

Rules of Cooperation with NCBR Experts

Art. 1.

For the purposes of these Rules of Cooperation with Experts, the terms used herein shall be understood as follows:

- 1) **NCBR Expert Database** – the expert database of the National Centre for Research and Development, maintained in an IT system, in which the data of Experts appointed to perform tasks related to programmes and undertakings implemented by the NCBR are stored, including those listed in the EFSD Expert Register and the Candidate Register;
- 2) **NCBR Director** – the Director of the National Centre for Research and Development or a person authorised by the Director;
- 3) **Data Form** – the Expert Data Form containing information necessary for maintaining contact with the Expert and for the financial settlement of the Order – the template of the Data Form is specified in Appendix No. 1 to the Rules;
- 4) **Audit** – a process conducted pursuant to generally applicable legal provisions and the relevant project co-financing agreement/project co-financing decision/agreement for the implementation and financing of a project/agreement on granting support to an undertaking, which involves establishing the factual circumstances at the project implementation site or based on documentation (“desk audit”), and verifying the extent to which these correspond to the required status as stipulated in the applicable project co-financing agreement/project co-financing decision/agreement for the implementation and financing of a project/agreement on granting support to an undertaking;
- 5) **NCBR** – the National Centre for Research and Development [in Polish: Narodowe Centrum Badań i Rozwoju];
- 6) **Peer Review (substantive assessment)** – an opinion or other type of expert report, depending on the type of work specified in the Order;
- 7) **EFSD** – European Funds for Social Development Programme 2021–2027;
- 8) **NRRP** – National Recovery and Resilience Plan;
- 9) **SG OP** – Smart Growth Operational Programme 2014–2020;
- 10) **KED OP** – Knowledge Education Development Operational Programme 2014–2020;
- 11) **Rules** – these Rules of Cooperation with NCBR Experts;
- 12) **EFSD Recruitment Rules** – the rules for the recruitment of experts in the European Funds for Social Development Programme 2021–2027 (EFSD), including the maintenance of the EFSD Expert Register and cooperation with experts under EFSD;
- 13) **Agreement** – the Framework Cooperation Agreement concluded with the Expert;
- 14) **EFSD Expert Register** – the register of experts referred to in Article 81 sec. 1 of the 2021–2027 Implementation Act, maintained by the NCBR as an Intermediate Body for the European Funds for Social Development (EFSD) Programme;
- 15) **Candidate Register** – the register of candidates for experts maintained pursuant to Article 68a sec. 11 of the 2014–2020 Implementation Act by the NCBR as the Intermediate Body, respectively for Priority Axis III: Higher Education for the Economy and Development under KED OP, and for SG OP;
- 16) **Order** – a proposal to perform a Peer Review or another task for the NCBR, specifying at a minimum: the type of work, the remuneration for its performance, detailed terms and the deadline for completion, the Expert’s role in the selection of projects for co-financing or in the implementation of tasks arising from agreements or decisions issued by the NCBR, in particular the project co-financing agreement/decision on project co-financing/agreement for the implementation and financing of a project/agreement on granting support to an undertaking, also together with any other additional requirements imposed on the Expert who agrees to undertake the Order.

Art. 2

1. The Expert shall perform the Order within the time frame specified in the Order.
2. The roles of the Expert in the selection of projects for co-financing or in the execution of tasks related to the implementation of the rights and obligations of the competent institution, arising in particular from the project co-financing agreement, project co-financing decision, agreement for the implementation and financing of a project, or agreement on granting support to an undertaking, are defined in Appendix No. 1 "Principles of Cooperation with

Experts of the National Centre for Research and Development" to Ordinance No. 108/2016 of the Director of the National Centre for Research and Development of 29 December 2016 on the principles of cooperation with Experts of the National Centre for Research and Development, as amended. The role of the Expert shall be specified in the Order.

