

**Model Grant Agreement  
under the International Research Agendas Programme  
(competition no. 6/2017)**

(For IRAP units which have a legal personality)

**Agreement no.:** [ \_\_\_\_\_ ]

**Agreement date:**

Agreement for the provision of a grant for the implementation of a project under the “International Research Agendas” programme of the Foundation for Polish Science, financed from the funds of the European Regional Development Fund as part of the Smart Growth Operational Programme, Priority Axis IV: Increasing the scientific research potential, Measure 4.3: International Research Agendas (hereinafter referred to as the “**Agreement**”), entered into by and between:

**the Foundation for Polish Science** with its registered office at ul. Ignacego Krasickiego 20/22 in Warsaw (02-611), entered in the register of associations, other social and professional organizations, foundations and independent public healthcare centres of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, under KRS number 0000109744, represented by:

1. [ ]
2. [ ]

hereinafter referred to as the “**Foundation**”

and

[ ] (research unit),  
with its registered office in [ \_\_\_\_\_ ], ul. [ \_\_\_\_\_ ], entered  
in [ \_\_\_\_\_ ] under number  
[ \_\_\_\_\_ ], Tax Identification Number (NIP) [ \_\_\_\_\_ ], represented by:

[ ] - [ ]

hereinafter referred to as the “**Unit**”,

hereinafter collectively referred to as the “**Parties**” and each of them separately as the “**Party**”.

**§ 1**

**Representations of the Parties and subject matter of the Agreement**

1. The Foundation hereby represents that:
  - 1) on ....., it launched Competition no. 6/2017 as part of the “International Research Agendas” programme (hereinafter referred to as the “**Competition**” and the “**Programme**”, respectively), publishing complete competition documentation for Competition no. 6/2017 (including the appendices), which set out, among other things, the objective of the Programme, the terms and conditions for the entry into the

Competition, the project selection method as well as the conditions, to include those applicable to the financing method, which should be satisfied by the grantees in the course of implementation of the selected projects (hereinafter referred to as the “**Competition Documentation**”);

- 2) after the competition procedure had been carried out, pursuant to resolution no. [ ] of the Management Board, dated [ ], the Unit was awarded a grant (hereinafter also referred to as the “funding”) to implement the project entitled “[ ]” under the Programme (hereinafter referred to as the “**Project**”).
2. The Unit hereby represents that:
  - 1) the Project shall be implemented in accordance with Project funding application no. [ ], filed as part of the Competition and consisting of three parts submitted at individual stages of the Competition (the aforesaid three parts of the funding application and the attachments shall hereinafter be referred to as the “**Application**”) and in accordance with the arrangements made by the Parties during the visit to the Project implementation location by representatives of the Foundation and by experts during the third substantive evaluation phase, including those set out in the description of the IRA project implementation location which constitutes Appendix no. 10 hereto;
  - 2) as at the date of the Agreement, it satisfies all the conditions set out in the Competition Documentation as the conditions whose satisfaction by the Applicant and the Unit was required to receive funding, specifically those set out in par. V *General Conditions* of the Competition Documentation, including but not limited to the conditions that:
    - a) the main applicant: [ ], is the Unit’s manager as at the date of the Agreement (hereinafter referred to as the “**Unit Manager**”) and is employed by the Unit on a [ ] FTE basis in addition to serving the role of the research group’s leader;
    - b) the second applicant, [ ], serves the role of the research group’s leader / scientific affairs director and is employed by the Unit on a [ ] FTE basis<sup>1</sup>.
3. The Unit hereby represents that the tasks falling within the scope of the Project are not and shall not be financed in the period of their financing from the Programme funds from other public sources, subject to Sections 4.4 and 4.5. If a research group leader and his or her team receive funds for the implementation of a project other than the project financed from the Programme at the Unit, then the subject matter of the research tasks performed by that leader and his or her team at the Unit must fall within the scope of the research agenda as indicated in the Application, as amended by the International Scientific Committee (hereinafter referred to as the “**ISC**”).
4. The Unit hereby represents that the eligible expenditure relating to the implementation of the Project, as approved by the Foundation, is not and shall not be financed from other sources.
5. The Unit hereby represents that it is not in arrears with the payment of budget payables or social insurance or health insurance premiums as at the Agreement date.
6. This Agreement sets out the terms and conditions of awarding the grant referred to in Section 1.1.2 as well as the rights and obligations of the Parties relating to the implementation of the Project.

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<sup>1</sup> If applicable.

## § 2 Project implementation terms

1. The Unit shall implement the Project from [ ] to [ ] (hereinafter referred to as the “**Project implementation period**”).
2. The Unit shall implement the Project by performing research projects and tasks as well as other tasks – as specified in the Application or resulting from the Competition Documentation.
3. The Unit shall implement the Project with due care with a view to achieving the desirable objectives of the Programme, as described in the Competition Documentation, in conformity with national and European Union laws.
4. The Unit shall achieve the assumed objectives and indicators defined in the Application and in the list of indicators, together with the methodology of calculation of the deliverable and direct result indicators and constitutes Appendix no. 7 hereto, and shall promptly inform the Foundation of the need to revise the indicators..
5. The Unit shall implement the Project in conformity with the Agreement, the up-to-date Application, the Competition Documentation, including the Cost Eligibility Guide for Measure 4.3 of the Smart Growth Operational Programme, attached to the Competition Documentation (hereinafter referred to as the “Cost Eligibility Guide”) – including any revisions thereof, if applicable – subject to Section 16.14, the Guidelines on Eligibility of Expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, the Guidelines on Eligibility of Expenditures under the Smart Growth Operational Programme 2014-2020 as well as the applicable national and European Union laws, specifically the rules laid down in European Union policies, including but not limited to the provisions applicable to competitiveness, public procurement, state aid, sustainable development and equal opportunities. The Unit shall incur all the eligible expenditure in compliance with the principles of fair competition, effectiveness, openness and transparency, and it shall make every effort to avoid a conflict of interest understood as a lack of unbiasedness and objectivity.
6. Subject to the remaining provisions of the Agreement, the Project and the Application shall not be modified throughout the Project implementation period. Modifications of the Project or the Application shall be allowed in the cases specified in the Agreement and in the Competition Documentation and in accordance with the rules laid down in the Agreement and in the Competition Documentation.
7. The Parties hereby agree that in the event of any doubts arising as to the valid version of the Application, the version in the possession of the Foundation shall prevail.
8. The fact that the Project qualifies for funding does not mean that all costs incurred in the course of its implementation will be regarded as eligible expenditure. Eligible expenditure is the expenditure necessary for the implementation of the Project and meeting the criteria laid down in the Agreement
9. In the course of Project implementation and during the Project durability period, the Unit shall:
  - 1) not implement directly the deliverables obtained as a result of the performance of the Project;
  - 2) distribute the results of the research and development work performed among all entities interested in their commercial use on the same market terms or, if commercial use is not justified, for no consideration while ensuring equal access to the results of the aforesaid research, in compliance with copyright and industrial property laws.

10. As part of the Project, the Unit shall not be entitled to grant any state aid<sup>2</sup>. The implementation of the Project shall be related solely to the Unit's own operations, which fall outside the scope of the Unit's business activities.
11. Where the Project satisfies the conditions set out in Article 61.6 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 (hereinafter referred to as "**Regulation 1303/2013**"), the Unit shall disclose any and all revenue, as defined in Article 61.1 of Regulation 1303/2013, generated in relation to the implementation of the Project, in accordance with the principles laid down in Article 61 of Regulation 1303/2013 and the applicable Guidelines concerning issues related to the preparation of investment projects, including revenue-generating projects, as well as hybrid projects for 2014-2020. As revenue may not be estimated reliably in advance using one of the methods referred to in Articles 61.3 or 61.5 of Regulation 1303/2013, where the Project generates revenue by the earlier of the date of expiry of three (3) years of the date of the Foundation's final payment application being settled by the Intermediary Authority for the Smart Growth Operational Programme (hereinafter referred to as the "**IA SGOP**")<sup>3</sup> or by the deadline for the submission of documents related to the closure of a programme specified in the regulations applicable to relevant funds, it shall be repaid by the Unit on a proportional basis and deducted from the expenditure declared to the European Commission. The repayment shall be made on such terms as set out in the Procedure for revenue calculation and monitoring for beneficiaries receiving funding as part of priority axis IV of the Smart Growth Operational Programme.
12. The Unit shall keep separate accounting records related to Project implementation, in accordance with the principle of transparency, as laid down in the Accounting Act of 29 September 1994, so that individual accounting transactions related to the Project may be identified.
13. In particular, the Unit shall comply with the principles of fair competition and equal treatment of bidders in contract award procedures under the Project, in conformity with the Public Procurement Law of 29 January 2004 – where it is required to apply the provisions thereof – or the principle of competitiveness or market exploration laid down in the Guidelines on Eligibility of Expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, the Competition Documentation, specifically in the Cost Eligibility Guide.
14. Any agreements drafted by the Unit, internal regulations or procedures, specifically: the contract award regulations and any other documents resulting in the Unit's financial obligations, the work regulations, remuneration policy, organizational regulations (in particular the organizational structure), rules of the governing or any advisory bodies, shall be made available to the Foundation at its request throughout the term of the Agreement. The Foundation shall have the right to request the Unit to introduce changes to the

<sup>2</sup> In accordance with the Framework for State aid for research and development and innovation (OJ C 198, 27.6.2014, p. 1), part 2.2 – Indirect State aid to undertakings through public funded research and knowledge dissemination organisations and research infrastructures.

<sup>3</sup> The date of the Foundation's final payment application being settled by IA SGOP means the date of the transfer to the Foundation's bank account where funds are transferred as part of the Foundation's final payment application being settled, or as the date of final payment application approval in other cases. The Foundation shall promptly notify the Unit of the Foundation's final payment application having been settled by IA SGOP.

regulations, procedures or agreements resulting from the Competition Documentation and laws of general application, whereas the Unit shall make all such requested changes promptly, no later than within the time limit specified for that purpose by the Foundation.

15. The Unit shall:
  - 1) establish an ISC as the Unit's body, on such terms as set out in the Competition Documentation and shall maintain the ISC as the Unit's body until the end of the Project durability period;
  - 2) during the Project implementation period, the Unit shall in particular:
    - a) notify the Foundation of ISC meetings in advance and ensure that representatives of the Foundation may participate in ISC meetings;
    - b) notify the Foundation promptly of any changes to the composition of the ISC following the expiry of the term of office or during the term of office, if applicable.
16. In particular, the Unit shall ensure that:
  - 1) the Unit's Manager serves the role of the Unit Manager at least until the expiry of the first term of office defined for that role in accordance with the Competition Documentation. If, for unforeseen reasons, the Unit Manager cannot serve the role of the Unit Manager until the end of the term of office, the ISC shall carry out a competition procedure to select a new Unit Manager in conformity with the regulations adopted at the Unit. The duties of the Unit Manager shall be performed by a person indicated in conformity with the Unit's regulations until the competition has been settled.
  - 2) Throughout the Project implementation period the role of the Unit Manager is served only by the person being the research group leader at the same time.
17. The Unit shall ensure that:
  - 1) the number of research groups and other individuals carrying out R&D work under the Project corresponds to the adopted research agenda as specified in the Application, as may be modified by the ISC or at the request of the Unit Manager as a result of the second interim assessment conducted by the Foundation;
  - 2) it will cooperate closely with the partner being a leading foreign scientific centre, as specified in the Application, with a view to implementing good practices in the field of work organization and research performance at the Unit and in order to ensure the participation of the partner unit's representatives or individuals recommended by the partner unit in the ISC. The international agreement has been attached as Appendix no. 5 hereto;
  - 3) it has access to research infrastructure, specifically facilities and necessary equipment, on such terms as set out in the Competition Documentation.
18. The Unit shall comply with the rules laid down in the Competition Documentation, in particular with the rules applicable to the recruitment, work and funding as well as other rules applicable to the Unit's staff.
19. The Unit shall apply for all approvals of ethics or other committees and other permits required by law, necessary to conduct the research to which they refer, prior to the commencement of the aforesaid research. The Unit shall provide the Foundation, at its request, with copies of the aforementioned approvals or permits. The Unit shall ensure that no research the performance of which requires an approval or a permit under the applicable laws is conducted prior to the receipt of all the necessary approvals and permits.
20. The Unit shall implement the Project in a manner ensuring a positive effect on the principle of sustainable development, to the extent specified in the Application.
21. During the Project implementation period and until the end of the Project durability period, the Unit shall not assign any rights, obligations or receivables under the Agreement to third parties without a written consent of the Foundation. The Unit may apply to the Foundation for a Project amendment in this respect, subject to Article 71.1(c) of Regulation 1303/2013.

22. The Foundation shall not reserve any rights to the effects of the research resulting from the work carried out as part of the Project due to the award of the grant.
23. The Parties shall not assume liability to each other for any damage through the fault of the other Party resulting from the performance of the Agreement or the implementation of the Project.
24. Should the version of the guidelines referred to in Article 5 section 1 of the Act of 11 July 2014 on the Principles of Implementation of the Cohesion Policy Programmes Financed under the 2014-2020 Financial Perspective, as announced during the Project implementation, introduce solutions that are more beneficial to the Unit, the more beneficial solutions shall apply from the day the Project implementation started.

### **§ 3**

#### **Remuneration and stipends**

1. Should the Unit Manager or other Unit staff be remunerated from the funds of both the Project and another project implemented at the Unit and financed by the Foundation, the sum of their remuneration under R&D projects implemented at the Unit and financed by the Foundation shall not exceed the suggested amount of remuneration specified in the Competition Documentation. The Unit Manager and other Project participants receiving remuneration or stipends for their work on the Project from Project funds shall not receive a stipend under another programme financed by the Foundation, with the exception of stipends received as part of the START programme.
2. The Unit undertakes to verify from time to time during the Project implementation whether the employee receiving remuneration from the Project funds is not claiming a stipend in any other project financed by the Foundation and whether the employee's total workload does not exceed 276 hours per month.
3. Where a staff member is working on the Project on a part-time basis at a MAB Unit, the remuneration they will receive as part of the Project shall depend on the amount of time, calculated as a share of full-time equivalent, that they dedicate to the performance of tasks related to the implementation of the Project at the Unit, and it shall not exceed the same percentage share of the suggested remuneration as specified in the Competition Documentation.
4. The Unit shall notify the Foundation in the financial reports of the percentage share of full-time equivalent corresponding to the involvement in the Project of each staff member who receives remuneration from Project funds and of their total workload in hours per month. Where the total workload of 276 hours per month is exceeded, the staff member's remuneration paid from Project funds shall represent ineligible expenditure in each month in which the level of 276 hours is exceeded.
5. The rules governing the receipt and payment of personal scholarships to students and PhD students shall be laid down in separate agreements made at the request of the Unit Manager between the Foundation, the Unit Manager and the student or PhD student. The Unit shall not remunerate students or PhD students from Project funds at the time when they receive stipends from Project funds.
6. The Unit shall comply with the eligibility criteria for expenditure relating to the engagement of individuals to perform tasks under the Project, as laid down in the Cost Eligibility Guide.

