

**AGREEMENT ON THE GRANT AWARD IN THE PRIME PROJECT (Phase I and Phase II)
PRIORITY 2 OF THE EUROPEAN FUNDS FOR SMART ECONOMY PROGRAMME 2021–2027
(FENG)**

Grant Agreement No

Grant Title

hereinafter referred to as the '**Agreement.**'

The Foundation for Polish Science, with its registered office in Warsaw, at ul. Ignacego Krasickiego 20/22, 02-611 Warsaw, Tax Identification Number (NIP): 526-03-11-952, Business Registry Number (REGON): 012001533, entered by the District Court for the Capital City of Warsaw in the Register of Associations, Other Social and Professional Organisations, Foundations, and Public Healthcare Institutions of the National Court Register under KRS No 0000109744, represented by, hereinafter referred to as the '**Foundation,**'

and

.....

hereinafter referred to as the '**Grantee,**'

hereinafter jointly referred to as the '**Parties,**' and each individually as a '**Party.**'

Acting pursuant to:

- 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, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, hereinafter referred to as the '**General Regulation**';
- 2) The Act of 28 April 2022 on the principles for implementing tasks financed from European funds under the 2021–2027 financial perspective, hereinafter referred to as the '**Implementation Act**';
- 3) The Act of 27 August 2009 on Public Finance, hereinafter referred to as the '**Public Finance Act**';
- 4) The European Funds for Smart Economy Programme 2021–2027, hereinafter referred to as '**FENG**';
- 5) The Detailed Description of Priorities for the European Funds for Smart Economy Programme 2021–2027;
- 6) Commission Decision C(2019) 3452 of 14 May 2019 laying down the guidelines for determining financial corrections to be made to expenditure financed by the Union for non-compliance with the applicable rules on public procurement, hereinafter referred to as the '**EC Decision.**'

The Parties to the Agreement mutually agree as follows:

§ 1.

Definitions of Terms Used in the Agreement

Whenever the Agreement refers to:

- 1) **Bootcamp** – this shall mean a training and workshop event organised by the Foundation;
- 2) **CST2021** – this shall mean the ICT system referred to in Chapter 1, Article 2(29) of the Implementation Act;
- 3) **Demoday** – this shall mean a ‘showcase day,’ an event organised by the Foundation during which grantees present the implementation of the Grant’s objectives;
- 4) **Foundation** – this shall mean the Foundation for Polish Science, which is the beneficiary of the non-competitive grant project under Measure 02.06 of the European Funds for Smart Economy Programme 2021–2027 (FENG);
- 5) **Grant** – this shall mean the tasks specified in Article 41(5) of the Implementation Act, constituting a project implemented by the Team, i.e., the Grant entitled [Grant title], as specified in the Grant Application No;
- 6) **Grantee** – this shall mean, pursuant to Article 41(3) of the Implementation Act, a public or private entity other than the Foundation and the Partner, selected through an open call announced by the Foundation as part of the PRIME grant project implemented under the European Funds for Smart Economy Programme 2021–2027 (FENG);
- 7) **Managing Authority** – this shall mean the institution referred to in Article 71 of the General Regulation, namely the minister responsible for regional development, whose responsibilities related to the implementation of FENG are handled by an organisational unit within the Ministry responsible for regional development;
- 8) **Irregularity** – this shall mean an irregularity as defined in Article 2(17) of the Implementation Act;
- 9) **Grant Implementation Period** – this shall mean the period specified in § 3(1) of the Agreement, required for the Grant’s implementation, identical to the eligibility period for expenditures under the Grant;
- 10) **PRIME Project** – this shall mean the PRIME grant project implemented by the Foundation for Polish Science under the European Funds for Smart Economy Programme 2021–2027 (FENG) pursuant to Agreement No FENG.02.06-IP.07-0001/23, whose primary objective is the effective commercialisation of R&D results generated in selected projects conducted within research organisations.
- 11) **Market interviews** – this shall mean interviews with representatives of entities operating in a market area aligned with the implemented commercialisation strategy, verifying the market readiness of the commercialisation subject;
- 12) **Force Majeure** – this shall mean an event or combination of events beyond the control of the Parties that prevents the performance of obligations under the Agreement, which the Parties could neither foresee nor prevent, nor overcome, even with the exercise of due diligence;

- 13) **Unit Rate** – this shall mean the hourly Unit Rate for the Grantee’s substantive personnel, determined in accordance with the provisions of the competition documentation for the respective call;
- 14) **Public Funds** – this shall mean the funds referred to in Article 5(1)(2) of the Public Finance Act;
- 15) **Application** – this shall mean the Grant Application submitted via the form along with the necessary attachments through the Foundation’s local electronic system (LSI), where its current version is stored;
- 16) **Eligible Expenditures** – this shall mean expenditures eligible for funding in accordance with the Eligibility Guidelines¹;
- 17) **Eligibility Guidelines** – this shall mean the ‘Guidelines on the Eligibility of Expenditures for 2021–2027’ issued by the Minister of Development Funds and Regional Policy, the current version of which is available on the website of the Managing Authority (funduszeuropejskie.gov.pl);
- 18) **Grant Completion** – this shall mean the date specified in § 3(1);
- 19) **Team** – this shall mean the substantive personnel of the Grantee approved in the Grant Application, comprising individuals specified in § 4(1).

§ 2.

