

**Model Grant Agreement
under the International Research Agendas Programme
(competition no. 8/2017)**

(For IRAP units which have a legal personality)

Agreement no.: [_____]

Agreement date:

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

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

1. []
2. []

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

and

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

[] - []

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

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

§ 1

Representations of the Parties and subject matter of the Agreement

1. The Foundation hereby represents that:
 - 1) on, it launched Competition no. 8/2017 as part of the “International Research Agendas” programme (hereinafter referred to as the “**Competition**” and the “**Programme**”, respectively), publishing complete competition documentation for Competition no. 8/2017 (including the appendices), which set out, among other things, the objective of the Programme, the terms and conditions for the entry into the

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

- 2) after the competition procedure had been carried out, pursuant to resolution no. [_____] of the Management Board, dated [_____], the Unit was awarded a grant (hereinafter also referred to as the “funding”) to implement the project entitled “[_____]” under the Programme (hereinafter referred to as the “**Project**”).
2. The Unit hereby represents that:
 - 1) the Project shall be implemented in accordance with Project funding application no. [___], filed as part of the Competition and consisting of three parts submitted at individual stages of the Competition (the aforesaid three parts of the funding application and the attachments shall hereinafter be referred to as the “**Application**”) and in accordance with the arrangements made by the Parties during the visit to the Project implementation location by representatives of the Foundation and by experts during the third substantive evaluation phase, including those set out in the description of the IRA project implementation location which constitutes Appendix no. 10 hereto;
 - 2) as at the date of the Agreement, it satisfies all the conditions set out in the Competition Documentation as the conditions whose satisfaction by the Applicant and the Unit was required to receive funding, specifically those set out in par. V *General Conditions* of the Competition Documentation, including but not limited to the conditions that:
 - a) the main applicant: [_____], is the Unit’s manager as at the date of the Agreement (hereinafter referred to as the “**Unit Manager**”) and is employed by the Unit on a [] FTE basis in addition to serving the role of the research group’s leader;
 - b) the second applicant, [_____], serves the role of the research group’s leader / scientific affairs director and is employed by the Unit on a [] FTE basis¹.
3. The Unit hereby represents that the tasks falling within the scope of the Project are not and shall not be financed in the period of their financing from the Programme funds from other public sources, subject to Sections 4.4 and 4.5. If a research group leader and his or her team receive funds for the implementation of a project other than the project financed from the Programme at the Unit, then the subject matter of the research tasks performed by that leader and his or her team at the Unit must fall within the scope of the research agenda as indicated in the Application, as amended by the International Scientific Committee (hereinafter referred to as the “**ISC**”).
4. The Unit hereby represents that the eligible expenditure relating to the implementation of the Project, as approved by the Foundation, is not and shall not be financed from other sources.
5. The Unit hereby represents that it is not in arrears with the payment of budget payables or social insurance or health insurance premiums as at the Agreement date.
6. This Agreement sets out the terms and conditions of awarding the grant referred to in Section 1.1.2 as well as the rights and obligations of the Parties relating to the implementation of the Project.

¹ If applicable.

§ 2
Project implementation terms

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

10. As part of the Project, the Unit shall not be entitled to grant any state aid². The implementation of the Project shall be related solely to the Unit's own operations, which fall outside the scope of the Unit's business activities.
11. Where the Project satisfies the conditions set out in Article 61.6 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (hereinafter referred to as "**Regulation 1303/2013**"), the Unit shall disclose any and all revenue, as defined in Article 61.1 of Regulation 1303/2013, generated in relation to the implementation of the Project, in accordance with the principles laid down in Article 61 of Regulation 1303/2013 and the applicable Guidelines concerning issues related to the preparation of investment projects, including revenue-generating projects, as well as hybrid projects for 2014-2020. As revenue may not be estimated reliably in advance using one of the methods referred to in Articles 61.3 or 61.5 of Regulation 1303/2013, where the Project generates revenue by the earlier of the date of expiry of three (3) years of the date of the Foundation's final payment application being settled by the Intermediary Authority for the Smart Growth Operational Programme (hereinafter referred to as the "**IA SGOP**")³ or by the deadline for the submission of documents related to the closure of a programme specified in the regulations applicable to relevant funds, it shall be repaid by the Unit on a proportional basis and deducted from the expenditure declared to the European Commission. The repayment shall be made on such terms as set out in the Procedure for revenue calculation and monitoring for beneficiaries receiving funding as part of priority axis IV of the Smart Growth Operational Programme.
12. The Unit shall keep separate accounting records related to Project implementation, in accordance with the principle of transparency, as laid down in the Accounting Act of 29 September 1994, so that individual accounting transactions related to the Project may be identified.
13. In particular, the Unit shall comply with the principles of fair competition and equal treatment of bidders in contract award procedures under the Project, in conformity with the Public Procurement Law of 29 January 2004 – where it is required to apply the provisions thereof – or the principle of competitiveness or market exploration laid down in the Guidelines on Eligibility of Expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, the Competition Documentation, specifically in the Cost Eligibility Guide.
14. Any agreements drafted by the Unit, internal regulations or procedures, specifically: the contract award regulations and any other documents resulting in the Unit's financial obligations, the work regulations, remuneration policy, organizational regulations (in particular the organizational structure), rules of the governing or any advisory bodies, shall be made available to the Foundation at its request throughout the term of the Agreement. The Foundation shall have the right to request the Unit to introduce changes to the

