

## FENG Framework Agreement on Cooperation with the Expert no. ...

(hereinafter referred to as the “Agreement”)

concluded between:

**The Foundation for Polish Science** located at ul. I. Krasickiego 20/22, 02-611 Warszawa, listed in the register of associations, other social and professional organizations, foundations and independent public health care institutions of the National Court Registry (KRS), kept by the District Court for Warsaw, 13<sup>th</sup> Commercial Division of the National Court Registry, KRS 0000109744, NIP 526-03-11-952, REGON 012001533, hereinafter referred to as “FNP”,

represented by:

.....  
.....

and

.....  
[First and last names],

.....  
[Address of residence],

holding PESEL:<sup>1</sup> ...

***in the case of a natural person running a business, the following fields also need to be filled in:***

business activity conducted under the name

.....

in ... (address: locality, street, building / suite number)

zip code: ...

listed in the Central Register and Information on Economic Activity,

NIP: ....., REGON: .....,

hereinafter referred to as the “Expert”, acting personally,

hereinafter collectively referred to as the “Parties” and each individually as the “Party”.

### Article 1: Scope of the Framework Agreement

1. This Agreement is concluded based on art. 83(1) of the Act of 28/04/2022 on the principles of the performance of tasks financed from European funds in the financial perspective 2021-2027 (hereinafter referred to as the “Implementing Act”).
2. The purpose of this Agreement is to define mutual rights and obligations of the Parties with regard to the rules of engagement of the Expert<sup>22</sup> in the performance of the FNP’s tasks specified in the Regulations for Cooperation with Experts under the European Funds for a Smart Economy Programme, hereinafter referred to as the “Regulations”.

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<sup>1</sup> If you do not have a Polish PESEL number, enter your tax or social security purposes ID number from your country of residence, plus the type of the number and place of its issue, or, if none, enter the number of your identity document from that country, plus its number and place of issue. If this number is not available, the number of the identity document obtained in that country must be stated, as well as the type of number and the place where it was issued.

<sup>2</sup> **Expert FENG** – a person referred to in Chapter 17 of the Act who is included in the FENG List of Experts and with whom FNP has entered into a Framework Agreement on Cooperation with Expert.



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3. The Expert may participate in the tasks referred to in par. 2 only in the programme under which the Expert is included in the Expert List (hereinafter referred to as the “**Programme**”).
4. The tasks referred to in par. 2 shall each time be commissioned in the manner and on the terms set out in the Regulations based on the Order for the provision of services (hereinafter referred to as the “**Order**”).
5. The conclusion of the Agreement with the Expert does not imply an obligation for the FNP to entrust the Expert with the tasks referred to in par. 2. The Expert is not entitled to any claims in this respect, including financial claims for any waiting period.

### **Article 2: Term of the Agreement**

The Agreement is concluded for a definite period from the date of its signature by the last Party until **31/12/2035**.

### **Article 3: Obligations of the Expert**

1. The Expert shall execute Orders in accordance with: the provisions of the generally applicable law; the documents referred to in art. 1, to the extent that they apply to the tasks entrusted to the Expert; and the documents provided in the Order, according to their wording in force at the time of the performance of the tasks defined in the Order.
2. The Expert shall execute Orders under the Agreement in accordance with the rules set out in the Regulations and in this Agreement.
3. The Expert shall bear full responsibility for the execution of the Order in accordance with the Agreement.
4. The Expert shall execute the Order in a fair, reliable, independent and impartial manner, in accordance with their knowledge and the principles set out in the documentation of the Programme and recruitment, and with the utmost care.
5. The Expert shall submit a Statement on impartiality, confidentiality and absence of conflicts of interest each time before commencing the execution of an Order, on the terms set out in the Regulations. The statement made by the Expert may be subject to verification by the FNP.
6. The Expert shall immediately inform the FNP of circumstances known to the Expert that may raise doubts as to the Expert’s impartiality, including a conflict of interest, in accordance with the rules laid down in the Regulations.
7. The Expert shall not undertake gainful activity related to the implementation of the project in which the tasks referred to in art. 1(2) of the Agreement were carried out by the Expert on the terms set out in the Regulations. During the execution of the Order, the FNP shall provide the Expert with a template statement confirming that the Expert has not been employed in the project which the Expert evaluates, which the Expert shall submit in accordance with the rules set out in the Regulations.
8. Violation of the obligations referred to in par. 6 and par. 7 above may result in the Expert being charged a contractual penalty in the amount specified in art. 11(1)(2) of the Agreement for each breach, payable by transfer to the FNP’s bank account indicated in the demand for payment of the contractual penalty, and in termination of the Agreement by the FNP.
9. The performance of tasks under the Order by the Expert is documented on the terms set out in the Regulations.
10. The Expert may not make available to third parties any information or documents obtained as part of the performance of the Agreement, under pain of deletion of the Expert from the list of

