

**MODEL<sup>1</sup> FUNDING AGREEMENT**  
**under Measure 4.4 of the Smart Growth Operational Programme**  
**for the entities that are not beneficiaries of state aid**

Agreement No. ....

**Date of the Agreement** .....

Funding Agreement for the Project entitled “.....” in the TEAM-NET competition, funded by the European Regional Development Fund under the Smart Growth Operational Programme 2014-2020 (SG OP), Axis IV: Increasing the research potential, Measure 4.4: Increasing the human potential in the R&D sector,

(hereinafter referred to as the “**Agreement**”),

concluded in Warsaw, by and between:

**The Foundation for Polish Science (FNP)**, with its registered office in Warsaw, ul. Ignacego Krasickiego 20/22, 02-611 Warsaw, entered in the register of associations, other social and professional organisations, foundations and independent public healthcare centres of the National Court Register, kept by the District Court for the City of Warsaw, 13th Commercial Division of the National Court Register under KRS No. 0000109744, represented by:

1.     

2.     

hereinafter referred to as the “**Implementing Authority**”;

and

(a research unit),

with its registered office in  ul. , registered in  under No. , holding [tax identification number] NIP , represented by:

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on the basis of authorisation/power of attorney No./dated ....., a copy of which, having been certified as consistent with the original, forms Appendix No. 8 hereto,

hereinafter referred to as the “**Beneficiary**,” implementing the project through the following scientific units in its structure:

- 1)  (a research unit), with its registered office in  ul. , registered in  under No. , holding [tax identification number] NIP  – a scientific unit;

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<sup>1</sup>This Model Agreement contains minimum provisions, and may be extended by the Implementing Authority by the provisions necessary for the Project to be implemented. However, no provisions supplementing the model grant agreement may contradict the provisions contained herein or any of the generally binding regulations.

- 2) [ ] (a research unit), with its registered office in [ ] ul. [ ], registered in [ ] under No. [ ], holding [tax identification number] NIP [ ] – a scientific unit;
- 3) [ ] (a research unit), with its registered office in [ ] ul. [ ], registered in [ ] under No. [ ], holding [tax identification number] NIP [ ] – a scientific unit;
- 4) [ ] (a research unit), with its registered office in [ ] ul. [ ], registered in [ ] under No. [ ], holding [tax identification number] NIP [ ] – a scientific unit;
- 5) [ ] (a research unit), with its registered office in [ ] ul. [ ], registered in [ ] under No. [ ], holding [tax identification number] NIP [ ] – a scientific unit;

which have made a statement, constituting Annex No. 6 to the Agreement, confirming the intention to implement the project in accordance with the application for co-financing, the Competition Regulations and the provisions of this Agreement.

The Implementing Authority and the Beneficiary shall be hereinafter jointly referred to as the “**Parties**,” and individually as a “**Party**.”

Acting pursuant to:

- 1) Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund, and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (OJ EU L 347 of 20.12.2013, p. 320), hereinafter referred to as “**Regulation 1303/2013**”;
- 2) 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 2014, item 1431), hereinafter referred to as the “**Implementation Act**”;
- 3) the Act of 27 August 2009 on Public Finance (Journal of Laws of 2017, item 2077, as amended), hereinafter referred to as the “**APF**”;
- 4) Regulation No. 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006 (OJ EU L 347 of 20.12.2013, p. 289);
- 5) the Regulation of the Minister of Development and Finance of 7 December 2017 on advance payments as part of the programmes funded from European resources (Journal of Laws of 2017, item 2367, as amended.), hereinafter referred to as the “**Regulation on advance payments**”;
- 6) the Smart Growth Operational Programme 2014-2020, hereinafter referred to as the “**SG OP**,” which was approved by way of the European Commission Decision of 12 February 2015, as amended;
- 7) the Act of 3 October 2008 on the provision of information concerning the environment and environmental protection, the participation of the public in environmental protection and the environmental impact assessment (Journal of Laws of 2017, item 1405, as amended), hereinafter referred to as the “**EP Act**”;

- 8) the Act of 29 January 2004 - Public Procurement Law (Journal of Laws of 2017, item 1579, as amended), hereinafter referred to as the “**PPL**”;
- 9) the agreement on the implementation of Measure 4.4 of the SG OP, concluded by and between the Intermediary Authority and the Implementing Authority on 15 March 2018.

The Parties have agreed upon the foregoing:

### **§ 1 Definitions**

When used herein, the following terms shall mean as follows:

- 1) **Intermediary Authority** – means the National Centre for Research and Development;
- 2) **Managing Authority** – means the minister in charge of regional development, the service of which, in the SG OP implementation process, shall be ensured by an organisational unit in the Ministry in charge of regional development;
- 3) **Copies** – mean the copies of documents, each page of which has been certified as consistent with the original by a person authorised to represent the Beneficiary, unless this Agreement stipulates otherwise;
- 4) **Project Leader** – means the person indicated in § 2 (1), acting as the Project Leader within the meaning of the Competition Regulations;
- 5) **Irregularities** – mean any irregularities within the meaning of Article 2 (14) of the Implementation Act;
- 6) **Payer** – means Bank Gospodarstwa Krajowego which, acting under the payment order issued by the Implementing Authority, shall make payments from the European Regional Development Fund resources;
- 7) **Payment** – means the European Regional Development Fund resources referred to in Article 186 (2) of the APF;
- 8) **Project** – means the project indicated in the grant application filed with the Implementing Authority's IT system, and described in detail in Appendix No. 1 to the application entitled “*Description of an innovative and original character of a research programme,*” which forms Appendix No. 1 hereto; the application version held by the Implementing Authority shall be considered the valid application version;
- 9) **Cost eligibility guide** – means the Cost eligibility guide for Measure 4.4 of the Smart Growth Operational Programme, as appended to the Competition Regulations and published on the Implementing Authority's website;
- 10) **Competition Regulations** – mean Regulations No. 1/4.4/2018 outlining the principles of the application submission and assessment, and the principles of project implementation as part of the “*TEAM-NET*” programme funded by the European Regional Development Fund under the Smart Growth Operational Programme 2014-2020 (SG OP), Axis IV: Increasing the research potential, Measure 4.4: Increasing the human potential in the R&D sector;
- 11) **SL2014** – means the major application within the Central Information & Communication System, aimed at supporting the processes related to Project maintenance, starting with the date of the Agreement signing;

- 12) **Flat rate** – means a simplified method of settling the project expenditures constituting a certain percentage of one or several expenditure categories;
- 13) **Implementing Authority's IT system** – means a computer system developed by the Implementing Authority which operates independently of SL2014, and which is available to the Beneficiary and enables him/her to file some of the documents required by the Implementing Authority;
- 14) **Grant application** – means the application referred to in § 2 (1) hereof;
- 15) **Payment request** – means a document drawn up by the Beneficiary, based on the template developed by the Managing Authority of the SG OP, which serves the purpose of, *inter alia*, requesting and settling the advance payment, requesting the grant payment (including a refund) and satisfying reporting obligations;
- 16) **Eligible expenses** – means the eligible expenses as defined in *the Guidelines regarding the eligibility of project expenses as part of the European Regional Development Fund, the European Social Fund and the Cohesion Fund 2014-2020*,<sup>2</sup> which are available on the Managing Authority and the Intermediary Authority's websites, and in the Cost eligibility guide;
- 17) **Payment order** – means a document issued in line with the template specified in the Regulation of the Minister of Finance of 21 December 2012 on the payments under programmes funded from European resources and on the provision of information regarding such payments (Journal of Laws of 2018, item 1011).

## **§ 2 Subject-Matter of the Agreement**

1. The Agreement defines the principles on which the Implementing Authority shall grant the funding for the implementation of the Project managed by Mr/Ms ....., entitled “.....,” as described in grant application No. ...., as well as the rights and obligations of the Parties, arising in connection with Project implementation.
2. The Beneficiary undertake to implement the Project with due diligence, and to use the funding in compliance with the principles defined herein.

## **§ 3 Terms and Conditions of Project Implementation, and Representations of the Parties**

1. The Beneficiary undertake to implement the Project consistently with the Agreement, the grant application, the Competition Regulations, the guidelines referred to in Article 5 (1) of the Implementation Act, the binding regulations of the national and EU law, and the principles of the

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<sup>2</sup> To assess the eligibility of incurred expenses, *the Guidelines regarding the eligibility of project expenses as part of the European Regional Development Fund, the European Social Fund and the Cohesion Fund 2014-2020*, in the version binding as of the date of incurring expenses, shall be used. To assess the correctness of the agreements concluded in the course of Project implementation, as a result of the conducted procedures, the Guidelines in the version binding as of the date of commencing a given procedure, which conclude with the agreement signing, shall be used. In the event of changes to the Guidelines, in relation to any unsettled expenses incurred before the date of entry into force of the new version of the Guidelines, the Beneficiaries may apply such new version if it introduces certain solutions that are more favourable to them.

EU policies, including the regulations governing competitiveness, public procurement, state aid, environmental protection and gender equality.