3. In the case where the Peer Review constitutes a project assessment as part of the project selection for co-financing, the Expert, while performing the Order, shall submit the Peer Review to the NCBR in accordance with the provisions set out in particular in the rules of procedure of the project assessment committee, the rules of the project assessment team, the call for proposals rules, or the call documentation. Where the task commissioned by the NCBR consists of a project Audit, the Expert shall submit an Audit report to the NCBR. If the audited entity raises objections to the content of the Audit report, the Expert shall submit, in written or electronic form (with a qualified electronic signature) – as indicated by the NCBR – a position on the submitted objections or a revised Audit report. Should the Expert issue recommendations for the audited entity, they shall submit, in a form agreed with the audit coordinator/head of the audit team, a position on the implementation of the recommendations by the audited entity. In other cases the Expert, while performing the Order, shall submit the Peer Review to the NCBR in accordance with the principles specified in the Order.
4. In particularly justified cases, the deadline for completing the Order may be extended at the request of the Expert and with the consent of the NCBR, if necessary for the completion of the Order.
5. The Expert's acceptance of the Order constitutes confirmation that the Expert possesses the knowledge, skills and experience necessary for the performance of the Order.

Art. 3

1. The Expert undertakes to:
 - 1) perform the work specified in the Order honestly, reliably, independently, and impartially, in accordance with their knowledge and the principles defined in the documentation of the given programme, call for proposals, or undertaking, and the Peer Review should be prepared with the utmost care, be logical, coherent, specific and substantive, and its outcome clear, unambiguous and proportionate to the scope of the Peer Review. The content of the Expert's Peer Review must be independently authored, and should present the Expert's own conclusions, drawn from the analysis of the material provided and supported by the Expert's knowledge and experience. The content of the Peer Review may not be prepared, either fully or partially, using any artificial intelligence (AI) systems or other automated analytical tools, except as specified in the next sentence. Artificial intelligence (AI) systems may only be used for ancillary purposes, including the collection of publicly accessible information or technical and editorial activities, as long as they do not alter the substance of the Expert's Peer Review or opinion. The use of artificial intelligence (AI) systems, referred to in the preceding sentence, is only permitted provided that full confidentiality and protection of the entrusted documentation are maintained, including, in particular, personal data, trade secrets, know-how, etc., and that such use complies with the Expert's contractual obligations and applicable laws. An Expert who signs the relevant confidentiality declarations must not share the content of applications or other materials with any external tools, including AI-based systems. In all cases, the Expert shall be fully responsible for the content, accuracy, and compliance with requirements of the Peer Review submitted to the NCBR. The content of the Expert's Peer Review or opinion must also not be limited solely to quoting the materials on which it is based. The Expert undertakes to provide justification for the findings made and for the Peer Review or opinion presented;
 - 2) refrain from contacting the applicant/beneficiary (or natural persons representing the applicant/beneficiary) about the application/project whose documentation they have received and accepted for review, and from undertaking any paid work related to the implementation of the project to which the Order pertains, until the project implementation is complete (or longer, if a longer period is specified in the provisions of the relevant call documentation);
 - 3) submit, upon the request of the NCBR, during or after the implementation of a project co-financed by the NCBR, a statement confirming that they were not employed in the project in which they participated as a reviewer (if applicable); the template for the statement is provided in Appendix No. 2 to the Rules;
 - 4) submit on each occasion a statement on impartiality and confidentiality in relation to the project's applicant/beneficiary, or another type of statement/declaration received by the Expert before commencing the performance of the Order. The templates for these statements and declarations are specified in Appendices No. 3a, 3b, and 3c to the Rules, or in the documentation relevant to the given call for proposals, programme, or

undertaking (e.g., rules of procedure for project assessment committees, rules of project assessment teams, call for proposal rules), or are presented to the Expert by the NCBR before they accept the Order for completion;

5) cooperate with the NCBR in supplementing or correcting their Peer Review prepared under the Order, in the event that omissions, obvious errors, or ambiguous content are identified, within the scope and deadline indicated by the NCBR, following the formal verification of the Peer Review by the NCBR;

6) provide exhaustive explanations regarding the Order being carried out, upon the request of the NCBR and after the completion of the Order, should the need arise, including for the purposes of auditing and control bodies, within the deadline set by the NCBR;

7) comply with the provisions of the relevant programme and call for proposal rules and with the instructions arising from the NCBR procedures to which the Order pertains, in particular:

