

FUNDING AGREEMENT
*First Team*PRIORITY 2 OF THE PROGRAMME EUROPEAN FUNDS FOR SMART ECONOMY 2021-2027
(FENG)

Grant agreement no.

Project title

hereinafter referred to as "the Agreement"

Designation of the Parties to the Agreement

..... hereinafter "the Institution"

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

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

Acting on the basis of *(list to be updated as at the date of the Agreement)*:

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

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- 9) European Commission Decision C (2019) 3452 of 14 May 2019 establishing guidelines for determining financial corrections to expenditure financed by the Union in case of non-compliance with applicable public procurement rules, hereinafter referred to as the "**European Commission Decision**".

The parties to the Agreement agree as follows:

§ 1. Definitions

Whenever the Agreement refers to:

- 1) **Beneficiary** - shall mean a research organisation that is an entity referred to in Article 2(9) of the General Regulation;
- 2) **CST2021** - it should be understood as the tele-information system referred to in Chapter 1, Article 2, point 29 of the Implementation Act;
- 3) **Doctoral student** - shall be understood as a person preparing a doctoral thesis in doctoral school or in the extramural mode or having the status of a third-cycle student;
- 4) **Principal Investigator** - means the main author and executor of the First Team project being an employee of the Beneficiary, involved in the project work at a minimum of 0.5 FTE;
- 5) **Payment Schedule** - means the schedule contained in the relevant tab for the Project in CST2021;
- 6) **Project Work Schedule** - means the Project work schedule included in the Grant Application in the Project Plan and Scope section;
- 7) **infrastructure** - means a tangible asset owned on a permanent basis that fulfils the following conditions:
 - is immovable, i.e. permanently fixed to the ground or to the property,
 - has an indefinite lifespan with normal use involving standard care and maintenance,
 - retains its original shape and appearance during use;
- 8) **Institution** - it should be understood as the Foundation for Polish Science (FNP), which is the Intermediary Body for FENG Measure 2.2;
- 9) **Managing Authority** - shall mean the authority referred to in Article 71 of the General Regulation; this is the minister in charge of regional development;
- 10) **Eligible expenditure catalogue** - shall mean the catalogue of eligible expenditures under Measure 2.2 of the FENG First Team as annexed to the Regulations for Project Selection. The catalogue defines eligible expenditures of the Measure, i.e. expenditures necessary for the implementation of the Project incurred in accordance with the Regulations for Project Selection, the Grant Agreement and the Guidelines on eligibility of expenditures for the period 2021-2027;
- 11) **National Intelligent Specialisations (NIS)** - should be understood as a document defining the thematic scope covered by the call, available on the web site of the Institution. The document in force on the day of the call's announcement, constituting an annex to the Regulations for Project Selection, is the binding version;
- 12) **Young doctor** - should be understood as a person who was selected to work in the project team in the competition referred to in the Agreement and who, in the year of announcement of the competition for this position, held a doctoral degree for no longer than 7 years (counting consecutive years from the year following the year in which the degree was obtained). To this period is added, for women, 1 year for each child born or adopted, and for men, 1 year for each child, if they have benefited from breaks in work for a continuous period of min. 6 months. In

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addition, a period of extension of 1 year is granted irrespective of gender in the event of an uninterrupted break in scientific work of at least 6 months for other reasons;

- 13) **irregularity** - shall mean an irregularity in the meaning of Article 2(17) of the Implementation Act;
- 14) **Project implementation period** - shall mean the period specified in the Agreement necessary to carry out the tasks of the Project, identical to the period of eligibility of costs for the Project, which may be extended according to rules stipulated in the Regulations for Project Selection or in the Agreement;
- 15) **research organisation** - it should be understood as an entity defined in Article 7, paragraph 1 of the Act of 20 July 2018 Law on Higher Education and Science and meeting the definition of an organisation conducting research and disseminating knowledge - as defined in the GBER (Article 2, paragraph 83). The primary objective of a research organisation, regardless of its legal status or method of funding, is to conduct fundamental research, industrial research or experimental development independently or to disseminate the results of such activities on a large scale through teaching, publication or knowledge transfer;
- 16) **Payer** - this should be understood as Bank Gospodarstwa Krajowego, which transfers payments on the basis of a payment order issued by the Institution;
- 17) **R&D works** - it should be understood as works carried out within the framework of a research and development project defined in accordance with Article 25 of the Regulation (GBER), in particular industrial research and experimental development works;
- 18) **PRIME** - is to be understood as a project implemented by the Institution, aimed at developing the competences of the team and finding the best path for knowledge and technology transfer;
- 19) **Project** - should be understood as an undertaking within the meaning of Article 2(22) of the Implementation Act, i.e. the Project entitled[name of the Project] specified in the application for co-financing no.[number of the application for co-financing];
- 20) **PoC project** - means a project funded by the Institution under FENG Proof of Concept measure 2.7;
- 21) **enterprise** - means an enterprise within the meaning of Article 1 of Annex I to Regulation No 651/2014;
- 22) **Regulations for Project Selection (RPS)** - means the document containing the rules for the submission of applications and their evaluation in the First Team measure, financed under the Operational Programme European Funds for Smart Economy (hereinafter FENG);
- 23) **force majeure** - shall be understood as an event or combination of events beyond the control of the Parties preventing the performance of their obligations under the Agreement, which the Parties could not have foreseen and which they could not have prevented and overcome by acting with due diligence;
- 24) **Scholarship holders** - should be understood as students of the first and second degree, or uniform master studies, or equivalent, and Doctoral Students who are participants of the doctoral school or third degree studies, or who are preparing their doctoral dissertation in the extramural mode, involved in the Project on the basis of a scholarship agreement fulfilling the terms and conditions of the Regulations of granting scholarships constituting assistance for scholarship holders of the Project in the First Team Programme (FENG 2021-2027) of the Foundation for Polish Science;
- 25) **public funds** - it should be understood to mean the funds referred to in Article 5(1)(2) ufp;
- 26) **Project sustainability** - shall mean the assurance that within five years from the date of the final payment to the Beneficiary the principles of Article 65 of the General Regulation will be respected, i.e. there will be no change in the ownership of an item of infrastructure which gives to a company

or a public body an undue advantage or a substantial change affecting the nature of the operation, its objectives or the conditions for its implementation which would result in a breach of the original objectives of the operation (as indicated in the Contract). The date of the final payment referred to in Article 65(1) of the General Regulation shall be (a) the date on which the payment account of the body transferring the funds to the Beneficiary is debited, in cases other than those referred to in point (a);

- 27) **Contract** - shall mean this Project **Agreement** concluded between the Beneficiary and the Institution;
- 28) **climate-proofing** - means a process aimed at preventing the vulnerability of infrastructure to the potential long-term effects of climate change, while ensuring that the principle of "energy efficiency first" is respected and that the level of greenhouse gas emissions resulting from the Project is compatible with the goal of achieving climate neutrality in 2050;
- 29) **Grant Application** - shall mean the grant application no. submitted by the Beneficiary in order to obtain a grant for the implementation of the Project, a copy of which constitutes Annex No. 1 to the Agreement;
- 30) **Payment Application** - shall mean the application included in the appropriate section for the Project in CST2021, drawn up by the Beneficiary according to the model defined by the Managing Authority, which serves, inter alia, to settle or report the Project;
- 31) **eligible expenditure** - means expenditure eligible for aid in accordance with the Eligibility Guidelines;
- 32) **Eligibility Guidelines** - this should be understood as the "Guidelines for the eligibility of expenditure for the period 2021-2027" issued by the Minister of Funds and Regional Policy, which are published on the website of the Managing Authority (funduszeuropejskie.gov.pl) and the Institution;
- 33) **Completion of the Project** - shall mean the financial settlement of the final payment application, understood as the day¹ of the last transfer to the Beneficiary's bank account - in the case when, within the settlement of the final payment application, funds are transferred to the Beneficiary or as the day of the approval of the final payment application - in other cases;
- 34) **advance payment** - shall mean a grant provided to the Beneficiary in advance, either as a single payment or in tranches on the basis of a Contract, for the purpose of implementing the Project;
- 35) **investment permit** - it should be understood as a set of decisions of competent authorities, based on which the Beneficiary is granted the right to execute the project. Such a set means the decision on environmental conditions in combination with other required decisions and notifications referred to in Art. 72 par. 1 and 1a of the EIA Act (if required for the given project (e.g. construction permit). All decisions and permits making up the investment permit must be final;
- 36) **payment order** - it should be understood as a document issued in accordance with the model specified in the Regulation of the Minister of Finance of 21 December 2012 on payments under programmes financed with the participation of European funds and the transmission of information concerning those payments.

§ 2.

Subject of the Agreement

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

1. By virtue of this Agreement, the Authority shall provide the Beneficiary with a grant for the implementation of the Project (*Project Title*) from the funds of the 2nd Priority of the Programme European Funds for Smart Economy 2021-2027 (FENG) - hereinafter referred to as the Agreement.
2. The Beneficiary shall implement the Project with due diligence and under the terms of the Contract.
3. The total cost of the Project is PLN (in words:).
4. The total amount of eligible expenditure is (in words: PLN).
5. The total amount of funding is PLN (in words:..... PLN).
6. The unit rate for training costs (training and examination) has been established in accordance with the rules described in the Catalogue of Eligible Expenditure in FENG Measure 2.2 attached as Annex 3 to the Regulations for Project Selection.
7. The Project shall apply a flat rate for **indirect costs amounting to 15% of the** direct eligible costs of the Project staff employed on the basis of **an employment contract or a contract of mandate** referred to in § 4.1.

