

# PROGRAMME - INTERNATIONAL RESEARCH AGENDAS

Competition documentation

COMPETITION NO. 2/2015



## TABLE OF CONTENTS

### Table of contents

<b>I. INTRODUCTION</b> .....	<b>4</b>
<b>II. DEFINITIONS OF TERMS</b> .....	<b>4</b>
<b>III. SUBJECT OF THE INTERNATIONAL RESEARCH AGENDAS PROGRAMME</b> .....	<b>8</b>
<b>IV. GENERAL INFORMATION</b> .....	<b>8</b>
4.1 Information about the competition.....	8
4.2 Thematic scope of the projects.....	8
4.3 Amount of funds allocated to the realisation of projects .....	8
4.4 Schedule of filing the applications .....	9
4.5 Manner of filing applications.....	9
<b>V. GENERAL TERMS AND CONDITIONS</b> .....	<b>15</b>
5.1 The Applicant.....	15
5.2 Unit realising the IRA .....	15
5.3 Partnership in the project without granting public aid .....	19
5.4 Research workers – individuals who realise the IRA project.....	21
5.5 Duration of the project.....	25
5.6 Financial terms and conditions .....	25
5.7 Indicators of realisation of the Project .....	29
5.8 Reporting .....	30
5.9 Changes in the project .....	31
<b>VI. SYSTEM OF IRA PROJECTS SELECTION</b> .....	<b>32</b>
6.1 Formal evaluation of the proposal .....	32
6.2 Content-based evaluation.....	32
6.3 Procedure of appeal .....	35

<b>VII. GRANT AGREEMENT.....</b>	<b>36</b>
<b>7.1 Conclusion of the agreement.....</b>	<b>36</b>
<b>VIII. CONTACT .....</b>	<b>37</b>
<b>IX. APPENDICES TO THE COMPETITION DOCUMENTATION .....</b>	<b>37</b>

## I. Introduction

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1. The information contained in the present document outlines the principles for the submission of applications and realisation of projects under the International Research Agendas Programme, which is a grant programme of the Foundation for Polish Science, realised from the funds of the European Regional Development Fund under Smart Growth Operational Programme (SG OP), Priority Axis 4: Increasing the research potential, Measure 4.3: International Research Agendas.
2. Should certain source documents be updated (e.g. the National Smart Specialisations or the Guidelines published by the Managing Authority), certain information may be subject to changes, which, however, will not influence the schedules nor the terms and conditions of the competition, although it might cause small changes in the grant agreement or in certain appendices hereto. The Foundation shall notify the Applicants about the scope of any potential changes on an ongoing basis.
3. All dates specified in the Competition Documentation that refers to the obligations of Applicants or grant beneficiaries are dates of delivery of the documents to the FPS, not posting dates. For terms expressed in days – a day is deemed as one calendar day. If the end of a period falls on a public holiday or on a Saturday, then the closest subsequent business day shall be deemed as the last day of the period.

## II. Definitions of terms

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For the purposes of this Documentation, the terms listed below shall have the following meaning:

1. **Project budget** – financial plan of the project, including the categories of eligible costs divided into reporting periods.
2. **Doctoral student** – a person with a status of a student of 3<sup>rd</sup> degree studies or an equivalent programme who participates in the IRA project under the supervision of research team leader.
3. **Foundation** – the Foundation for Polish Science (FPS).
4. **Intermediary Authority (IA)** – an entity to whom the realisation of tasks under a national or regional operational programme was entrusted, pursuant to an agreement or

contract concluded with the Managing Authority. For Priority Axis of SG OP: The National Centre for Research and Development.

5. **Managing Authority (MA)** – institution or public entity responsible for the management of the operational programme. For SG OP: the competent Minister for issues related to regional development (pursuant to Art. 9, item 1 of the implementation act).
6. **Partner unit (foreign)** – a foreign (private or public) unit or international organisation that, pursuant to its main statutory objective, conducts continuous scientific research, involved in the management of a research agenda and of the unit realising the IRA, presented in the application for funding.
7. **Unit realising the IRA (IRA unit)** – scientific unit in which the project co-financed under the competition is realised, meeting the requirements of the present Competition Documentation.
8. **Scientific units** – as defined in the Act on the Principles of Financing Science of the 30<sup>th</sup> of April, 2010 (Journal of Laws No. 96, item 615, pursuant to Journal of Laws of 2014, item 1620, of 2015, item 249) conducting scientific research or development works in a continuous way;
  - a) Basic organisational units of higher education institutions within the meaning of the Charters of those higher education institutions;
  - b) Scientific units of the Polish Academy of Sciences within the meaning of the Act of 30 April 2010 on the Polish Academy of Sciences (Journal of Laws No. 96, item 619 incl. further amendments 2.))
  - c) Research institutes, as defined in the Act of April 30, 2010 on Research Institutes (Journal of Laws No. 96, item 618 incl. further amendments 3.))
  - d) International scientific institutes established pursuant to separate regulations, operating in the territory of the Republic of Poland;
  - e) The Polish Academy of Arts and Sciences;
  - f) Other organisational units not listed in Letters a to e, which are legal persons and have registered offices in the Republic of Poland, including entrepreneurs with a status of a research and development centre pursuant to Art. 2 item 83 of the Regulation of the Commission (EU) of June 17, 2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the EU L 187 of the 26.6.2014, page 1).
9. **Project Manager** – Leader of the Unit implementing IRA - a prominent scientist from Poland or abroad who filed an application for funding under the programme and is

responsible for the substantial realisation of the Research Agenda in the unit realising the IRA.

**10. National Smart Specialisation (NSS)** – document specifying the thematic scope subject to funding under the competition, available on the website of the Ministry of Economy – institution responsible for the NSS, also available on the website of the Foundation. The binding version is the version that is valid on the day of opening the call for proposals in the IRA programme (26 November 2015).

**11. Research team leader** – researcher acting as the leader/manager of the research team at the unit realising the IRA.

**12. International Research Agendas (IRA)** – a research programme that determines a clearly defined challenge (problem) of a scientific or social and economic nature (matching the scope of National Smart Specialisations) and the method of work and approach to solving it, which constitutes a substantial basis for the existence of the unit realising IRA. Apart from the precisely defined research problem, the research agenda should be characterised by an innovative and competitive approach to solving it, which should guarantee the unit realising the IRA the position of a global leader among units dealing with similar research problems.

The first Research Agenda is created by the Applicant in co-operation with partner institutions, in particular the foreign partner unit.

**13. International Scientific Committee (ISC)** – an international body composed of distinguished representatives of science and, if it is justified by the need to facilitate the realisation of the project objective, also entrepreneurs who have experience in co-operating with scientists in research and development works or entrepreneurs experienced in the implementation of new technologies. Representatives of science must account for at least half of the ISC members and they must be globally recognized experts in the field represented by the IRA.

**14. Young PhD** – a person that has had the doctoral (PhD.) degree for not longer than 5 years (the period begins on the year date of obtaining the degree and expires on the year date of submitting applications in the competition) who participates in the project realisation under the supervision of the research team leader.

**15. Duration of the project** – a period specified in the agreement that is required for the realisation of the tasks and obtaining the results specified in the application for funding, compliant with the schedules provided in the Competition Documentation.

**16. Reporting period** – the period, after which the Project Manager and the unit realising the IRA are obliged to present the financial statements or substantial report on the

project realisation. The reporting periods that are binding in the International Research Agendas Programme are maximum half-year periods for financial statements and one-year periods for substantial reports. The grant agreement specifies the starting and ending dates of reporting periods and the dates of submitting periodical reports in detail.

- 17. IRA Project** – an enterprise with the aim to realise the International Research Agendas (described in the application for funding) and to achieve the set objectives defined by indicators, with a specified start and end of realisation, subject to co-financing under the IRA programme at the unit realising IRA.
- 18. Business** – an entity that conducts business activity, regardless of its legal status and the manner of financing such activity.
- 19. Student** – a person with a status of a student of 1<sup>st</sup> or 2<sup>nd</sup> degree studies or an equivalent programme, who participates in the IRA project.
- 20. Durability of the project results** – as defined in Art. 71 of the Regulation No. 1303/2013 of the European Parliament and the Council (EC) of December 17, 2013.
- 21. Grant agreement (Agreement)** – agreement concluded between the Foundation and the unit realising the IRA for the realisation of the IRA project.
- 22. Application for funding** (so-called application or grant application) – under the International Research Agendas Programme the application consists of an application form filled out online, a form printed and signed pursuant to the requirements of the Competition Documentation and all required appendices (in electronic or hardcopy version).
- 23. Applicant** – for the purposes of this documentation the term refers to a prominent scientist from Poland or abroad or two scientists who file the application for funding for the realisation of an IRA project.
- 24. Project indicators** – indicators determined prior to the commencement of the project in order to monitor it and evaluate its completion with respect to previously set goals, specified herein.
- 25. Eligible costs** – costs or expenditures incurred in connection with the realisation of a project under the International Research Agendas Programme that are eligible for settlement or reimbursement pursuant to the grant agreement, specified in the *Cost Eligibility Guide for Measure 4.3 of the Smart Growth Operational Programme* constituting an appendix hereto.
- 26. Guidelines** – a legal instrument that determines uniform conditions and procedures for the implementation of structural funds and the Cohesion Fund, addressed to institutions participating in the realisation of operational programmes and applied by these

institutions pursuant to the relevant agreement, territorial contract or contract and by beneficiaries (grant recipients) pursuant to the grant agreement or to the decision on project funding.

### III. Subject of the International Research Agendas Programme

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The aim of the International Research Agendas Programme is the realisation of high quality research and development, conducted by teams of prominent foreign and Polish scientists. The support should contribute to the creation of specialised, world-leading scientific units in Poland that would apply the best practices with respect to:

- the identification of research programmes and topics,
- HR policy and R&D works management,
- the commercialisation of the results of R&D works.

### IV. General information

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#### 4.1 Information about the competition

**4.1.1** The application selection procedure under the International Research Agendas Programme is not a competition as defined in the Act of July 11, 2014 on the principles of implementation of the cohesion policy programmes, financed under the 2014-2020 financial perspective.

#### 4.2 Thematic scope of the projects

The competition covered by this Competition Documentation under the International Research Agendas Programme involves the funding of projects compliant with the topics listed in the National Smart Specialisations list. The valid NSS list of March 31, 2015, published on the website of the Ministry of Economy, is available on the website of the Foundation.

#### 4.3 Amount of funds allocated to the realisation of projects

The total amount of funds allocated to the competition is: **PLN 120 000 000.**



#### 4.4 Schedule of filing the applications

The process of filing applications under the MAB programme consists of three stages.

The first part of the application in electronic and hardcopy form has to be filed by:

**the 15<sup>th</sup> of January, 2016.**

The second part of the applications should be filed by Applicants who were invited to submit it by:

**the 26<sup>th</sup> of February, 2016.**

**Applicants who are invited to the third stage of the evaluation procedure, i.e. the interview with a panel of experts, shall be obliged to present the documentation required on this stage within the period specified in the information stating that their application has been selected for the third stage of the procedure however not earlier than by the 7<sup>th</sup> of April, 2016.**

#### 4.5 Manner of filing applications

**Applicants file applications in electronic and hardcopy form.**

**4.5.1** Applicants shall register in the electronic system available on the FPS website: [www.fnp.org.pl](http://www.fnp.org.pl). The electronic form should be filled out in **English language** and the appendices **in the specified language (see the subsequent item)**. The electronic system enables users to modify the forms and to replace appendices until the moment of final approval of the filed part of the application.

**4.5.2** The following appendices must be attached to the application in electronic form (pdf format):

##### **Part 1 of the application (filed in electronic and hardcopy form)**

a) Documents related to the Applicant (English version).

(If the application is filed by two Applicants, the listed documents should be attached for each Applicant. The main Applicant, to whom all requirements and obligations of the Leader of the unit realising the IRA specified herein will apply, should be specified in the electronic system.

(1) brief CV (up to 3 pages),

- (2) 10 most important scientific and/or implementation achievements of the Applicant (e.g. full texts of publications, the list of obtained patents specifying the territory of application and the title in English or realised implementations) from the last 10 years,
  - (3) description of the originality of the scientific achievements of the Applicant and their influence on the development of the given fields of science, with respect to documents listed in item (2) from the last 10 years (total up to 3 pages),
  - (4) a list of key projects for which the applicant has obtained funding during the last 10 years (with details of the institution which provided the support and the amount of funding) (up to 2 pages),
  - (5) list of conference speeches or lectures from the last 10 years delivered by the Applicant on the invitation of organisers along with the names of organisers (up to 2 pages),
  - (6) description of experience in conducting scientific research (including the administration of scientific units, participation in science councils, managing international scientific consortia) (up to 2 pages),
  - (7) description of experience in business-science co-operation and successful implementations (up to 2 pages),
- b) Outline of the international research agenda – description of the scientific challenge that the IRA refers to and the original approach to the said challenge (up to 5 pages) (English version),
- c) Description of the economic or socio-economic significance and the potential applications of the results obtained in the course of realisation of the IRA project (up to 2 pages) (English version),
- d) Letter of intent from the partner unit – the foreign strategic partner in the project (English version),

The letter should contain at least:

- (1) a declaration stating that the partner unit will act as the foreign partner at least during the period of funding of the IRA project,
- (2) a declaration stating that the partner unit knows and accepts the terms and conditions of the competition and the requirements related to the realisation of the IRA project, in particular the requirements set for the unit realising the IRA and for the foreign partner,
- (3) a description of the manner of involvement and substantial contribution of the partner unit in the creation and management of the unit realising the IRA,

- (4) a description of the contribution of the partner unit in the recruitment of the most suitable and experienced candidates for work at the IRA,
- (5) a description of the contribution of the partner unit in the evaluation of the conducted research and achieving the objectives of the project,
- (6) Data of two individuals proposed by the partner unit as future members of the International Scientific Committee in the first term.

The letter has to be signed by a person authorised to represent the foreign partner unit.

- e) Brief description of the structure of the unit realising the IRA – the description should contain at least information about the selected legal form and organisational structure of the unit realising the IRA (up to 2 pages) (English version),
- f) Description of the place where the IRA will be realised (containing information about the manner of obtaining laboratory space, possibly lease of equipment, etc.), (English version),
- g) Letters of intent from local partner units if the Applicant foresees such co-operation (English version),

If such co-operation is foreseen, then the letter should contain information about the planned scope of co-operation between the unit realising the IRA and the local partner and it should state whether the local partner unit wishes to:

- 1) participate in the creation of the unit realising the IRA,
- 2) appoint members of the ISC,
- 3) involve students or doctoral students in the realisation of the IRA,
- 4) enrol candidates selected in competitions announced by IRA research team leaders in doctoral studies,
- 5) provide access to laboratory space,
- 6) and/or co-operate in the project realisation in any other ways.

The letter has to be signed by a person authorised to represent the Polish partner unit.

**NOTE:**

The hardcopy version of the first part of the application may be generated in the electronic system only after it has been filled out and closed in the electronic version.

On the second and third stage of the application filing procedure, documents will be required in electronic form only.

## **Part 2 of the application (for third-party reviewers) – filed in electronic form**

- a) Complete International Research Agendas (up to 15 pages) (English version)

The agenda should take into account the works of the first 5 – 7 research teams in the period of 5 years following the start of the project realisation and specify which groups and on what stages will co-operate with entrepreneurs (see item 5.2.2 h). For information on the members of a research team see 5.4.1 and 5.4.2.

- b) Description of the competences of the foreign partner unit(s); the description should contain at least information concerning:
- 1) achievements in science and implementation,
  - 2) organisational culture,
  - 3) good practices related to the organisation and conducting scientific research and the evaluation of work of research teams.

## **Part 3 of the application (for the panel of experts) – filed in electronic form**

- a) Documents organising the work of the unit realising the IRA, relevant for the selected legal form (Polish and English versions):
- (1) Content of the statutes of the unit realising the IRA and if the statute of the institution in Poland appointing the unit implementing IRA affects the manner of operations of that unit, the statute of the institution.
  - (2) The content of the international agreement that the unit realising the IRA will conclude with the foreign partner unit. This type of agreement will be required if the unit realising the IRA has a legal personality, e.g. in form of a foundation or a company.
  - (3) The content of the international agreement pursuant to which the unit realising the IRA is appointed. This type of agreement will be required e.g. if the unit realising the IRA takes the form of a joint unit of a Polish and foreign higher education institution and in similar cases.

The international agreement should contain at least all the information included in the letter of intent issued by the foreign partner unit submitted with the first part of the application, apart from the data of persons designated for ISC members.

The statute of the unit and the international agreement must guarantee the possibility to realise the project in compliance with the requirements of the present Competition Documentation. The submitted statute and international agreement will be subject to evaluation. Individual provisions these documents may be subject to changes at the request of the International Panel of Experts before the conclusion of the grant agreement.

The proposed template of the statute compliant with the IRA requirements is available on the website of the Foundation for the convenience of the applicant.

- b) The description of the adopted operational rules of the unit realising the IRA, including, first of all (up to 20 pages) (English version):
- (1) science management strategy,
  - (2) strategy of research workers recruitment,
  - (3) policy on the commercialisation and intellectual property management,
  - (4) informational and promotional policy of the unit, including activities for the understanding of science in the economic and social development of Poland,
  - (5) plans of obtaining funds from sources other than the IRA programme during the realisation of the IRA project,
  - (6) plans of co-operation with a local scientific centre, e.g. with respect to the scientific development of students and doctoral students, common conducting of research (if applicable),
  - (7) access to infrastructure.
- c) Budget – the necessary costs related to conducting research, administration costs and all other costs of functioning of the IRA should be presented in compliance with the catalogue of eligible costs listed in the electronic form (pursuant to the *Cost eligibility guide* constituting an appendix hereto).
- d) Schedule of the project realisation during the project cost eligibility period for the first 5 years of project realisation– pursuant to the attached form, containing information about:
- (1) organisational and administrative activities,

- (2) the announcement of and conducting recruitment process of research workers,
  - (3) informational and promotional activities related to the realisation of IRA,
  - (4) activities connected with the commencement of research (commencement of subsequent R&D works),
  - (5) evaluation of research team leaders,
  - (6) obtaining funds for conducting statutory activity.
- e) Development plan of the unit realising the IRA after the period of funding under the IRA programme (up to 4 pages) (English version), containing a long-term perspective vision concerning:
- (1) the scientific development of the research agenda,
  - (2) co-operation with the business sector,
  - (3) co-operation with the foreign unit,
  - (4) obtaining funds from sources other than the IRA programme,
- f) Indicators – along with grounds. (pursuant to the template) (English version).
- g) Description of the project influence on sustainable development, in particular on environmental protection. (Up to 2 pages). (English version)

The description should contain information about the planned number of R&D works with respect to ecology or environmental protection, number of patents, publications, media coverage about eco-innovations.

- 4.5.3** Applications filed on the first stage of the competition may be submitted by post, by courier mail or in person to the following address:

**Fundacja na Rzecz Nauki Polskiej**

**ul. Krasickiego 20/22**

**02-611 Warsaw**

with the annotation "**IRA Programme**" on the envelope.

- 4.5.4** The date of receipt of the hardcopy version of the application shall be decisive, **not the date of posting**, although on the last day of the filing period applications will be accepted until 4:00 p.m. Applications submitted to the Foundation after that time shall not be considered. The due dates for the submission of the successive parts of application are listed in item 4.4.

## V. General terms and conditions

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### 5.1 The Applicant

**5.1.1** Applications may be submitted by prominent scientists from Poland or from abroad, with recognised scientific achievements. In justified cases, e.g. If the proposed project is interdisciplinary in its nature, an application may be submitted by two scientists.

After obtaining funding for the unit realising the IRA, both Applicants will act as research team leaders while the main Applicant will at the same time act as unit manager. For information on the research group leaders see 5.4.1 and 5.4.2.

**5.1.2** The Applicant(s) should meet all of the following conditions, regardless of their citizenship:

- a) Have recognised scientific background and achievements in their field of science,
- b) They will be employed at the newly created unit as research team leaders,
- c) They will act as managers of the unit realising the IRA (depending on the legal form chosen for the new unit, e.g. as the chairman of the foundation or director),
- d) They will be subject to evaluation by the ISC equally to all research team leaders,
- e) They may become managers of the unit for the subsequent term pursuant to a positive recommendation from the ISC,
- f) They will be employed at the unit realising the IRA at least for a number of hours that ensures the possibility of realisation of the IRA project, however not lower than half-time.

### 5.2 Unit realising the IRA

**5.2.1.** The IRA unit conducts activity by realising projects and scientific tasks in research teams and, if necessary, by realising scientific tasks by individual scientists (see item 5.4.3).

The number of research groups and of other individuals who realise the R&D tasks corresponds to the adopted research agenda submitted in the application, with potential later amendments introduced by the International Scientific Committee.

**5.2.2.** The IRA unit has to meet the following conditions throughout the period of project realisation and the durability period:

**a) Manager of the unit realising the IRA,**

The first manager of the unit realising the IRA is the Applicant selected by the FPS in the competition under the IRA programme.

The manager of the unit realising the IRA may be only such person who will act as research team leader at the same time.

If the Applicant is unable to perform the function of manager of the IRA unit until the end of the term due to reasons beyond their control, then the International Scientific Committee shall conduct a competition procedure in order to appoint a new manager pursuant to the rules and regulations adopted by the unit.

The competition for a new manager shall be governed also by the rules concerning the recruitment of research team leaders (see item 5.4.1).

During the period of funding from the IRA programme funds, the unit realising the IRA shall provide the FPS with information and documents related to the individual designated by the ISC as unit manager, pursuant to the list of documents required from the Applicant on the first stage of filing the application (see item 4.5.2 a, application part 1). The Foundation shall evaluate and approve the new manager of the unit realising the IRA.

As the unit manager is at the same time the IRA project manager, the approval of the potential new manager by the FPS during the period of the project is indispensable for the continuation of the IRA project.

