

**FUNDING AGREEMENT
INTERNATIONAL RESEARCH AGENDAS**

PROGRAMME PRIORITY 2 EUROPEAN FUNDS FOR SMART ECONOMY 2021-2027 (FENG)

Funding agreement no.

Project title

hereinafter referred to as "the Agreement "

Designation of the Parties to the Agreement

..... hereinafter "the Institution"

..... hereinafter referred to as the "Beneficiary".

The Institution and the Beneficiary are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

Measure based on *(list to be updated as at the date of the Agreement)*:

- 1) "Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund and the European Maritime and Fisheries Fund, as well as financial rules for these Funds and for the Asylum and Migration Fund, the Internal Security Fund, the Border Management Financial Assistance Facility and the Visa Policy, hereinafter referred to as the "**General Regulation**";
- 2) Act of 28 April 2022 on the rules for the implementation of tasks financed from European funds in the financial perspective 2021-2027, hereinafter referred to as **the 'Implementation Act'**;
- 3) of the Act of 27 August 2009 on public finances, hereinafter referred to as "ufp";
- 4) Act of 3 October 2008 on providing information on the environment and its protection, public participation in environmental protection and environmental impact assessments, hereinafter referred to as the "**EIA Act**";
- 5) Regulation of the Minister of Funds and Regional Policy of 21 September 2022 on advances within the framework of programmes financed with European funds, hereinafter referred to as the "**Regulation on advances**";
- 6) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, hereinafter referred to as "**Regulation No 651/2014**" or "**GBER**";
- 7) Commission Communication: Framework Guidelines for state aid for research, development and Innovation (2022/C 414/01) (OJ C 414, 28.10.2022), hereinafter referred to as **the Framework Guidelines**;
- 8) European Funds for a Smart Economy (**FENG**) Programme, 2021-2027, hereinafter referred to as 'FENG';

- 9) European Commission Decision C (2019)3452 of 14 May 2019 establishing Guidelines for determining financial corrections to Union-funded expenditure in case of non-compliance with applicable public procurement rules.

The parties to the Agreement agree as follows:

§ 1.

Definitions

- 1) **Beneficiary** - shall mean a Research Unit acting as an entity, referred to in Article 2(9) of the General Regulation;
- 2) **Project budget** - shall mean the financial plan of the Project and specified in the Application for funding, taking into account the tasks, categories of eligible expenditures;
- 3) **CST2021** - it should be understood as the ICT system referred to in Chapter 1, Article 2, point. 29 of the Implementation Act;
- 4) **PhD student** - should be understood as a person preparing a PhD thesis in the doctoral training mode in a doctoral school or extramural mode, participating in the in the project under the supervision of the Research Group Leader;
- 5) **Senior postdoctoral researcher** - means a researcher with at least a PhD degree with specific competencies necessary for the implementation of the Project and with a minimum of 5 years of experience in research and development, with the 5-year period counted from the year of obtaining the PhD degree;
- 6) **Head researcher of the project** - should be understood as a person with a scientific title/degree, who is the main author of the substantive concept presented in the application and one of the executors of the Project. The main executor of the Project is at the same time the leader of one of the research teams;
- 7) **Project Schedule** - means the schedule of work for the Project, which is annexed to the WOD;
- 8) **Infrastructure** - is to be understood as tangible property of a permanent nature fulfilling the following conditions:
 - is immovable, i.e. it is permanently fixed to the ground or to the property,
 - has an unlimited service life with normal use including standard care and maintenance,
 - retains its original shape and appearance during use;
- 9) **Institution** - it should be understood as the Foundation for Polish Science (FNP), which is the Intermediary Body for Measure 2.1. FENG;
- 10) **Managing Authority** - it should be understood as the minister in charge of regional development, whose service in the scope of FENG implementation is provided by an organisational unit in the Ministry in charge of regional development;
- 11) **Partner unit from abroad** - should be understood as a Research Organisation based outside the territory of the Republic of Poland (public or private), which is a leading organisation in the international environment in the IRAP thematic scope, with which the IRAP Unit has a cooperation agreement within the IRAP project and which is indicated in the Application for funding;
- 12) **IRAP implementing unit (IRAP unit)** - should be understood as a Research Organisation or a separate organisational structure within it, in which the Project is implemented, meeting the requirements of the Project Selection Criteria, including but not limited to meeting the definition of a Research Organisation;

- 13) **Catalogue of eligible expenditures** - shall mean the catalogue of eligible expenditures in the Measure FENG 2.1 International Research Agendas, being an annex to the Regulations for Project Selection. Catalogue of eligible expenditures in the Measure, i.e. expenditures necessary for the implementation of the Project incurred in accordance with the Regulations for Project Selection, the Funding Agreement and the Guidelines on eligibility of expenditures 2021-2027, which are published on the website of the Managing Authority and the Intermediate Body.
- 14) **Knowledge transfer broker** - should be understood as a person responsible for the commercialisation of research results obtained within the IRAP project; his/her tasks include constant market research, work on the preparation of the most adequate strategy for the transfer of project results and taking care of the correct implementation of the strategy for the commercialisation of research results in the IRAP Unit with particular emphasis on the protection of the developed intellectual property (IP). Technology transfer broker has to stay in touch with the Beneficiary's organisational unit dealing with technology transfer in the IRAP implementing unit (e.g. Technology Transfer Centre);
- 15) **National Smart Specialisation (NSS)** - it should be understood as a document defining the thematic scope covered by the call, available on the website of the Institution. The document in force on the day of the call's announcement, constituting an annex to the Regulations for Project Selection, is the binding version;
- 16) **Research** group leader - should be understood as a researcher performing the duties of a research group leader in the IRAP implementing unit (IRAP unit) responsible for the substantive work of a given group;
- 17) **International Research Agenda (IRAP)** - it should be understood as a research programme defining a clearly specified scientific challenge of supranational importance within the scope of the KIS and the method of work and approach to its solution, which is to be the substantive basis for the activity of the Unit implementing the IRAP. The International Research Agenda (IRAP), in addition to a precisely defined research problem, should be characterized by an innovative and competitive approach to its solution, which should ensure that the Unit implementing the IRAP gains a leading position in the world among units dealing with similar research problems. A IRAP that falls within the scope of the KIS may require the work of researchers from different disciplines and the interdisciplinary input of different research groups to solve the problem identified in it. Due to the holistic approach of the IRAP, the project may therefore include, for example, a project component involving researchers specializing in social sciences or humanities. The description of the International Research Agenda is part of the Application for funding;
- 18) **International Scientific Committee (ISC)** - should be understood as an international advisory body to the IRAP Unit, consisting of prominent representatives of science, internationally recognized authorities in fields related to the implementation of the IRAP and, if justified to facilitate the achievement of the Project objective, Entrepreneur with experience in cooperation with scientists or Entrepreneur with extensive experience in implementing new technologies. Entrepreneur may not have preferential access to research results;
- 19) **Junior Postdoctoral Researcher** - should be understood as a person holding a doctoral degree for no longer than 5 years, who participates in the Project under the supervision of the Research Group Leader. However, the 5-year period is counted from the year of obtaining the doctoral degree. The beginning of the period is the annual date of obtaining the degree, and the end - the year preceding the deadline for submitting applications in the competition. The 5-year period may be extended by any documented periods of interruption in research work

occurring after the date of award of the doctoral degree, and breaks of not less than 6 months will be taken into account. A documented break in service shall be considered to include, but not be limited to, unpaid leave, parental leave, breaks due to long term For women who have given birth or who have adopted a child, the time limit of five years is extended by one year for each child, irrespective of the date of birth or adoption of the child, even if the period of documented leave or breaks in work related to this was shorter;

- 20) **Individual Researcher I** - is to be understood as a visiting researcher employed at a Research Organisation abroad with a degree (other than a Research group leader, Senior postdoctoral researcher or Junior Postdoctoral researcher, whose conditions of employment are specified in the Agreement) engaged to work in the Project for a period of up to 6 months to collaborate on a research task;
- 21) **irregularity** - shall mean an irregularity within the meaning of Article 2, points 17 and 18 of the Implementation Act;
- 22) **Project implementation period** - shall mean the period specified in the Agreement necessary to carry out the tasks of the Project, the same as the period of eligibility of costs for the Project, which may be extended according to the rules stipulated in the Agreement;
- 23) **Research unit** - this is to be understood as an organisation conducting research and disseminating knowledge in accordance with Article 2 para. 83 of the GBER Regulation declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187, 26.06.2014, p. 1). The primary objective of a research organisation, irrespective of its legal status or method of funding, is to carry out fundamental research, industrial research or experimental development on its own or to disseminate the results of such activities on a large scale through teaching, publication or knowledge transfer;
- 24) **Payer** - this should be understood as Bank Gospodarstwa Krajowego, which transfers payments on the basis of a payment order issued by the Institution;
- 25) **R&D activities** - it should be understood as industrial research or experimental development performed as part of a research and development project defined in accordance with Article 25 of the Regulation (GBER);
- 26) **Project** - it should be understood as an undertaking within the meaning of Article 2(22) of the Implementation Act, i.e. the Project entitled[name of the Project] specified in the Application
for funding No.[number of the Application for funding];
- 27) **PoC project** - it should be understood as a project financed by the Institution in the Proof of Concept Measure under the terms of separate regulations and contract;
- 28) **Entrepreneur** - means an undertaking within the meaning of Article 1 of Annex I to Regulation 651/2014;
- 29) **The Regulations for Project Selection (CPR)** - means the document containing the rules for the submission of proposals and their evaluation in the Measure International Research Agendas, funded under the Operational Programme European Funds for a Smart Economy (FENG).
- 30) **Force Majeure** - shall be understood as an event or combination of events beyond the control of the Parties preventing the performance of their obligations under the Agreement, which the Parties could not have foreseen and which they could not have prevented or overcome by acting with due diligence;
- 31) **Student** - refers to a person who has the status of a student at a domestic or foreign university;