- a) in the case of Orders under the SG OP:
 - the Guidelines for project selection procedures for the years 2014- 2020,
 - the rules of calls for proposals and the rules of procedure for project assessment committees under those calls,
 - the Act of 11 July 2014 on programme implementation principles with regard to cohesion policy financed under the 2014–2020 Financial Perspective,
 - provisions arising from the project co-financing agreement under the SG OP;
- b) in the case of Orders under the KED OP:
 - the Guidelines for project selection procedures for the years 2014- 2020,
 - the Detailed Description of Priority Axes of the Knowledge Education Development Operational Programme 2014-2020,
 - the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund, and the Cohesion Fund for the years 2014-2020,
 - the Annual Action Plan for Priority Axis III Higher Education for the Economy and Development of the Knowledge Education Development Operational Programme,
 - the rules of calls for proposals and the rules of procedure for project assessment committees under those calls,
 - the Act of 11 July 2014 on the principles of implementation of the cohesion policy programmes, financed under the 2014-2020 financial perspective, provisions arising from the project co-financing agreement under the KED OP;
- c) in the case of Orders under EFSD:
 - the Act of 28 April 2022 on the principles for the implementation of tasks financed from European funds in the 2021-2027 financial perspective,
 - the applicable EU and national legal provisions regarding the implementation of the European Funds for Social Development 2021-2027 programme,
 - the Detailed Description of Priorities for the Programme,
 - the Call for Proposal Rules and the rules of the project assessment team relevant to the given call (if applicable),
 - the project selection criteria adopted in the version applicable to the given call (if applicable),
 - the Guidelines for project selection for the years 2021–2027,
 - the Guidelines concerning the use of expert services under the programmes for the years 2021-2027,
 - the Guidelines on the control of the implementation of cohesion policy programmes for the years 2021-2027,
 - the Guidelines concerning the eligibility of expenditure for the years 2021–2027,
 - provisions arising from the project co-financing agreement under the EFSD;
- d) in the case of Orders under the NRRP:
 - the applicable national and EU legal provisions regarding the implementation of the National Recovery and Resilience Plan,
 - the Guidelines under the development plan co-financed by the Recovery and Resilience Facility,
 - the Rules for the selection of undertakings relevant to the given call,
 - the Rules of procedure for the undertaking assessment committee relevant to the given call,
 - provisions arising from the agreement on the co-financing of an undertaking under the NRRP;

- 8) participate in meetings of the project assessment committee / panel meetings, if this is required, in particular, by the rules of procedure for the project assessment committee, the rules of the project assessment team, the call for proposals rules, or the call documentation, and it has been specified in the Order performed by the Expert;
- 9) participate in an Audit in accordance with the detailed guidelines provided in the Order – where the subject of the Order includes an Audit;
- 10) ensure they can be contacted by telephone/email or via the NCBR's IT system during the performance of the Order.

2. Should a conflict of interest arise during the performance of the Order, the Expert is obliged to immediately notify the NCBR of the conflict. At the same time, the Expert is obliged to withdraw from performing the Order, unless the rules applicable to the specific programme, call for proposals, or undertaking to which the Order pertains provide otherwise.
3. The Expert is obliged to notify the NCBR of the occurrence of the circumstances listed below within 14 days of their occurrence, namely:
 - 1) loss of full civil/public rights;
 - 2) loss of full legal capacity;
 - 3) conviction by a final and binding judgement for intentional offence or an intentional fiscal offence,
 - 4) a final ruling by a disciplinary committee finding that the Expert has committed a breach of ethics in science.
4. The NCBR may verify all statements and commitments made by the Expert on the basis of the Agreement and the Rules, in particular those referred to in sec. 1, points 3 and 4. Failure by the Expert to submit the aforementioned statements or explanations shall be treated as a breach of the rules of cooperation by the Expert and may result in the termination of the Agreement and the imposition of contractual penalties.