**b) Partnership with a leading scientific institution from abroad.**

A strategic partner in the project will be a foreign scientific institution (public or private) which conducts research at the highest world level, has significant achievements with respect to the implementation of research results and meets the highest working and research organisation standards.

The partnership will consist mainly in shared introduction in the newly created unit of good practices related to work organisation, commercialisation of research results and conducting research, and delegating representatives of the partner unit or individuals recommended by it to participate in the International Scientific Committee.



**c) International Scientific Committee**

- (1) One of the bodies of the unit realising the IRA shall be the International Scientific Committee composed of internationally recognised scientists who conduct research in the area of expertise which is to be developed in the unit responsible for the implementation of the International Research Agendas, or, if it is justified by facilitating the realisation of the project objectives, entrepreneurs having experience in carrying out research and development activities together with scientists or entrepreneurs with extensive experience in the implementation of new technologies.
  
- (2) It is advisable that the following requirements concerning the members of the ISC are met:
  - i. At least half of the ISC members must be scientists and at least half of ISC members have to be employed at foreign units that conduct scientific research.
  - ii. Members of the International Scientific Committee are appointed for terms lasting not longer than 5 years. After the expiration of the term of the ISC, not more than half of its members may be appointed for the subsequent term. Each of the ISC members may perform the function for not more than two terms.
  
- (3) The duties of the International Scientific Committee include:
  - i. Verification of the research agenda and making all the necessary changes, i.e. those resulting from the global progress in research in a given thematic area. The ISC shall conduct such verification at least every 4 years.
  - ii. Evaluation of the work of all team leaders and their teams. The ISC shall conduct such evaluation at least every 4 years.
  - iii. Issuing opinions on the employment of individual scientists or a laureate of the European Research Council competition at the IRA unit (see items 5.4.3, 5.5.6).
  - iv. Announcing and running competitions to select the manager and leaders of research teams employed at the units implementing IRAs, by means of:
    - 1) approval of the competition criteria and rules prepared by the unit,
    - 2) approval of the scope of requirements for the potential manager or leader,
    - 3) evaluation of applications and issuing recommendations related to the employment of the most suitable candidate(s).
  
- (4) During the period of realisation of the project, the unit realising the IRA shall provide an FPS representative with the possibility to participate in ISC sessions and it shall notify the

FPS about any changes in the composition of the ISC after or during the term, if such situation occurs.

**d) Legal status which allows for granting the required powers to the International Scientific Committee**

The requirements set for a unit realising the IRA may be fulfilled, for example, by a foundation established pursuant to the Act on Foundations, whose statutory aim is conducting scientific research. The Statutes will allow the foundation to define and secure the objectives of its activities and the scope of powers of its bodies as well as the manner of co-operation with the foreign partner unit. It will also secure the durability of the adopted objectives and powers. Sample Statutes of a foundation which meets the requirements of the competition are available for downloading on the FPS website.

A unit which is to implement the International Research Agendas established in a form other than foundation will also have to meet all requirements specified herein. Additionally, if it has legal personality, then, prior to the conclusion of the grant agreement, it will have to enter with a partner unit from abroad into an agreement which determines the manner of co-operation during the realisation of IRA. If the unit realising the IRA is to be a unit operating pursuant to an international agreement (e.g. a common unit of a Polish and foreign higher education institution), then both institutions shall sign an international agreement that determines the manner of establishment and operations of such unit pursuant to the terms and conditions contained herein.

The Applicant may use the expert opinion on various legal forms of the units, which is available on the website of the FPS. To the extent to which the assumptions adopted for the purposes of the said opinion differ from the objectives of the competition specified herein, the principles contained herein shall prevail.

**e) Partnership with local scientific partner (optionally)**

The unit realising the IRA may start co-operation with a local scientific partner. Such partnership may consist, e.g. in providing access to laboratory equipment, starting joint activities in connection with doctoral projects or other scientific co-operation.

**f) Access to infrastructure**

The Applicants should gain access to the existing research infrastructure: premises and equipment for the purposes of realisation of the IRA. If necessary, the lease costs of the premises and their maintenance could be financed from the funds of the International Research Agendas project.

**g) Periodical evaluation of all team leaders and their teams**

All research team leaders have to undergo evaluation conducted by the International Scientific Committee at least every 4 years. After the evaluation, the Committee shall present a recommendation concerning their further employment, prolongation or non-prolongation of the employment or termination of the employment relationship.

**h) Co-operation with entrepreneurs**

Partnership has to be based on an agreement or contract concluded by the entrepreneur and unit realising the IRA that determines the principles of co-operation and of funding, the contribution of each partner and the assumed potential allocation of intellectual property rights (if the entrepreneur participates in the project financially). Agreements with businesses shall be monitored by the FPS.

During the initial 3 years from the commencement of the realisation of the project, at least 2 of the research teams operating in the unit shall start co-operation with entrepreneurs.

Finally, by the end of the realisation of the project, at least half of the research teams operating in the unit realising the IRA should co-operate with entrepreneurs. Such co-operation may consist e.g. in joint realisation of research tasks under the project, consultations on the commercialisation of the obtained research results or joint training of young R&D sector personnel.

**The unit realising the IRA must not grant public aid to entrepreneurs.**

**5.3 Partnership in the project without granting public aid**

**5.3.1.** The International Research Agendas Programme does not foresee granting public aid.

**5.3.2.** The co-operation between the unit realising the IRA and the entrepreneur must be conducted in a manner that ensures the fulfilment of the following conditions<sup>1</sup>:

- a) the participating undertakings bear the full cost of the project,
- b) the results of the collaboration which do not give rise to intellectual property rights may be widely disseminated and any intellectual property rights resulting from the financed project are fully allocated to the unit realising the IRA,
- c) any intellectual property rights resulting from the project, as well as related access rights are allocated to the different collaboration partners in a manner which adequately reflects their work packages, contributions and respective interests, or
- d) the unit realising the IRA shall receive compensation equivalent to the market price for the intellectual property rights which result from their activities and are assigned to the participating undertakings, or to which participating undertakings are allocated access rights. The absolute amount of the value of any contribution, both financial and non-financial, of the participating undertakings to the costs of the research organisations or research infrastructures' activities that resulted in the intellectual property rights concerned, may be deducted from that compensation. The obtained compensation shall be the equivalent of the market value if it enables the unit realising the IRA to fully benefit from the economic advantages resulting from the discussed rights, if one of the following conditions is met:
  - i. the amount of the compensation has been established by means of an open, transparent and non-discriminatory competitive sale procedure, or
  - ii. an independent expert valuation confirms that the amount of the compensation is at least equal to the market price, or
  - iii. the unit realising the IRA as seller, can demonstrate that it effectively negotiated the compensation, at arm's length conditions, in order to obtain the maximum economic benefit at the moment when the contract is concluded, while considering its statutory objectives, or
  - iv. in cases where the collaboration agreement provides the collaborating undertaking with a right of first refusal as regards intellectual property rights generated by the collaborating research organisations or research

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<sup>1</sup> Cf. Communication from the Commission — Framework for State aid for research and development and innovation (Official Journal of the EU C 198 of 27.6.2014), items 28-30.

infrastructures, where those entities exercise a reciprocal right to solicit more economically advantageous offers from third parties so that the collaborating undertaking has to match its offer accordingly.

- e) if none of the above conditions are met, the total value of the contribution of the unit realising the IRA into the project shall be deemed as benefit for the co-operating businesses, to which the principles of public aid are applicable.

## 5.4 Research workers – individuals who realise the IRA project

### 5.4.1 Research team leaders

1. Research team leaders will be selected in an open competition organised by the International Scientific Committee, pursuant to the regulations on the employment of research workers contained in the *European Charter for Researchers* and the *Code of Conduct for the Recruitment of Research Workers* (both documents are available for downloading on the website of the Foundation) and pursuant to the principles contained herein.
2. The applicant or applicants become leaders of research teams on the basis of recommendation by the Interdisciplinary Panel of Experts in the competition run by the FPS (see item 6.2.3 h).
3. The competition procedure has to be open for all interested parties and based on transparent criteria, in compliance with the principles of equal opportunities.
4. Competitions for research team leaders shall be conducted pursuant to the following principles:
  - a) information about the competition shall be announced publicly, in such way that makes it available for all interested parties who meet the criteria,
  - b) the ISC shall conduct recruitment according to the adopted criteria, provided that at least one of such criteria should refer to the existing scientific achievements of the candidate,
  - c) the unit realising the IRA shall provide a representative of the FPS with the possibility to participate in the recruitment process as an observer,
  - d) the unit realising the IRA shall document the recruitment process in form of a protocol,

- e) the protocol shall contain at least the lists of Applicants, names of their units of origin, notes received by candidates in the recruitment process and information concerning the announcement of competition, selection criteria and recruitment schedules,
  - f) after the end of the recruitment process, the unit realising the IRA shall publish a copy of the recruitment protocol in the electronic system of the Foundation, while the original document remains at the unit,
  - g) after obtaining the approval of the Foundation, the unit realising the IRA shall employ the research team leader selected in the competition,
5. The unit realising the IRA shall enter the data of the new research team leader and information of planned budget funds allocated to their research team into the electronic system made available by the FPS.
  6. Only candidates who have received a positive recommendation of the ISC in the conducted competition may be employed at the unit realising the IRA as research team leaders (except for the laureates of European Research Council competitions, whose employment requires the opinion of the ISC – see item 5.4.6).
  7. The unit realising the IRA must be specified as primary place of employment for each individual employed as research team leader, as specified in the regulations that may influence the obtaining of funds for conducting statutory operations.
  8. The research team leader (with the reservation of item 5.2.2 a)) (whose employment is financed from the funds of the IRA programme) has to be employed at the unit realising the IRA at least on a ½ time, for the purposes of realisation of the IRA project. However, all scientific results, publications, patent applications and patents obtained as part of the realisation of the IRA project have to be assigned (affiliated) to the unit realising the IRA.

#### **5.4.2 Research team members**

1. The research team leader shall recruit students, doctoral students, young doctors and other employees for their team.

Their team has to be composed of at least 3 individuals conducting R&D works not later than 12 months after the employment of the research team leader.

2. Research team members: students, doctoral students or young doctors shall be selected by the leader in an open competition based on transparent criteria, pursuant to the following rules:
  - a) information about the competition shall be announced publicly (for the recruitment of doctoral students and senior team members at least on the EURAXESS website) and it should contain information about the manner of applying, the requirements set for candidates and the planned amount of stipend or remuneration.
  - b) the research team leader shall appoint a committee composed of at least two members who will be responsible for the recruitment process,
  - c) the committee shall prepare and conduct recruitment process according to the adopted criteria, provided that at least one of such criteria should refer to the existing scientific achievements of the candidate,
  - d) the committee shall document the recruitment process in form of a protocol,
  - e) the protocol shall contain at least the lists of Applicants, names of their units of origin, notes received by candidates in the recruitment process and information concerning the announcement of competition, selection criteria and recruitment schedules,
  - f) after the end of the recruitment process, the research team leader shall publish a copy of the recruitment protocol in the electronic system of the Foundation, while the original document remains at the unit,
  - g) the approval of the recruitment protocol by the Foundation is required for the financing of the stipend or employment contract of the individual selected in competition under the IRA project. Moreover, as far as stipend agreements are concerned, it is also required to submit to the Foundation a statement confirming the status of the student (or doctoral student) or a copy of their student visa for the stay in Poland.
3. The unit and the research team leader shall provide a representative of the Foundation with the possibility to participate in the works of the competition committee as an observer.
4. Students selected in the competition shall receive registered stipends. Doctoral students may be employed by the team either pursuant to stipend or to an employment contract. The amount of stipends will be proposed by the project manager. Young doctors recruited for work in the research team may receive remuneration in the amount proposed by the project manager pursuant to an employment contract.

5. Doctoral students who conduct R&D works under the supervision of the research team leader should have another scientific supervisor, from the foreign partner unit if possible.
6. Stipends shall be treated as financial support for participants of the project and paid only by the Foundation, directly to individual bank accounts of the beneficiaries, pursuant to separate agreements concluded with them. Beneficiaries of stipends may not receive remuneration from the funds of the project during the period of the stipend.
7. Stipends are exempt from personal income tax pursuant to Art. 21, item 1 point 137 of the Act of July 26 1991 on Personal Income Tax (Journal of Laws of 2012, item 361 incl. further amendments).

#### **5.4.3 Individual Scientists (Visiting Scientists)**

1. The unit realising the IRA may employ individual scientists to realise short-term research projects supporting the works of the IRA teams, disregarding the competition procedure for research team leaders, however for a period not exceeding 6 months.
2. The employment of individual scientists is approved by the ISC on request of the manager of the unit realising the IRA.
3. One scientist may be employed in the manner foreseen for individual scientists only once.
4. Scientists employed in such a way are not research team leaders. Their employment may be connected, for example, with the realisation of a specific research task or with expert co-operation with one or more research teams operating in the IRA unit.
5. The remuneration of the Individual Scientist may be covered by the IRA project according to the rules and regulations given in *Cost Eligibility Guide under the Measure 4.3 of the Smart Growth Operational Programme* (see attachment 1).
6. The unit realising the IRA shall enter the information about the employed individual scientist into the electronic system of the FPS.
7. The unit may allocate funds under the IRA project for the realisation of research tasks by individual scientist. To do so, the unit shall enter information about the planned funds to the relevant budget form available in the electronic system of the FPS.

#### **5.4.4 Research and technical staff**

Research and technical staff members are employed by the manager of the unit realising the IRA and their remuneration is covered from the funds allocated to the common part of the R&D projects in the unit realising the IRA.



#### 5.4.5 **Doctors with advanced research and development experience**

Doctors may be employed at the unit realising the IRA on request of the unit manager, who shall select them by means of conducting a competition procedure analogical to that foreseen for young doctors. Employment in this category has to be connected with the necessity to obtain the necessary competences with respect to R&D by the unit, e.g. with respect to the operation of advanced research equipment or a specific technology. Employment of a doctor with advanced R&D experience at the unit requires the approval of the FPS. The remuneration of these employees is covered from the funds allocated to the common part of the R&D projects in the unit realising the IRA.

**5.4.6 European Research Council grant laureates** may be employed at the unit realising the IRA as research team leaders on request of the unit manager, disregarding the competition procedure specified in item 5.4.1, for the period of realisation of the grant for which they have received funding from the ERC. The request shall be approved by the ISC.

#### 5.5 **Duration of the project**

- 5.5.1 The realisation of the project may not commence earlier than on the 1<sup>st</sup> of June, 2016.
- 5.5.2 The Applicant shall specify the dates of commencement and end of the project realisation, considering that the period of project realisation is the same as the period during which the incurred expenditures may be deemed as eligible.
- 5.5.3 The first stage of realisation of the project is planned for the duration of 60 months, which is the period covered by the application for funding. The period of project realisation may be prolonged until the 30<sup>th</sup> of June, 2023 on request of the unit realising the IRA, provided that the project receives a positive recommendation in the second mid-term evaluation, i.e. after 36 months of the realisation.
- 5.5.4 The manager of the unit realising the IRA shall file an application for the prolongation of the project realisation period on the date and in the form specified by the Foundation.

The application for the prolongation of the project shall contain, first of all, information about the planned research agenda adopted by the ISC, for all research teams that will work for the unit realising the IRA during the prolonged period of project funding.

#### 5.6 **Financial terms and conditions**

**5.6.1 The full catalogue of eligible costs and the principles for documenting eligible costs under the International Research Agendas Programme are specified in the *Cost Eligibility Guide under the Measure 4.3 of the Smart Growth Operational Programme* constituting an appendix hereto.**

**5.6.2** Financing under the International Research Agendas Programme shall cover the following categories of costs:

**DIRECT COSTS:**

**W – Remunerations** - Eligible costs in this category include the costs of remunerations including non-payroll labour costs, including social and health insurance contributions of individuals employed for conducting research (research workers, technical employees and other auxiliary personnel) or technology brokers proportionally to the extent to which these remunerations are directly connected with the realisation of the co-financed project.

- a) Remuneration of the research team leader of the project pursuant to an employment contract (cost of remuneration along with non-payroll labour costs, including social security and health insurance contributions) in the suggested amount up to PLN 27 000 per month for full-time work at the project (in case of part-time employment this amount will be proportionally lowered).
- b) Remunerations of individuals employed at the R&D works in the project, to the extent, to which such works are directly connected with the realisation of the project.
- c) Remunerations of doctoral students and young doctors, if they receive remuneration pursuant to employment contracts (including remuneration costs and non-payroll labour costs, including social security and health insurance contributions) should not exceed the suggested amount: doctoral students – PLN 8 000 per month; young doctors – PLN 15 000 per month.

**Note:**

The total professional involvement of all individuals receiving remuneration under the project in the realisation of all projects financed from the structural funds and from the Cohesion Fund and activities financed from other sources, including own funds of the unit and of other entities, must not exceed 276 hours per month.

**E – Subcontracting costs** - entrusting third parties with the performance of part of the substantial works of the project that are not performed on the premises and under direct supervision of the beneficiary, and costs of resources made available by third parties (i.e.

the costs of lease of the laboratory along with research equipment) (auxiliary tasks required for the performance of project tasks, such as legal or accounting services, are not considered as subcontracting), and all contracts for the performance of specific work.

Costs allocated to subcontracting must not exceed 50% of the total eligible costs of the project.

**C – Costs of the development of research personnel (Cross-financing)** – the following costs related to the development of research personnel may be financed in this category:

a) Stipends

The suggested stipend amounts should not exceed:

- for students of 1<sup>st</sup> or 2<sup>nd</sup> degree studies or equivalent uniform study programmes – PLN 1500 – 2500 per month
- for doctoral students – PLN 3500 – 4500 per month

b) Fellowships (of stipend beneficiaries or research team employees to the extent connected with the research works realised in the project, commercialisation of obtained results or works related to newest technological achievements or project management).

c) Trainings (of stipend beneficiaries or research team employees to the extent connected with the research works realised in the project, commercialisation of obtained results or works related to newest technological achievements or project management, including the costs of summer schools for doctoral students).

Costs allocated to this category (C) must not exceed 30% of the total eligible costs of the project.

## **Op – Other indirect costs**

### **1. Costs of research equipment and intangible assets**

Including:

- a) Expenditures on the purchase of low-cost research equipment – funds allocated to expenditures in this category must not exceed 5% of the total eligible costs of the project.

2. Land and building costs

3. Other operational costs

Including:

- a) Costs of project promotion (up to 1% of the total eligible project costs)
- b) Lease of laboratory space

**O – Indirect costs** - not exceeding 17% of actually incurred direct eligible project costs, with the exclusion of subcontracting costs and cross-financing ( $O = (W + Op) \times \max 17\%$ ).

**Note:**

1. The total sum of funding for one unit realising the IRA in the initial 5-year period should not exceed the suggested amount of PLN **35 million**.
2. If the unit realising the IRA is obliged to reimburse the expenditures classified as direct costs and due to that the amount of indirect costs exceeds the specified limit of 17% of the direct costs with the exclusion of subcontracting costs and cross-financing, then the unit realising the IRA will be obliged to return such amount of the funds from indirect costs to maintain the specified limit.
3. In the event of proposed costs exceeding the values suggested hereinabove or if the application contains costs related to the purchase of tangible fixed assets, then the Applicant will be obliged to present the relevant information during the interviews with the interdisciplinary panel at the seat of the FPS or on site of project realisation.

**5.6.3** Expenditures eligible for co-financing are expenditures that meet the conditions listed in the *Cost Eligibility Guide* and that have been incurred in compliance with the provisions contained herein.

**5.6.4** The budget allocated to the unit realising the IRA will be divided into the common part for R&D projects at the IRA unit (e.g. purchase of equipment, lease, remunerations of technical staff) and to budgets of individual research teams or individual scientists.

The common part of R&D projects at the IRA unit will be paid in instalments pursuant to the schedule presented in the appendix to the grant agreement. The first instalment of the budget for the project realisation by research team or individual scientist will be paid after the employment of the research team leader or of the said scientist.

### 5.6.5 Additional competition for financing research equipment:

1. During the realisation of the project, but not earlier than after the competition procedure for research team leader at the unit realising the IRA has been closed, the unit may file an application to the FPS for the purchase of specialist equipment. The competition will be conducted basing on the following assumptions:
  - a) the application shall be filed on request and on the dates specified by the Foundation for Polish Science,
  - b) the application shall be subject to evaluation by experts appointed for that purpose,
  - c) the application shall be considered taking into account, among others, an analysis of equipment of the given type available in Poland, based on available lists and databases of equipment,
  - d) consent for the purchase of specialist equipment cannot be granted to projects realised with the participation of a scientific unit that received significant funding for research equipment under the Operational Programme Innovative Economy (IE OP) or the Operational Programme Infrastructure and Environment (IaE OP) with respect to the research conducted in the IRA project. The Foundation for Polish Science shall consult the applications for the purchase of specialist equipment filed by such units with the Intermediary Authority for Priority Axis 4 of the SG OP, in particular in order to confirm the fact of receipt of significant funding and to confirm the overlapping of the thematic scope of the IRA project and the purposes of purchase of equipment underlie OP or IaE OP.
  - e) A representative of the National Centre for Research and Development will be invited to participate as an observer in the meeting of experts evaluating the applications for financing specialist equipment.

## 5.7 Indicators of realisation of the Project

- 5.7.1** The Applicant is obliged to include in the form the planned project realisation indicators, i.e. the planned products and outcomes. In the IRA programme these are the following:
- (1) Number of implemented R&D works,
  - (2) Number of research units supported within the implementation of R&D works,

- (3) Number of collaborating foreign research units,
- (4) Number of people conducting R&D works within the project,
- (5) Number of new scientists in the supported units,
- (6) Number of foreign scientists in the supported projects,
- (7) Number of international scientific publications - indexed in the JCR list (Journal Citation Reports), Thomson Reuters,
- (8) Number of filed patent applications.

**5.7.2** The presented indicators have to be relevant to the given type of the project and to reflect the objectives of the project. They will be subject to evaluation by a panel of experts during the substantial evaluation of the application, during the realisation of the project and after the completion thereof, and they may be subject to changes proposed by experts of the Foundation.