2. The Beneficiary undertake to implement the assumed objectives and to achieve the indicators determined in the grant application.
3. The implementation of the Project is connected exclusively with the Beneficiary own activities, to the extent that they do not conduct business activity.
4. The Beneficiary undertake to respect the Project Leader's and Research Group Leader's research autonomy consistently with the approved research project being the object of the grant application, as well as to ensure the appropriate conditions for conducting research, in line with the scope presented in the grant application, and to grant access to the research equipment.
5. The Implementing Authority shall not claim any rights for itself in the deliverables of the research derived from the work performed under the Project, on account of providing the financing for Project implementation.
6. In the expense eligibility period, as referred to in § 6 (1), and until the completion of the Project durability period, as referred to in § 9 (1), the Beneficiary may not transfer onto any other entity any of their rights, obligations or liabilities arising hereunder, without the Implementing Authority's written consent.
7. The Implementing Authority shall not be liable to third parties for any damage occurring in connection with the implementation hereof.
8. The Implementing Authority shall not be liable to the Beneficiary failure to satisfy the obligations arising hereunder.
9. During the Project implementation and the Project durability period, the Beneficiary undertake:
  - a) not to implement directly the results of both industrial research and development work, or development work, obtained through Project implementation, unless the Beneficiary business activity is of ancillary nature, within the meaning of Point 20 of the Framework for State aid for research and development and innovation (OJ EU C 198, 27.6.2014, p. 1);
  - b) to disseminate the results of both the conducted industrial research and development work, or development work, to all entities interested in the economic application of the said results, either on the arm's length principle, considering that all the profits earned on such activities shall be reinvested in the Beneficiary's principal activity, or, if their commercial use is not a viable option, free of charge while maintaining equal access opportunities to the said research results, taking into account copyright laws and industrial property laws.
10. The Beneficiary represent that, at the time of signing the Agreement, they satisfy all the terms and conditions whose satisfaction has been defined in the Competition Regulations as necessary for the Beneficiary to secure the funding. They further undertake to satisfy the criteria defined above throughout the Project implementation period.
11. The Beneficiary represent that the eligible expenditures, to the extent covered by the funding, which are associated with Project implementation, and which have been approved and settled by the Implementing Authority, are not and shall not be covered by the financing originating from other national or EU public sources.

12. The Beneficiary undertake to present, in the course of implementation and during the Project durability period, at the Implementing Authority's written request, any and all information and clarifications associated with Project implementation by the dates set in such request.
13. The Beneficiary undertake to implement the Project in the manner assuring its positive contribution to the principle of sustainable growth.
14. The Beneficiary undertake to apply for all approvals from the ethics committees or other committees, and for other permits required by law that are necessary for the conduction of the relevant research, before starting to conduct such research. At the Implementing Authority's request, the Beneficiary undertake to submit the copies of the afore-mentioned approvals or permits. The Beneficiary undertake to ensure that no research which requires an approval or permit under the applicable laws is conducted prior to all the required approvals and permits being secured.
15. The Beneficiary represent that the financing settled in payment requests, in the indirect costs category (O), shall be incurred exclusively in connection with Project implementation on the terms and conditions referred to in § 8 (20).
16. The Beneficiary represent that they are not in arrears with the payment of any budgetary dues and with the settlement of social security and health insurance contributions.
17. The Beneficiary undertake not to grant state aid under the implemented Project, in line with the provisions of the Framework for State aid for research and development and innovation (OJ EU 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.
18. The Beneficiary undertake to ensure in their actions that the rules of the Foundation for Polish Science's Code of Ethics for Laureates and Beneficiaries are observed.
19. If the Project satisfies the conditions defined in Article 61 (6) of Regulation 1303/2013, the Beneficiary is obliged, in the Project durability period, referred to in § 9 (1), to disclose their revenues, within the meaning of Article 61 (1) of that Regulation, which are generated in connection with Project implementation, in accordance with the rules defined in Article 61 of Regulation 1303/2013, and in the applicable guidelines of the minister in charge of regional development, concerning revenue-generating projects.
20. If at the stage of Project implementation or within 3 years of the Project completion, or in the period until 30 June 2024, whichever of these dates is earlier, the Projects generates the revenues referred to in Clause 20, which have not been indicated in the funding agreement or taken into consideration upon the conclusion of the Agreement, such revenues shall be returned by the Beneficiaries on the terms and conditions defined in the "*Procedure for calculating and monitoring revenues for the beneficiaries receiving funding under Axis Four of Smart Growth Operational Programme*" document available on the Intermediary Authority's website.

#### **§ 4 SL 2014**

1. The Beneficiary undertakes to use SL2014 in the Project implementation process, and to comply with the current version of the *Beneficiary's Guidebook* provided by the Implementing Authority.
2. The Beneficiary undertakes to accurately and promptly enter data consistent with the actual status to SL2014, within the period as defined in *the Guidelines concerning the terms and*

*conditions of collecting and providing data in electronic format for 2014-2020*, issued by the minister in charge of regional development.

3. The Beneficiary undertakes to comply with the Safety regulations regarding the information processed in SL2014 by any persons authorised to perform the activities connected with Project implementation.
4. The Beneficiary undertakes to appoint authorised persons<sup>3</sup> to perform activities on his/her behalf, connected with Project implementation, and to assign them to SL2014 operations, in accordance with the *Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*. In legal terms, any SL2014 operations performed by such authorised persons shall be treated as the Beneficiary operations.
5. The Beneficiary undertakes to use an ePUAP trusted profile or a secure electronic signature, verified through a valid qualified certificate, as part of the authorisation procedure performed in SL2014.
6. If the use of an ePUAP trusted profile is not possible for technical reasons, the authorisation procedure shall be performed by using the login and password generated by SL2014. In the case of the national Beneficiary, the PESEL (national identification) number of the authorised person shall be used as a login.
7. The Beneficiary undertakes to notify the Implementing Authority of any unauthorised access to the Beneficiary data in SL2014.
8. Should SL2014 become inaccessible, the Beneficiary shall report the encountered problem to the Implementing Authority. In the event of a SL2014 failure being confirmed by an employee of the Implementing Authority, the Project settlement process and communication with the Implementing Authority shall be conducted in writing and via electronic carriers. The Implementing Authority shall immediately notify the Beneficiary<sup>4</sup> of the SL2014 failure being resolved, and the latter shall undertake to supplement data in SL2014 in respect of any documents presented in writing, within 5 working days of the receipt of such information.
9. The Beneficiary, at the request of the Implementing Authority, undertakes to enter to the IT system indicated by the latter (i.e. SL2014 or the Implementing Authority's IT system) scans of documents related to Project implementation, as indicated by the Implementing Authority.
10. The Beneficiary undertake to present the documents transferred by e-mail, including through SL2014, related to the implemented Project, during on-site inspections or document verification referred to in § 14. The provision of documents through electronic means shall not release the Beneficiaries from their obligation to store their original versions for a period referred to in § 14 (14) and to produce them during an on-site inspection.

### **§ 5 Project Value and the Value of Funding**

1. The total cost of Project implementation, defined as the amount sought in the application for funding the implementation of the Project, amounts to PLN (say: ..... Polish zlotys).

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<sup>3</sup> The authorised person shall be understood as a person indicated by the beneficiary in the Request for granting/changing/withdrawing access for an authorised person, who is authorised to operate SL2014 on his/her behalf, e.g. to prepare and submit payment requests, or to provide other information connected with Project implementation. The above-mentioned request is appended to the *Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*.

<sup>4</sup> Beneficiaries may also be informed via a message posted on the Implementing Authority's website.

The overall amount of eligible costs amounts to PLN ..... (say: ..... Polish zlotys).

Subject to the terms and conditions specified herein, the Implementing Authority grants to the Beneficiary the funding in the amount not exceeding PLN ..... (say: ..... Polish zlotys) for Project implementation, which represents 100% of eligible expenditures.

2. The binding simplified methods and the calculation methodology are outlined in the current version of the Cost eligibility guide.
3. Any expenses exceeding the total amount defined in § 5 (1), including expenditures arising from an increase in the overall Project implementation costs, shall be covered by the Beneficiary and constitute ineligible expenditures.
4. The Beneficiary shall ensure the financing of ineligible expenditures necessary for Project implementation within their own resources.
5. If the amount of expenditures eligible for funding changes due to the modification of the Project scope, the funding amount granted may also change, subject to the Implementing Authority's consent.
6. The funding amount shall be transferred to a separate bank account of the Beneficiary No. .... as regards advance payments, or No. .... as regards refunds.
7. By the time of receiving a refund or advance payment, the Beneficiaries shall finance the Project within their own resources.

### **§ 6 Eligibility of Expenditures**

1. The Beneficiary undertake to implement the Project from ..... to ..... The eligibility period of the Project expenditures shall be identical to the period referred to in the preceding clause.
2. Project implementation shall include performance of the full material scope of the Project in line with the application for funding, including achievement of the indicators defined in the application, and documentation of the expenditures incurred.
3. The Beneficiary undertake to complete the performance of the material and financial scope of the Project, as arising from the application, during the expenditure eligibility period defined in Clause 1, subject to § 17 (11-12).
4. The expenditures incurred prior to the commencement and after the end of the expenditure eligibility period, as referred to in Clause 1, shall not be deemed eligible.
5. Neither the Project acceptance for implementation nor the Agreement conclusion shall automatically mean that all the expenditures incurred during Project implementation will be deemed eligible. The eligibility of the incurred expenditures shall be assessed in the course of Project implementation.
6. Expenditures shall be settled through:
  - 1) advance payment settlement in the payment request (including return of the advance payment),
  - 2) eligible expenditures refund.



