

The Call: AI Centres of Excellence

## PROJECT GRANT AGREEMENT

### Agreement No:

.....

Grant agreement for the Project: **[Project title]** ..... selected under the call ARTIQ – AI Centres of Excellence, hereinafter referred to as “the Agreement”<sup>1</sup>, concluded in Warsaw on ....., by and between:

the National Centre for Research and Development, ul. Nowogrodzka 47a, 00 – 695 Warsaw, hereinafter referred to as “the Centre”, represented by .....

under power of attorney No. .... of .....

and

1) <entity name>....., with its registered office in ..... (city), postal code ....., ..... Street, city ....., No. ...., REGON [*National Official Business Register number*]: ..... Tax Identification Number: ....., represented by: ..... (name and surname, position) under authorisation/power of attorney of ....., a certified copy of which is enclosed to the Agreement in the form of Appendix, hereinafter referred to as “the Hosting Institution”,

and

<sup>1</sup>The Agreement is the agreement for the implementation and funding of the Project provided for in Art. 41(1) of the Act.

2) <name and surname> ....., residing in ..... (postal code ....., ..... Street, Civil Registration Number/passport series and number, ....., issued by ....., valid until .....<sup>1</sup>, hereinafter referred to as “the Leader”,

Hereinafter jointly referred to as “**the Parties**”.

Acting under:

- 1) The Act on the National Centre for Research and Development of 30 April 2010, hereinafter referred to as “the Act”;
- 2) Art. 365(11) – The Higher Education and Science Law – of 20 July 2018;

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<sup>1</sup> Delete as appropriate. If the leader is granted a PESEL number, the number should be entered.

- 3) the Act on the Public Finance of 27 August 2009, hereinafter referred to as “the ufp”;
- 4) Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, hereinafter referred to as “the Regulation No 651/2014”;
- 5) the Act – The Public Procurement Law – of 11 September 2019, hereinafter referred to as “the PPL”;
- 6) Regulation of the Minister of Science and Higher Education on Granting the Public Aid via the National Centre for Research and Development, hereinafter referred to as “the MSHE Regulation”;

The Parties agree as follows:

## §1.

### Definitions

Where in the Agreement the reference is made to:

- 1) **industrial research** – it is the research mentioned in Art. 2(85) of the Regulation No 651/2014;
- 2) **Hosting Institution** – it is the Project contractor mentioned in Art. 41 of the Act<sup>2</sup>;
- 3) **funding** – it is the amount of funds granted to the Hosting Institution under the agreement from public funding;
- 4) **research unit** – it is the entity mentioned in Art. 37(1)(1) of the Act compliant with the criteria of an institution conducting research and disseminating knowledge defined in Art. 2 (83) of Regulation No 651/2014, provided that it may not be an entity pursuing the exclusive purpose of disseminating the outcomes of R&D activities on a large scale by teaching, publications or knowledge transfer;
- 5) **copies** – these are copies of documents certified on each page by a person authorised to represent the Hosting Institution or Leader, save as otherwise provided for in the Agreement;
- 6) **eligible costs** – these are eligible costs compliant with the rules defined in the *Cost Eligibility Guide* forming an appendix to the Rules and Regulations of the Call and a catalogue of eligible costs to be spent. The Cost Eligibility Guide may be updated, however, the version of the Guide valid on the day when the cost is spent is applied for the evaluation of eligibility of the costs to be spent;
- 7) **Leader** – it is the Project manager: a. having scientific achievements and international experience in the field of artificial intelligence, including successes in cooperation with business; b. who was granted a doctoral degree up to 8 years prior to the start of the selection (no earlier than on 20 September 2013); c. was not residing, working or studying in Poland during the two years prior to the start of the selection and was not managing a grant executed in Poland;
- 8) **pre-implementation works**<sup>3</sup> – these are preparatory activities for the implementation of the outcomes of R&D activities in economic activity, facilitating commercialisation of the solution

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<sup>2</sup> Ref. only to projects selected under calls.

<sup>3</sup> Pre-implementation activities need to be deleted from the Agreement if the pre-implementation works are not planned in the Project.

being the Project object (in particular, the preparation of implementation documents, patent attorney services, tests, certification, market research);

- 9) **development** – it is the experimental development mentioned in Art. 2(86) of Regulation No 651/2014;
- 10) **R&D activities** – these are the activities encompassing industrial research or development, however, the scope and type of activities (e.g., industrial research or development) to be carried out in the Project are defined in the application for funding forming Appendix No 1 to the Agreement;
- 11) **Project** – is the undertaking mentioned in Art. 2 Point 1 of the Act carried out by the Hosting Institution and the Leader under the Agreement, encompassing R&D activities; the Project may also encompass the pre-implementation works;
- 12) **scientific risk** – it is the probability that the Project's goals and objectives will not be achieved due to circumstances unpredictable at the stage of the funding application, with the Hosting Institution and Leader acting under the law, the Agreement, applicable procedures, good practices and due diligence;
- 13) **force majeure** – it is an event or series of events making the performance of obligations resulting from the Agreement impossible, and which were impossible to be predicted and prevented or counteracted by the Parties acting with due diligence;
- 14) **public funding** – it is the funding mentioned in Art. 5(1) Point 1 and 2 of the ufp;
- 15) **own contribution of Hosting Institution** – these are the financial means secured by the Hosting Institution which shall be assigned to cover eligible costs and which shall not be granted to the Hosting Institution in the form of funding (difference between amount of eligible costs and amount of funding granted to the Hosting Institution); own contribution of the Hosting Institution may not originate from public funding, including, grant/subsidy from the state budget and the budget of territorial self-government bodies, unless the manner of granting the above-mentioned grant/subsidy excludes possibility of assigning the financial means originating from them to cover the own contribution in other projects<sup>4</sup>;
- 16) **funding application** – it is the application filed by the Hosting Institution to obtain funding, which forms Appendix No 1 to the Agreement;
- 17) **payment application** – it is the document filed by the Hosting Institution, prepared in accordance with the model defined by the Centre to be used, among the others, in applications for transfer of advance payment, settling the advance payment, application for funding payment (including refund).

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<sup>4</sup> In this case it should be verified whether own contribution paid this way does not result in double funding of costs or unjustified public aid granted to entrepreneur.

## **§2.**

### **Subject of Agreement**

The Agreement defines the rules of funding granted by the Centre for the Project in the part referring to industrial research, development or pre-implementation works and the establishment of special purpose vehicles (if any) as well as the related rights and obligations of the Parties.

## **§3.**

### **Rights and Obligations of the Parties**

1. The Centre undertakes to grant the Hosting Institution the funding for the execution of the Project in terms of the research and activities defined in §5(3) of the Agreement and in the amount defined therein.
2. Making the Project available for funding means that all costs spent during its execution are considered eligible.
3. The Hosting Institution and the Leader undertake to execute the Project with due diligence, and to utilise funding in accordance with:
  - 1) the Agreement and appendices, in particular, a description given in the application for funding;
  - 2) applicable regulations of the national and Union law, including the competition and public procurement law.
4. The Hosting Institution undertakes, in particular, to:
  - 1) achieve with the Leader the intended objectives and metrics defined in the application for funding;
  - 2) in the period of eligibility mentioned in §6(1) of the Agreement, and until the Centre approves the Report on implementation of outcomes mentioned in §8(10) of the Agreement, refrain from transferring the rights, obligations or receivables arising from the Agreement to another entity without consent of the Centre and the National Centre for Research and Development provided in a written or electronic form (with a qualified electronic signature), or otherwise the consent shall be null and void;
  - 3) on defined dates, submit applications for payment and Reports to the Centre;
  - 4) immediately notify the Centre of the intention to make any legal-organisational modifications in the status that may have direct impact on Project execution and obtain consent of the Centre for making modifications in the legal-organisational status that may have direct impact on the execution of the Agreement/Project or the achievement of the Project objectives. The Centre responds within 60 days;
  - 5) employ the Project Leader under a full-time contract of employment for the entire Project duration. Remuneration due to the Leader shall be defined in the application for funding. The Leader is not allowed to carry out the Project activities in the form of subcontracting;
  - 6) pay the costs of the relocation of the Leader;

- 7) employ other members of the research team for the duration of activities carried out by them within the framework of the Project execution;
  - 8) provide own contribution for the execution of the Project in the amount of at least PLN 100,000 (in words: one hundred thousand Polish zloty)<sup>5</sup> average in each year of the Project execution. If the first and last year of the Project execution is not a full calendar year, the amount may be proportionately decreased in these years;
  - 9) pay the costs of Project execution from the own financial means of the Hosting Institution (own contribution) mentioned in Par. 4 Point 8 and from funding granted by the National Centre for Research and Development in the amount proportionate to execution of research funded by the National Centre for Research and Development and the Centre, however, the overlapping of research tasks and their double is not allowed;
  - 10) provide administrative-financial services for Project execution, including the support for the arrival and stay of the Leader in Poland – the costs are not considered as own contribution of the Hosting Institution;
  - 11) employ a full-time administration coordinator dedicated only to the Project, fluent in Polish and English – the cost is not considered own contribution of the Hosting Institution;
  - 12) supervise the Project execution and correctness of spending of financial means granted for the execution of the Project;
  - 13) communicate all requested information or documents concerning Project execution and spending of funding as well as the outcomes of the Project and their implementation to the Centre and entities authorised by the Centre, during Project execution and until the Centre approves the report on the implementation of the Project outcomes mentioned in §8(10);
  - 14) oblige the Leader to refrain from conducting activities competitive to the activities of the Hosting Institution and the provision of services, under the contract of employment or under another basis, to entity conducting such activities (non-competition obligation).
5. The Hosting Institution:
- 1) under the granted power of attorney, undertakes to represent the Leader in all matters corresponding to the performance of the Agreement and to communicate to the Leader all information concerning the performance of the Agreement (in justified cases, the Centre may also communicate to the Leader information concerning Project execution);
  - 2) undertakes to inform the Centre about all amendments to the contract of employment signed between the Hosting Institution and the Leader within 14 days from the implementation of amendments (e.g., occurrence of reasons justifying the implementation of the amendment) in the case mentioned in §16(2) Point 3 or obtain written or electronic (signed with qualified electronic signature) consent of the Centre for the implementation of amendments to the above-mentioned agreement in the cases mentioned in §16(4) Point 3;
  - 3) ensures that the employment arrangement/preliminary agreement signed between the Hosting Institution and the Leader includes provisions ensuring the correct execution of the

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<sup>5</sup> Amount of the own contribution encompasses financial part from the funds granted by the National Centre for Research and Development.

