



EUROPEAN COMMISSION

Research Executive Agency (REA)

Director



GRANT AGREEMENT

NUMBER — 665778 — POLONEZ

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Research Executive Agency (REA)** ('the Agency'), under the power delegated by the European Commission ('the Commission'),

represented for the purposes of signature of this Agreement by Head of Unit, Research Executive Agency (REA), Excellent Science Department, Marie Skłodowska-Curie COFUND, Researchers' Night and Individual Fellowships Global, Francois WILLEKENS,

and

on the other part,

'the beneficiary':

NARODOWE CENTRUM NAUKI (NARODOWE CENTRUM NAUKI), 121361537, established in UL KROLEWSKA 57, KRAKOW 30-081, Poland, PL6762429638, represented for the purposes of signing the Agreement by NCN Director, Zbigniew BŁOCKI

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
Annex 3	Not applicable
Annex 4	Model for the financial statements
Annex 5	Not applicable
Annex 6	Not applicable

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiary for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled '*SUPPORTING MOBILITY IN THE ERA THROUGH AN INTERNATIONAL FELLOWSHIP PROGRAMME FOR DEVELOPEMENT OF BASIC RESEARCH IN POLAND — POLONEZ*' ('action'), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **60 months** as of *01/09/2015* ('starting date of the action').

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The '**estimated budget**' for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down for the beneficiary, by budget category (see Articles 5, 6).

4.2 Budget transfers

Not applicable

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATES AND FORMS OF COSTS

5.1 Maximum grant amount

The '**maximum grant amount**' is **EUR 5,841,000.00** (five million eight hundred and forty one thousand EURO).

5.2 Form of grant, reimbursement rate and form of costs

The grant reimburses **50 %** of the action's eligible costs (see Article 6) ('**reimbursement of eligible costs grant**') (see Annex 2).

The estimated eligible costs of the action are **EUR 11,682,000.00** (eleven million six hundred and eighty two thousand EURO).

Eligible costs (see Article 6) must be declared under the following forms ('**form of costs**')

- (a) for **costs for researchers in programmes implemented by the beneficiary** (living allowance): on the basis of the amount(s) per unit set out in Annex 2 ('**unit costs**');
- (b) for **costs of providing financial support to costs for researchers in programmes implemented by a partner organisation**: on the basis of the amount(s) per unit set out in Annex 2 ('**unit costs**') and
- (c) for **management costs**: on the basis of the amount per unit set out in Annex 2 ('**unit costs**').

5.3 Final grant amount — Calculation

The '**final grant amount**' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This amount is calculated by the Agency — when the payment of the balance is made (see Article 21) — in the following steps:

Step 1 – Application of the reimbursement rate to the eligible costs

Step 2 – Limit to the maximum grant amount

Step 3 – Reduction due to improper implementation or breach of other obligations

5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (unit costs; see Article 6) declared by the beneficiary and approved by the Agency (see Article 21).

5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

5.3.3 Step 3 — Reduction due to improper implementation or breach of other obligations — Reduced maximum grant amount — Calculation

If the grant is reduced (see Article 43), the Agency will calculate the reduced maximum grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the action or to the seriousness of the breach of obligations in accordance with Article 43.2) from the maximum grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 and 2 or
- the reduced maximum grant amount following Step 3.

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 22) — the Agency rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the ‘**revised final grant amount**’.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Agency;
- in case of **reduction of the grant**: in proportion to its improper implementation of the action or to the seriousness of its breach of obligations (see Article 43.2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

Unit costs are eligible (‘**Eligible costs**’), if:

(a) they are calculated as follows:

{amounts per unit set out in Annex 2
multiplied by
the number of actual units};

(b) the number of actual units complies with the following conditions:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18).

6.2 Specific conditions for costs to be eligible

Costs are eligible costs, if they comply with the general conditions (see above) and the specific conditions set out below for each of the following two budget categories:

A. Costs for researchers (‘living allowance’)

A.1 **Costs for researchers in programmes implemented by the beneficiary** are eligible, if the number of units declared corresponds to the actual number of months spent by the researchers on the research training activities and if the conditions set out in Article 15.1.1 are met.

A.2 **Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation** are eligible, if the number of units declared corresponds to the actual

number of months spent by the researchers on the research training activities and if the conditions set out in Article 15.1.1 are met.

