正本

檔 號: 保存年限:

國立中興大學 書函

機關地址:40227臺中市南區興大路145號 承 辦 人:鄭渝靜 聯絡電話:04-22840206-22 電子郵件:yccheng@nchu.edu.tw

- 受文者:生命科學院
- 發文日期:中華民國114年2月18日
- 發文字號:興國字第1140002922號
- 速别:速件

裝.....

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密等及解密條件或保密期限:

- 附件:如文
- 主旨:檢送「教育部辦理114年波蘭政府獎學金甄選簡章」暨相 關附件,校內申請至114年3月3日止,請公告周知,請 照。
- 說明:
 - 一、依據教育部114年2月13日臺教文(三)字第1142500126號函 辦理。
 - 二、申請資格:
 - (一)具中華民國國籍。
 - (二)於我國立案之公私立大學畢業,取得學士以上學位證書。
 - (三)具下列語言能力條件之一者:
 - 曾於大專校院修習波蘭語課程1年以上並取得正式
 學分者。
 - 2、曾於大專校院修習英語課程1年以上且英語平均成 績達80分者。
 - 3、取得各項英檢與CEFR架構對照表B2級所列任一機構 之語言檢定證明。大學英語免修或全英語授課科目 (EMI)成績80分以上者,應檢具相關佐證文件並經就 學校審核具備前述語言能力。
 - (四)獲獎後能具結保證於受獎期間不非法打工、不擔任與

第1頁 共2頁

學生身分不符之職務(務必遵守波蘭相關入出境及居 留規定)。

(五)未曾領取本獎學金。

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三、申請期限:即日起至114年3月3日。申請文件1式紙本送至本處,另需繳交一份PDF電子檔至yccheng@nchu.edu.tw (信件主旨請寫上「教育部辦理 114學年度波蘭政府獎學 金甄選簡章」)。

四、相關申請資訊詳見申請簡章。

正本:本校各學院、系、所、學位學程 副本:



本案依分層負責規定授權單位主管決行

	教育部辦理114年波蘭政府獎學金甄選簡章
一、提供單位	波蘭高等教育暨科學部國家學術交流總署
二、辦理依據	駐波蘭代表處教育組114年1月3日波蘭教字第1140103002號函
三、計畫說明	波蘭高等教育暨科學部國家學術交流總署(簡稱教科部)與該部所屬
	公立大學合作設置本獎學金,受獎新生赴教科部指定大學附設語言
	中心就讀波蘭語言先修課程;續領獎學金生向教科部所屬公立大學
	申請免學費就讀波蘭語碩士學位學程,教科部則按月依在學事實核
	發受獎生獎學金。
四、甄選名額	5名
五、波蘭語言先	培訓受獎新生以波蘭語學習專業學科課程的能力為主,含語言課、
修課程	波蘭概論、歷史、地理、數學等科目。適用擬於115學年度在波蘭攻
	讀碩士學位者申請。
六、獎學金待遇	(一) 波國補助(住宿費由受獎生自行負擔):
	1. 免學費。
	 2. 獎學金:核發1學年獎學金(114年10月至115年6月),每月波幣
	1,800茲羅堤(實際金額依教科部公告)。
	(二) 本部補助:
	1. 機票費:臺波往返最直接航程普通經濟艙機票乙張,每人以
	申請補助乙次為限;未修滿1學年課程者,返程機票須自
	理,不予補助。
	2. 生活費:在波受獎研習期間每月生活費新臺幣6,000元,1次發
	給1學年(114年10月至115年6月);修滿1學年課程者,始得請
1 + + - × 14	領生活補助費。
七、申請資格	符合下列各項資格者,始得報名參加甄選:
	 (一) 具中華民國國籍。 (二) 共业团立安立八孔立上與思考, 取得與上以上與供談書。
	(二)於我國立案之公私立大學畢業,取得學士以上學位證書。(三)經就讀學校向本部推薦;未經學校推薦之個別申請案,不予受
	(二) 經就韻字校尚本部推為, 不經字校推為之個別干萌亲, 不了受 理,申請文件, 恕不退還。推薦學校須為申請者正在就讀或已
	畢業之國內大專校院。
	(四)具下列語言能力條件之一者:
	1. 曾於大專校院修習波蘭語課程1年以上並取得正式學分;
	2. 曾於大專校院修習英語課程1年以上且英語平均成績達80分;
	3. 取得各項英檢與CEFR架構對照表B2級所列任一機構之語言
	檢定證明。大學英語免修或全英語授課科目(EMI)成績80分以
	上者,應檢具相關佐證文件並經就讀學校審核具備前述語言
	能力。
	(五)獲獎後能具結保證於受獎期間不非法打工、不擔任與學生身分
	不符之職務(務必遵守波蘭相關入出境及居留規定)。
	(六) 未曾領取本獎學金。
八、應繳文件	由推薦學校檢附下列資料隨函送部(請依序排列):
	(一)報名表。
	(二) 個人簡歷(以波文或英文繕打,至多限A4兩頁篇幅)。
	(三)讀書計畫(以波文或英文繕打,含擬選擇之波蘭學校及就讀該校