7. The date of incurring the first legally binding undertaking to order equipment, or another undertaking that makes Project implementation irreversible, whichever of these two events occurs first, shall be considered the Project commencement date. No preparatory activities, and in particular feasibility studies, advisory services related to Project preparation, including preparatory (technical, financial or economic) analyses, or the preparation of documentation related to the contractor's selection, shall be treated as the commencement of work, unless their costs are covered by state aid.
8. The financial settlement of the final payment request, understood as the date of crediting the Beneficiary bank account (in the case where the Beneficiary is bound to receive funds as part of settlement of the final payment request) or as the date of accepting the final payment request (in other cases), shall be considered the Project completion date.
9. The Project completion date, as referred to in Clause 8, shall be the date from which the Project durability period, as referred to in § 9, shall be calculated.
10. The Beneficiary shall submit a final payment request within 30 days of the end of the term specified in Clause 1, however not later than by 31 December 2023.
11. The expenditures incurred in connection with the goods and services tax (VAT, hereinafter: "VAT") may be considered eligible on the terms specified in *the Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*, unless it is refundable or deductible to any of the Beneficiaries. The Beneficiary shall confirm the VAT settlement method employed in the Project by submitting the relevant VAT eligibility statement, using the template which forms Appendix No. 5 hereto.
12. If the possibility to deduct VAT on the goods and services purchased within the Project, or to obtain its return, appears after submitting the statement referred to in Clause 11, whether in the Project implementation period or following its completion, the Beneficiary is obliged to provide the Implementing Authority with updated statements. Except for the above-mentioned situations, the Beneficiary is obliged to make the statements referred to in Clause 11 along with the final payment request.
13. The Beneficiary are obliged to return the amount corresponding to the VAT which has been incorrectly determined as non-deductible or non-returnable, and in respect of which the Beneficiary have received the funding. The Beneficiary liability arising in this respect shall apply from the date on which the Party concerned obtains the possibility to deduct VAT or have it returned. VAT shall be returned in compliance with Article 207 (1) (2) of the APF, along with interest in the amount determined as in the case of tax arrears calculated from the date of transfer of resources to the Beneficiary.
14. In the event of the Agreement termination pursuant to § 18 (1-3), the Implementing Authority may treat all or some of the expenditures incurred by the Beneficiary as part of the Project as ineligible.

### **§ 7 Terms and Conditions of Providing the Funding**

1. The Beneficiary is obliged to submit payment requests via SL2014, within the periods defined by the Implementing Authority, however not less frequently than once in three months, starting from the Project commencement date referred to in § 6 (1).

2. Should SL2014 become inaccessible, resulting in the inability to send a payment request via SL2014, the Beneficiary shall submit to the Implementing Authority the payment request in writing and via an electronic carrier, using the template defined in *the Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*. The Beneficiary undertakes to supplement data in SL2014 in respect of the submitted payment request within 5 working days of receipt of information on failure being resolved.
3. If the Beneficiary is a unit operating within the public finance sector, every eligible expenditure should be included in the payment request submitted to the Implementing Authority within the period envisaged in the APF.
4. As part of the funding granted, advance payments can be made in the amounts defined in the Project payment schedule, based on the payment requests submitted by the Beneficiary and accepted by the Implementing Authority.
5. Payments transferred from a separate bank account, serving the advance payment purpose, can be made exclusively as payments in respect of expenditures eligible for the funding under the Project, unless the Implementing Authority consents to such payments being made in respect of ineligible expenditures connected with Project implementation. If payments are transferred from the separate bank account serving the advance payment purpose, to cover either expenditures unrelated to Project implementation or ineligible expenditures related to Project implementation, unless the Implementing Authority has consented to doing so, such payments shall be treated as the expenditures referred to in Article 207 (1)(1) of the APF. In justified cases, expenditures may be incurred from a different bank account than the bank account established in connection herewith for advance payment purposes.
6. The total amount of the funding provided through advance payments may not exceed 95% of the total funding referred to in § 5 (1) hereof, and it should be settled by the end of the eligibility period at the latest.<sup>5</sup> The remaining amount of the funding may be transferred to the Beneficiary in the forms listed under § 6 (6), subject to the Implementing Authority's approval of the payment requests submitted by the Beneficiary within the terms specified in the payment schedule.
7. The highest advance payment tranche provided as part of the Project may not, at any time, exceed 40% of the funding referred to in § 5 (1) hereof.
8. In justified cases, the Implementing Authority may change the amount of the advance payment tranche.
9. The Beneficiary may request the advance payment on condition that the collateral referred to in § 20 hereof has been provided.<sup>6</sup>
10. The settlement of the advance payment shall involve indicating, in the payment request, the eligible expenditures (including those settled with the simplified method) settling the advance payment tranche, or returning the unused advance payments, subject to Clause 9.
11. The Beneficiary shall settle the entire advance payment tranche within 180 days of its transfer to the Beneficiary bank account.
12. The receipt of the subsequent advance payment tranche shall be conditioned on the Beneficiary settling at least 70% of all the advance payment tranches which have been provided.

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<sup>5</sup> In consideration of Article 131 (4)(c) of Regulation 1303/2013.

<sup>6</sup> Unless the generally binding legal regulations do not release the Beneficiary from the obligation to provide such collateral.

13. If the payment request is not submitted to duly settle the advance payment amount, or within 14 days of the lapse of the term specified in Clause 11, interest shall be calculated on the unsettled amounts provided through advance payments, which shall be treated as tax arrears, starting from the date of the amounts transfer to the date of submission of the payment request, or to the date of return of the unsettled advance payment tranche.<sup>7</sup>
14. In the event referred to in Clause 11, the Beneficiary shall return the unsettled part of the advance payment without any additional request.
15. As regards the recovery of the interest referred to in Clause 13, the provisions of Article 189 of the APF shall apply.
16. The Beneficiary shall return the unsettled part of the advance payment, without any additional request, together with interest referred to in Clause 13, within the term arising from a decision issued under Article 189 of the APF.
17. The Beneficiary shall return the interest accrued on the bank accounts of the Beneficiary, calculated on the amounts of the funding provided through advance payments for Project implementation, to the bank account indicated by the Implementing Authority, by 10 January, for the preceding calendar year.

### **§ 8 Financing of the Project**

1. The allocation of funds for Project implementation shall be defined in the Project budget, hereinafter referred to as the Budget, constituting Appendix No. 3 hereto.
2. The funding payment shall be conditioned on the Beneficiary submitting the properly completed payment request via SL2014, subject to § 7 (2) (3) hereof. The lack of expenditures does not release the Beneficiary from the obligation to submit payment requests with the properly completed reporting section describing the course of Project implementation, including the Project indicators.
3. Along with each payment request, the Beneficiary shall provide a compilation of incurred expenditures, in relation to the eligible costs indicated in the payment request, as well as scans of documents confirming that the expenditures have been incurred, as indicated by the Implementing Authority – provided however that, as regards the Beneficiary settling indirect costs on a flat-rate basis, the payment shall be conditioned on the Implementing Authority's approval of the costs other than indirect costs – including, in particular:
  - a) copies of payrolls, employment contracts, amendments to employment contracts, placements, working time records or job descriptions, time sheets (in respect of any project work not defined on a permanent basis), regulations concerning bonuses and remunerations (as regards settling the costs of bonuses, allowances, etc., within the project), confirmations of remuneration payments, as well as advance payments to the Tax Office, and contributions to the Social Insurance Institution, together with statements, confirming that the amounts paid to the Tax Office and the Social Insurance Institution included contributions arising from remunerations paid under the Project;
  - b) mandate contracts, bills to mandate contracts, commissioning reports proving the proper task performance, confirmations of payments for mandate contracts, advance payments to the Tax Office and contributions to the Social Insurance Institution, together with statements,

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<sup>7</sup> This does not concern projects referred to in Article 189 (3)(f) of the APF.

confirming that the amounts paid to the Tax Office and the Social Insurance Institution included contributions arising from mandate contracts, time sheets (if applicable), and statements confirming that no contracts have been concluded with employees of any of the Beneficiary;

- c) copies of the relevant accounting documents (invoices or documents of equivalent probative value and contracts), confirming that expenditures have been incurred, and payments have been made, enabling their allocation to specific Budget items;
- d) copies of acceptance reports documenting work performance, copies of documents confirming the admission of fixed assets for use, or copies of other documents confirming the compliance of Project implementation with the terms and conditions hereof;
- e) in the event of concluding a lease agreement, a copy of the lease agreement; in the event of authorising the lessor to incur expenditures eligible for funding, the following documents shall also be enclosed:
  - a copy of the lease object purchase invoice which has been settled by the lessor,
  - a copy of the lessor's authorisation in the form of a mandate contract;
- f) in the event of acquiring the ownership right or perpetual usufruct right to land:
  - a valuation surveyor's opinion confirming that the purchase price does not exceed the market value of that land, as determined on the purchase date;
  - the selling entity's statement confirming that, within a period of 10 years preceding the purchase date, the land has not been funded from the Community resources, or from national resources constituting state aid or *de minimis* aid;
- g) in the event of acquiring the ownership right to a building or structure:
  - an independent valuation surveyor's opinion confirming that the purchase price does not exceed the market value of that property, as determined on the purchase date;
  - the selling entity's statement confirming that, within a period of 10 years preceding the purchase date, the property has not been funded from the Community resources, or from national resources constituting state aid or *de minimis* aid;
  - a building surveyor's opinion confirming that the property can be used for the intended purpose, in compliance with the funded Project's objectives, or determining the scope of necessary changes or improvements;
- h) in the event of purchasing a used fixed asset:
  - the selling entity's statement confirming that, within a period of 7 years preceding the purchase date, the fixed asset has not been funded from the Community resources, or from national resources constituting state aid or *de minimis* aid;
  - a statement of the Beneficiary, confirming that the price of that asset does not exceed its market value, as determined on the purchase date, and is lower than the price of a similar new fixed asset;
  - the seller's statement indicating the fixed asset seller, and the sales place and date;
- i) bank account statements serving the advance payment purpose, for a period applying to the payment request (as regards settling the funding provided through advance payments) or

evidence of payments potentially made from other accounts (as regards expenditures settled as part of direct costs or cross-financing).

