

**AGREEMENT NO ...../.....**

**For a Scholarship under the "Research in Poland" Scholarship Programme**

**Case Sign .....**

Concluded on ..... in Warsaw between

**Juliusz Mieroszewski Centre for Dialogue**, acting under the Act of 25 March 2011 on the Juliusz Mieroszewski Centre for Dialogue (Journal of Laws of 2023, item 96), based in Warsaw, Jasna 14/16A, 00-041 Warsaw, NIP: 5252503602, REGON: 142894349, represented by ..... hereinafter referred to as the "Centre."

and ..... residing at ....., .....  
....., ....., hereinafter referred to as the "Scholarship recipient".<sup>1)</sup>

The basis for the agreement is decision no .... /..... of the Director of the Juliusz Mieroszewski Centre for Dialogue of ..... on granting a scholarship under the "Research in Poland" scholarship programme.

### **§ 1 Subject of the contract**

(1) The Centre shall award a scholarship to the Scholarship recipient under the "Research in Poland" scholarship programme for scientific research as detailed in the scholarship application submitted on ....., and the Scholarship recipient undertakes to fulfil the obligations set forth in this agreement.

(2) The contract shall be completed upon approval by the Director of the Centre of the final report on the work done under the scholarship programme and on the use of the scholarship amount.

(3) The scholarship application and its attachments shall constitute Annex No. 1 of this Agreement.

### **§ 2 Statements of the Grantee**

1.<sup>2)</sup> The Scholarship recipient declares that he/she works with or for academic, expert or analytical institutions with documented achievements in research activities, and is conducting or intending to conduct research activities on the history, politics, culture and heritage of the peoples of Central and Eastern Europe.

1.<sup>2)</sup> The Scholarship Holder declares that he/she is a person without a doctoral degree or equivalent, pursuing a doctoral programme or having a track record of research activity and conducting or intending to conduct scientific and research activity concerning the history, politics, culture and heritage of the peoples of Central and Eastern Europe.

(2) The scholarship holder declares that for the period of the scholarship he/she has not been granted another award by the Centre for a project undertaken to promote dialogue and understanding in relations between Poles and the nations of eastern Europe, as referred to in Article 25 (1) of the Act of March 25, 2011 on the Juliusz Mieroszewski Centre for Dialogue.

**§ 3 The scholarship period may be awarded, the scholarship amount, and the date and method of payment**

1.<sup>3)</sup> The scholarship is awarded for the winter semester from October 1, 2023 to January 31, 2024.

1.<sup>3)</sup> The scholarship is awarded for the summer semester from February 1, 2024 to June 30, 2024.

1.<sup>3)</sup> The scholarship is awarded for two semesters from October 1, 2023 to June 30, 2024.

2. The scholarship is granted in a monthly stipend of PLN 6500.00 (in words: six thousand five hundred 00/100) paid by the 10th day of the calendar month by transfer to the bank account of the Scholarship Holder:

Account no .....

Bank name .....

(3) The date of payment of the stipend shall be the date on which the Centre's bank account is debited with the payment.

**§ 4 Obligations of the Grantee**

The grantee undertakes:

- 1) To implement the scholarship programme in the Republic of Poland and fulfil the obligations set forth in this Agreement in accordance with the scholarship application;
- 2) to participate in at least two conferences, symposia, lectures, seminars or discussions organized by scientific centres based in the Republic of Poland whose activity relates to the scholarship programme;
- 3) to use the stipend for the purpose for which it was granted under this agreement;
- 4) to include in publications created in work done under the scholarship programme a reference that reads "The publication was created in the framework of the Juliusz Mieroszewski Centre for Dialogue scholarship programme."

- 5) to submit to the Centre publications or articles (in paper or electronic form) resulting from the scholarship programme with any certificate of acceptance for publication of the publication or article.

### **§ 5 Cancelling the scholarship / reducing the stipend**

(1) The Director of the Centre may cancel a scholarship if the Scholarship recipient fails to fulfil the obligations in this agreement or conducts public activities that violate the interests of the Centre. Possible reasons for cancelling a scholarship are listed in the "Research in Poland" programme regulations.

(2) The Director of the Centre shall notify the Scholarship recipient of cancellation of a scholarship within 7 days of the date of cancellation

### **§ 6 Reporting Obligations of the Grantee**

(1) The report on the work done under the scholarship shall be prepared in Polish or in English in electronic form, bearing an appropriate electronic signature or a reproduction (facsimile) of the handwritten signature, and submitted by email to [stypendia@mioszowski.pl](mailto:stypendia@mioszowski.pl)

(2) The ongoing results of work done under the scholarship programme shall be submitted at any time at the request of the Director of the Centre, no later than 15 days from the date when this request is delivered to the Scholarship recipient.