	之學習動機,至多限A4兩頁篇幅)。	
	(四) 最高學歷英文畢業證書(113 學年度大學應屆畢業生請於 114年7	
	月前繳交畢業證書)。	
	(五) 英文版大學以上歷年成績單。	
	(六)符合資格之語言能力證明。	
	(七)推薦信1封(以波文或英文撰寫)。	
	(八) 個人經歷或傑出表現之說明或證明文件(無則免)。	
九、甄選作業流	(一) 校內初選:即日起申請者向推薦學校提出申請;學校審核後擇	
程	優至多推薦 5名,於114年3月14日前函送申請者報名資料審核表	
	及第八點所列應繳文件至本部,並以pdf檔傳送至本部國際及兩	
	岸教育司海外留學科電子信箱:dice3@mail.moe.gov.tw。請務	
	必確認紙本文件及電子檔於截止時間前送達本部,逾期恕不受	
	理。報名後,應繳文件不得補件或抽換。	
	(二) 國內複選:	
	1. 書面審查:經本部審查後函復推薦學校審查結果,符合申請	
	資格者由推薦學校轉達面試通知單。	
	2. 面試:114年3月下旬由本部聘請面試委員對符合申請資格者	
	進行面試,擇優錄取;面試原則以波蘭語、英語進行(實際面	
	試時間、地點及方式將另行通知)。	
	3. 面試評審標準(總分100分):	
	(1) 書面資料:個人簡歷、讀書計畫、在學成績、個人經歷與 做山主田知,上25八。	
	傑出表現等,占25分。 (2) 人品與態度:儀表、禮貌、態度舉止、涵養及國際禮儀	
	等,占25分。	
	(3) 言詞與表達能力:思考與反應、言語表達、英語及波蘭語	
	(5) 言詞與衣廷肥力,心考與及應,言語衣達,英語及波蘭語 文能力及邏輯概念等,占25分。	
	(4) 學識與見解:學識及時事的見解,占25分。	
	(4) 学識與元解·学識及時事的元解,百2.5分。 4. 複選結果:由本部於114年4月上旬函知駐波蘭代表處教育組	
	及推薦學校。	
	(三)波蘭教科部審核:	
	1. 通過本部甄選獲選送者將由波蘭教科部獎學金NAWA系統通	
	知相關資訊,請依波國政府規定,在期限內於該系統完成註	
	冊並上傳申請文件電子檔,由教科部運行分發修讀波蘭語言 生 你 細 知 知 與 拉	
	先修課程之學校。	
	2. 通過本部甄選獲選送者僅具本獎學金候選人資格,應於114年9	
	月30日前取得教科部所屬公立大學核發之語言中心入學許可	
1 22 12 22 21 22 22 22 22 22 22 22 22 22	且獲教科部同意,始取得正式受獎資格。	
十、補助費用申	(一) 機栗與生活費:	
請流程	1. 抵達波蘭後1個月內,檢具報到單、願遵守受獎期間不非法打	
	工亦不擔任與學生身分不符職務之具結書、領款收據、機票票根	
	或電子機栗、國際線航空購票證明單或旅行業代收轉付收據、	
	登機證存根、護照基本資料頁、入出境日期戳記頁及受獎生本	
	人國內銀行帳戶封面影本等文件,寄至駐波蘭代表處教育組	
	請領臺灣至波蘭單程機票費。	

 2. 115年結束研習返國1個月內,檢具114學年度在學證明、畢業 證書或學業成績單、指導老師簽名之進修成績考核報告單、進 修心得報告單、領款收據、機票票根或電子機票、國際線航 空購票證明單或旅行業代收轉付收據、登機證存根、護照基 本資料頁及入出境日期戳記頁等文件送本部請領波蘭至臺灣
修心得報告單、領款收據、機票票根或電子機票、國際線航 空購票證明單或旅行業代收轉付收據、登機證存根、護照基
空購票證明單或旅行業代收轉付收據、登機證存根、護照基
本資料頁及入出境日期戳記頁等文件送本部請領波蘭至臺灣
返程機票及1學年生活補助費。
(二)指導老師評語不佳者,返程機票須自理,本部不予核發。
(三)機票購買價格應合理,申請者票價高於同時段同一航程者,本
部將比照該時段同一航程一般行情價格發給。
十一、注意事項 (一)獎學金期程:波蘭語言先修課程1學年,倘接續依第六款順利就
讀波蘭語碩士學位學程,得再請領2學年。
(二)受獎規定:
1. 請依波國政府規定,在期限內於波蘭教科部獎學金NAWA系
統簽署受獎承諾書,按期繳納問卷。
2. 若未能於時限內取得免學費入學許可,或於波國規定到校註
冊日期前,因故不克抵達波蘭辦妥入學手續,應即以書面通
知本部,由備取生遞補。
3. 考量語文研習效益,若因波蘭當地疫情、天災等不可抗力因
素,本獎學金保有延期、變更或中止之權利。
(三) 就讀語言:為推廣波蘭語及波蘭文化,教科部原則規定本獎學
金受獎生以就讀波蘭語學位學程為主,請逕洽官方網站查詢
各校開設學程:https://study.gov.pl/studyfinder。
(四)合作學校:
1. 本獎學金合作學校不含波蘭政府其餘部會管轄之大學(例
如,文化部所屬之藝術類大學非屬本獎學金適用範圍),教
科部所屬公立 大 學 列 表https://radon.nauka.gov.pl/dane/studia-
prowadzone-na-okreslonym-kierunku °
2. 波蘭公立大學合辦之歐盟聯合碩士學程(Erasmus Mundus
Joint Master Degree, EMJMD)非屬本獎學金適用範圍,務請留
意。
(五) 醫療保險:取得正式受獎資格者請預為辦妥涵蓋第1學年研習
期間之歐盟申根醫療保險,並備妥英文保險證明,請詳參波蘭
臺北辦事處波蘭簽證資訊。
(六)波蘭語碩士學位學程申請入學:受獎新生結束波蘭語言先修課
程後得以續領獎學金生身分,自行申請於115學年度赴合作學
校免學費就讀波蘭語碩士學位學程,行前務請依我國外交部
領事事務局相關規定辦妥英文版高中及大學畢業證書與成績
單文件認證(倘持自行複印之影本送驗,該影本需由學校核章
證明與正本無誤),並經波蘭臺北辦事處認證。
(七) 獎學金額度:教科部保留增減本獎學金額度之權利,受獎生實
領金額以該部核發金額為準。
(八)本簡章未盡事宜,依教科部相關規定及波蘭國家學術交流總署
外國學生獎助辦法暨簡章辦理,倘遇解釋上歧異,以波蘭語版
之法規要點為準。