- 32) **scholarship holder** - it should be understood as a PhD student receiving remuneration for his/her work within the IRAP project in the form of a scholarship under the Regulations for Awarding Scholarships Granting Assistance to Project Participants in the FENG 2021-2027 in the Scope of Programmes of the Foundation for Polish Science;
- 33) **public funds** - it should be understood to mean the funds referred to in Article 5(1)(2) ufp;
- 34) **Sustainability of operations** - shall mean the assurance that within five years from the date of the final payment to the Beneficiary the principles of Article 65 of the General Regulation will be respected, i.e. there will be no change in the ownership of an item of infrastructure which gives to a firm or a public body an undue advantage or a substantial change affecting the nature of the operation, its objectives or the conditions for its implementation which would result in a breach of the original objectives of the operation (as indicated in the Contract). The date of the final payment referred to in Article 65(1) of the General Regulation shall be (a) the date on which the payment account of the body transferring the funds to the Beneficiary is debited, in cases other than those referred to in point (a), (b) the date on which the final payment application is approved;
- 35) **Contract** - shall mean this Project Funding Agreement concluded between the Beneficiary and the Institution;
- 36) **Climate-proofing** - means a process aimed at preventing the vulnerability of infrastructure to the potential long-term impacts of climate change, while ensuring that the principle of "energy efficiency first" is respected and that the level of greenhouse gas emissions resulting from the Project is compatible with the goal of achieving climate neutrality in 2050;
- 37) **Application for funding** - shall mean the application for funding No. submitted by the Beneficiary for the purpose of obtaining funding for the implementation of the Project, a copy of which constitutes Appendix 1 to the Agreement.
- 38) **Application for payment** - shall mean the application included in in the appropriate section for the Project in CST2021, drawn up by the Beneficiary according to the model defined by the Managing Authority, which serves, inter alia, to settle or report the Project;
- 39) **eligible expenditure** - this should be understood as expenditure eligible for aid in accordance with the Guidelines *on the eligibility of expenditure for the period 2021-2027*, which are published on the website funduszeuropejskie.gov.pl;
- 40) **Eligibility Guidelines** - this should be understood as the "Guidelines on the eligibility of expenditure for the period 2021-2027" issued by the Minister of Funds and Regional Policy, which are published on the website of the Managing Authority (funduszeuropejskie.gov.pl) and the Institution;
- 41) **completion of the Project** - shall mean the financial settlement of the final payment application.
final payment application, understood as the day¹ of the last transfer to the Beneficiary's bank account - in the case when, within the framework of the final payment application settlement, the Beneficiary receives the funds, or as the day of the final payment application approval - in other cases;
- 42) **advance payment** - shall mean a grant provided to the Beneficiary in advance, either in one lump sum or in tranches under the Agreement, for the purpose of implementing the Project;
- 43) **investment permit** - it should be understood as a set of decisions of competent authorities, on the basis of which the Beneficiary receives the right to implement the project. Such a set means

¹ The date on which the Beneficiary's account is credited.

the decision on environmental conditions in combination with other required decisions and notifications referred to in Art. 72 par. 1 and 1a of the EIA Act (if required for the given project (e.g. construction permit). All decisions and permits making up the investment permit must be final;

- 44) **payment order** - shall mean a document issued in accordance with the model specified in the Regulation of the Minister of Finance of 21 December 2012. on payments under programmes financed with the participation of European funds and the transmission of information concerning those payments.

§ 2.

Subject of the Agreement

1. Pursuant to this Agreement, the Authority shall provide the Beneficiary with a grant for the implementation of the Project (from the funds of the 2nd Priority of the Programme European Funds for a Smart Economy 2021-2027 (FENG)).
2. The Beneficiary shall implement the Project with due diligence and shall use the grant under the terms of the Contract.
3. The total cost of the Project is PLN (in words:).
4. The total amount of eligible expenditure is (in words: PLN).
5. The total amount of funding is zł
(in words: PLN).²
6. If an Applicant that has been awarded a grant under the IRAP Programme during its implementation receives a grant under the Teaming for Excellence competition, the Beneficiary of the IRAP project will be able to apply for an increase in the grant up to a maximum equivalent of EUR 8 million, under the rules defined by the Institution.
7. The Project applies a flat rate for **indirect costs of 25% of the** direct costs incurred, excluding subcontracting costs.

§ 3.

General Project Conditions

1. The Beneficiary is implementing the Project with as the Head researcher of the project.
2. The Beneficiary undertakes to implement the Project with due diligence, in accordance with:
 - 1) Application for funding - in case of doubts about the valid version of the Application for funding, its final version accepted for funding is available held by the Institution and available to the Beneficiary and the Head researcher of the project in the electronic system of the Institution;
 - 2) Agreement and its appendices;
 - 3) applicable national and European Union law, in particular EU policies, including state aid, public procurement, labour law and the horizontal principles of Article 9 of the General

² The amount may be amended in accordance with the rules set out in § 5(5) to (6).

Regulation³, the Charter of Fundamental Rights of the European Union (Articles 1, 3-8, 10, 15, 20-23, 25-28, 30-33) and the Convention on the Rights of Persons with Disabilities (Articles 2-7, 9);

- 4) the applicable Guidelines of the Minister in charge of regional development issued pursuant to Article 5(1) of the Implementation Act.
3. The Beneficiary undertakes to achieve the objectives and indicators of the Project as set out in the Application for funding (so-called Application) and indicators of the Project.
4. The Beneficiary may not, without the consent of the Institution, transfer to another entity the rights, obligations or receivables arising from the Contract.
5. The Institution does not claim any rights to the results of the research resulting from the work carried out under the Project by virtue of the grant.
6. The Institution shall not be liable for any damage arising in connection with the implementation of the Contract. The Beneficiary shall be solely liable to third parties for damages arising in connection with the implementation of the Project. Whenever a third party, in connection with the implementation of the Project, makes a claim against the Institution, the Beneficiary undertakes to indemnify the Institution.
7. The Beneficiary undertakes to obtain the relevant approvals and permits for the implementation of the project referred to in Art. 3 (1) (13) of the EIA Act, in case it concerns the Project.
8. The Beneficiary undertakes to provide an update of the completed "Analysis of the compliance of the Project with the environmental policy" form together with a copy of the investment permit at the latest before the first payment of the grant⁴.
9. The Beneficiary undertakes to obtain all ethical or other committee approvals and other legally required authorisations necessary for the conduct of the research to which it relates prior to the commencement of such research, and undertakes to ensure that no research whose conduct requires approval or authorisation in accordance with the applicable regulations is carried out before all necessary approvals and authorisations have been obtained. At the request of the Institution, the Beneficiary shall provide the Institution with copies of the aforementioned approvals or authorisations.
10. The Beneficiary undertakes to provide the Institution, prior to the first grant payment, but no later than 14 days after the signing of the Agreement, with the following documents⁵:
 - a) a document confirming the employment of the Head researcher of the project according to the in accordance with the Application for funding and this Agreement,
 - b) confirmation of the provision of security - if applicable in accordance with § 15,
 - c) a document confirming access to laboratory space and equipment, in accordance with the in accordance with the Application for funding.
11. The Beneficiary shall have the right to request an extension of the time limit for providing the documents referred to in paragraph 10 with justification. The Institution shall extend the time limit for providing the above documents if it considers the Beneficiary's request to be justified.

³ In the case of work regulations, it is necessary to take into account the grounds indicated in Article 9(3) of the General Regulation such as, inter alia, gender, race or ethnic origin, religion or belief, disability, age or sexual orientation.

⁴ If the "Conformity analysis..." form was submitted before the Funding agreement was signed, and the Beneficiary did not have at that stage the investment permit, which is required for the project, but obtained it after the signing of the agreement for the project, but obtained it after the grant agreement was signed, then he/she submits an updated form.

⁵ If applicable - the obligation may arise from the evaluation process.

12. The Beneficiary undertakes to purchase Infrastructure in accordance with green procurement criteria⁶, including taking into account energy consumption parameters (where possible) at the stage of purchase or procurement procedure⁷.
13. The Beneficiary undertakes to handle waste in accordance with the waste hierarchy, with waste, paying particular attention to the prevention of waste generation during and after Project implementation in accordance with the Waste Act of 14 December 2012.
14. Subject to par. 13 and § 9 par. 13, the Beneficiary, after having used the fixed assets purchased under the Project, undertakes to handle them in such a way as to prevent waste. If a fixed asset becomes waste, the Beneficiary undertakes to handle this waste in accordance with the legal standards of waste management and taking into account the manufacturer's recommendations⁸.
15. The Beneficiary undertakes to manage the hazardous substances/waste generated during or after the Project in accordance with the Waste Act of 14 December 2012 and subject to paragraph 13⁹.
16. The Beneficiary undertakes to implement the Project in accordance with the requirements set out in the Directive on the assessment of the effects of certain public and private projects on the environment¹⁰, the Directive on the conservation of wild birds¹¹, the Directive on the conservation of natural habitats and of wild fauna and flora¹² and the Directive establishing a framework for Community action in the field of water policy¹³ (if applicable to the Project).
17. The Beneficiary undertakes to be climate-proof in the case of investments in Infrastructure with a life expectancy of at least five years, in accordance with Article 73(2)(j) of the General Regulation¹⁴.
18. The Beneficiary undertakes to exercise due diligence and to protect equipment and IT systems of¹⁵ against cyber attacks¹⁶.
19. To the extent necessary for the achievement of the purposes set out in the Agreement, each Party shall be responsible, in accordance with the circumstances applicable to it, independently and autonomously, for the compliance of the processing of personal data with the Agreement and with the generally applicable regulations in force. If, in the course of implementing the Project, it becomes apparent that its implementation will require the entrustment of personal data processing or the provision of data, the Beneficiary undertakes to conclude any legally required agreements.
20. During the term of the Agreement, the Beneficiary undertakes to provide the Authority and entities authorised by the Authority with all information or make available all documents¹⁷ concerning the implementation of the Agreement and the disbursement of the grant within the time limit and in the manner indicated by the Authority.

⁶ <https://www.uzp.gov.pl/baza-wiedzy/zrownowazone-zamowienia-publiczne/zielone-zamowienia>

⁷ If applicable.

⁸ If applicable.

⁹ If applicable

¹⁰ Directive 2011/92/EU of the European Parliament and of the Council of 13 December 2011 on the assessment of the effects of certain public and private projects on the environment (codified version) (OJ L 026, 28.1.2012, p. 1 as amended).

¹¹ Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds (codified version) (OJ L 020, 26.1.2010, p. 7, as amended).

¹² Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora (OJ L 206, 22.7.1992, p. 7 as amended).

¹³ Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy (codified version) (OJ L 327, 22.12.2000, p. 1 as amended).

¹⁴ If applicable.

¹⁵ This includes the computer equipment and system, but also other apparatus, machinery and equipment that the Beneficiary will use during the implementation of the Project.

¹⁶ If applicable.

¹⁷ Does not apply to expenditure accounted for on a flat-rate basis.

§ 4.