(3) If additional information and explanations are requested concerning the work done under the scholarship programme, they shall be submitted within the deadline set by the Centre.

4.<sup>3)</sup> An interim report on work done under the scholarship shall be submitted within 7 days after the end of the second month of the winter semester/summer semester<sup>2)</sup>.

4.<sup>3)</sup> An interim report on work done under the scholarship shall be submitted within 7 days after the end of the winter semester.

(5) The final report on work done under the scholarship shall be submitted within 15 days of the last day of the scholarship programme.

(6) If additional information and clarification of the final scholarship report are requested, the revised scholarship report shall be submitted by the deadline set by the Centre.

(7) A template for the interim and final reports is at Annex No. 2 to this agreement.

(8) In case of failure to submit on time the results of the scholarship programme or a report on work done under the scholarship, the Scholarship recipient shall pay a contractual penalty equal to 10% of the total amount of the scholarship awarded for the entire period of

its collection. The same shall apply to the Scholarship Recipient's failure to comply by the deadline set by the Centre with the obligations referred to in paragraph 3 or 6.

(9) The Centre shall have the right to claim compensation in excess of the contractual penalty referred to in paragraph 8.

(10) The submission of the final report on work done under the scholarship gives the Centre the right to disseminate its text in reports, information and promotional materials and other such documents.

### **§ 7 Control of contract performance**

(1) Inspection of the performance of the contract shall be carried out by an authorized employee of the Centre who may call on the scholarship recipient to provide additional information and explanations.

(2) Inspection of the performance of the agreement may be carried out in the course of the grant programme and after its completion, provided that it shall not be initiated after five years counting from January 1 of the year following the year in which the work done under the grant programme was completed.

(3) The grantee shall provide within the prescribed period additional information and explanations: copies, copies or extracts of documents necessary for the inspection shall also be presented at the request of the authorized employee of the Centre referred to in paragraph 1 above

(4) In the event of failure to comply with the request referred to in paragraph 1 above, the scholarship recipient shall pay a penalty of 10% of the total amount of the scholarship awarded.

(5) The Centre shall have the right to claim compensation in excess of the contractual penalty referred to in paragraph 4.

### **§ 8 Scholarship reimbursement**

(1) In the event of cancellation of the scholarship under § 5 (1), the scholarship shall be returned to the Centre's bank account:

Account no: 50 1130 1017 0020 1234 8420 0001

Bank Gospodarstwa Krajowego, Al. Jerozolimskie 7, 00-955 Warsaw.

(2) If the Director of the Centre has notified the scholarship recipient of the scholarship's cancellation under § 5 paragraph 2, the Director shall withhold payment of subsequent tranches of the scholarship and request repayment of tranches of the stipend received to date.

(3) Any amount of the stipend unduly received improperly shall be refunded with statutory interest calculated as between the date of repayment of the stipend to the Centre's bank account and the date of:

- 1) the cessation of the scholarship recipient's research activity during the scholarship period;
- 2) the expiry of the deadline set for the submission of results of the grant programme;
- 3) the expiry of the deadline set for providing additional information and clarification on the current results of the grant programme, as referred to in § 6(3);
- 4) the expiry of the deadline for submission of the interim or final report on the work done under the grant;
- 5) the expiry of the deadline set for the submission of a revised report on the work done under grant, as in § 6(6);
- 6) the occurrence, in connection with the preparation of the dissertation, of any circumstances that do not comply with the law<sup>4)</sup>

(4) Unused income and bank interest on the amount of the scholarship awarded, as fringe benefits, shall accrue to the Scholarship recipient.

(5) If the scholarship recipient has not fulfilled obligations in this agreement due to reasons beyond his/her control, the Centre may waive reimbursement of the scholarship stipend paid.

#### **§ 9 Dissolution of the contract if the contracting parties agree**

(1) The contract may be terminated by mutual consent of the parties to the contract in the event of circumstances for which the parties are not responsible which prevent performance of the contract.

(2) If the contract is terminated as in paragraph (1) above, the financial consequences and possible return of the stipend will be specified in the protocol.

#### **§ 10 Withdrawal from the contract by the Scholarship Recipient**

(1) The grantee may withdraw from the agreement within 14 days from the date of its conclusion by submitting in writing in Polish or English, a reasoned statement to that effect. The occurrence of circumstances that make fulfilling the agreement impossible shall be considered as justifying this statement.