### **§ 4**

#### **Project value and grant amount**

1. On the terms set out in the Agreement, the Foundation hereby awards a grant (funding) to the Unit in the maximum amount of PLN [ ] (say:

- [ ] Polish zlotys), which represents 100% of the total amount of eligible expenditure under the Project.
2. The funds for the implementation of the Project shall be allocated as per the Project budget, which constitutes Appendix no. 1 to the Agreement (hereinafter referred to as the **“Project budget”**).
  3. The index of costs settled on a lump sum basis shall amount to 17% of the eligible expenditure shown in the remaining cost categories, excluding the subcontracting and cross-financing costs.
  4. Any expenditure in excess of the total amount specified in Section 4.1 shall be incurred by the Unit on its own and shall be treated as ineligible expenditure.
  5. The Unit shall ensure that ineligible expenditure necessary for the implementation of the Project is funded on its own.
  6. Where the eligible expenditure amount is changed, in particular as a result of modification of the scope of the Project, the amount of the funding granted may either be increased or reduced in accordance with the provisions hereof and in accordance with the Competition Documentation, by the consent of the Foundation, with the proviso that no increase in the amount of the funding may result from adding new expenditure categories which have not been defined in the Competition Documentation.
  7. The amount of the funding may be reduced in particular where:
    - 1) the indicators have not been achieved – in which case the amount of the funding may be reduced in proportion to the degree to which the indicators have not been achieved;
    - 2) the results of the interim assessment are negative;
    - 3) amounts to be repaid due to irregularities have been identified;
    - 4) the Foundation concludes that funds have not been used under the Project if the Unit has not informed the Foundation about the reason for not using the funds or if the Unit’s explanations are unsatisfactory – in which case the Foundation shall have the right both to reduce the grant amount unilaterally and modify the Project budget.

## §5

### Expenditure eligibility

1. The expenditure eligibility period shall correspond to the Project implementation period.
2. Any expenditure incurred by the Unit prior to the commencement of the period referred to in Section 5.1 or following its expiry shall be regarded as ineligible expenditure.
3. In order to be regarded as eligible expenditure, the expenditure must in particular: be actually incurred by the IRA Unit in the period referred to in Section 5.1 in relation to the implementation of the Project, in accordance with the Agreement, the Competition Documentation, including the Cost Eligibility Guide, and be duly documented and stated in the financial report.
4. A list of eligible costs and the principles of documenting eligible expenditure have been laid down in the Cost Eligibility Guide. Should a version of the Cost Eligibility Guide published during Project implementation introduce solutions that are more beneficial to the IRA Unit, the more beneficial solutions shall apply from the day the Project implementation started.
5. Any payments from the bank account referred to in Section 6.3 shall be made only as payments for expenditure meeting the eligibility criteria for the support under the Project, in the amount corresponding to the relevant funding.
6. The funds disclosed in the financial reports as costs settled using the simplified (lump-sum, O) method may be incurred solely in connection with the implementation of the Project.

7. Any expenditure incurred to finance value added tax (VAT, hereinafter referred to as "VAT") may be regarded as eligible expenditure if VAT is not refundable or deductible to the benefit of the Unit, which shall be confirmed by the Unit in a VAT eligibility declaration, attached as Appendix no. 6 hereto.
8. Where the Unit is entitled to deduct VAT from the value of goods and services purchased under the Project or obtain its refund following the submission of the declaration referred to in Section 5.7, whether during the Project implementation period or the Project durability period as referred to in Section 9.2, the Unit shall file an updated declaration with the Foundation.
9. The Unit shall repay VAT which has been incorrectly specified as non-deductible or non-refundable and financed to the benefit of the Unit. The Unit's liability in this respect shall be due as of the date of the Unit becoming able to deduct or refund such VAT. VAT shall be repaid on the terms and conditions as set forth in Section 15.2, inclusive of default interest in the same amount as default interest on overdue tax liabilities. The interest referred to in the preceding sentence shall be calculated for the period from the date of receipt of the funds to finance such VAT by the Unit until the date of their repayment into the bank account indicated by the Foundation. The repayment period referred to in Section 15.2 shall start on the date of service of a repayment notice.
10. In the event that the Agreement is terminated and subject to the remaining provisions hereof, any expenditure incurred by the Unit under the Project may be regarded by the Foundation as ineligible expenditure.

## § 6

### Grant provision and settlement terms

1. The Unit shall receive the grant in the form of advance payments, which shall be made in instalments in such amounts and on such terms as set out in the instalment payment schedule attached as Appendix no. 3 hereto. Where necessary, eligible expenditure approved by the Foundation may also be reimbursed.
2. The instalment payment schedule does not take account of funds allocated to personal scholarships for students and PhD students, which shall be paid on such terms as set out in the agreements referred to in Section 3.5. This section shall not apply to the grant amount allocated to the payment of the aforesaid scholarships.
3. The grant shall be transferred to the Unit's interest-bearing bank account separated for the Project, number [ ] (hereinafter referred to as the "**Unit's bank account**"). In economically justified cases, the bank account may be a zero-interest account.
4. The first instalment shall be paid within fourteen (14) days of the Foundation's receipt of a properly completed and signed Agreement along with all the necessary documents, however, no earlier than on the commencement date of the Project implementation period.
5. The second and subsequent instalments shall be transferred promptly after the Foundation's approval of the financial and progress reports (where the payment date of the instalment falls after the date of the submission of the progress report), subject to the provisions hereof, in particular the rules laid down in the instalment payment schedule.
6. The second and subsequent instalments shall be paid provided that:
  - 1) properly filled-in and complete financial and progress reports have been filed by the Unit (where the payment date of the instalment falls after the date of the submission of the progress report);
  - 2) the results of verification of the financial and progress reports are positive and the financial and the progress reports are approved (where the payment date of the



- instalment falls after the date of the submission of the progress report), including the Foundation's approval of the eligible expenditure reported by the Unit;
- 3) at least 70% of all advance payments made previously by the Foundation have been settled by the Unit.
  7. The highest advance payment under the Project shall not exceed 20% of the grant amount referred to in Section 4.1.
  8. The settlement of the advance payment shall consist in reporting eligible expenditure incurred against the advance payment in the financial report and such expenditure being approved by the Foundation.
  9. The amount of the funding which has not been used by the end of the financial year, received as an advance payment, shall be made available to the Unit in the following financial year and kept in the Unit's bank account.
  10. Any bank interest accrued in the Unit's bank account in the calendar year on the amount of the funding received in the form of an advance payment shall be repaid by the Unit by the 20th of January of the year following the date of the advance payment, by way of a separate credit transfer to the bank account specified by the Foundation.
  11. The Unit shall not be entitled to receive any damages in the event of a late payment of the funding, in particular as a result of:
    - 1) a lack or a shortage of funds in the financial plan or in the Foundation's bank account separated for the Programme;
    - 2) the Unit's failure to perform or inadequate performance of the Agreement;
    - 3) any delays in the payment of the funding for reasons beyond the Foundation's control;
    - 4) suspension of the payment of the funding in such circumstances as specified in the Agreement;
    - 5) a refusal by the competent authorities, to include the European Commission, to provide support from public funds, whether to the Unit or to the Foundation.
  12. If there is a delay in the payment of the funding referred to in Section 6.11.1 and 6.11.3 of more than 30 days from the day following the date of approval by the Foundation of the latest financial report which, as required by the Agreement, the Unit was obliged to submit and if, at the same time, the Unit has no sufficient funds in its bank account to settle the existing financial liabilities involved in the implementation of the Project as and when they fall due, the Unit may terminate the Agreement in accordance with the provisions of Section 14.1. In such event, Section 15.10 may apply.

## **§7**

### **Reporting and Project implementation monitoring**

1. The Unit shall inform the Foundation on an ongoing basis of the progress in Project implementation, specifically as regards the achievement of the specified indicators and the use of funds, so that the Unit's implementation of the Project may be monitored by the Foundation, with the proviso that:
  - 1) the Unit shall file progress reports with the Foundation, concerning the Project as a whole, promptly after the expiry of each twelve (12) consecutive calendar months of Project implementation, however, no later than within twenty-five (25) days of the expiry of the aforementioned period. The Project commencement date shall be the beginning of the aforesaid period;
  - 2) the Unit shall file financial reports with the Foundation, concerning the Project as a whole, no less frequently than every six (6) calendar months starting from the Project commencement date, promptly after the expiry of the aforesaid period, however, no later than within twenty-five (25) days of its expiry. The financial report may be filed earlier in the event that the Unit has used 70% of the advance payments received prior

- to the expiry of the aforementioned period. In the event specified in the preceding sentence, the financial report shall cover full calendar months and the time limits for the filing of the next financial report shall run from the first day of the following month;
- 3) a lack of expenditure shall not release the Unit from the obligation to file the financial report within the prescribed time limit;
  - 4) the final report shall be filed by the Unit with the Foundation no later than within thirty (30) days of the date of the Foundation's approval of the last periodic reports as referred to in Sections 7.1.1 and 7.1.2, however, not later than on 15 January 2024;
  - 5) the Unit shall provide information concerning Project implementation within the scope defined by the Foundation, on an ongoing basis, in particular the deliverable and result indicators achieved, data concerning research group leaders and staff engaged to conduct research and development work as well as data concerning the scientific partners.
2. The reports referred to in Section 7.1 shall be filed by the Unit in hard copy and electronically, in the form set out by the Foundation.
  3. The filing of reports reports in electronic form and provision of the data referred to in Section 7.1.5 shall take place using an IT system made available by the Foundation. The Unit shall not disclose the access data to its account in the above IT system to unauthorized parties.
  4. The progress and financial reports shall be signed by the Unit Manager.
  5. The financial report shall be supplemented by the Unit with:
    - 1) a report of eligible expenditure; and
    - 2) at the request of the Foundation, copies of documents confirming that such expenditure has been incurred.
  6. The financial report shall be verified by the Foundation within 30 days of its receipt. Where the information contained in the progress or financial reports is not complete or the progress or financial reports contain errors, at the request of the Foundation the Unit shall submit the missing or corrected documents within fourteen (14) days of receipt of the relevant comments from the Foundation. At the Unit's request, the aforesaid time limit for the submission of a corrected report may be extended by the Foundation for the maximum of fourteen (14) days. Furthermore, the Foundation may request the provision of authenticated copies of all or selected documents confirming that the expenditure has been incurred.
  7. The Unit's failure to provide the missing information or to eliminate errors identified in the financial report within the time limit specified in Section 7.6 may result in:
    - 1) rejection of the report; or
    - 2) acceptance of the report only as regards the costs approved by the Foundation.
  8. The Foundation may correct obvious typographical or calculation errors identified in the financial report and/or in the statement of eligible expenditure, which the Unit shall promptly be notified of. Such modifications shall not give rise to the obligation to prepare a corrected report on the part of the Unit.
  9. The Foundation may engage a third party to evaluate the implementation of the Project and the submitted financial or progress report.
  10. Once the report has been verified, the Foundation shall notify the Unit of the result in electronic form.
  11. The first and the third progress report shall be subject to the interim assessment referred to in Section 8.2.
  12. At the request of and within the time limit specified by the Foundation, the Unit shall provide financial information and statistical data concerning the Project in addition to any information and explanations relating to the implementation of the Project at a written request of the Foundation and within the time limit specified therein.

13. The Unit shall promptly notify the Foundation of any irregularities, risks and issues relating to the implementation of the Project, to include its intention to discontinue the Project.

## § 8

### Evaluation and interim assessment

1. Both during the Project implementation period and during the durability period, the Unit shall cooperate in the area of evaluation with the Foundation or IA SGOP or such entities as may duly be authorized by the Foundation or IA SGOP, in particular:
  - 1) by providing any information and documents concerning the implementation of the Project which could be necessary for purposes of evaluation;
  - 2) by providing information concerning the economic effects and other benefits derived from the implementation of the Project;
  - 3) by participating in surveys, interviews and providing such information as may be necessary for purposes of evaluation.
2. The Unit shall submit to an interim assessment conducted by the Foundation at least twice during the Project implementation period, in accordance with the dates and scope indicated in the Competition Documentation.
3. The interim assessment may result, without limitation, in:
  - 1) where the result is positive:
    - a) increasing the amount of the funding granted to the Unit;
    - b) extending the Project implementation period for any period of time, not exceeding the period indicated in Section 16.9;
  - 2) where the result is negative:
    - a) reducing the amount of the funding granted to the Unit;
    - b) shortening the Project implementation period;
    - c) non-payment of funds for purposes of establishment of new research groups;
    - d) terminating the Agreement.

## § 9

### Durability of the Project

1. The Unit shall ensure durability of the effects of the Project, in accordance with Article 71 of Regulation 1303/2013, subject to Section 9.2.
2. The Unit shall ensure the durability of the effects of the Project from the Project completion date determined in accordance with Section 2.1 to the date of expiry of five (5) years of the date of the Foundation's final payment application<sup>4</sup> being settled by IA SGOP (hereinafter referred to as the "**Project durability period**").

## § 10

### Scientific reliability

1. The Unit shall comply with the Code of Ethics of the Laureates and Beneficiaries of the Foundation for Polish Science.
2. The Unit shall collect as appropriate and store all source data and research and experiment results in addition to ensuring that they are reliable, and it shall oblige each of its research group leaders to fulfil the aforementioned obligations.
3. The Unit shall provide access to the data and results referred to in Section 10.2 promptly at each request of the Foundation, so as to enable their evaluation.

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<sup>4</sup> See the explanation in footnote 3.

## § 11 Promotion and information

1. The Unit shall inform the public of the fact that the implementation of the Project has been financed with European Union funds, both in the course of Project implementation and following its completion during the Project durability period.
2. To the extent specified in Section 11.1, the Unit shall comply with par. 2.2 Responsibilities of the beneficiaries of Annex XII to Regulation 1303/2013 and 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. As regards the information about and promotion of the Project, the Unit shall take the measures defined in the Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020 with respect to information and promotion, as published at [www.poir.gov.pl](http://www.poir.gov.pl) (hereinafter referred to as the “**Manual for Applicants and Beneficiaries**”) and in the manual for the Foundation’s grantees with respect to the promotion of programmes financed by the European Union, as published at [www.fnp.org.pl](http://www.fnp.org.pl).
4. The Unit shall place permanently, in the Project implementation location, no later than within two (2) months of the Project commencement date, a clearly visible information and commemorative board with the dimensions of at least 70 cm (width) x 50 cm (height). The aforesaid board shall be marked in accordance with the requirements set out in the Manual for Applicants and Beneficiaries, include the logotype of the Foundation and the following name: “Program Międzynarodowe Agendy Badawcze” (International Research Agendas Programme). The Unit shall be obliged to place an appropriate board regardless of the amount of the funding received.
5. The Unit shall mark documents relating to the implementation of the Project, promotional and information materials as well as assets purchased or depreciated/amortized under the Project in compliance with the Manual for Applicants and Beneficiaries and the manual for the Foundation’s grantees with respect to the promotion of programmes financed by the European Union, as published at [www.fnp.org.pl](http://www.fnp.org.pl).
6. The Unit shall make a written reference to the Foundation for Polish Science in all scientific publications or other materials (such as conference presentations) and, if possible, use the logotype of the Foundation as well. The Unit shall only use the official name of the Foundation and the logotype available at the Foundation’s website for that purpose.
7. The Unit shall distribute information on both the Project being supported with funds made available by the European Union under the Smart Growth Operational Programme and on the Foundation’s role during conferences, seminars and other presentations in public.
8. The Foundation is hereby authorized by the Unit to publish the image of the Unit Manager and of the research group leaders along with information regarding their scientific activity for information and promotional purposes and the Unit hereby represents that it holds or shall acquire the right to grant the aforementioned authorization and retain such right also following the completion of the Project.
9. The Unit shall ensure – in case it is requested so by the Foundation – that the Unit Manager and the research group leaders present the results of the Project in public, in such form, place and at such time as may be specified by the Foundation, in the course of performance of the Agreement or following its expiry.
10. The Foundation shall have the right to disclose information regarding the results achieved by the Unit to the public, in a way which shall not deprive the Unit of its entitlement to apply

for exclusive rights to solutions, including inventions, utility models or industrial designs to and in which the Unit has rights.

