**Agreement No. …………………**

**on rules for conducting research and paying PhD scholarship within the research project ……………………………………… funded from the funds granted to Jagiellonian University under the ………………………….. Programme**

This Agreement is concluded on ………………. Between

**Jagiellonian University** in Krakow, ul. Gołębia 24, represented by ……………………………………………………………………………………………………………

by virtue of Power of Attorney of **No.** ……………………………… of ……………………………….

with the financial countersignature of the Jagiellonian University Bursar hereinafter “**JU**”

and

……………………………………………………………………………………………………………

hereinafter “**PhD Student**”

both hereinafter referred to as “**Parties**”.

§ 1

1. The Jagiellonian University is the beneficiary of project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Project"), under which it implements support for participants of the doctoral school "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" in the training cycle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consisting in the payment of a scholarship to a PhD student.
2. The scholarship referred to in section 1 constitutes a PhD scholarship within the meaning of Art. 209 of the Act on Higher Education and Science of 20 July 2018 (Journal of Laws 2018 item 1668, as amended) (hereinafter the "Act").
3. A PhD student may only be a person who has been admitted to the doctoral school and has made an oath in accordance with the Art. 200 paragraph 8 of the Act.

§ 2

1. The PhD Student is obligated to fulfil with due care and in a timely manner all obligations imposed on him/her as a beneficiary of the PhD scholarship financed from funds received by JU under the Project and the obligationsarising out of provisions of this Agreement, regulations, announcements and other internal legal acts in force at JU, as well as the Act.

2. The PhD Student is especially obligated to:

1. fulfil properly and in a timely manner all research tasks specified in the research plan, in cost estimate of the Project and in the Agreement, in agreement with the Principal Investigator, as well as submit to the Principal Investigator the reports[[1]](#endnote-1) of the performed activities,
2. immediately provide JU and the funding institution, and all entities authorised by the funding institution with information on the current state of research financed based on the Agreement for financing and implementation of the project, as well as provide all documentation and materials necessary to evaluate whether the research is conducted in accordance with the agreement …................................
3. absolute compliance with the principles set out in the program guidelines, if applicable.

3. The PhD Student declares that they do not receive and will not receive any other remuneration from the NCN funds during the scholarship period, under an employment contract (in the form of full-time remuneration, additional remuneration) or civil law contracts, regardless the place of work[[2]](#endnote-2).

4. The PhD Student declares that the scope of tasks assigned to him/her in the project does not overlap the scope of tasks he/she is obligated to perform under the employment contract with JU, or that tasks he/she is obligated to perform shall not be performed during his/her working time at JU under employment contract, nor overlap with the civil law contract/ contract for services for JU he/she entered into.

5. The PhD Student declares that during the scholarship period he/she does not and shall not perform any other tasks in the same project under employment contract/ civil law contract.[[3]](#endnote-3)

6. The PhD Student declares that the total amount of NCN's scholarships he receives from all research projects financed by the NCN, including the scholarship arising from this agreement, does not exceed PLN 3000/ 4000/ 4500[[4]](#endnote-4) per month.

§ 3

1. The PhD Student will receive the scholarship in one monthly instalments paid up to ……………… each month in the amount of **……………………** PLN each one.
2. The payment of the monthly instalments will start………………………………… and will be paid during the period of …………………………
3. The scholarship will be paid in accordance with the JU provisions, by the bank transfer to the bank account indicated by the PhD Student No. ………………………………………………….………
4. The source of funding the scholarship is the Project (PSP: .........................)
5. The scholarship is not subject to personal income tax pursuant to Art. 21 paragraph 1 point 137 of the Act of 26 July 1991 on Personal Income Tax.
6. The amount of the scholarship will be reduced by the amount of contributions for social and health insurance, in the event of an obligation to pay them, including in particular in the event of a change of the legal status (insurance) of the PhD Student, affecting the amount of the scholarship payment.
7. Given the content of § 1.2 of the Agreement, if the Jagiellonian University loses its support financed from the Project..........................., regardless of the reason, the scholarship will be paid to the Scholarship holder from the Jagiellonian University funds in the amount specified in § 3.1 on the basis of Art. 209 paragraph 4 of the Act.

§ 4

1. This Agreement may be terminated by the mutual agreement of the Parties.

2. This Agreement may be terminated by JU with immediate effect from the day on which the decision to remove the PhD Student from the list of doctoral students of a doctoral school became final and biding.

§ 5

The contract is valid from ………………………………………………

§ 6

All amendments to this Agreement shall be made in writing, otherwise shall be null and void.

§ 7

This Agreement has been executed in three counterparts, one for the PhD Student and two for JU.

 PHD STUDENT JAGIELLONIAN UNIVERSITY

…........................................ …............................................

I, the undersigned ........................................... ................................, I request / do not request[[5]](#endnote-5) to be included into the voluntary sickness insurance for me under the concluded Agreement.

 ..........................................................................

Date and signature of the person making the declaration

1. Applies to cases when the requirement to submit reports results from program guidelines or decisions of the Principal Investigator. [↑](#endnote-ref-1)
2. Applies to projects financed by the NCN, in the framework of calls whose guidelines provide for such a requirement. [↑](#endnote-ref-2)
3. See above [↑](#endnote-ref-3)
4. Delete where not applicable. Limit depending on program guidelines. [↑](#endnote-ref-4)
5. Delete where not applicable. [↑](#endnote-ref-5)