PROJECT CONTRACT

This is a working translation into English. The Polish version shall prevail.

Project contract No: …….

Project contract for the Project: *[Project title]* …………………………………………………………… *[acronym: ……]* selected under ***[name of the Call]*** ……………………………………………………………., hereinafter referred to as the "Project contract"[1], concluded in Warsaw on the date referred to in § 23(5) of the Project contract, between:

the National Centre for Research and Development, ul. Chmielna 69, 00-801 Warsaw, hereinafter referred to as the "Centre" or "NCBR",
represented by:
…….
under Power of Attorney No. .... dated ...., constituting an annex to the Project contract,
and
…….
under Power of Attorney No. .... dated ...., constituting an annex to the Project contract,

and

1) …………….*[2], hereinafter referred to as the "Project Promoter",

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[1] The Agreement constitutes an agreement for the implementation and financing of the Project, as referred to in Article 41(1) of the Act.

*[2]

• (in the case of a joint-stock company (S.A.) or a limited joint-stock partnership (S.K.A.))
<name> Joint-Stock Company / Limited Joint-Stock Partnership,
having its registered office in …………………… (city), address: postal code ……………………, street ……………………, city ………………………… entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court ……………………, under KRS No. ………………………, as at ……………., with a share capital of PLN ……………………, paid up in the amount of ……………………, NIP ……………………, REGON ……………………, represented by (representation should be consistent with the actual status, i.e. with the information in the National Court Register or the act of appointment, according to the data valid as at the date of conclusion of the Agreement): ……………………,

<u>• (in the case of a limited liability company (sp. z o.o.))</u>
<name> limited liability company,
having its registered office in …………………… (city), address: postal code ……………………, street ……………………, city ………………………… entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court ……………………, under KRS No. ………………………, as at ……………., with a share capital of PLN ……………………, NIP ……………………, REGON ……………………, represented by (representation should be consistent with the actual status, i.e. with the information in the National Court Register or the act of appointment, according to the data valid as at the date of conclusion of the Agreement): ……………………

<u>• (in the case of a partnership: general partnership (sp.j.), limited partnership (sp.k.), professional partnership (sp.p.))</u>
<name> General Partnership / Limited Partnership / Professional Partnership,
having its registered office in …………………… (city), address: postal code ……………………, street ……………………, city ………………………… entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court ……………………, under KRS No. ……………………, as at ……………., NIP ……………………, REGON ……………………, represented by (representation should be consistent with the actual status, i.e. with the information in the National Court Register or the act of appointment, according to the data valid as at the date of conclusion of the Agreement): ……………………

<u>• (in the case of a natural person conducting business activity)</u>
<name and surname>, ……………………,
residing in …………………… (postal code ……………………), at ul. ……………………, conducting business activity under the business name …………………… in …………………… (postal code ……………………), at ul. ……………………, city ………………………… entered in the Central Register and Information on Business Activity (CEIDG), NIP ……………………, REGON ……………………, (if applicable) represented by: ……………………, on the basis of ………………

<u>• (in the case of a civil law partnership (s.c.))</u>
<name and surname>, …………………… residing in ………………… (postal code ……………………), at ul. ……………………, city ………………………… entered in the Central Register and Information on Business Activity (CEIDG), REGON ……………………,
and <name and surname>, …………………… residing in ………………… (postal code ……………………), at ul. ……………………, city ………………………… entered in the Central Register and Information on Business Activity (CEIDG), REGON ……………………,
jointly conducting business activity in the form of a civil law partnership under the name …………………… in …………………… address: postal code ……………………, street ……………………, city ………………………… NIP ……………………, REGON ……………………, represented by: …………………… on the basis of a power of attorney/authorisation dated ……………………, a certified true copy of which constitutes an annex to the Agreement.

<u>• (in the case of a research organisation)</u>
<name of the research organisation> ………………………………, having its registered office in ……..................................... (city), postal code ....-................, ul. .... …., city ………………………… No. ………………., REGON: .…………………, NIP: ……………………………………, represented by: ………………………… (name and surname, position held), on the basis of an authorisation/power of attorney dated ………………, a certified true copy of which constitutes an annex to the Agreement.

2) ……………*, hereinafter referred to as the “project partner”,

3) ……………*, hereinafter referred to as the “project partner”,

4) …………… *, hereinafter referred to as the “project partner”.

being the Beneficiaries jointly implementing the Project as a consortium represented by the Project Promoter acting for and on its own behalf as well as on behalf of the above-mentioned project partners on the basis of a partnership agreement, a copy of which constitutes Annex No. 2 to the Project contract, jointly referred to as the “Consortium”,

hereinafter collectively referred to as the “**Parties**”.

Acting on the basis of[3]:

1) the Act of 30 April 2010 on the National Centre for Research and Development (Polish Journal of Laws 2024, item 1170, hereinafter referred also as “Act on the National Centre for Research and Development”);
2) Article 365(11) of the Act of 20 July 2018 – Law on Higher Education and Science;
3) the Act of 27 August 2009 on Public Finance (Polish Journal of Laws 2025, item 1483 as amended), hereinafter referred also as “Public Finance Act”;
4) Commission 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 “Regulation No 651/2014”;
5) the Act of 11 September 2019 – Public Procurement Law, hereinafter referred to as the “PPL Act”;
6) the Regulation of the Minister of Science and Higher Education of 17 August 2020 on granting state aid through the National Centre for Research and Development (Polish Journal of Laws 2025, item 783 as amended);
7) the Regulation on the implementation of the European Economic Area Financial Mechanism for the years 2021–2028, hereinafter referred to as the “Regulation”;
8) the Guidelines for Research and Innovation Programmes, hereinafter referred to as the “Guidelines”;
9) other guidelines adopted by the Financial Mechanism Committee in accordance with the Regulation, hereinafter referred to as the “other Guidelines”;
10) the Guidelines of the Minister of Funds and Regional Policy on the award of contracts under the EEA Financial Mechanism for the years 2021–2028 and the Norwegian Financial Mechanism for the years 2021–2028, hereinafter referred to as the “Guidelines on procurement of the Minister of MFiPR”;
11) the Programme Agreement between the Financial Mechanism Committee and the Department of Aid Programmes of the Ministry of Funds and Regional Policy acting as the National Focal Point, hereinafter referred to as the “Programme Agreement”.

The Parties agree as follows.

§ 1.

Definitions

Whenever the Project contract refers to:

1) **industrial research** - it should be understood as the research referred to in Article 2 point 85 of Regulation No. 651/2014;
2) **beneficiary** - it should be understood as the Project contractor referred to in Article 41 paragraph 1 of the Law[4]**;**

• (in the case of a non-governmental organisation, association, foundation)
<name of the entity> ……………………………, having its registered office in …………………… (city), address: postal code ……………………, street ……………………, city ………………………… entered in the Register of Associations, other social and professional organisations, foundations and independent public healthcare institutions / Register of Entrepreneurs (delete as appropriate if entered in only one register) of the National Court Register maintained by the District Court ……, under KRS No. ……, NIP ………, REGON ……, represented by: ……………………, on the basis of ………………..

• (in the case of communes, counties, associations of communes, counties, metropolitan unions)
<name of the entity> ……………………, having its registered office in …………………… (city), …………………… (postal code), ul. ……………………, NIP ……………………, REGON ……………………, represented by: ……………………, on the basis of ………………..

•• In the case of project partners, excluding the indication of the person authorised to sign the Agreement.

[3] The documents are available on the following websites: https://eeagrants.org/pl/poland; www.ncbr.gov.pl

[4] Applies only to projects selected in calls for proposals.

3) **funding** - it should be understood as the amount of funds granted to the Project Promoter and project partners from public funds on the basis of the Project contract;
4) **another entity** – shall mean an entity that is neither a research organisation nor an entrepreneur[5], having legal capacity and the capacity to perform legal acts, eligible to participate in the call and to operate within a consortium, implementing the Project as part of its non-economic activity.
5) **consortium** – shall mean the Project Promoter and the project partners jointly implementing the Project on the basis of a partnership agreement referred to in point 19;
6) **copies** – shall mean copies of documents, each page of which has been certified as a true copy of the original by a person authorised to represent the Project Promoter or the project partner, unless the Project contract provides otherwise;
7) **eligible costs** – shall mean eligible costs in accordance with the rules described in the Cost Eligibility Guide, forming part of the call documentation and constituting a catalogue of eligible costs that may be incurred. The Cost Eligibility Guide may be subject to updates; however, for the purpose of assessing the eligibility of incurred expenditure, the version of the Cost Eligibility Guide in force on the date the expenditure is incurred shall apply;
8) **SME** – shall mean a micro, small or medium-sized enterprise within the meaning of Article 2 of Annex I to Regulation No 651/2014 and Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
9) **research organisation** – shall mean an entity of the higher education and science system referred to in Article 7(1)(1), (2) and (4)–(8) of the Act of 20 July 2018 – Law on Higher Education and Science, being a research and knowledge-dissemination organisation within the meaning of Article 2(83) of Regulation No 651/2014, provided that it is not an entity whose sole purpose is to disseminate on a wide scale the results of research and development activities through teaching, publication or knowledge transfer;
10) **experimental development** – shall mean experimental development as referred to in Article 2(86) of Regulation No 651/2014;
11) **R&D works** – shall mean works comprising industrial research or experimental development, where the scope and type of works (i.e. industrial research or experimental development) to be carried out under the Project are specified in the project proposal constituting Annex No. 1 to the Project contract;
12) **Project** – shall mean an undertaking referred to in Article 2(1) of the Act, implemented by the Project Promoter and the project partners on the basis of the Project contract, including the performance of R&D works;
13) **entrepreneur** – shall mean an enterprise within the meaning of Article 1 of Annex I to Regulation No 651/2014;
14) **scientific risk** – shall mean the probability of failure to achieve the assumptions or objectives of the Project, despite the Project Promoter or the project partners acting in compliance with the law, the Project contract, applicable procedures and good practices, and with due diligence, caused by circumstances that could not have been foreseen at the stage of applying for funding;
15) **force majeure** – shall mean an event or a combination of events beyond the control of the Parties which prevent the performance of obligations under the Project contract, which the Parties could not have foreseen or prevented, nor overcome by exercising due diligence;
16) **flat rate** – shall mean a simplified method of cost settlement constituting a specified percentage of one or more categories of costs;
17) **unit cost** – shall mean a simplified method of cost settlement consisting in the reimbursement of specific activities based on a pre-determined rate per unit of activity;
18) **public funds** – shall mean funds referred to in Article 5(1)(1) and (2) of the PFA;
19) **partnership agreement** – shall mean an agreement establishing a consortium concluded between the Project Promoter and the project partners (consortium agreement);
20) **own contribution of the Project Promoter or the project partners** – shall mean financial resources secured by the Project Promoter and the project partners, which will be allocated to cover eligible costs and which will not be provided to the Project Promoter and the project partners in the form of funding (the difference between the amount of eligible costs and the amount of funding granted to the Project Promoter); the own contribution of the Project Promoter and the project partners may not originate from public funds, including grants/subsidies from the state budget and from the budgets of local government units, unless the procedure

[5] If another entity intends to implement the project within its economic activity, it shall be treated as an enterprise (it applies for the call and implements the project as an enterprise) and is subject to the requirements and provisions applicable to enterprises. If another entity intends to implement the project as a research organisation, it applies for the call and implements the project as a research organisation and is subject to the requirements and provisions applicable to research organisations.

for granting such grants/subsidies does not exclude the possibility of allocating funds from these sources to cover own contributions in other projects[6];

21) **project proposal** – shall mean an application submitted by the Project Promoter for the purpose of obtaining funding, which constitutes Annex No. 1 to the Project contract;
22) **payment request** – shall mean a document submitted by the Project Promoter, prepared in accordance with the template specified by the Centre, used, inter alia, to request the disbursement of an advance payment, to settle an advance payment, and to request the disbursement of funding (including in the form of reimbursement);
23) **date of acceptance by the Donors of the Final Programme Report** – shall mean the date of acceptance by the Financial Mechanism Committee, acting as the Donor, of the final report submitted by the Centre, acting as the Programme Operator, as referred to in point 6.8 of the Regulation;

§ 2.

