*Annex No. 3 - Model Agreement
between the Beneficiary and the Project Participant*

**CONTRACT BETWEEN THE BENEFICIARY AND THE PROJECT PARTICIPANT**

Concluded on \_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Agreement", between:

University of Rzeszów, address: 35-959 Rzeszów, al. Rejtana 16c,
NIP: 813-32-38-822, REGON: 691560040, hereinafter referred to as the "University", represented by
Ms./Ms. \_\_\_\_\_\_\_\_\_\_[[1]](#footnote-1) - \_\_\_\_\_\_\_\_\_\_[[2]](#footnote-2) , being the Beneficiary within the meaning of the agreement
on the implementation and financing of the project entitled. UR an international PhD student[[3]](#footnote-3) (hereinafter referred to as the Project) within *the* framework of the STER NAWA Programme - Internationalisation of Doctoral Schools[[4]](#footnote-4) (hereinafter referred to as the Programme) concluded with the National Agency for Academic Exchange, hereinafter referred to as the "Agreement
with the University".

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Ms/Ms: \_\_\_\_\_\_\_\_\_\_[[5]](#footnote-5) , PESEL/passport no. \_\_\_\_\_\_\_\_\_\_, address: \_\_\_\_\_\_\_\_\_\_,
hereinafter referred to as
the "Project Participant".

The parties have agreed the following terms of the Agreement:

**§ 1 - subject matter of the agreement**

1. The parties have mutually agreed to implement a scholarship programme for the best foreign doctoral students studying at the UR Doctoral School in accordance with the provisions of the Agreement with the University.
2. The Project Participant declares and confirms that he/she has read and accepts the Programme documentation and the obligations imposed on him/her in the Agreement with the University and the documents mentioned therein.
3. The University will provide the Project Participant with funding support in the form of a doctoral scholarship payment*,* hereinafter referred to as the "Activity".
4. The activity referred to in section 3 above shall constitute a doctoral scholarship within the meaning of Article 209 of the Law on Higher Education and Science of 20 July 2018 (i.e. Journal of Laws of 2023, item 742, as amended) hereinafter referred to as the "Act".
5. The Project Participant declares that he/she has read and accepts the terms and conditions of the Contract. The introduction of any changes to the Agreement requires written form under pain of nullity.

 **§ 2 - duration of the contract**

1. The agreement shall enter into force on the date of its conclusion, i.e. upon signature by the last party.
2. The activity will start on \_\_\_\_\_\_\_\_\_\_[[6]](#footnote-6) and end on \_\_\_\_\_\_\_\_\_\_[[7]](#footnote-7) .

**§ 3 - termination of contract**

1. The Agreement may be terminated by agreement of the Parties.
2. The agreement is terminated with immediate effect from the date on which the decision to remove the Project Participant from the list of PhD students at the UR Doctoral School has become final.
3. Removal of a Project Participant from the list of doctoral students of the UR Doctoral School takes place in cases indicated in Article 203(1) of the Act and in the Regulations of the UR Doctoral School. Removal of a Project Participant from the list of doctoral students may also take place in cases indicated in Article 203(2) of the Act, the Rules and Regulations of the UR Doctoral School, as well as in the situation of the Project Participant's failure to fulfil the obligations set out in § 5(1) and (2) of this Agreement.
4. If the financing institution, under the project financing agreement or the applicable legislation, demands from the University the return of all or part of the subsidy due to the Project Participant's non-performance or improper performance of his/her obligations under this agreement, the University reserves the right to pursue claims for damages against the Project Participant on the general principles provided for in the generally applicable legislation.

