentioned scope.

If necessary, the Agency may ask the Applicant to provide additional documents or explanations. Information about the need to supplement/provide explanations to the application will be sent electronically as a notification from the Agency's ICT system to the Applicant's e-mail address. Failure to comply with the indicated form of communication will result in failure to take into account supplements submitted by the Applicant using other means of communication. The Applicant is obliged to regularly check the correspondence in the Agency's ICT System after submitting the Application.

The following applications are left without consideration:

- a) submitted after the deadline specified in the Announcement;
  - b) that do not meet the formal requirements specified in the Announcement.
- 2) Substantive assessment of the application

The purpose of the substantive assessment is to verify applications in terms of meeting the quality criteria indicated in the Announcement.

Only applications that meet the formal criteria are submitted for substantive assessment. The substantive assessment is carried out in accordance with one of the following schemes.

<b>Substantive assessment scheme</b>	<b>Substantive assessment</b>
<b>A</b>	<p>Components of the assessment:</p> <ul style="list-style-type: none"> <li>a) ratings of two Reviewers (arithmetic mean of both ratings);</li> <li>b) assessment by the Assessment Team.</li> </ul> <p>Results of the Reviewers' assessment are forwarded to the Assessment Team. The task of the Team is to assess the applications using the Reviewers' opinions, formulate the final substantive justification for each application and prepare a list of applications recommended for co-financing. The team has a decisive influence on the final assessment of the application and its place on the list of applications recommended for funding. The assessment process takes into account both the assessment criteria specified in the Announcement and the quality of the application in relation to other evaluated applications.</p> <p>The Team assesses all applications that have undergone formal assessment, regardless of the number of points awarded by the Reviewers.</p> <p>At the substantive assessment stage, the application can receive a maximum of 100 points. The components of the assessment are:</p> <ul style="list-style-type: none"> <li>a) assessment by two Reviewers, each of whom may award a maximum of 100 points, and the final assessment of the Application will include the arithmetic mean of the scores awarded by both Reviewers multiplied by a weight of 0.4, i.e. a maximum of 40 points;</li> </ul>

	<p>b) assessment by the Assessment Team, they can award a maximum of 100 points, and the final assessment of the Application will include the assessment of the Team multiplied by a weight of 0.6, i.e. a maximum of 60 points.</p> <p>An application that receives less than 60 points in total and less than 60 percent of points in individual assessment criteria will be considered as not meeting the quality requirements, which means a negative substantive assessment. In such a situation, the application cannot receive funding, even with sufficient financial resources in the Programme.</p>
<p><b>B</b></p>	<p>The substantive assessment of applications is carried out by the Assessment Team.</p> <p>All applications that have undergone formal assessment are assessed by the Team.</p> <p>During the assessment, the application may receive a maximum of 100 points. An application that receives less than 60 points as a result of the assessment will be considered as not meeting the quality requirements, which means a negative substantive assessment. In such a situation, the application cannot receive funding, even with sufficient financial resources in the Programme.</p>
<p><b>C</b></p>	<p>The substantive assessment of applications is carried out by the Assessment Team.</p> <p>All applications that have undergone formal assessment are assessed by the Team.</p> <p>During the assessment, the Assessment Team may use the supporting opinion of an external expert from outside the Team.</p> <p>During the assessment, the application may receive a maximum of 100 points. An application that receives less than 80 points as a result of the assessment will be considered as not meeting the quality requirements, which means a negative substantive assessment. In such a situation, the application cannot receive funding, even with sufficient financial resources in the Programme.</p>

In Programmes in which it is possible to submit more than one application, if the Applicant submits more than one application, it is prohibited to copy substantive content between applications or to adopt identical solutions and provisions in the substantive descriptions of applications. It is also unacceptable for the same Applicant to include identical cost items in the budgets of several applications, which in the event of receiving funding would lead to double financing of the same actions. If the Reviewers or the Assessment Team find that different applications submitted under one call for proposals contain the same content (apart from contact details and a description of the Applicant's potential and experience), the applications will receive 0 points at the substantive assessment stage.

If more than one application receives the same number of points, the Assessment Team decides on the order on the list of applications recommended for funding.

The substantive assessment is made based on the principles and criteria appropriate for a given Programme, described in the Announcement, the provisions of which take precedence over the Regulations.

The names and surnames of external experts performing substantive assessment in the Programme are not made available. The Agency publishes annually an alphabetical list of external experts participating in the assessment of applications in a given calendar year, for all Programmes.

## **6. Results of the Call**

The Assessment Team prepares a list of applications recommended for funding and sets a lower point threshold for applications recommended for funding, which cannot be lower than 60 points.

The team may indicate applications on the list, with a minimum number of 60 points, that may receive financing if an agreement is not signed with an Applicant qualified for financing.

Based on the list of applications recommended for co-financing, the Director decides to grant or refuse to grant financial resources under the Programme, taking into account its purpose and the effective use of financial resources allocated for the implementation.

The grounds for refusing to grant financing include in particular:

- 1) the Applicant is in arrears with its obligations to the Agency;
- 2) the Agency obtaining information affecting the process of allocating funds for the implementation of the Project;
- 3) lack of financial resources;
- 4) other justified circumstances.

The decision issued in the course of the proceedings is published in the Agency's ICT system in a way that allows the Applicant to read its content via an individual user account.