Detailed conditions for Project implementation

1. The performers of the Project are Research group leaders and members of their teams (Students, PhD students, Junior Postdoctoral Researchers). Contractors of the Project may also include: person responsible for technology transfer process and cooperation with entrepreneurs (Knowledge Transfer Broker), Individual Scientists, Senior postdoctoral researchers, technicians or other R&D staff. The Beneficiary will also provide dedicated and adequate staff for the Project administration not financed from the Project's direct resources.
2. All Research Group Leaders to be funded by the Project must have been selected in competitions run by ISC or indicated in the Application for funding and accepted in accordance with the CPR.
3. Engagement in the form of a civil law contract requires compliance with the provisions of the Guidelines for eligibility.
4. If the IRAP Unit still employs other R&D activities or research teams not financed by the Project, ISC must, no later than 12 months after the start of the Project, express a positive opinion about these employees and the leaders of these teams in order for them to continue working at the IRAP Unit and submit it to the Institution. Individuals who pass the evaluation may continue to work in the IRAP Unit, but their salaries will not be an eligible cost for the Project. The salaries of these persons may be eligible in the Project only if they are hired in competition for the substantive positions (as specified in paragraph 1. sentence 2) in accordance with the provisions of this Agreement.
5. During the implementation of the Project, the Beneficiary must conduct competitions for the positions of: Research group leaders, PhD students, Junior Postdoctoral Researchers, students, scholarship holders financed by the Project and Technology Transfer Broker and cooperation with Entrepreneur, if he/she wants to involve such persons. The requirement to hold competitions does not apply to individuals identified in the Application for funding as a leader - assessed and accepted in this position by the Institution, individuals employed in technical positions, individual researchers, Senior postdoctoral researchers and ERC grant holders.¹⁸ In the case of ERC Laureates, Senior postdoctoral Researchers and Individual Researchers, a favourable opinion from the IOC is required.
6. The following rules shall apply in the conduct of the competitions referred to in paragraphs 2 and 5:
 - 1) Information about the competition shall be announced publicly, at least on the Beneficiary's website and on the EURAXESS website, also in English;
 - 2) Information about the competition includes, in particular, the job description, the requirements for candidates, the financial conditions (including, for Research group leaders, information on the rules and possibilities of financing or guaranteeing the establishment of the team - the so-called "start-up package");
 - 3) The recruitment criteria for Research Group Leaders shall be determined by ISC, with the recruitment criteria for Research Group Leaders to include at least the requirements used by the Institution in the CPR for the assessment of candidates for Research Group Leaders;
 - 4) The IRAP Unit will inform the Institution at least 7 days in advance of the publication of the announcement about the planned method of announcing and conducting the competition and the expected dates of interviews with candidates, in order to ensure that representatives of the Institution can participate in the recruitment as observers;
 - 5) The IRAP shall document the recruitment process in the form of a protocol which shall include at least: information on the call for applications, on the selection criteria and on the dates of

¹⁸ In compliance with the provisions of the Guidelines on eligibility

recruitment, the lists of candidates, the marks and the justifications obtained by the candidates during the recruitment. To be eligible for a salary or stipend from a recruited person, the recruitment process must be carried out correctly, as evidenced by the protocol, which must be approved by the Institution, which may appoint external experts to assess the recruitment protocol.

7. The Beneficiary is obliged to appoint the IRAP, at the request of the Head researcher of the project, acting on the basis of the regulations adopted by the Beneficiary and in force in the IRAP Unit. The rules of procedure will determine in particular the method of appointment, the terms of office of the members, the removal of the and appointment of the chairperson, and the management of potential conflicts of interest of ISC members in the tasks carried out by the ISC.
8. The number of ISC members shall be at least 5. At least half of the members of the ISC shall be scientists (persons with a degree with an established professional position in their field), at least half of whom must be employed in foreign research units. Members of the ISC must not have a business relationship with the IRAP Unit¹⁹, including companies contracting with the IRAP Unit, nor may they, together with the Head researcher of the project, carry out research tasks in a joint project during the Project implementation period.
9. ISC's main tasks include:
 - 1) Conduct competitions for Research Group Leaders working in the IRAP Unit, including a competition in the event of a change of the Head researcher of the project, approve the scope of the competition requirements, evaluate and make a recommendation for their employment.
 - 2) To give an opinion on the decision to employ Individual Researchers, Senior postdoctoral researchers and ERC laureates in the IRAP Unit.
 - 3) Issue an opinion on the Project's amendments to the International Research Agenda and carry out its periodic review.
 - 4) Evaluation of the work of all Research Group Leaders and their teams in the IRAP Unit at least every 3 years.
10. The Beneficiary will ensure that representatives of the Institution can attend ISC meetings and will inform the Institution of changes in the composition of the ISC within 30 days of the change.
11. During the implementation of the Project and in the period of its sustainability, the Beneficiary undertakes:
 - 1) not to directly implement the results of industrial research and development works or development works obtained as a result of the Project, unless the Beneficiary's economic activity is of an ancillary nature within the meaning of point 20 of the Framework Guidelines on state aid for research, development and innovation;
 - 2) grant access to the results of the industrial research and development work carried out on a market basis within the meaning of the Framework Guidelines, with any profits from these activities being reinvested in the Beneficiary's core business, or, if commercial exploitation is not justified, free of charge, while maintaining equal access to the above research results, taking into account the provisions on copyright and industrial property rights.

¹⁹ A relationship with an enterprise should be understood as a relationship consisting in: 1) participation in a company as a partner in a civil partnership or a partnership, holding at least 10% of shares or stocks, being a member of an advisory, supervisory or managerial body, a proxy, a representative; 2) remaining with an Entrepreneur in: a marriage, a relation of kinship or affinity in a straight line, a relation of kinship or affinity in a side line to the second degree, or a relation by adoption, custody or guardianship or remaining in cohabitation; 3) remaining with an Entrepreneur in such a legal or factual relation that there is a justified doubt as to their impartiality or independence in connection with granting access to the results of the Project. 3) remain in such a legal or factual relation with the entrepreneur that there is a justified doubt about their impartiality or independence in connection with granting access to the results of the Project.

12. In the case of ancillary business activities carried out by the Beneficiary under point 20 of the Framework Guidelines, the Beneficiary is required to carry out annual monitoring of the use of resources within a time limit and on a model agreed with the Authority after the end of the calendar year concerned and to send it information in this regard.

§ 5.

General conditions for funding

1. The Institution transfers the grant to the Beneficiary on the basis of applications for funding (so-called Applications for Funding), submitted within the time limits set out in the Payment Schedule, to the Beneficiary's bank account no. (for advance payments) or to the Beneficiary's bank account numbered (for reimbursement payments), subject to paragraph 14, § 3(7)-(10), § 6 and § 13.
2. Due to the possibility of combining the implementation of the Project with other projects implemented at the same time, in the case of overlapping the whole or part of the Project with these projects, the Beneficiary must obtain a positive opinion of the ISC of the IRAP in this respect in each case. and transmit it to the Institution and comply with the principles of avoidance of double financing and fulfilment of conditions concerning the hourly limits for the professional engagement of Project staff referred to in the Guidelines for eligibility.
3. Expenditure in excess of the total amount specified in § 2 (5) shall be borne by the Beneficiary himself and shall be ineligible expenditure.
4. The Beneficiary undertakes to provide funding for ineligible expenditure of the Project.
5. In the case of a change in the amount of eligible expenditure resulting from a change in the scope of the Project, the amount of the grant awarded shall be changed with the approval of the Institution, if the Institution announces rules for applying for changes to the Project resulting in a change in the grant amount.
6. The condition for the payment of a grant is the submission by the Beneficiary of a correctly filled in and complete payment application and its approval by the Authority.
7. The Beneficiary disposes of the funds only for the purpose of implementing the Project. Disbursement by the Beneficiary of funds provided by the Institution for the implementation of the Project, including as part of the lump sum for indirect costs, must be agreed with the Project's Main Contractor.
8. Failure to incur expenditure does not relieve the Beneficiary from the obligation to submit payment claims with a completed reporting part describing the progress of Project implementation, including reporting on in respect to indicators and description of fulfilment of horizontal rules.
9. The Beneficiary submits payment claims via CST2021 at least once every 3 months²⁰.
10. The Beneficiary, with the exception of expenditures settled by simplified methods, i.e. expenditures incurred within the framework of flat rates for indirect costs, undertakes to keep documentation related to the implementation of the Project and the Agreement, in particular:
 - 1) documents evidencing expenditure, i.e:
 - a) accounting documents (invoices or documents of equivalent probative value) proving that the expenditure has been incurred and that the payment has been made, described

²⁰ In the case where the Beneficiary of a project financed from European funds is a unit of the finance sector public, eligible expenditure shall be accounted for in the manner and within the time limits laid down in Article 190 ufp.

- in such a way as to enable them to be assigned to specific categories in the application for funding the application for co-financing,
- b) acceptance reports documenting the provision of services or supplies, documents confirming the acceptance of fixed assets for use or other documents proving the compliance of the Project with the terms of the Agreement,
 - c) documents relating to the carrying out of procurement procedures for the expenditure shown in the payment claim concerned,
 - d) in the case of leasing: leasing contracts with a repayment schedule,
 - e) for a used fixed asset²¹ :
 - i. a declaration by the transferor that the fixed asset has not been co-financed by EU funds or national grants,
 - ii. a declaration by the Beneficiary that the price of the used fixed asset does not exceed its market value as defined on the date of purchase and is lower than the price of a similar, new asset,
 - iii. a statement by the transferor identifying the seller of the asset, the place and date of its purchase,
 - f) bank statements of the bank account for the pre-financing for the period to which the application for payment relates - in the event of clearance of the pre-financing,
 - g) in the case of salaries and non-salary labour costs - copies of payrolls, employment contracts, annexes to employment contracts, delegations to carry out work in the Project, scopes of duties of employees performing tasks in the Project, time sheets, bonus and remuneration regulations (in case of settling the costs of bonuses, allowances, etc. in the Project), confirmations of payment of remuneration and advance payments to the Tax Office and contributions to the Social Insurance Institution (ZUS) with a statement of the Beneficiary that the amount of payments to the Tax Office and ZUS includes contributions related to the Project salary;
 - h) in the case of civil-law contracts: copies of the concluded contracts, bills settling the contract, work acceptance reports indicating the correct performance of tasks, confirmation of payment of remuneration for the concluded contracts and payment of advance payments to the Tax Office and contributions to the Social Insurance Institution (ZUS), together with a statement by the Beneficiary that the amount of payments to the Tax and Social Security Authority includes contributions related to the project salary (if applicable), a statement whether the contract was concluded with the Beneficiary's employee or with a person who is not the Beneficiary's employee;
 - i) in the case of depreciation costs for equipment or apparatus, a depreciation table or an extract from the depreciation table, certified by a person entrusted with keeping the accounts,
 - j)) in the case of persons selected for the Project on the basis of competition procedures, referred to in § 4 - protocols referred to in § 4 par. 6
- 2) documents confirming the achievement of Project indicators specified in the Application for funding.
11. The Beneficiary undertakes to make available to the Institution, upon its request, throughout the duration of the Agreement, any and all internal rules or procedures and agreements concluded within the IRAP. The Institution shall be entitled to request the Beneficiary to amend the regulations,

²¹ It does not apply to large enterprises granted regional investment aid. Large enterprises are only required to acquire new assets.

procedures or contracts in the event that they are inconsistent with the Agreement or the Criteria for Project Selection and the commonly applicable laws, and the Beneficiary undertakes to introduce all the requested amendments immediately, but no later than within the time limit set by the Institution for this purpose.