Project and performance of all obligations necessary to ensure the correct performance of the Agreement.

6. The Leader undertakes, in particular, to:
  - 1) cooperate with the Hosting Institution for the purpose of filing to the Centre the Payment applications and Reports on the defined dates;
  - 2) execute the Project in accordance with the Agreement;
  - 3) disseminate the Project outcomes in the manner agreed with the Hosting Institution;
  - 4) in the period of eligibility mentioned in §6(1) of the Agreement, and until the Centre approves the report on implementation of outcomes mentioned in §8(10) of the Agreement, refrain from transferring the rights, obligations or receivables arising from the Agreement to another entity without consent of the Centre and the National Centre for Research and Development provided in written or electronic form (with qualified electronic signature), or otherwise the consent shall be null and void;
  - 5) take up employment at the Hosting Institution and carry out the scientific-research activities under the Project. The Leader shall provide the Hosting Institution with services for 100% of the Project execution time. The period includes official trips necessary for Project execution, in particular, concerning participation in scientific conferences or running searches. The mentioned time includes official trips documented with travel assignment directly related to the executed Project, leaves and other justified absences regulated under Polish law.
7. The Centre shall not be held responsible towards the Leader for the failure of the Hosting Institution to perform the obligations arising from the Agreement, and the Centre shall not be held responsible towards the Hosting Institution for the failure of the Leader to perform obligations arising from the Agreement.
8. The Hosting Institution and the Leader agree to communicate all information on the Project execution, including application for funding, the review of it, the Agreement, Reports, and other documents concerning the executed Project, to the public administration bodies, including bodies of legal protection or entities authorised by them, for the purposes relating to the activities conducted by these bodies or entities.

#### **§4.**

##### **Intellectual Property Rights and implementation of the Project outcomes**

1. The Hosting Institution and the Leader undertake to execute the full material scope of the Project. The Hosting Institution undertakes to implement the outcomes of R&D activities within two years from the completion of the Project and in accordance with the application for funding. If the Leader becomes the subject of a part of property rights to the outcomes of the Project, the Leader shall cooperate with the Hosting Institution in the performance of the obligation mentioned in the preceding sentence.
2. Property rights to the Project outcomes, in particular, copyright property rights, a patent right to invention or a protective right to utility model, rights from the registration of industrial design or

integrated circuit and rights to cultivated or discovered and plant species obtained by a horticulturist as well as related access rights are granted to the Hosting Institution. The division of rights to the Project outcomes between the Hosting Institution and the Leader may be agreed by the Parties under a separate agreement. If no agreements are made, generally applicable provisions of law are valid.

3. The Hosting Institution may start the implementation of the outcomes of R&D activities prior to the completion of Project execution.
4. Disposal of rights to R&D activities for re-selling them is not considered the implementation of the outcomes of R&D activities<sup>6</sup>.
5. Sale of rights to the outcomes of R&D activities or granting the license for the use of rights of the Hosting Institution to the outcomes of R&D activities in an economic activity conducted by another entrepreneur should be made at market prices<sup>7</sup>.
6. Agreement on the sale of rights to the outcomes of R&D activities or granting the license for the use of the rights includes, in particular, the following elements:
  - 1) guaranteed price of sale of rights to the outcomes of R&D activities or granting the license for the use of rights of the Hosting Institution to the outcomes at the market level;
  - 2) obliges the buyer/licensee to implement the outcomes of R&D activities in its activities by initiating the production or provision of services based on the Project outcomes;
  - 3) prohibits the same of rights to the outcomes of R&D activities to third party (for sale agreement)<sup>8</sup>;
  - 4) defines the period in which the outcomes of R&D activities are to be implemented in the economic activities of the buyer/licensee;
  - 5) obliges the buyer/licensee to submit the representation on implementation of the outcomes of R&D activities to its economic activities at the latest within a year from the date of conclusion of the agreement for the sale of rights to the outcomes of the activities/agreement for granting the license for the use of rights of the Hosting Institution to the outcomes, or at the latest within a year from the Project completion if an agreement for sale of the outcomes of R&D activities/agreement for granting the license for the use of rights of the Hosting Institution to the outcomes was signed during the Project execution.

## **§5.**

### **Project and Funding Value**

1. The total cost of the Project execution in terms of industrial research, development or pre-implementation works and establishing the special purpose vehicles (if any) amounts to **PLN** ..... **(in words: ..... Polish zloty).**
2. The total amount of eligible costs amounts to **PLN** ..... **(in words: ..... Polish zloty),** however:
  - 1) the maximum amount of the costs eligible to support industrial research is **PLN** ..... **(in words: ..... Polish zloty);**

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<sup>6</sup> Further sale of rights to R&D activities is admissible subject to implementation of outcomes by the original buyer in own economic activity.

<sup>7</sup> See footnote no 8.

<sup>8</sup> See footnote no 8.

- 2) the maximum amount of the costs eligible to support development is **PLN** ..... **(in words: ..... Polish zloty);**
  - 3) the maximum amount of costs eligible to support pre-development activities is **PLN** ..... **(in words: ..... Polish zloty);**
  - 4) the maximum amount of costs eligible to support establishment of special purpose vehicles is **PLN** ..... **(in words: ..... Polish zloty).**
3. Under conditions defined in the Agreement, the Centre grants the funding in an amount not exceeding **PLN** ..... **(in words: ..... Polish zloty),** however:
    - 1) the maximum amount of funding for industrial research is **PLN** ..... **(in words: ..... Polish zloty);**
    - 2) the maximum amount of funding for development is **PLN** ..... **(in words: ..... Polish zloty);**
    - 3) the maximum amount of funding for pre-implementation works is ..... **PLN** **(in words: ..... Polish zloty);**
    - 4) the maximum amount of funding for establishment of the special purpose vehicles is **PLN** ..... **(in words: ..... Polish zloty).**
  4. Costs exceeding the total amount of the eligible costs defined in Par. 2, including the costs arising from an increase in the total cost of the Project after signing the Agreement, shall be paid by the Hosting Institution, and shall be considered non-eligible costs.
  5. The Hosting Institution shall ensure the funding of costs in the form of the required own contribution and non-eligible costs necessary to individually execute the Project.
  6. If the amount of eligible costs qualified for support, arising from a modification in the Project scope is changed, the amount of funding granted may be lower.
  7. Research unit executes the Project under non-economic activity, does not receive public aid and may receive funding up to 100% of eligible costs.
  8. Funding is transferred to the bank account of the Hosting Institution number ..... The Hosting Institution shall establish the selected bank account to service the Project.
  9. Until the receipt of a refund or advance payment, the Hosting Institution shall finance the Project execution from its own financial assets.
  10. Funding for pre-implementation works is transferred, after the Report is successfully assessed, after completion of the research part of the Project. Until successful assessment of the Report prepared after completion of the research part of the Project, the Hosting Institution shall finance the pre-implementation works from its own financial assets.



## **§6.**

### **Cost Eligibility**

1. The period of eligibility of costs for the Project is the period of Project execution starting on the day of ..... and ending on the day of .....<sup>9</sup>.
2. Costs paid in the Project are compliant with the following conditions:
  - 1) necessary to achieve the Project objectives;
  - 2) compliant with the Project budget;
  - 3) booked and documented in accordance with accounting regulations and accounting policy applied by the Hosting Institution;
  - 4) paid in the Project execution period mentioned in Par. 1;
  - 5) paid in accordance with the rules of rational financial economy, in particular, the most advantageous relation of expenditures to outcomes;
  - 6) paid in accordance with the Cost Eligibility Guide;
  - 7) paid in accordance with the rules defined in §9.
3. The execution of the Project started by the Hosting Institution before the dates defined in §13(4) shall make all costs paid prior to these dates non-eligible.
4. The costs of implementation of the outcomes of R&D activities are not eligible costs.
5. If the Agreement is terminated under §13(3) of the Agreement, the Centre may consider all costs paid by the Hosting Institution under the Project or part of such costs as non-eligible.
6. If own contribution is not provided or if own contribution provided by the Hosting Institution is not properly documented, the Centre has the right to call for the refund of a part of the funding in an amount proportionate to the part of unprovided or incorrectly documented own contribution.
7. Prolonged execution of the Project due to the absence of the Leader arising from long-term leave (maternity, paternity or parental leave) or long-term sick leave, and in the case of the occurrence of fortuitous events that could not have been predicted on the day of signing the Agreement, is admissible only upon consent of the Centre and the National Science Centre and annexing the Agreement. The total period of the prolongation of Project execution may not exceed 24 months.

## **§7.**

### **Conditions and Form of Funding Transfer**

1. Payment of funding to cover general costs depends on demonstrating the direct costs.
2. The first advance payment for the Project execution, amounting to up to 100% of the instalment of financial resources planned in the payment schedule for a given financial year<sup>10</sup>, is paid to the Hosting Institution within 30 days from the day of signing the Agreement, provided that the

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<sup>9</sup> Dates encompassing also the basic research need to be specified.

<sup>10</sup> Financial year is the calendar year.

guarantee<sup>11</sup> mentioned in §17(2) of the Agreement is established, and subject to §17(4) of the Agreement. If the date of the Project start falls later than within 90 days from signing the Agreement, the first advance payment is paid to the Hosting Institution 14 days from the start of the Project execution, provided that the guarantee<sup>12</sup> mentioned in §17(2) is established, and subject to §17(4) of the Agreement. the next instalment of financial means planned in the payment schedule in a given financial year is paid out under the payment application<sup>13</sup> filed by the Hosting Institution subject to Par. 3. In justified cases, the Centre may change amounts of instalments of advance payment or refund, depending on the financial standing of the Centre or the Hosting Institution.