B. Management costs are eligible if the costs of the researchers (living allowance; see above) are eligible.

6.3 Ineligible costs

‘**Ineligible costs**’ are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 and 6.2);
- (b) costs reimbursed under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU or Euratom budget).

6.4 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

The beneficiary must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION

Not applicable

ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable

ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES

Not applicable

ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT

Not applicable

ARTICLE 12 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE

Not applicable

ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

Not applicable

ARTICLE 14 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES

Not applicable

ARTICLE 15 — FINANCIAL SUPPORT TO OR IMPLEMENTATION OF *FELLOWSHIP* PROGRAMMES

15.1 Rules for providing financial support to or implementation of *fellowship* programmes

15.1.1 The beneficiary must implement *fellowship programmes* or provide financial support to such programmes implemented by partner organisation, in accordance with the following conditions:

(a) types of programmes:

The programmes must concern fellowships for research training activities for recruited researchers ('fellowship programmes').

For fellowships where the main part of the research training activity does not take place in an EU Member State or associated country¹, the return phase to an EU Member State or associated country may not be more than 50 % of the total duration of the research training activity;

(b) categories of persons that may be supported by the programmes:

¹ For the definition, see Article 2.1(3) of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in “Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)” (**Rules for Participation Regulation No 1290/2013**) (OJ L 347, 20.12.2013 p.81): ‘**associated country**’ means a third country which is party to an international agreement with the Union, as identified in Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013. Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013 sets out the conditions for association of non-EU countries to Horizon 2020.

The fellowship programmes must support researchers, who — at the time of recruitment —:

- *are ‘**experienced researchers**’ (i.e. in possession of a doctoral degree or have at least four years of research experience);*
- *show transnational mobility by carrying out the research training activities in a country (or — in case of international European interest organisations — in this organisation) where they have not resided or carried out their main activity for more than 12 months in the 3 years immediately prior to the recruitment, unless otherwise specified in Annex 1 for existing programmes;*
- *are nationals or long-term residents of an EU Member State or associated country, in case of research training activities carried out in a country other than an EU Member State or associated country;*
- *fulfil any additional conditions set out in Annex 1.*

Researchers that are already permanently employed by the entity where the research training activities take place and that is recruiting them may not be supported.

(c) procedure and criteria for selecting researchers in the programmes:

Researchers must be selected following an open, transparent, merit-based, impartial and equitable selection procedure, based on international peer review, as described in Annex 1.

Selection committees must bring together diverse expertise, have an adequate gender balance and include members from other countries and with relevant experience to assess the candidates.

Fellowships must be granted via regular calls that are internationally advertised and published (including on the web-sites requested by the Agency) and have fixed deadlines or regular cut-off dates.

There must be no more than 4 deadlines or cut-off dates per year.

(d) conditions for the recruitment of researchers under the programmes:

- *researchers must be recruited under an **employment contract** (or other direct contract with equivalent benefits, including social security coverage) or — if not otherwise possible under national law — under a fixed amount fellowship agreement with minimum social security coverage;*
- *researchers must be recruited for at least 3 months;*
- *for researchers recruited under an employment contract (or other direct contract with equivalent benefits, including social security): the total remuneration costs (salaries, social security contributions, taxes and other costs included in the remuneration) for each researcher per month are equal to or higher than EUR 3 675.*

For researchers recruited under a fixed amount fellowship agreement: the total costs of each fixed-amount fellowship per month are equal to or higher than EUR 1 837,50.

15.1.2 In addition, the beneficiary must:

- take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers² and ensure that the researchers are aware of them;
- ensure that researchers enjoy — wherever the research training activities take place — the same standards of safety and occupational health as those of local researchers holding a similar position;
- ensure that researchers are provided with the means to carry out the research training activities (including the infrastructure, equipment and products);
- ensure that researchers receive appropriate assistance in all administrative procedures before national authorities;
- ensure that researchers are employed full-time, unless duly justified for reasons associated with personal or family reasons;
- ensure that researchers work exclusively on the research training activities;
- ensure that the research training activities (including activities raising ethical issues and research on human embryos or human embryonic stem cell) comply with the ethical principles set out in Article 34;
- ensure that the researchers are informed that they are ‘Marie Skłodowska-Curie fellows’;
- ensure that researchers are paid in accordance with their contract (employment contract, other direct contract or fixed-amount fellowship agreement);
- ensure that the contract (employment contract, other direct contract or fixed-amount fellowship agreement) complies with the provisions of this Agreement and specifies the research training activities;
- ensure that the contract (employment contract, other direct contract or fixed-amount fellowship agreement) specifies arrangements relating to confidentiality and intellectual property rights (in particular to access to background, use of foreground, promoting the action) — during the research training activities and afterwards;
- inform the researchers about their obligation to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;
- in case of partner organisations implementing the programmes: ensure that the Agency, the Commission and the Agency, the European Court of Auditors (ECA) and the European Anti-