Art. 4

1. The Expert undertakes to maintain an active Expert account in the general profile (profile) within the NCBR Expert Database and to update personal data in the aforementioned profile in the NCBR Expert Database maintained in the IT system, including information on their knowledge, skills, experience or required qualifications in the selected field(s), as needed, in particular with regard to employment information and contact details.
2. In the event of a change in data, the Expert shall, within 5 days of such change, update the data in their general Expert profile in the IT system in which the NCBR Expert Database is maintained, and shall submit it to the NCBR for verification.
3. Each time an Expert's updated profile is verified, the NCBR shall verify all information included in the profile for compliance with the criteria specified in the Expert Verification Criteria or the EFSD Call Rules.
4. Should there be a need to supplement/correct the data in the Expert's profile, the profile shall be returned via the IT system to the Expert for correction, with an indication of the scope of the required corrections.
5. Should the Expert's profile receive a negative verification, the Expert may update and present it for re-verification by the NCBR no earlier than six months from the date of receiving the notification of the negative verification, and only after the Expert has ensured that they meet the criteria established by the NCBR; otherwise, the NCBR may terminate the Agreement concluded with the Expert.
6. Orders shall only be issued to Experts who have received confirmation of a positive formal and substantive verification of their general or EFSD Expert profile, have concluded an Agreement, and have completed the mandatory training indicated by the NCBR. Exceptions to the requirements indicated in the preceding sentence may be made, subject to approval by the Director of the NCBR in a relevant document.
7. The conclusion of an Agreement with an Expert and their inclusion in the Candidate Register/EFSD Expert Register (if applicable) does not create any obligation on the part of the NCBR to issue any Orders to the Expert. Accordingly, the Expert shall not be entitled to any claim, including financial, for the period during which they remain available for potential Orders.

Art. 5

1. During the term of the Agreement, the Expert undertakes to complete the training specified by the NCBR, regardless of its form (in-person, online, e-learning). Upon completion of the training, the Expert shall promptly upload the obtained certificate to their general profile in the NCBR Expert Database, if the certificate has been issued and the NCBR has indicated the appropriate location for its submission.

2. In justified cases, the NCBR may direct the Expert to undertake additional training, for example, in the case of low quality of the Expert's work or to enhance their skills in the area/field in which the Expert performs Orders.
3. In the case of in-person or online training sessions in which the Expert is unable to participate, the Expert is obliged to review and apply the training materials made available by the NCBR.

Art. 6

1. The amount of remuneration for the performance of an Order is specified each time in the Order and is determined in accordance with Appendix No. 3 "Expert Remuneration Rates" to Ordinance No. 108/2016 of the Director of the National Centre for Research and Development of 29 December 2016 on the principles of cooperation with experts of the National Centre for Research and Development, as amended. However, in the case of EFSD Experts, the amount of remuneration is determined in accordance with the content of Appendix No. 1 to Ordinance No. 4/2024 of the Director of the National Centre for Research and Development of 5 January 2024 on the determination of remuneration rates for experts under tasks implemented within the European Funds for Social Development (EFSD) 2021–2027 Programme, as amended.
2. The conditions for granting remuneration to the Expert are as follows:
 - 1) fulfilment of the obligations referred to in Art. 3 sec. 1 of the Rules, to the extent adequate for the subject of the Order,
 - 2) submission by the Expert in document, electronic, or written form (depending on the form specified in the Order) of the relevant statements/declarations referred to in Art. 3 sec. 1, points 3 and 4 of the Rules,
 - 3) in the case of an Audit – submission to the NCBR of the *Audit report* prepared in accordance with the guidelines provided in the Order, and in the event of objections from the audited entity to the content of the report, a position on the submitted objections in accordance with Art. 2 sec. 3 of the Rules.
 - 4) in the event that the submitted documentation contains errors or requires supplementation – the rectification of errors or the making of supplements/corrections by the Expert within 2 calendar days from the day the NCBR sends the information about the need for rectification or supplementation/correction (the first day being the day following the date of receipt of the request for correction from the NCBR), or within another deadline if the call documentation/information about the need for rectification or supplementation/correction states otherwise.
3. If the Expert fails to perform the actions referred to in section 2, the Order shall be considered unfulfilled, and the Expert shall not be entitled to remuneration.
4. If the Expert has not met the deadline for the performance of the Order and has not received the NCBR's consent to extend this deadline, the NCBR has the right to withdraw the Order (regardless of its stage of completion by the Expert) and assign it to another Expert. The Expert who has not met the deadline shall not be entitled to remuneration in such a case, notwithstanding the provisions of sec. 1 of the Rules, and may, by a decision of the Director of the NCBR (or an authorised director of the NCBR department responsible for expert management, or another authorised person), be excluded from the Expert selection process for Orders for a period of 6 to 36 months.
5. Remuneration shall be paid within 60 days of the completion of the review of all applications in a given call for proposals/call round, and in the case of Orders other than the review of applications for co-financing, within 60 days of confirmation by the NCBR that the Order has been completed. The payment date shall be the day on which the NCBR issues the transfer order from its bank account.
6. Confirmation by the NCBR that the Order has been completed shall occur no later than 30 days after the performance of all actions referred to in section 2.
7. The payment of remuneration shall be made by bank transfer to the bank account indicated by the Expert in the Expert's Data Form.
8. The Expert may neither assign nor waive the remuneration for a completed Order.

