

AGREEMENT No.

between:

Białystok University of Technology, address: ul. Wiejska 45A, 15-351 Białystok hereinafter referred to as the "University", represented by Ms Dorota Anna Krawczyk, PhD, Eng., Prof. PB, Vice-Rector for International Cooperation, being the Beneficiary within the meaning of the agreement for the implementation and financing of the project under *the SPINAKER Programme – Intensive international education programmes – 2024 recruitment* (hereinafter referred to as the Programme), concluded with the National Agency for Academic Exchange, hereinafter referred to as the "Agreement with the University".

and

Ms/Mr: *[first name and surname, address]*:.....

hereinafter referred to as the "Project Participant"

The Parties have agreed on the following terms and conditions of the agreement

PROVISIONS OF THE AGREEMENT:

§ 1 - SUBJECT MATTER OF THE AGREEMENT

1. The Parties have mutually agreed to implement mobility under the Programme in accordance with the provisions of the Agreement with the University. The Programme is financed by European funds from the European Social Development Fund 2021-2027 (ESDF).
2. The Project Participant declares and confirms that they have read the Programme documentation (including *the Regulations on the organisation, recruitment, participation and payment of scholarships and other forms of support under the NAWA Programme – concerning the project International Interdisciplinary Summer School "Energy-efficient, user-friendly and environmentally friendly construction_2"*) and with the obligations imposed on them in the Agreement with the University and the documents listed therein, and accepts them.
3. The University will provide the Project Participant with funding for mobility consisting of **participation in the Intensive International Education Programme entitled "Energy-efficient, user-friendly and environmentally friendly construction_2"**, also known as "Summer School 2026", **organised at the Białystok University of Technology on 02-11 July 2026** (the date does not include the Project Participant's travel days), hereinafter referred to as "Activity".
4. The Project Participant accepts the funding and undertakes to carry out the Activity referred to in section 3.
5. The Project Participant declares that they have read and accept the terms and conditions of this agreement. Any amendments to this agreement must be made in writing under pain of nullity.

§ 2 – DURATION OF THE AGREEMENT

1. The agreement shall enter into force on the date of its conclusion, i.e. after it has been signed by the last party.

2. The Action shall commence on and end on (including two days for travel).

§3 – CO-FINANCING OF THE ACTION

The co-financing of the costs related to the Activity shall amount to:

- a) A lump sum for travel costs in the amount of PLN
- b) A lump sum for living and accommodation expenses in the amount of (daily rate of PLN * number of days) , in words:
- c) Scholarship in the amount of:..... (daily rate.....PLN * number of days), in words:.....

§ 4 – PAYMENTS TO THE PROJECT PARTICIPANT

1. The funds of PLN referred to in paragraph 1 shall be paid in cash (automatic payment) on the first day of the Action.
2. The funds awarded are lump sums and are not subject to settlement on the basis of actual costs incurred or refunds in the event of their non-utilisation, subject to the Project Participant's obligation to participate in the full evaluation process conducted in person on the last day of the Action.
3. A change in the form of payment to a bank account indicated by the Project Participant is possible only before the payment is ordered, no later than within the first two days of the Action, after the Project Participant has submitted the relevant document upon arrival.

§ 5 - PERSONAL DATA

1. The Project Participant is required to submit an application (an electronic Project Participant form submitted via the NAWA ICT system, after logging into the user account) for the collection of personal data of project participants under the conditions specified in the guidelines for monitoring the material progress of programme implementation for 2021-2027 (https://www.funduszeuropejskie.gov.pl/media/111528/Wytyczne_monitorowanie_pdf.pdf). Before the Project Participant receives support, they are required to provide their personal data (by completing the application in the NAWA ICT system) and submit statements confirming that they meet the eligibility criteria for the *Energy-efficient, user-friendly and environmentally friendly construction_2* project. Failure to submit the above application by the Project Participant constitutes grounds for not paying funds to the Project Participant and for the University to withdraw from this agreement.
2. After submitting the form (application) in the system, the Participant shall forward the PDF form (application) generated by the system, thus confirming the effectiveness of registration in the NAWA system.

