*Annex 2 - 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 the scholarship exchange under the Programme 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 a Project Participant with funding for the realisation of a short form of education - a month-long artistic internship (artistic residency) carried out in order to support foreign mobility of the best doctoral students of the Doctoral School at the University of Rzeszów from Poland and abroad in ..................... *(name of the university/academic institute)* in ........................ *(city, country)* in the period from ..................... *(dd-mm-yyyy)* to ..................... *(dd-mm-yyyy) (provide a short description of the Activity together with the dates when the Activity will be implemented),* hereinafter referred to as "Activity".
4. The Project Participant accepts the grant and undertakes to carry out the Activity referred to in paragraph 3.
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 action will start on \_\_\_\_\_\_\_\_\_\_[[6]](#footnote-6) and end on \_\_\_\_\_\_\_\_\_\_[[7]](#footnote-7) .

**§ 3 - funding of the Action**

1. Funding for costs related to the Activity is \_\_\_\_\_\_\_\_\_\_ PLN (in words: \_\_\_\_\_\_\_\_\_\_). The above amount is made up of the amount for travel in the amount of \_\_\_\_\_\_\_\_\_\_ and the amount for living costs in the amount of *\_\_\_\_\_\_\_\_\_\_.*
2. The Project Participant undertakes to complete the evaluation questionnaire within the timeframe and according to the rules defined in the Programme.
3. The Project Participant is obliged to provide, depending on the nature of the Activity, an appropriate
certificate confirming its correct execution. Specimen certificate constitutes attachment No. 1 to the Agreement.
4. Within 30 days of the end of the Activity, the Project Participant is obliged to provide the University with a correctly filled in trip financial clearance form. The financial clearance of the trip is enclosed as Annex No. 2 to the Agreement.

**§ 4 - payments to the Project Participant**

1. Within \_\_\_\_\_\_\_\_\_\_ days from the entry into force of the Agreement, a payment of \_\_\_\_\_\_\_\_\_\_ PLN will be ordered to the Project Participant.
2. For the remainder, the University shall pay the Project Participant the funds
by \_\_\_\_\_\_\_\_\_\_ after the acceptance by the University of the Financial Settlement of the trip referred to in § 3.4.
3. If the amount of funds transferred to the Project Participant in accordance with § 4, passage 1 exceeds the amount due as shown in the Financial Statement for the trip, the Project Participant shall be obliged to return the amount constituting the difference between the amount paid and the amount due to him/her within 7 days of the acceptance of the Financial Statement for the trip by the University. The funds returned by the Project Participant, referred to in the previous sentence, constitute unused funds within the meaning of the Agreement with the University.
4. Payments will be made by bank transfer to the bank account of the Project Participant indicated by the Project Participant, i.e. account number: \_\_\_\_\_\_\_\_\_ *(indicate the method of payment to the Project Participant*).

**§ 5 - Personal data**

When concluding this Agreement, the Project Participant is obliged to submit a declaration regarding his/her personal data, constituting attachment No. 3 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 \_\_\_\_\_\_\_\_\_ .

**§ 6 - 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.

**§ 7 - 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 Certificate[[8]](#footnote-8)
2. Specimen financial statement for the trip[[9]](#footnote-9)
3. Model Declaration of a Project Participant[[10]](#footnote-10)
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. A specimen of the Certificate is attached as Appendix 3 to the STER NAWA Regulations for Artist Internships (Artist Residencies). [↑](#footnote-ref-8)
9. Template of the Financial Account of the trip is enclosed as Attachment No. 6 to the Regulations of the artistic traineeships (artistic residencies) STER NAWA [↑](#footnote-ref-9)
10. Specimen Declaration of the Project Participant is enclosed as appendix no. 8 to the Regulations of the artistic internships (artistic residencies) STER NAWA [↑](#footnote-ref-10)