

The minimum scope of consortium agreements required for projects implemented within consortium in a TEAM-NET competition under Measure 4.4 of the Smart Growth Operational Programme:

1. Details of consortium members,
2. The purpose of establishing the consortium,
3. The term of the consortium agreement - for at least the same term as the Project grant agreements,
4. Defining the entity to represent the consortium - Consortium Leader.
5. Defining the authority of the Consortium Leader, including:
 - a) representing consortium members in contacts with the Implementing Authority,
 - b) entering into project grant agreements with the Implementing Authority, on one's own behalf and on behalf of the consortium members,
 - c) making amendments to the Project grant agreement,
 - d) representing consortium members in matters related to the performance of the project grant agreement,
 - e) mediating in the transfer of funds to consortium members from the Implementing Authority, and in the settlement of the funds,
6. Granting a power of attorney to the Consortium Leader - the scope of the authority should be consistent with pt. 5, and should be included in the Consortium Agreement, and the power of attorney should be appended to the consortium agreement,
7. Dividing the tasks assigned to the management team,
8. Dividing the planned research teams, and indicating their location at each of the consortium members' sites, together with the consortium members' representations that each of the teams must meet the project selection criteria during the entire project implementation period.
9. Dividing tasks within the Project, including the budget and project indicators, between individual project members.
10. Authorising the Consortium Leader to incur eligible expenditures, and defining the principles of settlement between the Consortium Leader and consortium members, which would guarantee that the principles of managing expenditures will be observed, under the grant agreement and the TEAM-NET Competition Regulations, including the conditions of expenditure eligibility.
11. The Principles of project results' commercialisation, in particular industrial research and development works, or development works¹, under the Project grant agreement.
12. The principles of dividing economic copyright to research results, in particular industrial research and development work, or development work being the result of the Project, or access rights to the results, arising from a joint project implementation, reflecting the actual share of the consortium members in the production of results.
13. Confidentiality principles between consortium members and in relations with third parties, involving intellectual property being the outcome of project implementation.
14. Obligations of consortium members, including:
 - a) the obligation to implement the project in accordance with applicable laws, the project grant agreement, and the TEAM-NET Competition Regulations, including the Cost Eligibility Guide for Measure 4.4 of the SGOP within the TEAM NET Programme,

¹ Industrial research is research referred to on art. 2 (85) of the Commission Regulation No. 651/2014 of 17 June 2014. Development work is experimental development, referred to in art. 2 (86) of the Commission Regulation No. 651/2014.

- b) the obligation not to assign any rights, obligations or liabilities arising from the consortium agreement to any third parties during the expenditures' eligibility period and the project durability period, without the consent of the Implementing Authority, and subject to observing the project selection criteria,
- c) defining the principles and time limits of providing by the consortium members to the consortium leader any information necessary for the proper performance of the project grant agreement, in particular any information necessary for preparing payment applications, progress reports, and interim reports on the implementation of individual project stages, and the final report.
- d) defining the principles and time limits for providing by the consortium members to the consortium leader certified copies of post-inspection reports, and post-inspection recommendations, or any other equivalent documents prepared by inspection authorities, if the inspection results refer to the project,
- e) consortium members' obligation to maintain separate accounting records for project expenditures, in a clear and accurate way, allowing for the easy identification of individual operations related with the Project,
- f) consortium members' obligation to ensure separate bank accounts, to which any payments related with project implementation will be transferred,
- g) the Consortium Leader's obligation to provide to consortium members, at their request, any information given by the Implementing Authority in relation to the project, including the project grant agreement and appendices thereto,
- h) defining the principles and time limits of providing to the Consortium Leader by the consortium members certified copies of documentary evidence of incurred expenses (excluding costs settled using a simplified method),
- i) consortium members' obligation to respect the research autonomy of the Project Leader and research team leaders, in line with the approved research project referred to in grant applications, and to provide appropriate conditions to carry out research works, in accordance with the scope indicated in the grant application, and to provide access to research equipment,
- j) consortium members' obligation to appoint research team leaders and the remaining team members, indicated in the project, under open competitions, in line with the principles laid down in the Competition Regulations, as well as to award scholarships on the conditions and in line with the principles set forth in *The Regulations for the award of scholarships in a project under measure 4.4. of the SGOP - TEAM-NET programme*,
- k) the Consortium Leader's obligation to provide to consortium members any information and documents related to the monitoring and inspection of proper project implementation submitted to the Implementing Authority,
- l) consortium members' obligation to immediately inform the Consortium Leader of their intention to introduce legal and organisational changes in their status, which could directly affect the implementation of the project or reaching project objectives,
- m) consortium members' obligation to immediately inform the Consortium Leader on any final and binding decision concerning a ban imposed on a consortium member, referred to in Art. 12(1) of the Act of 15 June 2012 on the outcomes of employing third-country nationals staying in the Republic of Poland illegally, or if preliminary proceedings have been instituted against the consortium member or against any individuals for whom the

consortium member is responsible under the Act on the Responsibility of Collective Entities for Punishable Offences of 28 October 2002, in a case which could have an effect on the implementation of the Project,

