

FRAMEWORK COOPERATION AGREEMENT NO.

concluded on in Warsaw, by and between:

The Foundation for Polish Science, with its seat in Warsaw, at ul. I. Krasickiego 20/22, entered in the register of associations, other social and professional organisations, foundations and public healthcare centres, forming part of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Economic Department, under number 0000109744, NIP [Tax Identification Number] 526-03-11-952, REGON [statistical number] 012001533, represented by:

1. – a proxy
2. – a proxy

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

and

....., residing at,
PESEL [National Identification Number]¹,
(for persons conducting business activity)

conducting business activity under the following name:, in
..... (postal code) at, town/city
....., entered in the Central Register and Information on Economic Activity, NIP:
....., REGON:

hereinafter referred to as “**the Expert**,” acting personally,

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

§ 1.

Definitions of the terms used herein shall be as follows:

- 1) **Principles** – the principles of cooperating with experts at the Foundation for Polish Science under Measure 4.4 of the Smart Growth Operational Programme 2014-2020, as published on the Foundation's website;
- 2) **Assessment** – an expert opinion or an opinion of a different kind, depending on the type of work specified in detail in the Order;
- 3) **Order** – a proposal concerning the Assessment or any other task to be performed for the benefit of the Foundation, as part of which at least the following elements are determined: the task type, remuneration, detailed principles and dates of task performance, as well as the Expert's role in selecting the projects for co-financing, or performance of other tasks connected with the execution of the rights and obligations of the Foundation, as arising from the project financing agreement or from the Board's decision regarding project financing;
- 4) **Data Sheet** – the Expert's data sheet necessary for maintaining contact with the Expert, and for financial settlement of the Order – a data sheet template is provided in Appendix 1 hereto;
- 5) **Agreement** – this framework cooperation agreement;
- 6) **Act** – the Act of 11 July 2014 on the principles of implementation of the Cohesion Policy programmes, financed under the 2014-2020 Financial Perspective (Journal of Laws of 2017, item 1460, as amended);
- 7) **List** – a list of expert candidates as part of SG OP, as referred to in Article 68a, Par. 11 in connection with of the Act.

§ 2.

¹ If the Expert does not have a PESEL number recorded in the General Electronic Civil Registration System, the identification number for tax or social security purposes, obtained in the country where the Expert has his/her place of residence, should be provided, along with the type of the number and the place of its issue, and in case no such number is available, the number of an ID document obtained in that country, along with the type of the number and the place of its issue.

1. This Agreement establishes cooperation between the Foundation and the Expert and determines the framework terms and conditions for placing and implementing Orders.
2. By concluding the Agreement with the Expert, the Foundation shall not be obliged to provide the Expert with any Orders. If the Expert does not receive any Order, he/she shall not be entitled to make any claims in this respect, or to receive any remuneration for the waiting period.

§ 3.

1. The Foundation undertakes to
 - a) place its Orders in compliance with the Principles, as well as with the terms and conditions stipulated herein,
 - b) provide the Expert with any documentation necessary to properly implement the Orders,
 - c) pay the remuneration due for the implemented Orders, under the terms and conditions stipulated herein,
 - d) notify the Expert in writing or by e-mail of any changes to the Principles, not later than upon placing the Order once such changes have been introduced.
2. In specific cases as defined herein, the Foundation shall have the right to
 - a) refuse to pay remuneration to the Expert,
 - b) impose contractual penalties on the Expert.

§ 4.