Subject of the Agreement

1. Under this Agreement, the Foundation provides the Grantee with funding for the implementation of the Grant (*Grant Title*), hereinafter referred to as the **Grant**, financed from the PRIME Project under a measure funded by the European Regional Development Fund, implemented in accordance with the current version of Application No
2. The total cost of implementing the Grant in Phase I, aimed at enhancing the Team’s competencies, amounts to PLN (in words: zloty) and is determined based on the product of the number of Unit Rates for the Team members specified in the Application and the Unit Rate of PLN (in words: zloty).
3. The total cost of implementing the Grant in Phase II, aimed at verifying the market potential of the commercialisation subject and implementing the commercialisation strategy, subject to § 3(1), amounts to PLN (in words: zloty) and is determined based on the product of the number of Unit Rates for the Team composed of individuals specified in the Application, the Unit Rate of PLN ... (in words: zloty), and an amount of up to PLN 20,000 (in words: twenty thousand zloty) allocated for business trips of the Grantee’s substantive personnel specified in the Application, settled based on actual expenses incurred.
4. The Unit Rates for the remuneration of the Grantee’s substantive personnel referred to in paragraphs 2 and 3 above are settled using simplified methods.
5. The indicator triggering the reimbursement of the Unit Rates referred to in paragraph 4 above is the *Number of Hours of the Grantee’s engagement in the implementation of the Grant using hourly*

¹ Within the scope of the provisions of the Guidelines on the Eligibility of Expenditures for 2021–2027 applicable to grantees

remuneration rates [hour]. To determine the reimbursement amount of the Unit Rates, the Grantee submits the report referred to in § 6(3).

6. Only eligible expenditures incurred under the Grant during the eligibility period specified in § 3(1) are subject to settlement. Financial resources for the implementation of the Grant may not be spent on tasks other than those specified in the Application, otherwise such expenditures will not be recognised as eligible and will be subject to repayment.

§ 3.

Grant Implementation Period

1. Phase I of the Grant lasts for six months, from to, whereby, in the case of a positive assessment obtained during the selection for Phase II, the Grant funding period is automatically extended for the period specified in the Application, from to, subject to the possibility of extension referred to in § 14(10).
2. The information on the Foundation's approval of the Grant for Phase II is prepared in writing and provided to the Grantee along with the decision to extend the Grant funding period and consent to any amendments to the Application.

§ 4.

General Conditions for Grant Implementation

1. The Grantee shall appoint a Team to implement the tasks outlined in the Agreement and the Application, composed of:
 - 1) Scientific Leader.....,
 - 2) Business Leader.....,
 - 3) Technology Transfer Support
2. The Grantee undertakes to implement the Grant with due diligence, in particular by incurring expenditures purposefully, reliably, rationally, and economically, adhering to the principle of achieving the best results with the given resources, in accordance with the objective specified in the Application, which is an Attachment to the Agreement. Any changes thereto require an annex to the Agreement, subject to § 14(2), and the current version is available in the Foundation's local electronic system (LSI) and in accordance with:
 - 1) the Agreement, including its Attachments;
 - 2) applicable national and European Union law, in particular EU policies, including those on state aid, public procurement, labour law, conflict of interest prevention as specified in Article 61 of Regulation (EU) 2024/2509 of the European Parliament and of the Council of 23 September 2024, and horizontal principles as outlined in 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);

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

- 3) guidelines issued by the Minister responsible for regional development under Article 5(1) of the Implementation Act³.
3. The Grantee is obliged to achieve the objective specified in the Application, the indicators referred to in the Application assessment criteria, and any updates to the milestones agreed with the Foundation.
 4. The Grantee may not transfer to another entity any rights, obligations, or receivables arising from the Agreement without the Foundation's consent.
 5. The Grantee must promptly inform the Foundation of any irregularities, risks to proper implementation, or intentions to discontinue the implementation of the Grant.
 6. The Foundation does not claim any rights to the research results stemming from the work carried out under the Grant.
 7. The Foundation shall not be held liable for any damages caused by the actions of the Grantee or the Team in connection with the implementation of the Agreement. The Grantee bears sole responsibility towards third parties for damages arising from the Grant's implementation. Should a third party make a claim against the Foundation in connection with the Grant, the Grantee shall indemnify the Foundation.
 8. The Grantee undertakes to obtain all ethical committee approvals and other permits required by law necessary for conducting research before starting such research and ensures that no research requiring approval or permits under applicable laws is conducted before obtaining all necessary approvals and permits. Upon the Foundation's request, the Grantee shall provide copies of the aforementioned approvals or permits.
 9. The Grantee must handle waste in accordance with the waste hierarchy, with particular attention to waste prevention during and after the PRIME Project's implementation, in compliance with the Act of 14 December 2012 on Waste.
 10. The Grantee undertakes to exercise due diligence in securing equipment and IT (electronic) systems⁴ against cyberattacks⁵ and to ensure the protection of personal data within them to prevent security breaches.
 11. During the term of the Agreement, the Grantee agrees to provide the Foundation and entities authorised by the Foundation with any information or documentation concerning the implementation of the Agreement and the expenditure of funds, including data protection documentation, within the timeline and in a manner indicated by the Foundation.
 12. In cases of serious concerns regarding reasonable suspicion of financial abuse, financial documents and bank statements confirming the expenditure of funds settled using simplified methods may be subject to verification. These documents will not be used to prove the value of the expenditure but will serve as evidence that tasks were indeed carried out. While such documents are generally not subject to verification, they may be reviewed in justified cases, including to verify statements.

³ Within the scope of the provisions of the Guidelines on the Eligibility of Expenditures for 2021–2027 applicable to grantees.

⁴ This includes computer equipment and systems, but also other machinery, devices and equipment that the Grantee will use in the course of implementing the Grant.

⁵ As applicable.

§ 5.