## § 12 Personal data protection

1. The Foundation hereby represents that it shall be the controller of the personal data contained in the Application, in the Agreement, in the reports referred to in Section 7.1 and submitted to the IT system of the Foundation (for which the Foundation acts as the personal data controller) in the course of Project implementation and that the aforesaid data shall be processed in conformity with the Personal Data Protection Act of 29 August 1997 (hereinafter referred to as the “Act”).
2. The Parties hereby represent that the personal data referred to in Section 12.1 shall be processed by the Foundation for purposes of organization and implementation of the Foundation’s programmes, in particular, for purposes of performance of the Agreement, reporting, evaluation, verification of documents relating to expenditure incurred under the Project, inspections, audit and archiving.
3. The Unit hereby acknowledges that:
  - 1) the personal data provided by the Unit to the Foundation shall be processed in conformity with the Act;
  - 2) the Unit shall retain the rights referred to in Article 32 of the Act with respect to the personal data provided by the Unit to the Foundation, specifically the right to access such data, correct them and request that they no longer be processed;
  - 3) the Unit’s provision of personal data to the Foundation is voluntary but necessary for purposes of the execution hereof.
4. For purposes of proper performance of the Agreement, the Unit hereby entrusts the Foundation, under Article 31 of the Act, with the personal data of the individuals engaged to implement the Project, for which it serves the role of the data controller, insofar as it is necessary for the performance hereof.
5. While processing the personal data entrusted to it by the Unit, the Foundation shall comply with the provisions of the Regulation of the Minister of the Interior and Administration concerning personal data processing documentation as well as the technical and organizational conditions to be satisfied by the IT equipment and systems used for personal data processing, dated 29 April 2004.
6. As regards the personal data entrusted to it, the Foundation shall:
  - 1) provide the Unit with information concerning the processing of the personal data entrusted to the Foundation;
  - 2) ensure that the personal data entrusted to the Foundation are processed only by individuals holding personal authorizations to process the personal data entrusted to the Foundation;
  - 3) notify the Unit promptly of any instances where the security of the personal data entrusted to the Foundation is compromised;
  - 4) maintain a register of individuals authorized to process the personal data obtained in the course of performance of the Agreement;
  - 5) preserve the confidentiality of the information accessed by the Foundation in connection with the performance of the Agreement as well as the safeguards used with respect to such information. The aforementioned obligation shall survive the termination of the Agreement.

### § 13

#### Document verification, inspections, audit and document retention

1. The Unit shall submit to the verification of the documents relating to the expenditure incurred under the Project (hereinafter referred to as the “**document verification**”), inspections and audits in respect of the Project, including inspections of the Unit or the Project, along with all research groups, at each request of the Foundation or entities duly authorized by the Foundation or by other competent institutions, in particular by IA SGOP or another institution duly authorized to conduct inspections or audits under separate legislation.
2. At the request of the Foundation or the entities or institutions referred to in Section 13.1, the Unit shall make available in its registered office (one room) any documents relating to the Project and the Agreement. The Unit shall provide documents that are arranged and properly described. The scope of an inspection may also include any documents relating to the expenditure incurred under the Project. If necessary, the Unit shall also make available documents which are not directly related to its implementation.
3. The Unit shall provide the Foundation or the entities or institutions referred to in Section 13.1 with access to rooms and facilities where the Project is being implemented and to IT systems and electronic documents relating to the Project, ensure that individuals capable of providing explanations concerning the implementation of the Project are present and provide any explanations concerning the implementation of the Project.
4. A failure to make available all the documents required for document verification, inspection or audit or a refusal to provide information or access to the locations directly related to the implementation of the Project shall be treated as making the document verification, inspection or audit impossible.
5. Document verification, inspection and audit may be conducted both at the registered office of the Unit and in the location where the Project is being implemented.
6. The Foundation shall notify the Unit in writing of the entity responsible for the verification, duly authorized by the Foundation to verify the documents, no later than fourteen (14) days before the planned document verification date. The entity responsible for the verification shall notify the Unit of document verification in writing.
7. The Foundation shall inform the Unit in writing of the scope and dates of the planned inspection no later than seven (7) days before the planned inspection date. The Foundation hereby reserves the right to conduct an ad hoc inspection, in particular having learnt of irregularities in the implementation of the Project or the occurrence of any other material negligence on the part of the Unit. An ad hoc inspection shall not require the submission of a prior notice to the Unit.
8. Having conducted an inspection, the Foundation shall prepare a post-inspection report, which shall be sent to the Unit by regular mail. The Unit shall have the right to provide explanations and comments regarding the post-inspection report. Should recommendations be provided in the post-inspection report, the Unit shall implement such recommendations within the time limit prescribed in the report.
9. Should the Foundation have any reservations concerning the correctness of the eligible expenditure incurred by the Unit or the method of Agreement performance, it shall notify the Unit accordingly in writing and have the right to suspend the payment of the funding until the reservations have finally been resolved.
10. Where an inspection aimed to verify the correctness of eligible expenditure incurred by the Unit identifies any irregularities, the Foundation or another institution duly authorized to conduct an inspection may conduct an inspection aimed to re-examine the eligibility of the expenditure and the correctness of Agreement performance.

11. The Unit shall have the Project audited by a third party in accordance with Article 34.1.2 of the Science Financing Act of 30 April 2010. The audit should commence after 50% of the planned expenditure related to the implementation of the Project has been incurred but no later than at the time when 80% of the planned expenditure relating to the Project has been incurred.
12. The post-inspection information, recommendations or other equivalent documents drafted by the institutions and entities referred to in Section 13.1 as well as audit reports shall be kept by the Unit for a period not shorter than the one specified in Sections 13.13 and 13.14 (unless a longer period is required under the applicable laws). The Unit shall promptly provide the Foundation with copies of the aforementioned documents, except for the documents drafted as a result of document verification performed by an entity duly authorized by the Foundation or an inspection conducted by the Foundation, no later than within seven (7) days of their receipt.
13. The Unit shall archive any and all data concerning the implementation of the Project, specifically documents related to financial and technical management, the procedures applicable to the entry into agreements with contractors, in a manner ensuring availability, confidentiality and security in accordance with Article 140 of Regulation 1303/2013 until the expiry of two (2) years of the date of IA SGOP settlement of the Foundation's final payment Application<sup>5</sup> (unless a longer period is required by the applicable laws and subject to the provisions of Section 2.14).
14. The Foundation may extend the period over which the Unit is obliged to retain the Project-related documents, of which the Unit shall be notified by the Foundation prior to the expiry of the aforesaid period. Extension of the document retention period may also apply to selected document types.
15. The Unit shall inform the Foundation of the place or any changes to the place where documents are archived and it shall ensure access to the aforementioned documents.

#### **§ 14**

##### **Procedure and terms of Agreement termination and suspension of the funding**

1. Either Party may terminate the Agreement on 60-days' notice. The notice of termination shall be given in writing and it shall state the reasons for termination of the Agreement. Additionally, the Unit shall inform the Foundation by e-mail or regular mail of its intention to give notice of termination at least twenty-one (21) days before the date of giving such notice.
2. The Foundation may suspend the funding with immediate effect or terminate the Agreement in writing on 60-days' notice, where:
  - 1) the Unit has refused to submit to document verification, inspection, audit, made their performance difficult or failed to implement the post-inspection recommendations within the prescribed time limit;
  - 2) the Unit has introduced legal and organizational changes to its status, which have not been approved in writing by the Foundation, in particular posing a risk to proper implementation of the Project or achievement of the objectives of the Project;
  - 3) the Unit has failed to file the progress report or the financial report within the prescribed time limit or to provide information and explanations to a submitted report at the request of the Foundation;
  - 4) the Unit has failed to correct a report with incomplete information or errors within the prescribed time limit;

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<sup>5</sup> See the explanation in footnote 3.

- 5) the Unit has failed to provide information and explanations concerning the implementation of the Project;
- 6) the Unit has failed to promote the Project in accordance with the Agreement;
- 7) further implementation of the Project by the Unit is impossible or aimless;
- 8) an event of force majeure has occurred;
- 9) the Unit has failed to fulfil its obligations applicable to Project evaluation or audit;
- 10) no progress has been achieved in the implementation of the Project, as a result of which it may reasonably be assumed that the Project will not be completed;
- 11) the Unit has failed to satisfy the conditions referred to in the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Expert Panel, attached as Appendix no. 8 hereto<sup>6</sup>.
- 12) the Unit has failed to implement the Project in conformity with the Agreement, the up-to-date Application, and the Competition Documentation;

with the provision that in the event of violations related to an action or omission by the IRA Unit or Project Manager, financing may be suspended or the agreement may be terminated with 60 days' notice, after a request for the IRA Unit to discontinue the violations has been sent without effect and after an additional period of 7 days has been set for the violation to be remedied.

3. The Foundation may suspend the funding or terminate the Agreement in writing with immediate effect where:
  - 1) the Unit has used the funding for a purpose other than intended, received the funding unduly or in an excessive amount;
  - 2) the Unit has used the funding in contravention of the procedures laid down in Article 184 of the Public Finance Act of 27 August 2009 (hereinafter referred to as the "pfa");
  - 3) the Unit is late with the commencement of the Project through its own fault for more than three (3) months of the scheduled Project commencement date, as specified in the Agreement, or it has failed to state the reasons for the delay where it has not obtained a consent for postponement of the Project commencement date;
  - 4) the Unit has discontinued the Project or has been implementing the Project in contravention of the Agreement or the applicable laws;
  - 5) the Unit has discontinued its business activities, liquidation proceedings have been instituted against the Unit or the Unit has been placed under administration;
  - 6) false or incomplete representations or documents have been made or provided in order to obtain the funding or in the course of Project implementation or during the Project durability period;
  - 7) irregularities have been identified at the Unit or the Unit has failed to remove their causes and effects within the time limit prescribed by the inspecting entity;
  - 8) the Unit has been in breach of the durability of operations condition set out in Article 71 of Regulation 1303/2013;
  - 9) the objective of the Project has not been achieved;
  - 10) an inspection or an interim assessment carried out by the Foundation indicates that the result of the evaluation of the Project will be negative;
  - 11) the Unit or the Foundation are subject to the obligation to refund the support under a decision of the European Commission;
  - 12) the prohibition referred to in Article 12.1 of the Act on the Effects of Assigning Work to Foreigners Unlawfully Present in the Territory of the Republic of Poland of 15 June 2012 has been ordered with respect to the Unit by a final court decision;

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<sup>6</sup> If applicable.



- 13) despite the obligation to repay amounts allocated to the implementation of programmes financed by the European Union, as referred to in Article 207.1 of the pfa, the Unit has failed to repay such amounts within fourteen (14) days of the date when the decision referred to in Article 207.9 of the pfa became final, unless the Unit has obtained a relief concerning the payment of such amounts due;
- 14) preparatory proceedings have been instituted against the Unit or against individuals which the Unit is responsible for under the Act on the Responsibility of Collective Entities for Punishable Offences of 28 October 2002, in a case which could have an effect on the implementation of the Project;

with the provision that in the event of violations related to an action or omission by the IRA Unit or Project Manager, the financing may be suspended or the agreement may be terminated with immediate effect, after a request for the IRA Unit to discontinue any of the aforesaid violations has been sent without effect and after an additional period of 7 days has been set for the violation to be remedied.

4. The Foundation may suspend the funding where the amount specified in the financial report is not due or the Foundation has taken action with respect to irregularities which could have an effect on the expenditure.
5. Termination of the Agreement shall not release the Unit from the obligation to file the progress report, the financial report and the final report, or from the obligation to retain the documents relating to the implementation of the Project in accordance with Sections 13.13 and 13.14 and to make them available at the request of the Foundation. The financial report and the progress report shall be filed by the Unit within twenty-five (25) days of the Agreement termination date and the final report – within thirty (30) days of the date of the Foundation’s acceptance of the last progress report and the last financial report, however, not later than on 15 January 2024.
6. The Unit shall not have the right to seek any damages if the Agreement is terminated in accordance with the provisions of Sections 14.1-14.3.
7. The Unit shall not be held liable for a failure to perform or inadequate performance of the Agreement as a result of force majeure. The Unit shall promptly notify the Foundation of the occurrence of force majeure and prove it by determining the influence it has had on the implementation of the Project.

## **§ 15**

### **Repayment of the funding and recovery of funds**

1. Any funds disbursed by the Foundation but not used under the Project shall be repaid within twenty-five (25) days of the Project completion date or Agreement termination date to such bank account as may be specified by the Foundation.
2. Any funds which have not been used in accordance with the eligibility criteria shall be repaid to such bank account as may be specified by the Foundation, within fourteen (14) days of the date of service of a repayment notice.
3. Subject to the provisions of this paragraph, in the event of termination of the Agreement, at the request of the Foundation the Unit shall repay:
  - 1) all the funds provided to it under the Agreement or at least that part of the grant which has been used improperly or in contravention of the Agreement or regarded as ineligible expenditure (depending on the scope of the Foundation’s request), within fourteen (14) days of the date of service of the request, along with interest accrued as for tax arrears for the period from the transfer of the funds to the Unit’s bank account

- to the date of their being repaid along with bank interest accrued on the amount of the funding provided as an advance payment;<sup>7</sup>
- 2) the equivalent of funds provided under the agreements referred to in Section 3.5, on the terms set out in Section 15.4.1, with the proviso that interest shall accrue as of the date of stipend payment to individual scholarship holders.
4. The Unit shall repay the funds in the event that inspection authorities identify a breach of the terms and conditions of Project implementation, as set out in the Agreement, national and European Union laws, and in particular where:
    - 1) it is identified that the funding granted has not been used in conformity with the Agreement;
    - 2) the funding has been received unduly;
    - 3) the amount of the funding received has been excessive;
    - 4) the provisions applicable to Project durability have not been complied with;
    - 5) the funding has been used in contravention of the procedures referred to in Article 184 of the pfa.
  5. In the circumstances referred to in Section 15.4, the Unit shall repay the funds in accordance with the provisions of Section 15.2, along with interest accrued as for tax arrears from the date of transfer of the funds to the Unit to the date of their repayment to such bank account as may be specified by the Foundation<sup>8</sup>.
  6. Funds should be repaid to such bank account as may be specified by the Foundation, with the following information specified:
    - 1) Agreement number;
    - 2) the principal amount and interest;
    - 3) the basis for the repayment;
    - 4) the year in which the funds being repaid were received.
  7. In the event that the funds are not repaid in whole along with interest accrued as for tax arrears, the payment shall proportionally count towards the repayment of the principal amount understood as the amount of the grant to be repaid (less interest) and interest accrued as for tax arrears in the ratio of the principal amount to interest as at the repayment date.
  8. For purposes of debt collection, the Foundation may grant an authorization to a third party to act on its behalf.
  9. The Unit shall cover the documented costs of debt collection measures taken against the Unit, in particular the costs of legal assistance provided by professional attorneys if any payment has been made to the Unit. The costs of debt collection measures incurred by the IRA Unit shall not exceed 10% of the debt to be collected or be lower than PLN 10,000 (say: ten thousand Polish zlotys).
  10. In exceptional duly justified cases, at a written and reasonable request of the Unit, the Foundation may waive its right to demand a repayment of settled funds or the right to demand the payment of interest, considering in particular the Unit's performance of the Agreement. The aforesaid solution may be used, for instance where the Project's failure resulted from the occurrence of force majeure and in situations unforeseeable before the commencement of the Project's implementation, and an analysis reveals that the Unit has been acting in conformity with national and European Union laws, the provisions in the Agreement, with due diligence and applying the standards set out in the European Charter for Researchers, and that the Project's failure was not the effect of an unauthorized act or omission on the part of the Unit's staff or representatives.