Subject of the Project contract

1. The Project contract sets out the rules for granting funding by the Centre for the implementation of the Project, as well as the rights and obligations of the Parties related to the implementation of the Project.
2. The Project may be implemented by a member of the consortium that is a research organisation or another entity exclusively within the scope of its non-economic activity.
3. Funding for R&D works, constituting State aid, is granted on the basis of Chapter 2 of the MNiSW Regulation and constitutes State aid exempt from the notification obligation provided for in Article 108 of the Treaty on the Functioning of the European Union, pursuant to Regulation No 651/2014.

§ 3.

Rights and obligations of the Parties

1. The Centre undertakes to grant the Project Promoter, and through it the project partners, funding for the implementation of the Project in the amount specified in § 6(3) of the Project contract.
2. The selection of the Project for funding shall not be equivalent to recognising all costs incurred during its implementation as eligible.
3. The Project Promoter and the project partners undertake to implement the Project with due diligence and to use the funding in accordance with:
    1) the Project contract and its annexes, in particular the project proposal constituting Annex No. 1 to the Project contract;
    2) applicable provisions of national and EU law, including provisions on competition, public procurement and State aid;
    3) the Regulation;
    4) the Guidelines, other Guidelines and the Guidelines on procurement of the Minister of MFiPR;
    5) the Programme Agreement.
4. The Project Promoter undertakes in particular:
    1) to achieve, together with the project partners, the objectives set out in the project proposal;
    2) not to assign, during the period from the date of commencement of the Project implementation referred to in § 7(1) of the Project contract (which is also the date of the start of the cost eligibility period) until the expiry of 5 years from the date of acceptance by the Donors of the Final Programme Report, to any third party any rights, obligations or claims arising from the Project contract without the prior written consent of the Centre, under pain of nullity[7];
    3) to submit to the Centre payment requests and Reports within the specified deadlines;
    4) to immediately inform the Centre of any intended legal or organisational changes in its status or in the status of the project partners that may have a direct impact on the implementation of the Project, and to obtain the Centre's consent to any changes in its or a project partner's legal or organisational status that

[6] In such a case, it shall be verified whether the own contribution provided in this manner does not lead to double financing of expenditure and unjustified State aid for an entrepreneur.

[7] Applies accordingly to project partners.

may have a direct impact on the implementation of the Project contract/Project or on the achievement of the Project objectives. The Centre shall provide feedback within 60 days;

5) to provide the declared own contribution for the implementation of the Project and to ensure that it is provided by the project partners;
6) to provide the Centre and entities authorised by the Centre with any requested information or documents relating to the implementation of the Project and the expenditure of the funding, as well as the results of the Project and their use, during the implementation of the Project and for a period of 5 years from the date of acceptance by the Donors of the Final Programme Report;
7) to comply with the values and principles referred to in Article 1.3.1 of the Regulation, and to ensure that the project partners act, and that all activities under the Project are carried out, in accordance with these values and principles throughout the entire period of Project implementation;
8) to comply with personal data protection rules and principles of their processing resulting from generally applicable laws;
9) to ensure a qualified electronic signature for persons authorised to represent the Project Promoter during the implementation of the Project.

5. The Project Promoter:
   1) on the basis of the granted power of attorney, undertakes to represent the consortium in all matters related to the performance of the Project contract and to provide the project partners with all information related to the performance of the Project contract (in justified cases, the Centre may also provide information related to the implementation of the Project directly to the project partners);
   2) undertakes to inform the Centre of all changes to the partnership agreement within 14 days from their introduction and to obtain the Centre's consent, in writing or in electronic form (signed with a qualified electronic signature), for introducing changes to the partnership agreement with regard to a change of a project partner;
   3) ensures that the partnership agreement contains provisions ensuring the proper implementation of the Project by the Project Promoter and the project partners, as well as the performance by them of all obligations necessary for the proper execution of the Project contract;
6. The Centre shall not be liable towards the project partners for the Project Promoter's failure to fulfil its obligations arising from the Project contract.
7. The Project Promoter agrees to the disclosure to public administration authorities, including law enforcement authorities or entities authorised by them, of any information concerning the implementation of the Project, including the project proposal, its reviews, the Project contract, Reports and other documents related to the implemented Project, for purposes related to the activities of such authorities or entities.
8. The Project Promoter and a project partner may entrust the implementation of part of the works under the Project to a subcontractor. The value of works carried out on a subcontracting basis may not exceed 70% of the total eligible costs of industrial research and experimental development incurred in the Project.

§ 4.

Intellectual property rights and implementation of Project results

1. The Project Promoter and the project partners undertake to implement the full scope of the Project in accordance with the project proposal constituting Annex No. 1 to the Project contract.
2. The allocation of proprietary rights to the results of R&D works and the related access rights, constituting the outcome of the Project, vested in the consortium leader or the consortium members, shall comply with Article 32(1) of the Act and may not infringe the provisions on State aid[8]. Agreements concluded with subcontractors may not infringe the rule set out in the preceding sentence. Any transfer of proprietary rights to the results of

[8] In accordance with point 29 of the "Communication from the Commission – Framework for State aid for research and development and innovation" (OJ EU C No. 414, p. 1), "in the case of collaborative projects carried out by entrepreneurs together with research organisations or research infrastructures, the Commission considers that no indirect State aid is granted to the participating entrepreneurs through those entities due to favourable conditions of the collaboration, if one of the following conditions is fulfilled:
a) the participating entrepreneurs bear the full costs of the project; or
b) the results of the collaboration which do not give rise to intellectual property rights may be widely disseminated, and any intellectual property rights resulting from the activities of research organisations or research infrastructures are fully allocated to those entities; or
c) any intellectual property rights resulting from the Project, as well as the related access rights, are allocated among the different collaborating partners in a manner that adequately reflects their work packages, contributions and respective interests; or
d) research organisations or research infrastructures receive compensation equivalent to the market price for the intellectual property rights resulting from their activities and assigned to participating entrepreneurs, or to which access rights are granted to participating entrepreneurs. From this compensation, the absolute value of any financial and non-financial contributions of the participating entrepreneurs to the costs of the activities of research organisations or research infrastructures that resulted in those intellectual property rights may be deducted"

basic research, industrial research and experimental development constituting the outcome of the Project between the Project Promoter or the project partners shall take place against remuneration corresponding to the market value of such rights[9].

3. The allocation of proprietary rights to the results of R&D works constituting the outcome of the Project shall be carried out in accordance with paragraph 2 and may not constitute unlawful State aid.
4. The provisions of the Act of 4 February 1994 on copyright and related rights shall apply to proprietary copyrights created as a result of the implementation of the Project[10] .
5. In the event of implementation of the results of R&D works, the Project Promoter or the project partners shall be obliged to implement the results of R&D works in the manner specified in the Project contract. The following forms of implementation of the results of R&D works carried out under the Project are possible:
    1) introduction of the results of R&D works into the Project Promoter's or a project partner's own business activity, where such entity is an entrepreneur, by commencing production or provision of services based on the results obtained under the Project, or
    2) granting a licence to use the rights to the results of R&D works held by the Project Promoter or a project partner in the business activity conducted by another entrepreneur, or
    3) sale of the rights to the results of R&D works for the purpose of their introduction into the business activity of another entrepreneur.
6. The Project Promoter or a project partner may commence the implementation of the results of R&D works before the completion of the Project implementation.
7. The sale of rights to the results of R&D works for the purpose of their further resale shall not be considered as the implementation of the results of R&D works[11.]
8. The sale of rights to the results of R&D works or the granting of a licence to use the rights to the results of R&D works held by the Project Promoter or a project partner in the business activity carried out by another entrepreneur, as referred to in paragraph 5 points 2 and 3, shall be made at market price12.
9. The agreement for the sale of rights to the results of R&D works or for granting a licence to use such rights to the results shall, in particular, include the following elements:
    1) guarantees that the price for the transfer of rights to the results of R&D works or for granting a licence to use the rights to such results held by the Project Promoter or a project partner is at market level;
    2) obliges the acquirer/licensee to implement the results of R&D works in its own business activity by commencing production or provision of services based on the results of the Project;
    3) prohibits the transfer of rights to the results of R&D works to a third party (in the case of a sale agreement)[13];
    4) specifies the deadline by which the results of R&D works are to be introduced into the business activity of the acquirer/licensee;
    5) obliges the acquirer/licensee to submit a declaration on the introduction of the results of R&D works into its business activity no later than within one year from the date of conclusion of the agreement for the sale of rights to the results of such works / the agreement for granting a licence to use the rights to the results held by the Project Promoter or a project partner, or no later than within one year from the completion of the Project implementation, where the agreement for the sale of rights to the results of R&D works / the agreement for granting a licence to use the rights to the results held by the Project Promoter or a project partner was concluded during the implementation of the Project.

[9]The price may be considered as market-based if:
a) it has been determined through an open, transparent and non-discriminatory competitive sales procedure; or
b) an independent expert valuation confirms that the price is at least equal to the market value; or
c) the seller can demonstrate that it has negotiated the price under full competition conditions in order to obtain maximum economic benefit at the time of concluding the agreement, taking into account its statutory objectives; or
d) in accordance with the consortium agreement, an entrepreneur has a right of first refusal with respect to intellectual property rights resulting from cooperation with a research organisation, and the collaborating entities have a reciprocal right to seek more economically advantageous offers from third parties; entrepreneurs forming part of the Consortium must accordingly adjust their offer.

[10] (Laws of 2022, item 2509).

[11] Further transfer of rights to the results of R&D works or experimental development shall be permitted provided that the results are implemented by the original acquirer in its own business activity.

[12] See footnote No. 10.

[13] See footnote No 12.

10. Implementation within the meaning of paragraph 5 point 1 may not be carried out by the Project Promoter or a project partner that is a research organisation or another entity.

§ 5.

Conditions for granting the aid intensity increase[14]

1. With regard to the aid referred to in § 2(2) of the Project contract, the Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase for wide dissemination of the results of industrial research or experimental development amounting to 15 percentage points, provided that:

    a. in the case of industrial research – granting the aid intenstiy increase may not result in exceeding an intensity of 80% of eligible costs for micro and small entrepreneurs, 75% of eligible costs for medium-sized entrepreneurs, and 65% of eligible costs for entrepreneurs other than SMEs;

    b. in the case of experimental development – granting the aid intensity increase may not result in exceeding an intensity of 60% of eligible costs for micro and small entrepreneurs, 50% of eligible costs for medium-sized entrepreneurs, and 40% of eligible costs for entrepreneurs other than SMEs,

    provided that within a period not exceeding 3 years from the completion of the Project implementation, the results obtained by the Project Promoter or a project partner are:

    1) presented at at least 3 scientific and technical conferences, including at least one of nationwide importance; or
    2) published in at least two scientific or technical journals included in the list of journals published by the minister responsible for higher education and science, valid as at the date of acceptance of the article for publication, or in publicly accessible databases ensuring free access to the obtained Project results (raw research data); or
    3) entirely disseminated through free software or software under an open access licence.

