**Contract no.**  **..................**

**defining the rules for the implementation of research and the payment of a doctoral scholarship from funds received by the University of Rzeszów as part of a project financed by the National Science Centre in the competition ................... (hereafter referred to as "Contract")**

concluded in Rzeszów on ..................... between:

**The University of Rzeszów based in Rzeszów**, Al. T. Rejtana 16C, 35-959 Rzeszów, NIP: 813-32-38-822, REGON: 691560040, represented by the Rector of the University of Rzeszów, Prof. Sylwester Czopek

and

Mr/Mrs ............................................ residing in ................................................, the holder of the following PESEL (identification number) ………………………………………………………….

hereinafter referred to as "the Doctoral Student"

hereinafter jointly referred to as "the Parties".

**§ 1**

1. Rzeszów University is the beneficiary of the project entitled *...............................* ; Financing contract number: ........................ (hereinafter referred to as "the Project"), which provides support for a participant in the Doctoral School of the University of Rzeszów (hereinafter referred to as "the Doctoral School") during the cycle of education .............................. , consisting in the payment of a doctoral scholarship to the Doctoral Student.

2. The scholarship referred to in paragraph 1 above constitutes a doctoral scholarship within the meaning of Article 209 of the Act of July 20, 2018 – The Law on Higher Education and Science (i.e. Journal of Laws of 2022, item 574, as amended) (hereinafter referred to as "the Act").

3. A doctoral student may only be a person who has been admitted to the Doctoral School and has taken the oath in accordance with Article 200, paragraph 8 of the Act.

**§ 2**

1. The doctoral student undertakes to fulfill in a timely and diligent manner all the obligations imposed on him/her, as a beneficiary of the doctoral scholarship, financed from the National Science Center funds, received by the UR as part of the Project and the obligations under this Contract, ordinances, communications and other acts of internal law in force at the UR, as well as comply with the provisions of the Act and the rules and regulations of the Doctoral School.

2. The doctoral student is obliged in particular to:

1. implement correctly and timely his/her research tasks resulting from the cost estimate of the implemented Project and the Contract and the research plan in consultation with the project manager, i.e.:
* …….,
* ……..,
* …….,
* ………………..,
* ………………;
1. submit annual reports to the manager of the Project on the work carried out within 30 days after the end of the reporting period, i.e. by ................, ...........,
2. implement the individual research plan referred to in Article 202(1) of the Act, consistent with the implemented Project;
3. provide the UR and the funding institution, as well as entities authorized by the funding institution, without delay, with information on the state of implementation of the research financed under the contract for the implementation and financing of a research project and providing all documents and materials necessary to assess whether this research is conducted in a manner consistent with the contract for the implementation and financing of the project,
4. providing access to the full content of the prepared publication, which is the result of the implementation of the research project, shown in the annual reports and the final report,
5. include the following mention in the doctoral dissertation: "The author has obtained funds as part of the financing of a research project from the National Science Center" or its equivalent in English and the correct registration number of the Project,
6. include the full name of the Centre in Polish in all publications and studies resulting from the implementation of the project ("Narodowe Centrum Nauki") or English ("National Science Centre, Poland") and the correct registration number of the Project. Publications in which the Centre is not indicated as a research funding institution will not be treated as a result of the implementation of a research project and will not be taken into account when settling it.

3. The Doctoral Student declares that he/she does not and shall not receive, during the period of receiving the scholarship referred to in this Contract, another scholarship or remuneration financed from funds granted under direct costs from other research projects financed in NCN calls, excluding the remuneration of the project manager in the PRELUDIUM call.

4. In the case of employment at the UR, the scope of tasks entrusted within the Project may not coincide with the scope of duties to which he/she will be obliged as part of the employment contract at the UR. In addition, the tasks to be performed by the Doctoral Student shall not be performed during his/her work under the employment contract at the UR nor shall these obligations be the same as the civil law contract concluded by the Doctoral Student for the UR.

5. The doctoral student declares that he/she does not hold a doctoral degree and is not a participant of another doctoral school.

**§ 3**

1. The doctoral student shall receive a scholarship from the UR paid in PLN in monthly tranches after:
	1. ................ PLN gross each – up to the month in which the doctoral student's midterm assessment at the Doctoral School was carried out,
	2. ............. PLN gross each – after a month, in which the midterm assessment of the Doctoral Student at the Doctoral School was carried out.
2. The payment of the tranches shall begin ................................. and shall be made over a period of ...............................
3. The scholarship shall be paid in accordance with the rules adopted at the UR, by transfer to the bank account of the Doctoral Student No. ........................................................................................................
4. The source of funding for the scholarship is the Project ..........................................................................
5. The scholarship is not subject to personal income tax pursuant to Article 21(1)(137) of the Act of July 26, 1991 on personal income tax, while it is subject to social and health insurance contributions.
6. The amount of the scholarship shall be changed by the amount of social security contributions, health insurance contributions or contributions to the Labor Fund in the event of a change in the law regulating the obligation to pay them. In such a case, the Parties undertake to conclude an annex to this Contract. However, the maximum gross amount of the scholarship along with the above-mentioned components that is paid to the Doctoral Student may not exceed the amounts specified in the announcement of the competition ................, i.e. in the case specified in § 3 section 1 point a. of this Contract it may not exceed PLN 5,000 gross/gross per month.

**§ 4**

1. The Contract may be terminated by mutual agreement of the parties.

2. The Contract shall be terminated with immediate effect on the date on which the decision to delete the Doctoral Student from the list of Doctoral Students of the Doctoral School became final.

3. Deletion of the Doctoral Student from the list of doctoral students takes place in the cases specified in Article 203 paragraph 1 of the Act and in the rules and regulations of the Doctoral School. Deletion of the Doctoral Student from the list of doctoral students may also take place in the cases specified in Article 203 paragraph 2 of the Act, the rules and regulations of the Doctoral School, as well as in the case of failure of the Doctoral Student to comply with the obligations set out in § 2 sections 1 and 2 of this Contract.

4. If the financing institution, pursuant to the contract on the implementation and financing of a research project or relevant legal provisions, demands return of all or part of the co-financing from the UR due to non-performance or improper performance of the obligations arising from this Contract by the Doctoral Student, including in particular the doctoral student's breach of the obligations specified in § 2 section 2 above, the UR reserves the right to pursue claims for damages from the Doctoral Student on the general principles provided for in generally applicable laws.

**§ 5**

The Contract is legally binding from .............................. to ........................................

**§ 6**

1. Any changes to the contract require a written form under pain of being null and void.
2. The provisions of Polish law shall apply to this Contract.

**§ 7**

The contract has been drawn up in three identical copies, one for the Doctoral Student and two for the UR.

**§ 8**

Any disputes arising from the implementation of this contract shall be settled by the court of local jurisdiction in Rzeszów.

|  |  |
| --- | --- |
|  DOCTORAL STUDENT |  UNIVERSITY OF RZESZOW |

 ……………………………………………………. …………………………………………………….……..

 (Doctoral Student’s Signature) (Rector's Signature)

 ……………………………………………….………………………...

 (Signature of the Director of the Doctoral School)

 ……………………………………………………………………………

 (Signature of the NCN Project Manager)