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<sup>7</sup> The repayment date means the date when the Unit's bank account is debited.

<sup>8</sup> See the explanation in footnote 6.

**§ 16**  
**Amendments to the Agreement – procedure and scope**

1. This Agreement may be amended by way of a unanimous statement of intent made by the Parties in writing, otherwise being null and void, subject to the provisions of Sections 16.3, 16.11, 16.12, 16.13 and 17. 8.
2. A need to amend the Agreement shall be communicated by the Unit no later than three (3) months before the expiry of the Project implementation period.
3. Any changes to:
  - 1) the Unit's address and representation method;
  - 2) the Unit's bank account numbershall not require an amendment to the Agreement but a prompt notice to the Foundation, subject to Section 16.4.
4. Should a payment be made by the Foundation into an incorrect bank account as a result of the Unit's failure to fulfil the obligation referred to in Section 16.3, any costs related to a subsequent transfer and any consequences of seeking the repayment of funds that constitute unjust enrichment of a third party, including the consequences of their loss, shall be borne by the Unit. The Unit shall assume joint and several liability with the unjustly enriched party and at the request of the Foundation, it shall repay the total amount of the funds transferred to a wrong account. The Foundation hereby represents that at the time when all the funds have been repaid, it shall transfer the right to any recourse financial claims against the unjustly enriched party to the Unit.
5. Any proposed changes to the Project which require the execution of an annex hereto shall be notified by the Unit in writing along with a statement of reasons and a proposal for reallocation of funds in the Project budget, broken down by the reporting periods. The Foundation shall be required to give its opinion on the reasonableness of the proposed change, taking account of the factors which influenced the selection of the Project and the impact of the proposed change on the Project results and Programme indicators.
6. A change to the Project as a result of which the Project would no longer meet the project selection criteria used as the basis for its evaluation, as laid down in the Competition Documentation, shall not be allowed.
7. A change to the Project as a result of which a grant would not be awarded for the Project at the time of its evaluation in the course of the project selection procedure shall not be allowed.
8. The Foundation may grant its consent for extension of the Project implementation period subject to the provisions of Sections 16.9 and 8.3.1 (b), in particular:
  - 1) where the Project implementation period identified in the Application is shorter than the maximum allowed period set in the Competition Documentation, the Project implementation period may be extended to reach the aforementioned maximum Project implementation period; or
  - 2) where the Project implementation period identified in the Agreement is the maximum allowed Project implementation period set in the Competition Documentation, the Project implementation period may be extended by no more than three (3) months.
9. Should the Project implementation period be extended by mutual agreement of the Parties as compared to the period set in the Application, the Project implementation period shall not be longer than until 30 June 2023.
10. Subject to the remaining provisions of the Agreement, the Unit shall submit requests for changes to the Project to the Foundation (along with a statement of reasons), also those which do not necessitate an introduction of any amendments to the Agreement, within fourteen (14) days of the occurrence of circumstances necessitating such a change. The

Foundation may refuse to introduce all or some of the proposed changes or request that changes other than those requested by the Unit be introduced to the Project.

11. Any changes to:
  - 1) the instalment payment schedule with respect to the reporting periods or reallocation of funds between instalments;
  - 2) the Project budget with respect to reallocation of funds between individual budget categories (while complying with the percentage thresholds for expenditure in the cost categories defined in the Competition Documentation or the Cost Eligibility Guide; changes resulting in modification of the agreed thresholds shall be tantamount to regarding the amounts in excess of the threshold as ineligible)shall not require an amendment to the Agreement introduced in the form of an annex but they shall require the Unit's introduction of changes to the instalment payment schedule or the Project budget through the IT system made available by the Foundation, their disclosure in the next financial report and approval by the Foundation.
12. Any changes to the time limits for the completion of individual measures and Project stages, as defined in the Project implementation schedule attached as Appendix no. 2 to the Agreement – where the change has no effect on the Project completion date specified in the Agreement – shall not require an amendment to the Agreement in the form of an annex but they shall require the Foundation's prior written consent.
13. No changes to the details included in the description of the IRA project implementation location referred to in Section 1.2.1 shall result in a deterioration of the Project implementation conditions. Such a change shall not require an amendment to the Agreement in the form of an annex, but it shall require a prompt notice to the Foundation and the Foundation's acceptance.
14. The Competition Documentation relating to the conditions to be satisfied by the Unit during the Project implementation period as well as the procedures to be applied during the Project implementation period may be updated also following the execution hereof, unilaterally by the Foundation, to which the Unit hereby consents. The Foundation shall notify the Unit of the update and its scope. Where an update of the Competition Documentation results in a conflict between the provisions of the Agreement and the updated Competition Documentation, the Parties shall promptly execute an annex to the Agreement to bring it into line with the up-to-date version of the Competition Documentation. Should the Unit, following the update, fail to agree to the changes resulting from the updated Competition Documentation, it shall continue to implement the Project on the existing terms (applicable prior to the update of the Competition Documentation), subject to the changes resulting from the Foundation's obligations to IA SGOP, in particular those resulting from future amendments to the agreement between the Foundation and IA SGOP, which amendments shall be implemented by the Unit.

## **§ 17 Communications**

1. In particular, the following forms of communication may be used by the Parties in the performance of the Agreement:
  - 1) registered mail;
  - 2) courier service;
  - 3) electronic mail.

2. Any representations, requests, notices and information shall be considered served upon the receipt of registered mail, courier service or the confirmation that the addressee has received the message in electronic form, respectively.
3. The correspondence shall be regarded as effectively delivered if either Party has failed to notify any changes to its correspondence address or the correspondence sent is returned with the postal operator's annotation that it could not be delivered, e.g. "the addressee has moved", "not accepted on time" or "unknown addressee".
4. Should either Party refuse to receive correspondence, it shall be considered that such correspondence has been delivered as at the date of the representation that the Party refuses to receive such correspondence.
5. Any correspondence relating to the performance of the Agreement should specify the Agreement number.
6. Addresses for service:
  - 1) the Foundation:  
Fundacja na rzecz Nauki Polskiej  
ul. Ignacego Krasickiego 20/22  
02-611 Warszawa
  - 2) the Unit:
7. The following individuals shall be responsible for day-to-day contact in relation to the performance of the Agreement:
  - 1) the Foundation:
    - a) a contact for Project implementation in terms of the subject matter:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_];
    - b) a contact for Project implementation in terms of finance:  
[\_\_\_\_\_] ,  
e-mail:[\_\_\_\_\_] , phone: [\_\_\_\_\_];
  - 2) the Unit:
    - a) a contact for Project implementation in terms of the subject matter:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_];
    - b) a contact for Project implementation in terms of finance:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_].
8. Should the data referred to in Sections 17.6 or 17.7 change, the Party which the change concerns shall promptly notify the other Party accordingly, no later than within fourteen (14) days of the date of data change. By the date of such notice, any correspondence sent to the previously used addresses shall be considered effectively delivered. Changes to the aforementioned data shall not require an annex to the Agreement.

## § 18 Final provisions

1. Any matters which have not been regulated herein shall be governed by the Competition Documentation, the provisions of the Civil Code and other domestic and, to the extent applicable, European Union laws of general application.

2. Should any doubts arise as to the meaning of the terms used in this Agreement, the definitions provided in par. II Definitions of Terms of the Competition Documentation shall apply.
3. With respect to time limits expressed in days – a day shall be construed as a calendar day. If the end of a time limit falls on a statutory holiday or on a Saturday, the next following business day shall be regarded as the last day of this time limit.
4. The day on which the bank account of the Foundation has been debited shall be regarded as the date of the transfer of funds to the Unit or the date of stipend payment.
5. Any doubts arising in the course of Project implementation and relating to the interpretation of the Agreement shall be resolved in the first place by way of negotiations conducted by the Parties. Should reasons for termination of the Agreement with immediate effect be identified, the Parties may resign from entering into negotiations.
6. Any disputes arising out of or in connection with the Agreement shall be settled by a common court having jurisdiction over the registered office of the Foundation.
7. Should:
  - 1) the agreement between IA SGOP and the Foundation be amended leading to an inconsistency or a conflict between the provisions of the Agreement and the aforesaid agreement or necessitating an amendment to the provisions of the Agreement;
  - 2) any changes be made to the documents referred to in the Agreement insofar as they result in an inconsistency or a conflict with the provisions of the Agreement, subject to Section 16.14;
  - 3) any part of the Agreement be found by a common court or another competent authority to be invalid or ineffective by virtue of the law;
  - 4) any provision of the Agreement or its part be found to be invalid, ineffective or unenforceable for any reason;
  - 5) new laws be enacted or the existing laws amended leading to an inconsistency of the Agreement or some of its provisions with the provisions of law, the provisions in force shall apply and at the same time  
the remaining provisions of the Agreement shall continue in full force and effect, whereas the Parties agree to modify or supplement the provisions of the Agreement so as to bring them into line with the aforesaid amendments, rulings, decisions or provisions.
8. In the event of a conflict between the Competition Documentation and the provisions of the Agreement, the latter shall prevail, subject to Section 18.2.
9. Any changes to the numbering of the paragraphs and sections of the Agreement shall have the same effect on the Agreements referred to in Section 3.5 so that its provisions shall apply accordingly in the places where the aforesaid Agreements contain references to the provisions hereof.
10. The Foundation shall be required to inform the Unit without delay of any and all circumstances which may jeopardize the timely performance of the Foundation's obligations hereunder.
11. This Agreement has been drafted and executed in two (2) counterparts, one for each Party.
12. This Agreement shall enter into force as of the date of its being executed by the last Party, with the proviso that where the Agreement is not executed by both Parties on the same day, the Foundation shall be the Party executing the Agreement as the last one.
13. This Agreement shall continue in full force and effect until the end of the Project durability period.
14. The following appendices shall form an integral part of the Agreement:
  - 1) the Project budget;
  - 2) the Project implementation schedule;
  - 3) the instalment payment schedule;
  - 4) the Unit's bylaws;

- 5) the international agreement;
- 6) the declaration regarding VAT eligibility;
- 7) the list of indicators, together with the methodology of calculation of the deliverable and direct result indicators;
- 8) the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Expert Panel<sup>9</sup>;
- 9) a power of attorney<sup>10</sup> ;
- 10) description of the IRA project implementation site.

On behalf of the Foundation

On behalf of the Unit

.....  
 (legible signature or  
 signature and stamp of a duly authorized  
 person)

.....  
 (legible signature or  
 signature and stamp of a duly authorized  
 person)

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<sup>9</sup> If applicable.

<sup>10</sup> Where the Agreement is executed by an individual(s) without statutory authorizations to represent the Unit.

**Model Grant Agreement  
under the International Research Agendas Programme  
for IRA Units which are joint units  
within the meaning of the Higher Education Law Act  
(competition no. 6/2016)**

(for IRAP units which do not have a legal personality)

**Agreement no.**

**Date of the Agreement:**

Agreement for the provision of a grant for the implementation of a project under the "International Research Agendas" programme of the Foundation for Polish Science, financed from the funds of the European Regional Development Fund as part of the Smart Growth Operational Programme, Priority Axis IV: Increasing the scientific research potential, Measure 4.3: International Research Agendas (hereinafter referred to as the "**Agreement**"), entered into by and between:

**the Foundation for Polish Science** with its registered office at ul. Ignacego Krasickiego 20/22 in Warsaw (02-611), entered in the register of associations, other social and professional organizations, foundations and independent public healthcare centres of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, under KRS number 0000109744, represented by:

1.
2.

hereinafter referred to as the "**Foundation**"

and

born on [ ] in [ ], residing in [ ]  
holding identity document no. [ ], and Polish resident identification number (PESEL) [ ],  
hereinafter referred to as the "**Project Manager**";

with its registered office in [ ], ul. [ ], entered in [ ]  
under number [ ], Tax Identification Number (NIP) [ ], within whose organisational structure, under Article 31 of the Act of 27 July 2005 – Higher Education Law, the international agreement of [ ], (attached as Appendix no. 5 hereto), Resolution no. [ ] of the Senate of [ ]



of [ ] (attached as Appendix no. 10 hereto)<sup>1</sup> and Order no. [ ] of the Rector of [ ] of [ ] (attached as Appendix no. [ ] hereto)<sup>2</sup> 11

[ ] has been established as a joint unit of [ ] and [ ] (research unit, hereinafter referred to as the “**IRA Unit**”), represented by:

[ ] - [ ] hereinafter referred to as the “**University**”,

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

## § 1

### Representations of the Parties and subject matter of the Agreement

1. The Foundation hereby represents that:
  - 1) on ....., it launched Competition no. 6/2016 as part of the “International Research Agendas” programme (hereinafter referred to as the “**Competition**” and the “**Programme**”, respectively), by publishing complete competition documentation for Competition no. 6/2016 (including appendices), setting out, among other things, the objective of the Programme, the terms for participating in the Competition, the project selection method as well as the conditions, including those applicable to the financing method, which should be satisfied by the grantees during implementation of the projects selected (hereinafter referred to as the “**Competition Documentation**”);
  - 2) after the competition procedure had been carried out, pursuant to resolution no. [ ] of the Management Board, dated [ ], the IRA Unit was awarded a grant (hereinafter also referred to as the “funding”) to implement the project entitled “[ ]” under the Programme (hereinafter referred to as the “**Project**”).
2. The University represents that an IRA Unit has been established within its organisational structure as a joint unit of the University and [ ], referred to as “[ ]”, which is the research unit where the Project will be implemented. Since the IRA Unit has no legal personality, the University shall be responsible for exercising the rights and obligations of the IRA Unit resulting from the Agreement, the Competition Documentation and the funding application for Project number [ ], with all the rights granted, and obligations and restrictions imposed on the IRA Unit also being granted and imposed on the University in the sense that the University shall warrant that they are complied with by and with respect to the IRA Unit. Any and all representations, consents, assurances and obligations made in the Agreement by the IRA Unit shall be deemed representations, consents, assurances and obligations made by the University as a Party to the Agreement, while all financial obligations of the IRA Unit under the Agreement shall constitute obligations of the University.