3. The next advance payment is paid out only under evidence of paid costs, constituting at least 70% of all transferred advance payments.
4. To receive the next advance payment, after the condition mentioned in Par. 3 is complied with, or to receive the refund of paid costs, the Hosting Institution shall submit the payment application to the Centre in (electronic form with qualified electronic signature or in another form defined by the Centre) no later than until 31 May of a given financial year for the first payment instalment, and until 31 October of a given financial year for the second payment instalment.
5. The Hosting Institution, notified by the Centre about errors or deficiencies in submitted payment application, shall eliminate them within 14 days from the date of notification. The Centre may make additions and corrections of editorial and financial nature in the payment application and reports, which do not require approval of the Hosting Institution. The Centre notifies the Hosting Institution about the scope of corrections and additions made.
6. Failure of the Hosting Institution to eliminate errors and deficiencies found in the payment application/reports may justify the rejection of the application and suspension of funding payment or acceptance of the payment application only in the amount of properly eligible costs.
7. The Centre verifies application for payment within 60 days from receipt of the correct and complete payment application. The financial means are paid out when the payment application is approved. The advance payment or payment of cost refund shall not be interpreted as approval of costs paid and evidenced in the payment application. In the framework of verification of payment application, the Centre may request the Hosting Institution to hand over, at define date, documentation necessary to confirm eligibility of costs defined therein, and in particular, facilitating verification of spending of the financial means mentioned in §6(2) of the Agreement. The period of 60 days for approval of the correct and complete payment application is suspended in the Hosting Institution is requested to make additions, corrections, or additional clarifications necessary to verify documentation confirming the eligibility of costs.
8. The received financial means, unused in a given financial year, may be used in the next financial year of the Project execution without the necessity of annexing the Agreement.
9. If the payment application is not filed on the date specified in Par. 4, the Hosting Institution shall submit the corrected payment schedule (until 31 May and 31 October of a given financial year).

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<sup>11</sup> If applicable.

<sup>12</sup> If applicable.

<sup>13</sup> Application for advance payment or refund, prepared acc. to a model published on webpage of the Centre [www.ncbr.gov.pl](http://www.ncbr.gov.pl).

The failure to make the appropriate corrections to the payment schedule may mean that the Centre shall update the payment schedule which shall not modify the above-mentioned material scope of the Project.

10. If the bank account number is changed, the Hosting Institution shall immediately notify the Centre about the change via electronic route (with qualified electronic signature) at the latest on the day of filing the payment application. Change of bank account number does not require annexing the Agreement.
11. If the Centre makes payment to a bank account with an erroneous number due to the failure to observe the obligation mentioned in Par. 10, the costs of repeated bank transfer and all consequences of claiming the financial means forming illegal enrichment of third party, including consequences of losing them by the Centre, are the responsibility of the Hosting Institution. The Hosting Institution shall be held responsible jointly with the illegally enriched third party, and at the request of the Centre, shall reimburse the Centre all financial resources transferred to an erroneous bank account. When all financial assets are reimbursed, the Centre represents that the Hosting Institution is granted with the title to recourse financial claims against illegally enriched entity.
12. Revenues from the sale of scientific-research instruments or produced from financial resources forming the funding, obtained during the Project execution period, should be listed in the Final report and are reimbursable to the bank account of the Centre.
13. The sum of bank interest on the amount of funding transferred for the execution of the Project is listed by the Hosting Institution in the Final report and is reimbursed to bank account of the Centre.
14. After completion of the Project, the part of funding unused by the Hosting Institution shall be reimbursed to the bank account of the Centre, with the interests mentioned in Par. 13, within 30 days from the completion of the Project.
15. The Hosting Institution shall have documents confirming the costs paid for the execution of the Project. The documents should be prepared and kept in accordance with legal regulations. An original copy of an accounting document should be marked with the following information: Agreement No., the relevant cost category, number of task/stage<sup>14</sup> carried out in the Project and amount of eligible costs.
16. The Hosting Institution shall keep separate accounting records of financial means by cost nature and analytical division of costs, facilitating identification of financial means spent on Project execution. If, in accordance with the applicable law, the Hosting Institution is not bound to keep the above-mentioned records, pursuant to Par. 15, the Hosting Institution shall keep the records with an appropriate description, facilitating the identification of financial resources spent on Project execution.
17. The Centre has the right to audit the documentation mentioned in Par. 15 at any time and at any stage or phase of the Project, and until the Centre approves the Report on the implementation of the Project outcomes mentioned in §8(8).

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<sup>14</sup> If applicable.

18. Approval of the payment application or the Report mentioned in §8(1) of the Agreement neither abolishes nor affects the opportunity of making contrary arrangements and results of the audits mentioned in Part 17.
19. Payment of funding depends on whether the Centre receives the designated subsidy from the state budget mentioned in Art. 46(1) Point 1 of the Act.
20. The Centre may request an evaluation of the Project and payment application submitted for verification to an external entity to obtain an expert opinion.
21. The Hosting Institution shall make available to the Centre, or institution authorised by the Centre, at its head office (one room) the ordered and correctly described documentation mentioned in Par. 15 for the purposes of verification. At the request of the Centre, the Hosting Institution shall hand over the subject documentation to the Centre in a form and on a date specified by the Centre.

## **§8**

### **Monitoring of the Project Implementation**

1. The Hosting Institution submits to the Centre the following documents facilitating the monitoring, reporting and verification of the proper execution of the Agreement (Reports) in accordance with a model published on the Centre's webpage on <http://www.ncbr.gov.pl> and in the form defined therein:
  - 1) Interim Report;
  - 2) Information on the value of metrics achieved in a given calendar year;
  - 3) Report following the completion of the scientific part of the Project;
  - 4) Final Report;
  - 5) Report on the implementation of the Project outcomes.
2. The Hosting Institution attaches to the Reports information specified by the Centre for the purpose of evaluation.
3. The Interim Report documents the progress of the Project in a given reporting period. The Interim Report is submitted until 31 March each year. The first Interim Report is submitted for the calendar year when the Project execution period was equal to at least 8 months, starting from the day of starting the Project mentioned in §6(1) of the Agreement, 30 days from the day of completion of a given reporting period.
4. If, in accordance with the Agreement, the Project execution period ends not later than on 30 April of a given calendar year, the Interim Report for the preceding year is not required.
5. If the Project includes pre-implementation works, the Hosting Institution shall submit an additional Report after completion of the scientific part of the Project, namely, R&D activities, within 30 days from the end of the activities. In such a case, if the Hosting Institution shall submit the Interim Report in accordance with Par. 3, the Hosting Institution does not have to submit the Interim Report.

6. The Hosting Institution shall submit to the Centre information on the value of metrics achieved in a given calendar year accompanied by a certifying document. The information is submitted in accordance with a model published on the webpage of the Centre within 14 days from the end of that calendar year.
7. The Final Report includes the report on execution of the Project with a description of outcomes of the Project and the final financial settlement of the Project. The Final report is submitted within 60 days from the day of completion of the Project.
8. The Hosting Institution submits to the Centre the Report on the implementation of the Project outcomes in accordance with a model published on the webpage of the Centre <http://www.ncbr.gov.pl> within the period of up to 30 days after the expiry of 2 years from the completion of the Project mentioned in §6(1) of the Agreement. In the cases defined in §4(5), the Hosting Institution shall attach to the Report on the implementation of the Project outcomes copies of the agreements mentioned in §4(6). The Hosting Institution hands over to the Centre copies of appendices to the signed agreements mentioned in §4(6) within 14 days of signing them.
9. The Report on the implementation of outcomes of the Project includes a report on the dissemination of outcomes of R&D activities. In the Report, the Hosting Institution identifies the forms of dissemination of the outcomes and documents confirming that the information was published, in particular:
  - 1) confirmation of participation in the conference with the agenda, including an item referring to the presentation of the outcomes of the supported Project;
  - 2) confirmation of publication in scientific or technical journals enrolled on the list published by the Ministry of Education and Science (copy of a journal);
  - 3) identification of a webpage which provides a database ensuring free access to raw research data is made available;
  - 4) handing over a data carrier with free of charge software or with software with open access license.
10. If implementation takes the form of the sale of rights to the outcomes of R&D activities or granting the license for use of the rights of the Hosting Institution to the outcomes, the Hosting Institution encloses to the Report on implementation a declaration on the implementation of outcomes of the activities in the economic activities of the buyer/licensee.
11. The Centre is authorised to request the Hosting Institution to submit additional clarifications or additions to the submitted Report. The Hosting Institution shall provide the information mentioned in the preceding sentence within 14 days from the receipt of the notification sent by the Centre.
12. If the Centre finds irregularities in Reports or appendices to the Reports submitted by the Hosting Institution, the Hosting Institution shall eliminate such irregularities within 14 days from the receipt of notification.
13. Evaluation of the Interim Report and the Report after the completion of the scientific part of the Project, carried out by the Centre, is aimed, in particular, at identifying whether:

- 1) the Project is executed in accordance with the Agreement;
  - 2) the continuation of the Project leads to the achievement of the intended outcomes and objectives of the Project.
14. Evaluation of the Final report, carried out by the Centre, encompasses an audit of the Project's compliance with the conditions defined in the Agreement and is aimed at identifying whether the Project may be considered:
- 1) completed;
  - 2) completed, with the call to reimburse the unused or incorrectly used funding with interests calculated as arrears from the day when the Hosting Institution received the funding until the day of reimbursement;
  - 3) not fully or partially completed with the simultaneous call to reimburse the unused or incorrectly used funding with interests calculated as arrears from the day when the Hosting Institution received the funding until the day of reimbursement, or without the call to reimburse of funding in the cases mentioned in §14(6).
15. Each year of the Project execution, the Hosting Institution shall submit to the Centre a copy of the R&D report<sup>15</sup> for a given year, immediately after the submission of the Report to Statistics Poland. If the R&D Report was already submitted to the Centre due to an obligation arising from another agreement, the Hosting Institution shall notify the Centre of the submission of the R&D Report and identify the agreement number referred to in the submitted report.
16. If the then current execution of the Project indicates the lack of opportunity to achieve the intended Project outcomes and objectives, in particular due to events of force majeure, scientific risk and difficult to be predicted or unpredictable change in social-economic relations, making the Project unfeasible or inexpedient from the point of view of public interest, the Hosting Institution shall immediately notify the Centre about this and to submit the documented application for the termination of the Project.
17. If the Centre approves the application mentioned in Par. 16:
- 1) the Hosting Institution shall reimburse the part of the funding unused for Project execution to the bank account of the Centre within 14 days from the day when the Hosting Institution received the letter confirming that the Centre approved the termination of the Project;
  - 2) the Hosting Institution submits to the Centre (in the form defined in Par. 1) the Final report within 60 days from the day when the Hosting Institution received the letter confirming that the Centre approved the termination of the Project;
  - 3) subject to §14(6) and if the carried out analysis shows that failure of the Project does not result from illegal action or neglect of the Hosting Institution, the Hosting Institution shall receive the funding in proportion to the scope of activities arising from the rule stating that the amount of funding is calculated under costs eligible for support actually spent by the Hosting Institution.

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<sup>15</sup> The report on scientific and development activities (R&D) is submitted to Statistics Poland under the Act on Public Statistics of 29 June 1995.

18. If the Centre finds that the then current execution of the Project demonstrates a lack of opportunity to achieve the intended Project outcomes and objectives, in particular due to events of force majeure, scientific risk and difficult to be predicted or unpredictable change in social-economic relations, making the Project unfeasible or inexpedient from the point of view of public interest, the Centre may decide to cease further execution of the Project. In the case mentioned in the preceding sentence, the Hosting Institution is not entitled to compensation – the Hosting Institution relinquishes all financial claims arising from decision of the Centre to cease the further execution of the Project.
19. If the Centre takes the decision mentioned in Par. 18, provisions of Par. 17 shall be applied accordingly.

## **§9**

### **Competitiveness of Costs**

1. The Hosting Institution prepares and carries out the public procurement procedure in a manner ensuring fair competition, equal treatment of contractors, transparency, clarity of procedure and effectiveness understood as purposeful and economical expenditure.
2. The Hosting Institution awards contracts in the following way:
  - 1) if the Hosting Institution is obliged to award contracts under Art. 4 - 6 of the LLP Act or is obliged to apply the LLP Act in the procedure of awarding contracts under the Project under other legal acts, provisions of the LLP Act valid on the day of instigation of the procedure are applied. If the Hosting Institution, under the Project, awards contracts whose net value, i.e., excluding tax on goods and services (VAT), does not result in the necessity of applying the LLP Act valid on the day of instigation of the procedure, the Hosting Institution shall apply the procedure defined in Par. 5;
  - 2) if the Hosting Institution is an entity different than that named in Point 1, the Hosting Institution shall award contracts under the procedure described hereunder.
3. The Hosting Institution determines the value of the public contract with due diligence, subject to compliance with all of the following criteria:
  - 1) services, supplies and construction works are identical in terms of type and function;
  - 2) a contract may be awarded at the same time;
  - 3) a public contract may be carried out by one contractor.
4. The Hosting Institution ensures that all contractors have identical access to information on a given contract and that none of the contractors is privileged against the others, and the procedure is rendered in a transparent manner.
5. The Hosting Institution mentioned in Par. 2 Point 2, while awarding contracts with a value exceeding PLN 10,000 (in words: ten thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT), but is lower than PLN 130,000 (in words: one hundred and thirty thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT), and the Hosting Institution mentioned in Par. 2 Point 2, while awarding public contracts the value of which exceeds PLN 10,000 (in words:

ten thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT), but below the value on which the LLP Act valid on the date of instigation of the procedure need to be applied, the Hosting Institution applies a simplified procurement procedure ensuring the observance of the rule of transparency, rationality, effectiveness, impartiality and objectivity. The simplified procedure is to confirm that a given service, supply or construction work was provided at market price and assumes the form of a documented analysis of at least two proposals or pricelists of potential contractors – with the analysed proposals or pricelists, considering the relations mentioned in Par. 12.

6. The Hosting Institution mentioned in Par. 2 Point 2, while awarding contract the value of which exceeds or is equal to PLN 130,000 (in words: one hundred and thirty thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT), shall publish a request for proposal on its webpage and sent the proposal to at least three potential contractors. The request for proposal should include at least:
  - 1) a description of the contract object,
  - 2) the date of contract execution,
  - 3) the evaluation criteria for proposals,
  - 4) the date for the submission of proposals.
7. The Hosting Institution defines the criteria for the evaluation of the proposals mentioned in Par. 6 Point 3. The criteria of evaluation of proposals are linked with the contract object. The criteria provide potential contractors with equal, non-discriminatory access to procurement.
8. The Hosting Institution defines the date for submission of the proposals mentioned in Par. 6 Point 4, taking into account the time necessary to prepare and submit a proposal.
9. Non-observance of the procedures defined in Par. 5 Point 6 is possible in the awarding of contracts in the following cases:
  - 1) as a result of the rendering of the procedure defined in Par. 6, no proposal was submitted or only rejectable proposals were submitted or all contractors were excluded from the procedure or did not comply with the conditions of participation in the procedure, subject to the fact that the original procurement conditions were not modified to a significant extent;
  - 2) procurement may be conducted only by one contractor for one of the following reasons:
    - a) no competition (other potential contractors) due to objective, technical reasons of objective nature,
    - b) procurement object is covered by the exclusive rights protection, including intellectual property rights;exclusion may be applied unless an alternative or replacement solution is available, and lack of competition (other potential contractors) does not result from artificial narrowing of procurement parameters;



- 3) in the case of contracts to which the Hosting Institution mentioned in Par. 2 Point 2, is obliged to apply the procedure described in Par. 5 and Par. 6 due to urgent, objective and unforeseen need, not resulting from reasons for which the Hosting Institution is responsible;
- 4) procurements relating to services provided under R&D activities, conducted under the Project by natural persons named in application for the Project funding, having the necessary qualifications facilitating the performance of R&D activities in accordance with the application.

Public contract awarded without the application of the procedures mentioned in Par. 5 and 6 requires written or electronic – signed with qualified electronic signature – justification stating the reasons for withdrawal from the procedure, taking into consideration Par. 12.

10. The Hosting Institution mentioned in Par. 2 Point 2 shall publish information on the outcome of the procurement procedure for the award of public contract the value of which exceeds PLN 130,000 (in words: one hundred and thirty thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT).
11. In procurement procedures for the award of a public contract the value of which is higher or equal to PLN 130,000 (in words: one hundred and thirty thousand Polish zloty) net, i.e., excluding tax on goods and services (VAT), the Hosting Institution mentioned in Par. 2 Point 2 shall prepare written or electronic – signed with qualified electronic signature – protocol on procurement procedure for the award of a public contract encompassing at least:
  - 1) estimated contract value,
  - 2) request for proposal,
  - 3) printout from the webpage where the request was published,
  - 4) confirmation of sending the request to at least three contractors,
  - 5) received proposals,
  - 6) results of the procedure.
12. The Hosting Institution may award a public contract under the procedure defined in Par. 5 and 6 to contract affiliated to the Hosting Institution only upon consent of the Centre provided in an electronic form (with a qualified electronic signature). The affiliated contractor is an entity being:
  - 1) an affiliated or subsidiary entity, partly owned subsidiary or dominant entity of the Hosting Institution as interpreted in the Act on Accounting of 29 September 1994;
  - 2) an entity being in factual or legal relation with the Hosting Institution or members of their bodies from which reasonable doubts concerning objectivity of selection of supplier of goods and services may arise, in particular, in the form of marriage, kinship or affinity to the second degree, adoption, care of guardianship, also by membership in bodies of supplier of goods or services;
  - 3) affiliated or partner entity towards the Hosting Institution as interpreted in Regulation No 651/2014;

- 4) affiliated to the Hosting Institution in person, as interpreted in Art. 32(2) of the Act on Tax on Goods and Services of 11 March 2004.
13. If the Hosting Institution violates the rules or procedure for the award of public contract, the Centre considers all or part of costs related to the procurement as non-eligible by applying, respectively, provisions of Regulation issued under Art. 24(13) of the Act on the Rules of Implementation of Programmes in the Scope of Cohesion Policy Funded under Financial Perspective 2014-2020 in version valid on the day of instigation of public procurement procedure.
14. The Hosting Institution may sign agreement with affiliated entity after receipt of consent of the Centre allowed in electronic form (with qualified electronic signature). The Hosting Institution applies to the Centre with request for consent if it is justified by advisability or profitability.
15. The rules of awarding public contract mentioned in Par. 12-13 are not applicable in the cases mentioned in Art. 9-14 of the LLP Act.
16. The Hosting Institution not obliged, under relevant regulations, to sign agreements in Polish language is obliged, at request of the Centre and if agreement with contractors is signed in foreign language, to prepare certified translation into Polish language.

#### **§10.**

##### **Promotion and Information**

1. The Hosting Institution is obliged to publicly announce the fact of receiving funding for the Project from the Centre in the Project duration and after its completion.
2. The Hosting Institution shall apply the rules defined in *“Instructions for promotion of projects funded by the National Centre for Research and Development”* and *“Instructions for observance of information obligations of beneficiaries of programmes funded from the state budget or the state funds of the defined purpose”* published on the <http://www.ncbr.gov.pl> website.
3. Upon request of the Centre, the Hosting Institution shall prepare photographic documentation and general information of the Project and outcomes of it not forming business secret as interpreted in the Act on Against Unfair Competition of 16 April 1993. The information may be used for information-promotional purposes, including in form of generally available publications.

