

**Regulations for awarding scholarships constituting assistance for the Project's Scholarship Holders
within the framework of Measure 2.2 First TEAM (FENG 2021-2027) of the Foundation for Polish Science**

§ 1

General provisions

1. These Rules (hereinafter referred to as "the Rules") lay down the principles, eligibility conditions and the procedure for awarding and payment of scholarships by the Beneficiary from the project implementation funds, constituting assistance for project scholarship holders due to their selection for conducting research works in the project (hereinafter referred to as "Scholarships"), within the framework of Measure 2.2 First Team conducted by the Foundation for Polish Science acting as an Intermediate Body (hereinafter referred to as the "Institution" or the "Foundation"), from the European Regional Development Fund within the framework of the Programme European Funds for Smart Economy 2021-2027.
2. Any terms not defined in these Regulations and capitalized shall have the meaning as defined in the Regulations for Project Selection .

§ 2

Terms, conditions and procedure for awarding the Scholarship

1. Eligibility in the project Scholarship is possible only on the basis of a **scholarship agreement** concluded between the Scholarship Holder and the Beneficiary, in accordance with these Regulations and the Beneficiary's internal regulations, taking into account the applicable national law, in particular the Law on Higher Education and Science¹ . The scholarship is eligible in the project in accordance with the rules on eligibility of expenditure included in the Catalogue of Eligible Expenditure under Measure 2.2 of the FENG.
2. The scholarship is awarded by the Beneficiary **at the request of the Principal Investigator**. The Foundation reserves the right to accept the recruitment protocol. In the event that the Foundation exercises the right referred to in the preceding sentence, failure by the Foundation to accept the protocol will result in the expenditure not constituting an eligible cost in the Project.
3. A scholarship may be awarded to a person who meets **all of the following conditions**:
 - a) has been selected to carry out tasks in the project in a **competitive** procedure in accordance with the selection rules described in the Grant Agreement;
 - b) has the status of a student in first-cycle, second-cycle or equivalent studies, or has the status of a doctoral student - is a participant in a doctoral school or third-cycle studies, or is preparing a doctoral thesis in the extramural mode;
 - c) **does not receive another scientific scholarship** within the framework of another programme implemented by the Foundation for Polish Science, regardless of the source of their funding, with the exception of the Start programme.

¹ In particular, taking into account social security regulations, access to the Project site, health and safety conditions and the eligibility of the Scholarship Holder concerned to perform tasks in the Project.
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4. **As a rule, the funds provided for the Doctoral Student Scholarship shall not be used to pay the so-called statutory doctoral school scholarships** referred to in Article 209 of the Act of 20 July 2018. Law on Higher Education and Science. **An exception** to this rule is if the doctoral student is engaged in a project and his/her admission to the doctoral school is due to the implementation of the First TEAM Project and the doctoral school has no other funds to cover the statutory scholarships.
5. A doctoral student in receipt of a statutory stipend from the doctoral school, which is funded from project funds, may receive an additional stipend from project funds for involvement in the First Team project if the tasks go beyond the responsibilities of the statutory stipend.
6. The conditions indicated in Paragraph 3 must be met by the Scholarship Holder throughout the entire period of receiving the Scholarship. In the event that the Scholarship Holder ceases to fulfil any of the conditions indicated above, including, in particular, in the event of a change in the status indicated in paragraph 3(b) of this section, the Beneficiary shall be obliged to **discontinue the payment of the Scholarship** and immediately inform the Principal Investigator and the Intermediate Body.
7. In order to confirm the Scholarship Holder's fulfilment of the conditions stipulated in the Regulations, the Beneficiary is obliged to **submit to the Institution, together with the first application for payment, an** indication of the person's scholarship:
 - a) proof of student/doctoral student status;
 - b) a declaration by the Scholarship Holder in accordance with the specimen constituting Annex No. 1 to these Regulations.
8. In justified cases, the Beneficiary has the right to **decide**, on its own initiative or at the request of the Principal Investigator, to **discontinue payment of the Scholarship**, in particular when the Scholarship Holder no longer meets the conditions for receiving the Scholarship, inter alia, when:
 - a) has lost the status referred to in § 2(3)(b);
 - b) violated the provisions of § 3(6);
 - c) has not fulfilled the obligations set out in § 5 or § 8;
 - d) resigned from his academic work;
 - e) stays at a research centre abroad for purposes not directly related to the project;
 - f) breached the principles set out in the Foundation's Code of Ethics for Laureates and Beneficiaries published on the Foundation's website;
 - g) does not perform tasks in the project or performs them in a manner that does not meet the expectations of the Project Principal;
 - h) breached other provisions of the Rules of Procedure.
9. In the event that the Beneficiary identifies the circumstances referred to in paragraph 8 of this section, the Beneficiary shall be obliged to report to **the Institution** during what period and to what extent the Scholarship Holder has ceased to meet or has breached the conditions for receiving the Scholarship.
10. **At the request of the Institution**, in the event of the occurrence of the circumstances referred to in paragraph 6 or paragraph 8, the Beneficiary shall be obliged to **discontinue payment of the Scholarship**.