各項英檢與 CEFR 架構對照表

CEFR (Common European Framework of Reference for languages : Learning, Teaching, Assessment,歐洲語言學習、教學、評量共同參考架構)

CEFR 語言能 力参考指標	多益 (TOEIC)	FLPT 外語 能力測驗	托福 iBT	雅思 (IELTS) 學術組	全民英檢 (GEPT)	劍橋大學英語能力 認證分級測驗
A2(基礎級)	聽110分 讀115分 說90分 寫70分	聽讀:105-149分 說:S-1+ 寫:D		3.0 級	初級 Elementary	Key (KET)
B1(進階級)	聽275分 讀275分 說120分 寫120分	聽讀:150-194 分 說:S-2 寫:C	42-71 分	4.5-5.0 級	中級 Intermediate	Preliminary (PET)
B2(高階級)	聽400分 讀385分 說160分 寫150分	聽讀:195-239 分 說:S-2+ 寫:B	72-94 分	5.5-6.5 級	中高級 High-Intermediate	First (FCE)
C1 (流利級)	聽490分 讀455分 說180分 寫180分	聽讀:240以上 說:S-3以上 寫:A	95分以上	7.0-8.0 級	高級 Advanced	Advanced (CAE)
C2(精通級)				8.5-9.0 級	優級 Superior	Proficiencey (CPE)

REGULATIONS OF THE POLISH NATIONAL AGENCY FOR ACADEMIC EXCHANGE

Programmes for natural persons taking up education

Warsaw, 28 March 2024



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I. GLOSSARY OF TERMS AND ABBREVIATIONS

- 1) **Agency -** the Polish National Agency for Academic Exchange;
- 2) **Director -** the Director of the Agency;
- 3) **Expert** person who conducts substantive assessment of applications submitted under the call for proposals for participation in the Programme;
- 4) Call for Proposals call for proposals for participation in the Programme;
- 5) **Announcement** announcement of the call for proposals for participation in the Programme referred to in Art. 19 of PNAAE;
- 6) **Programme** programme specified in the Announcement aimed at the implementation of the Agency's tasks;
- 7) **Regulations -** these Regulations for the Programmes for natural persons taking up education;
- 8) System Agency's ICT system referred to in Art. 14 of PNAAE;
- 9) Scholarship Holder person who has been awarded financing and with whom the Agreement has been concluded;
- 10) Funds funds referred to in Art. 18 section 2 point 2 of PNAAE;
- 11) **University** Polish research or academic centre in which the Scholarship Holder has taken up education;
- 12) PNAAE the Act of 7 July 2017 on the Polish National Agency for Academic Exchange;
- 13) HES the Act of 20 July 2018 on Higher Education and Science;
- 14) Agreement agreement referred to in art. 26 of PNAAE;
- 15) **Application** a form completed by the Applicant and submitted under the Call for Proposals via the Agency's ICT system;
- 16) **Applicant** person who intends to submit or has submitted Application under the Call for Proposals;
- 17) **Evaluation Team** team appointed by the Director to conduct substantive assessment of applications within the scope indicated in the Announcement.



II. GENERAL INFORMATION

1. How to use the Regulations

These Regulations specify the terms of the Call for proposals for participation in programmes addressed to natural persons.

Part I of the Regulations - Glossary of terms and abbreviations - contains useful definitions and references to relevant laws.

Part II contains general information on programmes for natural persons, including information on persons authorized to submit applications and information common to all programmes addressed to natural persons.

Parts III – VIII, similarly as parts I and II, describe the principles common to all programmes for natural persons.

When determining any deadlines related to project dates or to implementation of activities, the provisions of the Polish Civil Code regarding the calculation of deadlines, i.e. art. 110 et seq. shall apply.

Detailed information on the call for proposals, including the deadlines and allocation of funds for the call, shall be published in the Announcement.

2. Eligible persons

The applicants may be natural persons who meet the requirements specified in the Announcement of the call for proposals for a given Programme, including:

- 1) students,
- 2) doctoral students,
- 3) participants of a preparatory courses for taking up education in Polish language,
- 4) persons who plan to take up education as students, doctoral students or participants of preparatory courses for taking up education in Polish language.

Detailed information on eligible Applicants under a given Programme can be found in the Announcement.

III. SUBMISSION OF THE APPLICATION FOR GRANTING FUNDS AND CONCLUSION OF THE CALL FOR PROPOSALS

1. Registration and use of the Agency's ICT system

Pursuant to Art. 14. of PNAAE the Agency operates the System in which the data necessary for issuing decisions on granting funds under the Agency's Programmes are processed. The scope, rules and terms of using the System are described in "the Regulations of the use of the NAWA's ICT system¹.

¹ Available: <u>https://nawa.gov.pl/images/users/629/Regulamin_st_NAWA_wazny_od_09.08.2019.pdf</u>



For contacts with the Applicant, correspondence shall be conducted via the System.