Experts, loss of remuneration for the execution of the Order and imposition of a contractual penalty referred to in art. 11(1)(1) of the Agreement. If such information or documents have been or could have been made available to third parties, the Expert shall immediately inform the FNP, no later than within 2 working days (defined as days from Monday to Friday, excluding public holidays) from the date of the actual or suspected disclosure.

11. The Expert may store documents regarding the execution of the Order, in a way that prevents access to them by third parties, only during the term of the Agreement.
12. The Expert shall inform the FNP of any circumstances that may affect the execution of the Order, no later than within 2 working days (defined as days from Monday to Friday, excluding public holidays) from the date of the occurrence of the circumstances, including in particular the following:
  - 1) loss of full public rights by the Expert;
  - 2) loss of full legal capacity by the Expert;
  - 3) conviction of the Expert by a final judgment for an intentional offense or fiscal offense;
  - 4) loss by the Expert of the rights required in the field covered by the Programme, which were the basis for the entry of the Expert in the List of Experts under the Programme;
  - 5) the taking up by the Expert of employment in one of the institutions involved in the implementation of the programmes for years 2021-2027 under the FERG Programme.
13. The Expert may not transfer, in whole or in part, the rights and obligations arising from the Agreement to third parties.
14. In the event of a change in personal data, the Expert shall notify the FNP of this fact electronically, no later than within 5 working days of the change, and shall update the Expert's data in the profile in the FNP's IT system.

#### Article 4: Copyrights

1. The Expert declares that he / she is entitled to exclusive and unlimited economic copyrights to works created in connection with the execution of the Order (hereinafter referred to as "**Works**").
2. The Expert shall:
  - 1) transfer to the FNP all author's economic rights to the Works;
  - 2) grant the FNP permission to exercise dependent copyright in the Works;
  - 3) transfer to the FNP the exclusive right to authorize the exercise of dependent copyright in the Works;
  - 4) not exercise his / her moral rights in the Works and grant the FNP permission to exercise the rights by the FNP for an indefinite period.
3. The rights referred to in par. 2 shall be transferred to the FNP:
  - 1) upon the transfer of the Works to the FNP;
  - 2) without limitation as to territory, time, number of copies and media, in the following fields of exploitation:
    - a) perpetuation – in particular by printing, recording in computer memory or on electronic media, and reproduction of such copies by any technique;

- b) distribution and publication in any way (also displaying or publicly reproducing or entering into computer memory or multimedia networks, including the Internet) – in whole or in part, as well as in combination with other works;
  - c) sharing, in particular by communicating evaluation results to applicants, presentations at meetings with the FNP;
  - d) marketing (both original and copies, media), renting, lending Works (in whole or in part) or media on which the Works have been recorded;
  - e) introduction (also by commissioned third parties) of any changes in the Works, including: adaptation, change of layout, preparation of extracts / summaries / abbreviations, making updates, combining with other works and translation – in whole or in part.
4. Simultaneously with the acquisition of the author's economic rights in the Works, the FNP shall acquire ownership of all copies and media on which the Works have been recorded and delivered to the FNP.
  5. The Expert undertakes that, when performing the Agreement, the Expert will comply with the provisions of the Act of 04/02/1994 on Copyright and Related Rights, will not infringe property rights of third parties, and will hand over the Works to the FNP free from encumbrances with such rights of third parties.
  6. If third parties submit claims based on the allegation that the use of a Work delivered under the Agreement by the FNP or its legal successors infringes intellectual property rights of the third parties, the FNP shall inform the Expert of such claims, and the Expert shall take necessary measures to resolve the dispute at the Expert's own expense. In particular, if an action for infringement of intellectual property rights is brought against the FNP or its legal successor, the Expert shall join the proceedings as a defendant, or, if this is not possible, the Expert shall intervene incidentally on the part of the defendant and pay all costs and damages, including legal fees awarded against the FNP or its legal successors.