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

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

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

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

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

§ 3

Remuneration and stipends

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

§ 4

Project value and grant amount

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

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

§5

Expenditure eligibility

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

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

§ 6

Grant provision and settlement terms

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

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

§7

Reporting and Project implementation monitoring

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

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

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

§ 8

Evaluation and interim assessment

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

§ 9

Durability of the Project

1. The Unit shall ensure durability of the effects of the Project, in accordance with Article 71 of Regulation 1303/2013, subject to Section 9.2.
2. The Unit shall ensure the durability of the effects of the Project from the Project completion date determined in accordance with Section 2.1 to the date of expiry of five (5) years of the date of the Foundation's final payment application⁴ being settled by IA SGOP (hereinafter referred to as the "**Project durability period**").

§ 10

Scientific reliability

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

⁴ See the explanation in footnote 3.

§ 11 Promotion and information

1. The Unit shall inform the public of the fact that the implementation of the Project has been financed with European Union funds, both in the course of Project implementation and following its completion during the Project durability period.
2. To the extent specified in Section 11.1, the Unit shall comply with par. 2.2 Responsibilities of the beneficiaries of Annex XII to Regulation 1303/2013 and Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data.
3. As regards the information about and promotion of the Project, the Unit shall take the measures defined in the Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020 with respect to information and promotion, as published at www.poir.gov.pl (hereinafter referred to as the “**Manual for Applicants and Beneficiaries**”) and in the manual for the Foundation’s grantees with respect to the promotion of programmes financed by the European Union, as published at www.fnp.org.pl.
4. The Unit shall place permanently, in the Project implementation location, no later than within two (2) months of the Project commencement date, a clearly visible information and commemorative board with the dimensions of at least 70 cm (width) x 50 cm (height). The aforesaid board shall be marked in accordance with the requirements set out in the Manual for Applicants and Beneficiaries, include the logotype of the Foundation and the following name: “Program Międzynarodowe Agendy Badawcze” (International Research Agendas Programme). The Unit shall be obliged to place an appropriate board regardless of the amount of the funding received.
5. The Unit shall mark documents relating to the implementation of the Project, promotional and information materials as well as assets purchased or depreciated/amortized under the Project in compliance with the Manual for Applicants and Beneficiaries and the manual for the Foundation’s grantees with respect to the promotion of programmes financed by the European Union, as published at www.fnp.org.pl.
6. The Unit shall make a written reference to the Foundation for Polish Science in all scientific publications or other materials (such as conference presentations) and, if possible, use the logotype of the Foundation as well. The Unit shall only use the official name of the Foundation and the logotype available at the Foundation’s website for that purpose.
7. The Unit shall distribute information on both the Project being supported with funds made available by the European Union under the Smart Growth Operational Programme and on the Foundation’s role during conferences, seminars and other presentations in public.
8. The Foundation is hereby authorized by the Unit to publish the image of the Unit Manager and of the research group leaders along with information regarding their scientific activity for information and promotional purposes and the Unit hereby represents that it holds or shall acquire the right to grant the aforementioned authorization and retain such right also following the completion of the Project.
9. The Unit shall ensure – in case it is requested so by the Foundation – that the Unit Manager and the research group leaders present the results of the Project in public, in such form, place and at such time as may be specified by the Foundation, in the course of performance of the Agreement or following its expiry.
10. The Foundation shall have the right to disclose information regarding the results achieved by the Unit to the public, in a way which shall not deprive the Unit of its entitlement to apply

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

§ 12 **Personal data protection**

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

§ 13

Document verification, inspections, audit and document retention

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

11. The Unit shall have the Project audited by a third party in accordance with Article 34.1.2 of the Science Financing Act of 30 April 2010. The audit should commence after 50% of the planned expenditure related to the implementation of the Project has been incurred but no later than at the time when 80% of the planned expenditure relating to the Project has been incurred.
12. The post-inspection information, recommendations or other equivalent documents drafted by the institutions and entities referred to in Section 13.1 as well as audit reports shall be kept by the Unit for a period not shorter than the one specified in Sections 13.13 and 13.14 (unless a longer period is required under the applicable laws). The Unit shall promptly provide the Foundation with copies of the aforementioned documents, except for the documents drafted as a result of document verification performed by an entity duly authorized by the Foundation or an inspection conducted by the Foundation, no later than within seven (7) days of their receipt.
13. The Unit shall archive any and all data concerning the implementation of the Project, specifically documents related to financial and technical management, the procedures applicable to the entry into agreements with contractors, in a manner ensuring availability, confidentiality and security in accordance with Article 140 of Regulation 1303/2013 until the expiry of two (2) years of the date of IA SGOP settlement of the Foundation's final payment Application⁵ (unless a longer period is required by the applicable laws and subject to the provisions of Section 2.14).
14. The Foundation may extend the period over which the Unit is obliged to retain the Project-related documents, of which the Unit shall be notified by the Foundation prior to the expiry of the aforesaid period. Extension of the document retention period may also apply to selected document types.
15. The Unit shall inform the Foundation of the place or any changes to the place where documents are archived and it shall ensure access to the aforementioned documents.