4. In the event of settling the Project expenses through refunds, the funding payment shall be conditioned on the Implementing Authority's approving the expenditures incurred by the Beneficiary, which are eligible for funding, and on the positive verification of the reporting section of the payment request.
5. In the event of settling the Project expenses on a flat-rate basis, the funding payment or the payment request approval shall be conditioned on:
  - 1) indicating the expenditures to which the flat rate applies, and their approval by the Implementing Authority;
  - 2) verifying the correctness of the calculated limit of expenditures covered by the flat rate;
  - 3) positively verifying the reporting section of the payment request.
6. The expenditures settled with simplified methods shall be deemed incurred. The Beneficiary are not obliged to collect or describe any accounting documents confirming the expenditures reported as expenditures settled with simplified methods.
7. The Implementing Authority shall approve the payment request based on the compilation of incurred expenditures within 21 days of receipt of the properly filled-in and complete payment request, together with documents confirming that the expenditures have been incurred, as referred to in Clause 3, provided by the Beneficiary within 7 days of the documents being indicated by the Implementing Authority, provided however that this period shall make the period determined for the payment request approval cease to run. In the event of the payment request containing shortcomings or errors, the Beneficiary, at the request of the Implementing Authority, shall submit the missing or corrected documents within 7 days of the request being served, which shall make the 21-day period, as referred to in the first clause, cease to run. Once the Beneficiary submits the missing or corrected documents, the 21-day period shall recommence. The Implementing Authority may approve the payment request by excluding any expenditures that have not been properly documented, despite requesting the submission of any missing or corrected documents.
8. Having approved the payment request, the Implementing Authority, or an external entity authorised by the Implementing Authority, shall verify the payment request, together with the documents confirming that the expenditures have been incurred, as referred to in Clause 3, either on a desk-check basis or in the Beneficiary's registered office, following the prior notification delivered at least 5 working days before such verification is bound to take place.
9. If the documentation verification procedure reveals any shortcomings or errors which do not result in the cost being deemed ineligible, the Beneficiary shall make the relevant corrections or supplement the missing documents, as indicated by the Implementing Authority, or to comply with the instructions given by an institution authorised by the Implementing Authority to perform such verification.
10. In the event that the documentation referred to in Clause 9 contains any shortcomings or errors which result in the costs being deemed ineligible, the Beneficiary, at the request of the Implementing Authority, shall submit clarifications, along with the missing or corrected documents, within 7 days of receipt of such request, subject to Clause 12. Where necessary, the Implementing Authority can make another request in the above-mentioned mode. The Implementing Authority may entrust the assessment of Project implementation, along with the payment request submitted for verification, to an external entity, with the aim of obtaining an

expert opinion. In this event, the period referred to in Clause 7 shall be extended by the period necessary for an independent external expert to draw up his or her opinion. The Implementing Authority shall notify the Beneficiary of the fact that such opinion has been requested.

11. The Beneficiary's failure to remove any shortcomings or errors revealed in the documentation referred to in Clause 10, within 7 days, may result in all or some of the costs being deemed ineligible, and in the need to return the funding, whether in whole or in part.
12. The Implementing Authority may correct obvious typographical or computational errors in the payment request, and in the documents confirming that the expenditures have been incurred, promptly notifying the Beneficiary of this fact via SL2014.
13. The Implementing Authority, upon verifying the payment request, shall provide the Beneficiary with information on the payment request verification result.
14. The provision of the final payment, as envisaged in the payment schedule, shall be conditioned on the performance of the material and financial scope of the Project, the submission of the final payment request and its approval by the Implementing Authority.
15. Within 15 days of the payment request approval, the Implementing Authority shall issue a payment order from the European Regional Development Fund resources.
16. Payments shall be made by the payer in compliance with the payment schedule regarding the European Regional Development Fund resources, available on: [www.bgk.com.pl](http://www.bgk.com.pl).
17. The funding referred to in Clause 2 shall also include the funds intended for scholarships payable to students and PhD students performing specific project tasks, as referred to in § 10 (2).
18. The amount returnable due to identified irregularities, based on the request for funds repayment, shall not be reused in the Project.
19. If the amount of the eligible expenditures incurred by the Beneficiary exceeds the amount specified in § 5 (1), this shall not form the basis for increasing the amount of the funding granted.
20. Any disbursement of the funds provided by the Implementing Authority to the Beneficiary for the purpose of Project implementation, including any indirect costs incurred in connection with Project implementation and settled with a simplified method, shall require the Project Leader's acceptance.
21. An employee of the unit competent for financial matters at each of the Beneficiary may refuse to accept the Project Leader's order concerning funds disbursement, if it violates the law or the provisions hereof.
22. The Beneficiary shall not be entitled to damages in the event of a delayed issue of the payment order, or a delayed payment, especially if it is caused by:
  - 1) the lack of funds within the Implementing Authority's financial plan;
  - 2) failure to establish or provide collateral for the proper performance of the obligations arising hereunder;
  - 3) the non-performance or undue performance hereof by the Beneficiary;
  - 4) a delayed payment of the funding for reasons independent of the Implementing Authority;
  - 5) a delay caused by the payer in transferring the resources to the Beneficiary bank account, in respect of the payment orders issued;

- 6) the lack or deficiency of funds on the payer's bank account which serves the purpose of payment transfer;
  - 7) the suspension or refusal, on the part of authorised institutions, including the European Commission, to grant the support from state funds.
23. The Beneficiary undertake to run separate accounting books in respect of the expenditures incurred on Project implementation, in compliance with the principle of transparency arising from the Accountancy Act of 29 September 1994, in a reliable manner, enabling the identification of individual accounting operations related to the Project, except for expenditures settled with a simplified method. The accounting documents referred to in Clause 3 (c) must be described in accordance with the principles defined in the Cost eligibility guide.

### **§ 9 Durability of the Project**

1. The Beneficiary undertake to ensure durability of the Project outcomes, in compliance with Article 71 of Regulation 1303/2013, for a period of 5 years from the date of the final settlement of Project implementation, as indicated in § 6 (8).
2. Subject to the Implementing Authority's consent, the Beneficiary may sell a given fixed asset purchased from the Project funds if it has become outdated given technological progress. In this event, the Beneficiary is obliged to purchase another fixed asset from its own resources, within a period of 3 months from the date of the sales of such fixed asset purchased from the Project funds, which shall allow for upholding the Project objective.

### **§ 10 Research Team**

1. The Beneficiary shall select research team leaders, and other team members indicated in the Project, in open competitions, in compliance with the Competition regulations.
2. In the course of Project implementation, the number of students and PhD students receiving scholarships must be consistent with the number specified in the Budget. The principles of scholarship granting and payment are defined in the Scholarship regulations applicable to Measure 4.4. SG OP – the TEAM-NET Competition, forming Appendix No. 2 hereto.

### **§ 11 Remuneration and Scholarships**

1. The Project Leader and other employees of the project, claiming remuneration in consideration of their work for the Project, under the Project resources, cannot simultaneously collect any scholarships under any other projects funded by the Implementing Authority, except for the scholarships received under the START programme.
2. The Beneficiary undertake to verify during Project implementation whether the Project staff, within the meaning of the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*, receiving remuneration from the Project funds, do not collect scholarships under any other projects funded by the Implementing Authority, and whether the total workload of any person belonging to the Project staff does not exceed 276 hours per month. Moreover, the Beneficiary undertakes that, if the person receiving remuneration from the Project funds is simultaneously involved in any other project financed by the Implementing Authority, the total workload of this person shall not exceed the full working time, i.e. 1 full-time equivalent. The Beneficiary shall notify the

Implementing Authority, in the payment requests, of the percentage of full working time committed to the Project by each person belonging to the Project staff, and of the total number of hours of their workload per month. Should the total workload per month of any person belonging to the Project staff exceeds 276 hours, the remuneration paid to such person from the Project funds shall constitute an ineligible expenditure for each month in which 276 hours have been exceeded.

3. Should the Project entail part-time work being performed by the Beneficiary implementing the Project, the remuneration received under the Project shall depend on the percentage of the full working time committed by a given employee to the performance of tasks associated with Project implementation by the Beneficiary.
4. The Beneficiary shall not pay any other remuneration from the Project funds to students and PhD students in the period during which they collect scholarships from the Project funds.
5. The Beneficiary shall observe the expenditure eligibility criteria associated with the engagement of persons performing tasks under the Project, as defined in the Cost eligibility guide and in the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*.

## **§ 12 Reporting and Monitoring of Project Implementation**

1. Substantive periodic reports shall be developed by the Project Leader in electronic versions, based on the template available on the Implementing Authority's website, no later than within 25 days of the lapse of the reporting period (annual reporting periods from 1 October to 30 September shall apply, with the first report covering the period from the Project commencement date until the end of the current reporting period, whereas the Project completion date indicates the last reporting period).
2. The Beneficiary undertakes to use the Implementing Authority's IT system, especially for the purpose of submitting substantive reports, updating the scientific achievements and information on persons employed in the Project, and providing the Implementing Authority with any information enabling the monitoring of Project implementation, and in particular the attainment of the Project indicators. As responsibility for the above actions shall be assumed by the Project Leader, he or she undertakes to secure his or her account in the IT system, made available by the Implementing Authority, so that no unauthorised persons have access thereto.
3. The Implementing Authority may correct obvious typographical errors in the reports, without the need for them to be approved by the Beneficiary.
4. The Implementing Authority shall notify the Beneficiary by e-mail of the report's being accepted.
5. The Implementing Authority shall monitor Project implementation, and in particular the attainment of the Project indicators, within the period and scopes as determined in the application.
6. The Beneficiary shall provide indicators regarding the Project staff or persons collecting scholarships by gender.
7. The Beneficiary shall promptly notify the Implementing Authority of any threats, problems and irregularities pertaining to Project implementation, including their intent to discontinue its implementation.