12. The institution shall verify and approve the payment claim within 30 days of its receipt, this time limit applying to the first correctly filled in and complete version of the payment claim.
13. If the payment application has deficiencies or errors, the Beneficiary shall, upon request by the Authority, submit the missing or corrected documents within 7 days of receipt of the request. The Institution may approve the payment application with the exception of expenditure the eligibility of which has not been properly documented.
14. The verification of the payment claim shall be suspended in the event that the Beneficiary submits a request for an amendment which affects the data contained in the payment claim submitted. The time limit for the verification of the payment claim starts to run on the day on which the processing of the request for change referred to in the first sentence is completed.
15. The authority may correct obvious clerical or accounting errors in the payment application, informing the Beneficiary of this in the information on the outcome of the verification.
16. The Institution shall immediately inform the Beneficiary of the approval of the payment application and issue a payment order in accordance with the BGK schedule, within 15 days of the approval of the application.
17. The final payment shall be made on the condition that the material and financial scope of the Project has been completed or that the Project has been declared completed by the Authority, that a final payment application has been submitted and approved by the Authority, subject to the provisions of § 3.6 and 3.7 of the Agreement.
18. The Beneficiary shall not be entitled to compensation in the event of a delay in issuing a payment order or failure to make a payment as a result:
 - 1) lack of resources in the Institution's financial plan;
 - 2) a delay in the payment of a grant resulting from factors beyond the Institution's control;
 - 3) delay caused by the Payer in transferring funds to the Beneficiary's bank account in respect of payment orders issued;
 - 4) lack of funds in the account held by the Payer from which the payments are made;
 - 5) the withholding or refusal by authorised institutions, including but not limited to the European Commission, to grant support from public funds;
 - 6) to withhold funding in the cases indicated in the Agreement.
19. The amount of eligible expenditure and the amount of co-financing referred to in § 2 (4) and (5) shall be reduced by the amount to be recovered for irregularities.
20. In the case of expenditure paid in foreign currency, in order to settle the eligible expenditure, its value on the day it was incurred (actual cash outflow) should be converted into PLN in accordance with the applicable legislation and the Beneficiary's accounting policy.
21. The Beneficiary shall keep separate accounting records of the Project expenditures in a transparent reliable, so that it is possible to identify individual accounting operations related to the Project. The accounting documents must be marked with at least the number of the Contract,
under which the expenditure is implemented²².

²² Not applicable to expenditure accounted for by simplified methods.

22. In the case of the settlement of expenditure in the form of a flat rate for indirect costs of 25%, the payment of a grant or the approval of a payment application clearing an advance is subject to:
 - 1) to show the expenditure on which the rate is charged and to have it approved by the Institution;
 - 2) to verify the correctness of the calculation of the expenditure limit covered by the flat rate;
 - 3) a positive verification of the reporting part of the payment claim.
23. Expenditure settled by means of simplified methods for settling expenditure, i.e. expenditure incurred within the flat rate referred to in paragraph 22, shall be treated as incurred, i.e. the Beneficiary shall not be obliged to collect or describe documents in order to submit them to the Authority to confirm that the expenditure has been incurred.
24. The Institution envisages the possibility of changing the amount of the grant, with or without changing the Project implementation period referred to in § 7.2, on the basis of an internal call for proposals launched by the Institution and in accordance with its conditions.
25. If an internal call for proposals is announced, in accordance with the conditions specified by the Institution
in the announcement of an internal call for proposals referred to in paragraph 24, the Beneficiary shall be entitled to submit to the Institution an application for modification of the Agreement, including the amount of eligible costs of the Project and thus the amount of the grant, if the announcement so refers. However, the application must be submitted and should contain all information required in the announcement.

§ 6.

Advance payment

1. An advance payment, in an amount not exceeding the amount set out in the Schedule of Payments and meeting the condition referred to in paragraph 4, shall be paid on the basis of a payment application submitted by the Beneficiary and approved by the Institution, to the Beneficiary's separate bank account for advance payments referred to in § 5(1).
2. Payments from the separate bank account for pre-financing may only be made for eligible expenditure under the Project. Payments made from the segregated bank account for pre-financing for expenditures not related to the Project and for ineligible expenditures shall be made only for eligible expenditures within the Project.
The payment made from the separate bank account for pre-financing payments for expenditures not related to the Project implementation and for ineligible expenditures shall be treated as funds referred to in Article 207(1)(1) of the Public Procurement Fund.
3. The total amount of the grant provided as advance payments shall not exceed a maximum of 95% of the total amount of the Project funding referred to in § 2.5 and shall be fully settled at the latest by the end of the eligibility period for the Project expenditure referred to in § 7.2. The remaining 5% of the co-financing amount shall be paid in the form of reimbursement of expenses incurred by the Beneficiary after the acceptance of the final payment application by the Institution.
4. The highest advance tranche of the Project may not exceed at any given time 20% of the total amount of funding referred to in § 2.5 of the Agreement.
5. In justified cases, the Institution is entitled to change the amount of the advance tranche.
6. The remaining amount of the grant may be transferred to the Beneficiary upon acceptance by the Institution of interim payment applications or final payment applications submitted by the Beneficiary

within the time limits set out in the Payment Schedule. If the total amount of the advance payment specified in the Schedule of Payments exceeds the amount indicated in the Regulation on advances on advances, the Beneficiary (who is obliged to establish a security) establishes an additional security in one or more of the forms referred to in § 5 (3) of the Regulation on Advances, in an amount at least corresponding to the highest advance tranche set out in the Payment Schedule for a period of at least from the date of submission of an application application for payment of the first tranche of the advance until the elapse of 6 months from the date of the end of the expenditure eligibility period referred to in § 7 (2).

7. Where the amount of the advance is increased as a result of changes to the Payment Schedule, The institution may require the provision of additional security, even if the amount referred to in paragraph 6 is not exceeded.
8. The condition for receiving the next advance tranche is that the Beneficiary has settled at least 70% of all the advance tranches transferred so far.
9. The settlement of the advance tranche should take place within 6 months of the date of receipt of the tranche and shall be shown in the payment claim:
 - 1) the eligible expenditure actually incurred clearing an advance tranche, or
 - 2) the expenditure actually incurred in the expenditure category(ies) in respect of which a flat rate has been charged, or
 - 3) on the return of unused funds.
10. In the event of failure to submit an application for payment for the amount of eligible expenditure or failure to return the unused part of the advance payment within 14 days from the date of expiry of the deadline referred to in paragraph 9, the funds remaining to be settled, transferred under the advance payment, shall bear interest at the rate specified for tax arrears, calculated from the date of transfer of funds to the date of submission of the payment application or to the date of return of the unused part of the advance payment.
11. For the recovery of interest referred to in paragraph 10, the provisions of Article 189 upf shall apply. If the Beneficiary repays the advance payment after the due date without interest in the appropriate amount, the Institution shall divide the repayment into the principal amount and interest in accordance with Article 55 § 2 of the Act of 29 August 1997. - Tax Ordinance.
12. The Beneficiary shall repay the bank interest accrued during the calendar year on the grant provided as an advance payment by 15 January of the following year by separate transfer to the bank account

§ 7.

Eligibility of expenditure

1. Eligible expenditure is expenditure that meets all of the following conditions:
 - 1) are necessary for the proper implementation of the Project;
 - 2) are in line with the expenditure categories indicated in the Application for funding;
 - 3) were actually incurred during the period of eligibility of expenditure, in accordance with the Eligibility Guidelines, the Contract and the Catalogue of eligible expenditures in Measure 2.1 FENG annexed to the CPR.
 - 4) have been properly documented (does not apply to costs accounted for on a flat-rate basis)
 - 5) have been reviewed and approved by the Institution.

2. The eligibility period for expenditure for the Project starts on and ends on on, however the eligibility period for Project expenditures cannot be longer than until 31 December 2029. An application for final payment should be submitted within 30 days from the end of the Project implementation period.
3. For the assessment of the eligibility of expenditure incurred, the Guidelines on eligibility in the version in force on the date on which the expenditure was incurred shall apply , subject to paragraphs 4 and 5.
4. For the assessment of the correctness of the contracts concluded within the framework of the Project implementation as a result of the conducted procurement procedures, the Guidelines on eligibility in the version in force on the day of the initiation of the procedure which resulted in the conclusion of the contract in question shall apply.
5. In the event of a change to the Eligibility Guidelines regarding outstanding expenditure incurred before the date of application of the new version of the Eligibility Guidelines, the Beneficiary may apply the new Eligibility Guidelines if they introduce solutions that are more favourable to the Beneficiary.
6. Expenditure incurred by the Beneficiary before the start of the period of eligibility of expenditure, referred to in paragraph 2 shall be considered as ineligible.
7. Expenditure incurred on value added tax (VAT) is ineligible.
8. The Beneficiary shall prepare and conduct the procurement procedure in a manner that ensures fair competition and equal treatment of economic operators in accordance with the accordance with the Guidelines for eligibility or in accordance with the Act of 11 September 2019. Public Procurement Law in the case of entities that are contracting authorities within the meaning of this Act²³ .
9. In case of non-compliance by the Beneficiary with the procurement rules and procedures referred to in paragraph 8, all or part of the expenditure related to this procurement shall be considered ineligible by the Authority, in accordance with the Annex to the European Commission Decision establishing Guidelines for determining financial corrections to expenditure financed by the Union in case of non-compliance with applicable public procurement rules.
10. If a contract is concluded with contractors in a foreign language, the Beneficiary is obliged to provide a sworn translation into Polish at the request of the Institution.