1. The Expert undertakes to implement Orders on time, and perform the role defined therein. In justified cases, the Order implementation period may be extended by the Foundation, at the request of the Expert, when deemed necessary for the proper implementation of the Order.
2. The Order implementation shall entail developing works, in the form of written opinions and substantive evaluations, or co-creating written ratings of the projects recommended for financing, which should be author's own works, customised and prepared directly by the Expert, without assistance from any third parties, and in particular without being delegated to any third parties. The conditions for the work's being deemed to constitute a work within the meaning of Article 1 of the Act of 4 February 1994 on copyright and related rights shall further be satisfied.
3. The Expert undertakes:
 - a) to perform the work specified in the Order in a fair, reliable and lawful manner, to the best of his/her knowledge and in compliance with the principles determined for a given programme, competition or undertaking.
 - b) not to establish any unauthorised contacts with the applicant/contractor whose documents he/she has received in connection with the Order throughout the Order implementation period,
 - c) not to accept any salaried work connected with the project concerned by the Order by the time the project implementation has not been completed,
 - d) to submit the relevant impartiality and confidentiality statement on every occasion, with respect to the applicant/project contractor, using the template forming Appendix 2 hereto, or a different statement/declaration which the Expert receives prior to commencing the Order implementation; the said statements may be submitted via the local electronic system of the Foundation,
 - e) to provide detailed clarifications regarding the implemented Order at the request of the Foundation,
 - f) to comply with the provisions of the Act, as well as with the terms and conditions of the competitions relevant for the Order, and in particular with the working rules and regulations of the relevant Project Assessment Committee,
 - g) to participate in the meetings of the Project Assessment Committee, or the Appeals Committee, when required under the project assessment rules, and under the relevant rules and regulations governing the competitions or the Project Assessment Committee's work, and when stipulated in the Order implemented by the Expert,
 - h) to submit the Data Sheet, using the template forming Appendix 1 hereto, prior to completing the implementation of the first Order; the data covered by the Data Sheet may be submitted via the local electronic system of the Foundation.

- i) to immediately notify the Foundation in writing or by e-mail of any changes to the aforementioned data, by providing the Foundation with an updated version of the Data Sheet or by updating the data via the local electronic system of the Foundation.
4. In the event of any conflict of interest occurring in the course of the Order implementation, the Expert shall immediately notify the Foundation of this fact. The Expert shall further resign from the Order implementation unless the principles stipulated for a given programme, competition or undertaking, as referred to in the Order, stipulate otherwise.
5. The Expert shall notify the Foundation of the following circumstances within 14 days of their occurrence:
 - a) being deprived of full civil/public rights,
 - b) being deprived of full legal capacity,
 - c) being convicted by a legally binding sentence for an intentional offence or an intentional fiscal offence,
 - d) being found by a legally binding disciplinary commission decision in violation of the ethical principles in science.

§ 5.

1. The amount of remuneration payable to the Expert shall be determined in the Order in each case.
2. The payment of remuneration to the Expert shall be conditioned on:
 - a) fulfilling the obligations referred to in §4 (3) hereof,
 - b) providing the Foundation with the Assessment, based on the terms and conditions defined both in the Order and herein,
 - c) the Expert's submitting the relevant statements/declarations, in electronic or paper format (as specified in the Order), referred to in §4 (3)(d) hereof,
 - d) the Expert's submitting the Data Sheet referred to in §4 (3)(h) hereof, unless it has already been provided to the Foundation in connection with a previous Order,
 - e) if the provided documentation contains errors or needs to be supplemented –removing the errors or providing the missing documents in observance of the deadlines set by the Foundation.
3. Should the Expert fail to perform the activities referred to in Par. 2 above, the Order shall be deemed non-performed, and the Expert shall not be entitled to remuneration.
4. Remuneration shall be paid within 30 days from the Foundation's confirming the Order implementation, and the Expert's providing the Foundation with complete data included in the Data Sheet, as required for fulfilling the tax obligations arising on the part of the Foundation.
5. The remuneration payment date shall be the date of charging the Foundation's bank account.
6. The Foundation shall confirm the Order implementation within no more than 30 days from completing all the activities referred to in Par. 2 above.
7. The remuneration payment shall be made by transfer to the bank account indicated by the Expert in the Data Sheet. The Expert may not assign the remuneration due for the Order performance to any third parties.
8. In the event of the Expert's violating any of the obligations referred to in §4 or §5 hereof, the Foundation may demand that the Expert pay a contractual penalty in the amount not exceeding a half of the remuneration payable to the latter in respect of the Order implementation.
9. Notwithstanding the foregoing, in the situation referred to in Par. 8, the Foundation may terminate the Agreement with immediate effect and with no remuneration.
10. The contractual penalty referred to in Par. 8 shall not prevent the Foundation from seeking damages on general principles, in the event of the actual value of the damage exceeding the amount of the contractual penalty.

