

AGREEMENT

between:

Name and address of the institute: Maj Institute of Pharmacology of the Polish Academy of Sciences, 31-343 Kraków, ul. Smętna 12, Tax Identification Number (NIP): 6750001828, National Official Business Register Number (REGON): 000325943, hereinafter referred to as the “Institute”, represented by the Director – Professor Władysław Lasoń, being the Beneficiary within the meaning of the agreement no. PPI/PRO/2019/1/00038/U/001 for the implementation and financing the project under *PROM Programme – International scholarship exchange of PhD students and academics* (hereinafter referred to as the “Programme”), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the Institute”

and

Mrs/Mr: [name, surname, PESEL number if available, passport number respectively and address of the PhD student or academic]:
hereinafter referred to as the “Project Participant”.

The parties have established the following terms and conditions.

PROVISIONS OF THE AGREEMENT:

§ 1 – SUBJECT MATTER OF THE AGREEMENT

1. The parties have decided to implement a scholarship exchange within the scope of the Programme subject to the provisions of the Agreement with the Institute. The Programme is co-financed by the European Social Fund under the Knowledge Education Development Operational Programme.
2. The Project Participant represents and confirms that he/she has familiarized himself/herself with the Programme documentation and obligations imposed on her/him in the Agreement with the Institute and accepts them.
3. The Institute shall provide the Project Participant with co-financing for implementing a short form of education, (... *provide a brief description of the Action and implementation dates*), hereinafter referred to as the Action.
4. The Project Participant is obliged to hold health insurance, civil liability insurance and accident insurance valid within the implementation period of the Action referred to in § 1 paragraph 3 of this agreement. The Project Participant shall provide the Institute with the copies of the insurance policies (insurance contracts) as well as the terms and conditions that apply to the insurer’s liability at the latest on the day of commencing the Action.
5. The Project Participant accepts co-financing and undertakes to implement the Action referred to in paragraph 3.
6. Should the implementation of the Action result in creating a piece of work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2017, item 880, as amended), the Project Participant undertakes to conclude with the Institute a separate agreement for the transfer of proprietary rights related to that piece of work to the Institute, including the exclusive right to grant permission to exercise derivative rights, taking into account at least the provisions specified in paragraphs 8-10 of this article. Separate agreement shall be concluded at the acceptance of the piece of work by the Institute, referred to in §4 point 1 of the Regulations on the management of copyright and related rights, industrial property rights and principles of commer-

- cialization of the results of research and development at the Institute of Pharmacology of the Polish Academy of Sciences, not later than within 7 days of its acceptance.
7. Failure to conclude the agreement referred to in paragraph 6 of this article on the part of the Project Participant shall constitute a gross breach of this agreement, referred to in § 2 of this agreement.
 8. The Project Participant shall transfer on the Institute the proprietary rights to the piece of work, without limitation with regard to the territory, time, number of copies covering the following fields of exploitation:
 - 1) recording, copying, entering into computer memory and network servers,
 - 2) exhibiting or public presentation on the screen, including seminars and conferences,
 - 3) using in published materials and in any kind of audiovisual and electronic media,
 - 4) reproducing by means of printing or recording on a magnetic storage device in the electronic form,
 - 5) marketing,
 - 6) placing on the market,
 - 7) providing free access to reproduced copies,
 - 8) using in whole or in part and combined with other works, making compilations by supplementing with various elements, updating, modifying, translating into foreign languages, changing colours or size of the whole or part of works,
 - 9) entering in whole or in part into the Internet in the way that enables incoming transmission by the interested user, including recording in RAM,
 - 10) publication and dissemination in whole or in part by radio or television in cable networks or by means of wireless transmission through a ground station or a satellite.
 9. The Project Participant shall transfer on the Institute the right to exercise derivative copyrights and the right to grant permission for exercising derivative copyrights on works covering fields of exploitation specified in paragraph 8 hereinabove.
 10. The transfer of proprietary copyrights on the Institute covering all fields of exploitation indicated in paragraph 8 hereinabove shall be effected within the scope of co-financing allocated to the Project Participant, referred to in § 3 of this agreement.
 11. The Project Participant declares that he/she has familiarized himself/herself and accepts the terms and conditions set forth in this agreement. All amendments to this agreement must be made in writing or else shall be null and void.

§ 2 – DURATION OF THE AGREEMENT

1. This agreement shall enter into force on the date of its conclusion, i.e. after signing by the last party.
2. The Action shall commence on and finish on
3. This agreement can be terminated by the Institute with an immediate effect in the following cases:
 - 1) gross breach of the contractual provisions on the part of the Project Participant, in particular spending substantial amount of funds (the sum exceeding 50% of allocated funds) against the provisions of the agreement or avoiding transferring proprietary copyright,
 - 2) failure on the part of the Project Participant to fill out the evaluation survey within the deadline specified in the agreement,

- 3) providing by the Project Participant false information in submitted documents, applications or settlement forms or making a false declaration,
 - 4) improper performance of the Action or undertaking activities that force circumstances which pose a threat to a proper performance of the Action,
 - 5) delay in the performance of the Action on the part of the Project Participant to an extent that, according to the Institute's assessment, makes performance of the Action within the deadline specified in the agreement or the application form impossible.
4. In the event of the termination of the agreement, the Project Participant is obliged to return the amount received increased by the statutory interest for delay charged from the day of transferring the funds to the day of its return, within 14 calendar days of the day of the termination of the agreement. The funds returned after the deadline shall be increased by the statutory interests for the delay, charged as of the day following the day of deadline expiry.