<sup>1</sup> If applicable.

<sup>2</sup> If applicable.

3. The IRA Unit represents that:
- 1) The Project shall be implemented in accordance with Project funding application no. [ ], filed as part of the Competition and consisting of three parts submitted at individual stages of the Competition (the aforesaid three parts of the funding application and the attachments shall hereinafter be referred to as the “**Application**”) and in accordance with the arrangements made by the Parties during the visit to the Project implementation location by representatives of the Foundation and by experts during the third substantive evaluation phase, including those set out in the description of the IRA project implementation location which constitutes Appendix no. 12 hereto.
  - 2) As at the date of the Agreement, it satisfies all the conditions set out in the Competition Documentation as the conditions whose satisfaction by the Applicant and the IRA Unit was required to receive funding, specifically those set out in par. V General Conditions of the Competition Documentation, including but not limited to the conditions that:
    - a) the main applicant: [ ], is the IRA Unit’s manager as at the date of the Agreement – the Project Manager, who is a party to the Agreement and is employed by the IRA Unit on a [ ] FTE basis in addition to serving the role of the research group’s leader; each subsequent IRA Unit manager shall also serve as the Project Manager;
    - b) the second applicant, [ ], serves the role of the research group’s leader and is employed by the IRA Unit on a [ ] FTE basis.<sup>3</sup>.
4. The IRA Unit hereby represents that the tasks falling within the scope of the Project are not and shall not be financed from other public sources, subject to Sections 4.5 and 4.6, during the period when they are financed under the Programme. If the leader of a research group and his/her team obtain funding for the implementation in the IRA Unit of a project other than that funded under the Programme, then the topics of research tasks implemented in the IRA Unit by that leader and his/her team must be within the scope of the research agenda presented in the Application, with potential subsequent modifications made by the International Scientific Committee (hereinafter referred to as the “**ISC**”).
5. The IRA Unit hereby represents that the eligible expenditure relating to the implementation of the Project, as approved by the Foundation, is not and shall not be financed from other sources.
6. The University represents that as at the day of the signing of the Agreement, it is not in arrears with the payment of any budgetary dues or with settlement of social security and health insurance contributions.
7. This Agreement sets out the terms and conditions of awarding the grant referred to in Section 1.1.2 as well as the rights and obligations of the Parties relating to the implementation of the Project.

## § 2

### Project implementation terms

1. The IRA Unit shall implement the Project from [ ] to [ ] (hereinafter referred to as the “**Project implementation period**”).
2. The IRA Unit shall implement the Project by performing research projects and tasks as well as other tasks – as specified in the Application or resulting from the Competition Documentation.

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<sup>3</sup> If applicable.

3. The IRA Unit and the Project Manager shall implement the Project with due care with a view to achieving the desired objectives of the Programme, as described in the Competition Documentation, in accordance with the valid national and European Union regulations.
4. The IRA Unit and the Project Manager shall achieve the goals and indicators set out in the Application and in the list of indicators along with the methodology for calculating the deliverable and direct result indicators, which constitutes Appendix no. 7 hereto, and they shall promptly notify the Foundation of any need to modify the indicators.
5. The IRA Unit and the Project Manager shall implement the Project in conformity with the Agreement, the up-to-date Application, the Competition Documentation, including the Cost Eligibility Guide for Measure 4.3 of the Smart Growth Operational Programme, attached to the Competition Documentation (hereinafter referred to as the “**Cost Eligibility Guide**”) – including any revisions thereof – subject to Section 16.14, as well as the applicable national and EU laws, specifically the rules laid down in European Union policies, including but not limited to provisions concerning competitiveness, public procurement, state aid, sustainable development and equal opportunities. The IRA Unit shall incur all the eligible expenditure in compliance with the principles of fair competition, effectiveness, openness and transparency, and it shall make every effort to avoid any conflict of interest understood as a lack of impartiality and objectivity.
6. Subject to the remaining provisions of the Agreement, the Project and the Application shall not be modified throughout the Project implementation period. Modifications to the Project or the Application shall be allowed in the cases specified in the Agreement and in the Competition Documentation, and in accordance with the rules laid down in the Agreement and in the Competition Documentation.
7. The Parties hereby agree that in the event of any doubts arising as to the valid version of the Application, the version in the possession of the Foundation shall prevail.
8. The fact that the Project qualifies for funding does not mean that all costs incurred in the course of its implementation will be regarded as eligible expenditure. Eligible costs are the costs required for the Project implementation and compliant with the terms and conditions set forth in the Agreement.
9. In the course of Project implementation and during the Project durability period, the IRA Unit undertakes:
  - 1) not to implement directly the results obtained through the implementation of the Project;
  - 2) to disseminate the results of the conducted research and development work to all entities interested in the economic application of said results, on the arms’ length principle or, if their commercial use is not a viable option, free of charge while maintaining equal access opportunities to said research results, taking into account copyright laws and industrial property laws.
10. As part of the Project, the IRA Unit shall not be entitled to grant any state aid<sup>4</sup>. Implementation of the Project shall be associated solely with the IRA Unit’s own activity within the scope in which the IRA Unit does not engage in business activities.
11. Where the Project satisfies the conditions set out in Article 61.6 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

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<sup>4</sup> In accordance with the Framework for State aid for research and development and innovation (OJ C 198, 27.6.2014, p. 1), part 2.2 – Indirect State aid to undertakings through public funded research and knowledge dissemination organisations and research infrastructures.

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 (hereinafter referred to as "**Regulation 1303/2013**"), the IRA Unit shall disclose any and all revenue, as defined in Article 61.1 of Regulation 1303/2013, generated in relation to the implementation of the Project, in accordance with the principles laid down in Article 61 of Regulation 1303/2013 and the applicable Guidelines concerning issues related to the preparation of investment projects, including revenue-generating projects, as well as hybrid projects for 2014-2020. As revenue may not be estimated reliably in advance using one of the methods referred to in Articles 61.3 or 61.5 of Regulation 1303/2013, where the Project generates revenue by the earlier of the date of expiry of three (3) years of the date of the Foundation's final payment application being settled by the Intermediary Authority for the Smart Growth Operational Programme (hereinafter referred to as the "**IA SGOP**")<sup>5</sup> or by the deadline for the submission of documents related to the closure of a programme specified in the regulations applicable to relevant funds, it shall be repaid by the IRA Unit on a proportional basis and deducted from the expenditure declared to the European Commission. The repayment shall be made on such terms as set out in the Procedure for revenue calculation and monitoring for beneficiaries receiving funding as part of priority axis IV of the Smart Growth Operational Programme.

12. The IRA Unit shall keep separate accounting records related to Project implementation, in accordance with the principle of transparency, as laid down in the Accounting Act of 29 September 1994, so that individual accounting transactions related to the Project may be identified.
13. In particular, the IRA Unit shall comply with the principles of fair competition and equal treatment of bidders in contract award procedures under the Project, in conformity with the Public Procurement Law of 29 January 2004 – where it is required to apply the provisions thereof – or the principle of competitiveness or market exploration laid down in the Guidelines on Eligibility of Expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, the Competition Documentation, specifically in the Cost Eligibility Guide.
14. Any agreements drafted by the IRA Unit, internal regulations or procedures, specifically: the contract award regulations and any other documents resulting in financial obligations for the IRA Unit, the work regulations, remuneration policy, organizational regulations (in particular the organizational structure), rules of the governing or any advisory bodies, shall be made available to the Foundation at its request throughout the term of the Agreement. The Foundation shall have the right to request the IRA Unit to introduce changes to the regulations, procedures or agreements resulting from the Competition Documentation and laws of general application, whereas the IRA Unit shall make all such requested changes promptly, no later than within the time limit specified for that purpose by the Foundation.
15. The IRA Unit shall:
  - 1) establish the ISC as a body of the IRA Unit on the terms set out in the Competition Documentation and shall maintain the ISC as the IRA Unit's body until the end of the Project durability period;
  - 2) ensure that during the Project implementation period, the IRA Unit shall in particular:
    - a) notify the Foundation of ISC meetings in advance and ensure that representatives of the Foundation may participate in ISC meetings;

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<sup>5</sup>The date of the Foundation's final payment application being settled by IA SGOP means the date of the transfer to the Foundation's bank account where funds are transferred as part of the Foundation's final payment application being settled, or as the date of final payment application approval in other cases. The Foundation shall promptly notify the IRA Unit of the Foundation's final payment application having been settled by IA SGOP.

- b) notify the Foundation promptly of any changes to the composition of the ISC following the expiry of the term of office or during the term of office, if applicable.
16. In particular, the IRA Unit shall ensure that:
- 1) The Project Manager serves the role of the IRA Unit Manager at least until the expiry of the first term of office defined for that role in accordance with the Competition Documentation. If the Project Manager is for any reason unable to perform the role of manager of the IRA Unit, and thus also the role of Project Manager, until the end of his/her term in office, the ISC shall hold a competition to select a new IRA Unit Manager according to the internal regulations adopted by the IRA Unit. Should a Project Manager cease to fulfil the role of IRA Unit Manager for any reason, the Agreement shall be automatically terminated or expire with respect to the Project Manager, while remaining in force with respect to its remaining parties, i.e. the Foundation and the University. Upon the expiry or termination of the Agreement with respect to the Project Manager, the University shall take over the roles and responsibilities of the Project Manager under the Agreement, also being obliged to appoint an acting Project Manager in accordance with the regulations in place at the IRA Unit, until the competition for the new IRA Unit Manager is resolved and until he/she assumes office. Where the function of acting Project Manager is not held by any of the IRA Unit research group leaders, until a person selected by the ISC and approved by the Foundation is appointed new IRA Unit Manager, the Foundation shall not approve the results of any other competitions for research group leaders or members.
  - 2) Throughout the Project implementation period the role of the IRA Unit Manager may only be served by a person who is both Project Manager and research group leader.
17. Upon submitting an application for the approval of a new IRA Unit Manager, who will also serve as Project Manager, the University also agrees to submit to the Foundation a statement signed by the new IRA Unit Manager to confirm that he/she has read the Agreement, is aware of the resulting obligations and undertakes to fulfil them in accordance with the Agreement, the up-to-date Application and Competition Documentation, including any revisions thereof, subject to Section 16.14. A specimen representation constitutes Appendix no. 13 hereto.
18. The IRA Unit shall ensure that:
- 1) the number of research groups and other individuals carrying out R&D work under the Project corresponds to the adopted research agenda as specified in the Application, with any amendments which may be made by the ISC or at the request of the Project Manager as a result of the second interim assessment conducted by the Foundation;
  - 2) it will cooperate closely with the partner being a leading foreign scientific centre, as specified in the Application, with a view to implementing good practices in the field of work organization and research performance at the IRA Unit and in order to ensure the participation of the partner IRA Unit's representatives or individuals recommended by the partner IRA Unit in the ISC. The international agreement constitutes Appendix no. 5 hereto;
  - 3) it has access to research infrastructure, specifically facilities and necessary equipment, on such terms as set out in the Competition Documentation.
19. In particular, the IRA Unit shall comply with the rules applicable to recruitment, work and funding as well as other rules applicable to the IRA Unit's staff, as laid down in the Competition Documentation.
20. The IRA Unit undertakes to apply for all approvals from the ethics committees or other committees and for other permits required by law that are necessary for the conduct of the relevant research prior to the start of the conduct of such research. The IRA Unit shall provide the Foundation, at its request, with copies of the aforementioned consents or

permits. The IRA Unit shall ensure that no research whose performance requires a consent or a permit under the applicable laws is conducted prior to receipt of all the necessary consents and permits.

21. The IRA Unit shall implement the Project in a manner ensuring a positive effect on the principle of sustainable development, within the scope specified in the Application.
22. During the Project implementation period and until the end of the Project durability period, the IRA Unit and the Project Manager shall not assign any rights, obligations or receivables under the Agreement to third parties without the written consent of the Foundation. The IRA Unit may apply to the Foundation to amend the Project in this regard, subject to Article 71.1.c of Regulation 1303/2013.
23. The Foundation shall not reserve any rights to the effects of the research resulting from the work carried out as part of the Project due to the award of the grant.
24. The Parties do not bear cross liability for damage arising through the fault of the other Party in relation to the performance of the Agreement or implementation of the Project.
25. Should the version of the guidelines referred to in Article 5 section 1 of the Act of 11 July 2014 on the Principles of Implementation of the Cohesion Policy Programmes Financed under the 2014-2020 Financial Perspective, as announced during the Project implementation, introduce solutions that are more beneficial to the IRA Unit, the more beneficial solutions shall apply from the day the Project implementation starts.

### **§ 3**

#### **Remuneration and stipends**

1. Should the Project Manager or another IRA Unit staff member be remunerated from funds of both the Project and another project implemented at the IRA Unit and financed by the Foundation, the sum of his/her remuneration under R&D projects implemented at the IRA Unit and financed by the Foundation shall not exceed the suggested amount of remuneration specified in the Competition Documentation. The Project Manager and other Project participants receiving remuneration or stipends for their work on the Project from Project funds shall not receive a stipend under another programme financed by the Foundation, with the exception of stipends received as part of the START programme.
2. The IRA Unit shall verify from time to time during Project implementation whether the employee receiving remuneration from the Project funds is not claiming a stipend in any other project financed by the Foundation and whether the total workload of that employee does not exceed 276 hours a month.
3. Where a staff member is working on the Project on a part-time basis at an IRA Unit, the remuneration he/she receives as part of the Project shall depend on the amount of time, calculated as a share of full-time equivalent, that he/she dedicates to the performance of tasks related to the implementation of the Project at the IRA Unit, and it shall not exceed the same percentage share of the suggested remuneration as specified in the Competition Documentation.
4. The IRA Unit shall notify the Foundation in the financial reports of the percentage share of full-time equivalent corresponding to the involvement in the Project of each staff member who receives remuneration from Project funds and of his/her total workload in hours per month. Should an employee's total workload exceed 276 hours monthly, the employee's remuneration from the Project funds shall constitute ineligible expenditure for each month in which 276 hours were exceeded.
5. The rules for claiming and disbursing personal scholarships for students and PhD students constitute the object of separate agreements signed at the request of the Project Manager between the Foundation, the Project Manager and the student or PhD student concerned.

The IRA Unit undertakes not to pay the students and PhD students any remuneration from the Project funds during the period when they claim stipends from the Project funds.

6. The IRA Unit undertakes to observe the expenditure eligibility criteria associated with the engagement of persons performing assignments under the Project as defined in the Cost Eligibility Guide.

