

AGREEMENT IDENTIFICATION SHEET

AGREEMENT DETAILS			
1. Decision No.	[number]	2. Agreement number	[number]
3. Start date	[date]	4. End date	[date]
5. Programme name	[name]	6. Information on EU co-financing	[YES/NO]
BENEFICIARY DATA			
7. BENEFICIARY	[name]		
8. Address	[street / building no. apartment no. / city / no., postal code, town]		
9. NIP number	[number]		
10. REGON number	[number]		
BANK DETAILS			
11. Account holder	[first name and last name]		
12. IBAN (account number)	[number]		
13. Account currency	[currency]	14. SWIFT	[code]
FINANCING ¹			
	Funds granted (%)	Amount	Date of payment
15. Funds granted	100%	[amount] PLN	n/a
16. Advance payment I	[_] %	[amount] PLN	21 business days from the date of conclusion of the Agreement
17. Interim payment	[_] %	[amount] PLN	within 21 business days from the date of approval of the Interim Report, provided that at least 80% of the funds transferred to the Beneficiary so far have been settled
18. Interim payment	[_] %	[amount] PLN	within 21 business days from the date of approval of the Interim Report, provided that at least 80% of the funds transferred to the Beneficiary so far have been settled
19. Final payment	[do _] %	[amount] PLN	21 business days from the date of acceptance of the Final Report
REPORTING ²			
	Reporting period	Report submission deadline	
20. Interim report	From [date] to [date]	14 days from the last day of the Reporting Period	
21. Interim report	From [date] to [date]	14 days from the last day of the Reporting Period	
22. Final report	From [date] to [date]	30 days from the last day of the Reporting Period	
23. Does the agreement require security as a result of an examination of the applicant's financial capacity?	YES/NO/NOT APPLICABLE		

AGREEMENT NO. [REDACTED] / [REDACTED]

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

Polish National Agency for Academic Exchange – a state legal person established pursuant to the Act of July 7, 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw, at Polna 40, 00-635 Warsaw, NIP: 5272820369, REGON: 368205180, hereinafter referred to as the "**Agency**",

represented in accordance with the principles of its representation

and

A university/scientific unit/research institute [REDACTED], based in [REDACTED] at [REDACTED], [REDACTED]³, NIP Tax Identification Number: [REDACTED], REGON: [REDACTED], hereinafter referred to as the "**Beneficiary**",

represented by:

[REDACTED]⁴ – [REDACTED]⁵,

hereinafter collectively referred to as the "**Parties**"

with the following content:

§1.

Subject of the Agreement

1. The subject of the Agreement is the implementation by the Beneficiary of the project entitled: "[REDACTED]"⁶, hereinafter referred to as the "**Project**", in accordance with the Beneficiary's application submitted in the recruitment procedure for the Programme in the Agency's ICT system, hereinafter referred to as the "**Application**" to the extent approved by the Agency Director's decision no. [REDACTED] of [REDACTED], hereinafter referred to as the "**Decision**".
2. The Agreement specifies the principles of implementation, financing and settlement of financial resources applicable to the Project.

§2.

Granted funds and project implementation period

1. The Director of the Agency granted the Beneficiary financial resources for the implementation of the Project up to the maximum amount PLN [REDACTED] (in words: [REDACTED] zlotys and [REDACTED] groszy).
2. The Project will be implemented over a period of [REDACTED] months, i.e. from [REDACTED]⁷ to [REDACTED]⁸.

§3.

Terms of implementation of the Agreement

1. The Beneficiary undertakes to implement the Project pursuant to:
 - 1) provisions of the Agreement;
 - 2) Announcement of the call for applications for participation in the Programme, constituting Appendix 2 to the Agreement together with the accompanying appendices, hereinafter referred to as the "**Announcement**", including the Regulations of Programmes

of the Polish National Agency for Academic Exchange - Programmes for Institutions, hereinafter referred to as the “**Regulations**”;

- 3) Application constituting Appendix 3 to the Agreement;
 - 4) internal regulations in force at the Beneficiary’s, unless they are inconsistent with generally applicable provisions of law and the documents listed above.
2. As part of the implementation of the Agreement, the Agency undertakes in particular to pay the allocated funds to the Beneficiary's bank account.
 3. The Agency is not liable for any damage incurred by the Beneficiary or third parties resulting from the implementation of the Agreement, in particular the Agency is not liable for the Beneficiary's actions or omissions.

§4.