#### **§11.**

##### **Document Auditing and Keeping**

1. Inspections and audits of the Project are carried out in accordance with the provisions of the Agreement.
2. The Hosting Institution shall refer itself to inspection and audit in terms of the Agreement performance, carried out by the Centre or other authorised institutions, at any moment of the Project duration until the Centre approves the Report on implementation of the Project outcomes mentioned in §8(8).
3. While observing the obligation mentioned in Par. 2, the Hosting Institution, at its own cost:

- 1) informs controllers about all locations (areas, rooms) where the Project is executed and where the Project documentation is kept;
  - 2) in accordance with §7(21) and upon request of controllers, submits all documents related to the Project and the Agreement, and provide them with access to computer accounting system and to all documents and computer files as well as other carriers related to financial and technical management of the Project, including all Confidential information concerning the Project (documents not directly related to the Project execution need to be made available if it is necessary to define eligibility of the Project costs);
  - 3) provides controllers with access to all areas and rooms where the Project is executed and facilitates visual inspection of fixed assets purchased, depreciated or produced under the Project;
  - 4) provides, in time of audit, oral and written clarifications concerning the Project and ensures, at its own cost, presence of competent persons who shall provide controllers with clarifications on spending the financial means and other issues concerning the Project;
  - 5) hands over, upon request of controllers, extracts, declarations, printouts, and copies of documents concerning the Project and ensures that person authorised to certify copies shall be present in time of audit.
4. Audits in place of the Project execution are carried out under written or electronic (with qualified electronic signature), personal authorisation to carry out the audit.
  5. In justified cases, including due to complexity of documentation or urgent need for clarifications to be provided by the Hosting Institution on substantial matters, the Centre may extend the period for auditing.
  6. Controllers are authorised to record audit activities during audit by taking photographs, making film, or recording the sound – in scope compliant with the audit object.
  7. Failure of the Hosting Institution to execute any of the obligations mentioned in Par. 3 shall be considered and making the audit difficult or impossible.
  8. The Hosting Institutions is notified about scheduled audit not later than within 5 days prior the start of it. The notification is served via standard postal service and may be also sent electronically.
  9. After the end of audit, the audit report is made, signed by authorised persons, and handed over to the Hosting Institution in 2 copies. One copy of the audit control is handed over by the Hosting Institution to the Centre.
  10. The Hosting Institution has the right to report, within 14 days from receipt of the audit report, the justified objections to the protocol prepared in writing or in electronic form (with qualified electronic signature). Upon request of the Hosting Institution, filed prior to expiry of the period for reporting objections, the Centre may extend the period for limited time.
  11. The Centre has the right to correct obvious errors found in the audit report at any time, officially or upon request of audited entity. Information on the scope of corrections is handed over to the Hosting Institution without delay.
  12. While objections are considered, the Centre has the right to carry out additional audit activities or request submission of documents and additional clarifications in writing or in electronic form (with qualified electronic signature) or in the form of a document (i.e., by means of electronic mail).

13. The objections mentioned in Par. 10 may be withdrawn at any time. The withdrawn objections are unconsidered.
14. In the case of refusal to sign the audit report, the Hosting Institution hands over justification, prepared in writing or in electronic form (with qualified electronic signature) with 1 copy of unsigned audit report within 14 days from acceptance of the audit report by the Hosting Institution.
15. After consideration of objections, the Centre prepares the final audit conclusions encompassing corrected audit findings or opinion, prepared in writing or in electronic form (with qualified electronic signature), on reported objections with justification of refusal to correct findings. The final audit conclusions are handed over to the Hosting Institution.
16. If necessary, the audit conclusions are complemented with post-audit or other recommendations. Conclusions on the audit include the date on which the Centre was served with information on the method of carrying out the post-audit or other recommendations. The date is set taking the account of the nature of such recommendations.
17. Objections to the final audit conclusions may not be submitted.
18. Submission of the objections mentioned in Par. 10 or refusal to sign the protocol do not hold the obligation to execute the recommendations.
19. On the set date, the Hosting Institution notifies the Centre on the manner in which post-audit or other recommendations should be implemented.
20. If any objections to correctness of costs spent and eligible for support of the manner of the Agreement performance are reported, the Centre notifies the Hosting Institution about it in writing or in electronic form (with qualified electronic signature) and is authorised to hold payment of funding until objections are finally clarified.
21. If any irregularities are found in time of inspection examining correctness of costs spent and qualified for support, the Centre, institution authorised by the Centre, or another institution authorised to carry out the audit under separate regulations, may carry out the audit aimed at repeated verification of eligibility of costs and correctness of the Agreement performance.
22. During Project audit on site, the Centre, or another institution authorised to carry out the audit under separate regulations, may verify whether the Hosting Institution acquired the right to decrease the amount of tax on goods and services (VAT) by charged VAT.
23. In the Centre is notified about suspicion of irregularities in the Project execution or occurrence of other, important neglects faulted by the Hosting Institution, the Centre or another authorised institution may carry out the *ad hoc* audit without the notification mentioned in Par. 8. The *ad hoc* audit may also result from the necessity of urgent examination of facts or events. Provisions of Art. 1-7 and 9-20 shall be applied to the *ad hoc* audit accordingly.
24. The Hosting Institution shall hand over to the Centre copies of post-audit information and post-audit recommendations or other equivalent documents prepared by auditing institutions if outcomes of audit refer to the Project within 7 days from the day of receipt of the documents.
25. The Hosting Institution shall keep all data relating to the Project execution, in particular, documents concerning financial and technical management, procedures for signing agreements with contractors, in a manner securing the appropriate safety of information and for a period no

shorter than until the Centre approves the Report on the implementation of the Project outcomes mentioned in §8(8) <sup>16</sup>.

26. The period mentioned in Par. 25 is the minimum period. The Centre may extend the period in which the Hosting Institution shall keep documentation relating to the Project, and the Hosting Institution is notified about it.
27. If the Hosting Institution suspends or ceases its activity before expiry of the period during which the Hosting Institution is obliged to keep documents, the Hosting Institution undertakes to immediately and in writing notify the Centre about the place of archiving of documents concerning the Project.

## **§12.**

### **Project Audit**

1. The Project the funding for which exceeds PLN 3 million is subject to mandatory external audit.
2. Audit is considered as eligible cost proportionate to the value of part of the Project funded by the Centre if the it was started after spending of at least 50% of costs planned for the Project and executed in accordance with *"Instructions for entities auditing the research-development projects"* prepared by the Centre and published on webpage of the Centre [www.ncbr.gov.pl](http://www.ncbr.gov.pl), subject to Par. 3.
3. If the Agreement is terminated or funding is ceased, the Project audit shall be the eligible cost if the conditions defined in §6 of the Agreement are complied with. If the reasons independent on the Hosting Institution, mentioned in §13 Par. 9 and §14 Par. 5 of the Agreement occur, the Project audit may be the eligible cost even if it is carried out before spending of 50% of costs planned in the Project.
4. The Hosting Institution hands over to the Centre the Audit report and the Final report. The Hosting Institution shall observe recommendations effecting from the audit and include them in the Final report.
5. The Report mentioned in Par. 4 is kept by the Hosting Institution in the period mentioned in §11(25) of the Agreement and makes it available upon each request of the Centre.
6. The Report mentioned in Par. 4 shall constitute verification of the Project eligible costs if the audit was carried out in accordance with *"Instructions for entities auditing the research-development projects."*
7. The Hosting Institution selects auditing entity observing the rules mentioned in §9 of the Agreement and has to ensured that the audit shall be carried out by auditor fulfilling the conditions defined in Art. 286 of the ufp. Entity or auditor dependent on audited entity, or entity or auditor examining financial statement of audited entity in period of 3 years prior to audit, may not be the auditing entity or the auditor.

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<sup>16</sup> Due to reading of Art. 12 of Regulation No 651/2014, in the case of projects under which public aid is granted, keeping the documents concerning the Project in period of 10 years from the day of receipt of the last aid granted under the programme in the case of the necessity of making the documents available to institutions authorised to verify the granted public aid other than the Centre.

### **§13.**

#### **Procedure and Conditions of Agreement Termination or Funding Suspension**

1. The Agreement may be terminated by each Party with observance of monthly notice of termination. Termination is made in writing or in electronic form (with qualified electronic signature) or otherwise is null and void and has to include reasons for which the Agreement is terminated.
2. The Centre may suspend funding or terminate the Agreement under monthly notice of termination, in particular, in the following cases:
  - 1) the Hosting Institution refuse to submit itself to audit or makes the audit difficult or do not implement post-audit recommendation on the set dates;
  - 2) the Hosting Institution introduced in its legal-organisational status the amendments jeopardising performance of the Agreement or which may affect execution of the Project or achievement of the Project objectives;
  - 3) the Hosting Institution did not submit payment application or Report on the set date;
  - 4) the Hosting Institution did not correct payment application of Report with errors and omission at the set date;
  - 5) the Hosting Institution did not submit information and clarifications on the Project execution;
  - 6) the Hosting Institution did not undertake promotional activities for the Project in the manner defined in the Agreement;
  - 7) The Report mentioned in §8 of the Agreement is negatively evaluated;
  - 8) further execution of the Project by the Hosting Institution is impossible or unintentional;
  - 9) event of force majeure occurred which affects or may affect execution of the Project or achievement of the Project objectives;
  - 10) the Hosting Institution does not observe the obligations defined in §3(4) of the Agreement;
  - 11) the Hosting Institution did not ensure the audit of the Project mentioned in §12 of the Agreement;
  - 12) the Hosting Institution did not sign annex to the Agreement in the case mentioned in §16(8).
3. The Centre may suspend funding or terminate the Agreement with immediate effect if:
  - 1) the Hosting Institution did not start the Project in period longer than 90 days from the Project start date defined in the Agreement;
  - 2) the Hosting Institution ceased the Project or executes the Project contrary to the Agreement or violating legal regulations;
  - 3) there is no progress in the Project execution as compared to dates defined in the funding application which raises reasonable suspicion that the Project will not be executed, or its objectives will not be achieved;
  - 4) the Hosting Institution ceased its activity, liquidation, restructuring procedure against the Hosting Institution was instigated or the Hosting Institution is under administration which affects or may affect execution of the Project or achievement of the Project objectives;
  - 5) the Hosting Institution submitted false or inaccurate representations or documents to receive funding or on stage of the Project execution or until the Centre approves the Report on implementation of the Project outcomes mentioned in §8(8);

