**AGREEMENT ON THE ADMISSION OF THE FOREIGNER**

**TO CARRY OUT RESEARCH OR DEVELOPMENT ACTIVITIES**

**NO. [agreement no.]**

hereinafter referred to as "the Agreement", concluded in [location], between:

[**name of the scientific unit**] with its registered office in [city], at: [street name and building number], [zip code and city], tax id. no. (NIP) […], national business registry no. (REGON) […], hereinafter referred to as **“the Scientific Unit”,**

represented in accordance with the principles of its representation,

and

Mr/Mrs [name and surname], resided under the address: [street name, building number, zip code, city, country], holder of the passport no. […], hereinafter referred to as "**the Scientist"**

Hereinafter referred to as **“the Parties”.**

The Parties agreed as follows:

**§ 1**

**Statements of the Parties**

1. The Scientist declares that he/she:
2. Is not a Polish citizen;
3. has at least a professional title corresponding in the Republic of Poland to master's degree or equivalent, enabling application for doctoral degree;
4. is [a participant/scholarship holder] of the [Director of the Polish National Academic for Academic Exchange or other financing institution], in accordance with [the decision/agreement number] of [date], copy of which constitutes Annex 1 to the Agreement, and receives funds by virtue of the above in the amount and on the terms specified therein;
5. the purpose of his/her stay on the territory of the Republic of Poland is to conduct scientific research, development works or additional activities (education or teaching classes) in the Scientific Unit (hereinafter referred to as "the Activities");
6. under the Agreement, undertakes to participate in the Activities or to conduct them,
7. plans to carry out scientific research or development works in the territory of other Member States of the European Union, i.e. in [name of the country], under the program [name of the program],[[1]](#footnote-1)
8. has health insurance within the meaning of the Act of 27 August 2004 on Health Care Services Financed from Public Funds or confirmation of covering by the insurer the costs of treatment on the territory of the Republic of Poland
9. has sufficient financial resources to cover the cost of living and the return travel to the country of origin or residence, or the cost of transit to a third country which shall grant him/her permission to enter its borders.
10. The Scientific Unit declares that it:

1) [it has been approved/has submitted an application for approval] by the minister competent for internal affairs for the purposes of admitting foreigners to conduct scientific research or development works;

2) has appropriate technical and organizational facilities, allowing for the implementation of Activities in accordance with the Agreement,

3) undertakes to reimburse the costs of issuing and executing the decision on obliging the Researcher to return, covered from the state’s budget before the expiry of 6 months from the date of expiration of the Agreement, if the condition for issuing the decision to oblige the Researcher to return constitutes his/her illegal stay on the territory of the Republic of Poland, in accordance with art. 151 section 1 point 1 letter c of the Act of 12 December 2013 on Foreigners (i.e., Journal of Laws of 2018, item 2094, as amended).

**§ 2**

**Subject matter of the Agreement**

1. The subject matter of the Agreement is the implementation by the Researcher of the Activities under the Program [name of the program] (hereinafter referred to as "the Program") in the Scientific Unit.
2. The subject and scope of the Activities shall be implemented in accordance with the application for participation in the Program’s call for proposal entitled [title], a copy of which constitutes Annex 2 to the Agreement (hereinafter referred to as "the Application") and the applicable Program Regulations (hereinafter referred to as "the Program Regulations"), copy of which constitutes Annex 3 to the Agreement.

**§ 3**

**Term of the Agreement**

The Parties agree that the Agreement shall be concluded for the duration of the Activities in accordance with the Application and the Program Regulations, from the date of its conclusion, however not longer than until [date].

**§ 4**

**Implementation of the Activities**

1. The Scientific Unit undertakes to:
2. provide the Scientist the conditions for the implementation of Activities in accordance with the assumptions of the Application and the Program Regulations;
3. provide appropriate support aimed at the proper implementation of the activities specified in the Application.
4. The Scientist undertakes to:
5. conduct the Activities covered by the Application in the Scientific Unit;
6. implement the Activities referred to in point 1 above in accordance with the Program Regulations and internal regulations in force at the Scientific Unit.

**§ 5**

**Salary and working conditions of the Researcher**

Scientific researches carried out by the Researcher, development works or other activities related to the provision of education in the Scientific Unit, in accordance with the Application and the Program Regulations, shall be carried out by him/her free of charge (without remuneration).[[2]](#footnote-2)

**§ 6**

**Final Provisions**

1. The rights and obligations of the Parties arising from the Agreement may not be transferred to third parties.
2. The Parties agree that the law applicable to the obligation arising under the Agreement shall be Polish law.
3. Disputes arising from the performance of the Agreement shall be resolved by a common court competent for the location of the registered seat of the Scientific Unit.
4. Any changes to the Agreement shall be made in writing in order to be effective.
5. The Agreement shall enter into force upon its signing by the last of the Parties.
6. Annexes to the Agreement constituting its integral part:

1) Decision of the NAWA Director,

2) Application for participation in the Program’s call for proposals,

3) Program Regulations.

The Scientific Unit: The Scientist:

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 Date Date

1. If applicable [↑](#footnote-ref-1)
2. Or 1. The Parties agree that for the duration of the Agreement the Researcher shall receive the salary of PLN [amount] per month for the performed work.

2. Remuneration for work shall be paid in a manner and time compliant with the principles set out in the internal regulations of the Scientific Unit.

3. The place of work, position, working time and other working conditions shall be determined by the Parties in another agreement concluded on the basis of the Agreement. [↑](#footnote-ref-2)