Financing rules

1. The granted funds will be transferred to the Beneficiary by the Agency to the Beneficiary's bank account indicated in Appendix 1 to the Agreement on the terms set out in the Appendix. The amounts specified in Appendix 1 are not subject to indexation.
2. The day of payment of funds is considered to be the day on which the Agency's bank account is debited.
3. In the case of projects co-financed by the European Union, the amount of bank interest obtained by the Beneficiary on the funds transferred by the Agency is refundable no later than 30 days from the date of completion of the Project in accordance with § 2 section 2 of the Agreement 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.
4. In the case of other projects, interest accrued on the bank account shall be fully refunded to the Agency no later than December 15 each year as at November 30, to the bank account indicated by the Agency. If the bank account is no longer used to implement projects financed by the Agency, the refund 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.
5. The funds are paid subject to the availability of funds in the Agency's bank account.
6. The payment of funds can be made as follows:
 - 1) in the event of mutual due amounts arising from agreements concluded between the Agency and the Beneficiary, the Agency will be entitled to deduct them, which does not release the Beneficiary from the obligations arising from the Agreement;
 - 2) in other cases, the payment will be made by the Agency to the Beneficiary's bank account. The Parties agree that the order of payment according to the above-mentioned forms is determined as follows: the deduction of mutual receivables mentioned in point 1, followed by the payment referred to in point 2.
7. 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 as of December 31 of a given calendar year.

§5.

Beneficiary reports

1. The Beneficiary is obliged to submit reports on time via the Agency's ICT system on the terms specified in the Agreement and within the deadlines indicated in Appendix 1 to the Agreement.
2. Together with the Final Report, the Beneficiary will be obliged to submit to the Agency the products produced as a result of the implementation of the Project.

§6.

Project Control

The Beneficiary may be subject to inspections and audits carried out by the Agency or authorized third parties, in accordance with the principles set out in the Regulations.

§7.

Method and procedure for supervising the implementation of the Agreement by the Agency

The Beneficiary is obliged to immediately inform the Agency about any problems or irregularities in the implementation of the Agreement that threaten or may threaten the proper implementation of the Agreement.

§8.

Suspension of financing

1. The Agency may suspend financing of the Project in the situations and under the terms specified in the Regulations.
2. During the period of suspension of financing, i.e. from the moment of providing information about the suspension of financing until information about the restoration of financing is published in the same way, the Beneficiary cannot incur new liabilities, but only settle the previously incurred ones.

§9.

Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect in the cases specified in the Regulations.
2. The Agency is also entitled to terminate the Agreement with immediate effect if, as a result of any organizational and legal changes at the Beneficiary, the implementation of the Agreement would be at risk.
3. In the case referred to in sections 1 - 2, the Beneficiary is obliged to return the funds together with statutory interest for delay, calculated from the date of transfer of the funds to the date of their return, within 14 days from the date of termination of the Agreement.
4. The Agreement may be terminated by the Parties by agreement of the Parties in the event of circumstances that prevent or may significantly impede the performance of the Agreement and which were not foreseeable at the time of concluding the Agreement. In the event of termination of the Agreement, the Beneficiary is obliged to return all or part of the funds received.

§10.

Settlement of the Agreement and return of the funds granted

1. The Agency settles the Agreement in accordance with the Regulations, after accepting the Final Report.
2. Financial resources used incorrectly or not used for the implementation of the Project, resulting from the settlement of the Final Report, are subject to return at the Agency's request within the deadline specified by the Agency. Statutory interest for delay is charged on unused funds

returned after the date, starting from the day following the date on which the deadline for returning the above-mentioned funds expired.

§11.

Information and promotion

The Beneficiary is obliged to mark all prepared works, materials and documents created as part of or in connection with the Project, as made public or intended for the target group of the Project under the terms specified in the Regulations.

§12.

Assessment

1. The Beneficiary and Project Participants are obliged to participate in the Assessment of the Programme under the terms specified in the Regulations.
2. The Agency declares that the data obtained from the Beneficiary in accordance with section 1 does not affect the terms of payment of the granted funds.

§13.

Change of Agreement

1. Any changes to the Agreement require a documentary form under pain of ineffectiveness and require the Agency's approval. The Beneficiary is obliged to submit a justified application specifying the proposed changes to the Agreement in advance and no later than 1 month before the end of the implementation period indicated in § 2 section 2 of the Agreement.
2. Without the Agency's consent, budget transfers within the same task are allowed.
3. Without the Agency's consent, it is permissible to transfer funds in the budget up to 10% of the original value of funds in relation to the task from which the funds are transferred and to the task to which the funds are transferred.
4. The transfers referred to in section 2 and 3 require informing the Agency about changes introduced to the Project in the next submitted Interim Report or Final Report.
5. The following are unacceptable:
 - 1) increasing the value of budget items that have decreased and were indicated in the Decision;
 - 2) making transfers to budget items for which maximum amounts have been set in the Regulations, above the limit.

§14.