- n) consortium members' obligation to inform the Consortium Leader of discontinuing its business activities, or if liquidation proceedings have been instituted against it or it has been under compulsory administration,
- o) mutual obligation to immediately inform of the occurrence of a Force Majeure event, which could have a direct effect on project implementation or on reaching project objectives,
- p) consortium members' obligation to inform the Consortium Leader on the need to introduce changes to the project,
- q) consortium members' obligation to inform of its possible exclusion from receiving funds allocated for the implementation of programmes financed from European funds, pursuant to the Public Finance Act,
- r) consortium members' obligation to immediately inform the Consortium leader if, during the project implementation, it is found that further industrial research and development work, or development work, might not lead to obtaining the anticipated results,
- s) the obligation to archive any and all data concerning the implementation of the Project, specifically documents related to financial and technical management, the procedures applicable to entering into agreements with contractors, in a manner ensuring due security in accordance with Article 140 of Regulation (EU) of the European Parliament and of the Council No. 1303/2013 of 17 December 2013, until the lapse of 2 years of 31 December following the submission of the statement of expenditures covering the final expenditures referring to the completed operation (unless a longer period is required by the applicable laws), and, at the request of authorised bodies, to make the data available, together with the research site and premises, where the project is being implemented, IT systems related to the project implementation, and any documents in electronic format related with the Project,
- t) consortium members' obligation to facilitate inspections and audits, in the scope of project implementation, in the period laid down in Art. 23(3) of the Act of 11 July 2014 on the Principles of Implementing Cohesion Policy Programmes Financed under the 2014-2020 Financial Perspective, and to submit any information, clarifications, and documents (if it is necessary for verifying the eligibility of expenditures incurred as part of the Project, and including any confidential documents, and documents which are not directly related with project implementation) at the request of authorised bodies, as well as to adhere to any post-inspection recommendations, and provide clarifications on the causes of not adhering to the recommendations within a set time limit,
- u) consortium members' obligation to co-operate in the scope of performing the mid-term review of the project, including participation in the meetings with Implementing Authority's experts,
- v) the obligation to cooperate during the project implementation period, and the project durability period with the Implementing Authority, or other authorised institution, in particular the obligation to provide to those bodies any and all information on the Project, concerning the economic effects and other benefits of project implementation,

- and to take part in interviews and surveys, as well as to provide information necessary for conducting evaluation,
- w) consortium members' obligation to reach objectives and indicators,
 - x) consortium members' obligation to perform revenue monitoring, under § 3 of the project grant agreement.
 - y) the obligation to ensure the durability of the effects of the project, within the meaning of Art. 71 of the Regulation (UE) of the European Parliament and of the Council No. 1303/2013 of 17 December 2013 for a period of 5 years of the date of the final payment to the Consortium Leader,
 - z) the obligation to inform the public on the fact of receiving funding for project implementation from the Programme funds, both during the project implementation and thereafter, and to apply the provisions of pt. 2.2 *Responsibilities of beneficiaries* of Annex XII to the Regulation (EU) of the European Parliament and of the Council No. 1303/2013 of 17 December 2013, and Commission Implementing Regulation (EU) No. 821/2014 of 28 July 2014.
15. Consortium members' obligation to refrain from contracting to each other the provision of services, supplies or construction works, and from employing consortium members' staff, as project staff, by the leader and vice versa.
 16. Conflict resolution procedures,
 17. The procedures adopted if the need arises to introduce changes to the composition of the consortium, arising from, *i.a.*, an entity's resignation from participating in the consortium, bankruptcy of the entity, subject to the obligation of meeting the project selection criteria.
 18. The principles of the Consortium Leader's and consortium members' liability arising from the non-performance of obligations laid down in the consortium agreement, or improper project implementation.
 19. The principles of liability for damages towards third parties related with project implementation, and principles of confidentiality between Consortium members,
 20. Settling the issues of personal data protection as regards persons involved in project works, in line with applicable laws,
 21. The obligation to make amendments to the consortium agreement in writing, which will otherwise be considered null and void, and to inform the Implementing Authority of the amendments.