11. The Principal Investigator of the Project is obliged to apply immediately to the Beneficiary with the request referred to in paragraph 8 of this section in the event of the occurrence of the circumstances referred to in paragraph 8 or any other circumstance which could justify the withholding of the payment of the Scholarship.
12. In the event of a decision to discontinue the payment of the Scholarship in accordance with paragraphs 8-11, the Scholarship paid by the Beneficiary after the date indicated by the Beneficiary shall be considered by the Institution as **ineligible expenditure**.
13. In the event of termination of the Project Agreement, upon expiry of the Agreement, the Scholarships paid by the Beneficiary will be considered by the Institution as ineligible expenditure.

§ 3

Amount of the scholarship and rules for its payment

1. **The amount of the Scholarship** in the Project and **the period for which the Scholarship is awarded shall be determined by the Principal Investigator in accordance with the rules indicated in the Regulations for Project Selection** or its annexes, taking into account the statutory obligations of the doctoral school and the rules referred to in § 2.4 and 2.5. **In determining the amount of the Scholarship, the Beneficiary shall also take into account the achievement of the Project's objectives and its international character.**
2. In the event that the Beneficiary pays out a Scholarship in an amount that does not comply with the provisions of these Regulations or if the selection procedure of the Scholarship Holder was not in accordance with the provisions of these Regulations, the Grant Agreement or the Regulations for Project Selection, the Scholarships paid by the Beneficiary shall be considered by the Institution as ineligible expenditure.
3. The Beneficiary shall be entitled to pay the Scholarship from the project funds from the month following the month in which the competition referred to in the Grant Agreement was settled.
4. The Scholarship shall be paid during the period in which the Scholarship Holder fulfils the conditions set out in § 2 section 3 and may be paid no longer than until the end of the calendar month in which the Scholarship Holder loses the status referred to in § 2 section 3 letter b).
5. The Scholarship will be paid by the Beneficiary on a monthly or tri-monthly basis as agreed between the Beneficiary and the Principal Investigator to the Scholarship Holder's bank account. Depending on the arrangements, the Principal Investigator will confirm to the Beneficiary the possibility of continuing to pay the Scholarship to the Scholarship Holder every month or every 3 months. The Beneficiary shall be **obliged to send to the Institution, together with the payment application** in the teleinformatic system for handling payment applications, every 3 months (throughout the period for which the Scholarship was granted) **a statement of the Principal Investigator** confirming that **the Scholarship Holder performs his/her tasks in the Project correctly.**
6. The Scholarship Holder may not, during the period of drawing the Scholarship, draw remuneration from the Project funds on the basis of employment with the Beneficiary in any form.

§ 4

Responsibilities of the Scholarship Holder

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1. During the period of receiving the Scholarship, the Scholarship Holder is obliged in particular to:
 - a) to carry out scientific work under the direction of the Principal Investigator;
 - b) to carry out the tasks covered by the project;
 - c) inform the Beneficiary and the Principal Investigator immediately of any loss of status as referred to in § 2(3)(b);
 - d) inform the Beneficiary and the Principal Investigator of any problems related to the implementation of the Scholarship;
 - e) fulfil the reporting obligations set out in § 5 and the information and publicity obligations set out in § 8;
 - f) comply with the principles contained in the *Code of Ethics for Beneficiaries and Candidates in FNP Programmes*, published on the Foundation's website;
 - g) respect the principles of equal opportunities and non-discrimination, including accessibility for persons with disabilities, equality between men and women and the rights and freedoms set out in the Charter of Fundamental Rights of the European Union and the Convention on the Rights of Persons with Disabilities.