## 5.8 Reporting

1. During the project realisation, the unit realising the IRA shall submit reports to the FPS on the terms and conditions specified in the grant agreement.
2. During the project realisation, the unit realising the IRA shall be subject to at least two mid-term evaluations conducted by the FPS.
  - a) The first mid-term evaluation shall take place 1 year after the commencement of the project and it shall refer, first of all, to:
    - i. the manner of implementation of the organisational structure proposed in the application,
    - ii. the introduction of good practices e.g. with respect to recruitment of research workers,
    - iii. co-operation with the foreign partner unit.
  - b) The second mid-term evaluation shall take place 3 years after the commencement of the project and it shall refer, first of all, to:
    - i. the evaluation of scientific excellency of the research team leaders and of the whole IRA unit,
    - ii. initiating co-operation with entrepreneurs,
    - iii. level of internationalization and development of the R&D personnel for the needs of innovative economy.

3. During the second mid-term evaluation, the FPS shall make available the terms and conditions for filing applications for additional funding or for the prolongation of the project cost eligibility period. Positive mid-term evaluation result and a recommendation of the evaluation committee will be decisive for the positive consideration of the said application.

## 5.9 Changes in the project

- 5.9.1 Any changes in the project that might influence the result of project evaluation on the first, second or third stage of the competition procedure, each time require the approval of the FPS, under the pain of termination of the agreement. This applies in particular to changes in the Statutes of the unit realising the IRA.
- 5.9.2 During the realisation of the project, regardless of the manner of project prolongation as a result of mid-term evaluation, the manager of the unit realising the IRA may file an application for the increasing of the granted funding (project budget) or for the project prolongation. The terms and conditions of the project prolongation shall be specified in the grant agreement.
- 5.9.3 The application for increasing the funding of the project may be filed, in particular, in connection with:
  - a) the commencement of the subsequent stage of research works devoted to the elaboration of project results, with the aim to improve the potential implementation possibilities.
  - b) the necessity to increase the number of students or doctoral students or their remunerations in comparison to the original application,
  - c) starting new partnership within the project.

The acceptance of such applications will depend on the evaluation by experts and on the availability of funds for this purpose in the programme.

## VI. System of IRA projects selection

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Projects submitted in the competition are evaluated in the formal and content-based aspects. The wording and description of evaluation criteria constitute an appendix hereto.

If it is detected that the electronic file attached to the online form has been damaged, FPS may request to supplement such file on any stage of the competition.

### 6.1 Formal evaluation of the proposal

**6.1.1** Applicants whose applications do not meet the formal criteria shall be notified (by e-mail or the electronic system) about the fact that their applications will not be considered due to formal deficits.

**6.1.2** There will be no possibility to amend or supplement a formally incorrect application.

### 6.2 Content-based evaluation

Applications that received a positive formal evaluation will be submitted for content-based evaluation. The content-based evaluation consists of three stages: evaluation by the scientific and economic panel, written review stage and the stage of interviews with an interdisciplinary expert panel.

#### 6.2.1 Stage 1. Scientific and economic panel

- a) The scientific and economic panel is composed of a minimum of 3 members who possess adequate scientific background or experience in the implementation of innovative solutions in the R&D sector. The Foundation may appoint several panels in the competition, corresponding to the fields of science represented by the filed applications.
- b) The scientific and economic panel evaluates, among others, the criterion "The Applicant guarantees the achievement of the objectives of the programme" (Content-based scored criterion No. 4). If the application is filed by two Applicants, the panel shall evaluate this criterion taking into account information filed in the application related to both Applicants.
- c) As a result of the evaluation by the scientific and economic panel, at least 50% of the best evaluated applications are qualified for the 2<sup>nd</sup> stage of content-based evaluation.
- d) The Applicants shall be notified by e-mail about the qualification of their application for the 2<sup>nd</sup> stage of content-based evaluation. Applicants, whose applications are qualified



for the 2<sup>nd</sup> stage of evaluation, are invited to submit the second part of the application within the period specified herein.

- e) Applicants who are not invited to the 2<sup>nd</sup> stage will be notified about the received score and recommendations, along with a brief substantiation.

### **6.2.2 Stage 2. Written reviews**

- a) Each application is evaluated by at least two third-party reviewers. The intention of the Foundation is to ensure that foreign experts constitute at least 50% of all experts involved in the process. Members of the scientific and economic panel or of the interdisciplinary expert panel (3<sup>rd</sup> stage of content-based evaluation) cannot act as reviewers.
- b) Reviewers evaluate, among others, the criterion: "Assessment of the competences of the Applicant" (Content-based scored criterion No. 2). If the application is filed by two Applicants, each Applicant is evaluated separately.
- c) Apart from the evaluation of content-based criteria, the reviewers may suggest certain issues to be clarified with the Applicant on the 3<sup>rd</sup> stage of content-based evaluation and point to the conclusions that deserve particular attention due to the risk connected with the enterprise, exceptional economic potential or potential solution of a significant social problem.
- d) The Applicants shall be notified by e-mail about the qualification of their application for the 3<sup>rd</sup> stage of content-based evaluation. Applicants who have been invited to the 3<sup>rd</sup> stage will receive the content of reviews of their applications, in compliance with the principle of maintaining the anonymity of reviewers, and they shall be requested to file the third part of application within the period specified in the letter of notification stating that they have been qualified for the 3<sup>rd</sup> stage of evaluation. The other Applicants may receive reviews on request.

### **6.2.3 Stage 3. Interview with the Interdisciplinary Panel of Experts**

- a) Applications that receive the highest score, the best recommendations or those that receive the most divergent scores will be qualified for stage 3.
- b) On the third stage, the FPS reserves the right to request the Applicant to provide additional clarifications and, possibly, to submit additional documents concerning the organisational form of the unit realising the IRA. The aim of the possibility to request additional clarifications is to enable a comprehensive preparation of the Interdisciplinary

Panel of Experts. The presentation of additional clarifications and documents by the Applicant is of a purely supplementary nature and it may not lead to any changes in the previously filed application. On this stage, it refers only to competition requirements.

- c) The Interdisciplinary Panel of Experts (IPE) shall compare the considered applications, rank them and evaluate them basing on the adopted criteria (see Appendix No. 2). The Interdisciplinary Panel of Experts is composed of at least three experts representing various fields of science and one Member of the Board of the FPS (acting as chairman, without the right to evaluate applications) and, optionally, an expert delegated by the IA as an observer.
- d) The basis for the comparison of candidates by the IPE are the written reviews obtained on the preceding stage and a direct interview with the Applicant, who will have an opportunity to express their opinion on the received score.
- e) The works of the IPE may consist of two stages: interview on the premises of the FPS (including, in particular, a discussion on the project, written reviews and reviewers' comments) and an on-site evaluation of the realisation of projects (evaluation of the criteria related to the feasibility of the project). The composition of the panel on the premises of the Foundation and on-site may vary.
- f) The foreign partner unit shall ensure the participation of its representative in the interview with the Interdisciplinary Panel of Experts. The representative of the partner unit who participates in the interview with the panel of experts shall present the final position of the partner unit.
- g) Evaluation by the IPE (in particular on-site of the realisation of the project) may be also conducted with the participation of other scientific or economic partners of the project, who will take part in the realisation of the project.
- h) Moreover, in situations when the application is filed by two Applicants, the IPE shall decide whether it is justified to employ both Applicants as research team leaders pursuant to the reviews from the 2<sup>nd</sup> stage of evaluation and the interview with Applicants. If one of the Applicants has received a low score on the stage of content-based evaluation, the IPE may recommend not to employ them as a research team leader without a competition organised by the ISC.

**6.2.4** The Interdisciplinary Panel of Experts may recommend the Applicants to introduce changes necessary to ensure the proper realisation of the IRA project in their applications. Such changes may refer, in particular, to the conditions of the feasibility of the project with respect to the principles of operating of the unit realising the IRA.

- 6.2.5** The IPE may request the Foundation to conduct negotiations and to supervise the introduction of the recommended changes.
- 6.2.6** The Foundation reserves that potential negotiations between the Applicant and the Foundation concerning project indicators or project budget may continue after the end of the panel, before the conclusion of the grant agreement.
- 6.2.7** The Board of the Foundation shall adopt a resolution on the decision to allocate funds to the realisation of projects, based on the ranking of projects prepared by the panel and on the funds available in the given competition.
- 6.2.8** The list of beneficiaries (grant recipients) will be published on the website of the Foundation.

### **6.3 Procedure of appeal**

- 6.3.1** The Applicant has the right to submit to the Board of the Foundation a written appeal against the decisions taken with respect to the filed application within 7 days from the date of receipt of the information about the refusal to grant funding or to qualify the application to the subsequent stage of evaluation. The date of the appeal delivery to the Foundation shall serve as proof, not the posting date, however the appeal may be sent to the Foundation by fax (+48 22 845 95 05) or e-mail. The appeal shall be considered within 21 days from the date of receipt by the Foundation.
- 6.3.2** Appeals concerning the formal evaluation shall be considered by the Committee of Appeal (CA), composed of: a lawyer and two employees of the FPS who were not involved in the evaluation of the application.
- 6.3.3** Appeals concerning the content-based evaluation shall be considered by a committee composed of two third-party experts permanently co-operating with the Foundation who were not involved in the evaluation of the applications to which the appeal refers and an employee of the FPS who was not involved in the evaluation of the application.
- 6.3.4** The works of the Committee of Appeal shall consider only the evaluation of procedural aspects on each stage of evaluation and the selection of applications. The final opinion shall be adopted by voting. The Board of the Foundation, having familiarised itself with the opinion of the Committee, shall decide to submit the application for re-evaluation (by the panel or a reviewer) or reject the appeal. The Applicant shall be notified about the decision in written form. The decision of the Board is final.

## VII. Grant agreement

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The grant agreement along with the application shall constitute the basis for the obligation of the project manager and the IRA unit to realise the project.

Before the conclusion of the grant agreement, the Foundation reserves the right to start negotiations with the Applicant who applies for the grant in order to introduce the necessary changes to the project.

### 7.1 Conclusion of the agreement

**7.1.1** The grant agreement is concluded between the FPS and the unit realising the IRA. Managers of the units realising the IRA shall receive the agreement by e-mail and send two identical, signed copies thereof along with all required documents (appendices) by post to the Foundation, within the period specified by the Foundation. The Foundation shall send a signed copy of the said agreement back to the unit.

#### **Appendices to the agreement:**

- (1) Project budget,
- (2) Statutes of the unit realising the IRA,
- (3) International agreement,
- (4) Schedule of the payment of instalments,
- (5) Statement concerning the VAT eligibility of the unit,
- (6) Power of attorney (this appendix is required if the agreement is signed by individual(s) who are not authorised to represent the unit pursuant to the Statutes),
- (7) Declaration stating that the unit realising the IRA will apply for all consents of ethics committees and other permissions required by law necessary for the conducting of research, to which they apply, and that it will start the realisation of such research only after obtaining all relevant consents and permissions.
- (8) Statement confirming that the tasks covered by the application are not financed and that the unit does not apply for the financing of such tasks from national or European public aid sources with respect to the same eligible costs.

During the realisation of the project, on demand of the Foundation, the unit realising the IRA may be requested to present:

- (9) The certificate on the absence of arrears in payments of budget fees and social security and health insurance contributions,
- (10) A document confirming that the agreement has been duly secured.

**7.1.2** Apart from the appendices listed in item 7.1.1, before the conclusion of the agreement, the Foundation may request the unit to make available other documents, in particular:

- (1) Statement confirming the assignment of the REGON number to the unit,
- (2) Decision on the assignment of Taxation Identification Number (NIP) to the unit,
- (3) An excerpt from the National Court Register or from another applicable register.

**7.1.3** Failure to submit the full set of requested appendices in the specified periods may result in the refusal to sign the agreement by the Foundation.

**7.1.4** During the realisation of the project, the unit realising the IRA shall be obliged to use the IT system of the Foundation, among others, for the purposes of submitting reports, documenting scientific achievements or applying for changes in the projects budgets.

## VIII. Contact

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Additional information about the programme may be obtained by calling the following telephone numbers:

Telephone: +48 22 845 95 46  
+48 22 311 84 39  
+48 22 845 95 01

or by e-mail:

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## IX. Appendices to the Competition Documentation

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1. Cost Eligibility Guide under the Measure 4.3 of the Smart Growth Operational Programme
2. Evaluation criteria of the applications and description of the selection criteria of the projects in the IRA programme
3. Sample grant agreement

**This Guide regulates the basic issues  
related to cost eligibility  
in research and development projects,  
under the SG OP, Measure 4.3.**

It contains sections/appendices defining:

- The time frames and principles for cost eligibility
  - Catalogue of eligible costs
  - Catalogue of non-eligible costs
- Documenting incurred expenditures
- VAT as eligible cost
- Manner of incurring expenditures in compliance with the fair competition principle

# **COST ELIGIBILITY GUIDE** *under Measure 4.3 OF THE* **SMART GROWTH** **OPERATIONAL PROGRAMME**

*The Cost Eligibility Guide under the Smart Growth Operational Programme* (hereinafter referred to as the *Guide*) has been developed basing on existing legal regulations.

The main aim of the *Guide* is to facilitate the classification of expenditures for beneficiaries, both on the stage of project planning and during the subsequent project settlement.

At the same time we reserve that the above specifications shall not cancel or limit the possibility of the occurrence of different arrangements and results of inspections carried out by competent authorities.

### **Definitions:**

Beneficiary – recipient of the grant in the extra-stipendiary grant project of the Foundation for Polish Science – an entity specified in Art. 2 item 10 and in Art. 63 of the Regulation of the European Parliament and of the Council 1303/2013 of 17<sup>th</sup> December 2013; whenever the term "beneficiary" is used in this Guide it should be also understood as the partner and the entity authorised to incur expenditures specified in the project proposal, unless the Guide expressly states that it refers to the beneficiary as a party to the co-financing agreement.

## 1. Aim of the development of the Guide

The aim of the Guide was to develop, clarify and illustrate the issue of cost eligibility, to facilitate the beneficiaries development of a cost schedule within the prepared projects and the settlement of received funds as well as to improve the monitoring of projects on various stages of evaluation, by providing effective and efficient public finance management and equal opportunities with respect to the access to funding by creating uniform, transparent principles of cost eligibility.

## 2. Legal grounds

The present *Cost Eligibility Guide under the Smart Growth Operational Programme* has been developed taking into account the existing legislation regulating finance management in projects subject to financing from the ERDF and the principles of project realisation under the Smart Growth OP.

## 3. Scope of the Guide

**3.1** *The Guide* determines the principles of cost eligibility for projects realised under Measure 4.3. International Research Agendas of the Smart Growth Operational Programme. It contains a catalogue of eligible costs and a catalogue of non-eligible costs.

**3.2** The eligibility of the given cost depends on the compliance with general principles of eligibility, in particular those stipulated in the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020* and *Guidelines on the eligibility of expenditures under the Smart Growth Operational Programme 2014-2020* as well as on the specificity of the realised project and the inclusion of the

given expenditure in the substantial scope of the project included in the project proposal, constituting an appendix to the concluded co-financing agreement.

**3.3** The principles refer to all eligible expenditures incurred by the beneficiary (also by potential partners) – both within own funds of the beneficiary and the received funding.

**3.4** Depending on the type of realised projects, additional eligibility criteria may be specified in the relevant binding legislation or call for proposals documentation.

## 4. Principles for cost eligibility

### §1 Time frame of eligibility

**4.1** The term "cost eligibility period" refers to the period during which eligible expenditures may be incurred and settled within the project. Expenditures incurred and settled outside the eligibility period shall be non-eligible costs. The cost eligibility period for each project is specified in the co-financing agreement.

The incurred expenditures have to be listed in the report submitted by the beneficiary, on cash basis, i.e. only actually incurred expenditures (cash payments or money transfers from bank account of the beneficiary) may constitute eligible costs. The following are exceptions from this rule:

- expenditures settled in form of a lump-sum, i.e. expenditures settled at lump-sum rates;
- depreciation costs; and
- deductions specified in Art. 498 of the *Polish Civil Code*.

**All expenditures listed in the report have to be actually incurred and paid during the cost eligibility period and prior to the submission of the report (in which they are listed).**

In case of invoices or other accounting documents issued in foreign currency, the amount of the eligible expenditure should be converted into PLN at the foreign currency sales rate determined by the bank realising the payment on the date of the payment, i.e. the principle of reimbursement of actually incurred expenditures should be applied, at the exchange rate of the day on which the beneficiary settled the invoice/other accounting document (not of the date of listing of the invoice/another accounting document). If it is impossible to apply the sales exchange rate of the given bank, the expenditures eligible for funding incurred in foreign currency should be converted at a different rate, compliant with the binding legal regulations and with the accounting policy adopted by the beneficiary. If the payment for the invoice/other accounting document issued in foreign currency is made in instalments, then the amounts of individual instalments of the eligible cost should be converted into PLN pursuant to the principles described hereinabove.

### §2 Verification of cost eligibility

**4.2** During the evaluation of the project proposal, the initial assessment of cost eligibility consists in the analysis of compliance with existing regulations (in particular the *Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020* and the *Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the Smart Growth Operational Programme 2014-2020*) as well as with the call for proposals documents that are binding for the given edition of the call and the binding version of the *Guide* as of the date of announcing the call for proposals. Verification shall be conducted basing on information contained in the project proposal.



During the evaluation of the report, the verification of cost eligibility consists in the analysis of its compliance with existing regulations (in particular the *Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020* and the *Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the Smart Growth Operational Programme 2014-2020* binding as of the date of incurring the cost) as well as with the call for proposals documents for the given edition of the call, the provisions of the co-financing agreement and the *Guide*. Verification shall be conducted basing on the project proposal, the report and the verification (at the premises of the beneficiary) of documents confirming the incurred expenditures.

In order to verify the correctness of agreements concluded as part of the realisation of the project as a result of conducted proceedings *The Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020* and the *Guidelines of the Minister of Infrastructure and Development on the eligibility of expenditures under the Smart Growth Operational Programme 2014-2020* in the version binding as of the date of initiation of the proceedings leading to the conclusion of the give agreement shall apply. Initiation of the proceedings means the publication of an announcement about the initiation of proceedings or about the intention to grant a public procurement, as specified in sub-section 6.5 of the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*, or about the recruitment of employees pursuant to employment relationship, provided that the beneficiary proves the publication of the announcement about the initiation of proceedings.

Projects with the funding value exceeding PLN 3 million shall be subject to mandatory external audit pursuant to Art. 34 of the Act on the Principles of Financing Science. The cost of the conducted audit constitutes eligible cost if the audit started after incurring at least 50% but not later than before 80% of the planned project expenditures.

### §3 Eligible costs

**4.3.1** The expenditure may be deemed as eligible, if all of the following conditions are met:

- the expenditure was actually incurred during the period specified in the co-financing agreement, pursuant to the conditions defined in sub-section 6.1 of the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*;
- it is compliant with the binding European Union and national legislation;
- it is compliant with the *Smart Growth Operational Programme 2014-2020* and the *Detailed Description of the Priority Axes of the Smart Growth Operational Programme 2014-2020*;
- it has been incurred in compliance with the provisions of the co-financing agreement;
- it was included in the substantial scope of the project contained in the project proposal;
- it is necessary for the realisation of the project and it was incurred in connection with the realisation of the project;
- it has been incurred in a transparent, rational and efficient way, in compliance with the principle of achieving the best effects from the given expenditures;
- it has been appropriately documented;
- it has been listed in the report;

- it refers to delivered goods, provided services or performed works;
- it has been incurred in compliance with the Public Procurement Law (if applicable), or in compliance with the principle of competitiveness specified in Appendix No. 3 – *The manner of incurring expenditures in compliance with the fair competition principle*;
- it does not constitute non-eligible expenditure pursuant to European Union and national legislation;
- it is compliant with the conditions for deeming it as eligible expenditure specified in the call for proposals documentation.

**4.3.2** Eligible costs are costs calculated pursuant to currently binding accounting principles, the principles of proper finance management and the practices of the beneficiary (accounting policy). For the purposes of settlement of the project costs, each of the beneficiaries shall apply the practices (guidelines) adopted by its organisation. The possibility to settle the incurred expenditures pursuant to the accounting principles applied by the given organisation does not mean that the beneficiaries may create new principles especially for the purposes of the project.

**4.3.3** The beneficiary of the project is obliged to incur expenditures in compliance with Art. 44, item 3 and Art. 162 item 3 of the Public Finance Act.

#### §4 Documenting the incurred expenditures<sup>1</sup>

**4.4.1** The costs should be documented in a manner that enables the evaluation of the realisation of the project from the financial and content-based points of view.

**4.4.2** Beneficiaries and partners realising the project are obliged to keep separate bookkeeping records for the project in a manner that enables the identification of individual accounting and banking operations.

**4.4.3** Beneficiaries who are not obliged to maintain any bookkeeping records pursuant to the existing regulations (the Act on Accounting, taxation laws) are obliged to maintain a register of documents related to operations connected with the realisation of the project (respectively: accounting books and tax books).

**4.4.4** The evidence of incurring expenditure is an issued invoice or another accounting document of equivalent probative value along with the confirmation of payment. Each original accounting document (invoice, receipt, etc.) has to be annotated specifying the following information:

- name (title) of the project as specified in the co-financing agreement;
- date of conclusion and number of the co-financing agreement;
- amount of the eligible cost;
- description of the connection between the cost and the co-financing agreement – the description of the invoice should provide information about the category of expenditures approved in the co-financing agreement to which the expenditure documented by the given invoice refers;
- information about the financing of the project from ERDF funds – i.e. *The project is co-financed from the funds of the European Regional Development Fund*;
- assignment and item number of the document;
- information about formal and substantial correctness;
- annotation about the method of payment (if it is not stated in the document);
- if the given accounting document is only partly connected with the project, the description should unanimously state the part of the expenditure, divided into eligible and non-eligible

<sup>1</sup> Does not apply to simplified methods of expenditure settlement.

costs, is connected with the project, by means of specifying certain elements or the percentage share of the expenditure in the project pursuant to the accounting document.