8. If the Implementing Authority finds, upon verifying the final payment request, that the Project objective has been accomplished but the Beneficiary have failed to attain the values of the assumed Project indicators, the Implementing Authority may reduce the funding amount proportionately to the degree to which these indicators have not been attained.
9. The Beneficiary shall attain and monitor the indicators determined in the grant application, including the indicators confirming the positive impact on the implementation of the principle of sustainable development (where applicable). The Beneficiary shall determine the relevant environmental indicators individually or may select them from the Common List of Key Indicators (CLKI).

### **§ 13 Competitiveness of Expenditures**

1. The Beneficiary shall incur any eligible expenditures by respecting the rules of fair competition and equal treatment of tenderers in tendering procedures under the Project, in compliance with the PPL, if applicable, or the principle of competitiveness and market insight as defined in Sub-section 6.5 of *the Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020* and the Cost eligibility guide. When incurring eligible expenditures, the Beneficiaries shall observe the principles of effectiveness, openness and transparency, and shall use their best endeavours to avoid any conflict of interest, understood as the lack of impartiality and objectivity. If a version of the said Guidelines, announced in the course of Project implementation, introduces certain solutions that are more favourable to the Beneficiaries, such more favourable solutions shall apply from the Project commencement date, in relation to any unsettled expenses classified as direct costs, incurred before the date of entry into force of the new version of the Guidelines.
2. In the event of the contract award procedure being violated by the Beneficiary, the Implementing Authority shall treat the whole or part of the expenditures related thereto as ineligible, in compliance with the regulation issued under Article 24 (13) of the Implementation Act by the minister in charge of regional development.

### **§ 14 Document Verification, Inspection and Audit and Storage of Documents**

1. The Beneficiary undertake, in compliance with Article 23 of the Implementation Act, to submit for verification the documents associated with the expenditures incurred under the Project (hereinafter referred to as “document verification”), as well as for inspections and audits with regard to the performed Agreement, at every request of the Implementing Authority, the entities authorised by the Implementing Authority or other institutions authorised, in particular, by the Intermediary Authority, an entity authorised by the Intermediary Authority or another institution authorised to carry out inspections or audits under separate regulations.
2. The Beneficiary undertake to make available, at the request of the Implementing Authority, or the entities or institutions referred to in Clause 1, all and any documentation associated with the Project and the performed Agreement, in a single room at their registered offices. The Beneficiaries undertake to make available the documentation that is arranged in an orderly manner and properly described. In the case of any inspection, the scope of such inspection may cover every document associated with the expenditures incurred under the Project. If necessary, the Beneficiary also undertake to make available the documents which are not directly related to Project implementation. At the request of the Implementing Authority, the Beneficiary shall provide the documentation that is arranged in an orderly manner and properly described, as

referred to in § 8 (3) to the Implementing Authority, in the form and within the term indicated by the latter.

3. The Beneficiary shall grant the Implementing Authority, or the entities or institutions referred to in Clause 1, access to the rooms and areas utilised for Project implementation, and to the ICT systems and documents available in electronic versions, which are associated with the Project, as well as to ensure the presence of persons providing clarifications on the procedures, expenditures and other issues related to Project implementation, and to make available the documents connected with Project implementation, including in particular the ones confirming the eligibility of expenditures, and to provide any clarifications regarding Project implementation.
4. Failure to make available all the documents required for document verification, inspections and audits, or refusal to provide information or to grant access to the sites directly associated with Project implementation, shall be treated as the prevention of such document verification, inspection or audit.
5. Document verification, inspections or audits may be conducted both at the Beneficiary registered offices and at the site of Project implementation.
6. The Implementing Authority shall notify the Beneficiary in writing of the entity authorised by the Implementing Authority to verify documents, no later than 5 days before the planned date of document verification. The verifying entity shall send a notification to the Beneficiary about the document verification date.
7. The Implementing Authority shall notify the Beneficiary in writing of the scope and date of the planned inspection, no later than 5 days before the planned date of such inspection. The Implementing Authority reserves the right to hold an *ad hoc* inspection, in particular as a result of the receipt of information about any irregularities in Project implementation or the occurrence of other material shortcomings on the part of the Beneficiary. No ad hoc inspection shall require the prior notification of the Beneficiary.
8. Following the inspection, the Implementing Authority shall draw up a post-inspection memorandum and send it to the Beneficiary by traditional post. The Beneficiary shall have the right to provide clarifications and comments to the post-inspection memorandum. Should any recommendations be contained in the post-inspection memorandum, the Beneficiary shall enforce the same by the dates set therein.
9. In the case of any reservations as to the appropriateness of the incurred eligible expenditures or the Agreement performance manner, the Implementing Authority shall notify the Beneficiary of this fact in writing, and shall have the right to withhold the funding payment until the final clarification of such reservations is provided.
10. Should any irregularities be revealed in the course of the inspection regarding the appropriateness of the incurred eligible expenditures, the Implementing Authority or another institution authorised to hold such inspection under separate regulations may conduct the inspection aimed at checking once again the eligibility of the expenditures and the appropriateness of the manner of Agreement performance.
11. During an inspection carried out on site of Project implementation, the Implementing Authority or another institution authorised to hold such inspection under separate regulations shall verify whether any of the Beneficiary has not acquired the right to reduce the amount of goods and services tax (VAT) by the VAT that has been calculated.

12. The Beneficiary shall conduct audits in the cases specified in Article 34 (1)(2) of the Act of 30 April 2010 on the Principles of Financing Science (Journal of Laws of 2018, item 87).
13. The Beneficiary shall store the post-inspection memoranda, post-inspection recommendations or other equivalent documents drawn up by the institutions and entities referred to in Clause 1, as well as the audit reports, for a period not shorter than the period referred to in Clauses 14 and 15 (unless a longer period of storage is required by law). The Beneficiary shall provide the Implementing Authority with copies of the above-mentioned documents, excluding documents drawn up as a result of document verification conducted by an entity authorised by the Implementing Authority, or an inspection conducted by the Implementing Authority, without delay, however no later than within 7 days of the date of their receipt.
14. The Beneficiary are obliged to archive any and all data associated with Project implementation, and in particular the documentation associated with financial management, technical management, procedures for signing contracts with contractors in the manner assuring their accessibility, confidentiality and security for the period referred to in Article 140 of Regulation 1303/2013, i.e. by the day of the lapse of a two-year period commencing on 31 December, following the submission of the compilation of expenditures comprising the final expenditures incurred in connection with a completed operation (unless a longer data storage period is required by law).
15. The Implementing Authority may extend the period during which the Beneficiaries are obliged to store the documentation associated with the implemented Project, of which the Implementing Authority shall notify the Beneficiary prior to the lapse of that period. An extension of the documentation storage period may also apply to selected document types.
16. The Beneficiary shall notify the Implementing Authority of the site or change of the site of archiving the documents, and grant access to such documents.
17. If any of the Beneficiary suspends or discontinues its activities prior to the date by which it is obliged to store the documents, that Beneficiary shall promptly notify the Implementing Authority in writing of the site of archiving the documents related to the implemented Project.

### **§ 15 Information and Promotion Rights and Obligations, and Evaluation**

1. The Beneficiary undertake to notify the general public of the fact that Project implementation has been partly financed from the European Union resources.
2. To the extent referred to in Clause 1, the Beneficiary are obliged to apply the provisions of Clause 2.2 Responsibilities of the Beneficiaries, arising from Annex XII to Regulation 1303/2013 and Commission Implementing Regulation (EU) No. 821/2014 of 28 July 2014 laying down the 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. The Beneficiary undertake to notify the general public of the receipt of the funding for Project implementation from the SG OP resources, both during Project implementation and in the Project durability period.
4. As regards information about and promotion of the Project, it is recommended that the Beneficiary observe the rules defined in the *“Information and Promotion Manual for Applicants and*

*Beneficiaries of Cohesion Policy Programmes 2014-2020*” document, published on:  
[www.poir.gov.pl](http://www.poir.gov.pl).

5. At the site of Project implementation, the Beneficiaries undertake to display, on a permanent basis and no later than within two months, the Project commencement date, a visible information and memorial notice board of the following minimum dimensions: 70 cm (width) x 50 cm (height). The notice board must bear the markings consistent with the requirements envisaged in *“Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020,”* as well as feature the Implementing Authority's logotype and the name of the TEAM-NET programme. The obligation to display the relevant notice board shall rest with the Beneficiaries regardless of the received funding.
6. The Beneficiary undertake to mark the documents relating to Project implementation, promotional and information materials, as well as assets purchased or depreciated under the Project, in the manner consistent with *“Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020.”*
7. On the occasion of any conferences, seminars and other types of public appearances, the Beneficiary undertake to notify the general public both of the Project being funded from the European Union resources under the SG OP, and of the Implementing Authority's role.
8. The Implementing Authority reserves the right to disseminate the Project Manager's image and information about his or her scientific activity for information and promotional purposes.
9. Following the completion of the Agreement performance, the Project Manager may be obliged to present the Project outcomes to the general public, in the form, and at the venue and time indicated by the Implementing Authority.
10. The Implementing Authority shall have the right to notify the general public of the Project outcomes and to submit those outcomes to evaluation.
11. In discharging the obligations specified in this Clause, the Beneficiary are obliged to solely use the Implementing Authority's official name and logotype which are available on the Implementing Authority's websites.
12. For evaluation purposes, both during Project implementation and in the Project durability period, the Beneficiary are obliged to cooperate with the Implementing Authority, the Intermediary Authority of the SG OP or entities authorised by them, including in particular to:
  - a. provide information regarding the Project,
  - b. submit information on the economic effects and other benefits generated as a result of Project implementation,
  - c. participate in surveys and interviews, and provide information necessary for evaluation purposes.

