

*Appendix No. 2 - agreement form between the Beneficiary and the Project Participant*

**AGREEMENT No. ..../PROM/202...**

between:

Name and address of the institute: Jerzy Haber Institute of Catalysis and Surface Chemistry, Polish Academy of Sciences, Niezapominajek 8, 30-239, Kraków, hereinafter referred to as the “Institute”, represented by: Director Prof. Piotr Warszyński, being the Beneficiary within the meaning of the agreement on the implementation and financing of the project under the PROM Program - short-term academic exchange (hereinafter referred to as the Program), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the Institute”.

and

Mrs./Mr. PESEL/Passport number: ..... ul. ...., ..... hereinafter referred to as the “Project Participant”

The parties agreed on the following terms of the contract.

**PROVISIONS OF THE CONTRACT:**

**§ 1 - SUBJECT OF THE CONTRACT**

1. The Parties mutually agreed to implement the scholarship exchange within the Program, in compliance with the provisions of the Agreement with the Institute. The Program is financed by the European Social Fund under the European Funds for Social Development Program.
2. The Project Participant declares and confirms that he/she has become familiar with the Programme documentation and the obligations imposed on him/her in the Agreement with the Institute and the documents listed therein, and accepts them.
3. The Institute will provide the Project Participant with funding for the implementation of a short form of education: ....., taking place from ... to ..., hereinafter referred to as the Action.
4. For the period of the implementation of the Activity referred to in § 1 section 3 of this agreement, the Project Participant is obliged to have health insurance, civil liability insurance and accident insurance. The Project Participant shall submit to the Institute a copy of insurance policies (insurance agreements) and the insurer's liability conditions no later than on the day of commencement of the Activity.
5. The Project Participant accepts funding and undertakes to implement the Activity referred to in paragraph 3.
6. The Project Participant declares that he/she has read and accepts the terms of this agreement. Any changes to this agreement must be made in writing under penalty of nullity.

**§ 2 – DURATION OF THE CONTRACT**

1. The Agreement enters into force on the date of its conclusion, i.e. after signing by the last of the parties.
2. *The activity will start on ..... and end on .....*
3. The Agreement may be terminated by the Institute with immediate effect in the following cases:



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- 1) a gross breach of the provisions of the agreement by the Project Participant, in particular in the event of spending a significant part of the funds (over 50% of the awarded amount) in breach of the agreement,
  - 2) failure of the Project Participant to complete the evaluation survey within the deadline specified in the agreement,
  - 3) the Project Participant includes false information in the documents, applications or settlements submitted by him/her or makes a false declaration,
  - 4) improper implementation of the Action or causing circumstances through one's actions that threaten the proper implementation of the Action,
  - 5) delays by the Project Participant in the implementation of the Activity to such an extent that, in the Institute's opinion, it is not probable that the Activity will be implemented within the time specified in the agreement or in the application.
4. In the event of termination of the agreement, the Project Participant is obliged to return the received funds along with statutory interest as for late payment, calculated from the date of transfer of these funds to the date of their return, within 14 calendar days from the date of termination of the agreement. On funds returned after the deadline referred to in the first sentence, statutory interest as for late payment shall be calculated, starting from the day following the day on which this deadline expired.