Invoices/other accounting documents issued in foreign currency should additionally contain the exchange rate used for the conversion of the foreign currency into PLN pursuant to the principles specified in section 4.1 of the *Guide*. If the payment for the invoice/other accounting document issued in foreign currency is made in instalments, then the annotation should also contain the exchange rates for specific instalments.

**4.4.5** Documents confirming the costs connected with depreciation incurred as part of the realised project are, in particular, accounting documents or excerpts from accounting records that reflect the amount of the incurred costs, certified for compliance with the original document by authorised persons, or, in the case of entities that are not obliged to revalue fixed assets, an appraisal study prepared by an authorised entity.

**4.4.6** If expenditures are documented by means of electronic invoice, accounting document recorded on a digital carrier should be presented, constituting the equivalent of a traditional accounting document along with the description in electronic version, in compliance with the requirements of the institution being party to the co-financing agreement.

## §5 Prohibition of double financing

**4.5.1** Total or partial double financing of a given cost is prohibited.

**4.5.2** Double financing refers, in particular, to:

- listing the same cost as a part of several different projects co-financed from national or European funds;
- financing the costs of goods and services tax from the funds of the co-financed project and then recovering this tax from state budget means pursuant to the Act of March 11, 2004 on the Goods and Services Tax and regulations implementing the Act;
- purchasing a fixed asset with use of funds from national grant or EU co-financing and then listing the costs of depreciation of such asset under the co-financed project;
- listing a cost as part of settlement of a subsidy and then listing the same cost under the co-financed project;
- settlement of an expenditure incurred by the lessor for the purchase of the subject of leasing pursuant to financial leasing and then the settlement of the instalments paid in connection with leasing of such object as part of the project;
- financing, pursuant to a civil law contract, of the tasks performed by a project staff member that fall into the scope of their normal duties resulting from the employment relationship;
- purchase of a used fixed asset that was co-financed from the national subsidies or EU co-financing<sup>2</sup> during the previous 7 years (10 years for real property);
- situations when the funds for pre-financing of the EU contribution had been obtained in form of a loan which was later written off;
- having received for the eligible costs of the given project or part of the project non-refundable financial support from several sources (national, European or others) in a total amount exceeding the maximum permitted amount of co-financing for the given project or part of the project;

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<sup>2</sup> The 7 or 10 year periods are calculated in calendar months, starting from the purchase date (e.g. 7 years from November 9, 2014 is the period from that date to November 9, 2021).

- covering the eligible costs of the project both by loan and guarantee support;
- settlement of the same expenditure as part of indirect and direct project costs.

Listing an incurred cost as part of the project shall not be deemed as double financing if it was financed from own funds of the beneficiary (revenues obtained from business activity, other sources), even if they constitute public funds pursuant to the Public Finance Act.

## 5. VAT (Goods and services tax)

**5.1** VAT constitutes eligible cost only if it was incurred by the beneficiary in connection with eligible costs and the beneficiary has no legal possibility to recover the VAT paid (VAT subject to recovery pursuant to the Act on the Goods and Services Tax shall not be deemed as eligible, even if it was not actually recovered by the beneficiary but there was a possibility to do so foreseen in legal regulations – in such case the VAT is always a non-eligible cost).

**5.2** The possibility to recover the VAT shall be considered in compliance with the provisions of the Act of the 11<sup>th</sup> of March, 2004 on the Goods and Services Tax.

**5.3** The beneficiary is obliged to submit a statement concerning the eligibility of the VAT.

**5.4** Lack of legal possibility to recover VAT occurs, if the beneficiaries are not entitled to lower the amount of tax due (connected with the taxed operations within the project) by the amount of input tax (connected with the costs of the purchased goods and services and fixed assets).

Such situations may occur in the following cases:

**5.4.1** the project does not/will not bring any revenues – the purchased goods, services or fixed assets are not used for taxed sale – or there is no direct, undisputable connection between the purchased goods, services or fixed assets and taxable operations.

**5.4.2** the beneficiary is legally exempt from VAT taxation,

**5.4.3** the beneficiary performs only such actions that are legally exempt from VAT taxation.

**5.5** If, as part of the proposed project, the beneficiary uses the purchased goods/services/fixed assets for the performance of actions that entitle them to lower the due VAT amount by the input tax amount as well as actions that do not entail such right, and if the beneficiary is able to determine the input tax amount connected with activities which do not entitle them to lower the due tax amount – the eligible cost may be only the part of the VAT that is connected to these activities, that do not entitle the beneficiary to lower the amount of tax due by the amount of input tax.

**5.6** If the beneficiary is unable to separate the total or partial amounts specified in item 5.5 and thus if it settles the VAT by lowering the amount of tax due by such part of the input tax amount that can be proportionally assigned to activities that entitle them to lower the amount of tax due (so-called sale coefficient as defined in Art. 90, item 2 of the Act of the 11<sup>th</sup> of March, 2004 on the Goods and Services Tax), then the VAT in such project constitutes non-eligible expenditure as a whole.

## 6. Own contribution

**6.1** In certain cases, the beneficiary is obliged or has the possibility to make their own contribution in the declared amount to cover part of the eligible costs in the realised project.

**6.2** Own contribution may be made in cash (cash disbursements/money transfers from the bank account during the project) or in the form specified in Appendix 1 (i.e. depreciation).

## 7. *Appendices*

*Appendix No. 1. Catalogue of eligible costs under Measure 4.3 International Research Agendas*

*Appendix No. 2. Catalogue of non-eligible costs*

*Appendix No. 3. Manner of incurring expenditures in compliance with the fair competition principle*

Eligible costs of beneficiaries under the Measure 4.3 of the SG OP include the following cost categories:

Direct costs	Remunerations <b>(W)</b>  Subcontracting <b>(E)</b>  <i>Cross-financing (C):</i> <ul style="list-style-type: none"><li>- stipends</li><li>- fellowships</li><li>- training courses</li></ul> Other direct costs <b>(Op)</b> , including: <ul style="list-style-type: none"><li>- costs of equipment and intangible assets</li><li>- costs of land and buildings</li><li>- other operational costs</li></ul>
Indirect costs <b>(O)</b>	

## W – Remuneration costs

This category includes the eligible **remuneration costs along with non-payroll labour costs**, such as social security and health insurance contributions of **individuals employed for conducting research** (research workers, technical personnel, and other auxiliary staff members) and **technology brokers**, as far as these remunerations are directly connected with the realisation of the project subject to co-financing.

### Documenting the works performed for the project:

- for **employment contracts – the payroll**  
If the given employee is not involved in the project on a full-time, the eligible part of the remuneration is determined basing on:
  - **delegating** the employee to the project on a part-time, with the specification of their scope of duties within the project (optimal solution),
  - **work time sheet** containing the description of performed tasks – for employees who work for the co-financed project on an irregular basis;
- for **contracts of mandate – the invoice**, list of duties within the project, acceptance protocol.

Expenditures connected with the hiring of a person who performs tasks within the project(s) are eligible provided that:

- the resulting workload does not prevent the person from proper and effective realisation of all tasks entrusted to them;
- the total professional involvement of such person in the realisation of all projects financed from structural funds and activities financed from other sources, including own funds of the beneficiary and other entities, does not exceed 276 hours per month;
- in the case of mandate contracts – the performance of tasks is confirmed by an acceptance protocol, confirming: the proper realisation of tasks, fulfilment of the conditions specified in points 1 and 2 and the number and specification of hours devoted to the performance of tasks under the project in the given month.

The above conditions should be met throughout the whole period of eligibility of the remuneration of the given employee in the project.

The following payroll and non-payroll elements of personnel remuneration constitute eligible costs, **proportionally to the involvement of the given employee in the project realisation**:

- base remuneration, bonuses and awards (apart from service anniversary awards), including appreciation bonuses resulting from the internal remuneration rules of the given organisation that determines uniform principles for all employees (also those not involved in the realisation of projects co-financed from the SG OP);
- allowances for the performance of tasks or duties in the project, provided that the base remuneration of the worker receiving such allowance is not financed from the funds of the project co-financed from SG OP;
- function allowance for performing managerial functions in the given organisation;
- special allowance resulting from the specificity and nature of the performed tasks;
- allowance for long-term work;
- remuneration for the period of holiday leave (proportionally to the percentage of involvement of the given employee in the realisation of the project in the month when the leave took place; if it is impossible to determine – in the month preceding the month in which the leave took place);

- remuneration for the period of inability to work pursuant to binding social security regulations (proportionally to the percentage of involvement of the given employee in the realisation of the project in the month when the inability to work occurred; if it is impossible to determine – in the month preceding the month in which the inability occurred);
- additional annual remuneration<sup>1</sup> including social security and non-insurance funds contributions is eligible proportionally to the period during which the employee performed the tasks for the purposes of the project;
- contributions for:
  - pension security, including the Employee Pension Plan,
  - disability insurance,
  - sickness insurance,
  - health insurance,
  - accident insurance,
- Labour Fund contributions;
- contribution for the Guaranteed Employment Benefit Fund;
- advance personal income tax payment.

### E – Subcontracting costs

Subcontracting costs should be understood as **subcontracting to third parties part of the substantial works under the project** that are not performed on the premises and under direct supervision of the beneficiary and the costs of resources made available by third parties, i.e. the costs of lease of the laboratory along with research equipment.

Auxiliary services necessary for the realisation of project-related tasks, such as legal or accounting services, are not deemed as subcontracting.

**All contracts for the performance of specific work should also be settled within this category.**

NOTE: In the case of contracts for the performance of specific work the performance of tasks has to be confirmed by an acceptance protocol, confirming: the proper realisation of tasks and the number and specification of hours devoted to the performance of tasks under the project in the given calendar month.

**Subcontracting costs are excluded from the basis for calculating the lump sum of indirect costs of the project.**

NOTE: The call for proposals documentation may specify a limit for the E category, defined as a specific percentage of eligible costs.

### C – Cross-financing

**The following types of costs are eligible within this category:**

- **stipends** for graduate and doctoral students involved in conducting research under the given project;
- **fellowships** of scholars or research team workers to the extent related to the research works conducted in the project, commercialisation of the research results and of works related to modern technologies or project management;
- **trainings** for scholars or research team workers to the extent related to the research works conducted in the project, commercialisation of the research results and of works related to modern technologies or project management;

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<sup>1</sup> Additional annual remuneration of project staff members is eligible only if it results from the regulations of labour law.



**NOTE:** As far as *cross-financing costs* (category C) are concerned, the total amount of eligible expenditures in the project must not exceed **30% of the total eligible costs of the project**.

*Cross-financing costs* are excluded from the basis for calculating the lump sum of indirect costs of the project.

## Op – other direct costs

### I. Costs of research and development equipment and intangible assets

The following types of costs are eligible within this category:

- expenditures for the purchase of **low-cost research equipment** (i.e. equipment of value not exceeding PLN 500 000.00 for science, technologies and life sciences or PLN 150 000.00 for human and social sciences) necessary for the realisation of the project – **up to 5% of the total eligible costs of the project**; **NOTE 1:** The application for funding should list the planned purchases of low-cost research equipment along with a substantial justification stating expressly that the unit realising the IRA does not possess any equipment that might be used as a substitute and that obtaining access to such equipment in another unit would be unreasonable from the economic point of view. Planned purchases of low-cost research equipment shall be subject to evaluation by experts.

**NOTE 2:** During the realisation of the project, not earlier than after the completion of the competition procedure and the selection of the research group leader in the unit realising the IRA, the beneficiary may submit to the Foundation for Polish Science an application for the purchase of specialist equipment, provided that:

- a) the application shall be submitted on demand of the Foundation for Polish Science, within the periods specified by the Foundation for Polish Science,
- b) the application shall be subject to evaluation by experts appointed specially for this purpose,
- c) the application shall be considered taking into account, among others, the analysis of available similar equipment in Poland, based on available lists and equipment databases,
- d) a representative of the National Centre for Research and Development shall participate in the session of the evaluating panel as an observer,
- e) consent for the purchase of specialist equipment cannot be granted to projects realised with the participation of a scientific unit that has already received significant funding for research equipment under the *Operational Programme Innovative Economy* (IE OP) or the *Operational Programme Infrastructure and Environment* (IaE OP) with respect to the scope of research conducted in the IRA project. The Foundation for Polish Science shall consult the applications for the purchase of specialist equipment from such units with the Intermediate body for Axis IV of the SG OP (NCRD), in particular in order to confirm the receipt of significant funding and to confirm the overlapping of the thematic scope of the IRA project and the purposes of the purchase of equipment under the IE OP or IaE OP.

- expenditures on **transport, installation and starting** the research equipment purchased under the project along with **specialist training in the operation thereof**, expenditures on checking and testing the research equipment purchased under the project and so-called **technical assistance** provided by the manufacturer during the initial period of operation of the research equipment purchased under the project, provided that **these expenditures do not increase the initial value of the tangible fixed asset pursuant to the Accountancy Act**;

- expenditures on the **modernisation of research equipment, devices and other elements of laboratory equipment** owned by the beneficiary or granted for use free of charge – only **upon written consent of the Foundation for Polish Science**;

- expenditures on the **purchase** of technological know-how and patents, i.e. intangible assets (IA) in form of patents, licenses, know-how, technological knowledge not protected by patent, expert opinions, analyses and research reports, etc.

- **depreciation expenses or costs of paid use of:**

- **research equipment** and other equipment used for the purposes of research;

- technological know-how and patents purchased or used pursuant to licenses **obtained from third parties on market conditions**, i.e. **intangible assets (IA)** in form of patents, licenses, know-how, technological knowledge not protected by patent, expert opinions, analyses and research reports, etc.

**within the scope and during the period necessary for the realisation of the project subject to co-financing.**

### 1/ Depreciation

Depreciation expenses due to value decrease constitute eligible costs if all of the following conditions are met:

- the equipment or IA is necessary for the proper realisation of the project and is used in direct connection with the project;
- the equipment or other devices for research purposes are listed in the register of fixed assets of entities that purchase it;
- depreciation expenses have been calculated in compliance with accountancy laws and in compliance with the accountancy policy of the entity;
- the eligible value of depreciation expenses refers only to the period of realisation of the project;
- if the equipment or IA is also used for purposes other than the project realisation, then only the part of the depreciation expense corresponding to the proportional use of the asset in the project realisation is eligible;
- the purchase of equipment or IA was not co-financed from national subsidies or EU funds;
- the purchase of equipment or IA was not settled as eligible cost of the project;
- depreciation expenses refer to equipment or IA that has been purchased in a rational and efficient way, i.e. its prices do not exceed the market prices and rates.

The residual value of the fixed tangible asset or the IA after the completion of the realisation of the project does not constitute eligible cost.

### 2/ Paid use of equipment/IA

Expenditures incurred as a result of paid use of equipment (leasing, hire) or intangible assets (license fees) constitute eligible costs to the extent and during the period necessary for the realisation of the project subject to co-financing.

As far as **leasing (operational or financial)** is concerned, the eligible cost is the amount of the **leasing instalment** issued for the beneficiary **connected with the repayment of the principal amount** (without interest and other fees) of the subject of the leasing agreement.

As far as leasing costs are concerned, the maximum amount of eligible costs must not exceed the market value of the goods subject to leasing. This means that the amount of eligible costs must not exceed:

- the amount stated on the receipt issued to the lessor by the provider of the co-financed goods – for goods purchased not earlier than within 12 months prior to submitting the project proposal by the beneficiary;
- the market value of the goods subject to leasing specified in the valuation prepared by a certified surveyor or in the valuation prepared basing on the methodology presented by the beneficiary –

for goods purchased earlier than 12 months prior to submitting the project proposal by the beneficiary. The valuation may be replaced with documentation justifying the selection of the subject of leasing in tender procedure that guarantees compliance with the fair competition principle.

### II. Costs of land and buildings

Costs of land and buildings are eligible within the scope and during the period necessary for the realisation of the project.

**The following types of costs are eligible within this category:**

- **land lease** – only lease instalments, without interest;
- **perpetual usufruct of land** – only perpetual usufruct fees, without interest;
- **depreciation of buildings** – if the buildings are also used for purposes other than the project realisation, then only the part of the depreciation expense corresponding to the proportional use of the buildings for the realisation of the co-financed project is eligible;
- expenses connected with **adapting the laboratory space** owned by the beneficiary.

As far as the **costs of land and buildings** specified hereinabove (land lease, perpetual usufruct of land, depreciation of buildings, and adaptation of space) are concerned, the total amount of eligible expenditures in the project **must not exceed 10%** of the total **eligible costs of the project**.

### III. Other operational costs

Other operational costs include, among others, the costs of materials, consumables and similar products, incurred in direct connection with the realisation of the co-financed project.

**The following types of costs are eligible within this category:**

- **materials** such as raw materials, semi-finished products, reagents;
- **laboratory equipment** (generally all purchases that do not meet the requirements to be qualified as fixed assets pursuant to the Accountancy Act);
- **cost of maintenance of technological lines**, experimental installations etc., during the period and proportionally to their use in the project;
- **lease of laboratory space** (i.e. premises suitable for conducting research, e.g. due to the required certificates or applied security systems, without laboratory equipment)<sup>2</sup>;
- **elements used for the construction and permanently installed in the prototype, pilot or demonstration installation**;
- costs of the **publication of project results** in journals listed in the JCR and costs of **presentation of project results during conferences** (without business travel expenses that should be settled as part of indirect costs);
- costs of **intellectual property management**;
- **operating costs of research equipment** owned by the unit realising the IRA or granted for use to such unit free of charge;
- costs of **international co-operation within the project and co-operation with businesses** (including the costs of realisation of part of the project under the supervision of a person delegated from the IRA unit in a strategic partner unit abroad or in a different unit co-operating within the project);

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<sup>2</sup> The costs of lease of spaces other than laboratory space shall be covered within the lump sum of overall costs.

- cost of the **functioning of the International Research Agenda**, including costs of meetings of the International Science Committee or the Science Council, expert or supervisory bodies in Poland or abroad, and the travel and accommodation expenses connected with the stay in Poland of individuals involved in the realisation of the R&D project or in the functioning of the International Research Agenda, who are not employees of the IRA unit;
- **project promotion costs** (publication, website costs, etc. - without business travel expenses that should be settled as part of indirect costs ) **up to 1% of the eligible costs of the project**;
- **cost of external audit** if the audit started after incurring at least 50% but not later than before 80% of the planned expenditures connected with the project realisation.

### O – Indirect costs

**Indirect costs include, among others, the following types of costs:**

- a) Building lease or maintenance costs, including:
  - building lease, rent or depreciation costs;
  - utility costs (electricity, gas, water charges etc.)
  - cleaning and security costs of the premises;
  - costs of adapting the premises for the purposes of realisation of the project;
  - costs of property insurance;
  - costs of waste disposal;
  - costs of periodical maintenance and inspection of equipment;
- b) Administration costs, including:
  - stamp duties and notarial fees;
  - costs of postal service, telephones, Internet, courier mail etc.;
  - costs of banking services, except for the costs of maintaining a bank account;
  - costs of accounting, legal and similar services;
  - costs of office supplies;
- c) Costs of remuneration, including non-payroll elements of remuneration, of management and administrative personnel, including:
  - Costs of remuneration, including non-payroll elements of remuneration, of project management personnel;
  - Costs of remuneration, including non-payroll elements of remuneration, of service personnel (e.g. human resources, finance, accounting, administration services);
- d) Travel expenses of persons involved in the realisation of the project.

Indirect costs incurred in connection with the realisation of the co-financed project are settled on a lump sum basis, as a percentage of the direct costs with the exclusion of subcontracting costs (category E) and *cross-financing* costs (category C), pursuant to the following formula:

$$O = (W + Op) \times \max 17\%$$

**Costs settled on a lump sum basis shall be deemed as expenditures incurred.** For the purposes of the project, the beneficiary is not obliged to collect or annotate accounting documents in order to confirm the incurred expenditures that have been settled as indirect costs.

**NOTE: Costs settled on a lump sum basis as part of indirect costs must not be listed as part of the direct costs of the project (in the W, E, C and Op categories).**

### Non-eligible costs include, among others:

- Costs incurred outside the eligibility period specified in the grant agreement;
- Costs that do not meet the eligibility criteria specified in the *Guide* and in the *Guidelines of the Minister of Infrastructure and Development on cost eligibility*;
- Undocumented or inappropriately documented costs;
- Goods and services tax (VAT) that may be recovered pursuant to the Act of March 11, 2004 on the Goods and Services Tax and regulations to the said Act;
- Commissions collected as part of foreign exchange transactions;
- Costs of bank account maintenance;
- Costs incurred in connection with the establishment of security of the proper performance of the obligations resulting from the grant agreement, with the exception of expenditures on the establishment of security if the beneficiary realising the proposed project receives funding in form of an advance payment, which have been foreseen in the aid programme or in the terms and conditions of the call for proposals;
- Costs incurred in connection with the purchase of consulting services, including tax consulting, legal consulting, advertising or promotion, which constitute a part of permanent or temporary operations of the entrepreneur or are connected with ongoing operational expenses of the beneficiary;
- Expenditures incurred pursuant to the *cross-financing* principle that exceed the limit specified for the given project;
- Interest charged on debt;
- Costs of loans or credits incurred for the pre-financing of the grant;
- Fines and penalties;
- Settlement of the purchase of items owned by the beneficiary or rights to which the beneficiary is entitled by means of a debit note;
- Expenditures connected with the functioning of a disputes committee, expenditures related to court proceedings (including expenditures on the preparation and legal servicing of court proceedings) and the costs of realisation of potential decisions issued by court or by a disputes committee;
- Expenditures on the purchase of a second-hand fixed tangible asset that had been financed from EU funds or national subsidies for the preceding 7 years (10 years in case of real property)<sup>1</sup>;
- Expenditures incurred on the purchase of developed or undeveloped real property, perpetual usufruct right or the acquisition of other legal titles to real property (e.g. limited property rights: lease, rent, granting use) exceeding 10% of the total eligible costs of the project;

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<sup>1</sup> The 7 or 10 year periods are calculated in calendar months, starting from the purchase date (e.g. 7 years from the November 9, 2014 is the period from that date to the November 9, 2021).