(2) The grantee may withdraw from the agreement if the Centre does not transfer the agreed amount of the scholarship by the date specified in this agreement.

(3) If the scholarship recipient withdraws from the agreement after the Centre has transferred the fixed amount of the scholarship, the Centre shall be entitled to a contractual penalty equal to 10% of the total amount of the scholarship awarded for the entire period of its collection.

(4) The Centre shall have the right to claim compensation in excess of the contractual penalty referred to in paragraph 3.

### **§ 11 Withdrawal from the contract by the Centre**

(1) The Centre shall rescind the agreement if the scholarship is cancelled

(2) The financial consequences of cancellation of the scholarship are as in § 8 paragraphs 1-3.

### **§ 12 Liability to third parties**

(1) The scholarship recipient shall be solely liable to third parties for damages arising in connection with work done under the scholarship programme.

(2) Work done under the scholarship programme, including collecting, processing and transferring personal data, as well as introducing such data into information systems, shall be carried out in compliance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended) and Articles 3-5 of the Act of May 10, 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781).

### **§ 13 Delivery addresses**

(1) The addresses of the Parties as given in this Agreement are addresses for service. A written statement shall be deemed to have been delivered to a Party if it is sent to its address by registered mail with return receipt, even if the addressee is not present or has not received the letter for other reasons or refuses to receive it.

(2) The parties are obliged to notify each other of any change of addresses, or else the delivery of correspondence to the addresses specified in the agreement's compilation shall be deemed effective and no written addendum to the contract is required.

(3) If the scholarship recipient provides an e-mail address, correspondence between the Parties including the submission of statements may take place via e-mail.

(4) The parties undertake to use for reference purposes in their correspondence the contract number and case mark referred to in this agreement.

### **§ 14 Representatives of the Centre**

(1) For day-to-day cooperation under this contract and for any other issues arising, the authorized person(s) is ....., phone: ....., e-mail: [stypendia@mioszowski.pl](mailto:stypendia@mioszowski.pl)

(2) The person referred to in paragraph (1) shall be authorized to perform on behalf of the Centre actions specified in the contract, except for changing its provisions or withdrawing from or terminating the contract. The authorization also does not apply to cases where specific actions are reserved for the Director of the Centre.

(3) If the person referred to in paragraph (1) is changed, the Centre shall notify the scholarship recipient in writing.

### **§ 15 Transfer of rights and obligations under the contract**

(1) The rights and obligations of the contracting parties under this agreement may not be transferred to third parties.

(2) Claims against the Centre under this agreement may not be transferred to third parties.

(3) The scholarship recipient shall not entrust work done under the scholarship programme to another person without the written consent of the Centre.

### **§ 16 Final provisions**

1 The contract shall be governed by Polish law and shall be interpreted in accordance with it.

(2) The contract binds the parties from the date of its signing and is concluded for the period of execution of the subject matter of the contract.

### **§ 17**

To the extent not regulated by the agreement, the provisions of the Act of April 23, 1964 shall apply. - Civil Code (Journal of Laws of 2022, item 1360, as amended), the Act of August 27, 2009 on Public Finance (Journal of Laws of 2023, item 1270, as amended), the Act of March 25, 2011 on the Juliusz Mioszowski Centre for Dialogue (Journal of Laws of 2023, item. 96), the ordinance of the Minister of Culture and National Heritage of July 6, 2023 on scholarships under the scholarship programmes of the Juliusz Mioszowski Centre for Dialogue (Journal of Laws, item 1447), the provisions of the regulations of the "Research in Poland" scholarship programme and other legal provisions relevant to the agreement.

### **§ 18.**

(1) This Agreement is drawn up in two versions: one copy for the Centre and one for the scholarship recipient

(2) The following annexes are part of this agreement:

- 1) Appendix 1: A copy of the scholarship application with any attachments;
- 2) Appendix 2: Template of interim/final report on work done under the grant.

**Scholarship recipient**

**Centre**

.....

.....

(signature of the Grantee)

(signatures and official seals of authorized persons  
to represent the Centre)

(company seal)

- <sup>1)</sup> The compact of the agreement will be adapted to the circumstances of the case, including the data contained in the scholarship application.
- <sup>2)</sup> Alternative provisions, depending on the status of the grantee.
- <sup>3)</sup> Alternative provisions, depending on the scholarship period for which the scholarship was awarded.
- <sup>4)</sup> Optional provisions. Applies when the scholarship recipient is a participant in a doctoral programme or equivalent.