§ 3.

General Project Conditions

1. The Beneficiary is implementing the Project whose principal investigator is
2. The Beneficiary undertakes to implement the Project with due diligence, in accordance with:
 - 1) Grant Application - in case of doubt on the applicable version of the Grant Application, the final version accepted for funding is held by the Institution and available to the Beneficiary and the Principal Investigator in the Institution's electronic system;
 - 2) Agreement and its annexes;
 - 3) applicable national and European Union law, in particular EU policies, including state aid, public procurement, labour law and the horizontal rules of Article 9 of the General Regulation², the Charter of Fundamental Rights of the European Union (Articles 1, 3-8, 10, 15, 20-23, 25-28, 30-33) and the Convention on the Rights of Persons with Disabilities (Articles 2-7, 9);
 - 4) the applicable guidelines of the minister in charge of regional development issued pursuant to Article 5(1) of the Implementation Act.
3. The Beneficiary undertakes to achieve the objectives and indicators of the Project as defined in the Grant Application.
4. The Beneficiary may not, without the consent of the Institution, transfer to another entity the rights, obligations or receivables arising from the Contract.
5. The Institution does not claim any rights to the results of the research resulting from the work carried out under the Project by virtue of the grant.
6. The Institution shall not be liable for any damage arising in connection with the implementation of the Contract. The Beneficiary shall be solely liable towards third parties for any damage arising in connection with the implementation of the Project. Whenever a third party, in connection with the implementation of the Project, makes a claim against the Institution, the Beneficiary undertakes to indemnify the Institution.

² In the case of work regulations, it is necessary to take into account the grounds indicated in Article 9(3) of the General Regulation such as, inter alia, gender, race or ethnic origin, religion or belief, disability, age or sexual orientation.

7. The Beneficiary undertakes to obtain the relevant approvals and permits for the implementation of the project referred to in Art. 3 (1) (13) of the EIA Act, in case it concerns the Project.
8. The Beneficiary undertakes to **provide an update of the completed "Analysis of the compliance of the Project with the environmental policy" form** together with a copy of the investment permit **at the latest before the first payment of the grant.**³ If an investment permit is not required, the Beneficiary shall only submit the completed "Analysis of the compliance of the Project with the environmental policy" form.
9. The Beneficiary undertakes to obtain all ethics committee approvals and other legally required authorisations necessary for the conduct of the research concerned before commencing the execution of such research, and undertakes to ensure that no research whose conduct requires consent or authorisation in accordance with the applicable regulations is carried out before obtaining all necessary approvals and authorisations. At the request of the Institution, the Beneficiary shall provide the Institution with copies of the aforementioned consents or permits.
10. The Beneficiary undertakes to provide the Institution, prior to the first payment of the grant, but no later than within 14 days of the date of commencement of the project indicated in the Agreement, with documents confirming the employment of the Principal Investigator in accordance with the project application and this Agreement.
11. **The Beneficiary undertakes to provide the Institution, prior to the first grant payment,** but no later than within 14 days of signing the Agreement, with confirmation of the **establishment of a security in** accordance with § 15⁴.
12. The Beneficiary shall be entitled to request an extension of the time limit for submitting the document referred to in paragraph 11 and to state reasons. The Institution shall extend the time limit for providing the said document if it considers the Beneficiary's request to be justified.
13. The beneficiary undertakes to purchase infrastructure in accordance with green public procurement criteria⁵, including taking into account energy consumption parameters (where possible) at the stage of purchase or award procedure⁶.
14. The Beneficiary undertakes to handle waste in accordance with the waste hierarchy, with particular emphasis on waste prevention during and after Project implementation in accordance with the Waste Act of 14 December 2012.
15. Subject to paragraph 14 and § 9.12, once the Beneficiary has finished using the fixed assets purchased under the Project, he/she undertakes to handle them in such a way as to prevent waste. If a fixed asset becomes waste, the Beneficiary undertakes to handle this waste in accordance with the legal norms concerning waste management and taking into account the producer's recommendations⁷.
16. The Beneficiary undertakes to manage the hazardous substances/waste generated during or after the implementation of the Project in accordance with the Waste Act of 14 December 2012 and subject to paragraph 14⁸.
17. The Beneficiary undertakes to implement the Project in accordance with the requirements set out in the Directive on the assessment of the effects of certain public and private projects on the

³ If the "Compliance Analysis..." form was submitted before the grant agreement was signed, and the Beneficiary did not have at that stage the investment permit that is required for the project, but obtained it after the grant agreement was signed, then he/she submits an update of the form.

⁴ If applicable.

⁵ <https://www.uzp.gov.pl/baza-wiedzy/zrownowazone-zamowienia-publiczne/zielone-zamowienia>

⁶ If applicable.

⁷ If applicable.

⁸ If applicable.

environment⁹, the Directive on the conservation of wild birds¹⁰, the Directive on the conservation of natural habitats and of wild fauna and flora¹¹ and the Directive establishing a framework for Community action in the field of water policy¹² (if applicable to the Project).

18. The beneficiary undertakes to be climate-proof in the case of investments in infrastructure with an expected lifespan of at least five years, in accordance with Article 73(2)(j) of the General Regulation¹³.
19. The Beneficiary undertakes to exercise due diligence and to protect the equipment and IT systems of¹⁴ from cyber attacks¹⁵.
20. To the extent necessary for the achievement of the purposes set out in the Agreement, each Party shall be responsible, in accordance with the circumstances applicable to it, independently and autonomously, for the compliance of the processing of personal data with the Agreement and with the generally applicable regulations in force. If, in the course of implementing the Project, it becomes apparent that its implementation will require the entrustment of personal data processing or the provision of data, the Beneficiary undertakes to conclude any legally required agreements.
21. During the term of the Agreement, the Beneficiary undertakes to provide the Institution and entities authorised by the Institution with all information or make available all documents¹⁶ concerning the implementation of the Agreement and the disbursement of the grant within the time limit and in the manner indicated by the Institution.

§ 4.

Detailed conditions for Project implementation

1. The persons implementing the Project are: The **Principal Investigator of the Project** (employed by the Beneficiary) and members of his/her research team, the person(s) acting as a technology/innovation broker involved in the Project in the form of **an employment contract** or a civil law contract (i.e. a **contract of mandate**) or on the basis of a scholarship contract based on the conditions of the *Regulations on awarding scholarships constituting assistance to the Project's scholarship holders in the First Team programme (FENG 2021-2027) of the Foundation for Polish Science*, being the Attachment No. 3 to the Agreement. The Beneficiary shall also provide dedicated and adequate staff for the **Project administration financed** within the flat rate for indirect costs.
2. Engagement in the form of a civil law contract, i.e. a contract of mandate, requires compliance with the provisions of the Eligibility Guidelines¹⁷.
3. The principal investigator of the Project during the implementation of the Project cannot be at the same time the leader/team leader of the project within the International Research Agenda or TEAM NET activity of the Foundation for Polish Science.

⁹ Directive 2011/92/EU of the European Parliament and of the Council of 13 December 2011 on the assessment of the effects of certain public and private projects on the environment (codified version) (OJ L 026, 28.1.2012, p. 1 as amended).

¹⁰ Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds (codified version) (OJ L 020, 26.1.2010, p. 7, as amended).

¹¹ Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora (OJ L 206, 22.7.1992, p. 7 as amended).

¹² Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy (codified version) (OJ L 327, 22.12.2000, p. 1 as amended).

¹³ If applicable.

¹⁴ This includes computer equipment and a computer system, but also other apparatus, machinery and equipment that the Beneficiary will use during the implementation of the Project.

¹⁵ If applicable.

¹⁶ Does not apply to expenditure accounted for on a flat-rate basis.

¹⁷ A person employed to work for the Project on the basis of a contract of mandate, who will not be listed by name in the Annex entitled Justification of Project First Team expenditure to the Application for funding, must be selected in accordance with the principle and competitiveness referred to in the Eligibility Guidelines.