Failure to comply with the indicated form of communication may result in leaving the documents submitted by the Applicant with the use of other means of communication without consideration. The Applicant shall be obliged to regularly check correspondence in the System after submitting the Application.

2. Submission of the application in the Agency's ICT system

In order to participate in the call for proposals under the Programme one should:

- 1) register an account in the System available at: https://programs.nawa.gov.pl;
- 2) submit the Application with the necessary attachments via the System.

It shall be the responsibility of the Applicant to check whether the operation of submitting the application has been completed correctly.

All letters shall be delivered to the Applicant in the form of an electronic document to the e-mail address provided in the application. The Applicant shall be obliged to notify the Agency of any changes of the e-mail address to which the correspondence regarding the application should be sent.

3. General rules for submitting applications

By submitting the application, the Applicant accepts the terms and rules specified in the Announcement as well as in the Regulations and in the attachments.

The Agency reserves the right to cancel the call for proposals, in particular in the event of introducing significant changes to the provisions of law affecting the conditions of conducting the call for proposals, occurrence of force majeure or in other justified cases.

All information necessary for the proper conduct of the call for proposals shall be published by the Agency at: www.nawa.gov.pl.

The applicant shall be obliged to correctly fill in the application in accordance with the guidelines contained in the System, which specify in detail the scope of information necessary to be presented in each of the required fields of the application. Information of substantive character entered into the Application by the Applicant has to be entered in the fields designated for this purpose.

If the Applicant submits more applications than allowed by the rules of a given Programme (Announcement), only the last application submitted in the System within the time limit for submission shall be subject to assessment.

4. List of required attachments to the application

The required information in this regard shall be specified in the Announcement.

5. Assessment of the application

The rules for assessing applications shall be described for each Programme in the Announcement.



1. Formal assessment of the application

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

If necessary, the Agency may, once within a given scope, request the Applicant to provide additional documents or explanations. Information on the need to supplement/provide explanations to the application shall be sent by e-mail as a notification from the System to the Applicant's e-mail address.

Applications which do not meet the formal requirements set out in the Announcement shall not be considered.

2. Substantive assessment of the application (if applicable)

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

Only applications which meet the formal criteria shall be submitted for substantive assessment.

The components and criteria of the assessment shall be specified in the Announcement. The substantive assessment shall be conducted on the basis of the criteria specific to a given Programme, described in the Announcement.

The names and surnames of External Experts who carry out substantive assessment under the Programme shall not be made available. The Agency shall publish annually the alphabetical list of External Experts participating in the assessment of applications in a given calendar year, jointly for all Programmes.

6. Conclusion of the call for proposals

As a result of the substantive assessment, the list of applications recommended for financing shall be prepared.

The Director shall make the decision granting or refusing to grant funds under the Programme, taking into account the list of applications recommended for funding, the objective of the Programme and the effective use of funds allocated for its implementation.

The decision to grant or to refuse granting funds under the Programme shall be sent to the Applicant in the System. The decisions of the Director of the Agency shall be delivered to the Applicant in the form of electronic document to the e-mail address provided in the application. The decisions of the Director of the Agency shall be signed with a qualified electronic signature.

The list of the Scholarship Holders, including their names and surnames, shall be published on the Agency's proprietary site in the Public Information Bulletin (BIP).



7. Appeal procedure

In the event of any formal violations in the allocation of funds, the Applicant may request the Director of the Agency to reconsider the case. The request for reconsideration of the case may include reservations only as to formal issues in the process of granting funds, and not to the merits of the substantive assessment.

The request for reconsideration of the case should be submitted to the Director of the Agency 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 Agency's Incoming Mailbox (ePUAP mailbox: /NAWA/SkrytkaESP) in the form of an electronic document bearing a qualified electronic signature (a trusted signature, a personal signature or a signature authenticated in a manner ensuring the possibility of confirming the origin and integrity of the verified data in electronic form).

In the course of proceedings, the Director examines:

- admissibility of the apaeal (possibility to submit an apaeal),
- submission of an appeal on time.

The inadmissibility of the appeal and the failure to meet the deadline for its apeal are stated by the Director in a decision which is final in this case.

If the appeal is admissible, i.e. it concerns formal violations when granting funds, the Director will review the decision issued in the first instance, i.e. will reconsider and resolve the case. In the course of activities related to the consideration of the application for reconsideration of the case, the person who previously participated in the issuance of the contested decision may not participate.

The decision stating the inadmissibility of submitting the 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 Jana Kazimierza 10, 01-248 Warszawa.

IV. PROCEDURE OF CONCLUSION OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

In the decision granting funds, the Agency shall specify the activities to be performed by the Applicant and the deadline for their performance.

Conclusion of the agreement with the Applicant shall takes place on the basis of the decision of the Director of the Agency granting funds under the Programme, after the successful completion of the application assessment procedure.

The model Agreement constitutes an attachment to the Regulations.

The Agreement shall be made available to the Scholarship Holder in the System, of which the Scholarship Holder shall be informed in an e-mail sent to the e-mail address provided during registration in the System.



After receiving information that the Agreement has been made available, the obligations of the Scholarship Holder shall include:

- 1) supplementing and checking the correctness of the data contained in the Agreement, including address and bank details (if applicable), and in the event of any irregularities, reporting them to the Agency;
- 2) accepting the Agreement.

If the Applicant selected in the call for proposals fails to sign the Agreement with the Agency within the deadline, financing may be awarded to another Applicant who has received a positive substantive assessment.