² Commission Recommendation No 251/2005/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

Fraud Office (OLAF) can exercise their rights under Article 22 and 23 also towards those third parties.

15.2 Consequences of non-compliance

If a beneficiary breaches its obligations under Article 15.1.1, the costs of the researchers will be ineligible (see Article 6) and will be rejected (see Article 42).

If the beneficiary breaches its obligations under Article 15.1.2, the grant may be reduced (see Article 43).

Such breaches may also lead to the application of any of the other measures provided for in Chapter 6.

ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 17 — GENERAL OBLIGATION TO INFORM

17.1 General obligation to provide information upon request

The beneficiary must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with any other obligation under the Agreement.

17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

The beneficiary must keep information stored in the 'Beneficiary Register' (via the electronic exchange system; see Article 52) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The beneficiary must immediately inform the Agency of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
 - (i) changes in its legal, financial, technical, organisational or ownership situation;
- (b) **circumstances** affecting:
 - (i) the decision to award the grant or
 - (ii) compliance with requirements under the Agreement.

17.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

18.1 Obligation to keep records and other supporting documentation

The beneficiary must — for a period of five years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs it declares as eligible.

It must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 22), the beneficiary must keep the records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Agency may accept non-original documents if it considers that they offer a comparable level of assurance.

18.1.1 Records and other supporting documentation on the scientific and technical implementation

The beneficiary must keep adequate records and other supporting documentation to prove the number of units declared and the total remuneration or fixed-amount fellowship costs of the recruited researchers.

18.1.2 Records and other documentation to support the costs declared

The beneficiary must keep adequate records and other supporting documentation to prove the number of units declared and the total remuneration or fixed-amount fellowship costs of the recruited researchers.

18.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 42), and the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 19 — SUBMISSION OF DELIVERABLES

19.1 Obligation to submit deliverables

The beneficiary must submit:

- a **‘researcher declaration’** within 20 days of the start of the research training activities, for each researcher;
- any **other deliverables** identified in Annex 1, in accordance with the timing and conditions set out in it.

19.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 20 — REPORTING — PAYMENT REQUESTS

20.1 Obligation to submit reports

The beneficiary must submit to the Agency (see Article 52) the technical and financial reports set out in this Article. These reports include the requests for payment must be drawn up using the forms and templates provided in the electronic exchange system (see Article 52).

20.2 Reporting periods

The action is divided into the following **‘reporting periods’**:

- RP1: from month 1 to month 24
- RP2: *from month 25 to month 60*

20.3 Periodic reports — Requests for interim payments

The beneficiary must submit a periodic report within 60 days following the end of each reporting period.

The **periodic report** must include the following:

(a) a **‘periodic technical report’** containing:

- (i) an **explanation of the work carried out** by the beneficiary;
- (ii) an **overview of the progress** towards the objectives of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must also detail the exploitation and dissemination of the results and — if required in Annex 1 — an updated **‘plan for the exploitation and dissemination of the results’**

- (iii) a **summary** for publication by the Agency;
- (iv) the answers to the **‘questionnaire’**, covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;

(b) a ‘**periodic financial report**’ containing:

(i) an ‘**individual financial statement**’ (see Annex 4), for the reporting period concerned.

The individual financial statement must detail the eligible costs (see Article 6) for each budget category (see Annex 2).

The beneficiary must declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Agency.

If an individual financial statement is not submitted for a reporting period, it may be included in the periodic financial report for the next reporting period.

The individual financial statements of the last reporting period must also detail the **receipts of the action** (see Article 5.3.3).