## **§ 16 Personal Data Protection**

1. The minister competent for regional development issues, with the registered office at ul. Wspólna 2/4, 00-507 Warsaw, acts as the controller of personal data, within the meaning of 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 (hereinafter referred to as the **“Regulation”**), as regards

personal data collected in the SL2014 system, including personal data of users, as well as the personal data included in the grant application, this Agreement, and any documents provided in connection with its implementation. The Beneficiary entrusts the personal data processed in the SL2014, in the course of the Agreement performance, to the above-mentioned minister.

2. The Implementing Authority represents that, as regards data entered to the SL2014 system, it processes such data on the authority of the minister competent for regional development issues, under a separate agreement on entrusting the processing of personal data.
3. The Implementing Authority represents that it acts as the controller of personal data, within the meaning of the Regulation, as regards the personal data included in the grant application, the Agreement and any documents provided in connection with its implementation, as well as entered to the Implementing Authority's IT system in the course of Project implementation. The data shall be processed in compliance with the Act of 10 May 2018 on Personal Data Protection (Journal of Laws of 2018, item 1000) (hereinafter referred to as the "Act") and the Regulation.
4. The Parties jointly represent that the personal data referred to in Clause 3 shall be processed by the Implementing Authority for the purposes of the organisation and implementation of the Implementing Authority's programmes, and in particular for the purposes of enforcing the Agreement, reporting, evaluation, control, document verification, audit and archiving.
5. The personal data shall be stored for the duration hereof, as well as in the Project durability period and in the archiving period of any documents related to the performance hereof.
6. Under this Agreement, the Implementing Authority, acting as the data controller, shall process the following personal data:
  - 1) first (middle) names and surnames,
  - 2) series and numbers of ID documents,
  - 3) place of residence,
  - 4) service addresses,
  - 5) e-mail addresses,
  - 6) phone numbers,
  - 7) PESEL (national identification) numbers,
  - 8) date of birth,
  - 9) age,
  - 10) gender,
  - 11) place of work,
  - 12) citizenship,
  - 13) education,
  - 14) place of education,
  - 15) scientific internship venue,
  - 16) remuneration.
7. The Implementing Authority reserves the right to process, under this Agreement, other personal data than specified in Clause 6, to the extent necessary for the performance hereof.
8. The Beneficiary and the Project Manager acknowledge that:
  - a) in relation to the personal data provided by them to the Implementing Authority, they shall have the rights envisaged in the Regulation, and in particular the right to access such data, correct them or demand that their processing be stopped, the right to rectify data, the right to restrict their processing, the right to transfer data, the right to remove data, and the right to appeal to the supervisory body, i.e. the President of the Personal Data Protection Office;

- b) the Personal Data Protection Officer appointed by the Implementing Authority can be contacted by e-mail on: [iodo@fnp.org.pl](mailto:iodo@fnp.org.pl);
  - c) decisions connected with using the personal data provided by them shall not be made in an automated manner, which also implies that such personal data shall not be the subject of profiling;
  - d) the personal data provided by them to the Implementing Authority shall be transferred to other entities, including banks, the media, journalists, entities rendering photography and film-making services, as well as entities conducting document verification, inspections and evaluations;
  - e) the provision of personal data to the Implementing Authority is voluntary but necessary for the conclusion hereof.
9. The Beneficiary, in the mode of Article 28 of the Regulation, entrust the Implementing Authority with the processing of personal data of persons engaged in Project implementation, including scholarship holders, as well as data of persons participating in the recruitment processes related to the Project, in relation to which the Beneficiary act as data controllers within the meaning of the Act, and which are provided by the Beneficiary to the Implementing Authority for the purposes of performing this Agreement, including in particular for the purposes of reporting, evaluation and verification of the documents related to the expenditures incurred in the Project, inspections, audits and archiving, in connection with the implementation and settlement hereof.
10. The Implementing Authority shall process the personal data entrusted by the Beneficiary, which shall cover the catalogue of data defined in Clause 6, subject to Clause 7.
11. The Beneficiary authorise the Implementing Authority to process the personal data referred to in Clause 10, both in the validity period of this Agreement and in the archiving period of any documents related to the performance hereof.
12. The Implementing Authority undertakes, in the course of processing the personal data referred to in 10, to protect such data by taking the adequate technical and organisational measures, as referred to, in particular, in Article 32 of the Regulation. The Implementing Authority undertakes to take the technical and organisational measures aimed at ensuring the adequate protection of the entrusted personal data, and corresponding to the actual threats and categories of the protected data, and in particular to secure them from access to unauthorised persons, processing in violation of legal regulations, as well as change, loss, damage or destruction.
13. The Beneficiary grant their consent to the Implementing Authority's using the services of external entities processing personal data, in particular for inspection, evaluation and document verification purposes.
14. If the Implementing Authority uses the services of another processing entity, when conducting personal data processing activities on behalf of the Beneficiary, this entity shall assume the same data protection obligations as the ones imposed on the Implementing Authority, and in particular the obligation to ensure sufficient guarantees to take the adequate technical and organisational measures so that the Processing would comply with the requirements flowing from the Regulation. If this processing entity fails to comply with the data protection obligations imposed on it, full liability towards the Beneficiary for such fulfilment shall rest with the Implementing Authority.
15. The Implementing Authority undertakes to process the personal data entrusted to it in compliance with this Agreement, the Act, the Regulation and other provisions of the generally binding law, securing the rights of data subjects.

16. The Implementing Authority undertakes to promptly notify the Beneficiary of any breaches of security of the entrusted personal data.
17. The Implementing Authority represents that the persons employed in the processing of the entrusted personal data have been given the relevant authorisations to process personal data, and that these persons have been familiarised with personal data protection regulations and with liability for their violation, and also that they undertake to comply with such regulations and to keep secret both the personal data and data protection methods.
18. Where possible, given the processing character, the Implementing Authority shall assist the Beneficiary, using the adequate technical and organisational means, to comply with the obligation of responding to the demands made by the data subject as part of enforcing the rights vested in him/her, as well as performing the obligations stipulated in Articles 32–36 of the Regulation.
19. The Implementing Authority has provided the Beneficiary with all the information necessary for the fulfilment of the obligations stipulated in the Act and the Regulation.
20. The Implementing Authority shall enable the Beneficiary or the auditor authorised by them to carry out audits, including inspections, and shall facilitate such procedures.
21. The Beneficiary may enforce the right to conduct inspections within the Implementing Authority's working hours, subject to providing a notification about the date of the inspection to the Implementing Authority at least 7 days ahead.
22. The Implementing Authority undertakes to remove any defects revealed by the inspection within the period specified by the Beneficiary, however not exceeding 30 days.
23. Both the Beneficiary and the Implementing Authority shall bear liability for the observance of legal regulations regarding the processing and protection of personal data, as stipulated in the Act, the Regulation and other legal acts.
24. The above shall not exclude liability of the Beneficiary and the Implementing Authority for the processing of entrusted data in violation hereof.
25. The Implementing Authority shall be held liable, in particular, for damages resulting from data processing if it fails to fulfil its obligations arising from this Clause, or if it acts outside or against the Beneficiary instructions compliant with the law. Moreover, the Implementing Authority shall be held liable for providing access to or using personal data contrary to this Agreement, and in particular for providing them to unauthorised persons.
26. Having discharged its obligations related to the processing of personal data, the Implementing Authority, depending on the Beneficiary decision, shall remove or return all the personal data to the relevant Beneficiary, or shall remove any existing copies thereof, unless the European law or the law of a given Member State requires that such personal data be stored.

### **§ 17 Amendments to the Agreement and Changes to the Project**

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 Clauses 2 - 4.
2. Any changes:
  - 1) to the payment schedule (unless the changes involve the transfer of the funds between years, and result in the change of the Project completion date, i.e. the expenditure eligibility period, referred to in § 6 Clause 1);

- 2) to the time limits of completing individual Project tasks and stages, as defined in the grant application, unless the change exceeds 3 months and affects the agreed project implementation period (expenditure eligibility period), referred to in § 6 Clause 1;
- 3) involving transfer between individual expenditure categories, eligible for support up to 15% of the value of a given cost category where the funds are to be transferred<sup>8</sup>, without affecting the material scope of the project;
- 4) to the Beneficiary address and representation method,
- 5) to account bank numbers,

shall not require amendments to the Agreement, subject to sending a written notification to the Implementing Authority.

3. Any changes:

- 1) to the legal and organisational status of any of the Beneficiary;
- 2) to the payment schedule;
- 3) to the time limits of completing individual Project tasks and stages, as defined in the grant application, if the change exceeds 3 months and does not affect the agreed project implementation period (expenditure eligibility period), referred to in § 6 Clause 1;
- 4) involving transfer between individual expenditure categories, eligible for support exceeding 15% of the value of a given cost category where the funds are to be transferred<sup>9</sup>, without affecting the material scope of the Project;

shall not require amendments to the Agreement, subject to written approval from the Implementing Authority.