Detailed Conditions for Grant Implementation

1. Members of the Team referred to in § 4(1) are engaged by the Grantee to implement the Grant in the following legal forms: employment contracts, equivalent appointment acts, or mandate contracts.
2. The Scientific Leader serves as the principal executor of the Grant. They are the creator or co-creator of the intellectual property forming the basis of the commercialisation subject. During the Grant implementation, it is not permissible to change the Scientific Leader.
3. Any change to the person serving as the Business Leader or the Technology Transfer Support requires the Foundation's approval.
4. Participation in the Bootcamp held in Poland – each member of the Team implementing the Grant in Phase I is required to actively participate in person at the event. Exceptions to this obligation, in exceptional circumstances, will be granted individually upon notifying the Foundation of such circumstances.
5. Participation in mentoring:
 - a) The Team is required to conduct one meeting (60 minutes) online with each of the four mentor candidates proposed by the Foundation within one week (7 days) of receiving information from the Foundation.
 - b) Within three business days of completing the last interview with mentor candidates, the Grantee must send the Foundation (via email) the names of two candidates, from whom one mentor will be assigned to the Team.
 - c) In Phase I, the Team is required to hold one in-person meeting with the mentor on an agreed-upon date.
 - d) In exceptional circumstances and with the Foundation's consent, the Team may submit a reasoned request to the Foundation for a mentor change, submitting it electronically. This is permissible only within the first four weeks of Phase I, starting from the date the mentor is assigned to the Team.
 - e) Regardless of the provisions in point (c) above, the Team is required to hold periodic online meetings with the mentor for 4 hours per month during Phase I and for 2–4 hours per month during Phase II.
6. Participation in online training/workshops – each Team member is required to actively participate in at least 75% of events planned in the PRIME Project schedule for the given reporting period.
7. Participation in DemoDay – each Team member participating in Phase I is required to take part in DemoDay 1 (conducted online) and, if participating in Phase II, in DemoDay 2, regardless of the length of the Grant Implementation Period in Phase II.
8. Market interviews verifying the market readiness of the commercialisation subject:
 - a) In Phase I, the Team is required to conduct at least 20 interviews.
 - b) In Phase II, the Team is required to conduct at least 20 market interviews for Phase II Grants lasting up to six months or 40 interviews for Phase II Grants lasting more than six months.

- c) The Grantee is required to maintain records of conducted interviews, including details such as the date, the person(s) conducting the interview, information about the entity being interviewed, the name, surname, and position of the person being interviewed, and conclusions from the interview in the context of achieving the Grant's objectives.
9. Participation in the Bootcamp held in the United Kingdom – each member of the Team implementing the Grant in Phase II is required to actively participate in person at the event if the Grant Implementation Period includes the date of the event. Exceptions to this obligation, in exceptional circumstances, will be granted individually upon notifying the Foundation of such circumstances. Failure to participate in the Bootcamp means that any travel costs related to this event for the respective individual will not be reimbursable.
10. The Grantee is required to cooperate with the Team and fulfil their tasks and obligations as declared in the Application to ensure the achievement of the Application's objective.

§ 6.

General Terms of Funding

1. The disbursement of funding is conditional on the implementation of the Grant in accordance with the Agreement.
2. Funding is provided exclusively as reimbursement for expenses incurred in connection with the implementation of the Grant.
3. Funding is disbursed following the Foundation's approval of a properly completed and complete report submitted by the Grantee within the deadlines specified in paragraph 16 via the electronic system provided by the Foundation.
4. The Foundation transfers the funding to the Grantee's bank account, number, subject to § 12.
5. The report referred to in paragraph 3, detailing the Grantee's tasks confirming the achievement of the Grant's objective and taking into account the detailed conditions for Grant implementation specified in § 5, as well as the settlement of Unit Rates and business travels (if applicable), is submitted through the Foundation's electronic system. It includes a summary of the number of Unit Rates for the remuneration of Team members along with a description of the tasks they performed during the reporting period. All Team members must be included in the report, regardless of their level of involvement in the reporting period.
6. A supplementary document to the report, submitted for the reporting period, is a task implementation report describing and confirming the substantive progress and implementation of the Grant in line with horizontal principles and the Application's objectives.
7. The Unit Rate is settled exclusively for hours worked on substantive tasks performed directly within the Grant, as specified in the Agreement. Hours spent on events organised by the Foundation, such as Bootcamps in Poland and the United Kingdom, training sessions, or workshops, are excluded from the settlement. Non-eligible costs within the Unit Rate settlement include tasks unrelated to the Grant (e.g., tasks associated with other projects, standard organisational activities, or management and administration within the Grant) or substantive tasks not performed directly by the Team.

8. The Unit Rate applies only to full clock hours (60 minutes) actually worked. This means that partial Unit Rates, such as half a rate, cannot be settled. Full rates are to be settled, rounded down to the nearest whole hour.
9. Unit Rates for tasks performed during a reporting period may only be reported within that period, specifying the employee's name, the number of Unit Rates during the reporting period, and a description of their substantive tasks during the period.
10. The report must also include a list of Team business travels (if applicable) along with complete documentation confirming the settlement of each travel.
11. Due to the possibility of Team members working on other projects concurrently with the Grant, the Grantee is obliged to comply with the prohibition of double financing of expenses and ensure adherence to the limit of 276 working hours per month for total professional engagement of Team members, as specified in the Eligibility Guidelines. Additionally, the Scientific Leader may not participate in two Teams simultaneously within the same phase of the Grant.
12. The total number of declared hourly Unit Rates per Team member in any calendar year for all grants within the PRIME Project may not exceed 1,720.
13. Expenses exceeding the total funding amount specified in § 2(2) and (3) for Phase I and Phase II, respectively, must be covered by the Grantee from their own resources and are considered ineligible expenditure under the Grant.
14. The Grantee is responsible for ensuring funding for non-eligible Grant expenses.
15. The Grantee may utilise funds solely for the purpose of implementing the Grant. Expenditure of funds provided by the Foundation for the Grant requires agreement with the Scientific Leader.
16. The Grantee submits reports to the Foundation, along with task implementation reports referred to in the Application and the Agreement, in consultation with the Scientific Leader, no less than once every three calendar months and no later than 14 days after the end of each three-month Grant implementation period.
17. The final report for each Grant phase must be submitted within 14 days of the conclusion of Phase I and Phase II (if applicable).
18. The Foundation reviews the substantive progress presented by the Grantee in the task implementation report referred to in paragraph 6 and the description of tasks included in the report referred to in paragraph 5 to confirm that the expenses reported comply with the Eligibility Guidelines and the Agreement.
19. The Foundation reviews the report within 14 days of receipt, provided it is the first properly completed and complete version of the report.
20. If the Grantee's report contains deficiencies or errors, the Foundation will issue a request to supplement or correct the documents to the email address specified in § 15(3). The Grantee must submit the missing or corrected documents within the deadline specified in the request. The Foundation may request certified copies of all or selected documents confirming incurred expenses. The Foundation may also accept the report excluding expenses whose eligibility has not been properly documented.

