Appendix No. 5 to the *Regulations of Participation in the Project Implemented by the University of Rzeszów as part of the PROM Programme – Short-Term Academic Exchange in 2025/2026*

AGREEMENT NO. .....

BETWEEN THE BENEFICIARY AND THE PROJECT PARTICIPANT

concluded on _____ in Rzeszów, hereinafter referred to as the "Agreement", between:

University – University of Rzeszów, address: **al. Tadeusza Rejtana 16C, 35-959 Rzeszów, NIP: 813-32-38-822, REGON: 691560040**, hereinafter referred to as the "University", represented by Prof. Jolanta Szempruch, Vice-Rector for Science and International Cooperation, being the Beneficiary within the meaning of the agreement No. BPI/PRO/2025/1/00015/DEC/1 for the implementation and financing of the Short-Term Academic Exchange 2025/2026 Project (hereinafter referred to as the Project) under the PROM Programme (hereinafter referred to as the Programme) of the National Agency for Academic Exchange (NAWA),
a

Mrs. A. _____, PESEL No. _____ Passport No. _____, hereinafter referred to as the "Project Participant" hereinafter referred to as the "Parties".

The Parties have agreed on the following terms of the Agreement:

§1
SUBJECT OF THE CONTRACT

1. The Parties agree to conduct a short-term academic exchange under the PROM Programme, which is co-financed by FERS (hereinafter referred to as the "Programme"), in accordance with the provisions outlined in the Grant Agreement.

2. The Project Participant confirms that they have thoroughly reviewed the Regulations for participation in the project implemented by the University of Rzeszów as part of the Programme for the academic year 2025/2026 (hereinafter referred to as the "Regulations"), as well as the Programme documentation and the obligations arising from the Agreement and associated documents.

3. The Project Participant acknowledges their acceptance of all provisions contained in the Terms and Conditions and Programme documentation, and agrees to fulfill the obligations specified in the Agreement and related documents.

4. The University commits to providing the Project Participant with support for the activity referred to as "Mobility."

5. The Project Participant agrees to accept the funding and undertakes to engage in the Mobility activity referenced in paragraph 4.

6. The Project Participant declares that they have read and accepted the terms of the Agreement. Any amendments to the Agreement must be made in writing to be valid.

§2
Duration of the Contract

1. This Agreement becomes effective on the date of its execution.

2. Mobility is scheduled to commence on DD-MM-YYYY and conclude on DD-MM-YYYY, lasting a total of _____ days.

3. The duration of the Agreement includes the Mobility days along with 2 travel days.

§3
FINANCING OF MOBILITY

1. The co-financing of costs related to Mobility amounts to PLN _____ (in words: _____). This sum includes a scholarship of PLN _____, a lump sum for living and accommodation costs of PLN _____, and a lump sum for travel expenses amounting to PLN _____.

2. The Participant acknowledges that the payment mentioned in paragraph 1 will be made solely in Polish currency.

3. All costs associated with exchange rate differences, intermediary transfer handling, or receiving bank charges, as well as any expenses arising from the incorrect or incomplete specification of the data necessary for executing the transfer, shall be borne by the Participant.

4. The University reserves the right to seek reimbursement of funds paid to the Participant under the Project in the event of non-performance or improper performance of the Mobility due to reasons attributable to the Participant. This includes the use of legally available forms of security and methods of enforcing receivables.

5. The Project Participant is obliged to provide the documents required to settle the Mobility, as indicated in the Terms and Conditions, within 14 days of completing the Mobility.

6. In the event that:
   a) The project participant loses their eligibility to participate in the Project,
   b) The Mobility does not occur or is conducted without adherence to the conditions outlined in the Agreement,
   c) A participant fails to submit the necessary documents as referred to in § 6 of the Terms and Conditions within 14 days of completing the Mobility, The participant is required to return the paid subsidy within 7 days of receiving a request from the University.

§4
PAYMENTS TO THE PROJECT PARTICIPANT

1. Within 14 days of signing the Agreement, a payment of PLN _____ will be processed for the Project Participant.
2. If the amount of funds transferred to the Project Participant in accordance with §3 section 1 exceeds the amount owed in the financial settlement of the trip, the Project Participant is required to return the difference between the amount received and the amount due within 14 days of the University's acceptance of the financial settlement for the trip.
3. The funds returned by the Project Participant, as mentioned in §3 section 4 and §4 section 2, will be considered unused funds as defined in the Co-financing Agreement.
4. Payments will be made directly to the Project Participant's bank account, with the account number being _____.

§5
Personal Data

By entering into this Agreement, the Project Participant is required to submit a complete set of documents necessary for the implementation of the Project in accordance with the Regulations and accompanying Annexes. Failure to submit these documents may result in the non-payment of funds and the University's right to withdraw from this Agreement.

§6
Force Majeure

1. Both parties are exempt from liability for failing to fulfill their obligations under the Agreement due to force majeure.

2. Force majeure is understood by both parties as an event or a series of events beyond the control of the Project Participant that prevent or significantly hinder the fulfillment of obligations outlined in the Agreement, which could not have been predicted or avoided through due diligence.

3. A party may invoke force majeure only if it promptly, but no later than within 3 days, informs the other party in writing about the occurrence of force majeure, including a description of the event, the expected duration, and the estimated impacts.
4. The parties are required to take necessary measures to mitigate the damages caused by force majeure and to make every effort to resume performance of the Agreement as quickly as possible.
5. To limit damages resulting from force majeure, it is advisable to book air tickets that allow for free changes or cancellations, and to secure accommodation that can be canceled without penalty.
6. In the event of force majeure impacting the mobility as stipulated in the Agreement, the Project Participant who incurs related costs must provide the Substantive Project Coordinator with proof of actual expenses, along with any information and documentation supporting the occurrence of force majeure and the corrective actions taken. The Project Participant and the Substantive Project Coordinator will agree upon the method of documenting these costs.
7. Only non-recoverable costs incurred by the Project Participant, despite their attempts to recover them, will be considered eligible costs in the case of force majeure preventing mobility under the Agreement.
8. The final decision on recognizing the expenses incurred by the Project Participant as eligible costs will be made by NAWA.

§7
APPLICABLE LAW AND JURISDICTION

The granting and payment of co-financing under the Programme shall be conducted in accordance with the provisions of the Agreement, while also taking into account the stipulations outlined in the Co-financing Agreement. Any disputes arising in connection with the Agreement shall be resolved in compliance with Polish law.

§8
Final Conditions

1. The provision and disbursement of funding for the Project are based on the terms outlined in this agreement, while also considering the provisions of the Regulations and the Agreement between NAWA and the University, which serves as the Beneficiary of the funds.

2. The court designated to resolve any disputes arising from the execution of the Agreement shall be the court competent for the University.

3. This Agreement has been drafted in two identical copies, one for each Party involved.

Signature.....

Signature .....

Place and Date .....

Place and Date.....