The beneficiary must **certify** that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 6);
- the costs can be substantiated by adequate records and supporting documentation (see Article 18) that will be produced upon request (see Article 17) or in the context of checks, reviews, audits and investigations (see Article 22), and
- for the last reporting period: that all the receipts have been declared (see Article 5.3.3);

(ii) not applicable;

(iii) not applicable;

(iv) a ‘**periodic summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, including — except for the last reporting period — the **request for interim payment**.

20.4 Final report — Request for payment of the balance

In addition to the periodic report for the last reporting period, the beneficiary must submit the final report within 60 days following the end of the last reporting period.

The final report must include the following:

(a) a ‘**final technical report**’ with a summary for publication containing:

- (i) an overview of the results and their exploitation and dissemination;
- (ii) the conclusions on the action, and

- (iii) the socio-economic impact of the action;
- (b) a ‘**final financial report**’ containing a ‘**final summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, consolidating the individual financial statements for all reporting periods and including the **request for payment of the balance**.

20.5 Information on cumulative expenditure incurred

In addition to the reporting requirements set out above (Article 20.1 to 20.3), the beneficiary must inform the Agency by 31 December each year of the cumulative expenditure incurred by the beneficiary from the start date of the action.

This information is required for the Commission’s accounting purposes and will not be used to calculate the final grant amount.

20.6 Currency for financial statements

Financial statements must be drafted in euro.

20.7 Language of reports

All reports (technical and financial reports, including financial statements) must be submitted in the language of the Agreement.

20.8 Consequences of non-compliance — Suspension of the payment deadline — Termination

If the reports submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 47) and apply any of the other measures described in Chapter 6.

If the beneficiary breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder sent by the Agency, the Agreement may be terminated (see Article 50).

ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS

21.1 Payments to be made

The following payments will be made to the beneficiary:

- one **pre-financing payment**;
- one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 20), and
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 20).

21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund

The aim of the pre-financing is to provide the beneficiary with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR 2,336,400.00 (two million three hundred and thirty six thousand four hundred EURO).

The Agency will — except if Article 48 applies — make the pre-financing payment to the beneficiary within 30 days, either from the entry into force of the Agreement (see Article 58) or from 10 days before the starting date of the action (see Article 3), whichever is the latest.

*An amount of EUR 292,050.00 (two hundred and ninety two thousand fifty EURO), corresponding to 5% of the maximum grant amount (see Article 5.1), is retained by the Agency from the pre-financing payment and transferred into the '**Guarantee Fund**'.*

21.3 Interim payments — Amount — Calculation

Interim payments reimburse the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

The Agency will pay to the beneficiary the amount due as interim payment within 90 days from receiving the periodic report (see Article 20.3), except if Articles 47 or 48 apply.

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as interim payment** is calculated by the Agency in the following steps:

Step 1 – Application of the reimbursement rates

Step 2 – Limit to 90% of the maximum grant amount

21.3.1 Step 1 — Application of the reimbursement rates

The reimbursement rate(s) (see Article 5.2) are applied to the eligible costs (actual costs, unit costs and flat-rate costs ; see Article 6) declared by the beneficiary (see Article 20) and approved by the Agency (see above) for the concerned reporting period.

21.3.2 Step 2 — Limit to 90% of the maximum grant amount

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 5.1)

minus

{pre-financing and previous interim payments}}.

21.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiary for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 44).

If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 20.4), except if Articles 47 or 48 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{\text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{\text{pre-financing and interim payments (if any) made}\}. \end{aligned}$$

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the beneficiary together with the amount due as the balance;
- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 44.1.2). If the resulting amount:
 - is positive, it will be paid to the beneficiary
 - is negative, it will be recovered.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amount owed by the beneficiary to the Agency, the Commission or an other executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2).

21.5 Notification of amounts due

When making payments, the Agency will formally notify to the beneficiary the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 43 and 44.

21.6 Currency for payments

The Agency will make all payments in euro.

21.7 Payments to the beneficiary

Payments will be made to the beneficiary.

Payments will discharge the Agency from its payment obligation.

