*Attachment No 3 – Model of the agreement between the Beneficiary and the Project Participant*

**AGREEMENT**

between

Institute of Human Genetics, PAS, 23 Strzeszyńska street, 60-479 Poznań, hereinafter referred to as the “HEI”,
represented by:
Director of the Institute of Human Genetics PAS – prof. Michał Witt,
Chief Accountant, MSc - Ewa Gawrońska-Ratajczak
being the Beneficiary in the Agreement for the implementation and financing of the project under the *PROM Programme – International scholarship exchange of doctoral students and academic staff* (hereinafter the Programme), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the HEI”.

and

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

hereinafter referred to as the “Project Participant”

The parties have agreed to the following terms of the Agreement

**Provisions of the Agreement:**

§1 – Subject-matter of the Agreement

1. The parties have jointly agreed to effect a scholarship exchange under the Programme in compliance with the provisions of the Agreement with the HEI. 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 they have read the Programme documentation and the obligations imposed on them in the Agreement with the HEI and the documents referenced therein and accepts them.
3. The HEI 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 period in 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 they have read and accept the terms of this Agreement. Any amendments to this Agreement must be made in writing under the penalty of becoming null and void.

 §2 – Duration of the Agreement

1. The Agreement shall enter into force on the date of its conclusion, *i.e.* after signing by last of the parties.
2. The Action will commence on .................. and last until ........................

§3 – Co-financing for the Action

1. Co-financing of the costs associated with the Action shall amount to PLN ............, say ............................... The above amount consists of the amount for travelling of PLN ..................... and the amount for the living allowance of PLN .............. and .................. (please provide any other costs of the Action).
2. The Project Participant undertakes to complete an evaluation survey constituting Attachment 2 to this Agreement, within the time-limit and on the terms set out in the Programme.
3. 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 such certificate constitutes Attachment No 3 to this Agreement.
4. Within the period of ....... days from the completion of the Action, the Project Participant shall provide the HEI with a properly completed visit settlement form in accordance with the model constituting Attachment No 1 to the Agreement.

§4 – Payments to the Project Participant

1. Within ..... days following this Agreement’s entry into force payment amounting to PLN ………. shall be transferred to the Project Participant.
2. As to the remainder, the HEI shall transfer the funds to the Project Participant by ....................... once the visit settlement, referred to in § 3 paragraph 4is approved by the HEI.
3. If the amount of funds provided to the Project Participant pursuant to § 4 paragraph 1 exceeds the amount payable indicated in the visit settlement, the Project Participant is obliged to return difference between the amount paid and the amount payable, within .... days following the HEI’s approval of the visit settlement. The funds returned by the Project Participant, referred to in the previous sentence, are the unused funds under the Agreement with the HEI.
4. Payments shall be made ..... (*indicate the method of making payments to the participant)........*

§5 – Personal data

The Project Participants, in concluding this Agreement, is obliged to submit a declaration of personal data, which constitutes Attachment 4 to this Agreement. Failure to submit the aforementioned declaration by the Project Participant shall constitute the basis for not paying of funds to the Project Participant and for the HEI’s withdrawal from this Agreement within 3 months from its conclusion, *i.e.* by ....................

§6 – Applicable law and jurisdiction

Granting and payment of co-financing under the Programme shall be made in observance of the provisions of this Agreement, while considering the provisions of the Agreement with the HEI. Any disputed matters relating to this Agreement shall be settled in accordance with Polish legislation.

§7 – Final conditions

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

*Project Participant For the HEI*

*First name and surname*  *Name, surname and position*

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

*Place and date...........................*   *Place and date..................................*

*Stamp of the HEI*

**Attachments:**

1. Visit settlement form
2. Evaluation questionnaire
3. Model Certificate
4. Declaration of the Project Participant