

Appendix No. 1 to the Terms and Conditions of the #HELPUKRAINE ICOM POLAND RELIEF FUND Scholarship Programme – a scholarship agreement template

SCHOLARSHIP AGREEMENT NO. ...

concluded on by and between:

The Polish Committee of the International Council of Museums, Zachęta – National Gallery of Art, pl. Małachowskiego 3, 00-916 Warsaw, hereinafter referred to as “ICOM Poland”, represented by

and

Mr./Ms....., address: ul..... postal code: town/city:....., proving his/her identity with, hereinafter referred as the “Scholarship Holder”,

hereinafter referred to jointly as the “Parties” and individually as a “Party”.

§ 1.

This scholarship agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties in connection with the scholarship awarded by ICOM Poland to the Scholarship Holder after fulfilling the criteria set out in the Terms and Conditions of the #HELPUKRAINE ICOM POLAND RELIEF FUND Scholarship Programme, hereinafter referred to as the "Terms and Conditions", appended hereto as Annex No. 1.

§ 2.

1. The Founder undertakes to provide the Scholarship Holder with the scholarship in the total amount of PLN ... (in words: ... zloty) gross, hereinafter referred to as the “Scholarship”.
2. The Scholarship shall be paid in one lump sum/ in ... instalments, payable by ... each month – starting from
3. The Scholarship shall be humanitarian aid as defined in Article 52zh of the Polish Personal Income Tax Act of 26 July 1991.
4. The Scholarship Holder declares that he/she meets the requirements specified in the Terms and Conditions, including that:
 - 1) he/she is a citizen of Ukraine,
 - 2) he/she arrived in Poland from Ukraine after 23 February 2022 as a result of hostilities,
 - 3) he/she is staying in the Republic of Poland.
5. The Scholarship shall be paid to the following bank account of the Scholarship Holder:
.....

6. Apart from the payment of the Scholarship, ICOM Poland shall not bear any other costs related to the Scholarship Holder.

§ 3.

1. The Scholarship shall be paid from ... to
2. In case of shortening or extending the Scholarship period, in accordance with the Terms and Conditions, an appropriate annex to the Agreement shall be concluded.

§ 4.

1. The Scholarship Holder shall be obliged to:
 - 1) use the Scholarship for his/her personal needs;
 - 2) submit to ICOM Poland, by the 5th day of each month of the Agreement's term, a statement that he/she is staying in the Republic of Poland;
2. In the case of a trip (longer than 3 days) outside the territory of the Republic of Poland during the term of the Agreement, the Scholarship Holder shall be obliged to inform ICOM Poland of such a trip within 3 days of its commencement.
3. ICOM Poland shall have the right to verify whether the Scholarship Holder fulfils the conditions for the award of the Scholarship as stipulated in the Terms and Conditions and whether he/she stays in the territory of the Republic of Poland during the term of the Agreement, to which the Scholarship Holder agrees.

§ 5.

1. The Scholarship Holder shall be obliged to provide ICOM Poland with a final report (of at least 3500 characters) on the implementation of the Scholarship within 14 days from the end of the period of the Scholarship.
2. The report shall be submitted in a Word document to the address helpukraine@icompolska.eu.
3. ICOM Poland may call upon the Scholarship Holder to supplement the report. In this case, the Scholarship Holder shall be obliged to supplement the report within 7 days of receiving the request.
4. The Scholarship Holder agrees that ICOM Poland or entities authorised by ICOM Poland may publish the whole or part of the report.
5. ICOM Poland shall be entitled to publish, in particular through its own information channels (website, newsletter, social media, etc.), information about the Scholarship Holder (his/her full name and information about the museum unit in which he/she is or was employed) and the implementation of the Scholarship, to which the Scholarship Holder agrees.

§ 6.