#### **Article 5: Confidentiality**

1. All data and information provided to the Expert in connection with the performance of the Agreement shall be treated as Confidential Information without the need for the FNP to label it as confidential at the time of disclosure, regardless of the form in which it was obtained by the Expert.
2. The data and information referred to in par. 1 of the Agreement may be used by the Expert only for the performance of the Agreement.
3. The Expert shall:
  - 1) keep confidential all information provided in connection with the performance of the Agreement, as well as all information gathered in the course of negotiations preceding its conclusion, regardless of the form in which it was communicated;
  - 2) not use, copy, reproduce, distribute any Confidential Information or its part, except when it is necessary for the performance of the Agreement.
4. In the event of a breach of the obligation referred to in par. 3, the Expert shall pay the contractual penalty set forth in art. 11(1)(1) of the Agreement, for each violation, by transfer to the FNP's bank account.
5. The obligation set forth in par. 3 shall continue for the duration of this Agreement as well as for a period of ten (10) years after its completion or expiration or 10 (ten) years after its termination.

6. The following shall not be deemed Confidential Information:
  - 1) information that is or becomes publicly available otherwise than by breaching the duty of confidentiality;
  - 2) information that was already in the possession of the Expert at the time of disclosure, provided that it was subject to the duty of confidentiality and that it was obtained without infringing the law;
  - 3) information received from third parties lawfully, without breach of any obligation of confidentiality;
  - 4) information in respect of which the FNP has declared that it does not consider it to be Confidential Information.
7. A disclosure enforced by the law, e.g. on demand from competent courts or authorities, based on a court order or subpoena or administrative decision or for the purpose of pursuing claims, to the extent and within the limits permitted by law, shall not be deemed a breach of Confidential Information. Before such disclosure, the Expert shall notify the FNP in writing of the receipt of such a demand, specifying the form and purpose of the disclosure, unless such notification is prohibited under the law. If prior notification to the FNP of the receipt of such demand is not possible in the circumstances of the case, the Expert shall notify the FNP immediately after the circumstances preventing the notification cease to exist.
8. The disclosure of Confidential Information to a third party is permitted only with prior written consent of the FNP and under the conditions specified by the FNP.
9. The Expert ensures that he / she has appropriate safeguards to protect the Confidential Information against access and unlawful use by unauthorized persons.
10. For the avoidance of doubt, the Parties confirm that the Agreement does not result in the transfer of any right to Confidential Information to the Expert.
11. In the event that the Confidential Information provided constitutes information protected by the provisions of the generally applicable law, the Expert shall comply with the relevant legal regulations regarding the protection of such information.
12. The Expert declares that he / she is aware of the security risks associated with the transmission of information by e-mail or via the Internet. The Expert shall be responsible for protecting electronic information, for protection against malware and for ensuring that such information is not forwarded to a wrong address.
13. At the FNP's request, the Expert shall immediately return all materials, documents and other studies (written, electronic or otherwise), destroy all materials containing Confidential Information, and erase from the memory of the Expert's computers, word processors and similar media all materials constituting Confidential Information, including all copies, to the extent that the configuration of the electronic systems allows. In addition, the Expert shall, without the FNP's request, return or destroy materials, documents and media containing Confidential Information at the latest on the date of the receipt of the notice of the acceptance of the Order deliverables acknowledged by an acceptance protocol.
14. At the FNP's request, the Expert shall immediately provide a written or electronic statement confirming the performance of the activities specified in par. 13 of the Agreement.

#### **Article 6: Protection of personal data**

1. The FNP is the controller of the Expert's personal data collected and processed in connection with the performance of the Agreement and processed in the FNP's systems as part of the



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implementation of the FENG programme. The data shall be processed in accordance with the Act of 10/05/2018 on the protection of personal data (hereinafter referred to as the “Act”) and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 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 (GDPR) (hereinafter referred to as the “**GDPR**”).

2. The Parties agree that the personal data will be processed only for the purposes of this Agreement and settlement, control and archiving of the Programme documentation.
3. The Expert’s personal data will be processed by the FNP until the usefulness of such data is lost based on art. 6(1)(b) of the GDPR – the processing is necessary for the performance of the Agreement.
4. Based on the Agreement, the FNP, as the data controller, will process the following personal data of the Expert:
  - a) first name
  - b) last surname
  - c) date of birth
  - d) sex
  - e) address
  - f) mailing address
  - g) company and business address (if applicable)
  - h) e-mail address
  - i) PESEL / TIN
  - j) NIP
  - k) REGON
  - l) stationary and mobile phone numbers
  - m) bank account number
  - n) academic degree / title
  - o) year of conferral of the doctoral degree
  - p) the field in which the doctorate was awarded
  - q) ORCID ID
  - r) scientific / professional experience
  - s) place of employment.
5. The FNP stipulates that personal data other than those listed above may be processed under the Agreement to any extent necessary to perform this Agreement. The FNP declares that sensitive data listed in art. 9(1) of the GDPR will not be processed under this Agreement.
6. The Expert acknowledges that:
  - a) The FNP’s Data Protection Officer can be contacted by e-mail: [iodo@FNP.org.pl](mailto:iodo@FNP.org.pl).