4. Any changes which involve exceeding the target values of quantified Project indicators, shall not require amendments to the Agreement, subject to notifying the Implementing Authority thereof in the subsequent payment request.
5. Beneficiary is not entitled to amend the flat rate defined in the Cost Eligibility Guide, or to perform transfers between individual expenditure categories which are settled according to simplified methods, and between the remaining expenditure categories within the Project.
6. The Implementing Authority shall issue an opinion on the changes proposed by the Beneficiary, within a maximum of 60 days of the receipt of such proposals, providing a justification of its stance, should the request not be granted. If the review of the changes proposed by the Beneficiary requires the appointment of an external expert, the time limit of 60 days may be extended, of which the Implementing Authority shall notify the Beneficiary.
7. Any changes to the material scope of the Project, referred to in Art. 71 of Regulation (EU) of the European Parliament and of the Council No. 1303/2013 of 17 December 2013, shall not be allowed.
8. Any amendment to the Agreement as a result of which funding 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.

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<sup>8</sup> The 15 % limit of a given cost category is always defined against the original Project budget, attached hereto as Appendix 3.

<sup>9</sup> The 15 % limit of a given cost category is always defined against the original Project budget, attached hereto as Appendix 3.



9. Should a need arise to introduce changes to the Project which require a written amendment or the Implementing Authority's approval, the Beneficiary is obliged to submit a request with the Implementing Authority for the approval of changes, including their scope and justification, no later than within 14 days of the occurrence of a cause for the changes or within time limits indicated by the Implementing Authority in a separate document governing the possibility to submit requests for authorised changes.
10. The Implementing Authority may refuse to consent to changes proposed by the Beneficiary, without providing any justification, if the request is submitted after the time limit referred to in Clause 9, or later than within 30 days of the planned Project completion.
11. Should the Project implementation period, as defined in the application, be shorter than the maximum permissible period referred to in the Competition Regulations, the Project implementation period may be extended to the aforementioned maximum duration of the Project, provided that the proposed Project implementation period is no longer than the SG OP expenditure eligibility period, and ends by 31 December 2023 at the latest.
12. Should circumstances arise which might delay the Project implementation, including the circumstances referred to in Clause 11, the Beneficiary shall submit a request with the Implementing Authority for extending the expenditure eligibility period, no later than 30 days before the end of the expenditure eligibility period, as laid down in § 6 Clause 1. Together with the request, the Beneficiary is obliged to provide documentary evidence stating the reasons why the project implementation is not possible within the expenditure eligibility period, and the documentary evidence of implementing the Project within the time limit as laid down in the change request. In the event of submitting the request for extending the expenditure eligibility period, the Implementing Authority is entitled to demand that Beneficiary provides additional collateral for the due performance of obligations arising from this Agreement, as laid down in § 20 Clause 7 hereof.
13. The Beneficiary shall immediately notify the Implementing Authority of any changes to bank account numbers, no later than on the day of submitting a payment request.
14. If the Implementing Authority makes a payment to a bank account with an incorrect number as a result of the failure to fulfil the obligation referred to in Clause 13, any costs related with the re-execution of the payment and all consequences of the attempts to recover the amount representing unjust enrichment by a third party, including the consequences of the loss of that amount, shall be borne by the Beneficiary. The Beneficiary shall be liable jointly and severally with an unjustly enriched third party and shall be obliged to return, at the Foundation's request, the full amount provided to the bank account with the incorrect number. Upon returning the full amount, the Foundation shall declare that it transfers to the Beneficiary the title in any and all recourse financial claims it may hold against the unjustly enriched third party.
15. The Competition regulations, in a part setting out the conditions which Beneficiary should fulfil during Project implementation, and the procedures in force during project implementation, may be updated after the Parties enter into this Agreement, unilaterally by the Implementing Authority, to which the Beneficiary hereby agrees. The Implementing Authority shall notify the Beneficiary of the update and the scope thereof. Should the update of the Competition Regulations result in discrepancies between the provisions of the Agreement and the updated Competition Regulations, the Parties shall promptly enter into an annex to the agreement in order to adapt the provisions hereof to the updated version of the Competition Regulations. Should the Beneficiary not agree to the amendments resulting from the updated Competition Regulations, after they have been

introduced, they are obliged to continue the Project implementation on previous terms (in force before the update of the Competition Regulations), subject to changes arising from the Implementing Authority's obligations towards the Intermediary Authority, including, but not limited to, obligations arising from potential amendments to an agreement entered into between the Implementing Authority and the Intermediary Authority, which the Beneficiary and the Project Manager are obliged to observe.

## **§ 18 The Procedures and Conditions of Terminating the Agreement and Cancelling the Funding**

1. The agreement may be terminated by each Party, subject to a one-month notice period. The Agreement shall be terminated in writing, or shall otherwise be null and void, and the Parties shall provide the grounds for terminating the Agreement.
2. The Implementing Authority may cancel funding or terminate the Agreement, subject to a one-month notice period, if:
  - 1) the Beneficiary refuses to surrender to inspection or document verification, or hinder their performance, or fails to follow post-inspection recommendations, or recommendations based on document verification within a set time limit,
  - 2) the Beneficiary has introduced legal and organisational changes to their status, which might pose a risk to proper Project implementation, or to reaching the project objectives, or has failed to notify the Implementing Authority of the intention to introduce changes,
  - 3) the Beneficiary has failed to submit a payment request within a set time limit;
  - 4) the Beneficiary has not corrected the payment requests which are incorrect or incomplete within a set deadline;
  - 5) the Beneficiary has failed to submit information and clarifications on Project implementation, referred to in § 4 clause 9;
  - 6) the Beneficiary fails to promote the Project in a manner defined herein;
  - 7) further project implementation by the Beneficiary proves impossible or purposeless.
3. The Implementing Authority may cancel funding or terminate the Agreement in writing immediately, if:
  - 1) the Beneficiary has used the funding contrary to its intended use, has collected undue funding, or funding in an excessive amount;
  - 2) the Beneficiary has used the funding in breach of applicable procedures, referred to in Art. 184 of APF, including the award of contract in breach of the provisions laid down herein.
  - 3) the Beneficiary has failed to start the Project implementation for a period longer than 3 months of the agreed Project commencement date defined herein;
  - 4) any of the Beneficiaries has ceased to implement the Project, or implements the Project in breach of this Agreement or applicable laws;
  - 5) there is no progress in Project implementation in relation to the time limits defined in the grant applications, which might raise reasonable concerns as to the possibility of implementing the Project in full;

- 6) the Beneficiary has discontinued its business activities, if liquidation proceedings have been instituted against it or it has been under compulsory administration;
  - 7) the Beneficiary has provided false or incomplete representations or documents in order to receive funding, or at the stage of Project implementation or during the Project durability period;
  - 8) the Beneficiary is found responsible for irregularities, and it has failed to take remedial measures within the time limit set by the authority carrying out the inspection;
  - 9) the Beneficiary is in breach of the durability of operations, within the meaning of Art. 71 of Regulation No. 1303/2013;
  - 10) the objective of the Project has not been achieved;
  - 11) the Beneficiary has failed to follow open recruitment procedures addressed to students and PhD students, in line with the Competition Regulations, or has failed to fulfil its obligations laid down in § 10.
  - 12) the Beneficiary fails to remove irregularities or implement post-inspection recommendations within a time limit set by the Implementing Authority;
  - 13) the Beneficiary fails to submit reports within a set time limit and in line with the agreed principles, referred to in § 12;
  - 14) the Beneficiary presents reports, referred to in § 12, which do not reflect the facts;
  - 15) the Beneficiary has breached the principles described in the Foundation for Polish Science's Code of Ethics for Laureates and Beneficiaries;
  - 16) the Beneficiary is in breach of the provisions of this Agreement;
  - 17) the Beneficiary has failed to submit information and clarifications on Project implementation;
  - 18) preliminary proceedings have been instituted against the Beneficiary or against any individuals for whom it is responsible under the Act on the Responsibility of Collective Entities for Punishable Offences of 28 October 2002 ( Dz.U. [*Journal of Laws*] of 2018, item 703, as amended), in a case which could have an effect on Project implementation;
  - 19) the Beneficiary has failed to establish or provide within a set time limit a collateral for the due performance of obligations hereunder;
  - 20) the Beneficiary is obliged to refund the support under the European Commission's decision.
4. The Implementing Authority may cancel funding, if the payment request includes an undue amount, or the Implementing Authority has taken action with regard to the potential irregularities affecting given expenditures.
  5. The termination of the Agreement under Clauses 1-3 shall be without prejudice to the Beneficiary obligation to submit the report part of the payment request, progress reports, and the obligation to archive documents related to Project implementation, and to make them available at the request of the Implementing Authority. The Beneficiary is obliged to submit the report part of the payment request and the progress report, referred to in § 12 Clause 1 within 25 days of the Agreement termination date.

6. The Beneficiary is not entitled to any compensation for the termination of the Agreement for reasons referred to in Clauses 1-3 herein.
7. The Beneficiary shall not be held liable for the non-performance or undue performance of the Agreement resulting from a Force Majeure event. The Beneficiary shall promptly notify the Implementing Authority of the occurrence of a Force Majeure event, and provide substantiation for the occurrence thereof, indicating the impact of the Force Majeure event on the course of Project implementation.