The list of financed projects of the Beneficiaries, including their names, is published on the Agency's website in the Public Information Bulletin.

## **7. Appeal procedure**

In the event of formal violations when granting funds, the Applicant may request the Director to reconsider the case. A request for reconsideration of the case may include reservations only regarding formal issues in the process of granting financial resources, and not regarding the validity of the substantive assessment.

An application for reconsideration of the case should be submitted to the Director within 14 days from the date of receipt of the decision, in writing to the following address: Narodowa Agencja Wymiany Akademickiej, ul. Polna 40 00-635 Warszawa or electronically to the address of the Agency's Electronic Inbox in the form of an electronic document with a qualified electronic signature (trusted signature or

personal signature or authenticated in a way that ensures the possibility of confirming the origin and integrity of the verified data in electronic form).

During the proceedings, the director examines:

- admissibility of appeal (possibility of filing an appeal),
- submitting the appeal on time.

The Director declares the appeal inadmissible and the failure to comply with the deadline for appeal in a decision which is final in the case.

If the appeal is admissible, i.e. it concerns formal violations in the allocation of funds, the Director will review the decision issued in the first instance, i.e. they will re-examine and resolve the case. A person who previously participated in the issuance of the contested decision cannot participate in the actions related to the consideration of the application for reconsideration of the case.

Against the decision declaring inadmissibility of submitting an application for reconsideration of the case or the decision of the Director issued as a result of reconsideration of the case, the Applicant may submit a complaint to the Provincial Administrative Court in Warsaw, to the following address: Wojewódzki Sąd Administracyjny w Warszawie, ul. Jasna 2/4 00-013 Warszawa. The complaint must be submitted through the Director within 30 days from the date of delivery of the above-mentioned decision or resolution.

#### **IV. EXAMINATION OF THE APPLICANT'S FINANCIAL CAPABILITY**

The Agency reserves the right to conduct an examination of the Applicant's financial capacity. Financial capacity means that the Applicant has stable and sufficient sources of financing to maintain actions during the Project implementation period or in the year for which funding was granted, and to participate in the financing of the Project. The signing of the Agreement is determined by the result of the examination.

Verification of financial capacity applies to non-public entities that apply for funding from the Polish National Agency for Academic Exchange in an amount higher than EUR 100,000 in a given financial year.

Pursuant to the decision of the Agency Director, the Agency may waive from carrying out the examination of the Applicant's financial capacity.

In the case of Applications whose value does not exceed EUR 100,000, Applicants must submit a declaration that they have the financial capacity to implement a given Project. This declaration is part of the Application form.

An applicant applying for financing above EUR 100,000 is obliged, at the request of the Polish National Agency for Academic Exchange, to submit a full version of the report on the financial results of its actions, including in particular the balance sheet and profit and loss account of the Applicant for the period covering the last financial year for which the accounting books.

Entities that are unable to provide the documents listed above because they are newly established entities may, instead of the documents listed above, provide a financial declaration or a declaration of possession of an insurance policy, stating the risk taken by the Applicant as part of their business.

If, after analyzing the above-mentioned documents, the Agency finds that the financial capacity has not been confirmed or is insufficient, it may carry out the following actions:

1. request further information;
2. propose concluding an Agreement with limited advance payments paid in several installments or with advance payments covered by financial security.

## V. PROCEDURE FOR CONCLUDING AN AGREEMENT WITH A BENEFICIARY

In the decision granting financial resources, the Agency specifies the actions to be performed by the Applicant and the deadline for their completion.

The agreement with the Applicant is signed based on the Agency's decision to grant financial resources under the Programme, after the positive completion of the formal and substantive assessment procedure of the application.

The Model Agreement constitutes an appendix to the Announcement of the Call.

The Agreement is made available to the Beneficiary in the Agency's ICT system, of which the Beneficiary will be informed in an e-mail sent to the e-mail address provided during registration in the Agency's ICT system.

After receiving information about the availability of the Agreement, the Beneficiary's obligations include:

- 1) checking the correctness of the data contained in the Agreement (the Beneficiary should check the address and bank details, and if any irregularities are found, they should immediately report this fact to the Agency);
- 2) completing the Beneficiary's data (a Representing person, bank account number, payment schedule);
- 3) sending the Agreement in the ICT system to the Polish National Agency for Academic Exchange using the "Send to" button.

After sending the Agreement in the system to the Polish National Agency for Academic Exchange, the employee verifies the content of the Agreement and changes its status to "Submitted", and then sends it by e-mail to the Beneficiary's address.

After receiving an e-mail with the attached Agreement, the Beneficiary's obligations include:

- 1) in the case of signing the Agreement **in paper version** - printing the complete Agreement in two copies, on white A4 paper in color (double-sided printing is recommended)
- 2) signing two printed copies of the Agreement by the Beneficiary's representative in accordance with the rules of representation in the places indicated for signature. The beneficiary designates a representative who will conclude the financing agreement on behalf of the

institution. If it is not the Rector/Director, an appropriate power of attorney must be presented for the proxy.

- 3) sending two signed copies of the Agreement by registered mail to the Agency's address within the deadline specified in the decision or
- 4) in the case of concluding an agreement **in electronic form** (using a qualified electronic signature) - sending to the Agency by e-mail to the address of the Programme supervisor.

If the Applicant selected in the call fails to sign the Agreement with the Agency on time, financing may be granted to another Applicant who was awarded a positive substantive assessment.