2. In the case referred to in paragraph 1 point 3, the Project Promoter and the project partners shall be obliged to provide access to and to widely disseminate the results of industrial research or experimental development to all entities interested in using such results free of charge, in compliance with the principle of equal access. The provision of software in an incomplete version that does not retain all functional features attributed to the results of industrial research and experimental development shall not be considered as wide dissemination.
3. The Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase of 15 percentage points for effective collaboration within the Project with another entrepreneur or entrepreneurs that are not linked to it within the meaning of Annex I to Regulation No 651/2014 and that are members of the consortium, at least one of which is a micro, small or medium-sized enterprise, or where the collaboration is international in nature, meaning that industrial research or experimental development is carried out in at least two Member States of the European Union or in a Member State of the European Union and in a member state of the European Free Trade Association (EFTA) which is a party to the Agreement on the European Economic Area, provided that:
    1) in the case of industrial research – granting the aid intensity increase may not result in exceeding an intensity of 80% of eligible costs for micro and small entrepreneurs, 75% for medium-sized entrepreneurs, and 65% for entrepreneurs other than SMEs;
    2) in the case of experimental development – granting the aid intensity increase may not result in exceeding an intensity of 60% of eligible costs for micro and small entrepreneurs, 50% for medium-sized entrepreneurs, and 40% for entrepreneurs other than SMEs; and
    3) no entrepreneur bears more than 70% of the eligible costs of the Project.
4. The Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase of 15 percentage points for effective collaboration within a Project implemented as a consortium with at least one research organisation, provided that:
    1) in the case of industrial research – granting the aid intensity increase may not result in exceeding an aid intensity of 80% of eligible costs for micro and small entrepreneurs, 75% for medium-sized entrepreneurs, and 65% for entrepreneurs other than SMEs;

[14] If applicable.

2) in the case of experimental development – granting the aid intensity increase may not result in exceeding an aid intensity of 60% of eligible costs for micro and small entrepreneurs, 50% for medium-sized entrepreneurs, and 40% for entrepreneurs other than SMEs,

provided that:

1) the research organisation bears at least 10% of the Project costs, and
2) the research organisation has the right to publish the results of the Project to the extent that they originate from the research carried out by it.

5. The Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase for the timely granting of licences related to the results of industrial research or experimental development, amounting to 15 percentage points, provided that:
   1) in the case of industrial research – granting the aid intensity increase may not result in exceeding an intensity of 80% of eligible costs for micro and small entrepreneurs, 75% of eligible costs for medium-sized entrepreneurs, and 65% of eligible costs for entrepreneurs other than SMEs;
   2) in the case of experimental development – granting the aid intensity increase may not result in exceeding an intensity of 60% of eligible costs for micro and small entrepreneurs, 50% of eligible costs for medium-sized entrepreneurs, and 40% of eligible costs for entrepreneurs other than SMEs,

   provided that within a period not exceeding 3 years from the completion of the Project implementation, the Project results protected by intellectual property rights are made available at market price, on a non-exclusive and non-discriminatory basis to interested parties within the European Economic Area.
6. The Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase for the implementation of the Project in an area eligible for regional aid, amounting to 15 percentage points, provided that:
   1) in the case of industrial research – granting the aid intensity increase may not result in exceeding an intensity of 80% of eligible costs for micro and small entrepreneurs, 75% of eligible costs for medium-sized entrepreneurs, and 65% of eligible costs for entrepreneurs other than SMEs;
   2) in the case of experimental development – granting the aid intensity increase may not result in exceeding an intensity of 60% of eligible costs for micro and small entrepreneurs, 50% of eligible costs for medium-sized entrepreneurs, and 40% of eligible costs for entrepreneurs other than SMEs,

   provided that throughout the entire duration of the Project, it is implemented in the territories of the following voivodeships: Kujawsko-Pomorskie, Lubelskie, Lubuskie, Łódzkie, Małopolskie, Opolskie, Podkarpackie, Podlaskie, Pomorskie, Śląskie, Świętokrzyskie, Warmińsko-Mazurskie and Zachodniopomorskie, or in the Mazowieckie regional region.
7. The Project Promoter or a project partner that is an entrepreneur shall be entitled to an aid intensity increase for the implementation of the Project in an area eligible for regional aid, amounting to 5 percentage points, provided that:
   1) in the case of industrial research – granting the aid intensity increase may not result in exceeding an intensity of 75% of eligible costs for micro and small entrepreneurs, 65% of eligible costs for medium-sized entrepreneurs, and 55% of eligible costs for entrepreneurs other than SMEs;
   2) in the case of experimental development – granting the aid intensity increase may not result in exceeding an intensity of 50% of eligible costs for micro and small entrepreneurs, 40% of eligible costs for medium-sized entrepreneurs, and 30% of eligible costs for entrepreneurs other than SMEs,

   provided that throughout the entire duration of the Project, it is implemented in the territories of the following voivodeships: Dolnośląskie and Wielkopolskie, as well as in the Warsaw Capital Region in the areas belonging to the communes of: Baranów, Błonie, Dąbrówka, Dobre, Góra Kalwaria, Grodzisk Mazowiecki, Jadów, Jaktorów, Kałuszyn, Kampinos, Kołbiel, Latowicz, Leoncin, Leszno, Mrozy, Nasielsk, Osieck, Prażmów, Serock, Siennica, Sobienie-Jeziory, Strachówka, Tarczyn, Tłuszcz, Zakroczym or Żabia Wola.
8. Subcontracting shall not be considered as effective collaboration.
9. Failure to meet the conditions set out respectively in paragraphs 1, 3, 4, 5, 6 or 7 shall result in a reduction of the aid intensity to the basic level of aid intensity. In the event that the above conditions are not met after the completion of the Project implementation, the Centre shall request the Project Promoter to return the equivalent of the aid intensity increase together with interest at the rate applicable to tax arrears, calculated

from the date of transfer of the funds to the bank account of the Project Promoter until the date of their repayment. The repayment shall be made within 14 days from the date of receipt of the request.

10. The right to obtain an aid intensity increase for effective collaboration within the Project shall apply only to the extent that such collaboration exists as at the date of conclusion of the Project contract. Collaboration having the characteristics of effective collaboration, as referred to in paragraph 3 or 4, undertaken during the implementation of the Project shall not entitle the parties to obtain the aid intensity increase.
11. The Project Promoter or a project partner that is an entrepreneur shall lose the right to the aid intensity increase referred to in paragraph 4 or 5 in the event of termination of the partnership agreement during the implementation of the Project or an amendment to the partnership agreement resulting in the failure to meet the conditions for granting the aid intensity increase. In the case referred to in the preceding sentence, the aid intensity shall be reduced to the basic level of aid intensity. In the situations referred to above, after the completion of the Project implementation, the Centre shall request the Project Promoter to return the equivalent of the aid intensity increase together with interest at the rate applicable to tax arrears, calculated from the date of transfer of the funds to the bank account of the Project Promoter until the date of their repayment. The repayment shall be made within 14 days from the date of receipt of the request.
12. The accumulation of the aid intensity increase for wide dissemination of results, the aid intensity increase for effective collaboration within the Project, the aid intensity increase for the timely granting of licences related to the results, and the aid intensity increase for the implementation of the Project in the areas referred to in paragraphs 1, 3, 4, 5, 6 or 7 shall not be permitted. The granting of one aid intensity increase shall preclude the granting of another.

§ 6.

Value of the Project and amount of funding

1. The total cost of the Project implementation amounts to ……………… **zł (*in words:* …………… *złotych*)**.
2. The total amount of eligible costs amounts to ……………… **zł (*in words:* …………… *złotych*)**, provided that:
   1) the maximum amount of expenditure eligible for support for industrial research amounts to ……………… **zł (*in words*: …………… *złotych*)**;
   2) the maximum amount of expenditure eligible for support for experimental development amounts to ……………… **zł (*in words:* …………… *złotych*).**
3. Under the terms specified in the Project contract, the Centre shall grant funding in an amount not exceeding ……………… **zł (*in words*: …………… *złotych*)**, provided that:
   1) the maximum amount of funding for industrial research amounts to ……………… **zł (*in words:* …………… *złotych*)**;
   2) the maximum amount of funding for experimental development amounts to ……………… **zł (*in words:* …………… *złotych*).**
4. The funding referred to in paragraph 3 shall be disbursed as follows:
   1) 85 % of the funding amount in the form of payments from the European funds budget, which constitutes …………………… zł (*in words:* …………………… *złotych*) and
   2) 15 % of the funding amount from the targeted grant, which constitutes …………………… zł (*in words:* …………………… *złotych*).
5. Expenditure exceeding the total amount of eligible costs specified in paragraph 2, including expenditure resulting from an increase in the total cost of the Project implementation after the conclusion of the Project contract, shall be borne by the Project Promoter or a project partner and shall constitute ineligible costs.
6. The Project Promoter or a project partner shall be obliged to ensure financing of the costs constituting the required own contribution as well as ineligible costs necessary for the implementation of the Project from its own resources.
7. In the event of a change in the amount of expenditure eligible for support resulting from a change in the scope of the Project, the amount of funding granted may be reduced.
8. State aid in the Project, intended for industrial research or experimental development, the intensity of which is determined on the basis of § 13 and § 14 of the MNiSW Regulation, shall be granted to entrepreneurs. A

research organisation or another entity shall implement the Project within the scope of its non-economic activity, shall not receive State aid and may receive funding of up to 100% of eligible costs.

9. Funding shall be transferred to the bank account of the Project Promoter No. …………………… . The Project Promoter shall be obliged to establish and maintain, at least for the duration of the cost eligibility period, a dedicated bank account for the purposes of the Project[15].
10. Until the receipt of reimbursement or an advance payment, the Project Promoter and the project partners shall be obliged to finance the implementation of the Project from their own resources.
11. It shall not be possible to settle part of the indirect costs under the Project using a flat rate and the remaining part on the basis of actually incurred expenditure.

§ 7.