21. The Foundation may correct obvious clerical or calculation errors in the report, notifying the Grantee in the verification outcome. These changes do not require the Grantee to issue a report correction for this scope.
22. The Grantee is obliged to maintain documentation related to the implementation of the Grant and the Agreement.
23. Failure to incur expenses does not release the Grantee from the obligation to submit a report and task implementation description for the Grant.
24. The Foundation accepts and reviews reports prepared by the Grantee, including detailed confirmations of expenditures, evaluating the eligibility, transparency, and efficiency of the Grantee's expenditures.
25. The FENG Managing Authority verifies and approves expenditures reported by Grantees in payment requests submitted by the Foundation.
26. If the Foundation or the FENG Managing Authority identifies or suspects irregularities in the Grant implementation, the Foundation or another authorised institution may conduct verification or control of the Grant in order to reassess expenditure eligibility and ensure compliance with the Agreement.
27. The Foundation promptly informs the Grantee of report approval.
28. The Grantee is not entitled to compensation for delays in payment resulting from:
 - 1) lack of funds in the PRIME Project bank account, especially due to delays in fund transfers by Bank Gospodarstwa Krajowego to the Foundation's bank account;
 - 2) delays in funding disbursement due to factors beyond the Foundation's control;
 - 3) suspension or refusal of Public Funds by authorised institutions, including the European Commission;
 - 4) suspension of funding in cases specified in the Agreement.
29. The Grant funding amount specified in § 2(2) and (3) is reduced by amounts subject to repayment due to irregularities.
30. For expenses paid in foreign currencies, the value on the date of expenditure (actual disbursement) must be converted to PLN in accordance with applicable law and the Grantee's accounting policy.
31. The Grantee maintains a separate accounting record of Grant expenditures in a transparent and reliable manner, enabling identification of individual accounting operations related to the Grant⁶.
32. For travel expenses, each original accounting document related to the Grant must include the following:
 - 1) Grant name (title) as specified in the Agreement;
 - 2) date and number of the Agreement/annex;
 - 3) amount of the Eligible Expenditure;
 - 4) description of the expenditure's connection to the Grant;
 - 5) information on co-financing from EU funds: 'Grant co-financed by the European Regional Development Fund under the European Funds for Smart Economy Programme 2021–2027';

⁶ Not applicable to expenditure accounted for by simplified methods.

- 6) accounting entry and document number;
- 7) confirmation of formal and substantive correctness;
- 8) payment details (if not evident from the document);
- 9) if the accounting document relates to the Grant only partially, the description should include a clear indication of the specific portion or percentage of the expenditure, including within eligible and non-eligible costs, related to the PRIME Project as supported by the accounting document;
- 10) for specific cost allocation methodologies, these must accompany and confirm the calculations' accuracy;
- 11) for invoices or other documents in foreign currencies, indicate the currency exchange rate and source used for conversion to PLN, in line with applicable law and the Grantee's accounting policy.

§ 7.

Eligibility of Expenditures

1. The eligibility period for expenditures under the Grant corresponds to the period referred to in § 3(1).
2. The eligibility of incurred expenditures is assessed based on the Eligibility Guidelines in the version applicable on the date the expenditure was incurred, subject to paragraph 3⁷.
3. Expenditures incurred by the Grantee prior to the commencement of the eligibility period referred to in paragraph 1 will be considered ineligible.
4. Expenditures incurred for value-added tax (VAT) are ineligible.

§ 8.

Grant Monitoring and Evaluation

1. The Foundation monitors the implementation of the Grant and the Agreement, particularly the achievement of indicators within the deadlines and values specified in the Agreement, as well as compliance with horizontal principles and EU policies referred to in § 4(2)(2), in accordance with the deadlines specified for reports and task implementation reports.
2. The Foundation conducts a substantive review of the tasks performed under the Grant. The scope of this review includes assessing the Grant's progress during or upon the conclusion of its implementation. The review may also be conducted at the Grant's implementation site.
3. The Grantee must promptly inform the Foundation of any risks to achieving the Grant's objectives and any irregularities in its implementation, particularly when changes to the Grant's substantive scope are necessary.
4. Each Grantee is required to participate in the evaluation of the PRIME Project conducted by the Foundation, even after the conclusion of the Agreement.
5. For the purposes of monitoring the Grant's implementation and evaluating the PRIME Project, the Grantee cooperates with the Foundation, an entity authorised by the Foundation, or another authorised institution or organisational unit conducting the evaluation. This includes, in particular:
 - 1) providing contact and address information related to the Grant;

⁷ Within the scope of the provisions of the Guidelines on the Eligibility of Expenditures for 2021–2027 applicable to grantees

- 2) informing the Foundation, upon request, about the Grant, including achieved milestones and compliance with horizontal principles and EU policies referred to in the Application;
- 3) informing the Foundation, upon request, about the economic effects and significant benefits for the Grantee and Team members resulting from the Grant implementation;
- 4) participating in evaluations planned by the Foundation, such as surveys or interviews, and providing information necessary for evaluation, including evaluations commissioned by the Foundation or another authorised institution or organisational unit.

§ 9.