## 1. Appendices to the Agreement

- 1) Agreement identification sheet
- 2) The announcement of the call for applications for participation in the Programme along with appendices is available on the website [www.nawa.gov.pl](http://www.nawa.gov.pl);
- 3) The approved Application for participation in the Programme available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
- 4) Payment schedule (if applicable);
- 5) The approved project budget in a task-based manner is available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
- 6) Power of attorney (if applicable).

## 2. Schemes of payments under the Programmes

Advance payment scheme	Advance payment	1st interim payment	2nd interim payment	Further interim payments	Final payment
<b>A</b>	80%	Not applicable	Not applicable	Not applicable	20%
<b>B</b>	30%	30%*	30%*	Not applicable	10%
<b>C</b>	50%	40%*	Not applicable	Not applicable	10%
<b>D</b>	40%	25%*	25%*	Not applicable	10%
<b>E</b>	25%	Determined by the Applicant in the application for participation in the Programme, taking into account the budget need for a given year of Project implementation**			Not applicable

\* Assuming that 80% of the advance payments received so far have been spent.

\*\* Paid within 30 days from the date of approval of each interim report.

The Agency reserves the right to indicate a different payment method in justified cases, in particular as a result of the examination of the Applicant's financial capacity.

## VI. REPORTING AND PROJECT ACCOUNTING RULES

### 1. General principles of Project settlement

The beneficiary is responsible for the timely submission of interim (if applicable) and final reports to the Agency.

Interim and final reports are submitted in electronic form via the Agency's ICT System using electronic forms prepared and made available by the Agency, unless the Agency indicates another form of submitting reports.

Projects can be settled:

- 1) based on actual costs or
- 2) based on unit costs.

Project reports settled on the basis of actual costs may only include costs that have been paid in full and the Beneficiary has appropriate accounting evidence. The report must include all payment dates for a given expense. A cost that has not been paid in full cannot be included in the report.

If unit costs are the basis for settlement, the Beneficiary may be asked to present documents that will confirm the Project implementation.

All amounts provided in the Project implementation reports must be expressed in PLN.

A properly developed report is subject to verification by the Agency's employees and acceptance in terms of compliance of the Project with the Agreement. The Agency may decide to submit the report to the assessment of external experts appointed by the Director of the Agency.

#### 1) Eligible costs

Details regarding eligible costs in individual Programmes are given in the Announcement.

The total cost of the Project consists only of direct eligible costs indicated by the Applicant in the detailed budget included in the application. Costs directly related to the implementation of the Project are those related to substantive tasks, i.e. eligible costs of individual tasks carried out by the Beneficiary under the Project, as directly related to with the tasks and are necessary for the proper implementation of the Project. The Project will not finance indirect costs, understood as the administrative costs of the Project and the costs of service staff, which do not constitute direct substantive actions planned in the Project, e.g. Project management costs, utility costs, etc. are ineligible.

Financing the same expenses from two different sources (double financing) is unacceptable. If cases of double financing are detected (at any stage of Project implementation), the Agency will consider the expenses as ineligible.



The Beneficiary is obliged to keep separate financial and accounting records of funds received for the implementation of the Project, in accordance with the Accounting Act, in a way that allows identification of individual accounting operations.

Costs will only be considered eligible if they meet all of the following conditions:

- 1) are consistent with the provisions of national law, including the principle of competitiveness of expenditure or public procurement law (if applicable);
- 2) are supported by accounting evidence and shown in the Beneficiary's financial documentation and accounting records;
- 3) are actually incurred during the Project implementation period specified in the Agreement (depreciation is an exception to the above rule);
- 4) are consistent with the objectives of a given Programme;
- 5) are necessary for the implementation of the Project and consistent with the catalog of authorized actions in the Project;
- 6) are reasonably calculated based on market prices and in accordance with the requirements of applicable tax and social legislation;
- 7) are proportional to the planned actions and necessary for the implementation of the Project;
- 8) are used solely to achieve the purpose(s) of the Project and its expected result(s) in a manner consistent with the principles of economy, effectiveness and efficiency;
- 9) are disclosed in the financial part of the interim or final report;
- 10) include VAT only in cases where it cannot be returned or recovered under national VAT rules.

Purchases of fixed assets or intangible assets used to support the project implementation process may be considered eligible under the Project, enabling one-time inclusion of expenses for the acquisition of the assets or values (with an initial value lower than PLN 10,000) as costs.

Costs of depreciation of fixed assets and intangible assets used to support the project implementation process may be considered eligible under the Project, provided that they are actually incurred (recorded) during the term of the Agreement. Such a purchase transaction of an asset or intangible asset subject to depreciation should take place during the Project implementation period.

When determining eligible costs, only that part of the depreciation costs that corresponds to the implementation period and the actual degree of use for the purposes of the action may be taken into account.