§ 14

Procedure and terms of Agreement termination and suspension of the funding

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

⁵ See the explanation in footnote 3.

- 5) the Unit has failed to provide information and explanations concerning the implementation of the Project;
- 6) the Unit has failed to promote the Project in accordance with the Agreement;
- 7) further implementation of the Project by the Unit is impossible or aimless;
- 8) an event of force majeure has occurred;
- 9) the Unit has failed to fulfil its obligations applicable to Project evaluation or audit;
- 10) no progress has been achieved in the implementation of the Project, as a result of which it may reasonably be assumed that the Project will not be completed;
- 11) the Unit has failed to satisfy the conditions referred to in the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Expert Panel, attached as Appendix no. 8 hereto⁶.
- 12) the Unit has failed to implement the Project in conformity with the Agreement, the up-to-date Application, and the Competition Documentation;

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

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

⁶ If applicable.

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

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

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

§ 15

Repayment of the funding and recovery of funds

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

- to the date of their being repaid along with bank interest accrued on the amount of the funding provided as an advance payment;⁷
- 2) the equivalent of funds provided under the agreements referred to in Section 3.5, on the terms set out in Section 15.4.1, with the proviso that interest shall accrue as of the date of stipend payment to individual scholarship holders.
4. The Unit shall repay the funds in the event that inspection authorities identify a breach of the terms and conditions of Project implementation, as set out in the Agreement, national and European Union laws, and in particular where:
 - 1) it is identified that the funding granted has not been used in conformity with the Agreement;
 - 2) the funding has been received unduly;
 - 3) the amount of the funding received has been excessive;
 - 4) the provisions applicable to Project durability have not been complied with;
 - 5) the funding has been used in contravention of the procedures referred to in Article 184 of the pfa.
 5. In the circumstances referred to in Section 15.4, the Unit shall repay the funds in accordance with the provisions of Section 15.2, along with interest accrued as for tax arrears from the date of transfer of the funds to the Unit to the date of their repayment to such bank account as may be specified by the Foundation⁸.
 6. Funds should be repaid to such bank account as may be specified by the Foundation, with the following information specified:
 - 1) Agreement number;
 - 2) the principal amount and interest;
 - 3) the basis for the repayment;
 - 4) the year in which the funds being repaid were received.
 7. In the event that the funds are not repaid in whole along with interest accrued as for tax arrears, the payment shall proportionally count towards the repayment of the principal amount understood as the amount of the grant to be repaid (less interest) and interest accrued as for tax arrears in the ratio of the principal amount to interest as at the repayment date.
 8. For purposes of debt collection, the Foundation may grant an authorization to a third party to act on its behalf.
 9. The Unit shall cover the documented costs of debt collection measures taken against the Unit, in particular the costs of legal assistance provided by professional attorneys if any payment has been made to the Unit. The costs of debt collection measures incurred by the IRA Unit shall not exceed 10% of the debt to be collected or be lower than PLN 10,000 (say: ten thousand Polish zlotys).
 10. In exceptional duly justified cases, at a written and reasonable request of the Unit, the Foundation may waive its right to demand a repayment of settled funds or the right to demand the payment of interest, considering in particular the Unit's performance of the Agreement. The aforesaid solution may be used, for instance where the Project's failure resulted from the occurrence of force majeure and in situations unforeseeable before the commencement of the Project's implementation, and an analysis reveals that the Unit has been acting in conformity with national and European Union laws, the provisions in the Agreement, with due diligence and applying the standards set out in the European Charter for Researchers, and that the Project's failure was not the effect of an unauthorized act or omission on the part of the Unit's staff or representatives.

⁷ The repayment date means the date when the Unit's bank account is debited.

⁸ See the explanation in footnote 6.

§ 16
Amendments to the Agreement – procedure and scope

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

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

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

§ 17 Communications

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

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

§ 18 Final provisions

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



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European Regional
Development Fund



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

- 5) the international agreement;
- 6) the declaration regarding VAT eligibility;
- 7) the list of indicators, together with the methodology of calculation of the deliverable and direct result indicators;
- 8) the declaration of satisfaction of the conditions and implementation of the recommendations of the Interdisciplinary Expert Panel⁹;
- 9) a power of attorney¹⁰ ;
- 10) description of the IRA project implementation site.

On behalf of the Foundation

On behalf of the Unit

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

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

⁹ If applicable.

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