Termination of the Agreement may take place in justified cases upon the parties' agreement or in cases specified in the financial agreement, including in the case of gross failure to comply with the provisions of the Agreement, ignoring signals calling for improvement of activities sent by the Agency, placing by the Scholarship Holder false information in the application in the call for proposals under the Programme, of which the Agency learns during the term of the Agreement and in the case of the Scholarship Holder's behaviour which goes beyond the legal or cultural norms of a given country.

V. PAYMENT RULES, RIGHTS AND OBLIGATIONS OF THE SCHOLARSHIP HOLDER AND REPORTING

1. Payment schedules under the Programmes

- 1. Funds shall be disbursed in the manner and on the terms specified in the Announcement.
- 2. The funds shall be granted for the period of the studies or the preparatory course indicated in the Announcement of the call for proposals under the Programme (i.e. for partial studies, for the duration of the preparatory course or the period of studies, i.e. for the number of semesters provided for in the studies' regulations) and in the amount specified in the Announcement.

The scholarship will be disbursed under the condition of realization of studies the Beneficiary was granted the scholarship for, according to the stipulations of the Announcement.

- 3. Payment of funds shall be made on a monthly basis, with the proviso that the payment may be made no later than on 31 December of a given year, with compensation back from the first month in which the Scholarship Holder began education at the University.
- 4. Upon a justified request of a person with documented disability, the Director of the Agency may waive chosen programme rules with regard to such person, if compliance with such rules would be excessively difficult due to the type of the disability, and the deviation from a given rule shall contribute to ensuring for such person equal conditions for participation in the call for proposals or implementation of the Programme, as compared to other Programme beneficiaries.
- 5. Payment of funds shall be suspended if the Scholarship Holder:
 - 1) is on a student leave (or a justified break of a similar nature),
 - 2) stays outside the territory of the Republic of Poland continuously for more than 30 days, with the exception of being delegated on a trip by the University, e.g. under the EU Erasmus + programme.
- 6. Payment of funds may also be suspended in the circumstances specified in section 8 or in the case of administrative proceedings being held against the Scholarship Holder regarding his/her removal from



the list of students.

- 7. After the reason for suspending the scholarship ceases to exist, the Scholarship Holder shall inform the Agency about this fact through the University.
- 8. The agreement with the Scholarship Holder may be terminated if the Scholarship Holder:
 - 1) has not taken up a given form of education;
 - 2) has failed the preparatory course;
 - 3) repeats a semester or a year of the studies
 - 4) has been removed from the list of participants of the preparatory course-or from the list of students by the University;
 - 5) has provided false information on the basis of which he/she was granted financing;
 - 6) has obtained Polish citizenship during the educational cycle;
 - 7) has been disciplinarily punished or convicted by a final court judgment for an offense committed intentionally or an intentional fiscal offense;
 - 8) is staying on the territory of the Republic of Poland illegally or has not presented a document confirming the legalization of his/her stay on the territory of the Republic of Poland at the request of the Agency or the University;
 - 9) does not have health insurance or has not presented relevant document at the request of the Agency or the University;
 - 10) has not submitted or corrected the report,
 - 11) has breached material provisions of these Regulations, of the Announcement or the Agreement other than those mentioned above.
- 9. If the right to obtain the scholarship is withdrawn due to the Scholarship Holder repeating a year or a semester, it shall be the responsibility of the University to define the financial conditions for his/her admission to the continuation of the preparatory course or studies. The Scholarship Holder may continue education on the terms providing for the lack of tuition fees and without the scholarship, if the University agrees to it.

2. General rules of financial settlement

The Scholarship Holder shall be responsible for the timely settlement of his/her educational course by submitting reports and other documents indicated in the Announcement to the Agency.

Reports shall be submitted electronically via the System using electronic forms prepared and made available by the Agency, unless the Agency indicates another form of submitting the report.

Reports shall be submitted on the terms and conditions specified in the Announcement.

A correctly prepared report shall be subject to verification and approval in terms of its compliance with the Announcement and the Agreement. The Agency may decide to subject the report to Experts' assessment.

In the event of submitting an incorrectly prepared report or submitting an incomplete report, the Scholarship Holder shall be obliged to correct or complete the report within 14 days from the date of receiving information in the System about the need to correct or complete the report. In this case, the lapse of the time limit for its assessment shall be suspended.

Failure to submit the report within the indicated deadline or failure to complete or correct it within the indicated deadline may constitute grounds for suspending the payment of funds as well as may constitute



the basis for requesting the Scholarship Holder to return the received funds.

The Scholarship Holder may not receive other scholarships related to the implementation of a given form of education² during the term of the agreement, except for the benefits referred to in HES and related to the implementation of the EU Erasmus + programme.

3. Rights and obligations of the Scholarship Holder

- 1. The Scholarship Holder undertakes in particular to:
 - provide the Agency with a certificate issued by the University confirming admission to the studies in a given field and with the indication of the period of studies implementation, within 14 days from the date of admission to the studies (if applicable);
 - 2) submit the decision of the Director of the Agency to the University within 30 days from the date of its delivery to the Applicant (if applicable);
 - legalize his/her stay in the Republic of Poland and present, at the request of the Agency or the University, a document confirming the legalization of stay in the territory of the Republic of Poland;
 - 4) regularly attend classes provided for in the curriculum of the preparatory course or the studies;
 - 5) comply with the provisions of these Regulations, the Announcement and the Agreement as well as the rules for the implementation of the preparatory course or studies in accordance with the provisions in force at the University conducting the course or the studies;
 - 6) timely submit reports;
 - 7) participate in events organized by the Agency;
 - 8) possess health insurance, i.e.: health insurance policy or the European Health Insurance Card for a given academic year, or
 - a) universal health insurance within the meaning of the provisions of the Act of 27 August 2004 on Health Care Services Financed from Public Funds, or
 - b) confirmation that the insurer covers the costs of treatment in the territory of the Republic of Poland,

and present, at the request of the Agency or the University, a document confirming the possession of the insurance;