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- b) In relation to the Expert's personal data provided to the FNP, the Expert has the rights provided for in the GDPR, in particular the right to access and correct the data, request the cessation of their processing, the right to rectify the data, the right to limit the processing, the right to transfer the data, the right to have the data deleted, and the right to lodge a complaint with the supervisory body (the President of the Office for Personal Data Protection).
  - c) Decisions using the processing of the personal data provided by the Expert will not be made automatically and the data will not be subject to profiling.
  - d) The Expert's personal data will be transferred to third parties, in particular for the purposes of the Agreement, as well as for settlement, control and archiving of the Programme under which the Expert's remuneration is financed.
  - e) The provision of the Expert's personal data is voluntary, but necessary for the conclusion of the Agreement.
7. Pursuant to art. 28 of the GDPR, the FNP, as the Controller, entrusts the processing of personal data, as part of the performance of the Agreement, to the Expert, as a Processor, in the name and on behalf of the FNP under the conditions set out in the Agreement. In addition, the FNP entrusts the Expert with the processing of personal data entrusted to the FNP for processing based on separate agreements by controllers of such personal data. The provisions concerning the outsourcing of personal data processing to the Expert by the FNP shall apply mutatis mutandis to the FNP's sub-entrustment of the processing of personal data to the Expert by the FNP.
8. During the term of the Agreement, the Expert shall ensure full protection of personal data and compliance with all current and future legal provisions regarding the protection of personal data and privacy, including in particular the provisions of the GDPR.
9. The Expert will process the following types of personal data entrusted to him / her by the FNP:
- a) first and last name
  - b) series and number of identity document
  - c) address of residence
  - d) address for service
  - e) e-mail address
  - f) phone number
  - g) PESEL / TIN
  - h) date of birth
  - i) age
  - j) sex
  - k) place of employment
  - l) citizenship
  - m) education
  - n) educational facility

10. The FNP does not authorize the Expert to further transfer personal data entrusted to him / her for processing on behalf of and for the benefit of the FNP to other any other person.
11. Personal data entrusted by the FNP may be processed by the Expert solely for the purposes of the Agreement defined in art. 1, during its term and after its termination, but only on specific request of the FNP.
12. While performing the Agreement, the Expert shall process the personal data referred to in the Agreement and in instructions received from the FNP.
13. The FNP will authorize the Expert to process personal data obtained in connection with the Agreement.
14. The Expert shall:
  - a) secure the entrusted personal data by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk associated with the processing of personal data, referred to in art. 32 of the GDPR;
  - b) not to make copies of documents other than necessary for the performance of the Agreement;
  - c) maintain the personal data entrusted for the processing and the security measures referred to in art. 28(3)(b) of the GDPR during the term of the Agreement and after its termination;
  - d) remove personal data permanently and irreversibly from all media held by the Expert no later than within 7 days from the date of the completion of the Agreement and shall immediately submit to the FNP a statement confirming that the Expert has not retained any personal data entrusted to the Expert under the Agreement;
  - e) assist the FNP, to an extent necessary, in fulfilling the FNP's obligation to respond to data subject's requests in the exercise of their rights referred to in Chapter III of the GDPR and to comply with the obligations set out in art. 32-36 of the GDPR;
  - f) provide the FNP, on each request, with information on the processing of the personal data entrusted for processing;
  - g) notify the FNP of each suspected personal data breach within 24 hours.
15. If the Expert suspects a personal data breach, the Expert shall immediately, no later than within 48 hours, notify the FNP of the suspicion, in accordance with the principles set out in art. 12 of the Agreement and, in addition, shall send a notice to [iodo@FNP.org.pl](mailto:iodo@FNP.org.pl).
16. In the event of a personal data breach which, in the FNP's opinion, may result in a high risk to the rights and freedoms of natural persons for which the Expert is responsible, the Expert shall, on request of, and in accordance with, the FNP's recommendations, notify the persons affected by the personal data breach without undue delay.
17. The Expert shall enable FNP, on the FNP's request, to control or audit compliance of the personal data processing with the GDPR, the Act and the Agreement.
18. The Expert shall comply with recommendations from the FNP or from an entity authorized by the FNP concerning improvement of the quality of personal data security and the manner of processing it, or the correction of deficiencies identified during the inspection or audit, within a period specified by the FNP, not longer than 7 days.
19. The Expert shall immediately inform the FNP about:
  - a) any breach of the obligations relating to the protection of personal data entrusted to the processing, breach of secrecy of such personal data or their improper use;