Professional Integrity

1. The Grantee commits to ensuring that their activities and those of the Team members involved in the Grant comply with the 'Code of Ethics for Beneficiaries and Candidates in Programmes of the Foundation for Polish Science.'
2. Regarding the scientific basis of the commercialisation subject presented in the Application, the Grantee is obliged to collect and store all source data, research results, and experimental findings in accordance with good practices, ensuring their integrity. Each Team member is also required to fulfil these obligations.
3. The Grantee shall implement the Grant in compliance with best practices for knowledge and technology transfer.
4. The Grantee must provide access to the data and results specified in paragraph 2 promptly upon the Foundation's request to enable verification of the reliability of information presented in the Application and during the Grant implementation.

§ 10.

Communication and Visibility

(Information and Promotional Obligations Relating to EU Support)

1. The Grantee is required to cooperate with the Foundation to ensure visibility and adequate information regarding the achievement of the PRIME Project and Grant objectives.
2. The Grantee is obliged to fulfil informational and promotional obligations, including informing the public about the Grant's funding by the European Union.
3. The Grantee is required to:
 - 1) visibly display the European Funds logo, the Polish National Colours emblem (if applicable; in full colour), and the European Union emblem on:
 - a) all documents and materials (including printed or digital products) made public and related to informational and promotional activities concerning the Grant,
 - b) display in a visible place of the implementation of the Grant at least one permanent poster of minimum A3 size or a similar size electronic display highlighting the fact of receiving EU funding, within 1 month from the date of signing the Agreement,

- c) display in all scientific publications or other materials (e.g. conference presentations) a reference to the name of the Grant or its acronym, as well as information on the source of its funding, and, where possible, display graphic signage;
- 2) ensure that the information specified in paragraph 2 is also included in materials shared with the media. In any oral communications with the media (e.g., interviews, press conferences, public statements), the Grantee must also inform about the funding source of the implemented Grant.
- 4. At the Foundation's request, the Grantee is obliged to always participate in media-oriented informational and promotional events (e.g., press briefings, press conferences) organised by the Foundation.
- 5. If the Grantee fails to meet the obligations outlined in paragraphs 2 and 3, the Foundation will issue a request for corrective actions to be taken within the specified terms and conditions. If the Grantee does not fulfil these corrective actions, the Foundation will reduce the maximum funding amount specified in § 2(2) and (3) in accordance with the penalty rates listed in Attachment 3 to the Agreement. The Foundation will implement the change through a unilateral declaration of intent, binding on the Grantee, and will inform the Grantee in writing or electronically, also requesting amendments to the Application. If, as a result of the funding reduction, the Grantee has received funds exceeding the revised maximum funding amount, the difference must be returned without interest within the period and under the terms specified by the Foundation. If the return deadline passes without payment, the Foundation will initiate debt collection procedures.
- 6. 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., photographs, films, brochures, leaflets, multimedia presentations on the Grant), as part of the Grant, the Grantee undertakes to obtain from that person the economic copyright to these works.
- 7. At the request of the Foundation or EU institutions (their bodies or organisational units), the Grantee agrees to provide these entities with works related to communication and visibility (e.g., photographs, films, brochures, leaflets on The Grant) created as part of the Grant.
- 8. The Grantee agrees to grant the Foundation a non-exclusive, royalty-free licence to use works related to communication and visibility (e.g., photographs, films, brochures, leaflets on the Grant) created as part of the Grant, as follows:
 - 1) within the territory of the Republic of Poland and other EU member states,
 - 2) for a period of 10 years from the date the licence is granted,
 - 3) without restrictions on the number of copies or media, across the following fields of exploitation:
 - a) fixation, including but not limited to: by printing, recording in computer memory, and on electronic media, and reproducing and copying such fixed works by any technique,
 - b) distribution, publication, and availability in any form (including through display or public playback, or uploading to computer memory and multimedia networks, including the internet), broadcasting, and retransmission—whether in whole or in part, as well as in combination with other works,
 - c) public distribution of works or their copies in all forms (e.g., books, brochures, CDs, the internet),

- d) making them available, including to EU institutions, bodies, or organisational units, as well as to their employees and public availability through any communication means (e.g., the internet),
 - e) storing and archiving in paper or electronic form,
 - with the right to grant sublicences to third parties under the terms and exploitation fields mentioned in paragraph 8.
9. Graphic logos and mandatory poster templates are defined in the Visual Identity Guidelines and are available at: <https://www.nowoczesnagospodarka.gov.pl/strony/dowiedz-sie-wiecej-oprogramie/promocja-programu/>.
 10. Changes to the website address mentioned in paragraph 9 do not require an annex to the Agreement. The Foundation informs the Grantee of such changes in writing or electronically, indicating the effective date. The change becomes effective upon receipt of the information by the Grantee.
 11. The Grantee acknowledges that receiving funding entails the inclusion of their data in the list of Grants published by the Foundation.
 12. The Grantee agrees to obtain Team members' consent for the Foundation to publicly disseminate their personal data, such as name, surname, image, voice, academic title, workplace, and professional experience, for informational and promotional purposes. The Foundation will use Team members' contact information and other individuals involved in the Grant to send informational and promotional materials, including information about Grant-related events and Foundation activities.
 13. The Foundation has the right to publicly communicate results obtained under the Grant that are not subject to confidentiality under general regulations.
 14. Upon the Foundation's request, the Grantee is required to provide information and evidence documenting compliance with informational and promotional obligations.

§ 11.

Control, Audit, and Document Storage

1. The Grantee agrees to undergo audits and controls related to the implementation of the Agreement, including on-site controls at the Grant implementation location or the Grantee's headquarters, and audits and controls conducted by the Foundation or authorised institutions, including entities referred to in Article 25(1) and (2) of the Implementation Act.
2. In fulfilling the obligation outlined in paragraph 1, the Grantee shall, in particular:
 - 1) At their headquarters, provide the auditors, upon request, with the specified documentation, organised and properly described, related to the Grant and the Agreement, including access to information stored in the accounting computer system, as well as all documents, computer files, and other media related to the financial and technical management of the Grant⁸, in the format and timeframe specified by the auditing institution;

⁸ Not applicable to expenditure accounted for by simplified methods.