21.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: BANK GOSPODARSTWA KRAJOWEGO
Address of branch: AL. JEROZOLIMSKIE 7 WARSZAWA, Poland
Full name of the account holder: NARODOWE CENTRUM NAUKI
Full account number (including bank codes):
IBAN code: PL28113011500012124314200017

21.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Agency bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

21.10 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

21.11 Consequences of non-compliance

21.11.1 If the Agency does not pay within the payment deadlines (see above), the beneficiary is entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the beneficiary only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if the beneficiary is an EU Member State (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 47 and 48) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

21.11.2 Not applicable

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Agency and the Commission

22.1.1 Right to carry out checks

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 17. The Agency or the Commission may request the beneficiary to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Article 15), the beneficiary must inform the third party. The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Agency or the Commission may request the beneficiary to provide such information to it directly.

The beneficiary may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The Agency or the Commission will formally notify the review report to the beneficiary, which has 30 days to formally notify observations (**‘contradictory review procedure’**).

Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Article 15), the beneficiary must inform the third party. The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Agency or the Commission may request beneficiary to provide such information to it directly.

For **on-the-spot** audits, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **‘draft audit report’** will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the beneficiary, which has 30 days to formally notify observations (**‘contradictory audit procedure’**). This period may be extended by the Agency or the Commission in justified cases.

The **‘final audit report’** will take into account observations by the beneficiary. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiary’s statutory records for the periodical assessment of unit costs or flat-rate amounts.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013³ and No 2185/96⁴ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012⁵, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

Not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations —Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

³ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

⁴ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

⁵ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

22.5.2 Findings in other grants

The Agency or the Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

22.5.3 Procedure

The Agency or the Commission will formally notify the beneficiary the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

The beneficiary has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Agency or the Commission in justified cases.

The amounts to be rejected will be determined on the basis of the revised financial statements, subject to their approval.

If the Agency or the Commission does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary the application of the initially notified correction rate for extrapolation.

If the Agency or the Commission accepts the alternative correction method proposed by the beneficiary, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The beneficiary has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

If the Agency or the Commission does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary the application of the initially notified flat-rate.

If the Agency or the Commission accepts the alternative flat-rate proposed by the beneficiary, it will formally notify the application of the accepted alternative flat-rate.

22.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The Agency or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the beneficiary.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The beneficiary must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Agency may apply the measures described in Chapter 6.

SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS

SUBSECTION 1 GENERAL

ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY

23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities

If the beneficiary is a university or other public research organisation it must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities⁶.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiary must ensure that researchers are aware of them.

23a.2 Consequences of non-compliance

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

ARTICLE 24 — AGREEMENT ON BACKGROUND

Not applicable.

ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND

25.1 Exercise of access rights — Waiving of access rights — No sub-licensing

To exercise access rights, this must first be requested in writing (‘**request for access**’).

‘**Access rights**’ means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

25.2 Access rights for other beneficiaries, for implementing their own tasks under the action

Not applicable

25.3 Access rights for other beneficiaries, for exploiting their own results

Not applicable

25.4 Access rights for affiliated entities

Not applicable

⁶ Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

25.5 Access rights for third parties

Not applicable

25.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS

ARTICLE 26 — OWNERSHIP OF RESULTS

26.1 Ownership by the beneficiary that generates the results

The beneficiary owns the results it generates.

‘**Results**’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

26.2 Joint ownership by several beneficiaries

Not applicable

26.3 Rights of third parties (including personnel)

If third parties (including personnel) may claim rights to the results, the beneficiary must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

26.4 Agency ownership, to protect results

26.4.1 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

- (a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);
- (b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or

- (c) the beneficiary intends to transfer the results to a third party established in an EU Member State or associated country, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the Agency and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

No dissemination relating to these results may before the end of this period or, if the Agency takes a positive decision, until it has taken the necessary steps to protect the results.

26.4.2 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

- (a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;
- (b) an extension would not be justified given the circumstances.

The beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Agency at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

26.5 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING

27.1 Obligation to protect the results

The beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests.

27.2 Agency ownership, to protect the results

If the beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the Agency may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

27.3 Information on EU funding

Applications for protection of results (including patent applications) filed by or on behalf of a beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following:

“The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 665778”.

27.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 28 — EXPLOITATION OF RESULTS

28.1 Obligation to exploit the results

The beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure ‘**exploitation**’ of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

28.2 Results that could contribute to European or international standards — Information on EU funding

If results are incorporated in a standard, the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:

“Results incorporated in this standard have received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 665778”.