Eligibility of costs

1. The cost eligibility period for the Project shall be the period of Project implementation, which begins on .... and ends on …………………… .
2. Eligible costs of the Project shall include costs actually incurred as well as costs settled on the basis of simplified cost options (unit costs and flat rates). Costs incurred under the Project shall meet the following conditions:
   1) in the case of costs actually incurred, they have been incurred between the first and the last day of the eligibility period indicated in paragraph 1, subject to paragraph 3. In the case of costs settled on the basis of simplified cost options, the activities forming the basis for payment have been carried out between the first and the last day of the eligibility period indicated in paragraph 1;
   2) they are related to the subject matter of the Project contract and are consistent with the Project budget;
   3) they are proportionate and necessary for the implementation of the Project;
   4) they must be used solely for the implementation of the objectives of the Project and its expected results in a manner consistent with the principles of economy, effectiveness and efficiency;
   5) in the case of costs actually incurred, they are identifiable and verifiable, in particular through their recording in the Beneficiary's accounting records in accordance with applicable national accounting standards, as well as generally accepted accounting principles and the accounting policy applied by the Project Promoter or a project partner;
   6) they have been incurred in accordance with the Cost Eligibility Guide;
   7) they have been incurred in accordance with the rules set out in § 10 of the Project contract.
3. Costs actually incurred shall be considered incurred when the cost has been invoiced, paid, and the subject matter has been delivered (in the case of goods) or performed (in the case of services and works). By way of exception, costs for which invoices were issued in the last month of the eligibility period shall also be considered incurred within the eligibility period, provided that they are paid by the end of the month following the last day of the Project eligibility period indicated in paragraph 1. Overheads and depreciation of equipment shall be considered incurred at the moment they are recorded by the Project Promoter or a project partner. The final date of cost eligibility in the Programme is 30 April 2031.
4. If the Project Promoter or a project partner commences the implementation of the Project before the date of submission of the project proposal or on the date of submission of the project proposal, all costs under the Project shall be considered ineligible. In the case referred to in the preceding sentence, § 15(4) of the Project contract shall apply.
5. Costs related to the implementation of the results of R&D works shall not constitute eligible costs.
6. If the total amount of funding received under the Programme by a given Project Promoter or project partner exceeds PLN 1,824,318.00 (in words: one million eight hundred twenty-four thousand three hundred eighteen zlotys 00/100)[16] they are required to submit a certificate from an independent auditor or a competent and independent public officer confirming that the costs have been incurred in accordance with the Regulations, national law, and applicable national accounting practices, as well as the Guidelines. In the case of simplified cost options, proof of conditions fulfilled is limited to demonstrating the completion of the relevant activities

[15] A project partner shall be obliged to establish and maintain, at least for the duration of the cost eligibility period, a dedicated bank account for the purposes of the Project, or to keep records of banking operations in a manner allowing the identification of financial resources spent on the implementation of the Project.

[16] The equivalent of the amount of EUR 430,000.00 converted at the exchange rate applicable for the call, i.e. EUR 1 = PLN 4.2426.

(for unit costs) or confirming the correctness of the costs incurred forming the basis for the calculation (for flat-rate financing).

7. The auditor must be qualified to carry out statutory audits of accounting documents. A competent and independent public officer must be recognised by the relevant national authorities as having the capacity to perform budgetary and financial control over the entity incurring the costs and must not have participated in the preparation of financial statements.
8. The procedure aimed at issuing the certificate referred to in paragraph 6 shall be an eligible cost, provided that it has commenced after at least 50% of the planned expenditure related to the implementation of the Project has been incurred.
9. The certificate referred to in paragraph 6 shall be submitted together with the final Report referred to in § 9(1)(2) of the Project contract. On the basis of the certificate, the Centre shall verify the eligible expenditure specified in the final Report.
10. If a Project audit referred to in § 14 of the Project contract has been carried out, the audit report shall be considered sufficient proof of expenditure incurred by the Project Promoter or Polish project partners. In such a case, the certificate referred to in paragraph 6 shall not be required for them. At the same time, carrying out a Project audit shall not exempt a project partner from a Donor State, meeting the conditions referred to in paragraph 6, from submitting the certificate.
11. In the event of termination of the Project contract pursuant to § 15(1)–(4) of the Project contract, the Centre may consider all or part of the costs incurred by the Project Promoter and the project partners under the Project as ineligible.
12. In the event of failure to provide the own contribution or improper documentation of the own contribution provided by the Project Promoter or a project partner, the Centre shall be entitled to request the return of part of the funding in an amount proportional to the portion of the own contribution not provided or improperly documented.

§ 8.

Conditions and form of transfer of funding

1. The disbursement of funding for covering indirect costs (Overheads) shall be conditional upon the demonstration of direct expenditure actually incurred or costs settled on the basis of simplified cost options (unit costs).
2. The Project Promoter shall promptly transfer financial resources to the project partners in amounts ensuring proper implementation of the Project / financial liquidity within the Project.
3. The first advance payment for the implementation of the Project, amounting to up to 30% of the Project funding, shall be paid to the Project Promoter within 30 days from the date of conclusion of the Project contract, provided that security has been established[17], as referred to in § 19(2) of the Project contract, subject to § 19(4) and (10) of the Project contract. Where the start date of Project implementation falls later than 90 days from the date of conclusion of the Project contract, the first advance payment shall be paid to the Project Promoter within 14 days from the date of commencement of the Project implementation, provided that the security referred to in § 19(2) has been established[18], subject to § 19(4) and (10) of the Project contract. Subsequent advance payments in the amount planned in the payment schedule for a given budget year shall be disbursed on the basis of a payment request submitted by the Project Promoter[19], subject to paragraph 4. In justified cases, the Centre may change the amount of the advance instalment or reimbursement depending on the financial situation of the Centre or the Project Promoter.
4. A condition for receiving the next advance payment is demonstrating that at least 70% of all previously transferred advance payments has been spent.
5. In order to receive the next advance payment, after meeting the condition referred to in paragraph 4, or in order to receive reimbursement of incurred costs, the Project Promoter shall be obliged to submit to the Centre a payment request (in electronic form with a qualified electronic signature or in paper form together with an identical electronic copy of this document in accordance with the template of the application in an Excel file sent to the e-mail address of the Project officer) no later than 31 October of the relevant budget year.

[17] If applicable.

[18] If applicable.

[19] Application for payment of an advance or reimbursement, prepared in accordance with the template available on the Centre's website at www.ncbr.gov.pl.

6. The Project Promoter, having been notified by the Centre of errors or deficiencies in the submitted payment request, shall be obliged to rectify them within 14 days from the date of receipt of the request. The Centre may make editorial or accounting corrections or supplements to the payment request and Reports without the need for their acceptance by the Project Promoter. The Centre shall inform the Project Promoter of the scope of the introduced corrections and supplements.
7. Failure by the Project Promoter to correct errors or deficiencies in the payment request may result in its rejection and suspension of the disbursement of funding or in the recognition of the payment request only in the amount of properly eligible costs.
8. The Centre shall verify the payment request within 30 days from the date of receipt of a correct and complete payment request. Funds shall be disbursed after the approval of the payment request. The disbursement of an advance payment or reimbursement of costs shall not constitute approval of the incurred costs indicated in the payment request. As part of the verification of the payment request, the Centre may request the Project Promoter to provide, within a specified period, documentation necessary to confirm the eligibility of the expenditure contained therein or conditions fulfilled when using simplified costs options (unit costs and flat rates), in particular documentation enabling verification of the use of financial resources referred to in § 7(2) of the Project contract. The time limit of 30 days for the approval of a correct and complete payment request shall be suspended in the event of a request for supplements, corrections or additional explanations necessary to verify the documentation confirming the eligibility of expenditure. The verification of the payment request shall be suspended in the event of submission by the Project Promoter of a request for amendments to the Project referred to in § 18(7) of the Project contract, which affects the data contained in the submitted payment request. The time limit for verification of the payment request referred to in the preceding sentence shall start running on the date of completion of the processing of the request for amendments to the Project referred to in the preceding sentence.
9. Financial resources received and not used in a given budget year may be used in the following budget year of Project implementation without the need to conclude an annex to the Project contract.
10. In the event of failure to submit a payment request within the time limit specified in paragraph 5, the Project Promoter shall be obliged to submit a revised payment schedule by 31 October of the relevant budget year. Failure to make the appropriate correction to the payment schedule may result in the Centre updating the payment schedule, which shall not affect the scope of the Project.
11. In the event of a change in the bank account number, the Project Promoter shall be obliged to promptly inform the Centre of such change in writing or in electronic form (with a qualified electronic signature), no later than on the date of submission of the payment request. A change of the bank account number shall not require an amendment to the Project contract.
12. In the event that the Centre makes a payment to an incorrect bank account number as a result of failure to fulfil the obligation referred to in paragraph 11, the costs related to re-executing the transfer and all consequences of recovering funds constituting unjust enrichment of a third party, including consequences of their loss by the Centre, shall be borne by the Project Promoter. The Project Promoter shall be jointly and severally liable with the unjustly enriched third party and, upon request of the Centre, shall be obliged to return to the Centre the full amount of funds transferred to the incorrect bank account. Upon reimbursement of all funds, the Centre declares that it assigns to the Project Promoter the title to recourse claims against the unjustly enriched party.
13. ▯ Revenues from the sale of research equipment purchased or produced with funds constituting funding, obtained during the Project implementation period, shall be reported in the final Report and returned to the bank account of the Centre within 60 days from the date of completion of the Project implementation.
14. The total amount of bank interest accrued on the funding transferred for the implementation of the Project shall be reported by the Project Promoter in the final Report and returned to the bank account of the Centre.
15. Any part of the funding not used by the Project Promoter or the project partners after the completion of the Project implementation shall be returned to the bank account of the Centre, together with the total amount of interest referred to in paragraph 14, within 60 days from the date of completion of the Project implementation.
16. The return of the unused part of the funding after the time limit specified in paragraph 15 shall result in the obligation to return such funds together with interest at the rate applicable to tax arrears, calculated from the day following the expiry of the time limit specified in paragraph 15 until the date of their return.
17. The Project Promoter and a project partner shall be obliged to possess documents confirming the costs incurred for the purposes of the Project implementation, subject to costs settled on the basis of simplified cost options (unit costs and flat rates). The documents shall be prepared and stored in accordance with applicable law. The original accounting document shall be marked, indicating the following information: the

Project contract number, the relevant cost category, the number of the task (WP – Work Package) carried out within the Project, and the amount of eligible costs.

18. The Project Promoter and a project partner shall be obliged to maintain separate accounting records of financial resources by type with an analytical breakdown of costs, enabling the identification of financial resources spent on the implementation of the Project. Where, in accordance with applicable law, the Project Promoter or a project partner is not obliged to maintain such records, they shall be required to keep records with an appropriate description in accordance with paragraph 17, allowing the identification of financial resources spent on the implementation of the Project.
19. The Centre shall have the right to carry out an inspection of the documentation referred to in paragraph 17 during the period from the date of commencement of the Project implementation, specified in § 7(1) of the Project contract, until the expiry of 5 years from the date of acceptance by the Donors of the Final Programme Report[20].
20. Acceptance of a payment request or approval of the Report referred to in § 9(1) of the Project contract shall neither waive nor affect the possibility of different findings and results of the inspections referred to in paragraph 19.
21. The disbursement of funding from European funds and national co-financing shall be carried out through Bank Gospodarstwa Krajowego, within the framework of authorisations granted by the National Focal Point for a given budget year and in accordance with the payment schedule available at www.bgk.pl.
22. The Centre may commission an external entity to carry out an assessment of the Project implementation and of the payment request submitted for verification in order to obtain an expert opinion.
23. The Project Promoter shall be obliged to make available at its registered office (in a single room), to the Centre or an institution authorised by it, the organised and properly described documentation referred to in paragraph 17 (including copies of the above-mentioned documentation of the Polish project partner) for verification purposes. At the request of the Centre, the Project Promoter shall be obliged to submit such documentation to the Centre in the form and within the time limit specified by the Centre.

§ 9.