## 2) **Ineligible costs**

Ineligible costs in programmes for institutions include:

- 1) costs of the Applicant's current operations;

- 2) exchange rate losses, currency exchange commissions, overdraft interest fees on financial transactions, and fees associated with PayPal or other payment systems;
- 3) costs incurred beyond the Project implementation period;
- 4) loan and loan servicing costs;
- 5) VAT and other taxes and fees that are returnable under national law;
- 6) the same costs financed from two different sources (double financing);
- 7) undocumented costs;
- 8) fines, tickets, financial penalties, costs of court proceedings, accrued interest;
- 9) costs of opening and maintaining bank accounts (including costs of transfers from or to the Agency charged by the Beneficiary's bank);
- 10) costs reduced in the Project budget during the substantive assessment and indicated in the decision to grant financial resources issued by the Agency Director;
- 11) costs exceeding the limits given in the Announcement, e.g. salary cost limits (note: the cost limit applies to actual expenses in the Project; if the actual expenses are lower than planned in the application, all cost limits are calculated in relation **to the actual expenses incurred**; e.g. if the actual expenses in the Project are 20% lower than those planned in the application, then the cost limit is calculated from the base value: the amount applied for reduced by 20%);
- 12) costs specified in the Announcement or regulations in a specific category, to be shown in other cost categories (in order to avoid the application of limits);
- 13) costs of purchasing real estate, infrastructure (these costs may be eligible only if the Announcement or the Regulations allow for such a possibility);
- 14) costs of conducting Polish language courses for foreign staff and students;
- 15) costs of purchasing equipment and fittings (the costs may be eligible only if the Announcement or the Regulations allow for such a possibility);
- 16) renovation and finishing works of buildings and rooms (the costs may be eligible only if the Announcement or the Regulations allow for such a possibility);
- 17) other costs that are indicated as ineligible in the Announcement or Regulations.

Under the Programmes of the Polish National Agency for Academic Exchange, it is not possible to finance administrative costs of the Project and the costs of service staff to which specific substantive actions described in the Announcement cannot be assigned.

If an application for financing the above is included in the budget, costs falling into the category of indirect costs, such budget items will constitute ineligible costs and will not be recognized at the stage of substantive assessment, as well as at the stage of Project implementation.

Financing granted by the Agency may not be used to generate profit. Projects cannot be commercial in nature.

Expenses deemed ineligible by the Agency, even if related to the implementation of the Project, will be borne by the Beneficiary.

## 2. Interim report/Interim reports

The Beneficiary is obliged to submit interim reports on the progress of the Project (unless the Announcement states otherwise).

If the Beneficiary started the Project implementation in the period between the decision to grant financing and the signing of the financial agreement, the interim report covers the period from the start of the implementation of actions by the Beneficiary.

Reporting scheme in a given Programme	First Interim Report	Another Interim Report
<b>A</b>	Not applicable	Not applicable
<b>B</b>	For a period of 4 months from the date of commencement of the Project	Every 4 months from the date of submission of the previous interim report
<b>C</b>	For a period of 6 months from the date of commencement of the Project	Every 6 months from the date of submission of the previous interim report
<b>D</b>	For a period of 12 months from the date of commencement of the Project	For the period of the next 12 months from the last day of the previous reporting period, excluding the day
<b>E</b>	For the period from the start of the Project to December 31 of a given year	

In particularly justified cases, e.g. if the Beneficiary fails to settle 80% of the funds received in the last interim report or the Beneficiary fails to settle 80% of the funds received earlier at the Beneficiary's request, it is possible to submit an additional interim report.

The interim report consists of:

- 1) substantive part, including a description of the progress of implementation of project actions;
- 2) the financial part, including a statement of incurred expenses and the financial progress of the Project (if applicable).

The model interim Report is an appendix to the Beneficiary's Manual.

Source documents confirming the expenditure shown in the interim report are submitted by the Beneficiary only at the request of the Agency in the form indicated by the Agency.

The interim report is submitted within 14 days from the end of the reporting period to which it relates. Reporting periods are specified in the agreement on granting financial resources. In particularly justified cases, the Agency may extend the deadline for submitting the report.

### 3. Final report

The beneficiary is obliged to submit a final report on the progress of the Project covering the entire period of Project implementation from the signing of the Project financing agreement. If the Beneficiary started the Project implementation in the period between the decision to grant financing and the signing of the Project financing agreement, the final report covers the entire period from the start of the implementation of actions by the Beneficiary.

In particularly justified cases, at the request of the Beneficiary, it is possible to submit the final report earlier, provided that the Project is completed earlier.

The final report consists of:

- 1) a substantive part, including a description of the actions carried out for the entire duration of the Project and the results achieved;
- 2) a financial part, including a statement of expenses in accordance with the settlement procedure:
  - a) actual costs: expenses incurred under individual budget items along with their description,
  - b) unit costs: in accordance with the accepted Application,
  - c) final settlement of the Project, indicating the costs incurred, the amounts of advance and interim payments collected, the amount of the balance payment/return.

Source documents confirming the expenditure shown in the final report are submitted by the Beneficiary only at the request of the Agency in the form indicated by the Agency.

The final report is submitted within 30 days from the end of the Project implementation period.

The model Final Report is an appendix to the Beneficiary's Manual.

Reports are submitted using the Agency's electronic system and prepared using forms prepared and made available by the Agency, unless the Agency indicates another form of submitting the report.

### 4. Verification of the Beneficiary's reports

All communication regarding the Beneficiary's reports takes place via the Agency's ICT System or e-mail.

The Agency verifies it within 30 business days of submitting the report. The verification of reports takes place in the following stages: formal verification, substantive verification, financial verification. At each stage, the Agency reserves the right to submit comments to the report, to which the Beneficiary must respond by explaining or correcting the report's provisions within the deadline specified by the Agency. At the financial verification stage, the eligibility of costs is assessed based on a sample of financial and accounting documents.