- 2) Provide verbal and written explanations during the audit or control concerning the implementation of the Grant, and ensure the presence of competent individuals who can explain financial expenditures and other matters related to the Grant's implementation;
 - 3) Provide extracts, summaries, printouts, and copies of documents referred to in point (1)⁹, upon request by the auditors, and ensure the presence of a person authorised to certify the copies as true to the original on behalf of the Grantee during the audit or control;
 - 4) Submit the organised and properly described documentation¹⁰ referred to in paragraph 2(1) to the Foundation in the format and timeframe specified by the Foundation, upon its request;
 - 5) Allow the institutions referred to in paragraph 1 to document the audit and control activities through photography, filming, or audio recording, within the scope relevant to the subject of the audit and control;
 - 6) Comply with post-audit and post-control recommendations within the scope and timeframe specified in the Post-Audit Report and Post-Control Report;
 - 7) Note that failure to sign the Post-Audit Report and Post-Control Report does not relieve the Grantee from implementing the post-audit recommendations.
3. Failure to comply with any of the obligations specified in paragraph 2(1)–(5) shall be considered as an obstruction to the audit process and control process.
 4. The Grantee shall be notified of audits and controls within the timeframes specified by other regulations unless the audit or control is ad hoc.
 5. If irregularities are identified, the institution authorised by separate regulations to conduct audits or controls may carry out additional audits or controls to reassess the eligibility of expenditures and the correctness of the Agreement's implementation.
 6. If the auditing institution becomes aware of suspected irregularities in the Grant's implementation or other significant deficiencies, the Foundation or another authorised institution may conduct an ad hoc audit or control without prior notice to the Grantee. The provisions of paragraphs 1–5 shall apply accordingly to ad hoc audits or controls.
 7. The Grantee is required to provide the Foundation with copies of post-audit reports and post-control reports and other equivalent documents prepared by auditing institutions other than the Foundation, if the audit findings or control findings pertain to the Grant, within seven days of receiving these documents.
 8. The Grantee shall store all documents related to the Grant's implementation in a manner that ensures their proper security for the period and scope specified in Article 82(1) of the General Regulation¹¹. The Grantee must notify the Foundation of the location or any changes to the location where the documentation is archived and ensure the Foundation's access to the documentation. In the event of the Grantee suspending or ceasing operations before the document retention period

⁹ Not applicable to expenditure accounted for by simplified methods.

¹⁰ Not applicable to expenditure accounted for by simplified methods.

¹¹ That is, for a 5-year period from 31 December of the year in which the last payment by the FENG Managing Authority to the Foundation is made.

ends, the Grantee must immediately notify the Foundation in writing of the location where the Grant-related documentation is archived.

§ 12.

Termination of the Agreement and Suspension or Reduction of Funding

1. The Agreement may be terminated by either Party with a one-month notice period, in writing or electronically with a qualified signature. The terminating Party must specify the reasons for termination.
2. The Foundation may suspend funding disbursement or terminate the Agreement with a one-month notice period, in writing or electronically with a qualified signature, particularly in the following cases:
 - 1) the Grantee refuses to undergo an audit or control, obstructs its conduct, or fails to implement post-audit or post-control recommendations within the specified timeframe;
 - 2) the Grantee makes legal or organisational changes that jeopardise the proper implementation of the Grant or the achievement of its objectives;
 - 3) there is a risk of damage to public assets, particularly when criminal or fiscal criminal proceedings are initiated against the Grantee (if a natural person) or a member of the governing body of the Grantee (if not a natural person) for offences such as making false statements, bribery, crimes against property, document credibility, money and securities trading, economic transactions, the banking system, or other offences related to economic activity or committed to obtain financial gain, in connection with co-financing provided from Public Funds for the implementation of the Grant to this Grantee, an entity personally or financially related to the Grantee, or a member of the governing bodies of the aforementioned entities;
 - 4) suspected financial fraud, corruption, or other crimes detrimental to the EU budget arise;
 - 5) the Grantee fails to submit reports on time or fails to meet reporting obligations within the required timeframe;
 - 6) the Grantee does not correct deficiencies or errors in the report within the specified timeframe;
 - 7) the Grantee refuses to provide the Foundation or authorised entities with information or documents concerning the implementation of the Agreement and the expenditure of funds¹²;
 - 8) the Grantee does not implement the Grant in accordance with the current Application or Agreement obligations, creating reasonable doubt that the Grant's objectives will not be achieved;
 - 9) there is no progress in implementing the Grant relative to the deadlines specified in the Application, creating reasonable doubt that the Grant will not be fully implemented;
 - 10) the Grantee does not conduct or improperly conducts promotional and informational activities as part of the Grant;

¹² Not applicable to expenditure accounted for by simplified methods.

- 11) the Grantee fails to comply with horizontal principles agreed upon in the Agreement or undertakes actions contrary to the principles outlined in Article 9 of the General Regulation¹³;
 - 12) the Grantee does not report the achieved indicator values as specified in the current Application and Agreement obligations.
3. The Foundation may terminate the Agreement without notice and with immediate effect, in writing or electronically with a qualified signature, in the following cases:
- 1) the Grantee uses the funding improperly, receives undue or excessive funding;
 - 2) the Grantee uses the funding in violation of procedures specified in Article 184 of the Public Finance Act;
 - 3) the Grantee fails to start implementing the Grant within the timeframe specified in the Application and does not obtain the Foundation's approval for a revised timeline;
 - 4) the Grantee ceases operations, enters winding-up proceedings, or is placed under receivership;
 - 5) during the stage of applying for or receiving funding or implementing the Grant Agreement, the Grantee fails to disclose documents, statements, or information relevant to the granting of funding or the implementation of the Agreement, or submits documents, statements, or information that are false, unreliable, inaccurate, forged, altered, incomplete, or raise reasonable doubts about their truthfulness and reliability, or are issued by individuals acting without proper authorisation;
 - 6) the Grantee commits irregularities and does not address their causes or consequences within the timeframe specified by the auditing or controlling entity;
 - 7) the Grantee is required, in accordance with the EC Decision, to return funding, particularly if it is classified as state aid;
 - 8) a final court ruling imposes a prohibition under Article 12(1) of the Act of 15 June 2012 on the Consequences of Employing Foreign Nationals Staying Illegally on the Territory of the Republic of Poland;
 - 9) the Grantee, despite the obligation to return funds allocated for programmes financed with European funds, in connection with the circumstances referred to in § 13(3), fails to return the funds within 14 days of receiving the request, including interest at the rate applicable to tax arrears, calculated from the date the funds were transferred to the Grantee's bank account until the date of their return;
 - 10) preparatory proceedings have been initiated against the Grantee or persons for whom the Grantee is responsible under the Act of 28 October 2002 on the Liability of Collective Entities for Acts Prohibited under Penalty, in a case that may affect the implementation of the Grant;
 - 11) the Grantee, including Team members, violates the principles outlined in the 'Code of Ethics for Beneficiaries and Candidates in Programmes of the Foundation for Polish Science;'