Monitoring the implementation of the Project

1. The Project Promoter shall submit to the Centre the following documents enabling monitoring, reporting and verification of the proper implementation of the Project contract (Reports), in accordance with the template available on the Centre's website www.ncbr.gov.pl and in the form specified therein:
    1) *midterm report* (interim report) consisting of a technical and a financial part*;*
    2) information on the value of indicators achieved in a given calendar year;
    3) final Report;
    4) report on the implementation of Project results;
    5) reports on the sustainability of Project results;
    6) ex-post report;
2. The Project Promoter shall attach to the Reports the information indicated by the Centre for evaluation purposes.
3. The midterm report shall contain a report on the implementation of the Project and shall be submitted within 30 days after the end of the 18th month of the Project duration and shall cover the period from the date of commencement of Project implementation referred to in § 7(1) of the Project contract until the end of the 18th month of the Project duration. The midterm report shall also include information on the fulfilment of information and publicity obligations regarding Project funding by the Centre, as referred to in § 11 of the Project contract.
4. On the basis of the midterm report, the Centre shall conduct a midterm review. The midterm review is intended to provide support and guidance in the technical and scientific implementation of the Project. The midterm review shall take the form of a dialogue between international or national experts[21] and the Project Promoter and the project partners. The Centre shall decide on the method of selecting experts and on the form of conducting the dialogue (including whether it will be conducted as an in-person or remote meeting).
5. The Project Promoter shall be obliged to submit to the Centre information on the value of indicators achieved

[20] Applies to the Project Promoter and the Polish project partner.

[21] If, during Project implementation, it becomes necessary to involve national experts.

in a given calendar year. The information shall be submitted in accordance with the template available on the Centre's website, within 10 days after the end of the calendar year.

6. The final Report shall include a report on the implementation of the Project, including information on the fulfilment of information and publicity obligations regarding Project funding by the Centre, as referred to in § 11 of the Project contract, together with a description of the Project results and the final financial settlement of the Project. The final Report shall be submitted within 60 days from the date of completion of the Project implementation.
7. The Project Promoter shall submit to the Centre a report on the implementation of Project results, in accordance with the template available on the Centre's website www.ncbr.gov.pl, within 30 days from the expiry of 3 years from the date of completion of the Project implementation referred to in § 7(1) of the Project contract. In the cases referred to in § 4(5)(2) and (3) of the Project contract, the Project Promoter shall be obliged to submit, together with the report on the implementation of Project results, copies of the agreements referred to in § 4(9) of the Project contract. The Project Promoter shall provide the Centre with copies of amendments to the agreements referred to in § 4(9) of the Project contract within 14 days from the date of their conclusion. If the Project results have not been implemented, the report on the implementation of Project results shall not be required, and the Project Promoter shall inform the Centre of the lack of implementation of the Project results within 30 days from the expiry of 3 years from the date of completion of the Project implementation.
8. The report on the implementation of Project results shall include a report on the dissemination of the results of R&D works and information on the fulfilment of information and publicity obligations regarding Project funding by the Centre, as referred to in § 11 of the Project contract. In the report, the Project Promoter shall indicate the forms of dissemination of these results together with documents confirming the provision of information to the public, in particular:
   1) confirmation of participation in a conference together with its programme including an item concerning the presentation of the results of the supported Project;
   2) confirmation of publication in scientific or technical journals included in the list of journals published by the minister responsible for higher education and science (publicly available link or a copy of the journal issue);
   3) indication of the website where a database ensuring free access to raw research data has been made available;
   4) submission of a data carrier containing free software or software under an open access licence.
9. The Project Promoter shall be obliged to submit reports on the sustainability of Project results by 31 March of each calendar year, starting from the year following the year in which the assessment of the final Report referred to in paragraph 14 was carried out, until the expiry of 5 years from the date of acceptance by the Donors of the Final Programme Report. The report on the sustainability of Project results shall be submitted in accordance with the template available on the Centre's website.
10. Within 30 days from the expiry of 5 years from the date of completion of the Project implementation, the Project Promoter shall submit an ex-post report. In the case of implementation in the form of sale of rights to the results of R&D works or granting a licence to use the rights to such results held by the Project Promoter or a project partner, the Project Promoter shall attach to the ex-post report a declaration confirming the introduction of the results of such works into the business activity of the acquirer/licensee.
11. The Centre shall be entitled to request additional explanations or supplements to the submitted Report from the Project Promoter. The Project Promoter shall be obliged to provide the information referred to in the preceding sentence within 14 days from receipt of the request from the Centre.
12. In the event that the Centre identifies irregularities in the Reports submitted by the Project Promoter or in the annexes thereto, the Project Promoter shall be obliged to rectify them within 14 days from the date of receipt of the request.
13. The assessment of the midterm report carried out by the Centre shall in particular aim to determine whether:
   1) the implementation of the Project is in accordance with the Project contract;
   2) the continuation of the Project implementation leads to the achievement of the intended results and objectives of the Project.
14. The assessment of the final Report carried out by the Centre shall include verification of compliance of the Project implementation with the conditions set out in the Project contract and shall aim to determine whether the Project may be considered as:

1) completed;
2) completed, with a request for the return of unused funding together with bank interest, subject to § 8(16) of the Project contract, or of funding used improperly together with interest calculated as for tax arrears from the date of receipt of funding by the Project Promoter until the date of its return;
3) not completed in whole or in part, with a simultaneous request for the return of all or part of the funding together with interest calculated as for tax arrears from the date of receipt of funding by the Project Promoter until the date of its return, or without a request for the return of funding in the cases referred to in § 16(6) of the Project contract.

15. In the event of exceeding the permissible levels of State aid intensity, the Project Promoter shall return to the Centre the portion of funding exceeding the permissible levels of State aid intensity, together with interest calculated as for tax arrears from the date of receipt of funding by the Project Promoter until the date of its return.
16. The Project Promoter shall be obliged, in each year of the implementation of the Project contract, to submit to the Centre a copy of the R&D report[22] for the given year, immediately after its submission to the Central Statistical Office. Where the R&D report has already been submitted to the Centre in connection with the fulfilment of an obligation under another agreement, the Project Promoter shall be obliged to inform the Centre of the submission of the R&D report and to indicate the number of the agreement to which the submitted report relates.
17. In the event that the implementation of the Project to date indicates that it is not possible to achieve the intended results and objectives of the Project, in particular due to the occurrence of force majeure, scientific risk or a significant and unforeseeable change in socio-economic conditions, as a result of which the implementation of the Project has become impossible or purposeless from the point of view of the public interest, the Project Promoter shall be obliged to immediately inform the Centre thereof by means of a statement submitted in electronic form (signed with a qualified electronic signature).
18. In the case referred to in paragraph 17:
    1) The Project Promoter is obliged to return to the Centre's account the part of the funding not used for the implementation of the Project within 14 days from the date of delivery to the Project Promoter of the letter accepting the termination of the Project by the Centre;
    2) The Project Promoter submits to the Centre (in the form specified in accordance with paragraph 1) the Final Report, within 60 days from the date of delivery to the Project Promoter of a letter accepting the termination of the Project by the Centre;
    3) Subject to § 16 section 10 of the Project contract, if the analysis shows that the failure of the Project implementation did not occur as a result of an unauthorised action or omission of the Project Promoter or the project partner, the Project Promoter will receive funding proportional to the scope of the work carried out, subject to the rule according to which the amount of funding is calculated on the basis of eligible costs incurred (not planned) by the Project Promoter and project partners..
19. In the event that the Centre finds that the implementation of the Project to date indicates that it is impossible to achieve the assumed results and objectives of the Project, in particular as a result of force majeure, scientific risk or a significant and unforeseeable change in socio-economic relations, which makes the implementation of the Project impossible or inexpedient from the point of view of the public interest, the Centre may decide to discontinue further implementation of the Project. in the case referred to in the preceding sentence, the Project Promoter and the Project Partners are not entitled to compensation – the Project Promoter and the Project Partners waive all financial claims due to the Centre's decision to cease further implementation of the Project.
20. In the event that the Centre takes a decision referred to in paragraph 19, the provisions of paragraph 18 shall apply accordingly.

[22] Report on research and development (R&D) activities submitted to the Central Statistical Office (Główny Urząd Statystyczny – GUS) pursuant to the Act of 29 June 1995 on official statistics.

§ 10.

Competitiveness of expenditure

1. The Project Promoter or project partner prepares and conducts a public procurement procedure in accordance with Article 8.16 of the Regulations and with the Guidelines on awarding contracts of the Minister of Funds and Regional Policy (MFiPR), in a manner ensuring fair competition, equal treatment of contractors, openness, transparency of the procedure and selection of contractors, as well as efficiency understood as purposeful and economical spending.
2. The Project Promoter or project partner awards contracts as follows:
    1) where the Project Promoter or project partner is obliged to award contracts pursuant to Articles 4–6 of the Public Procurement Law (PPL) or is required to apply the PPL under other legal acts, the provisions of the PPL in force on the date of initiation of the procedure shall apply to contracts awarded under the Project. If the Project Promoter or project partner awards a contract under the Project whose net value, i.e. excluding value added tax (VAT), does not trigger the obligation to apply the PPL in force on the date of initiation of the procedure, they are obliged to apply the procedure set out in the Guidelines on awarding contracts of the Minister of Funds and Regional Policy;
    2) where a project partner is a foreign entity, it awards contracts in accordance with the applicable law governing procurement for that foreign entity, if it is obliged to award contracts under such regulations;
    3) where the Project Promoter or project partner is an entity other than those indicated in points 1 and 2, it awards contracts in accordance with the procedure described in the Guidelines on awarding contracts of the Minister of Funds and Regional Policy.
3. In the event of a breach by the Project Promoter or project partner of the procedures and principles referred to in paragraphs 1–2, including a breach of the provisions or procedures of public procurement law, the Centre is entitled, in accordance with the Guidelines, to impose financial corrections by applying, as appropriate, the Guidelines of the Minister of Funds and Regional Policy on correcting irregularities for 2021–2027 issued pursuant to Article 5(1)(8) of the Act of 28 April 2022 on the principles of implementation of tasks financed from European funds in the financial perspective 2021–2027[23]. In the case referred to in the preceding sentence, § 16 of the Project contract shall apply accordingly.

§ 11.

Promotion and information

1. The Project Promoter and the project partner are obliged to inform the public about the fact that the Project has received funding from the Centre, during the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years after the Donors accept the Final Programme Report.
2. The Project Promoter and the project partner are obliged to apply the principles set out in Articles 1.7 and 3.4 of the Regulations and in the "Communication and Visual Identity Manual 2021–2028", available at www.ncbr.gov.pl and https://eeagrants.org/pl/poland.
3. The Project Promoter or project partner implementing the Project carries out information and communication activities in accordance with the communication strategy submitted to the Centre within three months from signing the Project contract. The implementation of the communication strategy is subject to reporting to the Centre.
4. The Project Promoter or project partner implementing the Project organizes at least one information activity concerning the progress, achievements or results of the Project.
5. The Project Promoter or project partner is obliged to undertake information and promotional activities regarding the co-financing of the Project from the state budget or state earmarked funds in the manner specified on the website of the Chancellery of the Prime Minister at https://www.gov.pl/web/premier/dzialania-informacyjne and in the Regulation of the Council of Ministers of 7 May 2021 on specifying information activities undertaken by entities implementing tasks financed or co-financed from the state budget or state earmarked funds (Journal of Laws 2021.953 of 25 May 2021). The

[23] The guidelines are available on the website: https://www.funduszeeuropejskie.gov.pl under the tab: About the Funds / Learn about the European Funds 2021–2027 / Law and documents / Guidelines

guidelines referred to in the preceding sentence specify the types of activities referred to in Articles 35a(1) and 35b of the Public Finance Act and the manner of their implementation, including the period in which they are to be carried out, as well as the amount or amounts of financing or co-financing from the state budget or state earmarked funds below which the obligation specified in Article 35a(1) of the Public Finance Act does not arise.