If the Beneficiary submits an incomplete or incorrectly prepared interim or final Report, the Agency will submit comments via the Agency's ICT system and call on the Beneficiary to respond to the comments by explaining or correcting the Report, within the deadline specified by the Agency, but not less than 7 days, counted from the date of submission of comments (in particular, posting comments in the Agency's ICT system), under the terms and conditions specified in the Regulations.

If it is necessary to submit explanations or corrections to subsequent versions of the submitted report, the procedure for submitting comments may be repeated for each stage of verification, unless the Announcement for the Call provides otherwise.

If the Beneficiary does not respond within the deadline set by the Agency or if, despite the Agency submitting comments twice for a given verification stage, the Beneficiary's report does not meet the Agency requirements and cannot be accepted, the Agency may decide to recognize the agreement as not performed in whole or in part and request the return of funds in whole or in part, respectively.

## **5. Monitoring and control of projects**

The Agency supervises the proper implementation of the Agreement.

Each of the Agency Beneficiaries may be subject to inspections and audits. Inspections and audits are intended to verify the correct manner of implementing the Project and managing the financing received by the Beneficiary, consistent with the provisions of the Agreement, and to determine the final amount of the allocated funds to which the Beneficiary will be entitled. If any irregularities are detected, the Agency has the right to demand the return of incorrectly spent funds (also by means of a declaration of deduction, if this is permitted under the applicable regulations).

In addition, the Agency may conduct an interim or final assessment of the effects of the Project to determine the extent to which the implementation of specific actions contributed to achieving the stated objective of the Project.

All interim and final reports submitted by the Beneficiaries are subject to verification. Additionally, each Project may be subject to remote document control ("desk" control), control at the Beneficiary's office, system control and monitoring visits if the Agreement was included in the statistical sample used for the control required by the Agency or when the Agency selected it for purposeful control in connection with its risk assessment policy.

Individual inspections will include the following:

### **1. Report verification:**

A report is verified (with respect to substantive and financial matters) after it is submitted to the Agency via the Agency's ICT System. In the case of the final report, the verification aims to determine the final amount of financing to which the Beneficiary will be entitled.

## **2. Remote document control (desk control):**

Remote document inspection (“desk” control) is an in-depth verification of supporting documents carried out at the Agency's headquarters. At the request of the Agency, for the purposes of remote control of documents, the Beneficiary must provide the Agency with copies of documents confirming the expenditure of the funds received (for categories settled on the basis of actual costs and unit costs), unless the Agency requests the original documents. After analyzing them, the Agency will return the original documents to the Beneficiary. If the Beneficiary is not legally entitled to send original documents, they will be able to send copies of the supporting documents.

## **3. Inspections at the Beneficiary's premises:**

The Agency conducts this type of inspections at the Beneficiary's headquarters or in another place related to the implementation of the Project. During the inspection, the Beneficiary must make available to the Agency for verification the original supporting documents provided for the verification of the report and “desk” control.

There are two types of inspections at the Beneficiary's premises:

- a. Inspection at the Beneficiary's headquarters or in another place related to the implementation of the Project, during the implementation of the Project

Such a control is carried out during the implementation of the Project so that the Agency can directly verify the feasibility and eligibility of all actions and participants of the Project.

- b. Inspection at the Beneficiary's office after the completion of the Project

Inspections are carried out after completion of the project and after verification of the final report – the latest within the period specified in the regulations/agreement as the minimum period for storing the project documentation by the Beneficiary.

## **4. System checks:**

Systemic inspections may be carried out at Beneficiaries implementing 5 or more projects under the Polish National Agency for Academic Exchange programs. The purpose of system audits is, in particular, to verify how the Beneficiary guarantees that the funds transferred by the Polish National Agency for Academic Exchange are spent in accordance with the provisions of agreements concluded with the Polish National Agency for Academic Exchange, in particular in a purposeful, economical, reliable and consistent with applicable law, as well as to verify whether there is no double financing. System inspections are carried out at the Beneficiary's headquarters or at the project implementation site. Additionally, as part of the system audit, an analysis of source documentation and accounting entries relating to the last final report submitted by the Beneficiary and accepted by the Polish National Agency for Academic Exchange is carried out. If on the day of the inspection the Beneficiary has not submitted any final report as part of the implemented projects, the last of the submitted and accepted interim reports shall be subject to inspection.

## **5. Monitoring visits:**

Monitoring visits are a form of control at the Beneficiary, the purpose of which is to verify the manner of implementing the Project at the place where the substantive actions described in the application are carried out.

In the case of inspections carried out at the Beneficiary's headquarters or in another place related to the implementation of the Project, in addition to presenting all supporting documents, the Beneficiary must provide the Agency with access to the records of costs incurred under the Project contained in the Beneficiary's accounting books.

The beneficiary must bear in mind that in the case of each control, the Agency may additionally request the provision of supporting documents or evidence provided for another type of control.

The Agency also reserves the right to carry out **a special (ad hoc) inspection** in each of the above-mentioned areas. A special inspection is understood as carrying out an ad hoc inspection in the event of serious reservations regarding the implementation of the Project, or in the event of receiving information about irregularities occurring during the Project implementation.

The beneficiary may be subject to inspections and audits by administrative authorities.

As a result of an inspection or audit, the Beneficiary may be requested, within a time limit specified by the Agency, to perform specific actions aimed at restoring the condition ensuring proper implementation of the Project.