§ 6.

1. As part of the remuneration for the Order implementation, the Expert shall transfer to the Foundation all the property copyright to the works referred to in § 4 (2), which constitute works within the meaning of the Act of 4 February 1994 on copyright and related rights, hereinafter referred to as “the Works,” without limitations as to the territory, time and number of copies, in all fields of use known upon the Agreement conclusion, and in particular as regards:

- a) recording the Works,
 - b) copying the Works by means of any technique, whether permanently or temporarily,
 - c) marketing the Works,
 - d) entering the Works to computer memory and IT network servers, distributing the Works through a multimedia network,
 - e) disseminating the Works by any means, and in any form, to make them available for use,
 - f) publicly performing and screening, displaying, showing or broadcasting the Works, by means of any media, including in such a way that any person may obtain access to them at any place and time,
 - g) using the Works in whole or in part, or combining them with other works, as well as developing compilations by the addition of new elements, updates, modification, changes of colour, size or content, whether in whole or in part, and translation into other languages.
2. The Expert further authorises the Foundation to make, or entrust third parties with making, compilations of the Works, including in particular adaptations, modifications, changes and updates, and to use and disseminate such compiled works (under a derivative copyright) as referred to in Par. 1, with a possibility of transferring the right to third parties without the Expert's consent. The Expert shall not be entitled to any additional remuneration in this respect.
 3. The transfer of rights, as referred to in this paragraph, shall take place upon the Expert's transferring the Works under the provisions hereof. Upon transfer of the rights, the ownership title to carrier on which the Work has been recorded shall also be transferred to the Foundation.
 4. The Expert hereby authorises the Foundations (i.e. grants a permission to the Foundation) to decide on marking the Expert's work results with his/her first name or surname, or disseminating them on an anonymous basis.
 5. The Expert declares that the Works shall not violate any third party rights, including in particular copyrights or personal rights, and also that the personal and property copyright to the Works is vested exclusively in the Expert, and is not limited by any third party rights.
 6. The Expert shall be responsible towards the Foundation for any legal defects in the Works, and in particular for any potential claims made by third parties in connection with copyright violation in the course of the Order performance.
 7. In the event of any third party's making any claims against the Foundation, in connection with copyright violation, the Expert shall satisfy such claims and release the Foundation from the obligation to provide any redress in this respect.
 8. In the event of identifying any irregularities in the statement referred to in Par. 5, or any legal defects in the Works, the Foundation shall be entitled to withdraw from the Agreement or demand the repayment of remuneration, along with the statutory interest calculated for a period from the date of remuneration payment to the date of repayment. In any of the situations specified in this paragraph, the Foundation shall also be entitled to seek compensation for the whole damage it has sustained.

§ 7.

1. The Foundation declares that it acts as the Controller of personal data included in this Agreement, and in any documents provided in connection herewith, and also that these data shall be processed in compliance with the Act of 10 May 2018 on the protection of personal data (hereinafter “the Act”) and Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation) (hereinafter “the Regulation”).
2. The Parties declare that personal data shall be processed exclusively for the purposes connected herewith, as well as with a view to settling, inspecting and archiving the project which provides grounds for financing the remuneration payable to the Expert.
3. Personal data shall be processed for the duration hereof, and for the document archiving period.
4. The Expert's personal data included in the Data Sheet shall be hereunder processed by the Foundation acting as the personal data controller.
5. The Foundation reserves the right to process, in connection herewith and to the extent as necessary for the performance hereof, other personal data than the ones included in the Data