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4. Within 6 months from the commencement of the Project, the team conducting R&D works in the Project will consist of a minimum of 3 persons together with the principal investigator.
5. In order to involve students, Doctoral Students and Young Doctors funded by the Project, the Beneficiary must run competitions.
6. The student competition is conducted by the Beneficiary in consultation with the principal investigator according to the unit's rules.
7. The following rules apply during the competitions for Doctoral and Young Doctor positions:
 - 1) Information about the competition shall be announced publicly, at least on the Beneficiary's website and on the EURAXESS website, also in English,
 - 2) The notice of competition includes, in particular, the job description, the requirements for candidates and the financial conditions,
 - 3) The Beneficiary will inform the Institution at least 14 days in advance of the expected dates of the interviews with the candidates, in order to ensure that representatives of the Institution can participate in the recruitment as observers.
8. The committee evaluating the applications (students, Doctoral Students and Young Doctors) consists of at least two representatives of the Beneficiary including the Principal Investigator,
9. The beneficiary documents the selection process in the form of protocols, which include at least: information on the call for proposals, selection criteria, dates of selection, lists of candidates and the marks obtained by the candidates during the recruitment process, together with the justifications.
10. The eligibility of the salary or stipend of the recruited person is conditional on the correct execution of the recruitment process, as evidenced by the protocol, which must be approved by the Institution, which may appoint external experts to evaluate it.
11. **During the implementation of the Project and in the period of its sustainability, the Beneficiary** undertakes to:
 - 1) not to use the equipment purchased from the project funds to conduct economic activity and not to directly implement the results of industrial research and development works or development works obtained as a result of Project implementation, unless the economic activity of the Beneficiary is of an auxiliary character within the meaning of point 21 of the State aid rules for research, development and innovation
 - 2) **grant access to the results of the industrial research and development work carried out on a market basis within the** meaning of the Framework, with any profits from these activities being reinvested in the core activity of the Beneficiary, or in the event that commercial exploitation is not justified, free of charge while maintaining equal access to the aforementioned research results, taking into account the provisions on copyright and industrial property rights.
12. In the case of ancillary business activities carried out by the Beneficiary under point 21 of the Framework, the Beneficiary is obliged to carry out an annual monitoring of the use of resources within a time limit and on a model agreed with the Institution after the end of the calendar year concerned and to send it information in this respect.
13. Cooperation between the research organisation and the company, must be carried out in such a way that one of the following conditions is met:
 - 1) the companies bear all their own costs for the implementation of the Collaborative Project; or
 - 2) the results of the collaboration, which do not give rise to intellectual property rights, can be disseminated and the intellectual property rights arising from the activities of the research organisations carrying out the research fully belong to them; or

- 3) any intellectual property rights arising from the Project and associated access rights are allocated to the collaborating entities in a manner that duly reflects their respective work packages, contributions and mutual interests; or
 - 4) the research performing organisations shall receive compensation corresponding to the market value of the intellectual property rights which arise from their activities and which are allocated to the participating enterprises or to which they are granted access rights. From this compensation may be deducted the absolute value of any contribution - financial and non-financial - of the participating enterprises to the costs of the activities of the research organisations which gave rise to the intellectual property rights in question; the compensation received shall correspond to the market value if it enables the research organisations to enjoy the full economic benefit of the rights in question where one of the following conditions is fulfilled:
 - a) the amount of compensation was determined through an open, transparent and non-discriminatory competitive sales procedure; or
 - b) an independent expert evaluation confirms that the amount of compensation is at least equal to the market value; or
 - c) the research organisation - as seller - can demonstrate that it has negotiated compensation at arm's length so as to obtain the maximum economic advantage at the time the contract is concluded, taking into account its statutory objectives; or
 - d) where, under the cooperation agreement, the cooperating enterprise has a right of first refusal on the intellectual property rights generated by the cooperating research organisation which has the right to solicit economically more advantageous offers from third parties, the cooperating enterprise must adjust its offer accordingly.
14. If none of the conditions in paragraph 13 are met, the total value of the research organisation's contribution to the project will be considered as an advantage for the collaborating companies to which State aid rules apply and will be considered as ineligible expenditure in the project.

§ 5.

General conditions for funding

1. The Institution transfers the grant to the Beneficiary on the basis of payment applications submitted within the time limits specified in the Payment Schedule to the Beneficiary's bank account numbered (for advance payments) or to the Beneficiary's bank account numbered (for reimbursement payments), subject to sections 8, 12 and 15, § 3 sections 7 - 11 § 6 and § 13.
2. Due to the possibility of combining the implementation of the Project with other projects implemented at the same time, in the case of overlapping the whole or part of the Project with these projects, the Beneficiary must obtain the approval of the Institution each time and comply with the rules on avoidance of double financing and hourly limits for the professional engagement of Project staff referred to in the eligibility guidelines.
3. Expenditure in excess of the total amount specified in § 2 (4) shall be borne by the Beneficiary himself and shall be ineligible expenditure.
4. The Beneficiary undertakes to provide funding for ineligible expenditure of the Project.
5. The payment of the grant is conditional upon the Beneficiary submitting a correctly completed and complete payment application and its approval by the Authority.

6. The Beneficiary disposes of the funds only for the purpose of implementing the Project. Disbursement by the Beneficiary of funds provided by the Institution for the implementation of the Project, including as a lump sum, requires agreement with the Principal Investigator.
7. Failure to incur expenditure does not relieve the Beneficiary from the obligation to submit payment claims with a completed reporting section describing the progress of the Project, including reporting on indicators and describing the fulfilment of horizontal rules.
8. The beneficiary submits payment claims via CST2021 at least once every 3 months¹⁸.
9. The Beneficiary undertakes to keep documentation related to the implementation of the Project and the Contract, in particular:
 - 1) documents evidencing expenditure, i.e.:
 - a) in case of salaries and non-salary labour costs - copies of payrolls, labour contracts, annexes to labour contracts, delegations to Project works, scopes of duties of employees performing tasks in the Project, time sheets, bonus and remuneration regulations (in case of accounting in the Project for, among others, costs of bonuses, allowances, etc.), confirmation of payment of remuneration and advance payments to the Tax Office and the Social Insurance Institution (ZUS) together with a statement of the Beneficiary that the amount of payments to the Tax Office and ZUS includes the amount of the project remuneration; .;
 - b) in the case of civil-law contracts, i.e. mandate contracts: copies of the concluded contracts, bills settling the contract, work acceptance protocols indicating that the tasks were properly performed, confirmation of payment of remuneration for the concluded contracts and payment of advance payments to the Tax Office and contributions to the Social Insurance Institution (ZUS), together with a declaration by the Beneficiary that the amount of payments to the Tax Office and ZUS includes contributions related to the project salary (if applicable), declaration that the contracts were not concluded with the Beneficiary's employee;
 - c) in the case of persons selected for the Project on the basis of competition procedures referred to in § 4 paragraphs 5-8 - protocols referred to in § 4 paragraphs 9-10;
 - d) in the case of participation in foreign training courses and summer schools: a contract with the training organiser, an invoice, a protocol of receipt of the training service, a confirmation of payment for the invoice, a certificate or another equivalent document confirming their completion and containing the information necessary to qualify the expenditure;
 - e) documents relating to the conduct of procurement procedures for civil law contracts (if the person to whom the contract relates is not indicated in the Grant Application),
 - f) bank statements of the bank account for the pre-financing for the period to which the application for payment relates - in the event of clearance of the pre-financing,
 - 2) documents confirming the achievement of Project implementation indicators specified in the application for co-financing.
 - (a) For **training** billed on a unit rate basis:
 - i. **a certificate or other equivalent document confirming the completion of the training**, signed by the training provider, stating the subject of the training, the entity conducting the

¹⁸ If the Beneficiary of a project financed from European funds is a unit of the finance sector public, eligible expenditure shall be accounted for in the manner and within the time limits laid down in Article 190 ufp.

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- training, the date and number of training hours, the form of training (distance, on-site or mixed, where in the case of mixed form it is necessary to indicate the number of training hours conducted both on-site and distance) and whether the training was conducted in an open or closed format - in the case of training;
- ii. **a declaration by the Beneficiary that the training service (training) is:**
- purchased from service providers with no personal or capital links with the Beneficiary;
 - carried out by external service providers (persons not employed by the Beneficiary on the basis of any form of employment who offer development services);
 - paid (not financed by public or private funds and provided free of charge to the Beneficiary);
 - not covered by dual funding.

The indicator accounting for the unit rate for training is called "Training service provided - training" and is calculated by multiplying the number of hours of training by the rate appropriate to the type of training specified in the *Catalogue of eligible expenditure under Measure 2.2* constituting Annex 3 to the Regulations for Project Selection.

(b) For **examinations** billed on a unit rate basis:

- i. **a certificate**, diploma or other equivalent document proving that the examination has been passed;
- ii. **a declaration by the Beneficiary that the training service (examination) is:**
- purchased from service providers with no personal or capital links with the Beneficiary;
 - carried out by external service providers (persons not employed by the Beneficiary on the basis of any form of employment who offer development services);
 - paid (not financed by public or private funds and provided free of charge to the Beneficiary);
 - not covered by dual funding.

The indicator accounting for the unit rate per exam is called "Training service provided - exam" and is calculated by multiplying the number of exams by the rate appropriate to the type of training specified in the *Catalogue of eligible expenditure under Measure 2.2*, which constitutes Annex 3 to the Regulations for Project Selection.

- c) In the case of settlement of expenditures in the form of unit rates, the condition for the payment of a grant or approval of a payment application settling an advance payment is the achievement of product indicators appropriate for the settlement of a unit rate. The settlement of expenditures consists in indicating in the payment application the completion of tasks and the achievement of product indicators appropriate for the settlement of the unit rate, or in returning unused funds in the event of failure to achieve the indicators and complete the tasks.
10. The institution shall verify and approve the payment claim within 30 days of its receipt, this time limit applying to the first correctly filled in and complete version of the payment claim.
11. If the payment application has deficiencies or errors, the Beneficiary shall, upon request by the Authority, submit the missing or corrected documents within 7 days of the receipt of the request. The Institution may approve the payment application with the exception of expenditure the eligibility of which has not been properly documented.
12. The verification of the payment claim shall be halted in the event that the Beneficiary submits an amendment application which affects the data contained in the payment claim submitted. The time limit for the verification of the payment claim shall run from the date of the completion of the amendment request referred to in the first sentence.
13. The authority may correct obvious clerical or accounting errors in the payment claim, informing the Beneficiary of this in the information on the outcome of the verification.