## **6. Suspension of financing and termination of the Agreement**

The Agency Director may suspend financing of the Project (until any doubts in this regard are clarified) in the following cases:

- 1) detection of irregularities in the implementation of the Project or other circumstances that threaten its proper implementation;
- 2) failure to submit at least one of the reports on time, submission of an incomplete or incorrect report, the need to submit explanations or corrections in accordance with the Agreement or the Regulations;
- 3) spending financial resources contrary to the Agreement, including the budget constituting an integral part of the Application, or failure to achieve the planned results at a given stage of Project implementation;
- 4) failure to submit documents requested by the Agency within the prescribed deadline, failure to provide explanations, failure to submit to inspection actions.

If the explanations are taken into account or if the violations of the Agreement identified by the Agency cease, the Agency Director will resume financing the Project, of which they inform the Beneficiary via the Agency's ICT system.

The agreement may be terminated by the Agency with immediate effect in the event of:

- 1) a gross violation of the provisions of the Agreement, which justifies immediate termination of the Agreement without prior suspension of financing, in particular in the event of spending a significant part of the funds (above 50% of the allocated amount) contrary to the Agreement;
- 2) failure to submit the report(s) within the specified deadline, as well as failure to correct or supplement the report in accordance with the Agreement or Regulations;

- 3) failure to remove irregularities identified as a result of the inspection within the prescribed period;
- 4) delays of the Beneficiary in the implementation of the Project (including the occurrence of force majeure lasting for a total period of 30 or more days) to such an extent that, in the Agency's opinion, it is not probable that the Project is implemented within the time specified in the Agreement;
- 5) the Beneficiary includes false information or false statements in the Application or Reports;
- 6) refusal or restriction for the Agency or other authorized entities to carry out supervision, inspections or audits, in particular access documentation;
- 7) refusal to conclude a separate agreement with the Agency regarding the transfer of copyrights to all works created as part of the Project.

In the event of terminating the Agreement, the Beneficiary is obliged to return the funds received on the terms specified in the Agreement or in the agreement of the parties regarding the termination of the Agreement.

## **7. Documenting expenses related to actual costs**

All expenses incurred under the Project must be documented. The documents confirming expenses incurred by the Beneficiary (or Partner) include in particular:

- 1) invoices or other accounting documents of equivalent evidentiary value along with payment confirmations,
- 2) in the case of depreciation: depreciation tables together with accounting documents, e.g. in the form of an accounting order or other documents used by the Applicant indicating the amount of depreciation deductions.

Accounting documents documenting Project expenses must indicate a clear connection with the Project. The document description should include at least:

- 1) Project title and Agreement number;
- 2) the amount of eligible expenses covered by a given document;
- 3) purposes of incurring the expense;
- 4) item number from the Project budget;
- 5) payment date.

The description should be prepared on the original accounting document or should be permanently attached to it. A template description of an accounting document is an appendix to the Beneficiary's Manual.

The above documents prepared in a foreign language must be accompanied by a free translation of the document into Polish with the signature of the person performing the translation.

In addition, the Beneficiary's usual accounting practice and internal control procedures must ensure that the amounts declared can be directly reconciled with the amounts appearing in the Beneficiary's accounting statements and with the amounts indicated in the supporting documents.



Expenses under the Project (public funds), in accordance with generally applicable laws, must be incurred in a competitive manner. The Beneficiary is obliged to ensure the competitiveness of spending funds under the Project.

#### **8. Storage of documents**

Project documents and accounting documents related to the implementation of the Project must be stored at the Beneficiary's office for a period of 10 years from the date of completion of the Project. If it is necessary to extend the deadline, the Agency will immediately inform the Beneficiary about the fact. All evidence confirming the incurrence of costs under the Projects implemented by the Beneficiary must be made available to the Agency or other authorized institutions operating for the purposes of control or audits.

#### **9. Value Added Tax (VAT)**

Expenditures under the Project may include the cost of value added tax (VAT). The expenses will be considered eligible when the Applicant has no legal possibility of recovering them.

Paid VAT is considered an eligible expense only when the Applicant, in accordance with applicable law, is not entitled to apply for a VAT return or reduce the amount of tax due by the amount of input tax. If the Applicant has the above-mentioned right, it is impossible to recognize the expense as eligible.

#### **10. State aid**

The Agency does not provide state aid or *de minimis* aid. The applicant is obliged to submit a declaration of the absence of state aid in the application.

#### **11. Bank accounts and interest**

##### **Rules for Programmes financed from national funds**

For the purposes of implementing the Project, the Applicant may maintain a joint bank account dedicated exclusively to the Agency Projects (account or sub-account).

Interest accrued on the bank account shall be fully returned to the Agency, no later than December 15 each year as at November 30, to the bank account indicated by the Agency, unless separate regulations provide otherwise. If the bank account is no longer used to implement projects financed by the Agency, the return will be made after the end of the last implemented project. The date of interest repayment is the moment when the funds are credited to the Agency's account.

The Beneficiary undertakes to inform the Agency, at its request and within the deadline specified by it, about the amount of funds on the Beneficiary's account referred to above as at December 31 of a given calendar year.

## **Rules for Programmes financed by the European Union under the Operational Programme Knowledge Education Development (PO WER)**

For the purposes of implementing the Project, the Applicant is obliged to open a separate bank account, dedicated exclusively to the Project (account or sub-account).