- 6) the Hosting Institution committed omissions and did not eliminate their reasons and effects in period defined by auditing entity;
- 7) goal of the Project was not achieved;
- 8) the Hosting Institution bought goods and services in contrary to the rules defined in the Agreement;
- 9) the Hosting Institution did not establish and did not submit guarantee of the due performance of obligations effecting from the Agreement in defined period and in form defined by the Centre;
- 10) the Hosting Institution used funding in contrary to its purpose, collected undue funding or collected the funding in excessive amount;
- 11) the Hosting Institution use funding with violation of provisions of the Agreement;
- 12) obligation to reimburse the aid effecting from decision of the European Commission is imposed on the Hosting Institution;
- 13) the prohibit mentioned in Art. 12(1) of the Act on Repercussions of entrustment of work to feigners illegally staying on the territory of the Republic of Poland of 15 June 2012 was sentenced against the Hosting Institution under final judgement;
- 14) the Hosting Institution did not conduct industrial research, development or pre-implementation works, establishment of the special purpose vehicles (if any) planned in funding application or conducted them only partially and without consent of the Centre;
- 15) the Hosting Institution ceased conduct of the basic research under the Project, regulated under agreement signed with the National Science Centre or modified the scope of basic research without consent of the National Science Centre;
- 16) without consent of the Centre, the Hosting Institution did not implement outcomes of R&D activities or implemented them in scope or period different than defined in funding application;
- 17) the Hosting Institution sold or granted license for use of outcome of R&D activities under conditions contrary to the Agreement;
- 18) the Hosting Institution did not hand over to the Centre a copy of the agreement on the sale of rights to the outcomes of R&D activities/copy of license agreement, including annexes to the agreement or amendments in sale/license agreement made proper performance of the Agreement impossible;
- 19) the Centre was notified that buyer/licensee of the right to the outcomes of R&D activities, produced under the Project, did not implement them in its economic activities in form of the start of production or provision of services based on outcomes of the Project in period set in sale/license agreement signed with the Hosting Institution or, for sale agreement, resold the rights to outcomes to third party;
- 20) despite obligation to reimburse financial assets for execution of programmes funded with the share of European financial means or financial means originating from national sources and assigned to execution of the Project funded by the Centre, the Hosting Institution did not reimburse such means in period defined by the Centre, unless the Hosting Institution was granted with relief in repayment of receivables;

- 21) preparatory procedure in the case which may affect execution of the Project under the Act on Responsibility of collective entities for punishable offences of 28 October 2002 was instigated against the Hosting Institution or persons for whom the Hosting Institution is responsible;
  - 22) in 3 years preceding signing the Agreement or in period of the Project execution, the Centre terminated another agreement on funding or project execution and funding due to reasons faulted by the Hosting Institution or due to reasons attributable to it – does not refer to termination of agreement as a result of force majeure or premises described in Par. 9 and §14(5) of the Agreement confirmed by the Centre;
  - 23) prior to the start of the Project, the Hosting Institution did not sign with the Leader contract of employment under conditions defined in the Rules and Regulations of the Call ARTIQ – AI Centres of Excellence, or did not receive consent of the Centre and the National Science Centre to amend the contract in accordance with §16(2) Point 3;
  - 24) the National Science Centre suspended or terminated funding of the basic research conducted under the Project, in particular as a result of termination of agreement signed by the Hosting Institution and the Leader with the National Science Centre for funding the basic research conducted under the Project, withdrawal from agreement by any party, evasion of legal consequences of submitted intention of will by any party, declaration of invalidity of agreement or other reasons effecting from earlier termination of the above-mentioned agreement.
4. The Hosting Institution may start the Project and spend costs from financial means assigned by the Centre on the day mentioned in §6(10). The costs originating from financial own contribution of the Applicant may be spent from the day of enforcement of both decisions, i.e., decision on granting the funding issued by the Centre and the Science Centre.
  5. The Centre may hold funding if amount specified in payment application is undue or if the Centre initiated actions relating to potential irregularities affecting particular costs.
  6. If funding is suspended, the Hosting Institution shall fund the Project from its own financial means until payment of the next instalment of funding.
  7. Termination of the Agreement under the procedures mentioned in Par. 1-4 does not release the Hosting Institution from obligation to submit the Final report within 60 days from the day of termination of the Agreement and to keep documentation relating to the Project and make it available upon request of the Centre. In justified cases, in particular, if the Agreement was terminated by the Hosting Institution, funding was not transferred and the Project was not started, the Centre may resign on request for submission of the Final report.
  8. If the Agreement is terminated under procedures mentioned in Par. 1-4, the Hosting Institution is not entitled to compensation.
  9. The Hosting Institution shall not be held responsible towards the Centre, or shall not be considered as violating provisions of the Agreement due to non-performance or improper performance of obligations effecting from the Agreement, in scope in which the non-performance or improper performance results from force majeure, scientific risk resulting from conduct of research or significant and unpredictable change in social-economic relations, and the carried out analysis shows that it did not result from unauthorised action of neglect of the Hosting Institution.



10. The Hosting Institution shall immediately notify the Centre about occurrence of the above-mentioned circumstances, prove the circumstances by submission documentation confirming their occurrence and identification of impact of event towards the Project.
11. The Centre is authorised to terminate the Agreement only with the leader and under the procedure mentioned in Par. 2 if the Leader does not observe obligations defined in §3(3) and §4(1) of the Agreement.
12. If the Agreement is terminated only with the Leader due to circumstances mentioned in Par. 11, the Hosting Institution, as Party to the Agreement, under the rigour of termination of the Agreement:
  - 1) shall continue the Project unless it does not jeopardise proper execution of it, and
  - 2) in 3 months from the day of termination of the Agreement signed with the Leader, shall win another entity for execution of the Project which shall ensure execution of the Project in accordance with conditions imposed on the Leader on stage of procedure to regain the funding and in accordance with provisions of the Agreement.
13. With observance of the provisions mentioned in Par. 12, the Centre and the National Science Centre shall evaluate whether:
  - 1) continuation of the Agreement does not jeopardise the current execution of the Project – after 3 months from the day of termination of the Agreement with the Leader for reasons mentioned in Par. 11; and
  - 2) the newly appointed Leader ensures execution of the Project in accordance with conditions imposed on the Leader on stage of procedure to obtain funding and in accordance with provisions of the Agreement – after provision of information on that entity defined by the Centre.
14. The successful evaluation mentioned in Par. 13 conditions continuation of the Agreement. If the successful evaluation mentioned in Par. 13 is missing, the Centre shall terminate the Hosting Institution under procedure mentioned in Par. 2.

#### **§14.**

##### **Reimbursement of Funding and Recovery of Funds<sup>17</sup>**

1. If costs are considered non-eligible, in particular, as a result of the conducted audit or other activities verifying correctness of the manner in which the Hosting Institution spent the costs, the Centre calls the Hosting Institution to reimburse financial means considered as non-eligible with interests in amount as for tax arrears, calculated from the day on which the financial means were transferred to bank account of the Hosting Institution until the day of their reimbursement. The reimbursement shall be made within 14 days from the day on which the call was served.
2. Subject to the following provisions, if the Agreement is terminated under §13 Par. 1-4 and 14 of the Agreement, the Centre calls the Hosting Institution to reimburse the entire, received funding within 14 days from the day on which the call was served, with interests in amount as for tax arrears, calculated from the day on which the financial means were transferred to bank account of the Hosting Institution until the day of their reimbursement, and with bank interests accrued from funding transferred in the form of advance payment or cost refund, subject to Par. 4.

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<sup>17</sup> Not applicable to the state budget units.

Reimbursements of funding are made to bank accounts defined by the Centre, and the title of bank transfer should include the following information:

- 1) Project number;
  - 2) information on the principal amount and the amount of interests;
  - 3) reimbursement title;
  - 4) year in which reimbursable financial means were transferred.
3. If financial assets with interests defined as tax arrears are not reimbursed in full amount, the payment is considered as a part of the principal arrears interpreted as amount of reimbursable funding (excluding interests) and amount of interests as tax arrears in proportion of the principal amount towards amount of interests on the day of payment.
- 4) In reasonable cases, the Centre may request reimbursement of only a part of the transferred funding, in particular, if contract of employment signed by the Hosting Institution with the Leader was terminated due to reasons not faulted by the Parties, the Leader was unable to perform work in scope necessary to execute the Project, and replacement of the Leader (transfer of rights and obligations resulting from the Agreement by the Leader to another natural person having equivalent competences and experience) or replacement of the new Leader could not be made under the procedure mentioned in §13 Par. 12- 14 on date facilitating execution of the Project despite the Hosting Institution observed due diligence.
- 5) In the case of failure of the Project execution resulted from force majeure, scientific risk resulting from conduct of research or significant and unpredictable change in relation of social-economic relations and the carried-out analysis shows that the Project did not fail due to unlawful actions or neglect of the Hosting Institution. The Hosting Institution shall not be obliged to reimburse the funding in scope defined by the Centre.
- 6) The Hosting Institution undertakes to pay all documented costs of debt recovery initiated against the Hosting Institution.
- 7) Upon reasonable request of the Hosting Institution, postponement of period for repayment of reimbursable receivables, make repayment in instalments or remission of receivables in accordance with applicable regulations is admissible.
- 8) Provisions of the Act – The Civil Law – of 17 November 1964 are applied in all matters concerning reimbursement of funding.