§ 5

Reports of the Scholarship Holder

1. **The Scholarship Holder's report on his/her scientific work** during the period of receipt of the Scholarship shall be **annexed to the Beneficiary's mid-term and final report within the timeframe provided for in the Project Grant Agreement**.
2. The Scholarship Holder's reports should cover all activities related to the Scholarship Holder's academic work and shall be prepared on the template provided by the Institution.
3. The Scholarship Holder is obliged to submit **an interim report** to the Principal Investigator **no later than 7 days after the end of the interim reporting period indicated in the Project Grant Agreement**, but no earlier than on the last day of the reporting period to which the report relates (with the first report covering the period from the date of commencement of receipt of the Scholarship until the end of the **interim** reporting period, while the last reporting period is determined by the date of termination of receipt of the Scholarship).

§ 6

Suspension of Scholarship payment

1. In the event of a temporary loss of the ability to perform the Scholarship Holder's duties as defined in the Regulations or a reasonable assumption of their non-performance in the future (caused, in particular, by illness, maternity or parental leave), **the Project Principal** may decide to temporarily suspend payment of the Scholarship **for a period not exceeding 12 months**.
2. If the Principal Investigator intends to accept a new Fellow, it shall submit to **the Institution for approval an abbreviated procedure for the additional recruitment of a replacement Fellow or the selection of another person from the list of** candidates for the Fellowship considered in any existing competition.

3. If a person is selected as a replacement for the Scholarship Holder, **the person must fulfil the criteria** for selection to the project as defined for the Scholarship Holder, in particular have the status indicated in § 2 item 3 letter b) and fulfil the conditions defined in § 2 item 3 letter c). The Beneficiary will provide the Institution with the data of the aforementioned person within 7 days from the date of completion of the recruitment procedure.
4. A person to replace a Scholarship Holder may only be selected once and the replacement may not exceed 12 months in total.
5. The rules for payment of the Scholarship to the person selected as a replacement are analogous to the rules for payment of the Scholarship to the Scholarship Holder set out in § 3.

§ 7

Extension of the Scholarship payment period

1. Requests, with justification, to change the payment period of the Scholarship must be notified to the Beneficiary by the Principal Investigator and require that the Institution be informed.

§ 8

Information and promotional activities of the Scholarship Holder

1. During the period of receipt of the Fellowship, the Fellow is obliged to inform, on the occasion of conferences, seminars and other public appearances, both about the support of the Fellowship and the project with funding from the European Union under the FENG, as well as about the role of the Foundation.
2. The Scholarship Holder is advised to apply for the information and publicity of the Project the rules defined in the "Handbook for applicants and beneficiaries of cohesion policy programmes 2021-2027 on information and publicity" published on [www.https://www.gov.pl/web/fundusze-regiony/wytyczne-na-lata-2021-2027](https://www.gov.pl/web/fundusze-regiony/wytyczne-na-lata-2021-2027) -
3. The Institution reserves the right to disseminate the Scholarship Holder's image and information about his/her academic activities for information and promotional purposes.
4. The Scholarship Holder is obliged, when fulfilling the obligations indicated in this paragraph, to use only the official name of the Foundation and the logo available on the Foundation's website.

§ 9

Intellectual property rights

1. Bearing in mind the fact that the payment of funds granted for the implementation of the Project in the form of scholarships constitutes assistance for the Scholarship Holders to carry out research works in the Project and, consequently, to develop its results, the Scholarship Holder **and the Beneficiary are obliged to effectively transfer to the Beneficiary the intellectual property rights** protecting the goods created as a result of research works carried out by the Scholarship Holder.
2. The rights referred to in section 1 shall be acquired by the Beneficiary by means of a contract **without any additional remuneration on this account, with the** proviso, however, that **the Scholarship Holder shall, by means of the contract concluded, be entitled to remuneration**

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- and a share in the funds obtained from the commercialisation of the intellectual property of** which he or she was the author on the same terms as apply to the Beneficiary's employees.
3. In order to enable the Beneficiary to make effective use of the intellectual property rights protecting the goods produced in the Project which are the results of the research work, **the Scholarship Holder**, notwithstanding the obligation to conclude an appropriate agreement transferring these rights to the Beneficiary, is **obliged to**:
 - a. to keep the **results of the** research activities and the know-how relating to these results **confidential**, unless otherwise instructed by the Beneficiary;
 - b. **transfer to the Beneficiary all the information in its possession, the works** together with the ownership of the media on which the works are recorded, and the technical experience needed for commercialisation;
 - c. **to refrain from carrying out any activities aimed at self-implementation of the results or** any other use of the **results**, unless the Scholarship Holder obtains prior approval from the Beneficiary;
 - d. respect the rights of interest of the Beneficiary when using in further activities the intellectual property created by him/her as a result of the work carried out as a result of the Project;
 - e. **cooperate with the Beneficiary in the commercialisation process**, including in proceedings to obtain exclusive rights in the Republic of Poland and abroad.