Interest accrued on the bank account shall be fully returned to the Agency no later than 30 days from the date of completion of the Project, to the bank account indicated by the Agency, unless separate provisions provide otherwise. The date of interest repayment is the moment when the funds are credited to the Agency's account.

The Beneficiary undertakes to inform the Agency, at its request and within the deadline specified by it, about the amount of funds remaining on the Beneficiary's account referred to above as at December 31 of a given calendar year.

### **VII. ASSESSMENT**

The Beneficiary is obliged to participate in assessment studies in the scope of the Programme conducted by the Agency, the Ministry of Education and Science or another ministry, if the Programme is the implementation of a task entrusted to the Agency by the ministry, on the terms specified by the entities in the period from the date of signing the Agreement to 5 years from completion of the project.

In the case of programmes financed from PO WER funds, the Beneficiary is also obliged to participate in assessment studies conducted under PO WER.

The Beneficiary's participation in the assessment of the Programme conducted by the Agency includes completing by the Beneficiary an assessment survey made available online by the Agency within 30 days from the date of completion of the Project. If the Programme provides for other obligations of the Beneficiary in the field of assessment, they are described in the Announcement.

### **VIII. INFORMATION AND PROMOTION**

#### **1. Information and promotion in Programmes financed from national funds**

All information and promotional materials of the Beneficiary and every document that is made public or used by the Project participants, including any certificates of participation or other certificates financed as part of the Project implementation, should contain information about being granted funds from the Agency, along with the Agency's logo available for download from [www.nawa.gov.pl](http://www.nawa.gov.pl).

Materials and other effects of the Project that do not indicate the Agency as the institution financing the Project will not be treated as a result of the Project implementation and will not be taken into account in its settlement.

If a given article or scientific material is published in a journal thanks to the support obtained from the Programme funds, the author or co-author of the publication with the Applicant's affiliation is obliged

to include in the text information about financing obtained from the Agency's funds (e.g. "This article/project has been supported by the Polish National Agency for Academic Exchange under the [Programme name] programme"). Failure to include such information may result in the inability to recognize the costs related to the publication as eligible.

If a given article or scientific material is published in a journal thanks to the support obtained from the Programme funds, the Agency recommends that the Applicant immediately makes this publication available in open access under a free license (e.g. Creative Commons Attribution CC BY), at least in the author's version (preprint), unless the publisher's license allows opening the final version of the published text.

Detailed requirements and solutions regarding copyright and granting a license to the Agency are included in the Agreement and may be modified depending on the needs of the Applicant with the consent of the Agency.

## **2. Information and promotion in Programmes co-financed by the European Union under the Operational Programme Knowledge Education Development (PO WER)**

To the provisions indicated in point 1 in the case of the implementation of projects financed from PO WER funds, the Beneficiary is obliged to apply the additional requirements below.

To inform the public opinion (including the recipients of the project results) and persons and entities participating in the project about the funding obtained, they should be **labelled with the sign of the European Funds, the colors of the Republic of Poland, the Agency's logo and the sign of the European Union.**

Detailed rules for visualization in Agency Programmes financed by European Union funds under the Operational Programme Knowledge Education Development (Measure 3.3. Internationalisation of higher education) are an appendix to the Beneficiary's Manual.

Samples of the required signs and logos are available on the Polish National Agency for Academic Exchange website [www.nawa.gov.pl](http://www.nawa.gov.pl).

## **IX. PROCESSING PERSONAL DATA**

As part of projects implemented in the Agency Programmes, personal data of representatives of applicants/partners, beneficiaries, persons participating in or involved in the implementation of projects, including contact persons, project staff, participants of events/meetings, project participants is processed.

The above data is processed in the files of data administrators:

- 1) Polish National Agency for Academic Exchange<sup>3</sup>;
- 2) Minister responsible for regional development, acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014-2020 (if applicable)<sup>4</sup>.

## **1. Processing personal data in Agency Programmes financed from national funds**

Personal data processed in the files of the Polish National Agency for Academic Exchange shall be used for the following purposes:

- 1) conducting the call for applications for participation in the Programme,
- 2) selecting beneficiaries and concluding funding agreements with them,
- 3) implementation of concluded agreements and pursuing or defending against possible claims related to the agreements,
- 4) implementation of the Agency's legal obligations.

The data may be used to inform about other future call processes conducted by the Agency, tailored to the applicant/beneficiary's profile, only if you voluntarily consent to the transfer of such information. Such consent may be withdrawn at any time.

The data will not be used to make decisions based solely on automated processing of personal data, including profiling within the meaning of Art. 22 of the GDPR.

Transfer of the above-mentioned personal data for processing is voluntary, but necessary to participate in the call for applications or sign agreements. It means that a refusal to provide data means that the application for project financing will not be considered.

The legal basis for the processing of personal data in the files of the Polish National Agency for Academic Exchange is Art. 6 section 1 letters b, c and e and f of the GDPR.

If you consent to being informed about other future calls, the basis for processing is Art. 6 section 1 letter a of the GDPR.

The Polish National Agency for Academic Exchange, as the administrator of personal data, may transfer data for processing to Agency employees or external experts in connection with the implementation of the above purposes.

The transfer of personal data to persons or institutions based outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) will take place on the basis of

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<sup>3</sup> The Director is the administrator of personal data processed in the Agency's ICT system (Article 14(4) of the u.n.a.w.a. Act).