## Appendix No. 2. Catalogue of non-eligible costs

- Expenditures connected with filling out the project application for all projects and the application for the confirmation of financial contribution – for large projects;
- Success fee for the co-author of the application who prepares, for example, the feasibility study, calculated as a percentage of the obtained/applied for amount of co-financing, paid by the beneficiary;
- Cost of external audits of expenditures on science if the audit started before realisation of 50% or after realisation of 80% of the planned project expenditures;
- Expenditures connected with leasing agreements other than the principal amount of the leasing instalment – tax, profit margin of the financing entity, interest on cost refinancing, insurance fees, overall costs, costs of assembly and adaptation of tangible fixed assets for use and costs of the parts replacement connected with the leased equipment;
- Transactions of a value exceeding EUR 15 000 settled in cash (regardless of the number of payments resulting from the given transaction), in connection with the obligation specified in Art. 22 of the Act of July 2, 2004 on freedom of economic activity (Journal of Laws of 2013, item 672 incl. further amendments);
- The following payroll and non-payroll elements of remuneration:
  - anniversary bonus;
  - equivalent for unused holiday leave;
  - group life insurance contribution (treated as taxable income of the employee);
  - additional health subsidy;
  - cash equivalent (e.g.: lowered payment for electric energy);
  - electric energy subsidy (treated as taxable income of the employee);
  - use of company car – commuting to/from work to /from home;
  - deductions for Company Social Benefit Fund;
  - benefits realised from the Company Social Benefit Fund;
  - allowances financed from the state budget (e.g. nursing benefit, family benefit) or from the funds of the Social Insurance Company (e.g. maternity, rehabilitation, paternity, attendance, compensation benefit);
  - benefit for the period of inability to work, pursuant to the binding social security regulations;
  - remuneration for overtime work;
  - costs of periodical and initial medical examinations;
  - glasses subsidy;
  - benefits for foreign languages, for non-smoking, and other benefits of this type introduced by the employer, compensation under non-competition clause, other compensations that the employer is obliged to pay;
  - food vouchers for employees;
  - contributions for the State Fund for Rehabilitation of Disabled Persons (PFRON);
  - redundancy pay for employees of the project;
  - retirement/pension severance pay;
  - holiday leave subsidies;

## Appendix No. 2. Catalogue of non-eligible costs

Costs incurred in a manner non-compliant with the Act – Public Procurement Law or with the principle of competitiveness (specified in Appendix No. 3 – *Manner of incurring expenditures in compliance with the fair competition principle*) may be deemed ineligible in part or in whole.

## **Rules for the implementation of public procurement**

**Public contract** is a written contract for pecuniary interest concluded between an awarding entity and a contractor, having as their object services, supplies or works foreseen in the project, provided that the above refers both to agreements awarding contract pursuant to the Act – Public Procurement Law (PPL) and agreements that pertain to contracts awarded pursuant to the principle of competitiveness.

### **General principles**

Public contracts are awarded under the project pursuant to:

- a) The Act – PPL – for beneficiaries, who, pursuant to Art. 3 of the PPL are obliged to apply it;  
or
- b) The principle of competitiveness, applicable to:
  - i. beneficiaries, who, pursuant to Art. 3 of the PPL are not obliged to comply with its provisions, for public contracts of a net value exceeding PLN 50 thousand (i.e. exclusive of the Goods and Services Tax (VAT)),
  - ii. beneficiaries specified in item a):
    - for public contracts of a value not exceeding the amount specified in Art. 4, item 8 of the PPL and, at the same time, exceeding the net value of PLN 50 thousand (i.e. exclusive of the Goods and Services Tax (VAT)), or
    - for sector contracts of a value not exceeding the amount specified in the regulations issued pursuant to Art. 11, item 8 of the PPL and, at the same time, exceeding the net value of PLN 50 thousand (i.e. exclusive of the Goods and Services Tax (VAT)).

If the application of the provisions of the PPL is excluded pursuant to binding legal regulations other than the PPL itself, the beneficiary specified in Art. 3 of the Act – PPL shall conduct the public contract procedure pursuant to the said regulations.

Should the beneficiary violate the terms and conditions or procedures of applying for the award of public contract, the Foundation for Polish Science shall deem the expenditures incurred with such contract, in whole or in part, as ineligible, pursuant to the regulation of the competent Minister of regional development issued pursuant to Art. 24, item 13 of the Act of July 11, 2014 on the principles of implementation of the cohesion policy programmes, financed under the 2014-2020 financial perspective (Journal of Laws, item 1146 incl. further amendments).

### **Preparation of documentation related to public contract**

The beneficiary is obliged to prepare and conduct the procedure for the award of public contract under the project in a manner that ensures, in particular, fair competition and equal treatment of all contractors.

During the procedure for the award of a public contract the internal procedures of the beneficiary on awarding public contracts, e.g. in form of internal instructions or by-laws, shall be applied. These procedures take into account all stages of the procedure along with the specification of individual actions and positions responsible for their realisation.



### **Detailed schedule of works**

With respect to the most risky procedures<sup>1</sup> it is recommended to develop a detailed schedule of works with the aim to enable a proper and efficient realisation of the public contract. The schedule of works should be developed on the initial stage of project realisation, before the procedure is conducted, and it should contain the dates of realisation for each stage, i.e.:

- a) the preparation of documentation related to public contract, including the description of the object of contract,
- b) initiating the procedure for the award of public contract,
- c) conducting the procedure for the award of public contract,
- d) conclusion of the agreement,
- e) realisation of the public contract,
- f) acceptance of public contract documented by acceptance protocol,
- g) verification of invoices issued by the contractor.

At a minimum, the scope of the schedule of works should contain information about the procedure of awarding public contract, the commencement and end dates of each stage and the specification of individuals responsible for the performance of each task. In order to provide audit trail, the schedule of works should be archived together with project documentation.

### **De-centralised contract**

In order to obtain the most competitive offers and considering the ban on dividing public contracts in order to avoid the application of statutory provisions, in the event of beneficiaries being central units realising the project with help of local/field units it is recommended to conduct the public contract procedure on central level, unless certain prerequisites exist that justify a different mode of conduct. The decision to award a decentralised contract may be taken provided that the analysis of both purchase methods demonstrates the financial benefits and higher competitiveness of the second solution. The existence of the said prerequisites should be documented in form of an estimate and comparison of costs and benefits connected with the selection of both purchase methods: central and decentralised.

### **Estimating the value of the contract**

The estimated value of the public contract should be based on the current market prices of the contracted goods. For this purpose, whenever it is possible, market analysis should be conducted among at least three potential contractors of the given public contract<sup>2</sup>. If there are less than three potential contractors on the market, a justification stating the objective grounds confirming this fact should be presented. The estimation of the value of public contract may also be conducted basing on similar public contracts awarded during the period specified in Art. 35, item 1 of the Act – PPL, provided that the contractors were selected in a competitive procedure. Documentation concerning the manner of estimating the value of public contract should be archived together with the documentation of the said public contract.

The value of the public contract should be estimated with all due diligence, taking into account any possible supplementary contracts and it shall be documented. It is forbidden to divide the public contract so as to lower its estimated value, however, for the purposes of establishing the value of a public contract it should be considered that all of the following conditions have to be met:

- a) services, supplies and works are identical with respect to function or kind,
- b) public contract may be awarded at the same time,

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<sup>1</sup> Risk assessment should take into account e.g. the following factors: contract value, time limits resulting from project schedule, availability of potential contractors, feasibility of the contract, level of complexity of the object of the contract, logistic issues etc.

<sup>2</sup> Does not apply to contracts for recurring services or supplies, specified in Art. 34 item 1 of the Act - PPL.

- c) the public contract may be realised by a single contractor.

If the public contract is granted in parts (due to certain economic, organisational or purpose-related reasons), the value of the public contract shall be calculated as the total value of individual parts<sup>3</sup>.

The estimated value of public contract should be valid at the moment of publication of the contract notice, pursuant to Art. 35 of the Act - PPL. If the circumstances having influence on the calculation of the contract have changed after that calculation was made, the awarding entity shall make a change in the calculation prior to the start of the award procedure. The manner of estimating the value of public contract should be documented.

### **Description of the object of contract and dates**

The description of the object of a public contract shall be prepared with use of the terms and codes specified in the Common Procurement Vocabulary<sup>4</sup> specified in the Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002 on the Common Procurement Vocabulary (CPV) (Official Journal of the EU EC L 340 of the 16.12.2002, page 1 incl. further amendments; Official Journal of the EU, Polish special edition, chapter 6, vol. 5, page 3).

The dates referring to all stages of the public contract awarding procedure shall be determined pursuant to national legal regulations and to the *Guidelines on cost eligibility under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*, and in a manner that ensures the compliance with such dates (this refers both to the shortening and prolongation of periods). The schedules should be determined taking into account the complexity of the public contract awarding procedure, the nature and object of the contract as well as the available personnel of the awarding entity<sup>5</sup>, its duties, skills and experience.

### **Conditions of the participation in the procedure and bid evaluation criteria**

All contractors shall have the same access to information related to the given contract and none of the contractors shall be privileged in comparison to the others, and the procedure shall be carried out in a transparent way.

The terms and conditions for the participation in the public contract awarding procedure shall be determined in a manner proportional to the object of the public contract, however they must not limit the competition by establishing requirements that exceed the needs required for the achievement of the project objectives and that lead to the discrimination of contractors.

The evaluation criteria of bids placed under the public contract awarding procedure shall contain the requirements connected with the object thereof, provided that:

- a) these criteria must not limit the competition by establishing requirements that exceed the needs required for the achievement of the project objectives and that lead to the discrimination of contractors,
- b) generally, apart from requirements related to the price, these criteria should also specify other requirements related to the object of the contract, such as the quality, functionality, technical parameters, environmental, social and innovative aspects, servicing, date of realisation and maintenance costs.

<sup>3</sup> For beneficiaries obliged to apply the provisions of the Act – PPL – does not apply to contracts specified in Art. 6a of the Act -PPL.

<sup>4</sup> The Common Procurement Vocabulary is available, among, others, at the address:  
[http://www.uzp.gov.pl/cmsws/page/?D;923;wspolny\\_slownik\\_zamowien.html](http://www.uzp.gov.pl/cmsws/page/?D;923;wspolny_slownik_zamowien.html).

<sup>5</sup> The "Awarding entity" should be understood as the beneficiary (applicant) or an authorised entity that conducts the public contract awarding procedure on behalf of the beneficiary.

Bid evaluation criteria may refer to the characteristics of the contractor only for services of a non-priority nature, specified in the regulations issued pursuant to Art. 2a and 2b of the Act - PPL<sup>6</sup>.

### **Special conditions for the realisation of public contracts awarded pursuant to the Act – PPL**

#### **Selection of the manner of awarding the public contract**

Procedures for the award of public contract are subject to the basic modes of awarding public contract, i.e. open or restricted tendering<sup>7</sup>. If the public contract is awarded in a manner other than basic, it is required to provide a written documentation stating that the statutory conditions for the application of such manner have been fulfilled. Failure to prove the fulfilment of the conditions justifying the application of a given mode may result in deeming the expenditures under the given public contract as ineligible. In order to provide an appropriate audit trail the documents justifying the selected mode shall be archived together with the documentation concerning the relevant public contract.

#### **Shortening periods**

The time limits for individual stages of the procedure may be shortened (accelerated procedure) for public contracts of a value equivalent to or exceeding the amounts specified in the regulations issued pursuant to Art. 11, item 8 of the Act – PPL, only in circumstances envisaged by EU and national laws, including the case of urgent need to award a public contract. Such urgent need must not result from causes on the part of the awarding entity that such party might have foreseen acting with all due diligence<sup>8</sup>. In the event of occurrence of such urgent necessity to award public contract, the fact should be documented. The documentation should be attached to the protocol of the procedure for award of public contract.

#### **Information about the intention to award public contract**

Prior to the formal initiation of a negotiated procedure without publication pursuant to Art. 62, item 1 point 3 of the Act – PPL, single-source procurement pursuant to Art. 67, item 1, point 1, letters a or b<sup>9</sup> and item 1 point 1a and request for quotation, in order to guarantee an appropriate level of publication of the information to all potential contractors the information about the intention to award public contract, hereinafter referred to as the "information about public contract" should be published. The information about public contract shall be published on the website of the awarding entity, if the party has such website, and in its seat, provided that the range of publication should be relevant to the importance of such public contract for potential contractors, including contractors from other Member States. The information about public contract shall contain in particular the description of the object of contract, the evaluation criteria of initial bids, conditions for the participation in the procedure and the description of the manner of evaluation of the fulfilment

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<sup>6</sup> Non-priority services are specified in the Regulation of the Prime Minister of January 28 2010 on *the list of priority and non-priority services* (Journal of Laws of 2010, No. 12, item 68) and the Regulation of the Prime Minister of December 3 2012 *on the list of priority and non-priority services in the field of defence and security* (Journal of Laws of 2012 item 1361).

<sup>7</sup> For sector contracts the additional acceptable mode are negotiations with publication (pursuant to Art. 134 item 1 of the Act - PPL).

<sup>8</sup> For example, the need for timely realisation of specific tasks in the project resulting from the fact that the awarding entity failed to provide sufficient time for conducting the tender procedure or that it did not initiate such procedure in advance does not constitute "urgent necessity". Neither is "urgent necessity" justified by delays in previous public contract awarding procedures. Thus, it is only possible to confirm the existence of "urgent necessity" if the awarding entity is able to demonstrate that acting with all due diligence, it was unable to foresee the occurrence of certain circumstances.

<sup>9</sup> Does not apply to public contracts specified in Art. 67 item 3 point 1 of the Act - PPL.

thereof as well as the time limit for placing the preliminary bids, which should not be shorter than 7 calendar days from the date of publication of the announcement.

The negotiated procedure without publication pursuant to Art. 62, item 1 item 3 of the Act – PPL and the request for quotation procedure shall apply to selected preliminary bids, and, in the event if preliminary bids are non-existent or have been refused, with respect to selected contractors on the market. Should the awarding entity intend to apply the single-source procedure pursuant to Art. 67, item 1 point 1 letter a or b or item 1 point 1a of the Act – PPL, in the event if more than one offer is submitted that is not subject to rejection, there are no grounds for the application of such procedure.

### **Announcement about the intention to conclude an agreement**

In situations when the application of a non-competitive procedure without publication pursuant to the PPL was preceded by a procedure of the award of public contract conducted in the basic mode or if an urgent necessity occurred not due to reasons on the part of the awarding entity that could not have been predicted, as well as in the case of supplementary contracts, an announcement on the intention to conclude an agreement shall be published, as specified in Art. 62, item 2a and Art. 66, item 2 of the Act - PPL.

## **Special conditions for the realisation of public contracts awarded in compliance with the principle of competitiveness**

### **Exclusion of the principle of competitiveness**

The principle of competitiveness shall not apply to:

- a) Public contracts concerning the services and supplies specified in Art. 4 of the Act – PPL, with the exclusion of supplies and services specified in Art. 4 item 8 of the Act – PPL, however to the supplies and services specified in Art. 4 item 3 letter i and with respect to public contract whose object is the acquisition of other titles to real property, in particular lease or rent, provided that there are no personal or equity associations,
- b) Expenditures settled with use of the simplified method.

As far as beneficiaries specified in the *General principles*, letter b (ii) are concerned, it is possible not to apply the principle of competitiveness for the awarding of public contracts to which the provisions of the Act – PPL on the negotiation procedure without publication and single-source procedure apply, provided that the requirements contained in the Special conditions for the realisation of public contracts awarded in compliance with the Act –PPL are met.

As far as beneficiaries specified in the *General principles*, letter b (ii) are concerned, the principle of competitiveness is deemed as complied with if the procedure for the award of public contract is conducted pursuant to the terms and conditions and in the manner specified in the Act – PPL, provided that the requirements contained in the Special conditions for the realisation of public contracts awarded in compliance with the Act –PPL are met.

As far as beneficiaries specified in the *General principles*, letter b (ii) are concerned, the value of the public contract is calculated with respect to the given project, considering the conditions and procedures specified in the section Preparation of documentation of public contract.

### **Conditions of the compliance with the principle of competitiveness**

In order to comply with the principle of competitiveness it is required to:

- a) Publish the request for quotation in compliance with the terms and conditions described below, provided that the request for quotation should contain, at least:

- i. a description of the object of public contract, which should not refer to a specific product or source or trademarks, patents, types or specific origin, unless such reference is justified by the object of the public order and the scope of equivalence has been determined (due to the necessity to protect trade secrets it is permissible to limit the scope of the description of the object of public contract, however it is required to send the excluded part of the description of the public contract object to a potential contractor who obliged itself to maintain the confidentiality of the received information),
  - ii. conditions for the participation in the procedure and the manner of evaluation of the fulfilment thereof, although formulating such conditions is not mandatory,
  - iii. bid evaluation criteria,
  - iv. information about the weighted score or percentage assigned to individual bid evaluation criteria,
  - v. manner of awarding score to the fulfilment of specific bid evaluation criteria,
  - vi. time limit for the placement of bids, provided that such limit must not be shorter than 7 calendar days from the day of publication of the request for quotation for supplies and services and 14 calendar days from the date of publication of the request for quotation for construction works. The period of 7 or 14 calendar days shall commence on the day after the date of publication of the request for quotation and it shall expire on the subsequent day,
  - vii. information about the scope of exclusion (with respect to affiliated entities),
  - viii. specification of the terms and conditions for introducing changes to the agreement concluded as a result of the conducted procedure, provided that the possibility to introduce such changes has been foreseen.
- b) Select the most beneficial among the placed bids that meet the conditions for the participation in the public contract awarding procedure<sup>10</sup> in compliance with the evaluation criteria specified in the request for quotation; the selection of the bid shall be documented by a protocol of the public contract awarding procedure.

#### **Publication of the request for quotation**

Publication of the request for quotation shall be deemed as initiating of the public contract awarding procedure under the project.

Publication of the request for quotation consists in:

- a) The publication:
  - i. on the website specified in the communication of the competent Minister for regional development, published on the website of the competent Minister for regional development<sup>11</sup> and, until such website is launched<sup>12</sup> - by sending the request for quotation to at least three potential contractors, provided that there are three such contractors for the given public contract on the market and by publishing the said request for quotation at least on the website of the beneficiary; or

<sup>10</sup> If the awarding entity accepts the submission of partial bids, the procedure may lead to the selection of several contractors.

<sup>11</sup> The said website will enable beneficiaries to publish announcements. Applicants who start the realisation of the project at its own risk before signing the co-financing agreement, should publish the request for quotations by means of sending it to at least three potential contractors, provided that there are three potential contractors of the given public contract available on the market and publish the said request at least on the website of the beneficiary, if it owns such website.

<sup>12</sup> The Managing Authority of the Operational Programme guarantees that the beneficiaries will be notified about the said communication in written form or via the IT system, which is understood as the central IT system (SL2014) or local IT system (LIS) not later than 10 days before the launch of such website.

- ii. on a website other than that specified in letter a (i), designed for the publication of requests for quotation, although this refers only to the beneficiaries described in the section General Principles, letter b (ii);

and

- b) As far as public contracts of a value not exceeding the amount specified in the regulations issued pursuant to Art. 11, item 8 of the Act – PPL<sup>13</sup> - in the additional publication in the Official Journal of the EU within the scope and period specified in the Act – PPL for public contracts of such value.

### **Capital or personal ties**

In order to avoid conflict of interest, public contracts, with the exception of sector contract, awarded by the beneficiary who is not an entity obliged to comply with the Act – PPL pursuant to Art. 3 of the said Act must not be awarded to entities tied to such beneficiary by capital or personally. Capital or personal ties are understood as mutual ties between the beneficiary or persons authorised to incur obligations on behalf of such beneficiary or persons who perform actions connected with the preparation and conducting the contractor selection procedure on behalf of the beneficiary and the contractor, consisting, in particular, in:

- a) participation in a company as a partner in partnerships or private partnerships,
- b) holding at least 10% of the company's stock or shares,
- c) holding the position of member of supervisory or management bodies, proxy, authorised representative,
- d) being a spouse, spouses, direct relatives or relatives by affinity, collateral relatives or relatives by affinity up to the second degree or relatives by adoption, custody or guardianship.

If the Foundation for Polish Science discovers that a public contract has been awarded to an entity related in a manner other than those specified in letters a – d, it shall be obliged to demonstrate the existence of actual infringement of the principle of competitiveness by the existing ties.

### **Protocol of the public contract awarding procedure**

For documentation purposes, the agreement concluded with the contractor and the protocol of the public contract awarding procedure requires written form.

The protocol of the public contract awarding procedure shall contain at least:

- a) information about the manner of publication of the request for quotation,
- b) list of quotations submitted in response to the request specifying the dates of receipt of the quotations by the awarding entity,
- c) information confirming that the contractor meet the condition forbidding the awarding of contract to affiliated entities,
- d) information confirming that the contractors meet the conditions for the participation in the procedure, if such conditions were established,
- e) information about the score or percentage weight assigned to specific evaluation criteria and the manner of assigning scores to specific contractors for the fulfilment of the given criterion,
- f) specification of the selected bid along with justification,
- g) date of preparation of the protocol and signature of the awarding entity,
- h) the following appendices:
  - i. confirmation that the publication of the request for quotation was published on the website,

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<sup>13</sup> Regulation of the Prime Minister of December 23 2013 *on the value of contracts and design contests imposing an obligation to submit the notices to the EU Publications Office* (Journal of Laws of 2013 item 1735).