14. The Institution shall immediately inform the Beneficiary of the approval of the payment application and issue a payment order in accordance with the BGK schedule within 15 days of the approval of the application.
15. The final payment shall be made on the condition that the material and financial scope of the Project has been completed or that the Project has been declared completed by the Authority, that a final payment application has been submitted and approved by the Authority, subject to the provisions of § 13.9-10 of the Agreement.
16. The Beneficiary shall not be entitled to compensation in the event of a delay in issuing a payment order or failure to make a payment as a result:
 - 1) lack of resources in the Institution's financial plan;
 - 2) a delay in the payment of a grant resulting from factors beyond the Institution's control;
 - 3) a delay caused by the Payer in transferring funds to the Beneficiary's bank account in respect of payment orders issued;
 - 4) lack of funds in the account held by the Payer from which the payments are made;
 - 5) the withholding or refusal by authorised institutions, including but not limited to the European Commission, to grant support from public funds;
 - 6) to withhold funding in the cases indicated in the Agreement.
17. The amount of eligible expenditure and the amount of co-financing referred to in § 2 (4) and (5) shall be reduced by the amount to be recovered for irregularities.
18. In the case of expenditure paid in foreign currency, in order to settle the eligible expenditure, its value on the day of its incurrence (actual cash disbursement) should be converted into PLN in accordance with the applicable legal provisions and the accounting policy adopted by the Beneficiary.
19. The Beneficiary shall keep separate accounting records of the Project expenditures in a transparent and reliable manner, so that individual accounting operations related to the Project can be identified. The accounting documents must be marked at least with the number of the Agreement under which the expenditure is implemented¹⁹.
20. The flat rate for indirect costs has been established in accordance with the rules described in the document *Catalogue of Eligible Expenditure under Measure 2.2 attached as Annex 3 to the Regulations for Project Selection*.

For expenditures settled in the form of a lump sum amounting to 15% of the direct eligible salary costs of the Project staff, to cover indirect costs of the Project, the payment of the grant or the approval of the payment application clearing the advance is subject to:

 - 1) the indication of eligible project staff costs in direct costs and their approval by the Authority;
 - 2) to verify the correctness of the calculation of the expenditure limit covered by the flat rate;
 - 3) a positive verification of the reporting part of the payment claim.

Flat-rate expenditure for indirect costs are treated as incurred expenditure, i.e. the Beneficiary is not obliged to collect or describe documents in order to submit them to the Authority to confirm that the expenditure has been incurred.

However, the documentation on which the rate is based, i.e. the correctness of the costs related to direct personnel costs and the correctness of the calculation of indirect costs, i.e. 15%, may be subject to checks.
21. As regards the application of unit rates for **training services** (training courses and examinations), in case of **serious doubts concerning the** actual delivery of the service or substantiated suspicions

¹⁹ Not applicable to expenditure accounted for by simplified methods.

of fraud, **accounting documents and bank statements** confirming the expenditure incurred for the service **may be subject to verification**, although these documents will not serve to prove the value of the expenditure incurred, but will constitute **proof that the service was** actually provided.

§ 6. Advance payment

1. An advance payment, in an amount not exceeding the amount set out in the Schedule of Payments and subject to the condition referred to in paragraph 4, shall be made, on the basis of a payment application submitted by the Beneficiary and approved by the Institution, to the Beneficiary's separate bank account for advance payments referred to in § 5 (1).
2. Payments made from the separate bank account for pre-financing may only be made for eligible expenditures of the Project. Payments made from the separate bank account for advance payments for expenditures not related to the implementation of the Project, as well as for ineligible expenditures, shall be treated as funds referred to in Article 207(1)(1) of the Public Procurement Fund.
3. The total amount of co-financing provided in the form of advance payments shall not exceed a maximum of 95% of the total amount of Project co-financing referred to in § 2.5 and should be settled in full, at the latest by the end of the eligibility period for Project expenditure referred to in § 7.1. The remaining 5% of the co-financing amount shall be paid in the form of reimbursement of expenditure incurred by the Beneficiary after the acceptance of the final payment application by the Institution.
4. The highest advance tranche under the Project may not exceed at any given time 40% of the total amount of the grant referred to in § 2.5 of the Agreement.
5. In justified cases, the Institution is entitled to change the amount of the advance tranche.
6. The remaining amount of the grant may be transferred to the Beneficiary after the acceptance by the Institution of intermediate payment applications or final payment applications submitted by the Beneficiary within the time limits set out in the Payment Schedule.
7. The condition for receiving the next tranche of the advance payment is that the Beneficiary has settled at least 70% of all the advance payments made so far.
8. The settlement of the advance tranche should take place within 6 months of the date of receipt of the tranche and consists of showing in the payment application:
 - 1) the eligible expenditure actually incurred clearing an advance tranche, or
 - 2) the expenditure actually incurred in the expenditure category(ies) in respect of which a flat rate has been charged, or
 - 3) performance of tasks and achievement of output indicators in the case of unit rates or
 - 4) on the return of unused funds.
9. In the event of failure to submit an application for payment for the amount of eligible expenditure or failure to return the unused part of the advance payment within 14 days from the date of expiry of the time limit referred to in paragraph 8, the funds remaining to be settled, transferred under the advance payment, shall bear interest at the rate specified for tax arrears, calculated from the date of transfer of funds to the date of submission of the payment application or to the date of return of the unused part of the advance payment.
10. For the recovery of interest referred to in paragraph 9, the provisions of Article 189 ufp shall apply. If the Beneficiary repays the advance payment after the deadline without interest in the appropriate amount, the Institution shall divide the repayment into the principal amount and interest in accordance with Article 55 § 2 of the Act of 29 August 1997. - Tax Ordinance.

11. The bank interest accrued during the calendar year on the grant provided as an advance payment shall be repaid by the Beneficiary by 15 January of the following year by a separate transfer to the bank account

§ 7.

Eligibility of expenditure

1. The period of eligibility of expenditures for the Project starts on and ends on (whereas the period of eligibility of expenditures for the Project cannot be longer than until 31 December 2029). The final payment application should be submitted within 30 days from the end of the Project implementation period.
2. For the assessment of the eligibility of expenditure incurred, the Eligibility Guidelines in the version in force on the date on which the expenditure was incurred shall apply, subject to paragraphs 3 and 4.
3. For the assessment of the correctness of the contracts concluded within the framework of the Project implementation as a result of the conducted procurement procedures, the Eligibility Guidelines in the version in force on the day of the initiation of the procedure, which resulted in the conclusion of a given contract, shall apply.
4. In the event of a change to the Eligibility Guidelines regarding outstanding expenditure incurred before the date of application of the new version of the Eligibility Guidelines, the Beneficiary may apply the new Eligibility Guidelines if they introduce solutions which are more favourable to the Beneficiary.
5. Expenditure incurred by the Beneficiary before the start of the period of eligibility of expenditure referred to in paragraph 1 shall be considered as ineligible.
6. Expenditure incurred on value added tax (VAT) is eligible²⁰.
7. The beneficiary shall prepare and conduct the procurement procedure in a manner ensuring fair competition and equal treatment of contractors in accordance with the Eligibility Guidelines²¹ or in accordance with the Act of 11 September 2019. Public Procurement Law in the case of entities which are contracting authorities within the meaning of this Act.
8. In the case of non-compliance by the Beneficiary with the procurement rules and procedures referred to in paragraph 7, all or part of the expenditure related to this procurement shall be considered ineligible by the Authority, in accordance with the Annex to the European Commission Decision establishing guidelines for determining financial corrections to expenditure financed by the Union in the event of non-compliance with the applicable procurement rules.
9. If a contract is concluded with contractors in a foreign language, the Beneficiary shall be obliged to provide a sworn translation into Polish at the request of the Institution.

§ 8.

Remuneration of Project staff

1. The amount of the total monthly remuneration of the Project staff is included in the Application for co-financing and is determined on the basis of the Beneficiary's salary regulations, adequately to ensure the achievement of the Project objective. The remunerations and stipends proposed by the

²⁰ In the event that VAT is considered eligible under the project, control of double-financing of expenditures in respect of VAT costs recoverable by the Beneficiary will be carried out by the relevant tax services.

²¹ If applicable.

Beneficiary are subject to approval by the Institution on the basis of expert opinions drawn up at the stage of assessing the Application for co-financing, subject to the provisions of §5 (9)-(12)²² .

2. The Project Principal Investigator and other persons involved in the direct implementation of the Project may not draw a salary at the same time in another project funded by the Institution with the exception of the PoC and PRIME project in certain FTEs, with the approval of the Institution. Where allowances are paid, a person shall receive a single allowance for work in several projects, accounted for in proportion to their involvement in the project.
3. The total professional involvement of each Project staff member in the implementation of all projects financed from EU funds and activities financed from other sources, including the Beneficiary's own funds and other entities (regardless of the form of involvement), cannot exceed 276 hours per month.

§ 9.