§ 8

Salaries and scholarships

1. The amount of the monthly remuneration of the Project staff is included in the Application Form. The amount of monthly remuneration of the Project personnel is included in the Grant Application and is defined on the basis of the remuneration regulations applicable at the Beneficiary's Beneficiary's remuneration as appropriate to ensure the achievement of the Project's objective.
2. The Head researcher of the project IRAP and other research group leaders receiving remuneration from the Project funds may not simultaneously receive remuneration in another project funded by the Institution, i.e. First Team and Team Net, with the exception of the PoC project and PRIME in certain FTEs, with the approval of the Institution. Where allowances are paid, a person shall receive one allowance for work in more than one project, accounted for in proportion to their involvement in the project.

²³ If applicable

3. The rules of granting scholarships and their payment are defined in the Rules of Granting Scholarships to Project Participants in the FENG 2021-2027, in the scope of Foundation for Polish Science programmes, constituting Appendix No. 7 to the Agreement.
4. The Beneficiary undertakes not to pay PhD students' salaries from Project funds during the period in which they receive scholarships from Project funds.

§ 9.

Project monitoring and evaluation

1. The Institution shall monitor the implementation of the Project, in particular the achievement of Project indicators within deadlines and values stipulated in the Contract and the compliance with horizontal rules and EU policies, as referred to in § 3 par. 2 point 3.
2. The Beneficiary shall inform the Institution of the achievement of the indicators in the CST2021 within the framework of the payment claims.
3. The Beneficiary shall immediately inform the Institution of any risks or irregularities in the implementation of the Project.
4. Monitoring consists in particular in verifying the progress of the Project at least once every 3 months, based on the information received from the Beneficiary in his payment applications, including the information referred to in paragraph 2 and in other documents.
5. The Beneficiary shall be obliged to report on indicators and on compliance with horizontal rules and EU policies, as referred to in § 3.2.3, during the Project implementation period and the Project sustainability period.
6. Twice during the Project implementation period, the Institution carries out a mid-term evaluation of the Project. with the participation of external experts: after 12 and after 36 months from the beginning of Project implementation.
7. The first interim evaluation of the Project concerns:
 - 1) to assess the progress of the Project,
 - 2) how to implement the organisational structure proposed in the Application for funding,
 - 3) introducing good practices, e.g. in the recruitment of researchers,
 - 4) cooperation with a Partner unit from abroad,
 - 5) evaluation analysis of pre-Project staff²⁴.
8. The second interim evaluation of the Project concerns:
 - 1) to assess the progress of the Project,
 - 2) assessing the scientific excellence of the Research Group Leaders, the composition of the teams and other staff, including the number of new teams in the IRAP implementing unit (IRAP unit) and their activity in applying for ERC or other equally prestigious grants,
 - 3) establish cooperation with Entrepreneur and implement a plan to commercialise the results of the Project,
 - 4) the level of internationalisation and development of R&D staff,
 - 5) how to implement good data management practices including the adopted Data Management Plan,
 - 6) how to implement good knowledge and technology transfer practices including rules and regulations for the management of intellectual property.

²⁴ If applicable

9. If the Institution finds that the Project's objective has been achieved, but the Beneficiary has not achieved the values of the product indicators specified in the Contract, the Institution may reduce the co-financing in proportion to the degree of non-achievement of these indicators.
10. If the Institution finds that the Project's objective has been achieved, but the Beneficiary has failed to achieve the values of the Project implementation indicators specified in the Agreement, the Institution may demand reimbursement of the grant in proportion to the degree of failure to achieve these indicators. The reduction shall be made taking into account the reduction made pursuant to paragraph 9.
11. For the purpose of Project implementation monitoring and evaluation, the Beneficiary shall, during the period referred to in paragraph 9, he/she shall cooperate with the Institution or an entity authorised by the Institution, including in particular:
 - a. upon request of the Institution, informs about the Project, including the achieved values of indicators and on the compliance with the horizontal principles and Union policies referred to in § 3 par. 2 point 3;
 - b. informs, upon request of the Institution, about the economic effects and other benefits generated as a result of the Project;
 - c. shall participate in surveys, interviews and shall make available information necessary for the evaluation, including evaluations commissioned by the Managing Authority, Intermediate Body or other authorised institution or organisational unit or entity carrying out the evaluation.
12. The Beneficiary undertakes to preserve the durability of the Project as referred to in Article 65 of the General Regulation for a period of 5 years from the date of approval of the final application or payment of the final payment to the Beneficiary, whichever is later.
13. The Beneficiary may, with the approval of the Institution, dispose of or liquidate a fixed asset acquired with the use of a grant, which has become obsolete due to technological progress. In such a case, the Beneficiary is obliged to purchase from his own resources another fixed asset with technical and functional parameters not worse than those of the sold fixed asset, within 3 months from the date of sale or liquidation of the fixed asset purchased with the use of co-financing, thanks to which it will be possible to implement the Project and to maintain the goal of the implemented Project. In the event that the value of the newly purchased fixed asset is lower than the sold fixed asset, the Beneficiary shall be obliged to return the grant paid, respectively, to the value of the eligible costs included in the newly purchased fixed asset, within 7 days from its purchase. The provisions of §14 (1) and (2) shall apply accordingly. The provision applies accordingly to the loss of a fixed asset.
14. The Beneficiary shall be obliged to submit annually a statement on the effects of the Project at dates indicated by the Institution confirming compliance with the obligation referred to in paragraph 12.
15. The Beneficiary, within 30 days after 12 months from the date of Project implementation and 30 days after 36 months from the date of Project implementation, is obliged to submit an interim report to the Institution, including information on the progress of the Project. The Institution may determine the template of the report. The mid-term report is subject to approval by the Institution.

§ 10

Scientific integrity

1. The Beneficiary undertakes in its actions and those of the Project staff to ensure that the "Code of Ethics of Beneficiaries and Candidates in FNP Programmes" is respected.

2. The Beneficiary is obliged to adequately collect, store all source data, research results and experiments and ensure their reliability and obliges each Research group leader to fulfil the above responsibilities.
3. The Beneficiary is required to introduce a Data Management Plan in the IRAP Unit and to implement good knowledge and technology transfer practices, including rules and regulations for the management of intellectual property (IP).
4. The Beneficiary shall be obliged to make the data and results referred to in paragraph 2 available for inspection immediately upon request by the Institution for the purpose of evaluation.

§ 11.

Communication and visibility (Information and publicity obligations concerning EU support)

1. The Beneficiary is obliged to fulfil the information and publicity obligations, including informing the public about the European Union financing of the Project, in accordance with the in accordance with the General Regulation (in particular Attachment IX Communication and Visibility) and in accordance with the Extract from the Handbook on information and publicity of the Applicant and the Beneficiary of the European Funds for the years 2021-2027, constituting Appendix No. 8 to the Agreement
2. The Beneficiary is obliged to:
 - 1) visibly display the European Funds logo, the Republic of Poland colour mark (if applicable; full colour version) and the European Union logo on:
 - a) all documents and materials (e.g. printed or digital products) made public and related to the information and publicity measures carried out for the Project,
 - b) all documents and materials for persons and entities participating in the Project, excluding internal documentation concerning Project staff, products, equipment, vehicles, apparatus, etc. created or purchased from the Project, by means of permanent labelling in the form of stickers;
 - 2) Placing a permanent explanatory plaque at the project site, highlighting the fact that the EU co-financing has been received, immediately after the commencement of physical implementation of the project involving in-kind investments or the installation of purchased equipment, for projects exceeding EUR 500,000.

Where the location of the Project does not ensure that information on the implementation of the Project is easily accessible to the general public, the location of the board should be agreed with the Institution. The board must be placed immediately after the commencement of physical implementation of the Project or the installation of the purchased equipment until the end of the Project's sustainability period;
 - 3) for projects other than those referred to in point. 2 - placing in a visible place of the Project at least one permanent poster of at least A3 size or a similar size electronic display highlighting the fact of receiving the EU co-financing, within 6 months from the day of signing the co-financing agreement.
 - 4) posting a brief description of the Project on the Beneficiary's website and on its social media pages²⁵. The Project description must include:
 - a) the title of the Project or its abbreviated name,

²⁵ If the Beneficiary does not have a profile on social media, he/she is obliged to create at least one such profile

- b) highlighting the fact of receiving financial support from the European Union by placing the European Funds logo, the colour of the Republic of Poland and the European Union sign and the European Union logo,
 - c) tasks, Measures to be carried out as part of the Project (description of what will be done, if any, purchased),
 - d) target groups (who the Project is aimed at, who will benefit from it),
 - e) the purpose or purposes of the Project,
 - f) effects, results of the Project (if the description of tasks, Measures does not include the description of effects, results),
 - g) value of the Project (total cost),
 - h) the amount of the contribution from the European Funds
- 5) include in all scientific publications or other materials (e.g., conference presentations) a verbal reference to the name of the Project or its acronym and provide information on the source of funding, including the role of the Institution, and, if possible, include graphic signage.
- 6) document information and publicity activities carried out within the framework of the Project.
- 7) Placing on information and promotion materials concerning the Project (such as the Project website/subpage, presentation, banner, roll-up, leaflet, brochure, film, etc.) the information about the source of financing, including the role of the Institution, by placing the graphic sign containing the European Funds sign, the colour sign of the Republic of Poland and the European Union sign, as well as the sign of the Institution. This information should also be placed on the materials provided to the media. In all verbal information provided to the media (e.g. during interviews, press conferences, public speeches), the Beneficiary should also inform about the source of financing of the implemented Project, including the role of the Institution. The Beneficiary informs the Institution about: ²⁶
 - a) planned information and promotional events related to the Project;
 - b) other planned events and relevant circumstances and effects related to the implementation of the Project, which may be of public interest and serve the branding of the European Funds²⁷.
3. The Beneficiary shall provide information on the planned events referred to in paragraph 2, point 7 (a) - (b) at least 4 weeks before the event via e-mail to the Institution: FENGpromocja@fnp.org.pl and feng2021@mfi.gov.pl. The information should indicate: date, time, location, subject, purpose and brief description of the event, as well as contact details of persons from the Beneficiary involved in the event.
4. Each time, at the request of the Institution, the Beneficiary is obliged to organise a joint information and promotional event for the media (e.g. press briefing, press conference) with representatives of the Institution.
5. If the Beneficiary implements the Project in which the participation of Project participants is foreseen²⁸, the Beneficiary is obliged to reliably and regularly enter up-to-date data into the search engine for support for potential beneficiaries and Project participants available on the European Funds Portal.
6. In the event that the Beneficiary fails to comply with the obligations set out in Paragraph 2 (1) (a) - (b) and (2) - (5), the Institution shall call upon the Beneficiary to take remedial action within the

²⁶ Applies to Projects with a total cost exceeding EUR 5,000,000.