#### **§15.**

##### **Property Responsibility for the Project towards the Centre**

The Hosting Institution is responsible towards the Centre for correct performance of the Agreement.

#### **§16.**

##### **Procedure and Scope of Amendments to Agreement**

1. Parties may amend the Agreement with agreed declarations of intent in written or electronic form (with qualified electronic signature) or otherwise is null and void, subject to Par. 2-4.
2. Change in:
  - 1) address or manner of representation of the Hosting Institution;

- 2) numbers of bank accounts;
  - 3) contract of employment signed between the Hosting Institution and the Leader if such amendment does not affect obligations resulting from the Agreement;
  - 4) human resources involved in the Projects, except for the Leader and provided that the new staff member has equivalent competences and experience, subject to Par. 4;
    - does not require amendment to the Agreement in the form of annex, however, the Centre and the National Science Centre should be notified within 14 days from occurrence of reason justifying the change.
3. The change:
- 1) concerning reallocation of individual categories of costs not exceeding 15% of amount under the category to which allocation is made (+15%), subject to lack of opportunity to reallocate costs among tasks funded by the National Science Centre and tasks funded by the Centre;
  - 2) of dates for execution of individual tasks/stages<sup>18</sup> included in the Project schedule by not more than 4 months with unchanged date for the Project completion;
  - 3) concerning reallocation of the received, unused financial means among subsequent financial years, unless they do not affect the Project and the Project budget execution;
  - 4) of amount of eligible costs of tasks/stages<sup>19</sup> for which reallocation is made (+15%), subject to reallocations mentioned in Point 1;
    - does not require amendment to the Agreement in the form of annex, however, the Centre should be notified on the day of submission of payment application at the latest, in the next Report and during Project audit. The Hosting Institution ensures communication of the above-mentioned information – a copy of appropriate document to the National Science Centre.
4. The change of:
- 1) legal-organisational status of the Hosting Institution which may have the direct impact on performance of the Agreement/Project or achievement of the Project objectives;
  - 2) payment schedule, unless the change does not affect the period of the Project completion;
  - 3) contract of employment signed between the Hosting Institution and the Leader which have the impact on obligations resulting from the Agreement but falls within changes mentioned in Point 1 and 2 of this paragraph and Par. 3;
  - 4) -does not require amendment to the Agreement in the form of annex, however, requires consent of the Centre and the National Science Centre.
5. The amendment to the Agreement which would result in non-granting of funding to the Project in time when the Project was evaluated under project selection procedure<sup>20</sup>, subject to opportunity of extending the Project execution period in accordance with §6(7), is inadmissible.
6. If changes to the Project, requiring the form of annex or consent of the Centre and the National Science Centre, are necessary, the Hosting Institution shall submit to the Centre and the National Science Centre request for approval of changes and presentation of scope of changes, and justification of them, not later than within 14 days from occurrence of reason justifying the amendment. The Centre may refuse the Hosting Institution to approve changes in the Project

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<sup>18</sup> If applicable.

<sup>19</sup> If applicable.

<sup>20</sup> Not applicable if the project selection criterion should be complied with only at the moment of the aid granting.

without justification of refusal if they are reported not later than within 30 days prior to the scheduled date of the Project completion.

7. The Centre is authorised to request the Hosting Institution to provide additional clarifications and additions to the submitted application for changes in the Project. The Hosting Institution shall provide the above-mentioned information within 14 days from receipt of the call from the Centre.
8. If the Centre finds that the then current execution of the Project, under conditions provided in the Agreement, in particular, as a result of amendments made to regulations of Polish law or their interpretation made by public authorities or amendments made to Guidelines for the joint undertaking AI Centres of Excellence - ARTIQ, became unfeasible or unintentional from the point of view of public interest, the Centre may decide about the necessity of amending the Agreement by signing the appropriate annex. If the Hosting Institution or the Leader refuse to sign the annex mentioned in the preceding sentence, the Centre is authorised to terminate the Agreement in accordance with §13(2) Point 12. In this case, provisions of §14 Par. 4 and 5 are applied accordingly.

## **§17.**

### **Guarantee of the Proper Agreement Performance<sup>21</sup>**

1. Funding is paid out after the Hosting Institution establishes and contributed the guarantee of the proper performance of obligations resulting from the Agreement in the form defined in Par. 2, subject to Par. 4 and 5.
2. The guarantee mentioned in Par. 1, subject to Par. 7, is established in amount of 100% of the amount of funding mentioned in §5(3) of the Agreement in period of the Project execution, and in period until the Centre approves the Report on implementation of the Project outcomes mentioned in §8(8) in the form of blank promissory note with inscription "non-endorsable" with signature certified by public notary or placed in the presence of person authorised by the Centre with promissory note declaration.
3. The Hosting Institution shall submit to the Centre the correctly issued guarantee defined in Par. 2 within 14 days from signing of the Agreement.
4. Regardless from provisions of Par. 1-3, the Centre may, in the case of reasonable doubts on the proper performance of the Agreement or after the carried-out analysis, request the Hosting Institution to establish additional guarantee for the proper performance of the Agreement or guarantee different than defined in Par. 2 in the defined period not shorter than 14 days.
5. The guarantee mentioned in Par. 4 is established in amount up to 100% of the funding amount mentioned in §5(3) of the Agreement in the form of:
  - 1) bank surety;
  - 2) bank guarantee;
  - 3) insurance guarantee;
  - 4) registered pledge; if the property covered by pledge may be the insurance object, the pledge is established with cession of property insurance being the pledge object;

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<sup>21</sup> Not applicable to public finance units or foundations the only founder of which is the State Treasury, and research institutes and institutes operating within the framework of Łukasiewicz Research Network.

- 5) transfer of ownership to movables to the Hosting Institution as guarantee;
  - 6) mortgage; if the Centre finds it necessary, the mortgage is established with cession of rights from insurance policy of real estate being the object of mortgage;
  - 7) surety compliant with civil law and declaration on submission to execution filed under procedure under Art. 777 Par. 1 Point 5 of the Civil Procedure Code.
6. Release from the guarantee mentioned in this paragraph is made upon request of the Hosting Institution after the Centre approves the Report on implementation of the Project outcome mentioned in §8(8). Upon request of the Hosting Institution, the Centre may release the Hosting Institution from guarantee after completion of the Project.
  7. The Centre reserves the right to pursue the rights from specific form of guarantee up to amount corresponding to amount of financial violation, increased by interests assigned to the Centre and debt recovery costs paid by the Centre, however, not higher than up to amount of established guarantee.
  8. Termination of the Agreement due to irregularities in the Project execution forms the premise for utilisation of guarantee.
  9. In particularly reasoned cases, the Hosting Institution may establish guarantee in the form different than define in Par. 5 after the Centre gives its consent.
  10. If analysis of financial standing of the Hosting Institution points out to financial risk of the loss of financial means paid out under the granted funding, the Centre may apply one of the following solutions<sup>22</sup>:
    1. refuse the Hosting Institution to refuse advance payment (the Project shall be settled only on the basis of refund) or decrease amount of it;
    2. request the Hosting Institution to establish additional guarantee.
  11. Upon request of the Hosting Institution, or on initiative of the Centre, the Centre may change the form or value of guarantee or request the Hosting Institution to make the change in the form or value of guarantee if the established guarantee turns to be inappropriate, insufficient, or excessive.
  12. All activities concerning guarantee are stipulated in separate regulations, appropriate to specific form of guarantee.

## **§18.**

### **Confidential Information and Protection of Personal Data**

1. Confidential information include all information concerning activity of the Hosting Institution which the Hosting Institution did not publish, of economic value, or the disclosure of which to third persons may be detrimental to the Hosting Institution and towards which the Hosting Institution took the necessary measures to protect their confidentiality, presented in any form, marked as confidential, disclosed to the Centre in the process of filing funding application and during Project execution (Confidential information).

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<sup>22</sup> Not applicable to Hosting Institution being entity providing public services or the services of general economic interest mentioned in Art. 93 and Art. 106(2) of the Treaty on the Functioning of the European Union, or research institute as interpreted in the Act on Research Institutions of 30 April 2010.

2. In time of execution of the Project, and in time of 10 years from the Project completion, the Centre shall take all the due diligence to ensure appropriate measures protecting Confidential information against the access of unauthorised persons and shall ensure that access to Confidential information will be available only to employees of the Centre and persons employed by the Centre to execute its task.
3. The Centre and persons having access to Confidential information are authorised to utilise Confidential information only in scope necessary for the correct performance of the Agreement.
4. Parties declare that processing in scope of personal data provided to them by the other Party to the Agreement shall be carried out by each Party as data controller for the purpose of performance of the Agreement subject.
5. Personal data of representatives of Parties shall be made available to the other Party which shall be personal data controller and shall be processed by such Party to perform the agreement.
6. The Centre declares that all information concerning data processing as Personal Data Controller is given in the Personal Data Protection Clause mentioned in Art. 13 of Regulation of the European Parliament and the Council (EU) No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC of 27 April 2016 (General Data Protection Regulation) (Official Journal of the European Union L. of 2016, No 119, p. 1 as amended, hereinafter referred to as GDPR) forming Appendix No 6 to the Agreement.
7. If the Centre process personal data of employees or cooperants of the Leader under the Agreement, the Centre executes the information obligation mentioned in Art. 14 of GDPR in the form of the Clause forming Appendix No 7 to the Agreement and obliges the other Party to the Agreement to make the information available to designated persons.
8. Amendments to appendices mentioned in Par. 3 and 4 does not require amendment to the Agreement in the form of annex. The Parties may update the data given in the above-mentioned Personal Data Protection Clauses in form of a document.