**§ 4 - funding of the Action**

1. The amount of the Activity financed by the Project's sources is 5,000 PLN gross/gross per month (in words: five thousand PLN).
2. The Project Participant will receive from the University a doctoral scholarship paid in PLN in monthly tranches of:
3. PLN 4266.57 gross each - up to the month in which the mid-term evaluation of the Doctoral Student at the UR Doctoral School was carried out,
4. PLN 4266.57 gross each - after the month in which the mid-term evaluation of the Doctoral Student at the UR Doctoral School was carried out.
5. Disbursement of tranches will commence on \_\_\_\_\_\_\_\_\_\_[[8]](#footnote-8) and will be made over a period of \_\_\_\_\_\_\_\_\_\_[[9]](#footnote-9) months.
6. The scholarship will be paid in accordance with the University's rules, by transfer to the Project Participant's designated bank account, i.e. account number: \_\_\_\_\_\_\_\_\_\_[[10]](#footnote-10)
7. The source of funding for the Measure is the Project.
8. The measure is not subject to personal income tax under Article 21(1)(137) of the Personal Income Tax Act of 26 July 1991, but is subject to social and health insurance contributions.
9. The amount of the doctoral scholarship shall be changed in the event of a change in the law governing its payment, and shall be changed by the amount of social insurance contributions, health insurance contributions or contributions to the Labour Fund in the event of a change in the law governing their payment. In such cases, the Parties undertake to conclude an annex to this Agreement. However, the maximum gross amount of the doctoral scholarship, including the aforementioned components, paid to the Project Participant from the Project's financial resources may not exceed the amount specified in the Regulations of the scholarship programme for the best foreign doctoral students studying at the Doctoral School at the University of Rzeszów within the framework of the "UR an international PhD student" Project, in accordance with the assumptions of the STER NAWA Programme - internationalization of doctoral schools , i.e. in the case specified in § 4, passage 1 of this Agreement, may not exceed the amount of PLN 5,000 gross / gross per month.
10. The Project Participant undertakes to complete the evaluation questionnaire within the timeframe and according to the rules defined in the Programme.

**§ 5 - Responsibilities of the Project Participant**

1. The Project Participant undertakes to fulfil in a timely and diligent manner all obligations arising from the legal acts of the Programme and the Project, the Agreement, orders, communications and other internal laws in force at the University, as well as the Act and the regulations of the UR Doctoral School.
2. The Project Participant declares that he/she does not hold a doctoral degree and is not a doctoral student at another doctoral school.

**§ 6 - Personal data**

When concluding this Agreement, the Project Participant is obliged to submit a declaration regarding his/her personal data, constituting attachment No. 1 to the Agreement. Failure to submit the above declaration by the Project Participant constitutes grounds for non-payment of financial resources to the Project Participant and for withdrawal from the Agreement by the University within 3 months from the date of its conclusion, i.e. by \_\_\_\_\_\_\_\_\_ .

**§ 7 - applicable law and judicial jurisdiction**

The award and payment of a grant under the Programme shall be made on the basis of the provisions of the Agreement, taking into account the provisions of the Agreement with the University. Any disputes relating to the Agreement will be resolved in accordance with Polish legislation.

**§ 8 - final conditions**

1. The competent court for the resolution of any disputes arising from the performance of the Agreement will be the Court of competent jurisdiction of the University.
2. This Agreement is drawn up in two counterparts, one for each
of the Parties.

*Project participant For the University*

*First name, surname First name, surname and function*

*Caption.................................... Caption ......................................*

*Place and date ..................... .... Place and date...............................*

*Seal of the University*

**Appendices:**

1. Model Declaration of a Project Participant[[11]](#footnote-11)

1. Name [↑](#footnote-ref-1)
2. Function [↑](#footnote-ref-2)
3. Title of project Beneficiary [↑](#footnote-ref-3)
4. NAWA Programme name [↑](#footnote-ref-4)
5. Name and surname of the Project Participant [↑](#footnote-ref-5)
6. dd-mm-yyyy [↑](#footnote-ref-6)
7. dd-mm-yyyy [↑](#footnote-ref-7)
8. dd-mm-yyyy [↑](#footnote-ref-8)
9. number of months [↑](#footnote-ref-9)
10. account no. [↑](#footnote-ref-10)
11. Specimen Declaration of a Project Participant is enclosed as Attachment No. 1 to the Regulations of the Scholarship Programme for the Best Foreign Doctoral Students Studying at the Doctoral School at the University of Rzeszów. [↑](#footnote-ref-11)