- b) any activities in which the Expert is involved, in matters related to the protection of personal data, in particular carried out by a supervisory authority, the police or a court.
20. The Expert shall be liable, both to third parties and to the FNP, for damage resulting from non-compliance with the provisions of the GDPR, the Personal Data Protection Act, as well as for the processing of personal data contrary to the Agreement.
21. The claim for the Expert's remuneration for the processing of personal data is satisfied as part of the remuneration referred to in Article 7.

#### **Article 7: Remuneration of the Expert**

1. The FNP declares that the remuneration is financed from the European Funds for a Smart Economy FENG) Programme, from the Smart Growth Operational Programme (SGOP).
2. The remuneration due to the Expert for the performance of the Agreement shall constitute the total remuneration due to the Expert for the performance of the Agreement and the Order, including the transfer of the author's economic rights and derivative rights to the Works. The Expert shall not be entitled to any additional remuneration for the performance of the Agreement or the Order.
3. The Expert shall receive remuneration for the Order, calculated in accordance with the amount of the per-task rate specified in the Order. The rates of remuneration for individual tasks are set out in Appendix 1 to the Regulations.
4. The Expert shall be entitled to the remuneration for the execution of the Order, provided that the FNP has accepted the Order deliverables without reservations. If the Order deliverables had been accepted with reservations and the Expert has not complied with the FNP's wishes / requests for correction, the remuneration shall be reduced by contractual penalties charged in accordance with art. 11 of the Agreement.
5. The acceptance of an Order shall be carried out by the FNP after the Expert's delivery of evidence of completion of the Order, referred to in Chapter VI, section 11, of the Regulations, signed or accepted in the FNP's IT system.
6. The remuneration referred to in par. 2 and par. 3 shall be paid within 30 days from the date of receipt of the Order deliverables by the FNP.
7. If the Expert conducts business activity, the Expert shall issue an invoice for the execution of the Order.
8. The remuneration shall be paid by transfer to the Expert's bank account specified in the Expert's Data Form in the FNP's electronic system.
9. The FNP may not pay remuneration for the execution of an Order in the following cases:
  - 1) Execution of the Order in gross violation of the Agreement or Regulations, including:
    - a) in the case of submission of evidence of the execution of an Order, which does not meet the requirements set out in the Regulations, despite receiving correction guidelines from the FNP or the FNP's finding that the Expert has not complied with the evaluation rules;
    - b) the FNP's finding that the content of the application or other documents made available to third parties during the assessment has been disclosed;
    - c) finding a conflict of interest or an attestation of untruth in the statement of impartiality and confidentiality, or failure to meet the requirements set out in the Implementing Act.

- 2) Negative assessment of the Expert's work in the scope of the Order vs. the rules set out in the Regulations.

#### **Article 8: Evaluation of the Expert's work**

1. The Expert's work will be verified and monitored on the terms set out in the Regulations.
2. The evaluation of the Expert's work may end with a positive or negative result.
3. The number of negative ratings and the consequences of such evaluation are defined in the Regulations.

#### **Article 9: Amendments to the Agreement**

1. The Parties may amend the Agreement by means of consensual declarations of will in writing or in electronic form using qualified electronic signatures under pain of nullity, subject to paragraphs 2-4.
2. An amendment to the Regulations shall not require an amendment to the Agreement, but the Expert shall be notified. The Expert shall be informed about an amendment to the Regulations each time by a notification sent via the FNP's IT system or to the e-mail address of the Expert. The notification shall contain a list of the most important changes, an indication of the effective date of the amendment, information about the place where the full content of the amendment is available and information about the date and manner in which the Expert may refuse to accept the amendment.
3. The Expert shall inform the FNP about his / her disagreement to the amendment in electronic form, using the FNP's IT system or by sending an e-mail to [eksperci@FNP.org.pl](mailto:eksperci@FNP.org.pl). If the amended Regulations are not accepted, the FNP will remove the Expert from the List of Experts and terminate the Agreement with immediate effect. The Expert's lack of objection to the amendment within the prescribed time will be treated as acceptance of the amendment.
4. Changing the bank account number referred to in art. 7(8) of the Agreement and contact details of the Parties shall not require an amendment to the Agreement, but the other Party must be informed.

