*Annex F – Agreement with the Project Participant*

**AGREEMENT nr ……………….**

between

Bialystok University of Technology, 45A Wiejska Street, 15-351 Białystok hereinafter referred to as the “University”, represented by Prof. Marta Kosior-Kazberuk, DSc, PhD, Eng, Vice-Rector for Education and International Cooperation, being the Beneficiary in the Agreement for the implementation and financing of the project under the *PROM Programme – International scholarship exchange of PhD students and academics* (hereinafter the Programme), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the University”.

and

Mrs/Mr: [name, surname and PESEL number if available, address of the PhD student or academic]: ...................................................................................................................................

hereinafter referred to as the “Project Participant”

The parties have agreed the following terms of the Agreement

**Provisions of the Agreement:**

§ 1 – Subject-matter of the agreement

1. The parties have decided to implement a scholarship exchange under the Programme following the provisions of the Agreement with the University. The programme is co-financed by the European Social Fund under the Knowledge Education Development Operational Programme.
2. The Project Participant shall represent and confirm that she/he has read the Programme documentation (along with Project Regulations of Bialystok University of Technology *„PROM Programme – International scholarship exchange of PhD candidates and academic staff”* dated on 12.02.2019) and the obligations imposed on her/him in the Agreement with the University and the referenced therein and accepts them.
3. The University will provide the Project Participant with co-financing for implementing a short form of education, (.....*please provide a brief description of the action together with the dates within which it will be implemented*), hereinafter referred to as the Action.
4. The Project Participant shall accept co-financing and undertake to implement the Action referred to in paragraph 3.
5. The Project Participant declares that she/he has read and accepts the terms of this Agreement. Any amendments to this Agreement must be made in writing under penalty of invalidity.

§ 2 – Duration of the Agreement

1. The Agreement shall enter into force on the date of its conclusion, i.e. after signing by the last party.
2. The Action will start on.................. and will end on........................

§ 3 – Co-financing for the Action

1. Co-financing of the costs associated with the Action shall be:
2. ………………. PLN, in words………………………. The above amount consists of the amount for travelling of PLN..................... and the amount for the costs of living of PLN..............
3. ……………..(other than PLN), in words………………….and it is the amount for conference fees, training, courses and workshops.
4. The Project Participant undertakes to complete an evaluation survey constituting Annex 2 to this Agreement, within the time-limit and on the terms set out in the Programme.
5. The Project Participant is obliged to provide, depending on the nature of the Action, a suitable certificate proving the proper implementation of the Action, the model of the certificate constitutes Annex 3 to this Agreement.
6. Within the period of 14 days from the completion of the Action, the Project Participant shall provide the University with a properly completed trip settlement form in accordance with the model constituting Annex 1 to the Agreement.

§ 4 – Payments to the Project Participant

1. Within 14 days after the entry of this Agreement into force payment amounting to PLN……….will be ordered to be made to the Project Participant.
2. As to the remainder, the University shall pay to the Project Participant the funds within 14 days after the Trip settlement, referred to in § 3 paragraph 4 is accepted.
3. If the amount of funds provided to the Project Participant according to § 4 paragraph 1 exceeds the amount payable indicated in the trip settlement, the Project Participant is obliged to return the amount of a difference between the amount paid and the amount payable, within 14 days after the University has accepted the trip settlement. The funds returned by the Project Participant, referred to in the previous sentence, are the unused funds within the meaning of the Agreement with the University.
4. Payments will be made:
5. in the form of a cash payment order
6. 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: [....]

§ 5 – Personal data

The Project Participants, in concluding this Agreement, is obliged to submit a declaration of personal data, which constitutes Annex 4 to this Agreement. Failure to submit the above declaration by the Project Participant shall constitute the basis for non-payment of funds to the Project Participant and for the withdrawal by the University from this Agreement within 3 months from the date of its conclusion, i.e. by....................

§ 6 – COPYRIGHT

* + - 1. After completing the Action, the Participant undertakes to submit Agreement of author’s economic rights constituting Annex No. 5 to *the Agreement*.
      2. In the case of a declaration confirming the creation of the work, the Participant undertakes to conclude  *Agreement on transfer of author’s economic rights* (the contract template is attached as Annex 6 to the Agreement) to works created as part of the Project.
      3. The contract referred to in paragraph 2 shall be conducted immediately after informing the Participant by the University via e-mail to the e-mail address indicated in *the Participant Form*.
      4. At the same time, in the contract referred to in paragraph 2, Białystok University of Technology will grant to the Participant a free license for an indefinite period, without territorial restrictions on the use of the above-mentioned works, in all fields of exploitation, which includes the contract referred to in paragraph 2, along with the permission to exercise the dependent copyright.
      5. Works created as part of the project, e.g. presentations, materials for trainings, workshops, conferences, etc., are considered works.

§ 7 – Applicable law and jurisdiction

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 University. Any disputed matters relating to this Agreement shall be settled in accordance with the Polish legislation.

§ 8 – Final conditions

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

*Project Participant For the University*

John Kowalski Prof. Marta Kosior-Kazberuk, DSc, PhD, Eng, Vice-Rector for Education and International Cooperation

*Name and surname*  *Name, surname and function*

*Signature....................................*  *Signature......................................*

*Bialystok, date...........................*  *Bialystok, date..................................*

*Stamp of the University*

**Annexes:**

1. Trip settlement form,
2. Evaluation survey,
3. Model of the Certificate,
4. Declaration of the Project Participant.