¹³ The provision also takes into account cases where the Grantee is a subsidiary or controlled entity of a territorial self-government unit in which 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.

- 12) the Grantee ceases implementing the Grant or implements it contrary to the Agreement or in violation of the law;
 - 13) a Team member ceases implementing the Grant, or their continued participation is impossible, and the Grantee has not sought an amendment to the Application or obtained the Foundation's approval in accordance with § 14(6) and (8).
4. If the Foundation identifies violations of the Agreement's terms for Grant implementation, it may unilaterally suspend funding disbursement or terminate the Agreement with a one-month notice period. This may result in the recovery of the entire funding amount with interest as specified in § 13.
 5. The Foundation may unilaterally modify the scope of Grant funding, with immediate effect, in writing or electronically with a qualified signature, if it determines based on reports or progress assessments that the Grant's implementation is partially or entirely impossible or purposeless, and no corrective action plan has been implemented. Changes to the Grant scope, which may shorten the Grant Implementation Period or reduce funding, do not require an annex to the Agreement or the Grantee's consent.
 6. In cases referred to in paragraph 5, the Grantee must submit a report meeting the Foundation's specified requirements.
 7. In cases referred to in paragraph 5, the Grantee will receive funding proportional to the completed work, considering circumstances beyond the Grantee's control, provided they acted with due diligence and complied with the Agreement.
 8. The Foundation may suspend funding disbursement if amounts reported are ineligible or if it undertakes actions regarding potential irregularities in the Grant.
 9. The Grantee shall not be liable for non-performance or improper performance of the Grant due to Force Majeure or significant, unforeseeable changes in socio-economic conditions not caused by the Grantee's unauthorised actions or omissions. The Grantee must promptly inform the Foundation of such circumstances, providing evidence of their impact on Grant implementation. The previous sentence applies also to changes in socio-economic relations.
 10. The Foundation shall not be liable for damages resulting from the termination of the Agreement or suspension of funding due to reasons attributable to the Grantee or third parties.

§ 13.

Repayment of Funding and Recovery of Funds

1. In the event of Agreement termination under the circumstances specified in § 12(1) to (3), the Grantee must repay the disbursed funding in the amount specified in the repayment request within 14 days of receiving the request, including interest calculated at the rate applicable to tax arrears, from the date the funds were transferred to the Grantee's bank account until the date of their repayment.
2. The repayment of funding must be made to the bank account specified by the Foundation and must include:

- 1) the Agreement number;
 - 2) information on the principal amount and interest amount;
 - 3) the purpose of the repayment;
 - 4) the year in which the funds subject to repayment were disbursed.
3. In cases of:
- 1) misuse of funding contrary to its intended purpose,
 - 2) use of funding in violation of procedures specified in Article 184 of the Public Finance Act¹⁴,
 - 3) receipt of funding unduly or in an excessive amount,
- the funds used in violation of the rules and conditions of Grant implementation specified in the Agreement, national law, and European Union law must be repaid in the amount specified in the repayment request within 14 days of receiving the request, including interest calculated at the rate applicable to tax arrears, from the date the funds were transferred to the Grantee's bank account until the date of their repayment. The repayment must follow the rules outlined in paragraph 2.
4. In the event of a partial repayment, the payment will be proportionally allocated to the outstanding principal amount (understood as the amount of funding due for repayment) and the interest amount applicable to tax arrears, in proportion to the outstanding principal and interest amounts on the repayment date.
 5. For debt recovery purposes, the Foundation may authorise a third party to act on its behalf.
 6. The Grantee agrees to cover the documented costs of debt recovery actions taken against them, particularly legal assistance costs provided by professional representatives, in cases where any payment has been made to the Grantee. The debt recovery costs borne by the Grantee may amount to a maximum of 10% of the recovered amount, but no less than PLN 2,000 (in words: two thousand zloty).
 7. If the circumstances referred to in paragraph 3 apply to expenditures approved within the Grant and reported by the Foundation to the Managing Authority of FENG via the CST2021 system, the funding amount specified in § 2(2) and (3) will be reduced. This change does not require an annex to the Agreement.
 8. The Grantee may be excluded from eligibility to receive funds allocated for programmes financed with European funds under the terms specified in Article 207(4) of the Public Finance Act.

§ 14.

Changes to the Agreement

1. The Parties may amend the Agreement based on mutual declarations of intent in the form of an annex, submitted electronically with a qualified signature¹⁵, subject to the provisions of this paragraph.
2. Changes to the Application concerning the Grant Implementation Period, indicators, or changes to a Team member require an annex to the Agreement. Other changes to the Application require

¹⁴ Violation of procedures specified in Article 184 of the Public Finance Act also includes breach of the Agreement.

¹⁵ In accordance with Article 78 § 1 of the Civil Code.

informing the Foundation and obtaining its consent. Notification of such changes must be submitted at least one month before the Grant Completion date.