#### § 4

##### Project value and grant amount

1. On the terms set out in the Agreement, the Foundation hereby awards a grant (funding) to the IRA Unit in the maximum amount of PLN [ ] (say: [ ] Polish zlotys), which represents 100% of the total amount of eligible expenditure under the Project.
2. The funds for the implementation of the Project shall be allocated as per the Project budget, which constitutes Appendix no. 1 to the Agreement (hereinafter referred to as the "**Project budget**").
3. The index of costs settled on a lump sum basis shall amount to 17% of the eligible expenditure shown in the remaining cost categories, excluding the subcontracting and cross-financing costs.
4. The Parties agree that the funds referred to in Section 4.1 shall be managed by the Project Manager. Expenditure by the IRA Unit of the financing provided by the Foundation, including the costs settled using the simplified (lump sum) method, shall be approved by the Project Manager. A division of the IRA Unit competent for financial affairs may refuse to approve the Project Manager's instruction concerning expenditure of the financing in the event of its non-compliance with applicable laws or the provisions of the Agreement.
5. Any expenditure in excess of the total amount specified in Section 4.1 shall be incurred by the IRA Unit on its own and shall be treated as ineligible expenditure.
6. The IRA Unit shall be obliged to provide by itself financing for the ineligible expenditures necessary for implementation of the Project.
7. Where the amount of eligible expenditure is changed, in particular as a result of modification of the scope of the Project, the amount of funding granted may either be increased or reduced in accordance with the provisions hereof and in accordance with the Competition Documentation, with the consent of the Foundation, with the proviso that no increase in the amount of the funding may result from adding new expenditure categories which have not been defined in the Competition Documentation.
8. The amount of funding may be reduced in particular where:
  - 1) the indicators have not been achieved – in which case the amount of funding may be reduced in proportion to the degree to which the indicators have not been achieved;
  - 2) the results of the interim assessment are negative;
  - 3) amounts to be repaid due to irregularities have been identified;
  - 4) the Foundation concludes that funds have not been used under the Project where the IRA Unit has not stated the reason for not using the funds or where the reasons provided are insufficient – in which case the Foundation shall have the right both to reduce the grant amount unilaterally and to modify the Project budget.

#### §5

##### Expenditure eligibility

1. The expenditure eligibility period shall correspond to the Project implementation period.
2. Any expenditure incurred by the IRA Unit prior to the commencement of the period referred to in Section 5.1 or following its expiry shall be regarded as ineligible expenditure.

3. In order to be regarded as eligible expenditure, the expenditure must in particular: be actually incurred by the IRA Unit in the period referred to in Section 5.1 in relation to the implementation of the Project, in accordance with the Agreement, the Competition Documentation, including the Cost Eligibility Guide, and be duly documented and stated in the financial report.
4. A list of eligible costs and the principles for documenting eligible expenditure have been laid down in the Cost Eligibility Guide. Should a version of the Cost Eligibility Guide published during Project implementation introduce solutions that are more beneficial to the IRA Unit, the more beneficial solutions shall apply from the day the Project implementation started.
5. Any payments from the bank account referred to in Section 6.3 shall only be made as payments for expenditure which meets the eligibility criteria for support under the Project, in the amount corresponding to the relevant funding.
6. The funds disclosed in the financial reports as costs settled using the simplified (lump-sum, O) method may be incurred solely in connection with the implementation of the Project.
7. Any expenditure incurred to finance value added tax (VAT, hereinafter referred to as "VAT") may be regarded as eligible expenditure if VAT is not refundable or deductible to the benefit of the IRA Unit, which shall be confirmed by the IRA Unit in the VAT eligibility declaration which constitutes Appendix no. 6 hereto.
8. Where the Unit is entitled to deduct VAT from the value of goods and services purchased under the Project or have it refunded following submission of the declaration referred to in Section 7, whether during the Project implementation period or the Project durability period as referred to in Section 9.2, the IRA Unit shall file an updated declaration with the Foundation.
9. The IRA Unit shall be obliged to return VAT that has previously been erroneously deemed not to be subject to deduction or refund, and for which the IRA Unit has received funding. The IRA Unit's liability in this respect shall cease to be due and payable from the day on which the IRA Unit becomes eligible to claim deduction or refund of VAT. If this is the case, the VAT shall be refunded under the terms set out in Section 15.2 plus interest in the amount set for tax arrears. The interest referred to in the preceding sentence shall accrue from the day the IRA Unit is provided with the financing from which the aforementioned VAT was funded, until the day of its return to the bank account designated by the Foundation. The time limit referred to in Section 15.2 shall run from the day on which the IRA Unit is served with the call to repay the funding.
10. In the event that the Agreement is terminated and subject to the remaining provisions hereof, any expenditure incurred by the IRA Unit under the Project may be regarded by the Foundation as ineligible expenditure.

## § 6

### Grant provision and settlement terms

1. The IRA Unit shall receive the grant in the form of advance payments, which shall be made in instalments in such amounts and on such terms as set out in the instalment payment schedule which constitutes Appendix no. 3 hereto. Where necessary, eligible expenditure approved by the Foundation may also be reimbursed.
2. The instalment payment schedule does not take account of funds allocated to personal scholarships for students and PhD students, which shall be paid on such terms as set out in the agreements referred to in Section 3.5. This section shall not apply to the grant amount allocated to payment of the aforesaid scholarships.



3. The grant shall be transferred to the University's interest-bearing bank account separated for the Project, number [ \_\_\_\_\_ ] (hereinafter referred to as the "**IRA Unit's bank account**"). In commercially justified cases, the bank account may be non-interest bearing.
4. The first instalment shall be paid within fourteen (14) days of receipt by the Foundation of a properly completed and signed Agreement along with all the necessary documents, however, no earlier than on the commencement date of the Project implementation period.
5. The second and subsequent instalments shall be transferred promptly after the Foundation's approval of the financial and progress reports (where the payment date of the instalment falls after the submission date of the progress report), subject to the provisions hereof, in particular the rules laid down in the instalment payment schedule.
6. The second and subsequent instalments shall be paid provided that:
  - 1) properly filled-in and complete financial and progress reports have been filed by the IRA Unit (where the payment date of the instalment falls after the date of the submission of the progress report);
  - 2) the results of verification of the financial and progress reports are positive and the financial and progress reports are approved (where the payment date of the instalment falls after the submission date of the progress report), including the Foundation's approval of the eligible expenditure reported by the IRA Unit;
  - 3) at least 70% of advance payments made previously by the Foundation have been settled by the IRA Unit.
7. The highest advance payment under the Project shall not exceed 20% of the grant amount referred to in Section 4.1 hereof.
8. The settlement of the advance payment shall consist in reporting eligible expenditure incurred against the advance payment in the financial report and such expenditure being approved by the Foundation.
9. The amount of funding received as an advance payment and not used by the end of the financial year, shall be made available to the IRA Unit in the following financial year and kept in the IRA Unit's bank account.
10. The IRA Unit shall be obliged to return the bank interest accrued in the IRA Unit's bank account during a given calendar year on the amount of funding transferred as an advance payment by January the 20th of the year following payment of the advance, by way of a separate funds transfer to the bank account designated by the Foundation.
11. The IRA Unit shall not be entitled to receive any damages in the event of late payment of the funding, in particular as a result of:
  - 1) a lack or a shortage of funds in the financial plan or in the Foundation's bank account separated for the Programme;
  - 2) the IRA Unit's failure to perform or inadequate performance of the Agreement;
  - 3) delay in the disbursement of the funding due to the factors beyond the Foundation's control;
  - 4) suspension of payment of the funding in such circumstances as specified in the Agreement;
  - 5) a refusal by the competent authorities, including the European Commission, to provide support from public funds, whether to the IRA Unit or to the Foundation.
12. If the delay in the funds payment referred to in Section 11.1 and 11.3 exceeds 30 days from the date following the day the Foundation approved the IRA Unit's last financial report that the IRA Unit was obliged to submit under the Agreement and at the same time when the funds in the IRA Unit's bank account are insufficient to meet the previously contracted financial obligations related to the Project implementation, the IRA Unit may terminate the Agreement as per Section 14.1. Section 15.10 may apply under such circumstances.

## §7

### Reporting and Project implementation monitoring

1. The IRA Unit shall inform the Foundation on an ongoing basis of the progress in Project implementation, specifically as regards the achievement of the specified indicators and the use of funds, so that the IRA Unit's implementation of the Project may be monitored by the Foundation, with the proviso that:
  - 1) The IRA Unit shall file progress reports with the Foundation, concerning the Project as a whole, promptly after the expiry of each twelve (12) consecutive calendar months of Project implementation, however, no later than within twenty-five (25) days of the expiry of the aforementioned period. The Project commencement date shall be the beginning of the aforementioned period;
  - 2) The IRA Unit shall file financial reports with the Foundation, concerning the Project as a whole, no less frequently than every six (6) calendar months starting from the Project commencement date, promptly after the expiry of the aforesaid period, however, no later than within twenty-five (25) days of its expiry. The financial report may be filed earlier in the event that the IRA Unit has used 70% of the advance payments received prior to the expiry of the aforementioned period. In the case specified in the preceding sentence, the financial report shall cover full calendar months and the time limits for the filing of the next financial report shall run from the first day of the following month;
  - 3) a lack of expenditure shall not release the IRA Unit from the obligation to file the financial report within the prescribed time limit;
  - 4) The final report shall be filed by the IRA Unit with the Foundation no later than within thirty (30) days of the date of the Foundation's approval of the last periodic reports as referred to in Sections 7.1.1 and 7.1.2, but not later than on 15 January 2024;
  - 5) The IRA Unit shall provide information concerning Project implementation within the scope defined by the Foundation, on an ongoing basis, in particular the deliverable and result indicators achieved, data concerning research group leaders and staff engaged to conduct research and development work as well as data concerning the scientific partners.
2. The reports referred to in Section 7.1 shall be filed by the IRA Unit in hard copy and electronically, in the form set out by the Foundation.
3. Reports in electronic form shall be submitted and the data referred to in Section 7.1.5 shall be transferred using an IT system made available by the Foundation. The IRA Unit shall not disclose the access data to its account in the aforementioned system to unauthorised parties.
4. The progress and financial reports shall be signed by the IRA Unit Manager.
5. The financial report shall be supplemented by the IRA Unit with:
  - 1) a report of eligible expenditure; and
  - 2) at the request of the Foundation, copies of documents confirming that such expenditure has been incurred.
6. The financial report will be examined by the Foundation within 30 days of its receipt. Where the information contained in the progress or financial reports is not complete or the progress or financial reports contain errors, at the request of the Foundation the Unit shall submit the missing or corrected documents within fourteen (14) days of receipt of the relevant comments from the Foundation. At the request of the IRA Unit or Project Manager, the Foundation may extend the aforementioned deadline for submission of a revised report by a further 14 days. Furthermore, the Foundation may request the provision of authenticated copies of all or selected documents confirming that the expenditure has been incurred.

7. The IRA Unit's failure to provide the missing information or to eliminate errors identified in the financial report within the time limit specified in Section 7.6 may result in:
  - 1) rejection of the report; or
  - 2) acceptance of the report only with regard to the costs approved by the Foundation.
8. The Foundation may correct obvious typographical or calculation errors identified in the financial report and/or in the statement of eligible expenditure, of which the IRA Unit shall promptly be notified. The above changes do not require the IRA Unit to revise the report in this regard.
9. The Foundation may engage a third party to evaluate the implementation of the Project and the financial or progress report submitted.
10. Once the report has been verified, the Foundation shall notify the IRA Unit of the result in electronic form.
11. The first and the third progress report shall be subject to the interim assessment referred to in Section 8.2.
12. At the request of and within the time limit specified by the Foundation, the IRA Unit and the Project Manager shall provide financial information and statistical data concerning the Project in addition to any information and explanations relating to the implementation of the Project at a written request of the Foundation and within the time limit specified therein.
13. The IRA Unit and the Project Manager shall promptly notify the Foundation of any irregularities, risks and issues relating to the implementation of the Project, including its intention to discontinue the Project.

## **§ 8**

### **Evaluation and interim assessment**

1. Both during the Project implementation period and during the durability period, the IRA Unit shall cooperate in the area of evaluation with the Foundation or IA SGOP or such entities as may be duly authorised by the Foundation or IA SGOP, in particular:
  - 1) by providing any information and documents concerning implementation of the Project which could be necessary for the purposes of evaluation;
  - 2) by providing information concerning the economic effects and other benefits derived from the implementation of the Project;
  - 3) participate in surveys and interviews and make available the information required for evaluation purposes.
2. The IRA Unit shall submit to an interim assessment conducted by the Foundation at least twice during the Project implementation period, in accordance with the dates and scope indicated in the Competition Documentation.
3. The interim assessment may result, without limitation, in:
  - 1) where the result is positive:
    - a) an increase in the amount of funding granted to the Unit;
    - b) an extension of the Project implementation period for any period of time, not exceeding the period indicated in Section 16.9;
  - 2) where the result is negative:
    - a) a reduction of the amount of funding granted to the Unit;
    - b) a shortening of the Project implementation period;
    - c) non-payment of funds for the purposes of establishing new research groups;
    - d) termination of the Agreement.

## § 9 Durability of the Project

1. The IRA Unit shall ensure durability of the effects of the Project, in accordance with Article 71 of Regulation 1303/2013, subject to Section 9.2.
2. The IRA Unit shall ensure the durability of the effects of the Project from the Project completion date determined in accordance with Section 2.1 of the Agreement until the expiry of five (5) years from the date of the Foundation's final payment application being settled by IA SGOP<sup>6</sup> (hereinafter referred to as the "**Project durability period**").

## § 10 Scientific reliability

1. The IRA Unit and the Project Manager shall comply with the Code of Ethics of the Laureates and Beneficiaries of the Foundation for Polish Science.
2. The IRA Unit shall collect as appropriate and store all source data and research and experiment results, in addition to ensuring that they are reliable, and it shall oblige each of its research group leaders to fulfil these obligations.
3. The IRA Unit shall provide access to the data and results referred to in Section 10.2 promptly at each request of the Foundation, so as to enable their evaluation.

## § 11 Promotion and information

1. The IRA Unit shall inform the public of the fact that implementation of the Project has been financed with European Union funds, both during Project implementation and following its completion during the Project durability period.
2. To the extent specified in Section 11.1, the IRA Unit shall comply with par. 2.2 Responsibilities of the beneficiaries of Annex XII to Regulation 1303/2013 and 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. As regards the information about and promotion of the Project, the IRA Unit shall take the measures defined in the Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020 with respect to information and promotion, as published at [www.poir.gov.pl](http://www.poir.gov.pl) (hereinafter referred to as the "**Manual for Applicants and Beneficiaries**") and in the manual for the Foundation's grantees with respect to the promotion of programmes financed by the European Union, as published at [www.fnp.org.pl](http://www.fnp.org.pl).
4. The IRA Unit shall place permanently, in the Project implementation location, no later than within two (2) months of the Project commencement date, a clearly visible information and commemorative board with the dimensions of at least 70 cm (width) x 50 cm (height). The aforesaid board shall be marked in accordance with the requirements set out in the Manual for Applicants and Beneficiaries, include the logotype of the Foundation and the following name: "Program Międzynarodowe Agendy Badawcze" (International Research Agendas Programme). The obligation to display the relevant notice board shall rest with the IRA Unit regardless of the amount of funding received.