<sup>4</sup> If the source of financing for the Agency Program is European Union funds under the Knowledge Education Development Operational Program (Measure 3.3. Internationalisation of higher education), personal data of representatives of applicants/partners, beneficiaries, persons participating or involved in the implementation of projects, including contact persons and project staff, participants of events/meetings, participants of projects, is processed (apart from the Agency's collections) in files for which the administrator is the minister responsible for regional development, acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014-2020.

standard data protection clauses adopted or approved by the European Commission. The data subject has the right to receive a copy of the data transferred to foreign academic centers.

Personal data:

- 1) Applicants - will be used for a period of 5 years from the date of announcement of the call results;
- 2) Beneficiaries - will be used for a period of 5 years from the end of the scholarship agreement;
- 3) persons participating or involved in the implementation of projects – shall be used for a period of 5 years from the end of the Agreement.

The data subject has the right to:

- 4) request access to the personal data;
- 5) request rectification, deletion or limitation of the use of the personal data;
- 6) request transferring the personal data;
- 7) submit a complaint to the supervisory authority (President of the Personal Data Protection Office, Stawki 2, 00-193 Warsaw).

- on the terms specified in the GDPR.

Contact details of the data protection officer: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).

## **2. Data processing in the Agency Programmes co-financed by the European Union under the Operational Programme Knowledge Education Development**

As part of projects implemented in the Agency Programmes financed from the EU funds, personal data of representatives of applicants/partners, beneficiaries, persons participating or involved in the implementation of projects, including contact persons, project staff, participants of events/meetings, project participants is processed.

The above personal data is processed within the following:

1. the “Operational Programme Knowledge Education Development”
2. the “Central ICT system supporting the implementation of operational programmes”

The administrator of the above-mentioned personal data is the minister responsible for regional development, acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014-2020. The administrator decides on the purposes, methods of processing personal data and the scope of personal data processed.

Purpose of personal data processing within the above-mentioned compilations is as follows:

1. applying for EU funds and implementing projects, in particular confirming the eligibility of expenses, providing support to project participants, assessment, monitoring, control, audit, reporting and information and promotion actions, under the Operational Programme Knowledge Education Development 2014-2020;
2. ensuring the fulfillment of the information obligation regarding public disclosure of information about entities receiving support from the Operational Programme Knowledge Education Development 2014-2020.

Providing personal data by persons for processing is a necessary requirement for the implementation of the above-mentioned. The consequences of not providing personal data result from legal provisions, including preventing participation in the project implemented under the Operational Programme Knowledge Education Development 2014-2020.

The legal basis for the processing of the above-mentioned personal data is Art. 6 section 1 point c and art. 9 section 2 letter g of the General Data Protection Regulation (GDPR).

The Agency, as the beneficiary of the non-competitive project, was entrusted with the processing of the above-mentioned personal data on the basis of an agreement signed with the Intermediate Body (National Center for Research and Development) for co-financing a non-competitive project implemented under Measure 3.3 of PO WER, the source of financing for the Agency Programme.

Pursuant to the above-mentioned conditions of the agreement for co-financing a non-competitive project, the Agency may entrust the processing of personal data to institutions participating in the implementation of a non-competitive project (including universities, research and scientific institutes with which agreements have been concluded for financing projects under the Agency programme), as well as specialist companies implementing assessments, inspections and audits under the Operational Programme Knowledge Education Development 2014-2020 at the beneficiary's request.

The detailed scope, conditions and method of processing personal data and the obligations of the institution in terms of collecting personal data to which the Agency entrusts the processing of the above-mentioned personal data are indicated in the project model financing agreement, which constitutes an appendix to the Regulations.

The data will be stored for the period necessary to achieve the purpose of processing, until the obligation to store data resulting from legal provisions expires.

The data subject has the right to:

1. access to their personal data,
2. request their rectification, deletion or limitation of their processing,
3. submit a complaint to the supervisory body responsible for the protection of personal data, the President of the Personal Data Protection Office,

on the terms specified in the GDPR.

Contact details of the data protection officer in the PO WER Managing Authority, [iod@miir.gov.pl](mailto:iod@miir.gov.pl).

Contact details of the data protection officer at the Polish National Agency for Academic Exchange: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl)

Note: In the case of processing personal data in the Agency Programmes financed by the European Union under the Operational Programme Knowledge Education Development (Measure 3.3. Internationalisation of higher education), data will be collected in parallel in the Agency's compilations (due to the Agency's tasks and the needs of the Agency's ICT system serving to support Agency Programmes).

## **X. CHANGES IN THE REGULATIONS**

The Agency reserves the right to make changes to the Regulations. The changes are effective upon the date of their publication.

Applications submitted before the publication of changes to the Regulations require re-submission by the Applicant if their provisions are inconsistent with the changes introduced. The Agency will notify all Applicants who submitted applications before the publication of the changes to the Regulations about the changes introduced by sending information in the Agency's ICT System or by e-mail to the Applicants' address.

Changes that are of an orderly or clarifying nature, as well as those intended to correct obvious errors in the Regulations, do not require a separate notification, subject to the publication of their content by the Agency.

## **XI. CONTACT THE AGENCY**

### **Polish National Agency for Academic Exchange NAWA**

Polna 40

00-635 Warsaw, POLAND

Telephone number +48 22 390 35 00

<https://nawa.gov.pl/kontakt>