3. If changes to the Grant are necessary, involving modifications to the Application or requiring an annex or the Foundation's consent, the Grantee must submit a request for the amendment, including the scope and justification for the changes.
4. Changes that alter the Grant's objective are not allowed, and introducing such changes by the Grantee constitutes grounds for the Foundation to terminate the Agreement with immediate effect.
5. Changes to the Agreement that conflict with universally applicable legal regulations, particularly Article 62 of the Implementation Act, are not permitted.
6. Changes to the following:
 - 1) address details,
 - 2) bank account numbers,
 - 3) contact details or contact persons,
 - 4) the Grantee's name (without changing the legal form)must be communicated to the Foundation electronically.
7. The Foundation will respond to changes proposed by the Grantee within 15 days of their receipt, providing justification for refusal if applicable. If an expert evaluation is required for the proposed changes, the deadline may be extended, and the Foundation will inform the Grantee accordingly.
8. If the Grantee fails to provide explanations, submit a corrected amendment request, or deliver the necessary documents related to the amendment request within the deadline set by the Foundation, the Foundation may reject the amendment request.
9. If a Team member ceases to implement the Grant or is unable to continue, the Grantee must promptly submit a request to the Foundation to amend the Application, including justification and proposing a replacement candidate, subject to § 5(2). Such a change requires the Foundation's approval and an annex to the Agreement.
10. If justified circumstances affect the Grant Implementation Period in Phase II, the Grantee must submit a request to the Foundation for an extension, not exceeding six months, not later than 30 days before the end of the Grant Implementation Period. The request must include documentation substantiating the reasons for the delay and verifying that the Grant can be completed within the proposed extended period.
11. The Grantee must inform the Foundation of changes to bank account numbers promptly, and no later than when submitting a report.
12. If the Foundation makes a payment to an incorrect bank account due to the Grantee's failure to fulfil the obligation specified in paragraph 11, the Grantee bears the costs associated with reprocessing the payment and any consequences of recovering funds constituting unjust enrichment of a third party, including any losses incurred. The Grantee is jointly liable with the unjustly enriched party and must, upon the Foundation's request, return the full amount of funds transferred to the incorrect bank account.

§ 15.

Communication between the Parties

1. All correspondence related to the implementation of the Agreement must include the Agreement number.
2. The addresses for correspondence are as follows:
 - 1) for the Grantee
 - 2) for the Foundation
3. The persons authorised to maintain day-to-day contact for the implementation of the Agreement are:
 - (1) for the Grantee
 - (2) for the Foundation

The Grantee guarantees that in the event of the absence of the individual specified in point (1), a substitute will be appointed to fulfil the contact obligations.
4. In the event of changes to the information specified in paragraphs 2 or 3, the Party to whom the change pertains must notify the other Party in writing without delay, but no later than within 14 days of the change. Correspondence sent to the previous addresses before notification is considered effectively delivered.

§ 16.

Personal Data Protection

1. The Parties declare that the processing of personal data shared with the other Party under the Agreement will be carried out by each Party as an independent data controller for the purpose of implementing the Agreement.
2. The co-controller of personal data processed by the Foundation is the PRIME Project Partner, Oxentia Ltd., based in the United Kingdom, with whom the Foundation has entered into a data co-controlling agreement. The details of the arrangements under the co-controlling agreement regarding the rights of the data subjects will be provided to those individuals via email upon request sent to: iodo@fnp.org.pl.
3. The Foundation fulfils its information obligation through an information clause made available to the Grantee, particularly in the Grant Implementation Application and on the Foundation's website at <https://www.fnp.org.pl>. The Grantee is obliged to communicate this clause to all individuals participating in the implementation of the Grant, as well as those authorised to maintain day-to-day contact under § 15(3)(1). A change to the website address specified in this paragraph does not require an amendment to the Agreement. The Foundation will inform the Grantee of the change in writing or electronically, specifying the effective date. The change becomes effective upon receipt of the information by the Grantee.
4. To the extent necessary for the purposes defined in the Agreement, the Grantee is independently responsible for ensuring that the processing of personal data complies with the Agreement and applicable legal regulations. The Grantee is also responsible for providing the information clause in compliance with applicable laws to all individuals whose data are processed in connection with the implementation of the Agreement. If, during the course of the Grant, it becomes necessary to entrust or share personal data processing, the Grantee is obliged to enter into all agreements required by law.

5. The Grantee will fulfil the information obligations related to personal data processing by adhering to the principles and content adopted by the Grantee.
6. The Foundation requires the Grantee, from the date of signing the Agreement until three years after the Grant's completion, to use the IT tools provided by the Foundation to support the processes specified by the Foundation.

§ 17.

Final Provisions

1. Any doubts arising during the Grant's implementation and related to the interpretation of the Agreement shall be resolved by the Foundation.
2. Matters not regulated by this Agreement shall be governed by the provisions of generally applicable law.
3. Disputes will be subject to resolution by the court competent for the Foundation's registered office.
4. The Agreement has been prepared in electronic form and signed with qualified electronic signatures.
5. The Agreement is concluded as of the date of signature by the last of the Parties.
6. The Attachments referred to in § 18 of the Agreement form an integral part of the Agreement.

§ 18.

List of Attachments to the Agreement

Attachments to the Agreement include:

- 1) Attachment 1 – Document confirming the authority of the Grantee's representative to act on their behalf (e.g., power of attorney, extract from the National Court Register, or other)¹⁶;
- 2) Attachment 2 – Document confirming the authority of the Foundation's representative to act on their behalf (e.g., power of attorney, extract from the National Court Register, or other)¹⁷;
- 3) Attachment 3 – List of funding reductions related to the communication obligations of EU funds beneficiaries;
- 4) Attachment 4 – Grant Implementation Application No

Foundation

Grantee

¹⁶ Copy or printout from the National Court Register system.

¹⁷ Copy or printout from the National Court Register system.