1. In the event of non-fulfilment of the conditions for applying for the Scholarship as defined in the Terms and Conditions, or non-compliance with the Agreement by the Scholarship Holder, in particular the failure to meet at least one of the Scholarship Holder's obligations under the Agreement, ICOM Poland shall be entitled to

- 1) suspend the payment of the Scholarship until the breach is remedied, or
 - 2) terminate the Agreement, which is tantamount to refusing to pay the remaining amount of the Scholarship.
2. When terminating the Agreement, ICOM Poland shall give the reason for its termination. In the case of terminating the Agreement, ICOM Poland shall be entitled to specify the amount of the Scholarship which should be returned together with statutory interest calculated for the period from the date of receipt of each instalment until the date of sending a termination notice, stating that the interest is accrued until the date of payment inclusive, and specifying the name and number of the bank account to which the payment should be made.
 3. Unless the payment covers the whole amount of the Scholarship to be returned together with the default interest, this payment shall be counted proportionally towards the amount of the Scholarship to be returned together with the default interest – in the proportion in which (as at the date of the payment) the amount of the Scholarship to be returned remains in relation to the amount of the default interest.
 4. The termination notice shall be sent to the Scholarship Holder's address indicated in the presentation of the Parties herein and the e-mail address specified in § 9 section 3. The termination of the Agreement shall take place on the day of sending the termination notice by ICOM Poland.

§ 7.

The Agreement may be terminated by agreement of the Parties in the event of force majeure for which the Parties are not responsible and which prevents the performance of the Agreement.

§ 8.

1. The controller of the Scholarship Holders' personal data shall be the Polish Committee of the International Council of Museums, Zachęta – National Gallery of Art, pl. Małachowskiego 3, 00-916 Warsaw, hereinafter referred to as the "Controller".
2. In matters related to the processing of personal data, please contact the Controller by sending a message to: sekretariat@icompolska.eu.
3. The data collected from the Scholarship Holders shall be processed to conclude and perform the Scholarship Agreement and to pursue or defend possible claims arising therefrom.
4. The legal basis for data processing, under Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation – hereinafter the GDPR), shall be:
 - a. the performance of the Scholarship Agreement, as well as taking steps prior to the conclusion of the Agreement in accordance with Article 6(1)(b) of the GDPR;
 - b. the discharge of legal obligations pursuant to Article 6(1)(c) of the GDPR as defined by accounting and tax provisions, in particular when personal data are part of accounting records;
 - c. the legitimate interest of the Controller referred to in Article 6(1)(f) of the GDPR, connected with the performance of the Scholarship Agreement and the assertion of potential claims arising therefrom.

5. The data shall be processed during the performance of the Scholarship Agreement, and – after its completion – until the expiry of the limitation period for any claims related to the Agreement, and for the time specified by the regulations on financial reporting.
6. The data may be transferred to entities processing personal data on behalf of the Controller, including, among others, those which maintain IT systems used for the purpose of the Agreement, or keep archives of documentation. However, such entities shall process data on the basis of an agreement with the Controller and only in accordance with its instructions.
7. The Scholarship Holder shall have the right to demand access to his/her personal data, rectify them, erase or restrict their processing, transfer the data, as well as to lodge an objection in case of data processing based on the Controller's legitimate interest referred to in point 4c above.
8. The Scholarship Holder shall also have the right to lodge a complaint with the Polish Data Protection Commissioner.
9. Providing data shall be voluntary. If the data are not provided, it shall not be possible to conclude the Scholarship Agreement.

§ 9.

1. The Agreement shall be concluded for the period of the performance hereof.
2. Any changes hereto must be made in writing or else shall be null and void.
3. Any declarations related to the performance of the Agreement shall be made to the Parties' e-mail addresses: helpukraine@icompolaska.eu and
4. In matters not regulated by the Agreement, the provisions of the Terms and Conditions and binding laws shall apply.
5. Disputes arising from the Agreement shall be settled by a court with jurisdiction over the seat of ICOM Poland.
6. The application submitted to the Programme, printed out and signed by the Scholarship Holder, shall be appended as **Annex No. 2** to the Agreement.
7. The Appendices shall constitute an integral part of the Agreement.
8. The Agreement has been prepared in two counterparts, one for each party.

ICOM Poland

Scholarship Holder