- Sheet. The Foundation, however, states that no sensitive data, as referred to in Article 9 (1) of the Regulation, shall be processed.
6. The Expert acknowledges that:
 - a) in any matters related to personal data protection he/she may contact the Data Protection Officer appointed by the Foundation, at the following e-mail address: iodo@fnp.org.pl;
 - b) in connection with the personal data provided by the Expert, he/she shall enjoy the rights envisaged in the Act and the Regulation, and in particular the right to access such data, rectify or remove them, or limit their processing, the right to object to their processing, the right to transfer data, and the right to appeal to the supervisory body, i.e. the President of the Personal Data Protection Office;
 - c) the personal data in question shall be provided to external entities, i.e. to banks, the Social Insurance Institution, Fiscal Offices, the Intermediary Authority, the Managing Authority, verifying companies, etc.
 - d) no decisions regarding the Agreement performance, connected with using the personal data being processed, shall be made in an automated manner, which also implies that such personal data shall not be the subject of profiling;
 - e) the provision of personal data by the Expert is necessary for the conclusion of this Agreement, and for the implementation of its provisions, and it directly arises from the Act.
 7. For the purpose of the proper performance hereof, the Foundation, acting in the mode of Article 28 of the Regulation, entrusts the Expert with the processing of personal data included in the project grant applications and appendices thereto, with the Foundation's acting as their controller.
 8. The Expert shall process the following types of personal data entrusted by the Foundation:
 - a) first (middle) names and surnames,
 - b) series and numbers of ID documents,
 - c) place of residence,
 - d) service addresses,
 - e) e-mail addresses,
 - f) phone numbers,
 - g) PESEL (national identification) numbers,
 - h) date of birth,
 - i) age,
 - j) gender,
 - k) place of work,
 - l) citizenship,
 - m) education,
 - n) place of education.
 9. The personal data so entrusted shall only be processed for the duration hereof.
 10. The Expert shall process personal data at a documented request of the Foundation, which shall be deemed submitted upon placing the Order to the Expert.
 11. The Expert undertakes to maintain confidentiality in respect of the processing of personal data, as entrusted hereunder.
 12. The Expert shall take the technical and organisational measures required under the Regulation, with a view to providing the optimum protection of personal data entrusted to him/her. In addition, he/she shall assist the Foundation, acting as the personal data controller, in fulfilling the obligations stipulated in the Regulation as regards reporting the cases of violation of personal data protection to the supervisory body, and notifying the data subject of any violation of personal data protection.
 13. The Expert shall comply with all the conditions defined in the Regulation, regarding the use of services rendered by other processing entities.
 14. Where possible, the Expert, by taking the adequate technical and organisational measures, shall assist the Foundation, acting as the personal data controller, in fulfilling the obligation to respond to any demands made by the data subjects as part of the rights vested in them.
 15. In the event of termination hereof, the Expert shall immediately, but not later than within 14 calendar days, remove all the personal data the processing of which has been entrusted to him/her. This shall include removal of such data from any electronic carriers at his/her disposal.

16. The Expert shall provide the Foundation, acting as the personal data controller, with any information necessary to prove the satisfaction of the obligations stipulated in this paragraph, and shall enable the auditor and the Foundation to conduct audits and inspections.
17. Pursuant to Article 82, Par. 2 of the Regulation, the Expert shall be held liable for any damage resulting from its action, in connection with his/her failure to satisfy the obligations imposed by the Regulation directly on the Expert, or in case the Expert acts outside or against the Data Controller's instructions which are compliant with the law. The Expert shall be held liable for any damage resulting from his/her failure to use the adequate means of security.

§ 8.

1. Any materials provided to the Expert by the Foundation in connection with the implementation of Orders, as well as developed in the course of such performance, whether in written, graphic, electronic or other format, shall be confidential and may not be disseminated to any third parties, or otherwise disclosed, without the written consent of the Foundation.
2. The confidentiality obligation shall not apply to any information:
 - a) which has been publicly available at the time of its disclosure, or becomes publicly available after its disclosure without the Expert's violating the provisions hereof;
 - b) which was available to the Expert prior to its disclosure by the Foundation, on condition that there are no legal impediments to its further disclosure;
 - c) which is obtained by the Expert after its disclosure by the Foundation from a different source, on condition that there are no legal impediments to its further disclosure;
 - d) the disclosure of which is required under generally binding legal regulations.
3. Any information obtained from the Foundation in connection with the implementation of Orders shall be used by the Expert only for that specific purpose.
4. The Expert shall be held liable for any damage sustained by the Foundation in connection with the Expert's violating the confidentiality obligation referred to in this paragraph.