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<sup>6</sup> See the explanation in footnote 5.

5. The IRA Unit shall mark documents relating to the implementation of the Project, promotional and information materials as well as assets purchased or depreciated/amortized under the Project in compliance with the Manual for Applicants and Beneficiaries and the manual for the Foundation's grantees with respect to the promotion of programmes financed by the European Union, as published at [www.fnp.org.pl](http://www.fnp.org.pl).
6. The IRA Unit shall make written reference to the Foundation for Polish Science in all scientific publications or other materials (such as conference presentations) and also, if possible, use the logotype of the Foundation. The IRA Unit shall only use the official name of the Foundation and the logotype available at the Foundation's website for this purpose.
7. The IRA Unit shall provide information on both the Project being supported with funds made available by the European Union under the Smart Growth Operational Programme and on the Foundation's role during conferences, seminars and other presentations in public.
8. Upon the signing of the Agreement, the Project Manager shall authorise the Foundation to publish his/her image and information concerning his/her research work for information and promotional purposes. The authorisation shall also remain effective after the end of Project implementation.
9. Throughout the implementation of the Agreement and after its end, the Project Manager shall publicly present the outcomes of the Project at the Foundation's request in such form, location and at such time as may be specified by the Foundation.
10. The IRA Unit hereby authorises the Foundation to publish the images of each Unit Manager and the research group leaders along with information regarding their scientific activity for information and promotional purposes, and represents that it holds or shall acquire the right to grant the aforementioned authorisation and also retain such a right following completion of the Project.
11. The IRA Unit shall ensure – in case it is requested so by the Foundation – that the Project Manager and the research group leaders present the results of the Project in public, in such form, place and at such time as may be specified by the Foundation, in the course of performance of the Agreement or following its expiry.
12. The Foundation has the right to inform the public about the IRA Unit's achievements in a way which does not prevent the IRA Unit from applying for exclusive rights to the solutions, including inventions, utility models or industrial designs to which the IRA Unit is entitled.

## § 12

### Personal data protection

1. The Foundation hereby represents that it shall be the controller of the personal data contained in the Application, in the Agreement, in the reports referred to in Section 7.1 and submitted to the IT system of the Foundation (for which the Foundation acts as the personal data controller) in the course of Project implementation, and that the aforementioned data shall be processed in conformity with the Personal Data Protection Act of 29 August 1997 (hereinafter referred to as the "**Act**").
2. The Parties hereby represent that the personal data referred to in Section 12.1 shall be processed by the Foundation for the purposes of organising and implementing the Foundation's programmes, in particular, performance of the Agreement, reporting, evaluation, verification of documents relating to expenditure incurred under the Project, inspections, audit and archiving.
3. The IRA Unit and the Project Manager hereby acknowledge that:
  - 1) the personal data provided by them to the Foundation shall be processed in compliance with the Act;

- 2) in relation to the personal data provided by them to the Foundation, they shall hold the rights specified in Article 32 of the Act, in particular the right to access and correct the data and the right to request discontinuance of their processing; and
- 3) provision of personal data by them to the Foundation is voluntary but necessary for the signing of the Agreement.
4. For the purpose of due implementation of the Agreement, the IRA Unit outsources to the Foundation, under Article 31 of the Act, the personal data of the persons engaged in implementation of the Project of which it is the administrator, to the extent required for enforcement of the provisions of the Agreement.
5. When processing the personal data outsourced to it by the IRA Unit, the Foundation undertakes to apply the provisions of the Regulation of the Minister of Internal Affairs and Administration of 29 April 2004 concerning Documentation of Personal Data Processing and Technical and Organizational Conditions to be Satisfied by IT Devices and Systems used to Process Personal Data.
6. As regards the outsourced personal data, the Foundation undertakes to:
  - 1) provide the IRA Unit with information on the processing of the outsourced personal data;
  - 2) allow only the persons holding personalised authorisation to process outsourced personal data to process such data;
  - 3) promptly notify the IRA Unit of any breaches of security of the outsourced personal data;
  - 4) maintain a register of individuals authorised to process the personal data obtained in the course of performance of the Agreement;
  - 5) preserve the confidentiality of the information accessed by the Foundation in connection with the performance of the Agreement, as well as of the safeguards used with respect to such information. The aforementioned obligation shall survive the termination of the Agreement.

### § 13

#### **Document verification, inspections, audit and document retention**

1. The IRA Unit shall submit to the verification of the documents relating to the expenditure incurred under the Project (hereinafter referred to as “**document verification**”), inspections and audits in respect of the Project, including inspections of the IRA Unit or the Project, along with all research groups, at each request by the Foundation or entities duly authorised by the Foundation or by other competent institutions, in particular by IA SGOP or another institution duly authorised to conduct inspections or audits under separate legislation.
2. At the request of the Foundation or the entities or institutions referred to in Section 13.1, the IRA Unit shall make available in its registered office (in one room) any documents relating to the Project and the Agreement. The IRA Unit undertakes to make available the documentation that is arranged in an orderly manner and properly described. The scope of an inspection may also include any documents relating to the expenditure incurred under the Project. If necessary, the IRA Unit shall also make available documents which are not directly related to its implementation.
3. The IRA Unit shall provide the Foundation or the entities or institutions referred to in Section 13.1 with access to rooms and facilities where the Project is being implemented and to IT systems and electronic documents relating to the Project, ensure that individuals capable of providing explanations concerning the implementation of the Project are present and provide any explanations concerning the implementation of the Project.

4. Failure to make available all the documents required for document verification, inspection and audit, or refusal to provide information or to grant access to the sites directly associated with implementation of the Project shall be treated as prevention of document verification, inspection or audit.
5. Document verification, inspection and audit may be conducted both at the IRA Unit's registered office and at the site of implementation of the Project.
6. The Foundation shall notify the IRA Unit in writing of the entity responsible for the verification, duly authorised by the Foundation to verify the documents, no later than fourteen (14) days before the planned document verification date. The entity responsible for the verification shall notify the IRA Unit of document verification in writing.
7. The Foundation shall inform the IRA Unit in writing of the scope and dates of the planned inspection no later than seven (7) days before the planned inspection date. The Foundation hereby reserves the right to conduct an ad hoc inspection, in particular having learnt of irregularities in the implementation of the Project or the occurrence of any other material negligence on the part of the IRA Unit. An ad hoc inspection shall not require the submission of prior notice to the IRA Unit.
8. Having conducted an inspection, the Foundation shall prepare a post-inspection report, which shall be sent to the IRA Unit by regular mail. The IRA Unit shall have the right to provide clarifications and comments to the post-inspection memorandum. Should recommendations be provided in the post-inspection report, the IRA Unit shall implement such recommendations within the time limit prescribed in the report.
9. Should the Foundation have any reservations concerning the correctness of the eligible expenditure incurred by the Unit or the way the Agreement is performed, it shall notify the IRA Unit accordingly in writing and have the right to suspend the payment of funding until the reservations have ultimately been resolved.
10. Should any irregularities be discovered in the course of the inspection examining the appropriateness of eligible expenditures incurred, the Foundation or another institution authorised to hold an inspection may conduct an inspection aimed at checking once again the eligibility of expenditures and the appropriateness of the manner in which the Agreement is performed.
11. The IRA Unit shall have the Project audited by a third party in accordance with Article 34.1.2 of the Science Financing Act of 30 April 2010. The audit should commence after 50% of the planned expenditure related to the implementation of the Project has been incurred but no later than at the time when 80% of the planned expenditure relating to the Project has been incurred.
12. The IRA Unit shall store post-inspection memoranda, post-inspection recommendations or other equivalent documents drawn up by the institutions and entities referred to in Section 13.1 and the audit reports over a period not shorter than the period referred to in Sections 13.13 and 13.14 (unless a longer period of storage is required by law). The IRA Unit shall provide the Foundation with the copies of the aforementioned documents, excluding the documents drawn up as a result of document verification conducted by an entity authorised by the Foundation or an inspection conducted by the Foundation, without delay, however not later than within 7 days of the date of their receipt.
13. The IRA Unit shall archive any and all data concerning implementation of the Project, specifically documents related to financial and technical management, the procedures applicable to signing agreements with contractors, in a manner ensuring availability, confidentiality and security in accordance with Article 140 of Regulation 1303/2013 until the expiry of two (2) years from the date of IA SGOP settlement of the Foundation's final

payment Application<sup>7</sup> (unless a longer period is required by the applicable laws, and subject to the provisions of Section 2.14).

14. The Foundation may extend the period for which the IRA Unit is obliged to retain the Project-related documents, of which the IRA Unit shall be notified by the Foundation prior to the expiry of the aforementioned period. Extension of the documentation storage period may apply also to selected document types.
15. The IRA Unit shall inform the Foundation of the place or any changes to the place where documents are archived and it shall ensure access to the aforementioned documents.

## **§ 14**

### **Procedure and terms of Agreement termination and suspension of the funding**

1. Either Party may terminate the Agreement giving 60-days' notice. Notice of termination shall be given in writing and it shall state the reasons for termination of the Agreement. Additionally, the University and the Project Manager shall inform the Foundation by e-mail or regular mail of its intention to give notice of termination at least twenty-one (21) days before the date of giving such notice.
2. Where the Agreement is terminated by the Project Manager, it is terminated only with respect to that Project Manager, but remains effective with respect to the other Parties, i.e. the Foundation and the University. The duties of the Project Manager under the Agreement shall be taken over by the University on the terms set out in Article 2.16.1.
3. The Foundation may suspend funding with immediate effect or terminate the Agreement in writing with 60-days' notice, in particular where:
  - 1) the IRA Unit has refused to submit to document verification, inspection or audit, or made their performance difficult or failed to implement the post-inspection recommendations within the prescribed time limit;
  - 2) the IRA Unit has made legal and organisational changes to its status which have not previously been approved in writing, in particular those that could threaten the appropriate implementation of the Project or the achievement of Project goals;
  - 3) the IRA Unit has failed to file a progress report or financial report within the prescribed time limit or to provide information and explanations to a submitted report at the request of the Foundation;
  - 4) the IRA Unit has failed to correct a report containing incomplete information or errors within the prescribed time limit;
  - 5) the IRA Unit or the Project Manager has failed to present information or clarifications concerning implementation of the Project;
  - 6) the IRA Unit has failed to promote the Project in accordance with the Agreement;
  - 7) further implementation of the Project by the IRA Unit is impossible or inexpedient;
  - 8) an event of force majeure has occurred;
  - 9) the IRA Unit has failed to fulfil its obligations applicable to Project evaluation or audit;
  - 10) no progress has been achieved in the implementation of the Project, as a result of which it may reasonably be assumed that the Project will not be completed;
  - 11) the IRA Unit has failed to satisfy the conditions referred to in the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Panel of Experts, which constitutes Appendix no. 8 hereto<sup>8</sup>;
  - 12) The IRA Unit or Project Manager fail to implement the Project in accordance with the Agreement, the up-to-date Application and Competition Documentation;

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<sup>7</sup> See the explanation in footnote 5.

<sup>8</sup> If applicable.



with the provision that in the event of violations related to an action or omission by the IRA Unit or Project Manager, financing may be suspended or the agreement may be terminated with 60 days' notice, after a request for the IRA Unit to discontinue the violations has been sent without effect and after an additional period of 7 days has been set for the violation to be remedied.

4. The Foundation may suspend funding or terminate the Agreement in writing with immediate effect where:
  - 1) the IRA Unit or the Project Manager has used the funding for a purpose other than that intended, received the funding unduly or in an excessive amount;
  - 2) the IRA Unit has used the funding in contravention of the procedures laid down in Article 184 of the Public Finance Act of 27 August 2009 (hereinafter referred to as the "pfa");
  - 3) the IRA Unit is late with the commencement of the Project for reasons within its control for more than three (3) months from the scheduled Project commencement date, as specified in the Agreement, or it has failed to state the reasons for the delay where it has not obtained consent to postpone the Project commencement date;
  - 4) the IRA Unit or the Project Manager has discontinued implementation of the Project or implements the Project in violation of the provisions of the Agreement or in breach of law;
  - 5) the IRA Unit has discontinued its business activities, liquidation proceedings have been instituted against the Unit or the Unit has been placed under administration;
  - 6) false or incomplete representations or documents have been made or provided in order to obtain the funding, or in the course of Project implementation, or during the Project durability period;
  - 7) irregularities have been identified at the IRA Unit or the Unit has failed to remove their causes and effects within the time limit prescribed by the inspecting entity;
  - 8) the IRA Unit has been in breach of the durability of operations condition set out in Article 71 of Regulation 1303/2013;
  - 9) the objective of the Project has not been achieved;
  - 10) an inspection or an interim assessment conducted by the Foundation indicates that the result of the evaluation of the Project will be negative;
  - 11) the IRA Unit or the Foundation are subject to the obligation to refund the support under a decision by the European Commission;
  - 12) the prohibition referred to in Article 12.1 of the Act on the Effects of Assigning Work to Foreigners Unlawfully Present in the Territory of the Republic of Poland of 15 June 2012 has been ordered with respect to the IRA Unit or Project Manager by a final court decision;
  - 13) despite the obligation to repay amounts allocated to the implementation of programmes financed by the European Union, as referred to in Article 207.1 of the pfa, the IRA Unit has failed to repay such amounts within fourteen (14) days of the date when the decision referred to in Article 207.9 of the pfa became final, unless the IRA Unit has obtained a relief concerning the payment of such amounts due;
  - 14) preparatory proceedings have been instigated against the Project Manager, the IRA Unit or against individuals for whom the Unit is responsible under the Act on the Responsibility of Collective Entities for Punishable Offences of 28 October 2002, in a case which could have an effect on the implementation of the Project.

with the provision that in the event of violations related to an action or omission by the IRA Unit or Project Manager, the financing may be suspended or the agreement may be terminated with immediate effect, after a request for the IRA Unit to discontinue any of the aforesaid violations has been sent without effect and after an additional period of 7 days has been set for the violation to be remedied.

5. The Foundation may suspend funding where the amount specified in the financial report is not due, or the Foundation has taken action with respect to irregularities which could have an effect on the expenditure.
6. Termination of the Agreement shall not release the IRA Unit from the obligation to file the progress report, the financial report and the final report, or from the obligation to retain the documents relating to implementation of the Project in accordance with Sections 13.13 and 13.14 and to make them available at the request of the Foundation. The financial report and the progress report shall be filed by the IRA Unit within twenty-five (25) days of the Agreement termination date, and the final report within thirty (30) days of the date of the Foundation's acceptance of the last progress report and the last financial report, however, not later than 15 January 2024.
7. The IRA Unit shall not have the right to seek any damages if the Agreement is terminated in accordance with the provisions of Sections 14.1-14.4.
8. The IRA Unit and the Project Manager shall not be liable for non-performance or improper performance of the Agreement due to the operation of Force Majeure. The IRA Unit and the Project Manager shall be obliged to promptly notify the Foundation of the occurrence of Force Majeure and shall substantiate the existence of Force Majeure by defining its impact on the implementation of the Project.