²⁷ Events opening/completing the Project or related to the start/implementation/completion of an important phase of the Project.

²⁸ In the case of the IRAP project, participants in the project are the grantees receiving support under the Regulations, which constitute Appendix 7 to the Agreement.

time limit and under the conditions specified in the call. Should the Beneficiary fail to carry out the remedial actions referred to in the request, the Institution shall reduce the maximum amount of the grant referred to in Paragraph 2 by up to 3% of this grant, in accordance with the list of reductions of the Project grant in terms of communication obligations, which constitutes Appendix No. 9 to the Agreement. In such a case, the Institution shall, by means of a unilateral declaration of intent, which shall be binding upon the Beneficiary, amend the maximum amount of co-financing, of which it shall inform the Beneficiary in writing or electronically, at the same time requesting the Beneficiary to amend, if necessary, the Application for funding. If, as a result of the reduction of the grant, it turns out that the Beneficiary has received funds in an amount higher than the maximum grant amount referred to in the previous sentence, the difference shall be reimbursed without interest within the time limit and in accordance with the rules laid down by the Institution. After the ineffective lapse of the time limit for repayment, it shall be repaid in accordance with the procedure and rules laid down in Article 207 ufp.

7. In case of creation of works within the meaning of Article 1 of the Act of 4 February 1994 on copyright and related rights by a third party, related to communication and visibility (e.g. photos, films, brochures, leaflets, multimedia presentations about the Project), created within the framework of the Project, the Beneficiary undertakes to obtain from that person the copyrights to those works.
8. Whenever requested by the Institutions or EU institutions (their bodies or organisational units), the Beneficiary undertakes to make available to these entities the works related to communication and visibility (e.g. photos, films, brochures, leaflets, multimedia presentations about the Project) created as part of the Project.
9. The Beneficiary undertakes to grant the entities referred to in paragraph 8 a free of charge a non-exclusive licence to use the works related to communication and visibility (e.g. photos, films, brochures, leaflets, multimedia presentations concerning the Project) created within the framework of the Project as follows:
 - 1) on the territory of the Republic of Poland and on the territory of other EU Member States,
 - 2) for a period of 10 years from the date on which the licence is granted,
 - 3) without limitation as to the number of copies and media, for the following fields of exploitation:
 - a) to be recorded, in particular in print, in computer memory and on electronic media, and to be reproduced, duplicated and copied using any technique,
 - b) dissemination and publication by any means (including by: display or public performance or introduction into computer memory and multimedia networks, including the Internet), broadcasting and re-broadcasting - in whole or in part, as well as in combination with other works,
 - c) the marketing of works, in particular the public distribution of works or copies thereof in all forms (e.g. book, brochure, CD, Internet),
 - d) making available to the public by any means of communication in such a way that everyone can consult the work at a time and place individually chosen by them (e.g. Internet)
 - e) making available, including to Union institutions, bodies, offices or agencies and their staff and to the public by any means of communication (e.g. Internet),
 - f) storage and archiving in either paper or electronic form;

- with the right to sub-license to third parties under the conditions and fields of use referred to in paragraph 9.
10. The graphic signs and the compulsory designs for the plaques, poster and stickers are set out in the Visual Identity Book and available at www.funduszeuropejskie.gov.pl.

11. A change of the e-mail addresses indicated in paragraph 3 and of the website indicated in paragraph 10 does not require an annex to the Agreement. The Institution shall inform the Beneficiary of this fact in writing or electronically, indicating the date from which the changed address is valid. The change shall be effective when the information is delivered to the Beneficiary.
12. The Beneficiary acknowledges that inclusion of a grant means inclusion of the Beneficiary's data in the list of projects published by the Institution.
13. The Beneficiary undertakes to obtain the consent of the Head researcher of the project as well as the Research group leaders and other persons performing R&D activities in the project for the dissemination by the Institution of their personal data such as: name and surname, image, voice, academic title, workplace information as well as information about their scientific activities for information and promotion purposes. The Institution will use the contact data of the Head researcher of the project, Research group leaders and other persons carrying out R&D activities in the Project in order to send information-promotional materials, including information about events connected with the Project and about the Project. about events related to the Project and events related to the activities of the Institution.
14. The Institution shall have the right to communicate to the public the results obtained by the Project that are not covered by confidentiality clauses under other general provisions.
15. Each time upon request of the Institution, the Beneficiary is obliged to submit information and evidence documenting the correct fulfilment of information and publicity obligations.

§ 12.

Control and audit, and retention of documents

1. In accordance with Articles 24-27 of the Implementation Act, the Beneficiary undertakes to undergo controls within the scope of the executed Agreement, which in particular include: verification of documents related to expenses incurred under the Project (hereinafter: "verification of documents"), inspections at the Project site/at the Beneficiary's premises and audits, carried out by the Institution and other institutions authorized for this purpose.
2. Within the framework of the implementation of the obligation referred to in paragraph 1, the Beneficiary shall in particular:
 - 1) make available at its headquarters (in a single room), at the request of inspectors, all documentation related to the Project and the Contract, in an orderly and properly described manner, including access to the accounting computer system, as well as all documents and computer files as well as any other media²⁹ related to the Beneficiary's financial and technical management of the Project. If it is necessary to establish the facts about the expenditures incurred in the Project, the Beneficiary is obliged to provide access also to documents not directly related to its implementation;
 - 2) provide the inspectors with access to the premises and land where the Project is carried out or where its premises are located and allow them to inspect the tangible and intangible assets purchased, leased, rented, amortised or produced under the Project;
 - 3) give oral and written explanations during the inspections regarding the implementation of the Project and ensure the presence of competent persons to give explanations to the inspectors on the disbursement of funds and other issues related to the implementation of the Project;

²⁹ Not applicable to expenditure accounted for in a simplified manner.

- 4) provide, at the request of the controllers, extracts, statements, printouts, as well as copies of the documents referred to in para. 1³⁰ and paragraph 11, and ensure the presence of a person who, during the inspection, will be entitled, on behalf of the Beneficiary, to certify the copies as true copies;
 - 5) shall enable the institutions referred to in paragraph 1 to record the course of the control activities by means of photography, film or sound recording, to the extent compatible with the in accordance with the subject of the control;
 - 6) is obliged to fulfil the post-control recommendations within the scope and deadline indicated in the in the Post-Audit Information.
 - 7) At the request of the Institution, the Beneficiary shall transmit the documentation referred to in this paragraph (2)(1), in an orderly and correctly described manner, to the Institution in the form and by the date indicated by the Institution.
3. Failure to comply with at least one of the obligations referred to in paragraph 2 shall be treated as obstruction of the inspection.
 4. The Beneficiary shall be notified of the inspection in good time, no later than 5 days before the inspection takes place, unless the inspection is of an ad hoc nature.
 5. If irregularities are found, the Institution, or any other institution authorised under separate provisions to carry out checks, may carry out checks to verify the eligibility of the expenditure and the correctness of the implementation of the Agreement.
 6. During on-the-spot checks, the Authority or any other body entitled under separate provisions to carry out checks may verify the correct application of the flat rate.
 7. If the Institution becomes aware of any suspected irregularities in the implementation of the Project or the occurrence of other significant irregularities, the Institution or another institution authorized under separate regulations to carry out control may carry out an ad hoc control without prior notification to the Beneficiary. The provisions of sub-paragraphs 1-6 apply respectively to the ad hoc control.
 8. The Beneficiary is obliged to provide the Institution with copies of information and post-control recommendations and other equivalent documents drawn up by controlling institutions other than the Institution, if the results of these controls relate to the Project, within 7 days of receipt of these documents.
 9. The Beneficiary shall store all data related to the implementation of the Project in a manner guaranteeing their due security, including in particular documentation related to financial management, technical management, procedures for concluding contracts with contractors, for the period referred to in Article 82 (1) of the General Regulation³¹. The Beneficiary shall inform the Institution of the place or change of the place of archiving of the documentation and provide access to this documentation to the Institution. In the event that the Beneficiary suspends or ceases its activities before the date by which it is obliged to keep the documents, the Beneficiary undertakes to inform the Institution immediately in writing of the place of archiving of the documentation related to the Project.
 10. The Beneficiary undertakes, during on-site inspections of the Project, to present the originals of documents, copies of which have been transmitted electronically, including under CST2021, related to the Project. Electronic transmission of documents does not remove the Beneficiary's obligation to keep the original documents for the period referred to paragraph 9 and making them available during on-the-spot checks.

³⁰ Not applicable to expenditure accounted for in a simplified manner.

³¹ i.e. for a period of 5 years from 31 December of the year in which the Institution made the last payment to the Beneficiary.

11. With regard to the expenditure referred to in § 2 point 7, in the event of serious doubts concerning the actual delivery of a service, supply, work or a justified suspicion of fraud, accounting documents and bank statements confirming the expenditure on a service, supply or work may be subject to verification, provided that such documents shall not serve to prove the value of the expenditure incurred but shall constitute proof that the service was actually provided.

§ 13.