- ii. submitted quotations,
- iii. statement(s) confirming the lack of ties between the beneficiary and the contractors who submitted the quotations signed by the beneficiary or persons authorised to incur obligations on behalf of such beneficiary or persons who perform actions connected with the preparation and conducting the contractor selection procedure on behalf of the beneficiary and the contractor as well as the realisation or modification of the agreement concluded with the contractor.

#### **Information about the result of the procedure**

Information about the result of the procedure shall be published on a publicly available website, however, if the request for quotations has been published on the website specified in the communication of the competent Minister for regional development, published on the website of the competent Minister for regional development, the information about the result of the procedure shall be published at least on such website, and until such website is launched – the information should be sent to each of the contractors who submitted quotations and published on the website of the beneficiary, provided that such website exists. The information about the result of the procedure should contain, at least, the name of the selected contractor. The beneficiary is obliged to make available the protocol of the public contract awarding procedure on request of a contractor who has submitted a quotation, although this does not apply to the submitted quotations.

#### **Conclusion of the agreement**

After the completion of the procedure regulated by the present document, agreement shall be concluded with the contractor<sup>14</sup> selected in compliance with the principle of competitiveness. If the contractor withdraws from signing the agreement with the awarding entity, it is possible to conclude an agreement with another contractor who received the second-highest score in the public contract awarding procedure.

If, in spite of proper publication of the request for quotations:

- a) only one, non-refusable quotation is submitted – the principle of competitiveness shall be deemed as fulfilled,
- b) no quotations are submitted – it is permissible to conclude the agreement with a contractor selected without following the procedure specified herein, however the agreement may be concluded only upon the consent of the National Centre for Research and Development and if the affiliated entity meets the conditions for the participation in the procedure.

#### **Supplementary and additional contracts**

It is possible to award to the contractor supplementary public contracts, of a value not exceeding 50% of the value of the public contract specified in the agreement concluded with the contractor, provided that such public contracts are compliant with the object of the original public contract and if the possibility to award such public contract has been foreseen in the request for quotation and in the agreement with the contractor. In such event the application of the principle of competitiveness is not required.

It is possible to award to the current contractor of services or construction works additional public contracts not included in the original public contract and of a value not exceeding 50% of the value of the currently realised public contract, required for the proper realisation thereof, if the realisation of such contracts becomes necessary due to circumstances that could not have been foreseen, if:

- a) due to technical or economic reasons the separation of the additional contract from the original contract would result in incurring unreasonably high costs; or

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<sup>14</sup> If the awarding entity accepts the submission of partial bids, the procedure may lead to the conclusion of agreements with several contractors.

b) the realisation of the original contract depends on the realisation of the additional contract. In such event the application of the principle of competitiveness is not required.

#### **Realisation of the contract**

It is not possible to introduce significant changes in the concluded agreement with respect to the content of the bid that constitutes the basis for the selection of contractor, unless the possibility to introduce such changes has been foreseen in the request for quotations and the conditions for the introduction of such change have been determined.

The manner of realisation of public contract shall be monitored and the acceptance shall be confirmed by a protocol. For this purpose, it is recommended to apply internal procedures specifying the manner of realisation and acceptance of the public contract, including the scope of responsibility and the tasks and time limits on part of the beneficiary as well as template documents (in particular the template of the acceptance protocol of the public contract object, which enables, among others, to verify whether all elements of the public contract have been realised in compliance with the agreement).

Improper realisation of a public contract, e.g. due to delays on part of the contractor, incorrect realisation of public contract, incomplete realisation of such contract (including e.g. failure to comply with the terms of guarantee) shall result in penalties that are specified in the agreement concluded with the contractor. Withdrawal from the imposition of such penalties requires written documentation stating the grounds.

If the contractor fails to fulfil the conditions of the public contract agreement and contractual penalties are not imposed, then the competent institution being party to the agreement may deem part of the expenditures connected with such public contract as ineligible.

#### **Additional provisions – market analysis**

As far as expenditures of the net value from PLN 20 thousand to PLN 50 thousand, i.e. exclusive of the goods and services tax (VAT) and for public contracts to which the selection procedures described hereinabove do not apply, the beneficiary is obliged to conduct and document market research, at least by means of publishing the request for quotations along with the information about the result of the procedure by publication of the following elements on the website:

- ✓ specified in the communication of the competent Minister for issues related to regional development;
- ✓ until such website is launched, it is sufficient to publish the request for quotations on the website of the beneficiary, if such website exists, and to send the request for quotations to at least three potential contractors provided that three such contractors exist on the market;

or

- ✓ on the website of the Intermediary Authority of the SG OP (National Centre for Research and Development) or the Implementing Authority of the SG OP or on another website specified by the Managing Authority, Intermediary Authority or Implementing Authority of the SG OP.

**Pursuant to the principles listed hereinabove, the National Centre for Research and Development hereby specifies the website of the beneficiary as the correct place of publication of the request for quotations.**

The announcement of the public contract should contain at least the description of the object of the contract, bid evaluation criteria and the time limit for submitting bids. The selection shall be documented at least by a bid selection protocol, which shall contain, at least: the specification of the number of submitted bids along with the names of the bidders and scores assigned to individual bids as well as the specification of the best bid with justification.



**Appendix No. 2 to the application for funding of the realisation of the project selected in non-competitive procedure 4. Priority Axis:  
INCREASING THE RESEARCH POTENTIAL Measure 4.3 – International Research Agendas**

## **Formal criteria for the Measure 4.3 International Research Agendas**

*The fulfilment of all listed formal criteria is required to qualify the application for further stages of evaluation.*

### **Formal criteria – application:**

- The application is submitted to the relevant institution;
- The application is submitted in the electronic system specified in the call for proposals;
- The application is submitted within the term specified in the call for proposals;
- The submitted application is complete;

### **Formal criteria – applicant:**

- The applicant meets the formal requirements specified in the call for proposals;
- The applicant is not excluded from applying for funding pursuant to Art. 207 of the Act of August 27, 2009 *on Public Finance*;

### **Formal criteria – project:**

- The project will be realised in the territory of the Republic of Poland;
- The duration of the project does not exceed the time limits of the SG OP;
- The requested funding amount is compliant with the principles specified in the call for proposals;
- The project is compliant with the horizontal policies listed in Art. 7 and 8 of the Regulation No. 1303/2013 of the European Parliament and the Council (EU);
- The subject of the project does not refer to types of activity excluded from the possibility to receive funding under the given Measure of the SG OP;
- The project will be realised in co-operation with a foreign partner unit.

## Content-based criteria for the Measure 4.3 International Research Agendas

### I. SCIENTIFIC AND ECONOMIC EVALUATION:

#### Content-based access criteria (Evaluation: YES/NO)

- The project is realised in a field of research listed in the current version of the National Smart Specialisations list.

*The fulfilment of this criterion is required to qualify the application for further stages of evaluation.*

#### Scored content-based criteria:

- The project meets the objectives of the programme with respect to the proposed legal form and management objectives of the unit realising the IRA (score: 0 to 5);
- The project meets the objectives of the programme with respect to the required international partnership and role of partners (score: 0 to 5);
- The project meets the objectives of the programme with respect to the importance of IRA for the socio-economic development of Poland and contributes to the increase of the commercialisation of research results (score: 0 to 5);
- The applicant guarantees that project aims will be achieved (score: 0 to 5);

*Each of the criteria is evaluated by all experts involved in this stage of evaluation.*

*The experts shall comply with the scoring scale below. Scores awarded by experts on this stage of evaluation reflect the degree of fulfilment of the given criterion as follows:*

*5 – highest*

*4 – very good*

*3 – good*

*2 – average*

*1 – low*

*0 – insufficient*

*The criterion shall be deemed as fulfilled if the application receives at least 2 points from each of the experts. The fulfilment of content-based criteria does not imply that the application will be qualified for further stage of evaluation.*

*Additionally, as a result of discussion and comparison of all applications evaluated by the given panel, members of the Scientific and Economic Panel award recommendations marked with symbols A, B and C, which mean:*

- A – positive recommendation – the application meets the objectives and goals of the programme at least to a very good extent; the application should be qualified for the subsequent stage of the competition;*
- B – conditional recommendation – the application meets the objectives and goals of the programme, but the panel has identified slight deficiencies;*
- C – lack of recommendation – the application does not meet the objectives and goals of the programme, and the panel has identified significant deficiencies.*

*The works of the panel result in the creation of applications ranking prepared basing on the arithmetic average of scores awarded by each of the experts for each criterion and on the recommendations issued by the panel. For an application to be qualified for the subsequent stage of evaluation, it has to meet all the criteria and, at the same time, receive recommendation A or B from the Scientific and Economic Panel. As a result of the works of the SEP, at least 50% best applications will be qualified for further proceedings.*

## **II. REVIEWERS' SCORE**

### **Scored content-based criteria:**

- Evaluation of the competitiveness of the proposed research agenda on international level (score: 0 to 10);
- Evaluation of the competences of the applicant (score: 0 to 10);
- Evaluation of the competences and involvement of the partner unit (score: 0 to 10);

*Each of the criteria is evaluated independently by at least 2 experts. Each of them awards scores for each criterion. The scores reflect the degree of fulfilment of the given criterion as follows:*

- (10-9) – highest*
- (8-7) – very good*
- (6-5) – good*
- (4-3) – average*
- (2-1) – low*
- 0 – insufficient*

*The arithmetic average of scores awarded by experts constitutes the final score for each of the criteria.*

*The criterion shall be deemed as fulfilled if the application receives a final score of at least 3 points. The fulfilment of content-based criteria does not imply that the application will be qualified for further stage of evaluation.*

Moreover, each of the experts issues recommendations on a scale from 1 to 5 points, as follows:

- outstanding application that should certainly receive funding – 5,
- very good application that should receive funding – 4,
- good application that may receive funding if there are sufficient funds – 3,
- average application that should rather not receive funding – 2,
- poor application that should not receive funding – 1,

For an application to be qualified for the subsequent stage of evaluation, it has to meet all the criteria and, at the same time, receive an average recommendation of at least 3 points.

### III. CONTENT-BASED EVALUATION BY THE INTERDISCIPLINARY PANEL OF EXPERTS:

#### Content-based criteria:

- It is possible to realise the project at the unit specified in the application (*scale: 0 to 3 points*);
- The planned product and result indicator values guarantee that project aims will be achieved (*scale: 0 to 3 points*);
- The project will gain wider influence on the understanding of the role of science in the economic and social development of Poland (*scale: 0 to 3 points*);
- The realisation of the project will have a positive influence on creating high standards of science management and the commercialisation of research results in Poland (*scale: 0 to 3 points*);
- An appropriate strategy for the recruitment of competent specialists, team leaders and young scientists to work for the IRA was ensured (*scale: 0 to 3 points*);
- The project will guarantee the durability of the proposed unit realising the IRA also after the project durability period (*scale: 0 to 3 points*);

Each of the criteria is evaluated by all experts involved in this stage of evaluation.

The experts shall comply with the scoring scale below. Scores awarded by experts on this stage of evaluation reflect the degree of fulfilment of the given criterion as follows:

3 – highest

2 – average

1 – low

0 – insufficient

*The works of the panel result in the creation of a ranking of applications prepared basing on the arithmetic average of scores awarded by each of the experts for each criterion.*

*The experts may recommend the introduction of changes to the application.*

**Additional criterion – preference for projects that have a positive influence on sustainable development, in particular on environmental protection (scale 0 to 1 points)**

- The project has a positive influence on sustainable development, in particular on environmental protection. (scale: 0 to 1 points)

This criterion shall be applied to applications that have the same position in the ranking if it is necessary to decide whether an application will be qualified for funding or not.

## Description of project selection criteria under Priority Axis 4: INCREASING THE RESEARCH POTENTIAL

### Measure 4.3: International Research Agendas

FORMAL EVALUATION CRITERIA			
All formal evaluation criteria are access criteria – failure to meet any of them shall result in the rejection of the application.			
Item	Name of the criterion	Description of the criterion	Evaluation
<b>Formal criteria – application:</b>			
1.	The application is submitted to the relevant institution.	The application has been submitted to the institution specified in the call for proposals.	YES/NO
2.	The application is submitted in the electronic system specified in the call for proposals.	The application has been submitted on the appropriate form and in the appropriate format.	YES/NO
3.	The application is submitted within the term specified in the call for proposals.	The application was submitted not later than on the day of expiry of the submission period – as specified in the call for proposals.	YES/NO
4.	The submitted application is complete.	The application meets the following requirements: <ul style="list-style-type: none"> <li>• it contains all the required appendices,</li> <li>• all fields required for the evaluation have been filled out,</li> <li>• it has been signed by the applicant – applicable to the required document in hardcopy format.</li> </ul>	YES/NO
<b>Formal criteria – applicant:</b>			
1.	The applicant meets the formal requirements specified in the call for proposals.	Applicants are defined in the call for proposals. The application is submitted by an individual scientist or a group of scientists. The eligibility of the unit realising the IRA will be verified on the stage of preparation of the grant agreement.	YES/NO
2.	The applicant is not excluded from applying for funding	The applicant is not subject to the prerequisites specified in Art. 207 of the Act of August 27, 2009 on Public Finance (Journal of Laws of 2013, item 885, incl. further amendments),	YES/NO

	pursuant to Art. 207 of the Act of August 27, 2009 <i>on Public Finance</i> .	prerequisites specified in Art. 12, item 1 point 1 of the Act of June 15, 2012 on the Effects of Hiring Foreigners Unlawfully Present in Polish Territory (Journal of Laws of 2012, item 769) that result in the exclusion of the contractor from the possibility to receive funding for the realisation of programmes co-financed from European funds nor the prerequisites specified in the Act of October 28, 2002 on the Liability of Collective Entities for Acts Prohibited under Penalty (Journal of Laws of 2012, item 768 incl. further amendments). This criterion shall be verified pursuant to the statement of the Applicant attached to the application.	
<b>Formal criteria – project:</b>			
1.	The project will be realised in the territory of the Republic of Poland.	The place of project realisation specified in the application is located in the territory of the Republic of Poland. If the realisation of services, in particular research works, is entrusted to a foreign contractor by the Applicant, the criterion shall be deemed as fulfilled. It shall be also deemed as fulfilled if activities that are commonly performed on the international arena, including, but not limited to trainings, conferences or activities related to the co-operation with the foreign research partner are realised outside the territory of Poland.	YES/NO
2.	The duration of the project does not exceed the time limits of the SG OP.	The schedule of the project realisation (i.e. the realisation of research and development works) does not exceed the expiry date of the cost eligibility period (i.e. December 31, 2023).	YES/NO
3.	The requested funding amount is compliant with the principles specified in the call for proposals.	The Applicant has calculated the requested amount of funding correctly and in compliance with the principles specified in the call for proposals with respect to specific eligible costs and the maximum value of funding for specific elements of the budget. Potential changes may be introduced in the phase of negotiating the grant agreement with the beneficiary.	YES/NO
4.	The project is compliant with the horizontal policies listed in Art. 7 and 8 of the Regulation No. 1303/2013 of the European Parliament and the Council (EU).	The Applicant declares that the project is compliant with the horizontal policies listed in Art. 7 and 8 of the Regulation No. 1303/2013 of the European Parliament and the Council (EU).	YES/NO
5.	The subject of the project does not refer to types of	The subject of verification is whether the object of realisation of the project may be supported under the SG OP instrument in question, i.e. whether it does not constitute activity excluded	YES/NO

	<p>activity excluded from the possibility to receive funding under the given Measure of the SG OP.</p>	<p>from the possibility to receive aid under the regulation on public aid for R&amp;D (in particular the activities listed in Art. 1 of the Regulation of the Commission (EU) of June 17, 2014, declaring certain categories of aid compatible with the internal market in the application of Art. 107 and 108 of the Treaty) and pursuant to Art. 3 item 1 of the European Parliament and the Council (EU) No. 1301/2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006). Pursuant to the said regulation, the following activities shall not be supported:</p> <ol style="list-style-type: none"> <li>1) Investment to achieve the reduction of greenhouse gas emissions from activities listed in Annex I to Directive 2003/87/EC;</li> <li>2) undertakings in difficulty, as defined under Union State aid rules;</li> <li>3) investment in airport infrastructure unless related to environmental protection or accompanied by investment necessary to mitigate or reduce its negative environmental impact;</li> <li>4) activities directly connected with the amount of exported goods, the creation and maintenance of distribution networks or with other current expenses connected with conducting export activity.</li> </ol>	
<p><b>6.</b></p>	<p>The project will be realised in co-operation with a foreign partner unit.</p>	<p>The Applicant has specified the data of the foreign partner unit that will participate in the realisation of the project and attached the letter of intent of the partner unit that refers to its contribution to the project realisation.</p>	<p>YES/NO</p>



<b>CONTENT-BASED CRITERIA</b>			
<b>I. CONTENT-BASED EVALUATION – SCIENTIFIC AND ECONOMIC PANEL – EXPERTS (ENTREPRENEURS/SCIENTISTS)</b>			
<b>ACCESS CRITERIA</b>			
<b>Item</b>	<b>Name of the criterion</b>	<b>Description of the criterion</b>	<b>Evaluation</b>
1.	The project is realised in a field of research listed in the current version of the National Smart Specialisations list.	The research topic proposed in the application matches the selected National Smart Specialisations included in the current list of National Smart Specialisations approved by the Steering Committee for National Smart Specialisations and published on the website of the Ministry of Economy.	YES/NO
<b>SCORED CRITERIA</b>			
<b>Item</b>	<b>Name of the criterion</b>	<b>Description of the criterion</b>	<b>Evaluation</b>
1.	The project meets the objectives of the programme with respect to the proposed legal form and management objectives of the unit realising the IRA.	<p>The aim of the project is to realise the IRA at specialised, autonomous units that must meet the requirements concerning the management and the legal and organisational structure specified in the call for proposals.</p> <p>The vision of the unit in the aspect of work organisation and management culture as well as the possibility to realise the IRA at the specified location, scope and in compliance with the expected result is subject to evaluation.</p> <p>Pursuant to the attached statement of the applicant concerning the selected legal form for the unit realising the IRA and legal expert opinions provided by the FPS, panel members determine, whether the proposed legal form will enable the project realisation in compliance with the requirements of the call for proposals.</p>	0-5

2.	The project meets the objectives of the programme with respect to the required international partnership and role of partners.	The project is realised in co-operation with at least one institutional partner from a recognised foreign centre. The subject of evaluation is the described manner of involvement of the international institution or organisation in the partnership with the unit realising the IRA, with respect to the possibility to ensure the achievement of the programme objectives (the realisation of an international research agenda in Poland), the mutual contributions of the partners in the development of the unit in Poland and the realisation of breakthrough research. The partner should ensure substantial contribution in the management of the unit, in the creation of the IRA and in the recruitment of the most suitable and experienced candidates for work at the IRA as well as participate in the evaluation of the conducted research and of the achievement of the project objectives.	0-5
3.	The project meets the objectives of the programme with respect to the importance of IRA for the socio-economic development of Poland and contributes to the increase of the commercialisation of research results.	The objective of the programme is to ensure that the Polish unit has equal chances as other units operating in similar fields abroad and provide it with an opportunity to gain competitive advantage. Basing on the description of the economic or socio-economic significance and the potential applications of the project results, the influence of the project on the improvement in the commercialisation of research results is evaluated. The Attachment: Description of the economic or socio-economic significance and the potential applications of the results obtained in the course of realisation of the project contains, among others, an outline of the planned co-operation between the unit realising the IRA and entrepreneurs.	0-5
4.	The applicant guarantees that project aims will be achieved.	The application is submitted by a prominent scientist or group of scientists responsible for the creation of IRA, for initiating international partnership and proposing a legal and organisational structure who will be the final beneficiary realising the project. The main subject of evaluation will be the competences and experience of the applicant, in particular based on the originality of scientific achievements and successful implementations as well as the experience in international institutional co-operation, research management and co-operation between sectors.	0-5
<b>II. CONTENT-BASED EVALUATION - REVIEWERS</b>			

<b>SCORED CRITERIA:</b>			
<b>Item</b>	<b>Name of the criterion</b>	<b>Description of the criterion</b>	<b>Score</b>
1.	Evaluation of the competitiveness of the proposed agenda on international level	The subject of evaluation is the proposed IRA that covers a comprehensive approach to the solution of a problem characterised by high social or economic importance or is fundamental from the scientific point of view. The IRA must be competitive on a global scale, it has to be an innovative proposal that enables the unit to be ranked among leading global scientific institutions in the given field of science and ensure the recognisability of Polish science throughout the world.	0-10
2.	Evaluation of the applicant's competences	Experts evaluate the scientific achievements of the applicant in a global context. Experts answer, among others, the following questions: How did the applicants contribute to the development of global science? Which general questions did they manage to answer? Do the studies published by them refer to hypotheses formulated by them or by other scientists? Do their works propose new hypotheses that are important for the given field of science or, potentially, for other fields? Are the research outcomes of the applicant duly protected by patents?	0-10
3.	Evaluation of the competences and involvement of the partner unit	The experts evaluate the scientific adequacy of the foreign partner unit in the thematic area that will be covered by the IRA and the degree of its involvement in the IRA realisation both on organisational and substantial levels.	0-10

### III. CONTENT-BASED EVALUATION – INTERDISCIPLINARY PANEL OF EXPERTS – POLISH AND FOREIGN ENTREPRENEURS/SCIENTISTS

#### SCORED CRITERIA:

Item	Name of the criterion	Description of the criterion	Score
<b>1.</b>	Possibility to realise the project at the unit specified in the application	This criterion may be evaluated by the panel both during the interview with the applicant and during the on-site visit. Subjects of evaluation are: the legal and organisational environment, access to laboratory space, form of co-operation (or employment) of the project manager at the unit, working conditions, access to human resources and equipment, proper infrastructure as well as the local environment and co-operation that accompanies the implementation of the project in Poland.	0-3
<b>2.</b>	The planned product and result indicator values guarantee that project aims will be achieved.	When presenting the indicators, the applicant has to specify the data and assumptions constituting the basis for the creation of such indicators. The indicators must reflect the specificity of the project and its outcomes. The proposed indicator values must be realistic and adequate to project assumptions. Moreover, their durability should be ensured. If, in the opinion of the panel of experts, the indicators proposed by the applicant have been overstated or understated, panel members may modify them.	0-3
<b>3.</b>	The project will gain wider influence on the understanding of the role of science in the economic and social development of Poland.	All final beneficiaries of the Measure who implement the IRA must foresee in their projects the manner of popularisation of their achievements and knowledge in the society, in particular among young generations of scientists and the public opinion, by pointing to the essential role of science in the social and economic development.	0-3
<b>4.</b>	The realisation of the project will have a positive influence on creating high standards of science management and the commercialisation of research results in Poland.	The realisation of the project should ensure the leading role of the unit in creating high standards of science management and the commercialisation of research results in Poland. Commercialisation of research results is understood as the whole process, starting from obtaining a potentially applicable research outcome through obtaining appropriate legal protection and the whole process of intellectual property management to obtaining licenses or other forms of commercialisation.	0-3