§ 10

Final provisions

1. An acceptable form of communication of position, application, report or information between any of the parties: the Institution, the Scholarship Holder, the Principal Investigator of the Project or the Beneficiary, is by e-mail or by the Institution's electronic system or the European Funds' ICT system.

Annex 1

(Place and date)

(Name of the Scholarship Holder)

Statement

In connection with the awarding to me by
.....
..... (name of the Beneficiary) a scholarship constituting assistance for a participant of the
.....
..... project (name of the project) (called "Scholarship"), financed from the European Regional Development Fund within the framework of the Programme European Funds for Smart Economy (called "Project"), in which the Intermediate Body is the Foundation for Polish Science (called "Intermediate Body" or "Foundation"), I hereby declare that:

- 1) I was selected to carry out tasks in the project in a competition;
- 2) I am a student at Bachelor's or Master's level, or equivalent, or a doctoral student - I am a participant in a doctoral school or third-level studies, or I am preparing a doctoral dissertation in the extramural mode;
- 3) I do not receive any other scientific scholarship as part of another programme implemented by the Foundation for Polish Science, regardless of the source of their funding (does not apply to the Start programme);
- 4) I am aware of the content of the "*Regulations of granting scholarships in aid of Project participants in Measure 2.2. First Team (FENG 2021-2027) of the Foundation for Polish Science*" (called Regulations), which I undertake to observe;
- 5) I am aware of the contents of the "*Code of Ethics for Beneficiaries and Candidates in FNP Programmes*" published on the Foundation's website, which I undertake to observe;
- 6) I undertake to inform the Beneficiary and the Principal Investigator of any change resulting in my not fulfilling the conditions for the award of the Scholarship referred to in § 2.3 of the Regulations;
- 7) I also undertake, in accordance with the Terms and Conditions, to communicate, on the occasion of conferences, seminars and other public appearances, both about the support of the Scholarship and the Project with funding from the European Union under the FENG, and about the role of the Foundation.

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.....
(legible signature of the Scholarship Holder)

At the same time, I declare that, in accordance with the content of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), I consent to the transfer of my personal data to the Foundation for Polish Science in Warsaw at ul. I. Krasickiego 20/22 (postal code 02-611) in connection with the settlement of the subsidised Project, as well as for the purposes of reporting, evaluation, control and archiving of the Project.

I indicate that I provide the personal data voluntarily and declare that they are true.

At the same time, I declare that I have familiarised myself with the contents of the information clause, including information on the purpose and means of processing of personal data by the Foundation and on any rights I have in relation to the processing of personal data.

.....
(legible signature of the Scholarship Holder)

Information clause

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), we inform you that:

1. The Foundation for Polish Science has appointed a Data Protection Officer. In all matters related to the processing of personal data and in matters concerning the exercise of rights related to the processing of personal data, you can contact at the indicated e-mail address: iodo@fnp.org.pl.
2. Personal data will be processed in connection with the settlement of the funded Project, as well as for purposes related to reporting, evaluation, control and archiving of the Project.
3. Your data will be disclosed to external entities, in particular for the purposes of audits, expenditure verifications and evaluations carried out by the Foundation, the FENG Managing Authority or other authorised bodies.
4. Ordinary personal data will be used in the processing processes.

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Annex 3 to the Project Agreement

5. Your personal data will be kept for the period necessary to fulfil the purpose indicated in point. 2.
6. In relation to the processing of your personal data, you have the right to access your personal data, the right to rectify your personal data, the right to restrict the processing of your personal data, the right to transfer your data to another controller, the right to erasure of your personal data, the right to object to the processing of your data, the right to withdraw your consent, and the right to lodge a complaint with the President of the Office for Personal Data Protection.
7. The provision of your personal data is necessary in order to fulfil the above-mentioned purpose.
8. Your personal data will not be processed by automated means and will not be subject to profiling.

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