Project monitoring and evaluation

1. The Institution shall monitor the implementation of the Project, in particular the achievement of Project indicators within the deadlines and values specified in the Agreement and compliance with the horizontal rules and EU policies referred to in § 3 par. 2 point 3.
2. The Beneficiary shall inform the Institution of the achievement of the indicators included in the CST2021 within the framework of the payment claims.
3. The Beneficiary shall inform the Institution without delay of any risks or irregularities in the implementation of the Project, especially in case of necessity to introduce changes in the content of the Project.
4. Monitoring consists in particular in verifying the progress of the Project at least once every 3 months, based on the information received from the Beneficiary in his payment applications, including the information referred to in paragraphs 2 and 3 and in other documents.
5. The Beneficiary shall be obliged to report on indicators and on compliance with horizontal rules and EU policies, as referred to in § 3.2.3, during Project implementation and Project sustainability.
6. Within 25 days after the end of 18 months of Project implementation, the Beneficiary submits a mid-term report using the template provided by the Institution. The mid-term evaluation of the Project is carried out by the Institution with the participation of external experts, which concerns the evaluation:
 - 1) Project progress and achievement of milestones,
 - 2) recruitment and competence of the project team,
 - 3) cooperation with the Project's foreign research partner,
 - 4) cooperation with a national economic partner on a contractual basis.
7. Within 30 days of the completion of the Project, the Beneficiary shall submit a final report prepared by the Principal Investigator, subject to § 16 (8), on a template provided by the Institution.
8. If the Institution finds that the Project's objective has been achieved, but the Beneficiary has not achieved the values of the product indicators specified in the Contract, the Institution may reduce the co-financing in proportion to the degree of non-achievement of these indicators.
9. If the Institution finds that the Project's objective has been achieved, but the Beneficiary has failed to achieve the values of result indicators specified in the Contract, the Institution may demand

²² A supporting document on the remuneration of R&D staff entitled: 'Analysis of the level of research staff remuneration costs in an international environment' has been posted on the Institution's website.

- reimbursement of the grant in proportion to the degree of failure to achieve those indicators. The reduction shall be made taking into account the reduction made pursuant to paragraph 8.
10. For the purpose of Project implementation monitoring and evaluation, the Beneficiary shall, during the period referred to in § 12 (9), cooperate with the Institution or an entity authorised by the Institution, including in particular:
 - 1) upon request of the Institution, informs about the Project, including the achieved values of indicators and compliance with horizontal rules and EU policies, as referred to in § 3, paragraph 2, point 3;
 - 2) reports on economic and other benefits generated by the Project, when requested by the Institution;
 11. 3) participate in surveys, interviews and provide information necessary for the evaluation, including evaluations commissioned by the Managing Authority, Intermediate Body or other authorised institution or organisational unit or entity carrying out the evaluation. The Beneficiary undertakes to preserve the sustainability of the Project as referred to in Article 65 of the General Regulation for a period of 5 years from the date of approval of the final application or payment of the final payment to the Beneficiary, whichever is later.
 12. The Beneficiary may, with the approval of the Institution, dispose of or liquidate a fixed asset purchased using the grant, which has become obsolete due to technological progress. In such a case, the Beneficiary is obliged to purchase from his own resources another fixed asset with technical and functional parameters not worse than those of the sold fixed asset, within the following time limit of 3 months from the date of sale or liquidation of the fixed asset purchased with the use of the grant, thanks to which it will be possible to implement the Project and to maintain the objective of the implemented Project. In the event that the value of the newly purchased fixed asset is lower than the sold fixed asset, the Beneficiary shall be obliged to return the grant paid, respectively, to the value of the eligible costs included in the newly purchased fixed asset, within 7 days from its purchase. The provisions of §14 (1) and (2) shall apply accordingly. The provision applies accordingly to the loss of a fixed asset.
 13. The Beneficiary shall be obliged to submit annually, at dates indicated by the Institution, a statement on the effects of the Project confirming the fulfilment of the obligation referred to in paragraph 1.

§ 10.

Scientific integrity

1. The Beneficiary undertakes to ensure that the "Code of Ethics for Beneficiaries and Candidates in FNP Programmes" is respected in its activities and those of the Project staff.
2. The beneficiary is obliged to adequately collect, store all source data, research results and experiments and ensure their reliability and obliges each member of the project team to fulfil the above responsibilities.
3. The Beneficiary is obliged to implement the Project in accordance with good knowledge and technology transfer practices.
4. The Beneficiary shall be obliged to submit the data and results referred to in paragraph 2 immediately upon request by the Authority for review.

§ 11.

Communication and visibility

Please note that this is a translation of the Polish version of the document. In the event of any discrepancy between the English and Polish versions, the Polish version shall be legally binding.

(Information and publicity obligations concerning EU support)

1. The Beneficiary is obliged to fulfil the information and publicity obligations, including informing the public of the European Union's co-financing of the Project, in accordance with the General Regulation (in particular Annex IX Communication and Visibility) and in accordance with the Extract from the Handbook of the Applicant and Beneficiary of the European Funds for 2021-2027 in the field of information and publicity, constituting Annex No. 4 to the Agreement.
2. The beneficiary is obliged to:
 - 1) visibly display the European Funds logo, the Republic of Poland colour mark (if applicable; full colour version) and the European Union logo on:
 - a) all documents and materials (including but not limited to printed or digital products) made public and related to the information and publicity activities carried out for the Project,
 - b) all documents and materials for persons and entities participating in the Project, excluding internal documentation concerning Project contractors, products, equipment, vehicles, apparatus, etc. created or purchased from the Project, by means of permanent labelling in the form of stickers;
 - 2) Placing a permanent explanatory plaque at the project site, highlighting the fact that the EU co-financing has been received, immediately after the commencement of physical implementation of the project involving in-kind investments or the installation of purchased equipment, for projects exceeding EUR 500,000.

Where the location of the Project does not ensure that information on the implementation of the Project is easily accessible to the general public, the location of the board should be agreed with the Institution. The board must be placed immediately after the commencement of physical implementation of the Project or the installation of the purchased equipment until the end of the Project's lifespan;
 - 3) for projects other than those referred to in point. 2 - placing in a visible place of the Project at least one permanent poster of at least A3 size or a similar size electronic display highlighting the fact of receiving EU co-financing, within 6 months from the day of signing the co-financing agreement.
 - 4) posting a brief description of the Project on the Beneficiary's website and on its social media pages²³. The Project description must include:
 - a) the title of the Project or its abbreviated name,
 - b) highlighting the fact of receiving financial support from the European Union by placing the European Funds logo, the colour of the Republic of Poland and the European Union logo,
 - c) tasks, activities to be carried out as part of the Project (description of what will be done, if any, purchased),
 - d) target groups (who the Project is aimed at, who will benefit from it),
 - e) the purpose or purposes of the Project,
 - f) effects, results of the Project (if the description of tasks, activities does not include the description of effects, results),
 - g) value of the Project (total cost),
 - h) the amount of the European Funds' contribution,

²³ If the Beneficiary does not have a profile on social media, it is obliged to set up at least one such profile.

- 5) include in all scientific publications or other materials (e.g., conference presentations) a written reference to the name of the Project or its acronym and provide information on the source of funding, including the role of the Institution, and, where possible, include graphic signage.
- 6) document information and publicity activities carried out as part of the Project.
- 7) Placing on information and promotion materials concerning the Project (such as website/sub-site of the Project, presentation, banner, roll-up, leaflet, brochure, film, etc.) the information about the source of financing, including the role of the Institution, through placing the graphic sign containing the European Funds sign, the colour sign of the Republic of Poland and the European Union sign, as well as the sign of the Institution. This information should also be placed on the materials provided to the media. In all verbal information provided to the media (e.g. during interviews, press conferences, public statements), Beneficiary should also inform about the source of financing of the implemented Project, including the role of the Institution. The Beneficiary informs the Institution about:²⁴
 - a) planned information and promotional events related to the Project;
 - b) other planned events and relevant circumstances and effects related to the implementation of the Project, which may be of public interest and serve the branding of the European Funds²⁵.
3. The Beneficiary shall provide information about the planned events referred to in (2) 7) letters a) - b) at least 4 weeks before the event via e-mail to the Institution: FENGpromocja@fnp.org.pl and feng2021@mfi.gov.pl. The information should indicate: date, time, location, theme, purpose and brief description of the event, as well as contact details of persons from the Beneficiary's side involved in the event.
4. Each time, at the request of the Institution, the Beneficiary is obliged to organise a joint information and promotional event for the media (e.g. press briefing, press conference) with representatives of the Institution.
5. If the Beneficiary implements the Project, in which the participation of Project participants is foreseen, the Beneficiary is obliged to reliably and regularly enter up-to-date data into the support search engine for potential beneficiaries and Project participants, available on the European Funds Portal.
6. In the event that the Beneficiary fails to comply with the obligations referred to in paragraph 2 (1) (a) to (b) and (2) to (5), the Institution shall call upon the Beneficiary to take remedial action within the time limit and under the conditions specified in the call. Should the Beneficiary fail to carry out the remedial actions referred to in the request, the Institution shall reduce the maximum amount of the grant referred to in Paragraph 2 by up to 3% of that grant in accordance with the list of reductions of the Project grant in terms of communication obligations, which constitutes Annex No. 5 to the Agreement. In such a case, the Institution shall, by means of a unilateral declaration of intent, which shall be binding for the Beneficiary, modify the maximum amount of the grant, of which it shall inform the Beneficiary in writing or electronically, at the same time inviting the Beneficiary to make the possible amendment to the Grant Application. If, as a result of the reduction of the grant, it turns out that the Beneficiary has received funds in an amount higher than the maximum grant amount referred to in the previous sentence, the difference shall be reimbursed without interest within the time limit and in accordance with the rules laid down by the Institution. After the ineffective lapse of the time limit for repayment, it shall be repaid in accordance with the procedure and rules laid down in Article 207 ufp.

²⁴ Applies to Projects with a total cost exceeding EUR 5,000,000.

²⁵ Events opening/completing the Project or related to the start/implementation/completion of an important phase of the Project.