5.	An appropriate strategy for the recruitment of competent specialists, team leaders and young scientists to work for the IRA was ensured.	Experts evaluate the objectives for the creation of a strong scientific unit based on international competitions, recruitment carried out by an international science committee, the application of appropriate procedures, methods and information strategy. It is important to outline the strategy of reaching the right candidates and entering into partnerships that ensure the participation of doctoral students, young doctors, etc. in the project.	0-3
6.	The project guarantees the durability of the proposed unit realising the IRA also after the project durability period.	The subject of the evaluation is the correctness of the objectives related to the institutional durability of the unit realising the IRA and its strategy of obtaining sufficient funds for further development, after the expiry of the funding period under SG OP and of the project durability period. The applicants include essential data related to these issues in the application.	0-3
<b>Preference criterion for projects that have a positive influence on sustainable development, in particular on environmental protection (scale 0 to 1 points)</b>			
7.	The project has a positive influence on sustainable development, in particular on environmental protection.	The subject of evaluation is the declaration of the applicant included in the application form, concerning the positive influence of the manner of project realisation on environmental protection, and, pursuant to the Research Agenda attached to the form describing the planned R&D works in the environmental aspect, of the influence of project results on the creation of solutions (products, technologies, services, etc.) that have a positive influence on the environment and on the popularisation of research outcomes, e.g. patents or publications or information in the media with respect to eco-innovations.	0-1

**Appendix 3 to Competition Documentation  
in International Research Agendas Programme  
implemented by the Foundation for Polish Science (Competition No. 1)  
dated [ ]**

**Specimen of agreement on award of grant**

Agreement on award of grant for implementation of project in the International Research Agendas Programme of the Foundation for Polish Science, financed by the European Regional Development Fund under the Smart Growth Operational Programme (SG OP, Axis IV: Increasing research potential, Measure 4.3:

International Research Agendas

concluded on [ ]

(the “**Agreement**”),

between:

**The Foundation for Polish Science**, with its registered office at ul. Krasickiego 20/22, 02-611 Warsaw, entered in the Register of Associations, Other Social and Professional Organisations, and Independent Public Healthcare Facilities of the National Court Register, by the Warsaw District Court, 13<sup>th</sup> Commercial Division of the National Court Register, under number KRS 0000109744, represented by:

1. [ ]

2. [ ]

(the “**Foundation**”)

and

[ ] (research unit), with its registered office at [ ], [ ], entered in [ ] under number [ ], tax no. NIP [ ], represented by:

[ ] - [ ]

(the “**Unit**”)

(jointly the “**Parties**”; each a “**Party**”).

**§ 1**

**[Declarations by the Parties]**

1. The Foundation declares:

- 1) Pursuant to an agreement concluded between the National Centre for Research and Development (the “**Intermediate Body**”) and the Foundation on [ ], it is implementing the programme entitled “International Research Agendas” (the “**Programme**”), in which it will provide financial support to grant recipients for implementation of their projects derived from the European Regional Development Fund pursuant to the Smart Growth Operational Programme (SG OP), Axis IV: Increasing research potential, Measure 4.3: International Research Agendas.
- 2) On [ ] it announced Competition No. 1 in the Programme (the “**Competition**”), publishing the full Competition documentation (including appendices), specifying *inter alia* the purpose of the Programme, the conditions for participation in the Competition, the method for selection of projects, and the conditions, including conditions concerning the method of funding, which grant recipients must meet during the period of implementation of the selected projects (the “**Competition Documentation**”).

2. The Unit declares:
  - 1) It filed application for funding no. ... entitled ... in three parts for the specific stages of the Competition (the three parts of the application for funding together with appendices are referred to together as the “**Application**”).
  - 2) At the time of conclusion of the Agreement it fulfils all of the conditions specified in the Competition Documentation as necessary for a grant recipient to fulfil in order to receive funding, and in particular those specified in point V of the Competition Documentation (General Conditions), including *inter alia*:
    - a) The director of the Unit on the date of conclusion of the Agreement is the principal applicant, [ ] (the “**Director of the Unit**”), who is employed by the Unit on a [ ]-time basis and also serves as the leader of a research group.
    - b) The second applicant, [ ], serves as the leader of a research group and is employed by the Unit on a [ ]-time basis.<sup>1</sup>
3. The Foundation further declares that as a result of conducting the Competition procedure, in accordance with Board resolution no. ... dated [ ], the Unit was awarded a grant for implementation of a project in the Programme in accordance with the Application filed.
4. The Foundation declares that it is the controller of personal data provided in the Agreement and that such data will be processed in compliance with the Personal Data Protection Act of 29 August 1997 (consolidated text Journal of Laws Dz. U. 2014 No. 1182, as amended) for the statutory purposes of the Foundation, including implementation of programmes and archiving of the data gathered therein. The Foundation states that providing personal data is voluntary but necessary for conclusion of the Agreement.

## § 2 [Subject of Agreement]

1. Under the terms specified in the Agreement, the Foundation awards the Unit funds in a total amount not exceeding PLN [ ] ([ ] zloty) as a grant for implementation within the Programme of the project entitled “[ ]” and defined in the Application (the “**Project**”), and the Unit undertakes to implement the Project.
2. The Agreement specifies the rules for award of the grant referred to in par. 1, as well as the rights and obligations of the Parties connected with implementation of the Project.
3. The Unit will implement the Project through implementation of research projects and tasks in research groups and, if necessary, through implementation of research tasks by individual researchers—all of the foregoing in accordance with the Application.
4. The Unit undertakes to implement the Project with due diligence and care for achieving the desired goals of the Programme described in the Competition Documentation.
5. The Unit is required to achieve the assumed goals and indicators specified in the Application.
6. The Unit undertakes to implement the Project in compliance with the Agreement, the current Application and Competition Documentation and appendices thereto and updates thereto if any, as well as in compliance with applicable regulations of national and European Union law, including more specifically principles of Community policy, including *inter alia* regulations governing competitiveness, public procurement, sustainable growth and equal opportunity. The Unit undertakes to incur all eligible costs in compliance with the principles of fair competition, efficiency, openness and transparency, and to take all efforts to avoid conflicts of interest, understood to mean a lack of impartiality and objectivity.

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<sup>1</sup> If applicable

7. Subject to the other provisions of the Agreement, the Project and the Application shall not be modified throughout the Project implementation period. Modification of the Project or the Application is permissible in instances specified in the Agreement and the Competition Documentation and in compliance with the rules set forth therein.
8. The Parties agree that in the event of doubt as to the governing version of the Application, the version in the possession of the Foundation shall control.
9. The Foundation does not assert any rights to the results of the research arising out of the work performed in the Project because of providing the grant.

### § 3

#### **[Other conditions for Project implementation]**

1. The Foundation shall not be liable for injury occurring in connection with performance of the Agreement or implementation of the Project.
2. The fact that the Project has qualified for funding does not mean that all costs incurring during implementation of the Project will be regarded as eligible costs.
3. During the cost eligibility period referred to in §5(1), through the end of the Project durability period, the Unit may not transfer to any other entity the rights, obligations or claims arising out of the Agreement without the written consent of the Foundation.
4. During Project implementation and the Project durability period, the Unit undertakes:
  - 1) not to implement directly the results obtained in consequence of implementation of the Project;
  - 2) to disseminate the results of the research and development work conducted to all entities interested in commercial exploitation of the results under equal market rules or, if commercial exploitation is not feasible, free of charge, while maintaining equal access to the research results, subject to provisions of copyright law and industrial property law.
5. The Unit undertakes to maintain separate accounting books for the Project, in a transparent and accurate manner, so that specific accounting operations related to the Project can be identified.
6. The Unit undertakes more specifically to maintain fair competition and equal treatment of tenderers in proceedings for award of contracts under the Project, in compliance with the Public Procurement Law (if it is required to be applied) or the principle of competitiveness specified in the “National Guidelines for Eligibility of Costs under the European Regional Development Fund, the European Social Fund and the Cohesion Fund During Programme Period 2014–2020,” the “Guidelines for Eligibility of Costs in the Smart Growth Operational Programme 2014–2020,” and in the Competition Documentation, particularly in the “Guide to Cost Eligibility under Measure 4.3 of the Smart Growth Operational Programme.”
7. Any internal rules or procedures prepared by the Unit, and in particular procurement rules and other rules giving rise to financial obligations of the Unit, work rules, pay rules, organisational rules (in particular organisational structure), bylaws for functioning of authorities or any advisory bodies, shall be made available to the Foundation at its request for the entire term of the Agreement. The Foundation is authorised at any time to demand that the Unit make changes in rules or procedures concerning the financial obligations of the Unit, and the Unit undertakes to introduce any requested changes promptly but no later than the date indicated for this purpose by the Foundation. If during the term of the Agreement the Foundation publishes a specimen of procurement rules or other rules or procedures, the Unit undertakes to adopt such rules or procedures in compliance with the specimen or to adapt the rules or procedures in force at the Unit to comply with the specimen, promptly but no later than the date indicated for this purpose by the Foundation in the publication. The foregoing shall apply as well to any



contracts, agreements or arrangements which result in or could result in a financial obligation of the Unit or the possibility of assertion by the other party to a given agreement of monetary claims against the Unit.

8. During the course of Project implementation, the Unit undertakes more specifically to perform the following actions:
- 1) With respect to reporting:
    - a) Informing the Foundation on a current basis of progress in performance of the Agreement, particularly with respect to achievement of the assumed values of indicators and expenditure of funds, in order to enable monitoring by the Foundation of the Unit's performance of the Agreement, in which respect:
      - i. The Unit shall file a merits report with the Foundation promptly following each successive 12 months of performance of the Agreement, but no later than 25 days after completion of the period; the beginning of this period will be commencement of implementation of the Project, and the first and third merits reports will also undergo midterm evaluation in accordance with point 2(d) below.
      - ii. The Unit shall file financial reports with the Foundation at least once every 6 months beginning from commencement of implementation of the Project, promptly after completion of the period but no later than 25 days after completion of the period, provided however that if before the end of the foregoing period the Unit spends 70% of the advance received it may file a financial report earlier, and the period for filing the next report will run from filing of the previous financial report.
      - iii. The merits reports and financial reports shall cover the entire Project and shall be signed by the Director of the Unit.
    - b) Merits reports and financial reports shall be filed in paper and electronic versions in accordance with the form provided by the Foundation.
    - c) Providing the Foundation financial and statistical information concerning activities in the Project performed by the Unit at the request of the Foundation.
    - d) Promptly informing the Foundation of problems in implementation of the Project, including concerning the intention to cease implementation of the Project.
  - 2) With respect to evaluation—both during the Project implementation period and the Project durability period—of cooperation with the Foundation, the Intermediate Body or entities appointed by them, in particular to:
    - a) Provide any and all information and documentation concerning implementation of the Project which may be needed for the purpose of evaluation.
    - b) Submit information on the economic effect and other benefits created as a result of implementation of the Project.
    - c) Participate in surveys and interviews and provide information necessary for evaluation.
    - d) Submit to an interim evaluation by the Foundation at least twice during the Project implementation period, where:
      - i. The first interim evaluation is conducted after the first year following commencement of Project implementation and concerns primarily the manner of implementation of the organisational structure proposed in the Application, introduction of best practice e.g. in recruitment of research staff, and cooperation with the foreign partner institution.
      - ii. The second interim evaluation is conducted after the third year following commencement of Project implementation and concerns primarily recruitment of further leaders of research groups and members of the

- teams, establishment of cooperation with businesses, and the initial research results.
- 3) With respect to control:
    - a) Enabling conduct and submission to inspection or audit of the Unit or the Project, including all research groups, upon any request of the Foundation or entities authorised by it, in each instance at a time convenient for the Foundation or the entities appointed by it.
    - b) Enabling conduct and submission to inspection or audit, in particular with respect to the implemented Project, by other authorised entities and institutions.
    - c) Making available at its registered office (in one space) to the Foundation or an institution authorised by it, arranged and properly described documentation confirming the costs settled in the financial reports, for the purpose of verification thereof.
    - d) Durability of the effects of the Project in accordance with Art. 71 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 ((OJ EU L 347 of 20 December 2013, p. 320) ("**Regulation 1303/2013**").
    - e) Commissioning of an audit in instances set forth in Art. 34(1)(2) of the Act on Rules for Financing of Science of 30 April 2010 (Journal of Laws Dz. U. 2014 item 1620, as amended).
  - 4) With respect to information and promotion: performance of the obligation to conduct informational and promotional activities concerning aid provided from structural funds in the implemented Project, in accordance with the Agreement and the "Information and Promotion Guide for Applicants and Beneficiaries of Cohesion Policy Programmes 2014–2020."
  - 5) With respect to archiving of documentation: storing in a manner ensuring proper security of information all data connected with implementation of the Project, including more specifically documentation connected with financial and technical management and procedures for concluding agreements with contractors pursuant to §10 of the Agreement.
  9. If the Project fulfils the conditions specified in Art. 61(6) of Regulation 1303/2013, the Unit will disclose, during the Project durability period, all net revenue within the meaning of Art. 61(1) of the regulation that is generated in connection with implementation of the Project, in accordance with the rules set forth Art. 61 of Regulation 1303/2013 and the relevant Guidelines of the minister for regional development with respect to issues connected with preparation of investment projects, including projects generating income and hybrid projects for 2014–2020. Given the inability to objectively determine the net revenue in advance under one of the methods indicated in Art. 61 (3) or (5) of Regulation 1303/2013, if the Project generates net revenue within 3 years after completion of the Project or by the deadline for submission of documents concerning closing of the programme specified in regulations concerning specific funds, whichever is earlier, it is subject to proportional repayment by the Unit and deducted from costs declared to the European Commission under the rules specified by the Intermediate Body.
  10. The Unit undertakes that:
    - 1) It will appoint an International Research Committee ("**IRC**") as a body of the Unit in compliance with the conditions set forth in the Competition

- Documentation and will maintain the IRC as a body of the Unit through completion of the Project durability period.
- 2) During the Project implementation period, the Unit will more specifically:
    - a) notify the Foundation of sessions of the IRC reasonably in advance and ensure the possibility of participation in sessions of the IRC by a representative of the Foundation;
    - b) promptly notify the Foundation of changes in the composition of the IRC after the end of the term or during the term if such situation occurs.
  11. The Unit undertakes more specifically that:
    - 1) The Director of the Unit will serve as the director of the Unit at least until the end of the first term set for that function in accordance with the Competition Documentation.
    - 2) The Director of the Unit for the entire Project implementation period will be only a person who also serves as the leader of a research group.
  12. The Unit undertakes that:
    - 1) The number of research groups and other persons pursuing R&D tasks in the Project will correspond to the adopted research agenda submitted in the Application, with any subsequent amendments introduced by the IRC or at the request of the Director of the Unit as a result of the second interim evaluation conducted by the Foundation.
    - 2) It will actively cooperate with the partner, a leading foreign research centre, referred to in the Application, in order to jointly introduce at the Unit best practices concerning organisation of work and conduct of research (particularly if the Unit is a newly established entity) and for the purpose of participation by representatives of the partner unit or persons recommended by the IRC; the international agreement constitutes Appendix 3 to the Agreement.
    - 3) It will independently ensure access to research infrastructure, and more specifically premises and the necessary equipment, under the rules set forth in the Competition Documentation.
  13. The Unit undertakes to maintain more specifically rules for recruitment, work and funding and other rules concerning employees of the Unit specified in the Competition Documentation.
  14. The Unit is not authorised to grant state aid in the Project.
  15. The Unit undertakes to apply for all approvals of ethics commissions or other commissions and other permits required by law necessary to conduct the research which they involve prior to commencement of implementation of such research and to deliver copies of such approvals or permits to the Foundation promptly after receipt from the competent bodies, but no later than 5 days after receipt. The Unit undertakes to ensure that no research which requires approvals or permits under applicable regulations is conducted before obtaining all necessary approvals and permits.

#### § 4

##### [Value of Project and value of funding]

1. Under the conditions set forth in the Agreement, the Foundation awards the Unit funding in an amount not exceeding PLN [ ] ([ ] zloty), which constitutes 100% of the total costs eligible for support in the Project.
2. The Unit's own contribution to the costs referred to in par. 1 is PLN [ ] ([ ] zloty), which constitutes 0% of the total costs eligible for support in the Project.
3. Costs exceeding the total amount of eligible costs specified in par. 1, including costs resulting from an increase in the total cost of implementation of the Project after conclusion of the Agreement, shall be incurred by the Unit and are not eligible costs.
4. The Unit is required to ensure its own financing of ineligible costs necessary for implementation of the Project.

5. In the event of a change in the amount of costs eligible for support resulting from a change in the scope of the Project, the amount of funding awarded may change upon consent of the Foundation, but any increase in the amount of funding may not result from adding new categories of costs not reflected in the Competition Documentation.
6. Funding shall be transferred to the Unit's bank account, no. [ ] for advances or no. [ ] for reimbursement.
7. The division of funds for implementation of the Project is specified by the Project budget constituting Appendix 1 to the Agreement.
8. The funding will be transferred in tranches in accordance with the tranche payment schedule constituting Appendix [ ] to the Agreement or in accordance with approval of successive financial reports, subject to availability of funds in the Foundation's bank account. The first advance may be paid after commencement of implementation of the Project.

## § 5 [Eligibility of costs]

1. The period for eligibility of costs for the Project shall begin on [ ] and end on [ ].
2. A condition for recognition of costs as eligible is that they are actually incurred by the Unit during the period referred to in par. 1, in connection with performance of the Agreement and in compliance with its provisions, they are duly documented, their settlement is confirmed by the Foundation, and they are consistent with the Competition Documentation.
3. Commencement of Project implementation shall be deemed to be the date of commencement of the cost eligibility period referred to in this section. Completion of Project implementation shall be deemed to be the date of approval of the Unit's final merits report and financial report by the Foundation (whichever occurs later, understood \_\_\_\_\_).
4. The Project durability period referred to in §8(1) shall be calculated from completion of Project implementation.
5. Costs incurred by the Unit before commencement of the cost eligibility period referred to in par. 1 or after completion of the period shall be deemed ineligible.
6. Costs incurred for VAT may be recognised as eligible if it is not subject to refund or deduction for the Unit, which the Unit shall confirm by submitting a declaration constituting an appendix to the Agreement. If during the course of Project implementation or after completion thereof the Unit is able to deduct or obtain refund of VAT on goods or services purchased as part of Project implementation, then it is required to notify the Foundation accordingly. The Unit is required to refund VAT which it previously determined to be not subject to deduction and which was funded for it for the period from the date in which it obtained the possibility of deducting the tax. Refund of VAT shall occur in accordance with Art. 207 of the Public Finances Act of 27 August 2009 (Journal of Laws Dz. U. 2013 item 885, as amended) (the "**Public Finances Act**").
7. In the event of termination of the Agreement, and subject to other provisions of the Agreement, the Foundation may deem all costs incurred by the Unit as part of the Project as ineligible.
8. The catalogue of eligible costs and the rules for documentation of eligible costs are set forth in the "Guide to Cost Eligibility for Measure 4.3 of the Smart Growth Operational Programme," constituting an appendix to the Competition Documentation. The Unit undertakes to apply the rules specified in the Competition Documentation and the Guide.

## § 6 [Conditions and form for providing funding]

1. Funding shall be transferred to the Unit in the form of:

- 1) advances against eligible costs,
  - 2) if necessary, reimbursement of incurred eligible costs, which will be paid out in the amount specified in the schedule for payment of tranches constituting Appendix [ ] to the Agreement, on the basis of the financial reports submitted by the Unit and approved by the Foundation, subject to availability of funds in the Foundation's bank account.
2. Payments made from a separate bank account for handling payment of advances may be made only as payment for costs eligible for support as part of the Project, in an amount corresponding to the funding for those costs. If payment is made from the separate bank account for handling payment of advances for costs unrelated to Project implementation, or for ineligible costs, they will be treated as costs referred to in Art. 207(1)(1) of the Public Finances Act.
  3. The largest tranche of an advance in the Project may not exceed 20% of the funding referred to in §4(1) of the Agreement.
  4. Settlement of an advance shall consist of presentation in the financial report of eligible costs settling the tranche of the advance or refund of the unused funds of the advance.
  5. A condition for receipt of the next tranche of an advance is settlement by the Unit of at least 70% of all advances transferred to date and demonstration that the costs incurred are eligible for support.
  6. If a tranche of an advance is not settled within 365 days after transfer to the Unit's bank account, interest as for tax arrears will be charged on the funds remaining for settlement that were transferred in that tranche, calculated from the date of transfer of the funds through the date of refund of the unsettled tranche of the advance or through the date of submission of the financial report settling the given tranche of the advance.
  7. Art. 189 of the Public Finances Act shall apply to recovery of the interest referred to in par. 6.
  8. Together with the interest referred to in par. 6, within the time provided in the decision issued pursuant to Art. 189 of the Public Finances Act the Unit is required, without summons, to refund the unsettled portion of the advance together with interest accrued in the bank account on the funding provided in the form of an advance.
  9. The Unit is required to refund the bank interest in the Unit's bank account on funding provided in the form of an advance by 10 January of the year following payment of the advance, by a separate transfer to the bank account indicated by the Foundation.
  10. The amount of funding in the form of an advance payment from funds of the European Regional Development Fund not spent by the end of the budgetary year shall remain at the disposal of the Unit in the next budgetary year in its bank account.