## **§ 15**

### **Repayment of the funding and recovery of funds**

1. Any funds disbursed by the Foundation but not used under the Project shall be repaid within twenty-five (25) days of the Project completion or Agreement termination date to such bank account as may be specified by the Foundation.
2. Any funds which have not been used in accordance with the eligibility criteria shall be repaid to such bank account as may be specified by the Foundation, within fourteen (14) days of the date of service of a repayment notice.
3. Subject to the provisions of this paragraph, in the event of termination of the Agreement, at the request of the Foundation the IRA Unit shall repay:
  - 1) all the funds provided to it under the Agreement, or at least that part of the grant which has been used improperly or in contravention of the Agreement or regarded as ineligible expenditure (depending on the scope of the Foundation's request), within fourteen (14) days of the date of service of the request, along with interest accrued as for tax arrears for the period from the transfer of the funds to the IRA Unit's bank account to the date of their being repaid<sup>9</sup> along with bank interest accrued on the amount of the funding provided as an advance payment;
  - 2) the equivalent of funds provided under the agreements referred to in Section 3.5, on the terms set out in Section 15.4.1, with the proviso that interest shall accrue from the date of stipend payment to individual scholarship holders.
4. The IRA Unit shall be obliged to return the financing upon discovery by the control bodies of a breach of the rules and of the terms and conditions of implementation of the Project as defined in the Agreement, acts of national and European Union law, and especially in the event that:
  - 1) it is identified that the funding granted has not been used in conformity with the Agreement;
  - 2) the funding has been received unduly;
  - 3) the amount of funding received has been excessive;
  - 4) the provisions applicable to Project durability have not been complied with;

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<sup>9</sup>The day of return shall be understood to mean the day on which the IRA Unit's bank account is debited.

- 5) the funding has been used in contravention of the procedures referred to in Article 184 of the pfa.
5. In the circumstances referred to in Section 15.4, the IRA Unit shall repay the funds in accordance with the provisions of Section 15.2, along with interest accrued as for tax arrears from the date of transfer of the funds to the IRA Unit until the date of their repayment<sup>10</sup> to such bank account as may be specified by the Foundation.
6. Funds should be repaid to such bank account as may be specified by the Foundation, with the following information specified:
  - 1) Agreement number;
  - 2) the principal amount and interest;
  - 3) the basis for the repayment;
  - 4) the year in which the funds being repaid were received.
7. In the event that the funds are not repaid in full along with interest accrued as for tax arrears, the payment shall proportionally count towards the repayment of the principal amount understood as the amount of the grant to be repaid (less interest) and interest accrued as for tax arrears in the ratio of the principal amount to interest as at the repayment date.
8. For the purpose of collecting its receivables, the Foundation may grant a third party power of attorney to act on its behalf.
9. The IRA Unit shall cover the documented costs of debt collection measures taken against it, in particular the costs of legal assistance provided by professional attorneys if any payment has been made to the IRA Unit. The costs of debt collection measures incurred by the IRA Unit shall not exceed 10% of the debt to be collected or be lower than PLN 10,000 (say: ten thousand Polish zlotys).
10. In exceptional duly justified cases, at the written and reasonable request of the IRA Unit, the Foundation may waive its right to demand a repayment of settled funds or the right to demand the payment of interest, considering in particular the IRA Unit's performance of the Agreement. The solution described above may be applicable, e.g. when failure of the Project was due to a force majeure event and in situations which could not be predicted before the start of Project implementation if an analysis conducted shows that the IRA Unit acted in compliance with national and European Union laws, the provisions of the Agreement, with due diligence and applying the standards described in the European Charter for Researchers, and the Project's failure was not due to the IRA Unit employees' or representatives' unauthorised action or failure to act;

## **§ 16**

### **Amendments to the Agreement – procedure and scope**

1. This Agreement may be amended by way of a unanimous statement of intent made by the Parties in writing, otherwise being null and void, subject to the provisions of Sections 16.3, 16.11, 16.12, 16.13 and 17.8.
2. Any need to amend the Agreement shall be communicated by the University or Project Manager no later than three (3) months before the expiry of the Project implementation period.
3. Any changes to:
  - 1) the University's address and representation method;
  - 2) the IRA Unit's bank account number;
  - 3) the Project Manager's address and identity document

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<sup>10</sup> See the explanation in footnote 9.

shall not require an amendment to the Agreement but a prompt notice to the Foundation, subject to Section 16.4.

4. Should a payment be made by the Foundation into an incorrect bank account as a result of the IRA Unit's failure to fulfil the obligation referred to in Section 16.3, any costs related to a subsequent transfer and any consequences of seeking the repayment of funds that constitute unjust enrichment of a third party, including the consequences of their loss, shall be borne by the IRA Unit. The IRA Unit shall be liable jointly and severally with any unjustly enriched third party and shall be obliged to return, at the Foundation's request, the full amount which was transferred to the bank account with the wrong number. At the time the full amount is returned, the Foundation shall declare that it transfers to the IRA Unit the title in any and all recourse financial claims it may hold against the unjustly enriched third party.
5. Any proposed changes to the Project which require the drawing up of an annex hereto shall be announced by the IRA Unit or the Project Manager in writing along with a statement of reasons and a proposal for reallocation of funds in the Project budget, broken down by the reporting periods. The Foundation shall examine whether the proposed change is reasonable, taking account of the factors which influenced the selection of the Project and the impact of the proposed change on the Project results and Programme indicators.
6. No change to the Project as a result of which the Project would no longer meet the project selection criteria used as the basis for its evaluation, as laid down in the Competition Documentation, shall be allowed.
7. No change to the Project as a result of which a grant would not be awarded for the Project at the time of its evaluation in the course of the project selection procedure, shall be allowed.
8. The Foundation may agree to an extension of the Project implementation period, subject to Sections 16.9 and 8.3.1b, in particular in the following cases:
  - 1) where the Project implementation period identified in the Application is shorter than the maximum allowed period set in the Competition Documentation, the Project implementation period may be extended to the aforementioned maximum Project implementation period; or
  - 2) where the Project implementation period identified in the Agreement is the maximum allowed Project implementation period set in the Competition Documentation, the Project implementation period may be extended by no more than three (3) months.
9. Should the Project implementation period be extended by mutual agreement of the Parties as compared to the period set in the Application, the Project implementation period shall not be longer than until 30 June 2023.
10. Subject to the remaining provisions of the Agreement, the IRA Unit and the Project Manager shall submit requests for changes to the Project to the Foundation (along with a statement of reasons), including those which do not necessitate any amendments to the Agreement, within fourteen (14) days of the occurrence of circumstances necessitating such a change. The Foundation may refuse to introduce all or some of the proposed changes, or request that changes other than those requested by the IRA Unit and the Project Manager be introduced to the Project.
11. Any changes to:
  - 1) the instalment payment schedule with respect to the reporting periods or reallocation of funds between instalments;
  - 2) the Project budget with respect to reallocation of funds between individual budget categories (while complying with the percentage thresholds for expenditure in the cost categories defined in the Competition Documentation or the Cost Eligibility Guide;

changes resulting in modification of the agreed thresholds shall be tantamount to regarding the amounts in excess of the threshold as ineligible); shall not require an amendment to the Agreement in the form of an annex, but they shall require the IRA Unit to introduce changes to the instalment payment schedule or the Project budget through the IT system made available by the Foundation, and their disclosure in the next financial report and approval by the Foundation.

12. Any changes to the time limits for the completion of individual measures and Project stages, as defined in the Project implementation schedule attached as Appendix no. 2 hereto – where the change has no effect on the Project completion date specified in the Agreement – shall not require an amendment to the Agreement in the form of an annex, but they shall require the Foundation's prior written consent.
13. No changes to the details included in the description of the IRA project implementation location referred to in Section 1.3.1 shall result in a deterioration of the Project implementation conditions. Such a change shall not require an amendment to the Agreement in the form of an annex, but it shall require a prompt notice to the Foundation and the Foundation's acceptance.
14. The Competition Documentation relating to the conditions to be satisfied by the IRA Unit during the Project implementation period as well as the procedures to be applied during the Project implementation period may be also updated following the execution hereof, unilaterally by the Foundation, to which the University and the Project Manager hereby consent. The Foundation shall notify the University and the Project Manager of any updates and their scope. Where an update of the Competition Documentation results in a conflict between the provisions of the Agreement and the updated Competition Documentation, the Parties shall promptly sign an annex to the Agreement to bring it into line with the up-to-date version of the Competition Documentation. Should the University or Project Manager fail to give their consent, following the update, to the amendments arising from the updated Competition Documentation, they shall be obliged to continue implementation of the Project on the previously applicable terms and conditions (from before the update of the Competition Documentation), except for the amendments arising from the Foundation's obligations towards IA SGOP, in particular those arising from the future amendments to the agreement between the Foundation and IA SGOP, which amendments the University and the Project Manager are obliged to enforce.

## **§ 17 Communications**

1. In particular, the following forms of communication may be used by the Parties in the performance of the Agreement:
  - 1) registered mail;
  - 2) courier service;
  - 3) electronic mail.
2. The representations, requests, notices and information shall be deemed served, respectively, upon receipt of a registered letter, receipt of a courier parcel or securing of acknowledgement of receipt by the addressee of the written communication sent via electronic mail.
3. Correspondence shall be regarded as effectively delivered if the Party has failed to notify the Foundation of any changes to its correspondence address or the correspondence sent is returned with the postal operator's annotation that it could not be delivered, e.g. "the addressee has moved", "not accepted on time" or "unknown addressee".

4. Should the Party refuse to accept written communication, such communication shall be deemed delivered on the day the Party makes a declaration about its refusal to accept such communication.
5. All written communication associated with performance of the Agreement shall bear the number of the Agreement.
6. The Parties' addresses for notices shall be as follows:
  - 1) For the Foundation:  
Fundacja na rzecz Nauki Polskiej  
ul. Ignacego Krasickiego 20/22  
02-611 Warszawa
  - 2) For the Project Manager:
  - 3) University:
7. The following persons shall be authorised to act as contact persons within the framework of ongoing performance of the Agreement:
  - 1) For the Foundation:
    - a) contact for Project implementation with regard to the subject matter:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_];
    - b) contact for Project implementation with regard to finance:  
[\_\_\_\_\_] ,  
e-mail:[\_\_\_\_\_] , phone: [\_\_\_\_\_];
  - 2) For the Project Manager:  
e-mail:[\_\_\_\_\_] , phone: [\_\_\_\_\_];
  - 3) University:  
contact for Project implementation with regard to the subject matter:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_];
  - a) contact for Project implementation with regard to finance:  
[\_\_\_\_\_] ,  
e-mail: [\_\_\_\_\_] , phone: [\_\_\_\_\_].
8. Should the data referred to in Sections 17.6 or 17.7 change, the Party which the change concerns shall promptly notify the other Party accordingly, no later than within fourteen (14) days of the date of data change. Until such notice, any correspondence sent to the previously used addresses shall be considered effectively delivered. Changes to the aforementioned data shall not require an annex to the Agreement.

### **Article 18 Final Provisions**

1. Any matters not regulated by the Agreement shall be governed by the provisions of the Competition Documentation, the provisions of the Civil Code and other national and, to the extent applicable, European Union laws of general application.

2. Should any doubts arise as to the meaning of the terms used in this Agreement, the definitions provided in par. II Definitions of Terms of the Competition Documentation shall apply.
3. With respect to time limits expressed in days – a day shall be construed as a calendar day. If the end of a time limit falls on a public holiday or on a Saturday, the business day immediately following will be deemed to be the last day of the time limit concerned.
4. The date of the transfer of funds to the IRA Unit or the date of stipend payment shall be understood to mean the day on which the bank account of the Foundation is debited.
5. Any doubts arising in the course of Project implementation and relating to the interpretation of the Agreement shall be resolved in the first place by way of negotiations conducted by the Parties. Should any reasons for termination of the Agreement with immediate effect be identified, the Parties may resign from entering into negotiations.
6. Any disputes arising out of or in connection with the Agreement shall be settled by a common court having jurisdiction over the registered office of the Foundation.
7. Should:
  - 1) the agreement between IA SGOP and the Foundation be amended leading to an inconsistency or a conflict between the provisions of the Agreement and the aforesaid agreement or necessitating an amendment to the provisions of the Agreement;
  - 2) any changes be made to the documents referred to in the Agreement insofar as they result in an inconsistency or a conflict with the provisions of the Agreement, subject to Section 16.14 of the Agreement;
  - 3) any part of the Agreement be found by a common court or other competent authority to be invalid or ineffective by virtue of the law;
  - 4) any provision of the Agreement or its part be found to be invalid, ineffective or unenforceable for any reason;
  - 5) new laws be enacted or existing laws amended leading to an inconsistency of the Agreement or some of its provisions with the provisions of law, the provisions in force shall apply and at the same time  
the remaining provisions of the Agreement shall continue in full force and effect, whereas the Parties agree to modify or supplement the provisions of the Agreement so as to bring them into line with the aforementioned amendments, rulings, decisions or provisions.
8. In the event of a conflict between the Competition Documentation and the provisions of the Agreement, the latter shall prevail, subject to Section 18.2.
9. Any changes to the numbering of the paragraphs and sections of the Agreement shall have the same effect on the Agreements referred to in Section 3.5 so that its provisions shall apply accordingly in the places where the aforementioned Agreements contain references to the provisions hereof.
10. The Foundation shall be obliged to promptly inform the IRA Unit and the Project Manager about any circumstances posing a risk to the Foundation performing its obligations arising from the Agreement in a timely manner;
11. This Agreement has been drawn up and executed in two language versions – Polish and English – in three identical counterparts, one for each Party. Should there be any discrepancies between the Polish and the English language versions, the Polish version of the Agreement shall be binding.
12. The Agreement shall take effect on the day of its signing by the last of the Parties and, when not all Parties sign the Agreement on the same day, the Foundation shall be the Party signing the Agreement as the last one.
13. This Agreement shall continue in full force and effect until the end of the Project durability period.
14. The following appendices shall form an integral part of the Agreement:
  - 1) the Project budget;

- 2) the Project implementation schedule;
- 3) the instalment payment schedule;
- 4) the document setting out the operating principles of the IRA Unit;
- 5) the international agreement;
- 6) declaration regarding VAT eligibility;
- 7) list of indicators with the methodology of calculation of the deliverable and direct result indicators;
- 8) the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Panel of Experts<sup>11</sup>;
- 9) a power of attorney<sup>12</sup>;
- 10) a resolution of the University's Senate establishing the IRA Unit<sup>13</sup>;
- 11) a resolution of the University's Rector establishing the IRA Unit<sup>14</sup>;
- 12) description of the IRA project implementation site;
- 13) specimen representation of the IRA Unit Manager.

For the Foundation

For the Project Manager

University

.....  
 (legible signature  
 or signature and stamp  
 of a duly authorised person)

.....  
 (legible signature)

.....  
 (legible signature  
 or signature and stamp  
 of a duly authorised person)

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<sup>11</sup> If applicable.

<sup>12</sup>Where the Agreement is executed by an individual(s) without statutory authorisations to represent the IRA Unit.

<sup>13</sup> If applicable.

<sup>14</sup> If applicable.