Art. 7.

1. The NCBR shall monitor and verify the quality of the work performed by the Expert on an ongoing basis.
2. An assessment of the quality of the Expert's work shall be carried out each time an Order is completed, based on an assessment sheet, the template for which is provided in Appendices No. 4a, 4b, and 4c to the Rules, respectively.
3. The result of the Expert's work quality assessment may be:
 - 1) positive – if the Expert obtains a minimum average score of 70% on the assessed criteria (a point score equal to or above 3.5),
 - 2) negative – if the Expert obtains an average score of less than 70% on the assessed criteria (a point score below 3.5).

4. The NCBR has the right to temporarily exclude an Expert from the process of selecting Experts for Orders for a specified period (from 6 to 36 months), justified by the low quality of the Expert's work or gross violations of the principles of cooperation and the Rules, by the director of the relevant department or the head of the section at the NCBR responsible for cooperation with experts, or another authorised person.
5. If an Expert who has completed more than 5 Orders for the NCBR obtains an average quality of work score below 3.5, the NCBR has the right to exclude the Expert from the process of selecting Experts for Orders for a specified period (from 6 to 36 months) and to direct them to complete additional training aimed at improving their competencies in conducting reviews for the NCBR.

Art. 8.

1. In the event of a breach by the Expert of any of the obligations referred to in Art. 3 of the Rules, the NCBR may demand that the Expert pay a contractual penalty up to an amount equivalent to three times the remuneration due to them for the completion of the given Order.
2. In the event of the Expert's failure to meet the deadline for the performance of the Order, if they have not received consent of the NCBR for an extension of this deadline as referred to in Art. 2 sec. 4 of the Rules, the NCBR may demand that the Expert pay a contractual penalty up to an amount equivalent to one time the remuneration due to them for the completion of the given Order.
3. Regardless of the imposition of a contractual penalty, in the cases referred to in sec. 1 and 2, the NCBR may terminate all current Orders assigned to the Expert without payment of remuneration and terminate the Agreement with immediate effect.
4. The contractual penalty referred to in sec. 1 and 2 shall not preclude the NCBR from seeking damages under general principles, if the value of the damage exceeds the amount of the contractual penalty.

Art. 9.