Termination of the Agreement and withholding or reduction of funding

1. The Agreement may be terminated by either Party on one month's notice in writing or electronically with a qualified signature. The Party is obliged to indicate the reasons for the termination.
2. The Institution may withhold the payment of the grant or terminate the Agreement with one month's notice in writing or electronically with a qualified signature, in particular in the event that:
 - 1) The Beneficiary refuses to submit to an inspection or obstructs an inspection or does not carry out the inspection recommendations within the time limit specified;
 - 2) The Beneficiary has made legal and organisational changes to its status that threaten the proper implementation of the Project or the achievement of the Project's objectives;
 - 3) The Beneficiary implements the Project without the legally required permits and approvals, including without a decision on environmental conditions in the event that the Project involves an undertaking listed in § 2 or § 3 of the Regulation of the Council of Ministers of 10 September 2019 on undertakings likely to have a significant impact on the environment;
 - 4) The Beneficiary has not achieved the Project indicators/milestones described in the Project Schedule or has not provided the Project indicators/milestones from the Project Schedule in the reporting part of the payment claim;
 - 5) there is a threat of damage to public property, in particular when the Beneficiary (being a natural person or a member of Beneficiary's bodies not being a natural person) is subject to a criminal or fiscal offence for making false statements, bribery, offences against property, reliability of documents, money and securities trading, economic turnover, the banking system or any other offence related to the performance of economic activity or committed with the aim of making a profit, in relation to the co-financing granted from public funds for the implementation of the Project to this Beneficiary, to an entity related to him/her personally or by capital or to a member of managing bodies of the abovementioned;
 - 6) there is a suspicion of fraud, corruption or any other criminal offence against the EU budget;
 - 7) Beneficiary has not submitted a payment claim on time or has not fulfilled reporting obligations on time;
 - 8) The Beneficiary has not corrected the payment claim containing deficiencies or errors within the deadline;
 - 9) The Beneficiary refuses to provide the Authority and authorised entities with information or documents concerning the implementation of the Agreement and the disbursement of the grant;
 - 10) There is a lack of progress in the implementation of the Project in relation to the deadlines specified in the Project Schedule, making it reasonable to believe that the Project will not be completed in its entirety;
 - 11) errors or omissions were found in the documentation submitted and these were not corrected or completed within the deadline;

- 12) The Beneficiary does not carry out or improperly carries out promotion and information activities within the framework of the implemented Project;
 - 13) The Measure does not implement actions in compliance with the horizontal rules to which it has committed itself in the Agreement or has taken actions contrary to the rules referred to in Article 9 of the General Regulation³² ;
 - 14) The Beneficiary has failed to provide correctly drafted, corrected or completed documents referred to in § 3 (7) to (10) within the required time limits, or the Institution does not accept them.
3. The Institution may terminate the Agreement without notice in writing or electronically with a qualified signature with immediate effect in the event that:
- 1) The Beneficiary has misused the grant or has collected the grant unduly or in an excessive amount;
 - 2) The Beneficiary has used the grant in breach of the procedures referred to in Article 184 of the TFEU, including awarding the contract in contravention of the rules laid down in the Agreement;
 - 3) The Beneficiary has not started implementing the Project within 3 months from the starting date of the Project specified in the Application for funding and has not obtained the Institution's approval for a change in the Project implementation date;
 - 4) The Beneficiary has ceased its activities, liquidation proceedings have been initiated against it or it is in receivership;
 - 5) at the stage of application for or granting of co-financing or implementation of the Agreement or during the period corresponding to the Project's sustainability, the Beneficiary has failed to disclose documents, declarations or information relevant to the grant or implementation of the Agreement or has submitted documents, declarations or information which are untrue, inaccurate, forged, counterfeited, incomplete or which raise reasonable doubts as to their authenticity and reliability or which have been issued by persons acting without due authorisation;
 - 6) The Beneficiary has committed irregularities and has not remedied their causes and effects within the time limit indicated by the control body;
 - 7) The Beneficiary has breached the sustainability of the Project within the meaning of Article 65 of the General Regulation;
 - 8) The Beneficiary has failed to establish or pay within the specified period a performance security in respect of the obligations under the Agreement .³³
 - 9) The Beneficiary is obliged to repay the grant on the basis of a decision of the European Commission, in particular because it is considered in whole or in part as State aid;
 - 10) the Beneficiary has been subject to a valid court judgment concerning the prohibition referred to in Article 12(1) of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland;
 - 11) The Beneficiary, despite the obligation to return the funds allocated for the implementation of programmes financed with the participation of the European funds, as referred to in Article 207 (1) of the ufp, has not repaid the funds at the latest within 14 days from the date on which the decision referred to in Article 207 (9) of the ufp became final, unless the Beneficiary has been granted relief in repayment of the amount due;

³² This provision also takes into account cases where the Beneficiary is a subsidiary or controlled entity of a territorial self-government unit in which discriminatory local laws established by the authorities of that territorial self-government unit contrary to the principles referred to in Article 9(3) of the General Regulation are in force.

³³ If applicable

- 12) preparatory proceedings have been initiated against the Beneficiary or persons for whom the Beneficiary bears responsibility on the basis of the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty, in a case that may affect the implementation of the Project.
 - 13) The Beneficiary or Head researcher of the project has violated the principles included in the Code of Ethics for Beneficiaries and Candidates in FNP programmes;
 - 14) the objective of the Project has not been achieved;
 - 15) further implementation of the Project by the Beneficiary is impossible or inadvisable, in particular if such circumstance is stated by the Institution during the 1st or 2nd Interim Evaluation of the Project, referred to in § 9.6.
 - 16) The Beneficiary has stopped implementing the Project or is implementing it in breach of the Agreement or in breach of the law;
 - 17) The Head researcher of the project has ceased to carry out the Project or it is no longer possible for him to carry out the Project and the Beneficiary has not applied for a change in the application and has not obtained the approval of the Institution in accordance with § 16 (9).
4. If the Institution finds a breach of the Detailed Conditions for Project Implementation referred to in § 4, the Institution may unilaterally withhold the payment of the grant or terminate the Agreement with one month's notice, which will result in the return of the entire grant with interest in accordance with the provisions of § 14.
 5. The Institution may also unilaterally shorten the Project implementation period or change the scope of the Project funding, which may result in a reduction of the co-financing, in a written or electronic form with a qualified signature with immediate effect, when, on the basis of a payment application, as a result of an assessment of the progress of the Project or a mid-term evaluation of the Project, it turns out that further implementation of the Project in part or in whole is impossible or inexpedient. Change in the scope of the Project, which may result in shortening of the Project implementation period or reduction of the co-financing in this mode, in proportion to the tasks not carried out in the Project, in cases described in this paragraph, does not require an amendment to the Agreement in the form of an annex or the Beneficiaries' consent.
 6. In the situation referred to in sub-paragraph 5, the Beneficiary shall be obliged to discontinue the Project and to submit without delay a final payment application together with the final Project report using the template provided by the Institution.
 7. In the situation referred to in paragraph 6, the Beneficiary shall receive a grant proportionate to the scope of the R&D activities performed, observing the rule that the grant amount shall be calculated on the basis of the eligible expenditure actually incurred by the Beneficiary as shown in the payment applications and approved by the Institution, taking into account the occurrence of circumstances beyond the Beneficiary's control while exercising due diligence and acting in accordance with the Agreement.
 8. In the case referred to in paragraph 5, the Project shall be considered completed and the Agreement shall not be terminated. The Institution may withhold the payment of the grant in case the amount included in the application for funding is undue or the Institution has taken actions related to possible irregularities in the Project.
 9. The Beneficiary shall not be liable for any failure to execute or inadequate execution of the Project resulting from force majeure or significant and unforeseeable change in socio-economic relations that did not occur as a result of any unauthorised act or omission of the Beneficiary. The Beneficiary shall immediately inform the Institution of the occurrence of force majeure and make the occurrence

of the force majeure probable, indicating its effect on the progress of the Project. The previous sentence shall also apply to changes in socio-economic relations.

10. The Institution shall not be liable for any damage arising from the termination of the Agreement or the withholding of a grant for reasons attributable to the Beneficiary or third parties.

§ 14.

Repayment and recovery

1. In the event of termination of the Agreement in the situation referred to in Article 13(2)-(4), the Beneficiary shall return the grant paid within 14 days of the date of service of the request, together with interest at the rate defined for tax arrears, calculated from the date of transfer to the Beneficiary's bank account until the date of their return.
2. Reimbursement of the grant should be made to the bank accounts indicated by the Institution indicating:
 - 1) Project number;
 - 2) information on the principal amount and the amount of interest;
 - 3) of the return;
 - 4) the year in which the funds to be reimbursed were transferred.
3. In the case of:
 - 1) misuse of the grant;
 - 2) use of funding in breach of the procedures referred to in Article 184 ufp³⁴ ;
 - 3) taking funding unduly or in excess,
Article 207 ufp shall apply.
4. If the circumstances referred to in paragraph 3 are found, the Institution shall call upon the Beneficiary to:
 - 1) reimbursement or
 - 2) to agree to reduce subsequent payments pursuant to Article 207(2) ufp,
within 14 days of service of the summons.
5. If an incomplete reimbursement is made, the payment shall be credited pro rata to the amount of principal, understood as the amount of the grant to be reimbursed (without interest), and to the amount of interest as for tax arrears, in the proportion in which the amount of principal remains in relation to the amount of interest on the date of payment.
6. Upon the ineffective lapse of the time limit referred to in paragraph 4, the Authority shall forward the collected documentation to the Managing Authority, which shall initiate administrative proceedings and issue a decision specifying the amount to be repaid and the date from which interest shall accrue and the method of repayment, as well as an instruction on the sanction resulting from Article 207(4)(3) of the Public Procurement Fund.
7. The Beneficiary shall be excluded from receiving funds earmarked for the implementation of programmes financed with European funds under the rules laid down in Article 207(4) ufp.
8. In the case of reimbursement of funds which accounted for expenditure covered by a flat rate, the Beneficiary is obliged to reimburse the proportional amount of expenditure covered by the flat rate.

§ 15.

³⁴ A breach of the procedures referred to in Article 184 ufp also includes a breach of the Agreement.

Security ³⁵

1. The grant is paid after the Beneficiary has established and lodged a performance security for its obligations under the Agreement.
2. The Beneficiary shall establish security *in* the form of a *blank* promissory note bearing the clause "not to order" with a notarised signature, together with a promissory note declaration until the end of the durability period or a period identical to the durability period. ^{36 37}
3. The Beneficiary shall be obliged to deposit with the Institution the security duly established, referred to in paragraph 2 within 14 days of the conclusion of the Agreement.
4. The Institution is entitled to request additional security in the form selected from among the forms specified in the Regulation on advances in case it considers that the risk of irregularities related to the Project implementation is high. The Beneficiary is obliged to comply with this request under pain of withholding the payment of the grant or dissolving the Agreement with immediate effect.
5. The security will be returned within 6 months after the expiry of the time limits for which it was established, at the written request of the Beneficiary, provided that the Beneficiary has properly performed its obligations under the Agreement. The Institution reserves the right to destroy the *blank* promissory note together with the promissory note declaration in the absence of such a request within 12 months after the expiry of the periods for which they were established.
6. The release of the security referred to in sub-paragraph 4 and § 6 sub-paragraphs 6 and 7 may take place with the approval of the Institution in the event of the settlement of the entire grant awarded at the written request of the Beneficiary.
7. The choice of the form of security and the determination of the value of the security referred to in paragraph 4 and § 6(6) and (7) is made by the Institution. The choice of the form of security may be made by accepting the proposal presented by the Beneficiary.
8. The termination of the Agreement is in itself a prerequisite for using the security lodged in order to claim reimbursement of the entire subsidy paid plus interest in accordance with Article 207 ufp and the costs of pursuing claims under the Agreement.

§ 16.