#### **Article 10: Termination**

1. Either Party may terminate the Agreement with one month's notice. The Agreement shall be terminated in writing or in electronic form using qualified electronic signatures under pain of nullity.
2. The FNP may terminate the Agreement with immediate effect (without notice) in the event of:
  - 1) the occurrence of circumstances specified in the Regulations, resulting in the need to delete the Expert from the List of Experts;
  - 2) a gross breach by the Expert of the obligations under the Agreement or the Regulations;
  - 3) the Expert's refusal to accept an amendment to the Regulations.
3. The Agreement shall expire (or terminate in the case referred to in point 3) without the need for the FNP to make a separate declaration of intent in the case of:
  - 1) death or declaration of death of the Expert;
  - 2) loss of legal capacity by the Expert;
  - 3) the Expert's taking up employment in one of the institutions involved in the implementation of the Programmes for years 2021-2027 under the FENG Programme.

4. Orders the deliverables of which have not been accepted by the FNP by the date of the termination or expiry of the Agreement shall expire, provided that tasks performed by the Expert under those Orders until the date of termination of the Agreement shall be settled in accordance with the rules set out in the Agreement.
5. In the cases referred to in paragraphs 1-3, the Expert will be removed from the List of Experts.

### **Article 11: Liability of the Expert for non-performance or improper performance of the Agreement**

1. FNP may charge the Expert a contractual penalty for each breach in the case of:
  - 1) the FNP's finding of a disclosure of the content of the application or other documents to third parties during the evaluation – three times the remuneration due for the provision of services under the Order to which the disclosure relates;
  - 2) the FNP's finding of an undeclared conflict of interest or gainful activity related to the implementation of the project, referred to in art. 3(6)-(7) of the Agreement, to the extent covered by the submitted declaration – twice the remuneration due for the provision of services under the Order / project to which the conflict of interest relates;
  - 3) long-term unjustified lack of contact between the FNP and the Expert preventing the completion of the Order – up to one time the remuneration due for the provision of services under the Order within the scope of the project;
  - 4) delay in the execution of the Order – 2% of the remuneration under the Order for each day of unjustified delay for which the Expert has not received the FNP's consent;
  - 5) the FNP's finding that the Expert has performed the Order while not meeting the requirements of art. 81(3)(1)-(4) of the Implementing Act – three times the remuneration due for the provision of services under the Order.
2. If the damage caused by the Expert's act or omission exceeds the value of the contractual penalty, FNP may claim from the Expert a compensation in excess of the contractual penalty on general terms.

### **Article 12: Final provisions**

1. The Parties agree that all communications related to the Agreement will be exchanged through the FNP's IT system or e-mailed to the following addresses:
  - 1) From the FNP: ...
  - 2) From the Expert<sup>3</sup>: ...
2. In the event of a change in its address specified in par. 1, the Party concerned shall immediately communicate the new address to the other party, by sending an e-mail to its e-mail address specified in par. 1. The Expert shall update their data in their profile in the FNP's IT system no later than within 5 working days from the change.
3. Each Party declares that it will process personal data made available to it by the other Party in the capacity of a personal data controller for the purposes of this Agreement.
4. Personal data of the representatives of each Party will be made available to the other Party who will process the data in the capacity of a personal data controller for the purposes of this Agreement.

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<sup>3</sup> Please provide the e-mail address of the expert

5. The provisions of the Civil Code, the Implementing Act and the Act of 04/02/1994 on Copyright and Related Rights shall govern matters not provided for by this Agreement.
6. Disputes arising in connection with the Agreement shall be settled by the court having jurisdiction over the FNP's registered office.
7. The Agreement was concluded in a hard copy or in an electronic form using qualified electronic signatures.
8. The Appendices constitute an integral part of the Agreement:
  - 1) Appendix 1: The Expert's data form containing information required for contact and financial settlement of the Order – located in the FNP's IT system
  - 2) Appendix 2: The Expert's statement on meeting the conditions referred to in art. 81 of the Act – located in the FNP's IT system,
9. The Agreement shall be concluded on the date of signature by the last Party.

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**FNP**

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**Expert**