1. The NCBR shall terminate the Agreement with the Expert with immediate effect, exclude them from the NCBR Expert Database, and remove them from the Candidate Register / EFSD Expert Register if at least one of the following circumstances occurs in relation to them:
 - 1) the Expert has lost their full public rights,
 - 2) the Expert has lost their full legal capacity,
 - 3) the Expert has been convicted by a final and binding judgement for intentional offence or an intentional fiscal offence,
 - 4) the Expert has lost the required authorisations in the field for which they applied, relevant to the Expert's role in selecting projects for co-financing or in performing tasks related to the implementation of the NCBR's rights and obligations arising from a project co-financing agreement/project co-financing decision,
 - 5) the Expert has submitted a false statement or a false declaration as referred to in Art. 3 sec. 1, points 3 and 4 of the Rules,
 - 6) the Expert has taken up employment in the Managing Authority, Intermediate Body, or Implementing Authority for the EFSD, KED OP, or SG OP, respectively – in the case of Experts performing Orders under the EFSD, KED OP, or SG OP,
 - 7) a final ruling by a disciplinary committee has found the Expert to have committed a breach of ethics in science,
 - 8) the NCBR has obtained information on the occurrence of other circumstances, not listed in points 1-7, that make it impossible for the Expert to perform their duties impartially and reliably; or the Expert has submitted a written request for the removal of their data from the NCBR Expert Database, or for removal from the Candidate Register – in the case of Experts performing Orders under KED OP or SG OP, or from the EFSD Expert Register – in the case of Experts performing Orders under EFSD,
 - 9) the Expert has withdrawn their consent for inclusion of their personal data in the Candidate Register – in the case of Experts performing Orders under KED OP or SG OP, or from the EFSD Expert Register – in the case of Experts performing Orders under EFSD,
 - 10) there are grounds that may lead to removal from the Candidate Register – in the case of Experts performing Orders under KED OP or SG OP, or from the EFSD Expert Register – in the case of Experts performing Orders under EFSD, as defined in the Agreement; or there has been improper performance of the Agreement by the Expert or its termination for reasons attributable to the Expert (Article 68a sec. 13 of the 2014-2020 Implementation Act or Article 83 sec. 3 of the 2021-2027 Implementation Act),
 - 11) the death of the Expert.

2. The NCBR shall promptly inform the Expert by electronic means of their removal from the Candidate Register or the EFSD Expert Register, stating the reason for the removal, except in the case specified in sec. 1, point 11.

Art. 10.

1. The NCBR reserves the right to amend the Rules. The amended Rules shall be published on the NCBR website at <https://www.gov.pl/web/ncbr/wazne-dokumenty-ekspert>
2. The Expert shall be informed of amendments to the Rules on each occasion in writing or by electronic means, but no later than at the time of placing an Order that follows the introduction of such an amendment.
3. In the event of any amendments to the Rules, the Expert has the right to terminate the Agreement within 7 days of receiving information about the introduction of the said amendments. The Expert shall submit the declaration of termination of the Agreement in writing or by electronic means. Failure to submit the declaration of termination of the Agreement within the specified deadline and in the prescribed manner, or the acceptance of an Order after receiving information about the introduction of the aforementioned amendments, shall constitute acceptance of the amendment to the Rules.

Art. 11.

1. The information concerning the processing of Experts' personal data constitutes Appendix No. 5 to these Rules.
2. An amendment to the content of Appendix No. 5 shall not require an amendment to the Rules; the NCBR may update it in document form.

Art. 12.

1. All correspondence related to the performance of Orders shall be sent to the following addresses, respectively:
 - 1) **NCBR:**
National Centre for Research and Development, ul. Chmielna 69, 00-801 Warsaw;
email address: the reply-to address from which the Order was sent, or eksperci.kontakt@ncbr.gov.pl, or eksperci.fers@ncbr.gov.pl in the case of EFSD Experts.
 - 2) **Expert:**
the correspondence and email address indicated in the Data Form.
2. The Expert shall protect and keep confidential the access details for the email address provided in the Agreement, and shall not disclose them to any third party.

Art. 13.

1. In matters not governed by the Rules, the provisions of the relevant documents prepared for the individual programmes/calls to which the Order pertains shall apply.

Art. 14.

2. The following Appendices form an integral part of the Rules:
 - 1) Appendix No. 1 – Template of the Expert Data Form,
 - 2) Appendix No. 2 – Template of the Expert's Statement for Annex B – project settlement checklist under the SG OP, 2014-2020,
 - 3) Appendix No. 3a – Statement on Impartiality and Confidentiality /Template/ – call for proposals review,
 - 4) Appendix No. 3b – Statement on Impartiality and Confidentiality /Template/ – individual review,
 - 5) Appendix No. 3c – Statement on Impartiality and Confidentiality /Template/ – unrelated to review of applications and projects
 - 6) Appendix No. 4a – Template of the Expert Work Assessment Sheet,
 - 7) Appendix No. 4b – Template of the EFSD Expert Work Assessment Sheet,
 - 8) Appendix No. 4c – Template of the Expert work Assessment Sheet – unrelated to review of applications and projects
 - 9) Appendix No. 5 – Information Clause.