- 9) inform the Agency about any occurrences and situations which may affect the implementation of the Programme by the Scholarship Holder, including, inter alia, obtaining a student leave.
- 2. Scholarship Holders applying for the full cycle of education shall be additionally required to:
 - a. select studies and participate in the recruitment for the studies at the selected university;
 - b. get acquainted with the rules and schedule of the recruitment for the studies in force at the university of his/her choice and in the field of study of his/her choice, in particular checking if there are any additional examinations.

The full list of universities, fields of study, levels and forms of education and obtained professional titles is available in the Pol-on system at: www.polon.nauka.gov.pl. Information on the fields of study (offered by Polish universities) is available at: www.wybierzstudia.nauka.gov.pl;

² The given form of education means Studies – no matter which level is, education in doctoral schools, postgraduate studies, specialist education and other forms of education.



c. check whether the universities operate the system of electronic registration of candidates. Applicants for studies under the Programme should register in the university's internet systems within the time limits required by the university on the terms provided for foreigners as well as on the terms of the scholarship of the NAWA Director (Scholarship Holders attending a preparatory course should take part in recruitment for studies at a selected university during the course).

In addition, the Agency informs that

- d. Decisions on admitting candidates to studies shall be made by the Universities;
- e. Non-public universities shall define the financial terms of education;
- f. The Agency shall not refund registration fees.
- 3. The Scholarship Holder has the right to:
 - a. receiving a scholarship in accordance with the Announcement;
 - b. change the field of study;
 - c. change the university where the Scholarship Holder plans to start studies or is studying.

	Before starting the studies	After starting the studies	
Change of the field	The change is allowed, provided	The applicant shall be obliged to obtain	
of studies, referred	that the chosen field of study	the Agency's approval to change the	
to in section 3 point	meets the criteria indicated in the	e field of study, unless the Announcement	
2	Announcement of the call for	states otherwise.	

	proposals under the Programme. The change shall not require the Agency's approval.	
Change of the university referred to in section 3 point 3	The change is allowed as long as the selected university meets the criteria set out in the Announcement of the call for proposals under the Programme. The change shall not require the Agency's approval.	The applicant shall be obliged to obtain the approval of the Agency to change the university, unless the Announcement states otherwise.

Decisions on the possibility of changing the university or the field of study outside relevant field of science shall be made by the Director, who may refer to the opinion of the Evaluation Team.

VI. EVALUATION

The Scholarship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency. Participation in the evaluation shall include:

1) filling in the evaluation questionnaire by the Scholarship Holder regarding his/her stay at the studies under the Programme within the time limit applicable to the report for the last reporting period;



- 2) if the Scholarship Holder participates in the annual preparatory course: filling in the evaluation questionnaire by the Scholarship Holder regarding the completed course within 30 days from the end of the participation in the course;
- 3) participation in separate evaluation studies conducted by the Agency or with its consent in the period from the date of signing the Agreement until 5 years after the end of the agreement implementation.

Evaluation questionnaires mentioned in point 1 and 2 above, shall be made available to the Scholarship Holder by the Agency online, outside the System; information about the questionnaire together with the link to it shall be sent by e-mail from the address: <u>ewaluacja@nawa.gov.pl</u> to the e-mail address of the Scholarship Holder.

The Scholarship Holder shall be also obliged to participate in evaluation studies conducted by the Ministry of Science and Higher Education or by the Ministry of Foreign Affairs on the terms specified by the entity conducting the study in the period from the date of signing the Agreement until 5 years after the end of the Programme implementation.

VII. PERSONAL DATA PROCESSING

The Controller of personal data (within the meaning of the General Data Protection Regulation) of Experts, Guardians, Scholarship Holders, Applicants, University representatives and other persons involved in the implementation of the Programme shall be the Agency³

The data shall be used for the following purposes:

- 1) implementation of the Programme (legal basis Article 6 (1) (e) of GDPR) "tasks carried out in the public interest");
- 2) implementation of agreements concluded as part of the Programme (legal basis Article 6 (1)
 (b) of GDPR "performance of agreement";
- 3) fulfilment of the Agency's legal obligations related to the Programme, e.g. keeping accounting records (legal basis Article 6 (1) (c) of GDPR) "legal obligation";
- 4) investigation or defence against possible claims related to the Programme or in connection with the need to prove certain facts which are of significant importance to the Agency in this regard (legal basis Article 6 (1)(f) of GDPR) "legitimate interest"; deadlines for pursuing claims under the agreement are specified in detail in the Polish Civil Code,
- carrying out promotional activities under the Programme (legal basis Article 6 (1) (f) of GDPR)
 "legitimate interest".

The provision of the data shall be voluntary, but necessary for participation in the Programme and in the implementation of other Agency's objectives. Refusal to provide the data may result in the inability to participate in the Programme and the inability to implement other above-mentioned objectives of the Agency. The data shall not be used to make decisions based solely on the automated processing of personal data, including profiling within the meaning of art. 22 of GDPR.