## **§ 7**

### **[Conditions for payment of funding]**

1. The following shall be a condition for payment of funding:
  - 1) Submission by the Unit of a properly filled out and complete financial report; lack of costs shall not release the Unit from the obligation to submit a timely financial report with the completed portion describing the course of Project implementation.
  - 2) Positive verification and approval of the financial report, including approval by the Foundation of costs eligible for support incurred by the Unit—subject to §6(5) of the Agreement.
2. The Unit is required to enclose the following with the financial report:
  - 1) A list of eligible costs incurred.

- 2) At the request of the Foundation, copies of documents confirming incurrence of the costs.
3. If the financial report has missing items or errors, at the summons of the Foundation the Unit is required to submit the missing or corrected documents within 7 days after delivery of the summons.
4. The Unit's failure to cure the missing items or errors in the report within the time specified in par. 3 may result in:
  - 1) rejection of the financial report, or
  - 2) recognition of the financial report solely in the amount of the properly eligible costs.
5. In the financial report or list of documents confirming incurrence of costs, the Foundation may correct obvious typographical or arithmetical errors, promptly notifying the Unit accordingly. The Foundation may hire an external entity to conduct an evaluation of Project implementation or a submitted financial report or merits report.
6. After verification of the financial report, the Foundation shall provide the Unit information about the result of the verification.
7. The Unit shall not be entitled to damages as a result of delay in making payment, particularly as a result of:
  - 1) lack or insufficiency of funds in the financial plan or in the bank account of the Foundation, particularly resulting from delay in payment of funds by the Remitter (Bank Gospodarstwa Krajowego) or the Intermediate Body;
  - 2) non-performance or improper performance of the Agreement by the Unit;
  - 3) delay in payment of funding resulting from factors beyond the Foundation's control.
9. The amount of the grant indicated in §4(1) shall be reduced by the amount subject to repayment because of irregularities.

## § 8

### **[Project durability and monitoring of Project implementation]**

1. The Unit undertakes to ensure the durability of the effects of the Projects for at least the period of 5 years following the date of completion of Project implementation determined in accordance with §5(3) of the Agreement, but no shorter than 5 years following settlement by the Intermediate Body of the Foundation's application for payment (understood to mean the date of transfer to the Foundation's bank account, if funds are transferred to the Foundation in settlement of the application for final payment, or in other instances the date of approval of the application for final payment), about which the Foundation will promptly inform the Unit (the Project durability period).
2. The Foundation will monitor Project implementation, and in particular achievement of the Project indicators at the times and in the amounts specified in the Application.
3. The Unit is required to present the indicators concerning employment and participants in the Project with a breakdown by gender.
4. The Unit shall promptly inform the Foundation of any threats or irregularities in Project implementation.

## § 9

### **[Promotion and information]**

1. The Unit is required to inform the public of the fact of receipt of funding for implementation of the Project from SG OP funds, both during the course of Project implementation and after its completion, during the Project durability period.
2. Within the scope referred to in par. 1, the Unit is required to comply with point 2.2, "Responsibilities of the beneficiaries," of Annex XII to Regulation 1303/2013, as well as Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the

European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data.

3. It is recommended that with respect to information and promotion of the Project, the Unit follow the procedure set forth in the “Information and Promotion Guide for Applicants and Beneficiaries of Cohesion Policy Programmes 2014–2020” published at [www.poir.gov.pl](http://www.poir.gov.pl).
4. The Unit is required to include in all scientific publications or other materials (e.g. conference presentations) a verbal reference to the Foundation for Polish Science, and if possible also the Foundation’s logo. For this purpose the Unit must use only the official name of the Foundation and logo available at the Foundation’s website.
5. The Unit hereby grants the Foundation permission to publish pictures of the Director of the Unit and leaders of research groups as well as information about their research activity for informational and promotional purposes, and declares that it has the right to grant such permission, and also undertakes to ensure that it maintains that right also after completion of the Project.
6. The Unit shall ensure that if requested by the Foundation, the Director of the Unit and leaders of research groups, during or after completion of performance of the Agreement, publicly present the results of the Project in a form and at a place and time indicated by the Foundation.
7. The Foundation reserves the right to publish information about the results obtained in the Project and evaluation of the results.

## § 10

### [Control, audit and storage of documents]

1. The Unit undertakes to submit to inspection or audit with respect to performance of the Agreement, conducted by authorised institutions, and to provide at any demand of such institution any and all documentation connected with the Project and the Agreement. If necessary for verification of eligibility of costs incurred in the Project, the unit is also required to provide documents not directly connected with implementation of the Project.
2. Failure to provide access to all required documents or refusal to provide information will be treated as hindering conduct of the inspection.
3. The Unit is required to ensure the presence of persons competent to provide clarifications concerning procedures, costs and other issues connected with implementation of the Project, and to provide access to documents connected with implementation of the Project, including more specifically documents enabling confirmation of eligibility of costs, to ensure access to premises and sites of Project implementation, teleinformatic systems connected with the Project, and any and all electronic documents connected with management of the Project, and to provide any and all explanations concerning implementation of the Project.
4. The Foundation reserves the right to exercise the authority with respect to inspections and audits arising out Art. 23 of the implementing act (Act on Rules for Implementation of Programmes Funded under the Cohesion Policy in Financial Perspective 2014–2020 of 11 July 2014), but it is authorised to adopt its own procedures for inspections and audits and to exclude application of the provisions of that act in this respect.
5. In the event of reservations with respect to the correctness of incurrence of costs eligible for support or the manner of performance of the Agreement, the Foundation shall notify the Unit accordingly in writing and is entitled to withhold payment of funding until final clarification of the reservations.
6. If irregularities are found during an inspection examining the correctness of incurrence of costs eligible for support, the Foundation or other institution authorised to conduct the inspection may conduct an inspection for the purpose of

- re-examining the eligibility of costs and the correctness of performance of the Agreement.
7. During the inspection of the Project on-site it will be checked whether the Unit obtained the right to deduct input VAT from output VAT.
  8. If the Foundation receives information about suspected occurrence of irregularities in implementation of the Project or other material violations on the part of the Unit, the Foundation or other authorised institution may conduct an ad hoc inspection without advance notice. Par. 1–7 shall apply as relevant to conduct of the ad hoc inspection.
  9. The Unit is required to store in a manner ensuring proper security of information any and all data connected with implementation of the Project, including more specifically documentation connected with financial and technical management and procedures for conclusion of agreements with contractors at least through 31 December 2027.
  10. The Foundation may extend the period through which the Unit is required to store documentation connected with the Project, notifying the Unit accordingly before the end of that period.
  11. An external audit of the Project in accordance with Art. 34(1)(2) of the Act on Rules for Financing of Science of 30 April 2010 should be commenced after at least 50% of the planned costs connected with implementation of the Project have been incurred, but no later than prior to incurrence of 80% of the planned costs connected with the Project.
  12. The Unit shall store the report from the audit, post-inspection information or recommendations, or other equivalent documents for no less than the period referred to in par. 9 and 10 above (unless regulations of law require a longer period of storage) and promptly provide them to the Foundation.

## § 11

### **[Procedure and conditions for termination of Agreement and withholding of funding]**

1. The Agreement may be terminated by either Party on one month's notice. Notice of termination shall be made in writing and must state the grounds for termination of the Agreement.
2. The Foundation may withhold funding with immediate effect or terminate the Agreement in writing on one month's notice more specifically if:
  - 1) The Unit refuses to submit to an inspection or hinders conduct of the inspection or does not carry out the post-inspection recommendations within the time indicated.
  - 2) The Unit makes legal organisational changes in its status threatening proper implementation of the Project or achievement of the goals of the Project, or fails to inform the Foundation of the intention of making such changes.
  - 3) The Unit fails to submit a merits report or financial report on time or fails to submit information or clarifications to a submitted report upon request of the Foundation.
  - 4) The Unit fails to correct a report with missing elements or errors within the designated time.
  - 5) The Unit fails to submit information or clarifications on implementation of the Project.
  - 6) The Unit fails to conduct promotion of the Project in the manner specified in the Agreement.
  - 7) Further implementation of the Project by the Unit is impossible or moot.
  - 8) There is an occurrence of *force majeure*.
  - 9) The Unit fails to comply with obligations concerning evaluation or audit of the Project.



3. The Foundation may withhold funding or terminate the Agreement in writing with immediate effect if:
  - 1) The Unit has used funding contrary to its intended purpose or taken funding not due or in an excessive amount.
  - 2) The Unit has used funding in violation of the procedures referred to in Art. 184 of the Public Finances Act.
  - 3) The Unit is in delay in commencement of implementation of the Project for longer than 3 months from the Project commencement date specified in the Agreement or fails to provide information about the reasons for delay in a situation where it has not obtained approval to postpone the Project commencement date.
  - 4) The Unit has ceased implementation of the Project or is implementing it in a manner contrary to the Agreement or in violation of law.
  - 5) There is a lack of progress in implementation of the Project providing grounds for the reasonable assumption that the Project will not be implemented.
  - 6) The Unit has ceased to conduct activity, liquidation proceedings have been commenced with respect to the Unit, or the Unit has been placed in receivership.
  - 7) The Unit has presented a false or incomplete declaration or documents in order to obtain funding or at the stage of Project or implementation or during the Project durability period.
  - 8) The Unit has committed irregularities or failed to cure the causes and effects thereof by the time indicated by an entity conducting an inspection.
  - 9) The Unit has violated the durability of the operation within the meaning of Art. 71 of Regulation 1303/2013.
  - 10) The goal of the Project is not achieved.
  - 11) In the Foundation's opinion, an inspection or interim evaluation of the Project has resulted in a negative evaluation of the Project.
  - 12) The Unit is required to repay aid pursuant to a decision of the European Commission.
  - 13) A prohibition referred to in Art. 12(1) of the Act on the Consequences of Entrusting the Performance of Work by Foreigners Present in the Territory of the Republic of Poland Contrary to Regulations of 15 June 2012 (Journal of Laws Dz. U. [2012] item 769) has been ordered by a legally final judgment of a court.
  - 14) Despite an obligation to repay funds intended for implementation of programmes financed with the involvement of European funds referred to in Art. 207(1) of the Public Finances Act, the Unit has failed to repay the funds within 14 days at the latest after the date in which the decision referred to in Art. 207(9) of the Public Finances Act became final, unless the Unit was granted relief in repayment of the amount due.
  - 15) A preparatory proceeding in a case that could affect implementation of the Project has been commenced against the Unit or persons for which the Unit is responsible under the Act on Responsibility of Collective Entities for Punishable Acts of 28 October 2002 (Journal of Laws Dz. U. 2014 item 1417, as amended).
4. The Foundation may withhold funding if an amount included in a financial report is not due or the Foundation has taken actions in connection with possible irregularities affecting the given costs.
5. Termination of the Agreement shall not release the Unit from the obligation to submit financial and merits reports, or the obligation to store documentation connected with implementation of the Project and provide access to it upon request of the Foundation. The Unit is required to submit a financial and merits report within 25 days after termination of the Agreement.
6. In the event of termination of the Agreement under the procedures referred to in par. 1–3, the Unit shall not be entitled to damages.

7. The Unit shall not be liable for non-performance or improper performance which is the result of *force majeure*. The Unit is required to promptly inform the Foundation of the occurrence of *force majeure* and to substantiate the existence of *force majeure* by indicating what affect it has or has had on the course of implementation of the Project.

## § 12

### [Repayment of funding and recovery of funds]

1. Subject to par. 2 of this section, in the event of termination of the Agreement the Unit is required, upon summons of the Foundation, to repay the entire grant or at least that portion of the grant that was spent improperly or not in compliance with the Agreement or regarded as ineligible costs (depending on the scope of the Foundation's demand), within 14 days after delivery of the summons, together with interest in an amount determined as for tax arrears, calculated from the date of transfer of the funds to the Unit's bank account through the date of their repayment together with the bank interest accrued on the funding transferred in the form of an advance. In specifically justified instances, at the written and justified request of the Unit, the Foundation may waive the demand to repay the settled funds or waive the demand to pay interest, in light of the details of how the Unit has complied with the Agreement. Repayment of the funds shall be made to the bank account indicated by the Foundation, with an indication of:
  - 1) the Project number,
  - 2) information on the amount of principal and the amount of interest,
  - 3) the basis for the repayment,
  - 4) the year in which the funds being refunded were transferred.
2. Art. 207 of the Public Finances Act shall apply in the case of:
  - 1) use of the funding contrary to its intended purpose,
  - 2) use of the funding in violation of the procedures referred to in Art. 184 of the Public Finances Act,
  - 3) taking of funding not due or in an excessive amount.
3. If circumstances referred to in par. 2 are found, the Foundation will summon the Unit to:
  - 1) repay the funds, or
  - 2) consent to reduction of further payments pursuant to Art. 207(2) of the Public Finances Act,within 14 days after delivery of the summons.
4. If the repayment of funds referred to in par. 1 and 3 is not made in the full amount together with interest determined as for tax arrears, such payment shall be applied pro rata toward the amount of overdue principal, understood to mean the amount of the grant to be repaid (without interest) and the amount of interest as for tax arrears in the ratio of outstanding principal to the amount of interest as of the date of payment.
5. If the deadline referred to in par. 3 is not met, the Foundation will issue a decision specifying the amount to be repaid and the date from which interest is charged, as well as the manner of repayment of the funds.
6. Art. 207 of the Public Finances Act shall apply if repayment of the amount referred to in §6(9) of the Agreement is not made.
7. The Unit will be excluded from the possibility of receiving funds intended for implementation of programmes financed with the involvement of funds from the European Regional Development Fund under the rules set forth in Art. 207(4) of the Public Finances Act.
8. The Unit undertakes to cover documented costs of collection activities taken against it, and more specifically the costs of legal assistance by professional counsel, if any payment was made to the Unit.

### § 13

#### **[Procedure and scope of amendments to the Agreement]**

1. The Parties may amend the Agreement by mutual declarations of will in writing, under pain of invalidity, subject to par. 2 and 4. The Unit is required to assert the need to amend the Agreement no later than 3 months prior to the end of the cost eligibility period for the Project.
2. A change in:
  - 1) the address or manner of representation of the Unit, or
  - 2) bank account numbers,shall not require an amendment to the Agreement, although it does require prompt notice to the Foundation, subject to par. 3 below.
3. If the Foundation makes payment to an account with the wrong number as a result of failure to perform the obligation referred to in par. 2, the costs of making another transfer and any and all consequences of recovering funds constituting unjust enrichment of a third party, including consequences of loss of the funds, shall be borne by the Unit. The Unit shall be jointly and severally liable with the unjustly enriched person, and upon demand of the Foundation is required to repay the full amount of the funds transferred to the account with the wrong number. Upon repayment of all funds, the Foundation declares that it will assign to the Unit the right to any and all financial indemnity claims against the unjustly enriched person.
4. A change in the schedule of payments involving shifting of funds between tranches or the dates for performance of specific actions and stages of the Project specified in the Application does not require an amendment to the Agreement in the form of an annex if the change does not affect the date for completion of implementation of the Project specified in the Agreement, but does require prior written consent of the Foundation, subject to par. 7 below.
5. An amendment to the Agreement which would result in the Project's ceasing to fulfil the criteria for selection of projects in accordance with which it was evaluated, set forth in the Competition Documentation, is not permissible.
6. An amendment to the Agreement which would have resulted in not awarding funding to the Project at the time when the Project underwent evaluation in the procedure for selection of projects is not permissible.
7. During the course of implementation of the Project, beginning from the second reporting period, the Unit may, while maintaining the percentage thresholds for costs in cost categories specified by the Foundation or the "National Guidelines for Eligibility of Costs under the European Regional Development Fund, the European Social Fund and the Cohesion Fund During Programme Period 2014–2020," shift funds between specific categories of the budget constituting Appendix 1 to the Agreement. The Unit shall inform the Foundation of the shifting of funds in the next financial report.
8. Subject to the other provisions of the Agreement, the Unit undertakes to notify the Foundation and justify its request for modification of the Project, including modifications that do not require amendment of the Agreement, within 14 days after the reason for the modification arises. The Foundation may refuse to allow some or all of the asserted modifications or require modifications to the Project different from those requested by the Unit.
9. In the event of extension of the Project implementation period upon consent of both Parties beyond the period provided in the Application, the Project implementation period may not extend beyond 30 June 2023.
10. The Competition Documentation may be updated unilaterally by the Foundation, including after conclusion of the Agreement, in the portion concerning the conditions which the Unit must fulfil during the Project implementation period and the procedures in force during the Project implementation period, to which the Unit hereby consents. The Foundation shall notify the Unit of the updating and its scope. If updating of the Competition Documentation would cause the Agreement to

conflict with the updated Competition Documentation, the Parties shall promptly conclude an annex to the Agreement in order to comply with the current version of the Competition Documentation. If after updating of the Competition Documentation the Unit does not consent to the updating of the Competition Documentation, the Unit is required to continue implementation of the Project under the existing rules (prior to updating of the Competition Documentation).

11. If the Foundation finds that the funds are not being used in the Project or the Unit fails to provide notification of the reasons for non-use of the funds, the Foundation has the right to unilaterally reduce the amount of the grant or amend the Budget.

## **§ 14**

### **[Communications by the Parties]**

1. The Parties provide in particular for the following forms of communication in connection with performance of the Agreement:
  - 1) registered post,
  - 2) courier,
  - 3) e-mail.
2. Declarations, requests, notifications and information shall be deemed duly delivered upon receipt of registered post, receipt of a courier item, or obtaining confirmation of receipt by the recipient of e-mail correspondence, respectively.
3. Correspondence will be deemed duly delivered if the Unit has not informed the Foundation of a change in its correspondence details or the correspondence is returned with a notation by the postal operator of the inability to deliver the item, e.g. "addressee moved," "not collected in time," or "addressee unknown."
4. If the Unit refuses to accept correspondence, it shall be deemed delivered on the date of the statement refusing acceptance by the Unit.
5. If the end of a period falls on a statutory non-working day or a Saturday, the next business day shall be deemed to be the last day of the period.
6. Any correspondence connected with performance of the Agreement must contain the Agreement number.
7. Addresses for delivery of correspondence are as follows:
  - 1) Foundation:  
Fundacja na rzecz Nauki Polskiej  
ul. Ignacego Krasickiego 20/22  
02-611 Warsaw
  - 2) Unit:  
[ ]
8. The persons appointed for current contacts with respect to performance of the Agreement are:
  - 1) Foundation:  
[ ], e-mail [ ], tel. [ ]
  - 2) Unit:  
[ ], e-mail [ ], tel. [ ]
9. In the event of a change in the data referred to in par. 7 or 8, the Party affected by the change is required to notify the other Party promptly, but no later than 14 days following the change of data. Until the notification is made, correspondence sent to the existing addresses shall be deemed duly delivered.

## **§ 15**

### **[Scientific integrity]**

1. In its activities the Unit undertakes to comply with the "Code of Ethics for Competition Winners and Beneficiaries of the Foundation for Polish Science."
2. The Unit is required to properly collect and store all source data and results of studies and experiments and ensure their reliability, and shall require each of the leaders of the research groups to comply with the foregoing obligations.

3. The Unit undertakes to provide access to the data and results referred to in the preceding paragraph promptly upon any demand by the Foundation.

## **§ 16**

### **[Concluding provisions]**

1. The Agreement shall remain in force through the end of the Project durability period.
2. Any doubts arising during the course of Project implementation or related to interpretation of the Agreement shall be resolved first by way of negotiations between the Parties. Negotiations do not have to be conducted if there are grounds for immediate termination of the Agreement.
3. Any disputes arising out of the Agreement shall be resolved by the common court for the registered office of the Foundation.
4. The Agreement shall be effective upon signing by the last of the Parties, but if both Parties do not sign the Agreement on the same day, the Foundation shall be the last Party to sign the Agreement.
5. The Agreement shall be governed by the law of the Republic of Poland and Community law.
6. If the introduction of new regulations of law or amendment of the existing regulations causes the Agreement or any of its provisions to be inconsistent with regulations of law, the regulations in force shall be applied and the remaining provisions of the Agreement shall continue to be regarded as fully in force and binding.
7. If:
  - 1) amendments are made to the agreement between the Intermediate Body and the Foundation which cause the Agreement to be inconsistent or conflicting with that agreement or make it necessary to amend the Agreement;
  - 2) changes are made in documents referred to in the Agreement causing them to be inconsistent or conflicting with the Agreement, subject to §13(10) of the Agreement; or
  - 3) any portion of the Agreement is held by a court or other competent authority to be invalid or ineffective under law;the remaining provisions of the Agreement shall remain fully in force and binding, and the Parties mutually undertake to amend or supplement the provisions of the Agreement in order to adapt its content to such changes, rulings, decisions or orders.
8. The Agreement was made and signed in two identical originals, one for each of the Parties.
9. The following appendices constitute an integral part of the Agreement:
  - 1) Project budget,
  - 2) statute of the Unit,
  - 3) international agreement,
  - 4) schedule for payment of tranches,
  - 5) declaration on the Unit's VAT qualification,<sup>2</sup>
  - 6) power of attorney,<sup>3</sup>
  - 7) declaration that the Unit will apply for all approvals of ethics commissions or other permits required by law necessary to conduct the research which they involve and will commence such research only after obtaining the relevant approvals and permits;

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<sup>2</sup> If applicable

<sup>3</sup> If the Agreement is signed by person(s) lacking statutory authority to represent the Unit

- 8) declaration on non-funding of tasks covered by the Application and not seeking funding from aid deriving from national or Community public sources with respect to the same eligible costs;
- 9) declaration on non-arrears in payments owed to the state budget and payment of contributions for social insurance and health insurance.

For the Foundation

For the Unit

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