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

- with the right to sub-license to third parties under the conditions and fields of use referred to in paragraph 9.
10. The graphic symbols and the compulsory designs for the plaques, poster and stickers are set out in the Visual Identity Book and available at www.funduszeuropejskie.gov.pl.
11. The change of the e-mail addresses indicated in paragraph 3 and of the website indicated in paragraph 10 does not require an annex to the Agreement. The Institution shall inform the Beneficiary of this fact in writing or electronically, indicating the date from which the changed address applies. The change shall be effective from the moment the information is delivered to the Beneficiary.
12. The Beneficiary acknowledges that inclusion of a grant means inclusion of the Beneficiary's data in the list of projects published by the Institution.
13. The Beneficiary undertakes to obtain the consent of the Principal Investigator and other persons implementing the Project for the public dissemination by the Institution of their personal data such as: name, surname, image, voice, academic title, place of work, professional experience, for information and promotional purposes. The Institution will use the contact details of the Principal Investigator and other persons implementing the Project in order to send information-promotional

materials, including information about events related to the Project and events related to the Institution's activities.

14. The Institution shall have the right to communicate to the public the results obtained by the Project that are not covered by confidentiality clauses under other general provisions.
15. Whenever requested by the Authority, the Beneficiary is obliged to provide information and evidence documenting the correct fulfilment of the information and publicity obligations.

§ 12.

Control and audit, and retention of documents

1. The Beneficiary undertakes, in accordance with Articles 24-27 of the Implementation Act, to be subject to controls within the scope of the implementation of the Grant Agreement, which in particular include: verification of documents related to the expenditures incurred for the Project (hereinafter: "verification of documents"), controls at the Project site/at the Beneficiary's premises and audits, carried out by the Institution and other institutions authorized for this purpose.
2. Within the framework of the implementation of the commitment referred to in paragraph 1, the Beneficiary shall in particular:
 - 1) make available at his/her office (in a single room), at the request of the inspectors, all ordered and properly described documentation related to the Project and the Contract, including access to the accounting computer system, as well as all documents and computer files and any other media²⁶ related to the financial and technical management of the Project by the Beneficiary. If it is necessary to establish the factual situation regarding expenditures incurred in the Project, the Beneficiary is obliged to provide access also to documents not directly related to its implementation;
 - 2) provide access for inspectors to the premises and land where the Project is carried out or where its premises are located and, at their request, allow them to inspect the tangible and intangible assets purchased, leased, rented, leased, amortised or produced under the Project;
 - 3) give oral and written explanations during the inspections regarding the implementation of the Project and ensure the presence of competent persons to give explanations to the inspectors on the disbursement of funds and other issues related to the implementation of the Project;
 - 4) provide, at the request of the controllers, extracts, statements, printouts as well as copies of the documents referred to in point. 1²⁷, and also ensures the presence of a person who, during the inspection, will be entitled, on behalf of the Beneficiary, to certify the copies as true copies of the originals;
 - 5) at the request of the Institution, the Beneficiary shall submit the documentation referred to in this paragraph (2)(1), in an orderly and correctly described manner, to the Institution in the form and by the date indicated by the Institution;
 - 6) shall enable the bodies referred to in paragraph 1 to record the course of the control activities by means of photographs, films or sound recordings to the extent compatible with the subject of the control;
 - 7) is obliged to fulfil the post-control recommendations within the scope and timeframe indicated in the Post-Control Information.

²⁶ Not applicable to expenditure accounted for in a simplified manner.

²⁷ Not applicable to expenditure accounted for in a simplified manner.

3. Failure to comply with at least one of the obligations referred to in paragraph 2(1) to (6) shall be treated as obstruction of the inspection.
4. The beneficiary shall be notified of the check at least 5 days before the check takes place, unless the check is of an ad hoc nature.
5. If irregularities are found, the Institution, or any other institution authorised under separate provisions to carry out checks, may carry out checks to verify the eligibility of the expenditure and the correctness of the implementation of the Agreement.
6. During on-the-spot checks, the Authority or any other body entitled under separate provisions to carry out checks may verify the correct application of the flat rate.
7. If the Institution becomes aware of any suspicion of irregularities in the Project's implementation or of the occurrence of other significant irregularities, the Institution or any other institution authorized under separate regulations to carry out controls, may carry out an ad hoc control without prior notice to the Beneficiary. The provisions of sub-paragraphs 1-6 apply respectively to the ad hoc control.
8. The Beneficiary is obliged to submit to the Institution copies of post-control information and recommendations and other equivalent documents drawn up by controlling institutions other than the Institution, if the results of these controls relate to the Project, within 7 days of receipt of these documents.
9. The Beneficiary shall store all data related to the implementation of the Project in a manner that ensures their proper security, including in particular documentation related to financial management, technical management, contracting procedures with contractors, for the period referred to in Article 82 (1) of the General Regulation²⁸. The beneficiary shall inform the institution of the place or change of archives where the documentation is stored and shall provide the institution with access to that documentation. In the event that the Beneficiary suspends or ceases its activities before the date by which it is obliged to keep the documents, the Beneficiary undertakes to inform the Institution immediately in writing of the place of archiving of the documentation related to the implemented Project.
10. The Beneficiary shall undertake, during the on-the-spot check of the Project, to show the originals of the documents, copies of which have been transmitted electronically, including within the CST2021, related to the implemented Project. The transmission of documents by electronic means shall not relieve the Beneficiary from the obligation to keep the original documents for the period referred to in paragraph 9 and to make them available during the on-site inspection.
11. With regard to the expenditure referred to in § 2(7), in the event of serious doubts concerning the actual delivery of a service, supply or work or a justified suspicion of fraud, accounting documents and bank statements confirming the expenditure incurred for the service, supply or work may be subject to verification, provided that such documents shall not serve to prove the value of the expenditure incurred but shall constitute proof that the service was actually provided.

§ 13.

Termination of the Agreement and withholding or reduction of funding

²⁸ i.e. for a period of 5 years from 31 December of the year in which the Institution made the last payment to the Beneficiary.

Please note that this is a translation of the Polish version of the document. In the event of any discrepancy between the English and Polish versions, the Polish version shall be legally binding.

1. The Agreement may be terminated by either Party on one month's notice in writing or electronically with a qualified signature. The Party is obliged to indicate the reasons for the termination.
2. The Institution may withhold the payment of the grant or terminate the Agreement with one month's notice in writing or electronically with a qualified signature , in particular in the event that:
 - 1) The Beneficiary refuses to be inspected or obstructs the inspection or does not carry out the inspection recommendations within the time limit laid down;
 - 2) The Beneficiary has made legal and organisational changes to its status that jeopardise the proper implementation of the Project or the achievement of the Project's objectives;
 - 3) The Beneficiary implements the Project without the legally required permits and approvals, including without a decision on environmental conditions in the case where the Project involves an undertaking listed in § 2 or § 3 of the Regulation of the Council of Ministers of 10 September 2019 on undertakings likely to have a significant impact on the environment;
 - 4) The Beneficiary did not achieve the indicators/milestones described in the Project Work Schedule or did not provide the indicators/milestones from the Project Work Schedule in the reporting part of the payment claim;
 - 5) there is a threat of damage to public property, especially if the Beneficiary (being a natural person or a member of Beneficiary's bodies not being a natural person) is subject to a criminal or fiscal offence for making false statements, bribery, offences against property, reliability of documents, money and securities trading, economic turnover, the banking system or any other offence related to the performance of economic activity or committed with the aim of making a profit, in relation to the co-financing granted from public funds for the implementation of the Project to this Beneficiary, to an entity related to him/her personally or by capital or to a member of managing bodies of the above mentioned entities;
 - 6) there is a suspicion of fraud, corruption or any other criminal offence against the EU budget;
 - 7) The Beneficiary has not submitted the payment claim on time or has not fulfilled the reporting obligations on time;
 - 8) The Beneficiary has not corrected the payment claim containing deficiencies or errors by the due date;
 - 9) The Beneficiary refuses to provide the Authority and authorised bodies with information or documents concerning the implementation of the Agreement and the disbursement of the grant;
 - 10) there is a lack of progress on the Project in relation to the deadlines set out in the Project Schedule, such that there is a reasonable expectation that the Project will not be completed in its entirety;
 - 11) errors or omissions were found in the documentation submitted and these were not corrected or completed within the deadline;
 - 12) The Beneficiary does not carry out or improperly carries out promotion and information activities within the framework of the implemented Project;
 - 13) The Beneficiary does not implement actions in compliance with the horizontal rules to which it has committed itself in the Agreement or has undertaken actions contrary to the rules referred to in Article 9 of the General Regulation²⁹ ;
 - 14) The Beneficiary has failed to provide the correctly drafted, corrected or completed documents referred to in § 3 (7-11) within the required deadlines or the Institution does not accept them.

²⁹ This provision also takes into account cases where the Beneficiary is a subsidiary or controlled entity of a territorial self-government unit where discriminatory local laws established by the authorities of this territorial self-government unit contrary to the principles referred to in Article 9(3) of the General Regulation are in force.