6. The Project Promoter or project partner is obliged to undertake information and promotional activities regarding the funding of the Project by the Centre during the period indicated in paragraph 1 above, in particular through appropriate marking with the NCBR and EEA Grants logos in all such activities undertaken to promote and inform about the Project, using the forms and methods of communication specified on the Centre's website https://www.gov.pl/web/ncbr/promocja-projektu-krajowe-miedzynarodowe, taking into account the provisions of paragraph 5 of this section.
7. The Project Promoter or project partner, upon each request of the Centre, no later than within 14 days from the date of receipt of such request, is obliged to prepare photographic documentation and general information about the Project and its results that do not constitute a business secret within the meaning of the Act of 16 April 1993 on combating unfair competition. This information may be used for information and promotional purposes, including through publicly available publications.
8. The Project Promoter or project partner informs the Centre about:

   a) planned information and promotional events related to the Project;

   b) other planned events and significant circumstances and outcomes related to the implementation of the Project which may be of importance to the public and may contribute to building the Centre's brand. The Project Promoter or project partner provides information about the planned events referred to above at least 14 days prior to the event via email to the Centre at: media@ncbr.gov.pl and eeagrants@ncbr.gov.pl.
9. Each time, at the request of the Centre, the Project Promoter or project partner is obliged to organize a joint information and promotional event for the media (e.g. press briefing, press conference) with representatives of the Centre.
10. If the Centre determines that the Project Promoter or project partner has failed to perform or has improperly performed the information and promotional obligations regarding the funding of the Project by the Centre referred to in this section, the Centre shall call upon the Project Promoter or project partner to remedy the breaches within 14 days of delivery of the request.
11. The ineffective expiry of the deadline indicated in paragraph 7 above constitutes grounds for the Centre to specify corrective actions adequate to the breach, and the Project Promoter or project partner undertakes to implement them at its own expense within the deadline specified by the Centre. In addition, due to the ineffective expiry of the deadline referred to in the preceding sentence, the Centre has the right to:
    1) suspend payment of the funding in accordance with § 14 until the Centre confirms that the Project Promoter or project partner has fulfilled the information and promotional obligations in accordance with this section, or
    2) terminate the Project contract in accordance with § 14.

§ 12.

Project durability rules

1. The Project Promoter and the project partner undertake to ensure the durability of the Project[24] for the period from the date of completion of Project implementation specified in § 7(1) of the Project contract until 5 years from the date the Donors accept the Final Programme Report, in accordance with the principles set out in this section.
2. The Project Promoter and the project partner bear sole responsibility for maintaining the durability of the Project and fulfilling the obligations in this respect.

§ 13.

[24] The principles of Project durability also apply to maintaining tangible fixed assets and intangible assets created, acquired or improved during the implementation of the Project. The terms "fixed assets", "intangible assets" and "improvement of a fixed asset" shall be interpreted in accordance with the Act of 29 September 1994 on accounting.

Control and storage of documents[25]

1. Project controls and audits are carried out in accordance with the provisions of the Project contract.
2. The Project Promoter and the project partner undertake to be subject to controls and audits with regard to the implementation of the Project contract, conducted by the Centre and other authorized institutions, at any time during the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years after the Donors accept the Final Programme Report.
3. In fulfilling the obligation referred to in paragraph 2, the Project Promoter and the project partner, at their own expense:
   1) inform the auditors of all locations (sites, premises) where the Project is implemented and where Project documentation is stored;
   2) make available, at the request of the auditors, all documentation related to the Project and the implemented Project contract, in accordance with § 8(22) of the Project contract, including providing access to the accounting IT system, as well as to all documents and computer files and any other media related to the financial and technical management of the Project, including any Confidential Information related to Project implementation (if necessary to verify the eligibility of costs incurred in the Project, documents not directly related to its implementation must also be provided);
   3) ensure auditors' access to all sites and premises where the Project is implemented and enable inspection of fixed assets purchased, depreciated or produced under the Project;
   4) provide oral and written explanations during the audit regarding Project implementation and ensure, at their own expense, the presence of competent persons who will provide explanations to the auditors regarding the expenditure of funds and other issues related to Project implementation;
   5) provide the auditors, upon request, extracts, statements, printouts, as well as copies of documents related to Project implementation, and ensure the presence of a person authorized to certify copies as true to the original during the audit.
4. On-site controls are carried out on the basis of a written or electronic (with a qualified electronic signature) authorization issued to a named person to conduct the control.
5. In justified cases, including due to the volume of documentation, a large number of project partners, or the urgent need for the Project Promoter or project partners to provide explanations on substantive issues, the date of the control may be extended by the Centre.
6. During the control, auditors are authorized to record the course of control activities by taking photographs, video recordings or audio recordings, within the scope consistent with the subject of the control.
7. Failure by the Project Promoter or project partner to perform any of the obligations referred to in paragraph 3 is treated as hindering or preventing the control.
8. The Project Promoter is notified of a planned control no later than 5 days before its commencement. The notification is sent by traditional mail and may also be sent electronically.
9. After the control, a control report is drawn up, which, after being signed by authorized persons, is provided to the Project Promoter in two copies. One copy of the control report is submitted to the Centre by the Project Promoter.
10. The Project Promoter has the right to submit, within 14 days from the date of receiving the control report, justified objections in writing or in electronic form (with a qualified electronic signature). At the request of the Project Promoter submitted before the expiry of the deadline for submitting objections, the deadline may be extended by the Centre for a specified period.
11. The Centre has the right to correct in the control report, at any time, ex officio or at the request of the audited entity, obvious errors. Information on the scope of the correction is provided to the Project Promoter without undue delay.
12. During the examination of objections, the Centre has the right to carry out additional control activities or request the submission of documents or additional explanations in writing, in electronic form (with a qualified electronic signature), or in documentary form (including via email).
13. The objections referred to in paragraph 10 may be withdrawn at any time. Withdrawn objections are left without consideration.
14. In the event of refusal to sign the control report, the Project Promoter submits a written or electronic (with a qualified electronic signature) justification together with one unsigned copy of the control report within 14 days from the date of receipt of the control report.

[25] Applies to the Project Promoter and the Polish project partner. Where the project partner is a foreign entity, Project controls and audits are carried out in accordance with the law governing Project controls and audits applicable in the country where that project partner is established

15. After examining the objections, the Centre prepares final control conclusions containing corrected control findings or a written or electronic (with a qualified electronic signature) position on the submitted objections together with justification for refusing to correct the findings. The final control conclusions are provided to the Project Promoter.
16. Where necessary, the control conclusions are supplemented with post-control recommendations or recommendations. The control conclusions include the deadline for providing the Centre with information on the implementation of post-control recommendations or the use of recommendations. The deadline is set taking into account the nature of those recommendations.
17. No objections may be submitted to the final control conclusions.
18. The submission by the Project Promoter of objections referred to in paragraph 10 or refusal to sign the report does not suspend the obligation to implement the recommendations.
19. The Project Promoter informs the Centre, within the specified deadline, about the manner of implementing post-control recommendations or recommendations.
20. In the event of reservations regarding the correctness of eligible expenditure or the manner of implementation of the Project contract, the Centre informs the Project Promoter of this fact in writing or in electronic form (with a qualified electronic signature) and is entitled to suspend the payment of funding until the reservations are finally clarified.
21. Where irregularities are identified during a control examining the correctness of eligible costs, the Centre, an entity authorized by it, or another institution authorized to carry out controls under separate regulations may conduct a follow-up control aimed at re-verifying the eligibility of costs and the correctness of the implementation of the Project contract.
22. During an on-site Project control, the Centre or another institution authorized to carry out controls under separate regulations may verify whether the Project Promoter or project partner has acquired the right to reduce the amount of value added tax (VAT) by the input VAT.
23. During an on-site control, the authorized institution may verify the correctness of the application of a flat rate, in accordance with the limit of costs covered by the flat rate.
24. Where the Centre becomes aware of a suspected irregularity in the implementation of the Project or other significant deficiencies on the part of the Project Promoter or project partner, the Centre or another authorized institution may carry out an ad hoc control without the notification referred to in paragraph 8. Such control may also result from the need to urgently investigate specific facts or events. The provisions of paragraphs 1–7 and 9–20 apply accordingly to ad hoc controls.
25. The Project Promoter and the project partner are obliged to provide the Centre with copies of control information, post-control recommendations, or other equivalent documents prepared by controlling institutions, if the results of such controls concern the Project, within 7 days from the date of receipt of these documents.
26. The Project Promoter and the project partner are obliged to store, in a manner ensuring confidentiality and proper security of information, all data related to the implementation of the Project, in particular documentation related to financial and technical management and procedures for concluding contracts with contractors, for the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years[26] from the date the Donors accept the Final Programme Report.
27. If the Project Promoter or project partner suspends or ceases its activity before the expiry of the period for which it is obliged to retain documents, the Project Promoter undertakes to immediately inform the Centre in writing of the place where documentation related to the Project is archived.

§ 14.

Project Audit

1. Project in which the amount of funding awarded exceeds PLN 3,000,000 (in words: three million zlotys) is subject to a mandatory external audit.
2. The audit is an eligible cost if it has commenced after at least 50% of the planned Project expenditure has been incurred and is carried out in accordance with the guidelines constituting Annex 4 to the Cost Eligibility Guide.
3. In the event of termination of the Project contract or suspension of funding, the Project audit will constitute an eligible cost, provided that the conditions set out in § 7 of the Project contract are met. In the event of circumstances beyond the control of the Project Promoter or the Polish project partners as referred to in § 15(9)

[26] In connection with Article 12 of Regulation No 651/2014, in the case of projects involving the granting of state aid, it is recommended to retain documentation related to the Project for a period of 10 years from the date on which the last aid was granted under the aid scheme, in case it is necessary to make the documentation available to institutions other than the Centre that are authorized to control the granted state aid.

and § 16(10) of the Project contract, the Project audit may constitute an eligible cost even if it is carried out before 50% of the planned Project expenditure has been incurred.

4. The Project Promoter shall submit the audit report to the Centre together with the Final Report. The Project Promoter is obliged to comply with the audit recommendations and include them in the Final Report and provide the Centre with information on the implementation of the auditor's recommendations.
5. The report referred to in paragraph 4 shall be retained by the Project Promoter for the period referred to in § 13(26) of the Project contract and made available upon each request of the Centre.
6. The report referred to in paragraph 4 is equivalent to the verification of the Project's eligible costs specified in the Final Report referred to in § 9(1)(3) of the Project contract, provided that the audit has been carried out in accordance with the guidelines constituting Annex 4 to the Cost Eligibility Guide.
7. The entity conducting the audit is selected by the Project Promoter in accordance with the principles referred to in § 10 of the Project contract and must ensure that the audit is carried out by an auditor meeting the requirements set out in Article 286 of the Public Finance Act[27]. The entity conducting the audit or the auditor may not be an entity or auditor affiliated with the audited entity, nor an entity or auditor that has carried out the audit of the audited entity's financial statements within the 3 years preceding the audit.

§ 15.