§ 3 – CO-FINANCING FOR THE ACTION

1. Co-financing of the cost associated with the Action shall amount to PLN, in words: The above sum consists of the amount for covering the cost of travel of PLN and the amount for covering the costs of living of PLN and (*list all other costs associated with the Action*).
2. The Project Participant declares that he/she has not received other co-financing for covering the whole or part of the cost associated with the Action, including funds from the European Union or budget resources.
3. Co-financing is subject to return in whole or in part if the Project Participant fails to perform or improperly performs this agreement, in particular in case of:
 - 1) gross breach of contractual provisions,
 - 2) spending significant amount of the funds against the provisions of this agreement,
 - 3) providing false information in submitted documents, applications or settlement forms or making a false declaration,
 - 4) improper performance of the Action or undertaking activities that force circumstances which pose a threat to a proper performance of the Action.
4. The events listed in paragraph 3 above shall be subject to provisions included in § 2 of this agreement.
5. Should the Project Participant finish the stay abroad earlier than established in this agreement, provided that other terms and conditions of the agreement are met, the amount of co-financing subject to return shall be calculated on a *pro rata* basis. In the event that the Project Participant was prevented from completing the Action due to force majeure (understood as an external event that is impossible or almost impossible to foresee whose consequences cannot be prevented, among others, large-scale fires, volcano eruption, earthquake, epidemic, riots, strikes, military operations), the Project Participant is entitled to receive co-financing in the amount calculated based on the actual duration of the Action. Such events must be reported by the Project Participant to the Institute immediately after force majeure occurrence.

6. The Project Participant undertakes to complete an evaluation survey that constitutes annex 2 to this agreement, within the time-limit and based on the terms and conditions set out in the Programme.
7. The Project Participant is obliged to provide, depending on the nature of the Action, a suitable certificate proving proper implementation of the Action. A sample certificate constitutes annex 3 to this agreement.
8. Within the period of..... days from the completion of the Action, the Project Participant shall provide the Institute with a properly completed Trip settlement form that constitutes annex no. 1 to this Agreement.

§ 4 – PAYMENTS TO THE PROJECT PARTICIPANT

1. Within 14 days of the day of the entry of this agreement into force payment amounting to PLN shall be ordered to be made to the Project Participant.
2. As to the reminder, the Institute shall pay to the Project Participant the funds within 14 days of the day of meeting the following conditions:
 - 1) accepting by the Institute the Trip settlement referred to in § 3 paragraph 4, and
 - 2) receiving from NAWA confirmation that the Project Participant has completed the evaluation survey.
3. Should the amount of funds provided to the Project Participant pursuant to § 4 paragraph 1 exceed the amount payable indicated in the Trip settlement form, the Project Participant is obliged to return the amount of a difference between the amount actually paid and the amount payable within 14 days of accepting the Trip settlement by the Institute. The funds returned by the Project Participant, referred to in the preceding sentence, shall constitute unused funds within the meaning of the Agreement with the Institute.

§ 5 – BANK ACCOUNT

Payments will be made to the Project Participant's bank account as detailed below:

Name of the bank: [...]

Exact name of the account holder: [...]

Full account number (including IBAN/BIC bank codes): [...]

Currency of the account: [...]

§ 6 – PERSONAL DATA

Conclusion of this agreement imposes on the Project Participant an obligation to submit a declaration on personal data, which constitutes annex no. 4 to this agreement.

Failure to submit the above-mentioned declaration by the Project Participant shall constitute the basis for non-payment of funds to the Project Participant and entitles the Institute to withdraw from this agreement within 3 months of the date of its conclusion, i.e. by..... .

§ 7 – APPLICABLE LAW AND JURISDICTION



Rzeczpospolita
Polska



Unia Europejska
Europejski Fundusz Społeczny



Granting and payment of co-financing under the Programme shall be made on a basis of the provisions of this agreement, taking into account the provisions of the Agreement with the Institute. Any disputes relating to this agreement shall be settled in accordance with the Polish legislation.

§ 8 – FINAL PROVISIONS

1. The court having jurisdiction over the Institute’s seat shall be competent for resolving any disputes arising from this agreement.
2. This agreement has been drawn up in two counterparts, one for each party.

Project Participant

On behalf of the Institute

.....
Name and surname

.....
Name, surname and the position

Signature.....

Signature

Place and date

Place and date.....

Institute’s stamp

Annexes:

- 1) Trip settlement form,
- 2) Evaluation survey,
- 3) Sample Certificate,
- 4) Declaration of the Project Participant,
- 5) Substantive report from the trip.