### **§ 19 Return of Funding**

1. Should the Agreement be terminated for reasons laid down in § 18 clauses 1 and 2 , and clause 3 pt. 3-22, the Beneficiary is obliged to return the awarded funding amount, or a part thereof, within 14 days of the receipt of the request plus the interest in the amount specified as for overdue tax liabilities, calculated as of the date of transferring the funds into the Beneficiary bank account, plus interest accrued in the Beneficiary on the funding awarded as an advance payment.
2. If
  - a) it is found that the awarded funding is utilised contrary to its intended use,
  - b) undue funding is collected,
  - c) funding in an excessive amount is collected,
  - d) the funding is utilised in breach of procedures referred to in Art. 184 of the APF, the provisions of Art. 207(1) of the APF shall apply.
3. If circumstances referred to in Clause 2 occur, the Implementing Authority shall demand that the Beneficiary:
  - 1) return the funds,
  - 2) consent to the reduction of subsequent payments, pursuant to Art. 207 (2) of the APF.within 14 days of receiving the request.
4. Upon failing to meet the set time limit referred to in Clause 3, the Implementing Authority shall issue a decision which defines the amount of the funds to be returned and the time limit, as of which interest will be accrued, as well as the method of the return of funds, and an instruction on sanctions under Art. 207(4)(3) of the APF.
5. In the event of refunding expenditures which are the basis for calculating the flat-rate expenditures, the Beneficiary is obliged to return the expenditure amounts in proportion to the amount of flat-rate expenditures.
6. The Beneficiary shall be excluded from the possibility of being awarded funds allocated for the implementation of programmes financed from the European Regional Development Fund, on principles laid down in Art. 207(4) of the AOF, subject to Art. 207(7) of the APF.
7. The funding amount should be returned by transfer into the bank account indicated by the Implementing Authority, indicating:
  - a) the number of the Project;
  - b) the principal amount and interest;

- c) the basis for the repayment;
  - d) the year in which the funds being repaid were received.
8. For the purposes of collection of its amounts receivable, the Foundation may grant a third party a power of attorney to act on its behalf.
  9. In the event of a failure to return the funds in the full amount with the interest specified as for overdue tax liabilities, the paid amount shall be allocated, on a pro rata basis, towards the settlement of the principal overdue amount understood as the amount of the funding envisaged for return (net of interest) and the amount of the interest as for overdue tax liabilities at the ratio at which the principal overdue amount remains in relation to the amount of the interest.
  10. The Beneficiary undertakes to cover the documented costs of debt collection measures taken against it, in particular the costs of legal aid provided by professional legal representatives whenever any payment has been made to the Beneficiary.

### **§ 20 Collateral securing the due performance of the Agreement<sup>10</sup>**

1. The funding shall be paid out upon establishing and providing a collateral by the Beneficiary, which secures the due performance of the obligations arising from the Agreement, in a form defined in Clauses 2 and 3.
2. During the entire term of the Agreement, i.e. the Project implementation and the Project durability periods, the Beneficiary shall establish a collateral in the form of a blank bill of exchange, including the “non-endorsable” clause, and a signature certified by a civil-law notary, or affixed in the presence of a person authorised by the Implementing Authority, together with the bill-of-exchange agreement.
3. If the total value of the funding awarded in the form of advance payments exceeds the amount set forth in the Regulation on advance payments, the Beneficiary shall establish a collateral in one or several forms referred to in § 5 clause 3 of the Regulation on advance payments, in the minimum amount corresponding to the highest tranche of advance payments.
4. The Implementing Authority shall select the form of collateral referred to in clause 3. The collateral may be selected by way of approving proposals put forward by the Beneficiary.
5. Any activities involving the collateral shall be governed by separate laws.
6. The Beneficiary is obliged to submit to the Implementing Authority a correctly issued collateral referred to in Clause 2, within 14 days of the effective date of the Agreement. The Beneficiary is obliged to submit to the Implementing Authority a correctly issued collateral referred to in Clause 3, no later than on the date of the first advance payment request. Failure to establish and submit the collateral, referred to in Clause 2, within the time limit arising hereof, and in the form approved by the Implementing Authority, shall constitute the basis for terminating the Agreement immediately. Failure to establish the collateral, referred to in Clause 3, within the time limit arising hereof, and in the form approved by the Implementing Authority, shall constitute the basis for refusing to approve the advance payment request.
7. The Implementing Authority may request an additional collateral in the form selected from the ones listed in the Regulation on advance payments, if they find that the risk of irregularities in Project implementation in subject-matter and financial terms is high. The Beneficiary is obliged to

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<sup>10</sup> Unless the Beneficiaries are exempt from the obligation to provide collateral under applicable laws.

meet the demand; otherwise it may be refused funding or the agreement may be terminated immediately.

8. The provisions of Clause 7 shall be applied accordingly if the advance payment amount has been increased as a result of changes to the payment schedule.
9. The collateral referred to in Clause 2 shall be returned upon the expiration of the Project durability period at the written request of the Beneficiary. The Implementing Authority reserves the right to destroy the blank bill of exchange and the bill of exchange agreement if such request is not filed within 6 months of the expiration of the Project durability period.
10. The collateral referred to in Clause 3 may be released at the written request of the Beneficiary if the full amount of funding awarded in the form of advance payments as part of the Project has been settled by the Beneficiary.
11. The collateral referred to in Clause 7 may be released at the written request of the Beneficiary if the full amount of funding awarded to the Beneficiary has been settled.
12. The termination of the Agreement may constitute an independent prerequisite for the possibility to utilise the collateral up to the amount of the paid-out funding increased by the interests and costs referred to in § 19 herein.

### **§ 21 Communication between the Parties**

1. The following forms of communication may be used by the Parties in the performance of the Agreement:
  - 1) by registered mail,
  - 2) by courier service,
  - 3) via electronic mail,
  - 4) via SL2014 ICT system.
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 format, respectively.
3. The written communication shall be deemed as validly served when the Beneficiary has failed to notify a change of their contact details or the sent communication has been returned with a note from the postal operator about its inability to deliver the letter/parcel, e.g. 'the addressee has moved', 'not collected in time' or 'addressee not known'.
4. Should the Beneficiary refuse to accept written communication, such communication shall be deemed served on the day the Beneficiary makes a declaration about its refusal to accept such communication.
5. If an event marks the beginning of a time limit expressed in days, the day in which the event occurred shall not be taken into consideration for calculating the duration of the period; the last day of the set number of days shall be deemed the end of the time limit.
6. Should the end of the time limit fall on public holidays or Saturday, the next working day shall be considered the end of the set time limit.
7. Any correspondence relating to the performance of the Agreement should specify the Agreement number.

8. Addresses for service:

1) The Implementing Authority

Fundacja na rzecz Nauki Polskiej

ul. Ignacego Krasickiego 20/22

02-611 Warszawa

2) The Beneficiary

[ ]

[ ]

[ ]

9. The following individuals shall be responsible for day-to-day contact in relation to the performance of the Agreement:

1) for the Implementing Authority

a) as regards the subject matter of the Project [ ], e-mail [ ], phone [ ]

b) as regards the financial implementation of the Project [ ], e-mail [ ], phone [ ]

2) The Beneficiary

a) Beneficiary representative [ ], e-mail [ ], phone [ ]

b) Project Manager [ ], e-mail [ ], phone [ ]

10. Should the data referred to in Clauses 8 or 9 change, the Party affected by such change shall promptly notify the other Party accordingly, no later than within 14 days of the change of the said data. By the date of such notice, any correspondence sent to the previously used addresses shall be considered effectively delivered. Pursuant to § 17 Clause 2 hereof, the change of the aforementioned data shall not require the conclusion of an annex to the Agreement.

## § 22 Final provisions

1. The Agreement shall enter into force on the date of signing hereof by the last Party. If the Agreement is not signed by all the Parties on one day, the last Party to sign the Agreement shall be the Implementing Authority.
2. In any matters not provided for herein, the provisions of the Competition Regulations, the Implementing Act, and other applicable domestic laws and relevant EU laws shall apply.
3. Any doubts arising in the course of Project implementation and relating to the interpretation of the Agreement shall first be resolved by way of negotiations conducted by the Parties. Should prerequisites to terminate the Agreement immediately occur, the Parties may withdraw from holding negotiations.
4. If the parties do not reach an understanding, any disputes shall be resolved by a common court having jurisdiction over the Implementing Authority's registered office.
5. Should
  - a) any amendments be made to the agreement signed between the Intermediary Authority and the Implementing Authority that give rise to a conflict or inconsistency between the provisions of

the Agreement and the aforementioned agreement or to the need for amendment of the provisions of the Agreement;

- b) any amendments be made to the documents invoked in the Agreement to the extent that gives rise to a conflict or inconsistency with the provisions of the Agreement, except for the provisions relating to the possible amendments arising from § 17 of the Agreement;
- c) any part of the Agreement be found by a common court or another authorised body to be invalid or ineffective by law,

the remaining provisions of the Agreement shall continue to be deemed fully applicable and binding and the Parties mutually undertake to amend or supplement the provisions of the Agreement so as to adjust its wording to the aforementioned changes, rulings, decisions or provisions.

- 6. The Parties jointly agree that, should any provision of the Agreement or part thereof be found invalid, ineffective or unenforceable for any reason, this shall have no impact on the validity of the remaining provisions of the Agreement. In such case, the Parties undertake to take all legally acceptable measures to agree on their rights, obligations and common interests so that the targets specified in the Agreement can be attained otherwise in a manner that is legal and feasible.
- 7. The Agreement has been drawn up in two identical counterparts, one for each Party.
- 8. The following appendices constitute an integral part of the Agreement:
  - a) Appendix No. 1: Description of an innovative and original character of a research programme;
  - b) Appendix No. 2: Scholarship regulations applicable to Measure 4.4. SG OP – the TEAM-NET Competition;
  - c) Appendix No. 3: Project Budget;
  - d) Appendix No. 4: Payment Schedule;
  - e) Appendix No. 5: VAT Eligibility Declaration;
  - f) Appendix No. 6: Statement of the scientific unit;
  - g) Appendix No. 7: A blank-bill of exchange bearing the “non-endorsable” clause, and the bill of Exchange Agreement (if applicable)
  - h) Appendix No. 8: A copy of a document confirming the authority of the Beneficiary representative to act for and on its behalf (power of attorney, an extract of an entry in the National Court register, other) (if applicable).

The Implementing Authority

On behalf of the Beneficiary

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