The data shall be used for the period necessary to implement the above-mentioned purposes, i.e. in particular:

³ Within the scope referred to in Art. 14 of PNAAE, the Controller shall be the Director



- 1) for the duration of the Programme,
- 2) for the period of considering the applications or until they are removed from the System by the persons submitting the application (data of persons whose applications were not approved for financing),
- 3) for the period resulting from legal provisions (data which the Agency has to store in accordance with the applicable provisions of law, e.g. accounting data),
- 4) for the period of making any other necessary settlements (data of all persons involved in the implementation of the Programme),
- 5) for the period of implementing promotional activities under the Programme.

The data subject may submit a request to the Agency for:

- 1) access to his/her personal data (information on personal data being processed and a copy of the data),
- 2) rectification of his/her data (if they are incorrect) and data transfer (in cases specified in GDPR),
- 3) deletion or limitation of the processing of his/her personal data

- on the terms set out in GDPR.

Regardless of the rights listed above, the data subject may object to the processing of his/her data at any time, if the legal basis for the use of data constitute:

- 1) legitimate interest (Article 6 (1) (f) of GDPR) or
- 2) tasks carried out in the public interest (Article 6 (1) (e) of GDPR).

The data subject shall also have the right to lodge a complaint with the Head of the Personal Data Protection Office, if it is found that the processing of personal data violates the law.

Subject to all data security guarantees, the data may be transferred - apart from persons authorized by the Controller - to other entities, including:

- 1) entities involved in the implementation of the Programme,
- 2) entities authorized to receive it in accordance with the provisions of law,
- 3) entities processing it on behalf of the Agency (e.g. technical services providers and advisory services providers) and
- 4) other controllers (e.g. notary or legal offices).

In the case of transferring personal data outside the European Economic Area, it shall be carried out in accordance with the requirements set out in Chapter V of the GDPR.

In matters related to personal data protection, please contact the Agency's Data Protection Officer (DPO): odo@nawa.gov.pl.

VIII. CHANGES TO THE REGULATIONS

The Agency reserves the right to change these Regulations. The introduced changes shall be effective from the moment of their publication.

Applications submitted before the publication of the changes to the Regulations have to be resubmitted by the Applicant if their provisions are inconsistent with the introduced changes. The Agency shall notify all



Applicants who submitted their applications before the publication of the changes to the Regulations by sending information via the System or via e-mail to the Applicants' addresses.

Changes of an ordering and clarifying nature as well as those introduced in order to correct obvious mistakes in the Regulations shall not require separate notification of their introduction, subject to publication of the content of such changes.

In the event of circumstances limiting the possibility of implementing the Programme, in particular resulting from force majeure or conducting classes within the studies or the preparatory course in a remote formula, the Agency reserves the right to change the rules of the Programme and the amount of the Scholarship rates.

IX. CONTACT WITH THE AGENCY

Narodowa Agencja Wymiany Akademickiej

ul. Polna 40 00-635 Warszawa Telephone: +48 22 390 35 00 Fax: +48 22 826 28 23 <u>https://nawa.gov.pl/kontakt</u>

X. ATTACHMENTS

1) Model Agreement

Annex no. 1

IDENTIFICATION CARD OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

DATA OF THE AGREENIENT				
1. Number of the decision	[number]	2. Number of the agreement	[number]	
3. Start date	[date] if applicable	4. End date	[date] if applicable	
DATA OF THE SCHOLARSHIP HOLDER				
5. SCHOLARSHIP HOLDER		[full name]		
6. Country		[country]		
7. Address		[address]		
8. ID Or Passport no.		[number]		
9. Personalid.no.[PESEL](if	applicable)	[number]		
REPORTING				
10 Descert	Reporting period	From [date]	To [date]	
10. Report		Academic year		
11. Final report	Reporting period	From [date] if applicable	To [data] if applicable	



STATEMENT OF THE SCHOLARSHIP HOLDER

I confirm the compliance of the above data with the legal and factual state of affairs and I acknowledge that this page to the Agreement constitutes its integral part.

Place, date

.....

..... signature of THE SCHOLARSHIP HOLDER



AGREEMENT NO

hereinafter referred to as "the Agreement", concluded In

Warsaw between:

the Polish National Agency for Academic Exchange - a public legal person established on the basis of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw at: ul. Polna 40, 00-635 Warszawa, tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180, hereinafter referred to as "the Agency", represented for the purpose of conclusion of the Agreement by its legal representative,

and

Mr./Ms. [full name], a citizen of [name of the country], residing at ul. [address of residence - street no., city, postal code], ID card/passport no.: [number, country]/personal id. no. (PESEL): [number], hereinafter referred to as "the Scholarship Holder",

hereinafter referred to as "the Parties". The

Parties agreed as follows:

§1

Subject Matter of the Agreement

- 1. Subject matter of the Agreement constitutes performance by the Scholarship Holder of the activity consisting in [implementation of the scholarship], hereinafter referred to as "the Scholarship", financed by the Agency in accordance with the decision of the NAWA Director no. [number] of [date] (hereinafter referred to as "the Decision"), constituting Annex no. 5 to the Agreement under the Programme [name of the programme], hereinafter referred to as "the Programme"
- 2. The programme shall be implemented on the terms specified by the Agreement.
- 3. The Director of the Agency within the implementation of the Programme granted the Scholarship Holder funds for [participation in the preparatory course/period of studies/period of education at the doctoral school] in accordance with the Announcement of the call for proposals under the Programme (hereinafter referred to as "the Announcement") constituting Annex 2 to the Agreement.
- 4. The Agreement shall be implemented in the period [from to /of the preparatory course/of the statutory period of the studies/of education at the doctoral school/of winter semester/of summer semester] from the academic year [academic year].