§ 9.

1. The Agreement may be terminated by either Party with observance of a 30-day notice period, or on the principles stipulated otherwise in the Agreement.
2. The Foundation shall terminate the Agreement with the Expert with immediate effect under any of the following circumstances:
 - a) the Expert no longer enjoys full civil rights,
 - b) the Expert no longer has full legal capacity,
 - c) the Expert has been convicted by a legally binding sentence for an intentional offence or an intentional fiscal offence,
 - d) the Expert has lost the required authorisations in the area of the operational programme, adequate for performing the role of an expert in the grant project selection process or any tasks related to the execution of the rights and obligations of the Foundation, as arising from the project financing agreement, or from the Board's decisions regarding project financing,
 - e) the Expert has made a false statement or declaration, or has provided the false data referred to in §4 (2)(d) and (h) hereof,
 - f) the Expert has been hired by the Managing Authority, the Intermediary Authority or the Implementing Authority for the Smart Growth Operational Programme – as regards experts performing Assignments as part of SG OP for the benefit of the Foundation,
 - g) the Expert has refused to perform the Order three times without any justified reason,
 - h) the Expert has been found in violation of the ethical principles in science, by a legally binding disciplinary commission decision,
 - i) the Board has found, based on the FNP Ethical Commission's opinion, that the expert is in violation of the ethical principles in science,
 - j) the Foundation has become aware of other circumstances, not listed under points (a)-(h), rendering the impartial and reliable performance of an expert function impossible,
 - k) the Expert has submitted a written request to be removed from the List,
 - l) the Expert has withdrawn his/her consent to his/her personal data being included in the List,
 - m) the Expert has died.

§ 10.

1. This Agreement shall be binding from the date of the Expert's accepting the first Order.
2. This Agreement is concluded for an unspecified period. Upon conclusion hereof, any previous agreements made between the Parties, including their annexes, concerning the subject-matter hereof, shall cease to apply.
3. The rights and obligations, as well as liabilities of the Expert, as arising hereunder, may not be transferred to any third parties without the prior written consent of the Foundation.
4. Any amendments hereto shall require written form, provided, however, that no change to the Principles shall constitute an amendment hereto.
5. Any matters not regulated hereunder, and concerning the Order implementation, shall be governed by the provisions of the applicable documents drawn up for the purposes of individual programmes/competitions relevant for the Order.
6. Any correspondence connected with the performance of this Agreement or individual Orders shall be sent to the following addresses:
 - a) **For the Foundation:**
Fundacja na rzecz Nauki Polskiej, ul. I. Krasickiego 20/22, 02-611 Warszawa,
e-mail address: the return address from which the Order has been sent or fnp@fnp.org.pl
 - b) **For the Expert:**
the mailing and e-mail addresses indicated in the Data Sheet
7. The Expert shall abstain from disclosing the access data to the e-mail address provided herein to any third parties, and to protect and treat such access data as confidential.
8. Any disputes arising in connection herewith, not settled through negotiations, shall be settled by the common court having jurisdiction over the seat of the Foundation.
9. The Agreement has been drawn up in two counterparts, one for each Party.
10. The following appendices hereto shall constitute an integral part hereof.
 - a) Appendix 1 – A data sheet template containing data regarding the Expert, necessary for maintaining contact with the Expert, and for financial settlement of the Order
 - b) Appendix 2 – A template of Expert's statements on impartiality and the lack of conflicts of interest, on confidentiality, and on satisfying the premises referred to in Article 68a of the Act.

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On behalf of the Foundation

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The Expert