Mode and conditions of termination of the Project contract and withholding of funding

1. The Project contract may be terminated by either Party with one month's notice. The termination must be made in writing or in electronic form (with a qualified electronic signature) under pain of nullity and must state the reasons for which the Project contract is being terminated.
2. The Centre may suspend funding or terminate the Project contract with one month's notice, in particular if:
   1) the Project Promoter or project partner refuses to undergo control or hinders its conduct or fails to implement post-control recommendations within the specified time limit;
   2) the Project Promoter or project partner has made legal or organizational changes in its status that threaten the implementation of the Project contract or may have a negative impact on the implementation of the Project or the achievement of its objectives;
   3) the Project Promoter has not submitted a payment request or a Report within the specified deadline;
   4) the Project Promoter has not corrected, within the specified deadline, a payment request or a Report containing deficiencies or errors;
   5) the Project Promoter or project partner has not provided information and explanations regarding the implementation of the Project;
   6) the Project Promoter or project partner does not carry out Project promotion in the manner specified in the Project contract;
   7) the Report referred to in § 9 of the Project contract has been negatively assessed;
   8) further implementation of the Project by the Project Promoter or project partner is impossible or unjustified;
   9) the Project has lost its bilateral or international nature, in particular in the event of withdrawal of one or more partners from its implementation;
   10) force majeure occurs which has or may have a negative impact on the implementation of the Project or the achievement of its objectives;
   11) the Project Promoter or project partner fails to comply with the obligations set out in § 3(4) of the Project contract;
   12) the Project Promoter has not ensured the Project audit referred to in § 14 of the Project contract.
3. The Centre may suspend funding or terminate the Project contract with immediate effect in the event that:
   1) the Project Promoter or project partner has not commenced Project implementation for a period longer than 90 days from the start date specified in the Project contract;
   2) the Project Promoter or project partner has ceased implementation of the Project or is implementing it in a manner inconsistent with the Project contract or in breach of the law, including failure to comply with the values and principles referred to in Article 1.3.1 of the Regulations;

[27] The project audit applies only to the Project Promoter and the Polish project partner.

3) there is a lack of progress in Project implementation in relation to the deadlines specified in the Project implementation schedule forming part of the project proposal (Annex 1 to the Project contract), giving reasonable grounds to believe that the Project will not be completed or its objectives will not be achieved;
4) the Project Promoter or project partner has ceased operations, is subject to liquidation or restructuring proceedings, or is under receivership, which has or may have a negative impact on Project implementation or the achievement of its objectives;
5) for the purpose of obtaining funding or during the period from the start date specified in § 7(1) of the Project contract until 5 years after the Donors accept the Final Programme Report, the Project Promoter or project partner submitted false statements or documents inconsistent with the facts;
6) the Project Promoter or project partner has committed irregularities and has not remedied their causes and effects within the time limit specified by the auditing body;
7) the Project objective has not been achieved;
8) the Project Promoter or project partner has procured goods or services in a manner inconsistent with the principles set out in the Project contract;
9) the Project Promoter has failed to establish or provide, within the required time and form specified by the Centre, security for the proper performance of obligations under the Project contract;
10) the Project Promoter or project partner has used the funding for purposes other than those intended or has obtained funding unduly or in an excessive amount;
11) the Project Promoter or project partner has used the funding in breach of the provisions of the Project contract;
12) the Project Promoter or project partner is subject to an obligation to repay aid resulting from a decision of the European Commission;
13) a final court judgment has imposed on the Project Promoter or project partner a ban referred to in Article 12(1) of the Act of 15 June 2012 on the consequences of entrusting work to foreigners residing illegally on the territory of the Republic of Poland;
14) the Project Promoter or project partner, without the Centre's consent, failed to carry out industrial research or experimental development planned in the project proposal (Annex 3 to the Project contract) or carried them out only partially;
15) the Project Promoter or project partner has implemented the results of R&D activities in a manner inconsistent with the Project contract;
16) the Project Promoter or project partner has sold or licensed the rights to the results of R&D activities under terms inconsistent with the Project contract;
17) the Project Promoter has failed to provide the Centre with a copy of the agreement for the sale of rights to R&D results or a copy of the licence agreement, including any annexes thereto, or amendments to such agreements prevent proper implementation of the Project contract;
18) the Centre has obtained information that the purchaser/licensee of the rights to the R&D results generated under the Project has not implemented them in its own business activity by starting production or providing services based on the Project results within the deadline specified in the sale or licence agreement, or, in the case of a sale agreement, has resold the rights to a third party;
19) despite the obligation to return funds allocated to programmes financed from European or national sources and allocated to a Project financed by the Centre, the Project Promoter or project partner has failed to repay such funds within the deadline specified by the Centre, unless relief in repayment has been granted;
20) preparatory proceedings have been initiated against the Project Promoter or project partner, or persons for whom they are responsible under the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty, which may affect Project implementation;
21) within 3 years prior to the conclusion of the Project contract or during Project implementation, the Centre terminated another agreement for funding or implementation of a project with the Project Promoter or project partner due to their fault or for reasons attributable to them (excluding termination due to force majeure or where grounds referred to in paragraph 9 and § 16(6) of the Project contract were confirmed by the Centre);

22) the Project Promoter failed to notify the Centre of amendments to the partnership agreement within 14 days of their introduction, the amendment prevents proper implementation of the Project contract, or a change of project partner occurred without the Centre's consent.

4. The Centre shall terminate the Project contract with immediate effect if the Project Promoter or project partner commenced Project implementation earlier than on the day following the date of submission of the project proposal.
5. The Centre may suspend funding if the amount included in a payment request is undue or if the Centre has initiated actions in connection with potential irregularities affecting the expenditure concerned.
6. In the event of suspension of funding, until the next tranche of funding is paid or until the Project contract is terminated, the Project Promoter is obliged to finance Project implementation from its own resources.
7. Termination of the Project contract in the modes referred to in paragraphs 1–4 does not release the Project Promoter or project partner from the obligation to submit a Final Report within 60 days from the date of termination of the Project contract, and to retain documentation related to Project implementation and make it available at the request of the Centre. In justified cases, in particular where the Project contract has been terminated by the Project Promoter or project partner, no funding has been paid and Project implementation has not commenced, the Centre may waive the requirement to submit a Final Report.
8. In the event of termination of the Project contract in the modes referred to in paragraphs 1–4, the Project Promoter or project partner is not entitled to compensation.
9. The Project Promoter or project partner shall not be liable to the Centre nor deemed to be in breach of the Project contract for failure to perform or improper performance of obligations under the Project contract to the extent that such failure or improper performance results from force majeure, scientific risk arising from the conduct of research, or a significant and unforeseeable change in socio-economic conditions, provided that an analysis demonstrates that this did not result from unauthorized action or omission by the Project Promoter or project partner.
10. The Project Promoter or project partner is obliged to immediately inform the Centre of the occurrence of the circumstances referred to above, prove such circumstances by providing documentation confirming their occurrence, and indicate the impact of the event on the course of Project implementation.

§ 16.

Return of funding and recovery of funds[28]

1. In the event that costs are deemed ineligible, in particular as a result of a control or other verification activities of the correctness of expenditure incurred by the Project Promoter or project partner, the Centre shall request the Project Promoter to repay the costs deemed ineligible together with interest at the rate applicable to tax arrears, calculated from the date the funds were transferred to the Project Promoter's bank account until the date of repayment. The repayment shall be made within 14 days from the date of delivery of the request.
2. Subject to the provisions below, in the event of termination of the Project contract pursuant to § 15(1)–(4) of the Project contract, the Centre shall request the Project Promoter to repay all or part of the funding received (including funds transferred to the project partner) within 14 days from the date of delivery of the request, together with interest at the rate applicable to tax arrears, calculated from the date the funds were transferred to the Project Promoter's bank account until the date of repayment, as well as bank interest accrued on the funding provided in the form of an advance payment or reimbursement of costs, subject to paragraph 4. Repayments of funding shall be made to the bank accounts indicated by the Centre, including in the payment reference:
    1) the Project number;
    2) information on the principal amount and the amount of interest;
    3) the title of the repayment;
    4) the year in which the funds subject to repayment were transferred.
3. In the case of:
    1) use of funding contrary to its intended purpose;
    2) use of funding in breach of the procedures referred to in Article 184 of the Public Finance Act[29];

[28] Not applicable to state budgetary units.

[29] A breach of the procedures referred to in Article 184 of the Public Finance Act includes a violation of generally applicable laws, as well as a violation of the Agreement and the acts to which it refers.

3) receipt of funding unduly or in an excessive amount,

the procedure for recovery of funds provided for in Article 207 of the Public Finance Act shall apply.

4. In the event of circumstances referred to in paragraph 2, the Centre shall request the Project Promoter to:
   1) return the funds together with interest at the rate applicable to tax arrears, calculated from the date the funds were transferred to the Project Promoter's account until the date of repayment, or
   2) consent to a reduction of subsequent payments in accordance with Article 207(2) of the Public Finance Act,

   within 14 days from the date of delivery of the request.
5. In the event of reimbursement of expenditure forming the basis for calculating flat-rate costs, the Project Promoter is obliged to proportionally reimburse the flat-rate costs.
6. If the funds are not repaid in full together with interest at the rate applicable to tax arrears, the payment made shall be allocated proportionally to the principal amount (understood as the amount of funding to be repaid excluding interest) and to the interest amount at the rate applicable to tax arrears, in the ratio in which, on the date of payment, the outstanding principal amount remains to the interest amount.
7. After the ineffective expiry of the deadline referred to in paragraph 4, the Centre shall issue a decision to the Project Promoter specifying the amount to be repaid, the date from which interest is calculated, the method of repayment, and information on the sanction resulting from Article 207(4)(3) of the Public Finance Act.
8. The Project Promoter shall be excluded from the possibility of receiving funds referred to in Article 207(1) of the Public Finance Act under the conditions set out in Article 207(4) of that Act, subject to Article 207(7) thereof.
9. In justified cases, the Centre may request repayment of only part of the funding granted.
10. Where the failure to implement the Project is due to force majeure, scientific risk arising from the conduct of research, or a significant and unforeseeable change in socio-economic conditions, and an analysis shows that the failure did not result from unauthorized actions or omissions of the Project Promoter or project partner, the Centre may waive the requirement to repay the funding.
11. The Project Promoter undertakes to cover documented costs of recovery actions taken against it.
12. Upon a justified request of the Project Promoter, it is permissible to defer the repayment deadline, arrange repayment in installments, or remit the amount due in accordance with applicable regulations.

§ 17.

Financial responsibility to the Center for the implementation of the Project

1. The Project Promoter is responsible to the Centre for the proper performance of the Project contract

§ 18.

Mode and scope of amending the Project contract

1. The Parties may amend the Project contract by mutual consent expressed in writing or in electronic form (with a qualified electronic signature), under pain of nullity, subject to paragraphs 2–4.
2. The following changes:
   1) the address or method of representation of the Project Promoter or project partners;
   2) bank account numbers;
   3) the partnership agreement that does not affect the obligations of the Project Promoter under the Project contract, subject to § 3(5)(2) of the Project contract;
   4) staff involved in the implementation of the Project, provided that the new staff member has equivalent qualifications and experience, subject to paragraph 4;

   - do not require an amendment to the Project contract in the form of an annex, but require notifying the Centre no later than 14 days from the date of occurrence of the reason justifying the change.
3. The following changes:
   1) concerning transfers between individual cost categories not exceeding 15% of the amount within the category indicated in the Project budget (Annex 4 to the Project contract) to which the transfer is made

(+15%), provided that overhead costs are accounted for on a flat-rate basis and may not be increased[30] and subject to paragraph 9;

2) concerning deadlines for the implementation of individual tasks (WP – Work Package) of the Project implementation schedule by no more than 4 months, without changing the Project completion date;

3) concerning the transfer of received, unused funds between subsequent budget years, provided that such changes do not affect the Project implementation schedule and the Project budget;

4) concerning the amount of eligible costs of the task (WP – Work Package) to which the transfer is made (+20%) indicated in the Project budget (Annex 4 to the Project contract), while maintaining permissible levels of state aid intensity and subject to transfers referred to in point 1;

5) concerning transfers of costs between cost items indicated in Part VI. Project costs / costs of project implementation of the project proposal (Annex 1 to the Project contract) within the same cost category and within the costs of the Project Promoter or the same project partner, while maintaining permissible levels of state aid intensity, subject to transfers specified in points 1 and 4 and provided that the scope of the Project remains unchanged;

6) concerning justification and the method of estimating cost items indicated in Part VI. Project costs / costs of project implementation of the project proposal (Annex 1 to the Project contract), provided that the change does not affect the amount of eligible cost of a given cost item or the scope of the Project and is consistent with the provisions of the Cost Eligibility Guide;

- do not require an amendment to the Project contract in the form of an annex but require notifying the Centre no later than on the date of submission of the payment request, in the nearest Report, and during Project control.