§2

Terms of performance of the Agreement

- 1. The scholarship shall be implemented in accordance with:
 - 1) the provisions of the Agreement and the Identification Card, constituting Annex no. 1 to the Agreement;
 - 2) the Announcement, followed by;



- 3) the Regulations of the Polish National Agency for Academic Exchange Programmes -Programmes for natural persons taking up education (hereinafter referred to as "the Regulations"), constituting Annex no. 4 to the Agreement;
- 4) the application [number] for participation in the Programme, to the extent approved for implementation by the Agency in accordance with the Decision, constituting Annex 3 to the Agreement, hereinafter referred to as "the Application".
- 2. Statements submitted within the call for proposals under the Programme shall be binding during the performance of the Agreement.
- 3. The Agency shall not be liable for any damages incurred by the Scholarship Holder or third parties, arising in connection with the performance of the Agreement, in particular such as costs of treatment not covered by insurance.

§3

Obligations of the Scholarship Holder

The Scholarship Holder shall be obliged to fulfil the obligations on the terms of the Agreement as well as the Announcement and the Regulations.

§4

Financing rules. Principles of suspending financing

- 1. The funds shall be disbursed on the terms of the Agreement as well as the Announcement and the Regulations.
- 2. The condition for the payment of funds granted under the Agreement shall be possessing by the Agency the funds allocated for the implementation of the Programme.
- 3. The Agency shall not be responsible for the actions or omissions of the university, in particular for any delays or failure to pay the awarded funds.

§5

Insurance

The Scholarship Holder shall be obliged to arrange for his/her insurance specified in the Announcement and the Regulations for the duration of the Agreement.

§6

Scholarship Holders' Reports

The Scholarship Holder shall be obliged to fulfil the obligations in accordance with the Agreement as well as the Announcement and the Regulations.

§7

Principles of Evaluation

The Scholarship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency (or other authorized entities indicated in the Regulations) on the terms and conditions specified in the Agreement and in the Regulations.

§8

Terms of Agreement Termination, Force Majeure

1. In the event of occurrence of circumstances resulting in or likely to lead to changes in the content of the Agreement or its annexes, the Scholarship Holder shall report this fact to the



Agency immediately, but not later than within 7 days from the date of the occurrence, under the pain of not recognizing them as effective by the Agency.

- 2. The Parties shall be released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
- 3. Force majeure shall be considered by the Parties, in particular, as external events lying beyond the control of the Parties, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, which took place after the conclusion of the Agreement.
- 4. A party may invoke the occurrence of force majeure only if it immediately, but not later than within the time limit specified in point 1, informs the other Party of the occurrence of force majeure, together with the description of the situation or event, expected duration of force majeure and the description of its foreseeable consequences.
- 5. The parties shall be obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
- 6. In the event of occurrence of force majeure limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to change the rules of the Programme and the amount of the Scholarship rates.
- 7. If it is detected that the Scholarship Holder has breached the Agreement, in particular with regard to his/her obligations, including the requirements for submitting reports, the Agency may terminate the Agreement in writing, upon prior written requesting the Scholarship Holder and giving him/her an additional 14-day period for ceasing the breaches of the Agreement or removing or remedying their consequences.
- 8. The Agreement may also be terminated by the Parties by their mutual agreement in the event of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In such the case, the parties shall agree on the terms of settlement of the received funds.

§9

Principles of personal data protection, image dissemination

- 1. Under the Agreement, the Scholarship Holder shall grant the Agency the consent to disseminate his/her image as well as film and promotional materials with his/her participation, recorded in connection with the implementation of the Scholarship, without any time and territorial restrictions.
- 2. The consent referred to in point 1, shall cover the use of the Scholarship Holder's image by the Agency or by other persons acting on behalf of the Agency, recording and reproducing the Scholarship Holder's image through any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the statutory objectives of the Agency.
- 3. The protection of personal data shall be carried out on the terms set out in the Regulations.

§10 Final Provisions



- 1. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
- 2. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other generally applicable provisions of law shall apply.
- **3.** The Parties agree that the law applicable to the obligations arising under the Agreement shall be Polish law.
- 4. Disputes arising from the performance of the Agreement shall be settled by the common court territorially competent for the location of the registered office of the Agency.
- 5. The Scholarship Holder shall be obliged to notify the Agency within 7 days of any changes of the essential data included in the Agreement, including: change of name, address, e-mail address under the pain of all activities performed by the Agency via the Agency's ICT system using outdated data being effective towards the scholarship holder.
- 6. The Agreement was concluded in a documentary form via the Agency's ICT system and shall enter into force upon its acceptance by the last Party.
- 7. Any amendments to the Agreement shall be made in writing or in a documentary form, otherwise null and void, unless the provisions of the Agreement provide otherwise.
- 8. Annexes to the Agreement:
 - 1) Annex no. 1 Identification card of the Agreement with the Scholarship Holder;
 - 2) Annex no. 2 Announcement available at: <u>www.nawa.gov.pl;</u>
 - Annex no. 3 Application for participation in the Programme available in the Agency's ICT system at: <u>https://programs.nawa.gov.pl/;</u>
 - Annex no. 4 Regulations of the Polish National Agency for Academic Exchange Programmes - Programmes for natural persons taking up education, available at: <u>www.nawa.gov.pl</u>;
 - 5) Annex no. 5 Decision of the Agency Director, available in the Agency's ICT system at: https://programs.nawa.gov.pl/.

The Agency:

The Scholarship Holder:

(Signature) Warsaw,_____ (date)

(Signature)

(date)