§ 6 – COPYRIGHT

1. The Project Participant undertakes to make all works, including publications and conference presentations created as part of the Project, available under a Creative Commons open licence ("Target licence - CC Attribution CC BY 4.0. (<https://creativecommons.org/licenses/by/4.0/>)). The Project Participant undertakes to mark the works referred to in paragraph 1 with the logos of the European Funds, the Republic of Poland, the EU and NAWA, which are available for download at <https://pb.edu.pl/iros/projekty-nawa/wsparcie-universytetow-europejskich/dokumenty/> .
2. Works created by the Project Participant will be transferred to NAWA and made available on the NAWA website.

3. In the case of derivative works for which the economic copyright has not expired and the authors and heirs do not agree to release the licence rights, the Project Participant shall make them available on the terms specified in the Act of 4 February 1994 on copyright and related rights.
4. After the completion of the Activity, the Participant undertakes to submit a Statement on the results of the Project, constituting Appendix 1 to the Agreement.

§7 – APPLICABLE LAW AND JURISDICTION

The award and payment of funding under the Programme shall be made on the basis of the provisions of this Agreement, taking into account the provisions of the Agreement with the University. Any disputes arising in connection with this Agreement shall be settled in accordance with Polish law.

§ 8 – FINAL CONDITIONS

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

Appendices:

- 1) Statement on the results of the Project
- 2) Information on the processing of personal data

Project participant

.....

First name

Signature

Place and date: Białystok,

On behalf of the University

Dorota Anna Krawczyk, PhD, Eng., Prof. PB
Vice-Rector for International Cooperation

First name, surname and position

Signature

Place and date: Białystok,

University stamp



*Appendix No. 1 to the Agreement between the Beneficiary and the Project Participant
Statement on the results of the Project*

Statement concerning the results of the Project

I, the undersigned,

.....
(first name, surname)

As part of the implementation of the project "*Energy-efficient, user-friendly and environmentally friendly construction_2*"

- a) *I did not create any works*
- b) *I have created works*

.....
.....
(description, name, designation)

within the meaning of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws 2022, item 2509, as amended),

- which are made available under a Creative Commons open licence ("Target licence - CC Attribution CC BY 4.0. (<https://creativecommons.org/licenses/by/4.0/>)
- and marked with the logos of the European Funds, the Republic of Poland, the EU and NAWA.

.....
Project Participant

Appendix 2 to the Beneficiary Agreement with the Project Participant

Information on the processing of personal data

Information from the Controller regarding data processing – in accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council (EU) 2016/679 of 27 April 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 (hereinafter referred to as the GDPR)

1. *The controller of your personal data is the Białystok University of Technology, ul. Wiejska 45A, 15-351 Białystok (hereinafter referred to as the University), tel.: 85 746 90 00, www.pb.edu.pl, e-mail: rektorat@pb.edu.pl;*
2. *The controller, in accordance with Article 37(1)(a) of the GDPR, has appointed a Data Protection Officer, whom you may contact in matters related to the processing of personal data by e-mail at: iod@pb.edu.pl.*
3. *Your personal data will be processed for the purpose of:*
 - a. *participating in a project implemented by the Białystok University of Technology entitled: Energy-efficient, user-friendly and environmentally friendly construction_2*
 - b. *concluding and performing a contract in connection with the implementation of the project – pursuant to Article 6(1)(b) of the GDPR,*
 - c. *fulfilling the legal obligations incumbent on the controller in connection with the implementation of the project – pursuant to the provisions of law regulating these issues – Article 6(1)(c) of the GDPR.*
4. *The recipients of your personal data may be NAWA, NCBiR, the Minister responsible for Regional Development, the controller's internet service providers, postal and courier service providers, the controller's legal staff and other entities authorised under the provisions of law.*
5. *Your personal data will be stored for the periods necessary to achieve the above-mentioned purposes and for the period resulting from the provisions of law on archiving.*
6. *You have the right to access your data and, subject to the provisions of law, you have the right to:*
 - a. *rectify your data,*
 - b. *delete your data,*
 - c. *restrict the processing of your data,*
 - d. *transfer your data,*
 - e. *object to the processing of personal data*
7. *You have the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office – if you believe that the processing of personal data violates generally applicable regulations in this area.*
8. *Providing data is voluntary, but necessary in order to participate in the project. Failure to provide data will result in the inability to conclude and perform a contract in connection with the implementation of the project.*
9. *Personal data will not be used for automated decision-making or profiling referred to in Article 22.*