## **§19.**

### **Communication Among Parties**

1. Within the framework of the Agreement performance, the Parties plan, in particular, the following forms of communication:
  - 1) by registered mail;
  - 2) courier postal service;
  - 3) by means of e-PUAP;
  - 4) by electronic mail<sup>23</sup>.
2. Representations, requests, notifications, and information shall be considered as serviced when registered letter or courier mail is collected, authorisation through e-PUAP is made or receipt of correspondence via electronic mail is confirmed.
3. Correspondence shall be considered as correctly served if the Hosting Institution did not inform of change in data for correspondence or the sent correspondence was returned with annotation

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<sup>23</sup> Return report confirming delivery of message to addresses is the proof of delivery of electronic mail.

made by postal operator that the correspondence could not be served, e.g., “addressee moved out”, “not collected on time”, “unknown addressee”.

4. If the Hosting Institution or the Leader refuse to accept correspondence, the correspondence is considered as served on the day of submission of representation that the Hosting Institution or the Leader refuses to accept the correspondence.
5. Number of the Agreement should be given in all correspondence concerning performance of the Agreement.
6. Addresses for correspondence are as follows:

**The National Centre for Research and Development,  
Nowogrodzka 47a Street, 00-695 Warsaw;**

Addresses of post boxes of NCRD for correspondence sent via ePUAP:

- /NCBiR/default
- /NCBiR/esp
- /NCBiR/SkrytkaESP [ESP post box]

Addresses for correspondence of the Hosting Institution are as follows:

.....

Address of post box of the Hosting Institution for correspondence sent via ePUAP:

.....

Addresses for correspondence of the Leader as follows<sup>24</sup>:

.....

Address of post box of the Leader<sup>25</sup> for correspondence sent via ePUAP:

.....

7. If the data mentioned in Par. 6 are changes, Party being the subject of such change shall immediately notify the other Party about it, not later however, than within 14 days from change of data. Correspondence sent to the currently valid addresses is considered as effectively served.
8. If the Centre implements information and communication system for communication with contractors of projects funded by the Centre, the Hosting Institution shall join the system on a date specified by the Centre.
9. The Centre shall notify the Hosting Information about implementation of the new information and communication system and the necessity of joining to the system by the Hosting Information. The Centre notifies the Hosting Institution unilaterally and in the form of non-actionable representation, and the Project Contractor hereby represents that obligation of joining the new information and communication system shall be observed in period defined by the Centre.
10. Persons appointed by the Hosting Institution are the persons authorised to communicate with the Centre through the information and communication system mentioned in Par. 8.

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<sup>24</sup> Correspondence addressed to the Leader is served in accordance with §3(5) Point 1.

<sup>25</sup> As above.

## §20.

### Final Provisions

1. Any doubts arising during Project execution and concerning the interpretation of the Agreement shall be settled, in the first instance, by way of negotiations among the Parties. If any premises for immediate termination of the Agreement occur, a party may withdraw from negotiations.
2. If the Parties do not reach an agreement, disputes shall be settled by a public court of jurisdiction over the head office of the Centre.
3. For the purpose of evaluation, during Project execution and until the Centre approves the Report on the implementation of the Project outcomes mentioned in §8(8), the Hosting Institution shall collaborate with the Centre or institution appointed by the Centre, in particular, in the scope of:
  - 1) provision of information concerning the pending Project,
  - 2) submission information on economic outcomes and benefits generated as a result of the Project execution,
  - 3) participation in surveys, interviews, and provision of information necessary for evaluation.
4. The Agreement is prepared in three counterparts, one for each Party.<sup>26</sup>
5. The Agreement enters into force on the day of its signing it by the last Party.
6. The Centre is authorised to withdraw from the Agreement without setting an additional period if, at the time of starting the Project implementation defined in §6(1), the National Science Centre, Hosting Institution and the Leader do not sign an agreement on funding the basic research conducted under the Project. The above-mentioned authorisation is granted to the Centre for a period of 1 month from the expiry of the final period for signing the agreement mentioned in the first sentence. The Centre fulfils the above-mentioned obligation by submitting a declaration to the Hosting Institution and the Leader.
7. If the Centre fulfils the obligation mentioned in Par. 6, the Centre is also authorised to request the Hosting Institution to reimburse the transferred financial assets within 14 days from the day when the Hosting Institution received a declaration on the withdrawal from the Agreement. the following appendices form an integral part of the Agreement:
  - 1) funding application;
  - 2) copy of the conditional agreement;
  - 3) payment schedule;
  - 4) Project budget;
  - 5) copy of the document confirming authorisation granted to a representative of the Hosting Institution to act on behalf and for the Hosting Institution (power of attorney, others)<sup>27</sup>;
  - 6) Personal Data Protection Clause – collection of data directly from the data subject;
  - 7) Personal Data Protection Clause – collection of personal data not directly from the data subject.
8. List of appendices may be extended depending on specificity of specific Project.

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<sup>26</sup> Refers to signing of the Agreement in writing form.

<sup>27</sup> If applicable. At the latest on date of submission of the first payment application. The Hosting Institution undertakes to submit to NCRD original copy or equivalent form of power of attorney authorising to signing the Agreement. Signature of party issuing power of attorney needs to be confirmed by public notary.



On behalf of the Centre:

On behalf of the Hosting Institution:

On behalf of the Leader:

.....

.....

.....

## Personal Data Protection Clause – collection of data directly from data subject

1. In accordance with Art. 13 Par. 1 and Par. 2 of Regulation of the European Parliament and the Council (EU) No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC of 27 April 2016 (General Data Protection Regulation, hereinafter referred to as “the GDPR”), I hereby notify you that:
  - 1) the National Centre for Research and Development (hereinafter referred to as “the Centre”) with head office in Warsaw 00-695, Nowogrodzka 47a Street is the personal data controller;
  - 2) Data Protection Officer (DPO) may be contacted at e-mail address: [iod@ncbr.gov.pl](mailto:iod@ncbr.gov.pl);
  - 3) personal data are processed for the purpose of signing and performance of the Project grant agreement between the Centre and ....., supervision over the Project execution, its evaluation, inspection, audit, evaluation of information-promotional activities, acceptance, evaluation and financial settlement of it, and potential identification, assertion or defence of claims;
  - 4) personal data are processed due to the above-mentioned agreement and processing is necessary to perform the public interest task (Art. 6(1)(e) of GDPR), and NCRD is authorised to process your personal data under the Act on the National Centre for Research and Development of 30 April 2010 and the NCRD tasks defined therein;
  - 5) personal data shall be processed during Project execution, supervision over project execution, its evaluation, inspection, audit, evaluation of information-promotional activities, acceptance, financial evaluation of it, and potential identification, assertion or defence of claims, and then, for the purpose of archiving in period compliant with official instructions of NCRD and the Uniform Material List of Files;
  - 6) public authorities and entities performing public tasks or operating upon request of public authorities in scope and for purposes resulting from regulations of law and entities providing services necessary to execute tasks by the Centre shall be recipients of personal data. The data may also be communicated to IT partners, entities executing technical or organisational support;
  - 7) provision of personal data conditioned participation in the Project within the framework of the Joint Undertaking Centre of Excellence in AI– ARTIQ;
  - 8) you have the following rights towards NCRD: request the access to your personal data, to correct, delete or limit processing of the data and to object against processing of your personal data. The Data Protection Officer may be contacted on execution of the rights at e-mail address mentioned in Point 2 above;
  - 9) you have the right to file complaint to the President of the Personal Data Protection Office or its supervision body, in particular, in Member State of your habitual residence, place of work or place of potential violation;
  - 10) personal data shall not be communicated to any third country;
  - 11) personal data are not subject to automated decision-making, including profiling.

## Appendix No 7

### Personal Data Protection Clause – collection of data not directly from data subject

1. In accordance with Art. 14 Par. 1 and Par. 2 of Regulation of the European Parliament and the Council (EU) No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC of 27 April 2016 (General Data Protection Regulation, hereinafter referred to as “the GDPR”), I hereby notify you that:
  - 1) the National Centre for Research and Development (hereinafter referred to as “the Centre”) with head office in Warsaw 00-695, Nowogrodzka 47a Street is the personal data controller;
  - 2) personal data were received from ..... (the Leader);
  - 3) Data Protection Officer (DPO) may be contacted at e-mail address: [iod@ncbr.gov.pl](mailto:iod@ncbr.gov.pl);
  - 4) the Centre shall be processing the following categories of your personal data, e.g., name, surname, telephone no, address of electronic mail, position, place of employment, education, and other data if your CV is submitted to the Centre;
  - 5) personal data are processed for the purpose of signing and performance of the Project grant agreement between the Centre and ....., supervision over the Project execution, its evaluation, inspection, audit, evaluation of information-promotional activities, acceptance, evaluation and financial settlement of it, and potential identification, assertion or defence of claims;
  - 6) personal data are processed due to the above-mentioned agreement and processing is necessary to perform the public interest task (Art. 6(1)(e) of GDPR), and NCRD is authorised to process your personal data under the Act on the National Centre for Research and Development of 30 April 2010 and the NCRD tasks defined therein);
  - 7) personal data shall be processed during Project execution, supervision over project execution, its evaluation, inspection, audit, evaluation of information-promotional activities, acceptance, financial evaluation of it, and potential identification, assertion or defence of claims, and then, for the purpose of archiving in period compliant with official instructions of NCRD and the Uniform Material List of Files;
  - 8) public authorities and entities performing public tasks or operating upon request of public authorities in scope and for purposes resulting from regulations of law and entities providing services necessary to execute tasks by the Centre shall be recipients of personal data. The data may also be communicated to IT partners, entities executing technical or organisational support;
  - 9) you have the following rights towards NCRD: request the access to your personal data, to correct, delete or limit processing of the data and to object against processing of your personal

data. The Data Protection Officer may be contacted on execution of the rights at e-mail address mentioned in Point 2 above;

- 10) you have the right to file a complaint to the President of the Personal Data Protection Office or its supervision body, in particular, in the Member State of your habitual residence, place of work or place of potential violation;
- 11) personal data shall not be communicated to any third country;
- 12) personal data are not subject to automated decision-making, including profiling.