Amendment to the Agreement

1. The Parties may amend the Agreement on the basis of declarations of intent in the form of an annex submitted electronically with a qualified signature³⁸, subject to the provisions of this paragraph.
2. In the event that any changes need to be made to the Project that involve amending the Application for funding or which require an annex or approval of the Institution, the Beneficiary shall submit, via CST2021, a request for approval of the changes along with the presentation of their scope and justification, while changes that would result in a change to the Project objective are not

³⁵ Not applicable to public finance sector entities or foundations whose sole funder is the State Treasury,

³⁶ Where the Beneficiary is an entity operating in the form of a civil partnership, the blank bill of exchange referred to in paragraph 2 shall be drawn up by each partner in that partnership.

³⁷ If the promissory note is signed by an attorney, a special power of attorney to bind the promissory note with a notarised signature is required.

³⁸ In accordance with Article 78 § 1. of the Civil Code.

possible, and their introduction by the Beneficiary is a basis for the Institution to terminate the Agreement immediately without notice.

3. An amendment to the Agreement contrary to the generally applicable provisions of law, in particular with Article 62 of the Implementation Act is inadmissible.
4. Change:
 - 1) address data;
 - 2) Project deadlines included in the Project Schedule of less than 6 months and at the same time not affecting the deadline for submission of the final payment application and the scope of the Project, as established in the Contract the deadline for the submission of the final payment application and the substantive scope of the Project;
 - 3) concerning a transfer between different categories of eligible costs up to 25% of the value of the respective category of the Project budget to which the transfer is made, without affecting the material scope of the Project³⁹ ;
 - 4) bank account numbers;
 - 5) a detailed description of the costs to be incurred by the Project, provided that these changes do not negatively affect the achievement of the Project's objective and do not lead to a restriction of the principles of fair competition and equal treatment of contractors;
 - 6) contact details / contact persons;
 - 7) the name of the Beneficiary (without changing its legal form);
 - 8) payment schedule;
 - 9) exceeding the target value of quantified Project indicators
 - requires informing the Institution electronically via CST2021.

In justified cases, the Institution may request additional clarifications and documents in the above respect and the Beneficiary is obliged to submit them within the set deadline.
5. Change:
 - 1) the deadlines for the Project's implementation included in the Project Schedule exceeding 6 months, provided that this change does not affect the deadline for the submission of the final payment claim or the scope of the Project as established in the Contract;
 - 2) concerning a transfer between various categories of eligible costs in excess of 25% of the value of a given category of the Project budget to which a transfer is made, without affecting the substantive scope of the Project⁴⁰ ;
 - does not require an amendment to the Agreement in the form of an annex, but requires the consent of the Institution.
6. The institution shall respond to the changes proposed by the Beneficiary no later than 30 days from the date of their receipt, justifying their position in the event of their refusal. If it is necessary to appoint an expert to evaluate the changes proposed by the Beneficiary, the deadline may be extended, of which the Institution will inform the Beneficiary.
7. In the event of failure to provide clarification / failure to submit a revised variation application / failure to submit documents related to a given variation application within the deadline set by the Institution, the Institution may reject the variation application.
8. In case the Head researcher of the project has stopped implementing the Project or it is impossible to implement the Project by him, the Beneficiary, in order to continue implementing the Project, has

³⁹ The limit of 25% of the value of the amount of a given category is always determined in relation to the initially accepted Application for funding.

⁴⁰ The limit of 25% of the amount of a category is always determined in relation to the original Application for funding.

to apply to the Institution with a change in the Application for funding (so-called Application) with justification and documentation concerning the new Head researcher of the project. The next Head researcher of the project must be selected according to the Beneficiary's and the IRAP Unit's rules, including after a competition involving ISC. The change of the Head researcher of the project requires the approval of the Institution and the conclusion of an annex to the Agreement.

9. In case of occurrence of circumstances that may delay the Project implementation, the Beneficiary is obliged to submit to the Institution a request for extension of the Project implementation period no later than 30 days before its expiry date. Along with the request, the Beneficiary shall duly document the reasons for not being able to complete the Project within the indicated period of time and present documentation that makes it possible to complete the Project within the period of time indicated in the request for a change. In the case of submitting the application for extending the Project implementation period, the Institution shall be entitled to request that the Beneficiary establish an additional security for the proper performance of his/her obligations under the Agreement in accordance with § 15.4⁴¹.
10. The Beneficiary shall inform the Institution of any change in bank account numbers as soon as possible and no later than when submitting an application for payment.
11. In the event that the payment is made by the Institution to the wrong account as a result of the Beneficiary's failure to comply with the obligation referred to in paragraph 11, the costs associated with the re-transfer and any consequences of claiming funds that constitute unjust enrichment of a third party, including the consequences of their loss, shall be borne by the Beneficiary. The Beneficiary shall be jointly and severally liable with the unjustly enriched person and shall be obliged to return the full amount of the funds transferred to the wrong account number at the request of the Institution.
12. If an amendment to the Grant Application would entail an increase in the amount of funding, a request for amendment of the Project must be announced in advance by the Institution.

§ 17.

Communication of the Parties and CST2021

1. All correspondence relating to the implementation of the Agreement shall bear the Agreement number.
2. The addresses for correspondence are as follows:
 - 1) From the Beneficiary
 - 2) from the Institution
3. Persons authorised to have day-to-day contact as part of the implementation of the Agreement:
 - 1) on the part of the Beneficiary are:
.....
 - 2) on the part of the Institution are:
.....
4. In the event of a change in the data referred to in paragraph 2 or 3, the Party concerned by the change shall be obliged to notify the other Party of the change immediately, via CST2021, but no later than 14 days from the date on which the change in data occurred. Correspondence sent by the time of notification to the previous addresses shall be deemed to have been effectively delivered.

⁴¹ If applicable

5. The Beneficiary undertakes to exclusively use CST2021 in the process of accounting for the Project and binding communication with the Authority.
6. The Beneficiary undertakes to use the current manual for the CST2021 system made available on the Institution's website.
7. Correspondence transmitted via CST2021 shall be deemed to have been delivered on the date of transmission in the system. ⁴²
8. The Beneficiary undertakes to accurately and promptly enter factually correct data into CST2021 no later than 3 working days after the occurrence of the event giving rise to the need to enter or modify the data.
9. The Beneficiary undertakes to comply with the Regulations on the security of information processed in CST2021 by persons authorised to carry out activities related to the related to the implementation of the Project.
10. The Parties declare that the processing of personal data made available to the other Party to the Agreement will be carried out by each Party as controller of the personal data for the purpose of implementing the Agreement.
11. The Institution implements the information obligation through the information clause made available to the Beneficiary, in particular in the Application for funding of the Project. The Beneficiary undertakes to make this clause known to all persons involved in the implementation of the IRAP Project, as well as to persons authorised for day-to-day contacts in the implementation of the Agreement, as referred to in §14.3.1 of the Agreement. 1 of the Agreement.
12. The Beneficiary will fulfil its information obligations through
13. The Beneficiary undertakes to appoint authorised persons⁴³ to carry out activities related to the Project on its behalf and to notify them to the CST2021 service in accordance with the in accordance with the Guidelines on Conditions for Electronic Data Collection and Transmission 2021-2027. The Beneficiary shall be liable for any acts or omissions of the authorised persons referred to in the preceding sentence as for its own acts.
14. As part of the authentication of activities performed under the CST2021, the Beneficiary undertakes to use a trusted profile, a personal profile, another means of electronic identification issued in the electronic identification system connected to the national node of electronic identification referred to in Article 21a(1)(2)(a) of the Act of 5 September 2016. on trust services and electronic identification, adequate to the security level of the electronic identification means required for the services provided in this system, or data verified with a qualified certificate of electronic signature, if these data allow identification and authentication required for the provision of the online service.
15. If, for technical reasons, the use of a trusted profile is not possible, authentication is carried out using a non-qualified certificate generated by CST2021 (authorisation code sent to the email address of the authorised person concerned).
16. The Beneficiary shall inform the Institution of any unauthorised access to the Beneficiary's data in CST2021.

⁴² Does not apply to administrative proceedings and declarations of termination of the Agreement

⁴³ Authorised person means the person indicated by the Beneficiary in the Application for granting/modifying/withdrawing access to an authorised person and authorised to operate the CST2021 on his/her behalf, e.g. to prepare and submit payment claims or other information related to the Project implementation. payment claims or other information related to the implementation of the Project. The aforementioned request is annexed to the Guidelines for the conditions for the collection and transmission of data in electronic form 2021-2027.

17. In the case of unavailability of CST2021 resulting in the inability to send a payment application payment application via CST2021, the Beneficiary shall submit a payment application to the Authority as soon as the availability of CST2021 is restored.
18. From the date of conclusion of the Agreement until the end of the Project's lifespan, the Institution shall oblige the Beneficiary to use also other IT tools made available by the Institution to support the processes indicated by the Institution.

§ 18.

Indication of the persons authorised to represent the Parties to the Agreement and the documents from which this entitlement arises

1. The institution is represented by on the basis of
2. The Beneficiary is represented by based on.....

§ 19.

Final provisions

1. Any doubts arising during the implementation of the Project and related to the interpretation of the Agreement shall in the first place be settled by negotiations between the Parties. In case the conditions for immediate termination of the Agreement occur, no negotiations shall be carried out by the Institution.
2. Disputes shall be submitted to the court having jurisdiction over the seat of the Institution.
3. The agreement was drawn up electronically and signed with qualified electronic signatures.
4. The agreement is concluded as of the date of signature by the last of the Parties.
5. The appendices referred to in § 20 of the Agreement form an integral part of the Agreement.

§ 20.

List of Appendices to the Agreement

The annexes to the Agreement are:

- 1) Appendix 1 - Approved application for funding, including annexes,
- 2) Appendix 2 - Document confirming the powers of the Beneficiary's representative to act for and on behalf of the Beneficiary (e.g. power of attorney, extract from the National Court Register, other)⁴⁴ ;
- 3) Appendix 3 - Agreement with Partner unit from abroad,
- 4) Appendix 4 - Documents supporting the establishment of the IRAP Unit,
- 5) Appendix 5 - Regulations for the awarding of scholarships constituting assistance to project participants in FENG 2021-2027, in the scope of programmes of the Foundation for Polish Science,
- 6) Appendix 6 - extract from the provisions of the European Funds Applicant and Beneficiary Handbook 2021-2027 on information and promotion,

⁴⁴ Copy or printout from the KRS system.

- 7) Appendix 7 - List of deductions from funding in terms of communication obligations of FE Beneficiaries,
- 8) Appendix 8 - Document confirming the entitlement of the IB representative to act in its name and on its behalf (e.g. power of attorney, other) - if the person representing the IB is a person other than the one indicated in the KRS.

Institution

Beneficiary