3. The Institution may terminate the Agreement without notice in writing or electronically with a qualified signature with immediate effect in the event that:
- 1) The Beneficiary has misused the grant or has collected the grant unduly or in an excessive amount;
 - 2) The Beneficiary has used the grant in breach of the procedures referred to in Article 184 of the TFEU, including awarding the contract in contravention of the rules laid down in the Agreement;
 - 3) The Beneficiary has not started the implementation of the Project within 3 months from the starting date of the Project specified in the Grant Application and has not obtained the Institution's approval to change the Project implementation date;
 - 4) The Beneficiary has ceased its activities, or liquidation proceedings have been initiated against it, or it remains in receivership;
 - 5) at the stage of applying for or granting a grant or implementing the Agreement or maintaining the sustainability of the Project or during the period corresponding to the sustainability of the Project, the Beneficiary has failed to disclose documents, declarations or information relevant to the granting of a grant or implementing the Agreement or has submitted documents, declarations or information which are untrue, inaccurate, forged, altered, incomplete or which raise reasonable doubts as to their authenticity and reliability or which have been issued by persons acting without due authorisation;
 - 6) The Beneficiary has committed irregularities and has not remedied their causes and effects within the period indicated by the control body;
 - 7) The Beneficiary has breached the sustainability of the Project within the meaning of Article 65 of the General Regulation;
 - 8) The Beneficiary has failed to establish or pay within the specified time a performance security in respect of his obligations under the Agreement³⁰ ;
 - 9) The Beneficiary is obliged to repay the grant on the basis of a decision of the European Commission, in particular because it is considered in whole or in part as State aid;
 - 10) a prohibition referred to in Article 12(1) of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland has been issued against the Beneficiary by a valid court judgement;
 - 11) The Beneficiary, despite the obligation to return the resources allocated for the implementation of programmes financed with the participation of the European Funds as provided for in Article 207, paragraph 1 of the General Budget of the European Union, has failed to return the resources at the latest within 14 days of the date on which the decision referred to in Article 207, paragraph 9 of the General Budget of the European Union became final, unless the Beneficiary has been granted a repayment allowance;
 - 12) preparatory proceedings were initiated against the Beneficiary or persons for whom he/she bears responsibility on the basis of the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty, in a case that could affect the implementation of the Project.
 - 13) The Beneficiary, including but not limited to the Principal Investigator of the Project, violated the principles included in the Code of Ethics for Beneficiaries and Applicants in FNP programmes;
 - 14) the objective of the Project has not been achieved;
 - 15) further implementation of the Project by the Beneficiary is impossible or pointless;

³⁰ If applicable

- 16) The Beneficiary has stopped implementing the Project or is implementing it in a manner contrary to the Agreement or in breach of the law;
- 17) The Principal Investigator of the Project has stopped implementing the Project or further implementation of the Project by him is impossible and the Beneficiary has not applied for a change in the application or has not obtained the approval of the Institution in accordance with § 16 (8).
4. If the Institution finds a breach of the Detailed Conditions of Project Implementation referred to in § 4, the Institution may unilaterally withhold the payment of the grant or terminate the Agreement with one month's notice, which will result in the return of the entire grant with interest in accordance with the provisions of § 14.
 5. The Institution may also unilaterally shorten the duration of the Project or change the scope of the Project funding, which may result in a reduction of the co-financing, in a written or electronic form with a qualified signature with immediate effect, when, on the basis of the payment application or the mid-term evaluation of the Project, as a result of an assessment of the progress of the Project, it turns out that further implementation of the Project in part or in whole is impossible or inexpedient. A change in the scope of the Project that may result in a shortening of the Project implementation period or in a reduction of the co-financing in this mode, in proportion to the tasks not performed by the Project, in cases described in this paragraph, does not require an amendment to the Agreement in the form of an annex or the approval of the Beneficiary.
 6. In the situation referred to in paragraph 5, the Beneficiary shall be obliged to discontinue the Project and submit without delay a final payment application together with the final Project report using the template provided by the Institution.
 7. In the situation referred to in Paragraph 6, the Beneficiary shall receive a grant proportionate to the scope of the R&D work performed, observing the rule that the grant amount shall be calculated on the basis of the eligible expenditures settled by the Beneficiary in payment applications and approved by the Institution, taking into account the occurrence of circumstances beyond the Beneficiary's control when exercising due diligence and acting in accordance with the Agreement.
 8. In this case, the project is deemed to be completed and the Agreement is not terminated.
 9. The Institution may withhold the payment of the grant in case the amount included in the payment application is undue or the Institution has taken actions in relation to possible irregularities in the Project.
 10. The Beneficiary shall not be held liable for non-performance or inadequate performance of the Project resulting from force majeure or significant and unforeseeable change in socio-economic relations that did not occur due to an unauthorised act or omission of the Beneficiary. The Beneficiary shall immediately inform the Institution of the occurrence of the force majeure and make the occurrence of the force majeure plausible, indicating its impact on the course of the Project. The previous sentence shall also apply to changes in socio-economic relations.
 11. The Institution shall not be liable for any damage arising from the termination of the Agreement or the withholding of a grant for reasons attributable to the Beneficiary or third parties.

§ 14 .

Repayment and recovery

1. In the event of termination of the Agreement in the situation referred to in § 13 (2)-(4), the Beneficiary shall return the grant paid within 14 days of the date of service of the demand, together with interest

- at the rate specified for tax arrears, calculated from the date of transfer to the Beneficiary's bank account until the date of repayment.
2. Reimbursement of the grant should be made to the bank accounts indicated by the Institution indicating:
 - 1) Project number;
 - 2) information on the principal amount and the amount of interest;
 - 3) title of the return;
 - 4) the year in which the funds to be reimbursed were transferred.
 3. In the case of:
 - 1) misuse of the grant;
 - 2) use of funding in breach of the procedures referred to in Article 184 ufp³¹ ;
 - 3) taking funding unduly or in excess,
Article 207 ufp shall apply.
 4. If the circumstances referred to in paragraph 3 are found, the Institution shall call upon the Beneficiary to:
 - 1) reimbursement or
 - 2) to agree to reduce subsequent payments pursuant to Article 207(2) ufp,
within 14 days of service of the summons.
 5. If an incomplete reimbursement is made, the payment shall be credited pro rata to the amount of principal, understood as the amount of the grant to be reimbursed (without interest), and to the amount of interest as for tax arrears, in the proportion in which the amount of principal remains in relation to the amount of interest on the date of payment.
 6. Upon the ineffective lapse of the time limit referred to in paragraph 4, the Institution shall forward the collected documentation to the Managing Authority, which shall initiate administrative proceedings and issue a decision specifying the amount to be repaid and the date from which interest shall be charged and the method of repayment, as well as an instruction on the sanction resulting from Article 207(4)(3) of the Fund.
 7. The beneficiary shall be excluded from receiving funds earmarked for the implementation of programmes financed with European funds under the rules laid down in Article 207(4) of the TFEU.
 8. In the case of reimbursement of funds which accounted for expenditure covered by a flat rate, the Beneficiary is obliged to reimburse the proportional amount of expenditure covered by the flat rate.

§ 15. Security ³²

1. The grant is paid after the Beneficiary has established and lodged a performance security for the obligations under the Contract.
2. The Beneficiary shall establish security *in* the form of a *blank* promissory note bearing the clause "not for hire" with a notarised signature together with a promissory note declaration until the end of the durability period or a period identical to the durability period. ^{33 34}

³¹ A breach of the procedures referred to in Article 184 ufp also includes a breach of the Agreement.

³² Not applicable to public finance sector entities or foundations whose sole funder is the State Treasury,

³³ In the case where the Beneficiary are entities operating in the form of a civil partnership, the blank bill of exchange referred to in paragraph 2 shall be issued by each partner of that partnership.

³⁴ If the promissory note is signed by an attorney, a special power of attorney to bind the promissory note with a notarised signature is required.

3. The Beneficiary shall be obliged to lodge with the Institution the security referred to in paragraph 2, duly established, within 14 days of the conclusion of the Agreement.
4. The Institution is entitled to request additional security in the form selected from among the forms specified in the Regulation on advances in case it considers that the risk of irregularities related to the Project implementation is high. The Beneficiary is obliged to comply with this request under pain of suspension of the payment of the grant or termination of the Agreement with immediate effect.
5. The security will be released within 6 months after the expiry of the periods for which it was established, at the written request of the Beneficiary, provided that the Beneficiary has properly performed the obligations under the Agreement. The Institution reserves the right to destroy the *blank* promissory note together with the promissory note declaration in the absence of such a request within 12 months after the expiry of the periods for which they were established.
6. The security referred to in paragraph 4 may be released with the approval of the Institution in the event of settlement of the entire grant awarded at the written request of the Beneficiary.
7. The choice of the form of security and the determination of the value of the security referred to in paragraph 4 is made by the Institution. The choice of the form of security may be made by accepting the proposal presented by the Beneficiary.
8. The termination of the Agreement shall constitute in itself a prerequisite for using the security lodged in order to claim reimbursement of the entire subsidy paid plus interest in accordance with Article 207 of the TFEU and the costs of pursuing claims under the Agreement.

§ 16.

Amendment to the Agreement

1. The Parties may amend the Agreement on the basis of declarations of intent in the form of an annex submitted electronically with a qualified signature³⁵, subject to the provisions of this paragraph.
2. If it is necessary to make changes to the Project that involve a change to the Grant Application or that require the conclusion of an annex or the approval of the Authority, the Beneficiary shall submit, via CST2021, a request for acceptance of the changes together with a presentation of their scope and justification, whereby changes that would result in a change to the purpose of the Project are not possible and their introduction by the Beneficiary is grounds for the Authority to terminate the agreement immediately without notice.
3. An amendment to the Contract contrary to the generally applicable provisions of the law, in particular Article 62 of the Implementation Act, shall be inadmissible.
4. Change of:
 - 1) address data;
 - 2) deadlines for the Project's implementation included in the Project Work Schedule of less than 3 months and, at the same time, not affecting the deadline set in the Contract for the submission of the final payment application and the substantive scope of the Project;
 - 3) concerning a transfer between different categories of eligible costs up to 25% of the value of a given budget category³⁶, to which the transfer is made, without affecting the material scope of the Project;
 - 4) bank account numbers;

³⁵ In accordance with Article 78 § 1. of the Civil Code.