4. The following changes:

1) the legal or organizational status of the Project Promoter or project partner that may directly affect the implementation of the Project contract/Project or the achievement of Project objectives;

2) the payment schedule, provided that the change does not affect the Project completion date;

3) the Project Manager;

- do not require an amendment to the Project contract in the form of an annex but require the consent of the Centre, with the proviso that the lack of response from the Centre to a request to change the Project Manager within 30 days from its receipt is deemed to constitute consent to the new Project Manager.

5. Transfers of funds between cost categories settled on a flat-rate basis and other categories of expenditure within the Project are not permitted.

6. Any amendment to the Project contract resulting in the Project not being granted funding at the time it was subject to evaluation under the project selection procedure is not permitted[31].

7. If it is necessary to introduce changes to the Project that require an annex or the consent of the Centre, the Project Promoter shall submit a request for a change to the Centre, including the scope of the changes and their justification, no later than 14 days from the date of occurrence of the reason justifying the change. The Centre may refuse to approve changes to the Project without providing justification if they are submitted later than 30 days before the planned Project completion date.

8. The Centre is entitled to request additional explanations and supplements to the submitted request for a change to the Project. The Project Promoter is obliged to provide such information within 14 days from the date of receiving the request from the Centre.

9. In the case of entrepreneurs, transfers of costs may not result in an increase in the amount of state aid granted to a given entrepreneur.

[30] In the case of transfers of funds, the total planned amount of overhead costs in the Project budget may not be increased.

[31] Does not apply in cases where the project selection criterion must be met only at the time the aid is granted.

§ 19.

Contract performance Security for the proper execution of the Project contract[32]

1. Funding is paid after the Project Promoter has established and provided contract performance security for the proper performance of obligations arising from the Project contract, in the form specified in paragraph 2, subject to paragraphs 3, 4 and 10.
2. The contract performance security referred to in paragraph 1, subject to paragraphs 3 and 7, shall be established in the amount of 100% of the funding referred to in § 6(3) of the Project contract, for the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years from the date the Donors accept the Final Programme Report, in the form of a blank promissory note bearing the clause "not to order", with a notarized signature or signed in the presence of a person authorized by the Centre, together with a promissory note declaration.
3. The Project Promoter is obliged to submit to the Centre a correctly executed contract performance security referred to in paragraph 2 within 14 days from the date of conclusion of the Project contract.
4. Notwithstanding paragraphs 1–3, the Centre may, in the event of justified doubts as to the proper implementation of the Project contract or following a financial analysis, change the form of financing the Project contract with regard to the amount of disbursed tranches or reimbursements and request the Project Promoter to establish additional or other contract performance security than that specified in paragraph 2 within a specified time limit not shorter than 14 days.
5. The contract performance security referred to in paragraph 4 and paragraph 10(2) shall be established in an amount of up to 100% of the funding referred to in § 6(3) of the Project contract, in the form of:
    1) a bank survey;
    2) a bank guarantee;
    3) an insurance guarantee;;
    4) a registered pledge; where the pledged assets may be insured, the pledge shall be established together with an assignment of rights under the insurance policy of the pledged assets;
    5) transfer of ownership of the Project Promoter's movable property as security;
    6) a mortgage; where the Centre deems it necessary, the mortgage shall be established together with an assignment of rights under the insurance policy of the mortgaged real estate;
    7) a surety under civil law together with a declaration of submission to enforcement pursuant to Article 777(1)(5) of the Code of Civil Procedure.
6. Release of the contract performance security referred to in this section shall take place upon the request of the Project Promoter after 5 years from the acceptance by the Donors of the Final Programme Report. At the request of the Project Promoter, the Centre may release the Project Promoter from the security after completion of the Project.
7. The Centre reserves the right to enforce rights under a given form of security up to an amount corresponding to the financial irregularity, increased by interest due to the Centre and recovery costs incurred by the Centre, but not exceeding the amount of the established security.
8. Termination of the Project contract due to irregularities in Project implementation constitutes an independent basis for enforcing the security.
9. In particularly justified cases, the Project Promoter may provide security in a form other than those specified in paragraph 5, subject to obtaining the consent of the Centre.
10. Where a financial analysis of the Project Promoter's situation indicates a risk of financial loss of the funds disbursed under the granted funding, the Centre may apply one of the following measures[33]:
    1) refuse to pay an advance to the Project Promoter (the Project will be settled solely on the basis of reimbursement) or reduce its amount;
    2) require the Project Promoter to provide additional contract performance security.
11. Upon the request of the Project Promoter or on the initiative of the Centre, the Centre may change the form or value of the security or require the Project Promoter to change the form or value of the security if the established security proves to be inappropriate, insufficient, or excessive.

[32] Not applicable to entities of the public finance sector or foundations whose sole founder is the State Treasury, as well as research institutes and institutes operating within the Łukasiewicz Research Network.

[33] Not applicable to a Project Promoter that is an entity providing public services or services of general economic interest as referred to in Articles 93 and 106(2) of the Treaty on the Functioning of the European Union, or is a research institute within the meaning of the Act of 30 April 2010 on research institutes.

12. All activities related to security shall be governed by separate provisions applicable to the given form of security.

§ 20.

Confidential information

1. Confidential Information includes all information related to the activities of the Project Promoter or project partners that has not been made public by the Project Promoter or project partners, has economic value or the disclosure of which to third parties could expose the Project Promoter or project partners to damage, and with respect to which the Project Promoter or project partners have taken necessary actions to maintain its confidentiality, in any form, marked as confidential, disclosed to the Centre during the project proposal process and during Project implementation (Confidential Information).
2. During the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years after the Donors accept the Final Programme Report, the Centre shall exercise due diligence to ensure appropriate measures for the protection of Confidential Information against access by unauthorized persons and shall ensure that access to Confidential Information is granted only to the Centre's employees and persons through whom the Centre performs its tasks.
3. The Centre and persons having access to Confidential Information are authorized to use such information solely to the extent necessary for the proper performance of the Project contract.

§ 21.

Processing of personal data

1. Information on the processing of personal data by NCBR constitutes Annex 5 to the Project contract.
2. Changes to the content of Annex 5 do not require an amendment to the Project contract; the Parties may update it in documentary form.

§ 22.

Communication of the Parties

1. The Parties foresee the following forms of communication in the performance of the Project contract
   1) via the e-Delivery system[34];
   2) by e-mail[35];
   3) by registered mail or courier service (used only where electronic communication is not possible due to technical or other justified reasons)[36].
2. Statements, requests, notifications, and information shall be deemed delivered upon receipt of the registered letter, receipt of the courier shipment, receipt of confirmation from the e-Delivery system, or obtaining confirmation of receipt of email correspondence by the recipient.
3. Correspondence shall be considered properly delivered if the Project Promoter has not informed of a change in contact details or if the correspondence is returned with a postal operator's note indicating inability to deliver, e.g. "addressee moved", "not collected within the deadline", "unknown addressee".
4. If the Project Promoter refuses to accept correspondence, it shall be deemed delivered on the date of refusal.
5. All correspondence related to the implementation of the Project contract should include the Project contract number.
6. The addresses for correspondence are as follows:
   1) Narodowe Centrum Badań i Rozwoju, ul. Chmielna 69, 00-801 Warszawa;
   e-Delivery address: AE:PL-61978-60435-RHVSF-07
   2) The Project Promoter's address for correspondence is as follows:
   ……………………… .
   The Project Promoter's e-Delivery address for correspondence sent via the e-Delivery system:

[34] The e-Delivery system shall be understood as the system used for delivering documents to an electronic delivery address, as referred to in Article 2(1) of the Act of 18 November 2020 on electronic delivery.
[35] Proof of delivery of an email is a return report confirming that the message has been delivered to the recipient.
[36] A handwritten signature is equivalent to a qualified electronic signature. A paper version of a document bearing a handwritten signature, i.e. in written form, is equivalent to an electronic version of the document bearing a qualified electronic signature, i.e. in electronic form.

……………………. .

7. In the event of a change in the details referred to in paragraph 6, the Party concerned shall notify the other Party immediately, but no later than within 14 days from the change. Until such notification, correspondence sent to the existing addresses shall be deemed effectively delivered.
8. If the Centre introduces an IT system for communication with project contractors financed by the Centre, the Project Promoter is obliged to join the system within the deadline specified by the Centre.
9. The Centre shall inform the Project Promoter about the introduction of a new IT system and the obligation to join it by means of a unilateral and non-appealable statement, and the Project Promoter hereby declares that it will comply with the obligation to join the new IT system within the deadline indicated by the Centre.
10. Persons authorized to communicate with the Centre via the IT system referred to in paragraph 8 are those indicated by the Project Promoter.

§ 23.

Final provisions

1. Any doubts arising during Project implementation and related to the interpretation of the Project contract shall first be resolved through negotiations between the Parties. In the event of grounds for immediate termination of the Project contract, negotiations may be waived.
2. If the Parties fail to reach an agreement, disputes shall be resolved by a common court having jurisdiction over the seat of the Centre.
3. The Parties agree that the law applicable to this Project contract, including its interpretation, validity and performance, is Polish law.
4. For evaluation purposes, the Project Promoter and the project partner, during the period from the date of commencement of Project implementation specified in § 7(1) of the Project contract until 5 years after the Donors accept the Final Programme Report, are obliged to cooperate with the Centre or an institution authorized by the Centre, in particular by:
   1) providing information concerning the implemented Project,
   2) submitting information on economic effects and other benefits resulting from Project implementation,
   3) participating in surveys and interviews and providing information necessary for evaluation, including ensuring participation of persons involved in Project implementation also after the termination of their employment or cooperation.
5. The Project contract is concluded and enters into force on the date it is signed by the last of the Parties.
6. The Project contract is executed in electronic form using qualified electronic signatures.
7. The following annexes constitute an integral part of the Project contract:
   1) the project proposal together with the Project implementation schedule;
   2) a copy of the partnership agreement;
   3) the payment schedule;
   4) the Project budget;
   5) the NCBR information clause;
   6) a document confirming the authorization of the NCBR representative to act on its behalf (power of attorney or other)[37];
   7) a document confirming the authorization of the Project Promoter's representative to act on its behalf (power of attorney or other)[38];

   The list of annexes may be extended depending on the specifics of the Project.
8. In matters not regulated by this Project contract, the relevant provisions of the Guide for Applicants and Evaluators in force on the date of conclusion of the Project contract shall apply.

[37] If applicable.

On behalf of the Centre:	On behalf of the Project Promoter and project partners:
………………………………………… name and surname /signed with a qualified electronic signature/	………………………………………… name and surname /signed with a qualified electronic signature/