Copyright

1. In the case of projects co-financed by the European Union, the Beneficiary undertakes to conclude a separate agreement with the Agency for the transfer of copyrights, including the exclusive right to grant permissions to exercise dependent copyrights, to all works created as part of the Project.
2. At the same time, in the Agreement referred to in section 1, the Agency will grant the Beneficiary a free license for an indefinite period, without territorial restrictions, to use the above-mentioned works, in all fields of exploitation covered by the Agreement referred to in section 1, together with permission to exercise dependent copyright.
3. The Agreement referred to in section 1, is concluded at the Agency's written request within the time limit specified in the request, no less than 7 days from the date of receipt of the request.

4. In the case of projects financed without the participation of European Union funds, the Beneficiary undertakes to grant the Agency a free license for an indefinite period, without territorial restrictions, to use all works created under the Project, in all known fields of exploitation, along with permission to exercise dependent copyright. At the Beneficiary's justified request, the Agency may exempt them from the above-mentioned duty.*

§15.

Processing and protection of personal data

The principles and method of processing and protection of personal data are specified in the Regulations.

§16.

Force majeure

1. The Parties are released from liability for failure to fulfill their obligations under the Agreement due to force majeure.
2. Force majeure shall be understood by the Parties as an event or combination of events beyond the control of the Beneficiary that prevents or seriously impedes the performance of his obligations under the Agreement, which the Beneficiary could not predict and which they could not prevent, and which could not have been overcome by acting with due diligence.
3. A Party may invoke force majeure only if it immediately, but no later than within 14 days, informs the other Party in writing about the occurrence of force majeure (along with a description of the situation or event), the expected duration of force majeure and the estimated effects of the occurrence of force majeure.
4. The Parties are obliged to take the necessary measures to limit damage caused by force majeure and to make every effort to resume the implementation of the Agreement as soon as possible.
5. If force majeure persists for a period of 30 days or more, the Agency may terminate the Agreement with immediate effect. In the case referred to in the previous sentence, the Beneficiary is obliged to return the funds within 14 days from the date of termination of the Agreement.

§17.

Final Provisions

1. The Agreement enters into force on the day it is signed by the last Party.
2. The rights and obligations of the Parties arising from the Agreement may not be transferred to third parties.
3. Declarations submitted as part of the recruitment procedure for participation in the Programme are binding for the duration of the Agreement. If the circumstances specified in the declarations change, the Beneficiary will immediately inform the Agency about them.
4. All correspondence, except for the cases of use of the Agency's ICT system indicated in the Agreement, bearing the Agreement number, related to the implementation of the Agreement, will be conducted in written or documentary form (including electronic correspondence) using the addresses indicated in the Application.

* Concerning works that the Beneficiary intends to publish in publishing houses whose publication rules oblige him to transfer unencumbered copyrights to the works.

5. In the event of a change in the data referred to in section 4, the Party affected by the change is obliged to notify the other Party of the fact no later than within 14 days of the change in data. Until notified, correspondence sent to the previous addresses is deemed to have been effectively delivered. Changing the address of the Party or the person indicated by the Beneficiary to conduct correspondence regarding the Project does not require the conclusion of an annex to the Agreement.
6. In matters not regulated by the Agreement, the provisions of Polish law shall apply, including the Act on the Polish National Agency for Academic Exchange, the Civil Code and the Announcement.
7. In the event of any discrepancies or other possible doubts as to the application of the Agreement or its appendices, the Parties agree that Appendix 2 (**Announcement**) will take precedence, followed by Appendix 3 (**Application**), and then the remaining appendices.
8. Any doubts arising during the implementation of the Project and related to the interpretation of the Agreement will be resolved first through consultations between the Parties.
9. Disputes arising from the performance of the Agreement will be resolved by a common court competent for the seat of the Agency.
10. The Agreement was drawn up in two identical copies, one for each Party.
11. Appendices:
 - 1) Agreement identification sheet;
 - 2) Announcement of the call for applications for participation in the Programme along with Appendices available on the website www.nawa.gov.pl;
 - 3) The approved Application for participation in the Programme available in the Agency's IT system at <https://programs.nawa.gov.pl/>;
 - 4) Payment schedule (if applicable);
 - 5) The approved Project budget is available in the Agency's IT system at: <https://programs.nawa.gov.pl/>
 - 6) Power of attorney (if applicable).

Agency:

Beneficiary:

_____, **Warsaw**
(date, city)

_____, _____
(date, city)

¹ Add/remove lines as needed;

² Add/remove lines as needed;

³ Zip code

⁴ First name and last name

⁵ Position/function

⁶ Title of the Beneficiary's project

⁷ day-month-year

⁸ day-month-year, calculated automatically