³⁶ The limit of 25% of the value of the category amount is always determined in relation to the original budget in the category, as accepted in the Grant Application.

- 5) a detailed description of the costs to be incurred by the Project, provided that these changes do not negatively affect the achievement of the Project's objective and do not lead to a restriction of the principles of fair competition and equal treatment of contractors;
 - 6) contact details / contact persons;
 - 7) the name of the Beneficiary (no change in legal form);
 - 8) payment schedule;
 - 9) exceeding the target value of quantified Project implementation indicators
- requires informing the Institution electronically via CST2021. In justified cases, the Institution may request additional clarifications and documents in the above scope and the Beneficiary is obliged to submit them within the set deadline.
5. Change of:
- 1) the deadlines for the Project in the Project Timetable in excess of 3 months, provided that this change does not affect the deadline for the submission of the final payment claim or the scope of the Project as established in the Contract;
 - 2) concerning a transfer between various categories of eligible costs in excess of 25% of the value of a given budget category³⁷, to which the transfer is made, without affecting the substantive scope of the Project;
- does not require an amendment to the Agreement in the form of an annex, but requires the consent of the Institution.
6. The institution shall give its reaction to the changes proposed by the Beneficiary no later than 30 days from the date of their receipt, justifying their position in the event of their refusal. If it is necessary to appoint an expert to evaluate the changes proposed by the Beneficiary, the deadline may be extended, of which the Institution will inform the Beneficiary.
 7. In the event of failure to provide clarification / failure to submit a revised variation application / failure to submit documents relating to the variation application in question by the deadline set by the Institution, the Institution may reject the variation application.
 8. In case the Principal Investigator discontinues the Project implementation or the Project implementation by the Principal Investigator is impossible, the Beneficiary must apply to the Institution for a change in the Grant Application with justification, indication of the person responsible for the Project technical reporting (if the Principal Investigator would be incapable of fulfilling this role) and a new deadline for the Project completion, which cannot be later than 6 months from the date when the Principal Investigator finished the Project implementation. This change requires the approval of the Institution and the conclusion of an annex to the Agreement.
 9. In case of occurrence of circumstances that may delay the Project implementation, the Beneficiary is obliged to submit to the Institution a request for extension of the Project implementation period no later than 30 days before its expiry date. Along with the request, the Beneficiary shall duly document the reasons for not being able to complete the Project within the indicated period of time and present documentation that makes it credible to complete the Project within the period indicated in the request for change. In the case of a request for extension of the Project implementation period, the Institution shall be entitled to request that the Beneficiary establish an additional security for the proper implementation of the obligations under the Agreement, in accordance with § 15.4³⁸.
 10. If an amendment to the Grant Application would entail an increase in the amount of the grant, a request for amendment of the Project must be announced in advance by the Institution.

³⁷ See footnote above.

³⁸ If applicable

11. The Beneficiary shall inform the Institution of any change in the bank account numbers as soon as possible and no later than when submitting the request for payment.
12. In the event that the payment is made by the Institution to an erroneous account as a result of the Beneficiary's failure to comply with the obligation referred to in paragraph 11, the costs of making the transfer again and any consequences of claiming funds which constitute unjust enrichment of a third party, including the consequences of their loss, shall be borne by the Beneficiary. The Beneficiary shall be jointly and severally liable with the unjustly enriched person and shall be obliged to return the full amount of the funds transferred to the wrong account number at the request of the Institution.
13. In the case of the intention to transfer the implementation of the Project by the Principal Investigator to a new beneficiary, the Beneficiary shall request from the Institution a change in the Project with a justification. The change requires the approval of the Institution, conclusion of an annex to the Contract and conclusion of an assignment agreement agreed with the Institution. The condition for the Institution's approval of the assignment agreement shall be the evaluation of the amended application in terms of meeting the requirements for securities referred to in § 15³⁹, the timely implementation of the Project and its objectives and meeting the project selection criteria, including, among others, the requirements concerning the Beneficiary.

§ 17.

Communication of the Parties and CST2021

1. All correspondence relating to the implementation of the Agreement shall bear the Agreement number.
2. The addresses for correspondence are as follows:
on the part of the Beneficiary
from the Institution
3. Persons authorised to have day-to-day contact as part of the implementation of the Agreement:
1) on the part of the Beneficiary are:
.....
2) on the part of the Institution are:
.....
4. In the event of a change in the data referred to in paragraph 2 or 3, the Party concerned by the change shall be obliged to notify the other Party of the change immediately, via CST2021, but no later than 14 days from the date on which the change in data occurred. Correspondence sent by the time of notification to the previous addresses shall be deemed to have been effectively delivered.
5. The Beneficiary undertakes to use CST2021 in the process of accounting for the Project and binding communication with the Authority.
6. The Beneficiary undertakes to enter the following data into the ICT system on an ongoing basis with regard to the involvement of Project personnel: a) data on Project personnel: personal identification number, first name, surname, b) data on the form of personnel involvement in the Project: form of involvement in the Project, period of the person's involvement in the Project (day - month - year - day - month - year).
7. The Beneficiary undertakes to use the current manual for the CST2021 system made available on the Institution's website.

³⁹ If applicable

8. Correspondence transmitted via CST2021 shall be deemed to have been delivered on the date of transmission in the system. ⁴⁰
9. The Beneficiary undertakes to accurately and promptly enter factually correct data into CST2021 no later than 3 working days after the occurrence of the event giving rise to the need to enter or modify the data.
10. The Beneficiary undertakes to comply with the Regulations on the security of information processed at CST2021 by persons authorised to carry out activities related to the implementation of the Project.
11. The Parties declare that the processing of personal data made available to the other Party to the Agreement will be carried out by each Party as controller of personal data for the purpose of implementing the Agreement.
12. The Institution implements the information obligation through the information clause made available to the Beneficiary, in particular in the Grant Application. The Beneficiary undertakes to make all persons involved in the implementation of the Project, as well as persons authorised for ongoing contacts in the framework of the implementation of the Agreement, referred to in paragraph 3, point 1, familiar with this clause. 1.
13. The beneficiary will fulfil the information obligations by
14. The Beneficiary undertakes to appoint authorised persons⁴¹ to carry out activities related to the implementation of the Project on its behalf and to notify them to the CST2021 service in accordance with the 2021-2027 Guidelines on the conditions for collecting and transmitting data in electronic form. The Beneficiary shall be liable for any acts or omissions of the authorised persons referred to in the preceding sentence as for its own acts.
15. As part of the authentication of activities performed under the CST2021, the Beneficiary undertakes to use a trusted profile, a personal profile, another means of electronic identification issued in an electronic identification system connected to a national electronic identification node referred to in Article 21a(1)(2)(a) of the Act of 5 September 2016. on trust services and electronic identification, adequate to the security level of the electronic identification means required for the services provided in this system, or data verified with a qualified certificate of electronic signature, if these data allow identification and authentication required for the provision of the online service.
16. If, for technical reasons, the use of a trusted profile is not possible, authentication is carried out using a non-qualified certificate generated by CST2021 (authorisation code sent to the email address of the authorised person concerned).
17. The Beneficiary shall inform the Institution of any unauthorised access to the Beneficiary's data in CST2021.
18. In the case of unavailability of CST2021 resulting in the inability to send a payment claim via CST2021, the Beneficiary shall submit a payment claim to the Authority as soon as the availability of CST2021 is restored.
19. The Institution shall oblige the Beneficiary from the date of conclusion of the Agreement until the end of the Project's durability to use also other IT tools, made available by the Institution, to support the processes indicated by the Institution.

⁴⁰ Does not apply to administrative proceedings and declarations of termination of the Agreement

⁴¹ Eligible person shall mean the person notified by the Beneficiary in accordance with the procedure for notification of the eligible person managing the project on the Beneficiary's side, constituting Annex No. 4 to the Guidelines on the conditions for collecting and transmitting data in electronic form for the years 2021-2027, on the basis of the application for the addition of the eligible person managing the project on the Beneficiary's side constituting Annex No. 5 to the aforementioned Guidelines.

§ 18.

Indication of the persons authorised to represent the Parties to the Agreement and the documents from which this authorisation derives

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

§ 19.

Final provisions

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

§ 20.

List of Annexes to the Agreement

The annexes to the Agreement are:

- 1) Annex 1 - Copy of the approved Grant Application, including annexes,
- 2) Annex No. 2 - Document confirming the powers of the Beneficiary's representative to act for and on behalf of the Beneficiary (e.g. power of attorney, extract from the National Court Register, other)⁴² ;
- 3) Attachment No. 3 - Regulations for awarding scholarships in aid of the Project's grantees in the First Team programme (FENG 2021-2027) of the Foundation for Polish Science
- 4) Annex 4 - Extract from the provisions of the European Funds Applicant and Beneficiary Handbook 2021-2027 on information and promotion,
- 5) Annex 5 - List of deductions from funding in terms of communication obligations of FE beneficiaries.

Institution

Beneficiary

⁴² Copy or printout from the KRS system.