### § 3 – FUNDING ACTIVITIES

1. The financing of costs related to the Activity amounts to ..... PLN, in words: ....., 00/100. The above amount consists of the amount allocated for travel in the amount of .....PLN, the amount allocated for living costs in the amount of .....PLN and the amount of the scholarship in the amount of .....PLN. The fee (if applicable) will be paid by the Institute on behalf of the Project Participant to the account of the Activity organizer.
2. The Project Participant declares that he/she has not received any other funding, including from European Union funds or budget resources, to cover part or all of the costs related to the Action.
3. The funding will be refundable in whole or in part if the Project Participant fails to perform or improperly performs this agreement, in particular:
  - 1) grossly violates the provisions of this agreement,
  - 2) spends a significant portion of funds in a manner inconsistent with this agreement,
  - 3) includes false information in the documents, applications or settlements submitted by him/her,
  - 4) incorrectly carries out the Action or through his/her actions causes circumstances that threaten the correct implementation of the Action.
4. In the situation referred to in paragraph 3 above, the provisions of § 2 of this agreement shall apply accordingly.
5. If the Project Participant ends the stay abroad earlier than agreed in this agreement, and other conditions of this agreement are met, the amount of the subsidy to be refunded will be proportional to the shortened stay. In a situation where the Project Participant could not complete the Activity abroad due to the occurrence of "force majeure" (understood as an external event, impossible or almost impossible to predict, the effects of which cannot be prevented, including large-scale fires, volcanic eruptions, earthquakes, epidemics, riots, strikes, military operations), then the Project Participant will be entitled to receive the amount of subsidy in the amount calculated for the actual

duration of the Activity. Such cases must be reported by the Project Participant to the Institute immediately after the occurrence of "force majeure".

6. The Project Participant undertakes to complete the evaluation survey constituting Appendix No. 2 to this agreement twice, before and after the implementation of the Activity. The Project Participant is obliged to deliver the survey completed before the implementation of the Activity to the Institute (Project Department) before the commencement of the implementation of the Activity, while the Project Participant is obliged to deliver the survey completed after the completion of the Activity to the Institute within 14 days of the completion of the Activity.
7. The Project Participant is obliged to provide, depending on the nature of the Activity, an appropriate certificate confirming the correct performance of the Activity; the certificate template constitutes Appendix No. 4 to the Recruitment Regulations.
8. Within 14 days of the end of the Activity, the Project Participant is obliged to provide the Institute with a correctly completed Financial Settlement form for the trip in accordance with the template constituting Appendix No. 1 to the Agreement.

#### § 4 – PAYMENTS TO THE PROJECT PARTICIPANT

1. After the entry into force of this agreement and no later than on ..., a payment in the amount of ..... PLN will be ordered for the Project Participant to cover the costs of living, travel and the scholarship in the amount of ..... PLN.
2. In the remaining scope, the Institute will pay the Project Participant the remaining funds within 14 days from the date of acceptance by the Institute of the financial settlement of the trip referred to in § 3 section 4.
3. If the amount of funds transferred to the Project Participant in accordance with § 4 section 1 exceeds the amount due shown in the Financial Settlement of the trip, the Project Participant is obliged to return the amount constituting the difference between the amount paid and the amount due to him/her within 14 days of the Institute's acceptance of the Financial Settlement of the trip. The funds returned by the Project Participant, referred to in the previous sentence, constitute unused funds within the meaning of the Agreement with the Institute.

#### § 5 – BANK ACCOUNT

Payments will be made to the bank account<sup>1</sup> of the Project Participant as specified below:

Bank name: .....

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

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

.....

Account currency: .....

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<sup>1</sup> performing the payments in Polish currency (Polish zloty - PLN)



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## § 6 – APPLICABLE LAW AND COURT JURISDICTION

The granting and payment of funding under the Program is made on the basis of the provisions of this agreement, taking into account the provisions of the Agreement with the Institute. Any disputes related to this agreement will be resolved in accordance with Polish law.

## § 7 - FINAL CONDITIONS

1. The court with jurisdiction to resolve any disputes arising from this agreement will be the court with jurisdiction over the Institute.
2. This Agreement has been drawn up in two identical copies, one for each party.

*Project Participant*

*For Institute*

.....  
*Name and surname*

Piotr Warszzyński, Director  
.....  
*Name and function*

*Signature* .....

*Signature* .....

*Place and date*

*Place and date, Kraków* .....

*Seal of the Institute*

## Appendices:

- 1) Financial Settlement Form for the Trip,
- 2) Evaluation survey.