28.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING

29.1 Obligation to disseminate results

Unless it goes against its legitimate interests, the beneficiary must — as soon as possible — ‘**disseminate**’ its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

If the beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place.

29.2 Open access to scientific publications

The beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
 - (i) on publication, if an electronic version is available for free via the publisher, or
 - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "Marie Skłodowska-Curie Actions";
- the project name, acronym and grant number;

- the publication date and length of embargo period;
- a persistent identifier.

29.3 Open access to research data

Not applicable

29.4 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EU emblem and
- (b) include the following text:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 665778”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not however give it the right to exclusive use.

Moreover, the beneficiary may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

29.5 Disclaimer excluding Agency responsibility

Any dissemination of results must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

29.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS

30.1 Transfer of ownership

The beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

30.2 Granting licenses

The beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

- (a) this does not impede the rights under Article 31
- (b) not applicable.

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

30.3 Agency right to object to transfers or licensing

The Agency may — up to four years after the period set out in Article 3 — object to a transfer of ownership or the exclusive licensing of results, if:

- (a) it is to a third party established in a non-EU country not associated with Horizon 2020 and*
- (b) the Agency considers that the transfer or licence is not in line with EU interests regarding competitiveness or is inconsistent with ethical principles or security considerations.*

The beneficiary that intends to transfer ownership or grant an exclusive licence must formally notify the Agency before the intended transfer or licensing takes place and:

- identify the specific results concerned;*
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and*
- include a reasoned assessment of the likely impact of the transfer or licence on EU competitiveness and its consistency with ethical principles and security considerations.*

The Agency may request additional information.

If the Agency decides to object to a transfer or exclusive licence, it must formally notify the beneficiary within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- pending the Agency decision, within the period set out above;*
- if the Agency objects;*
- until the conditions are complied with, if the Agency objection comes with conditions.*

30.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 31 — ACCESS RIGHTS TO RESULTS

31.1 Exercise of access rights — Waiving of access rights — No sub-licensing

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

31.2 Access rights for other beneficiaries, for implementing their own tasks under the action

Not applicable

31.3 Access rights for other beneficiaries, for exploiting their own results

Not applicable

31.4 Access rights of affiliated entities

Not applicable

31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States

The beneficiary must give access to its results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiary for communication and publicising activities (see Article 38.2).

31.6 Access rights for third parties

Not applicable

31.7 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

SECTION 4 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS

Not applicable

ARTICLE 33 — GENDER EQUALITY

33.1 Obligation to aim for gender equality

The beneficiary must take all measures to promote equal opportunities between men and women in the implementation of the action. It must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

33.2 Consequences of non-compliance

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 34 — ETHICS

34.1 Obligation to comply with ethical principles

The beneficiary must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity⁷ — and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct) and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States.

The beneficiary must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiary must ensure that the activities under the action do not:

- (a) aim at human cloning for reproductive purposes;
- (b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the ‘**ethics requirements**’ set out in Annex 1.

Before the beginning of an activity raising an ethical issue, the beneficiary must submit (see Article 52) to the Agency copy of:

⁷ The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.

http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

If these documents are not in English, the beneficiary must also submit an English summary of the submitted opinions, notifications and authorisations (containing, if available, the conclusions of the committee or authority concerned).

If these documents are specifically requested for the action, the request must contain an explicit reference to the action title. The beneficiary must submit a declaration that all the submitted documents cover the action tasks.

34.3 Activities involving human embryos or human embryonic stem cells

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the beneficiary has obtained explicit approval (in writing) from the Agency (see Article 52).

34.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

It must formally notify to the Agency without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

35.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**'confidential information'**).

If the beneficiary requests, the Agency may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiary may disclose confidential information to its personnel or partner organisations only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Agency may disclose confidential information to its staff, other EU institutions and bodies or third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013⁸, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or

⁸ Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

(e) the disclosure of the information is required by EU or national law.

36.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 37 — SECURITY-RELATED OBLIGATIONS

37.1 Results with a security recommendation

Not applicable

37.2 Classified results

Not applicable

37.3 Activities involving dual-use goods or dangerous materials and substances

Not applicable

37.4 Consequences of non-compliance

Not applicable

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by the beneficiary

38.1.1 Obligation to promote the action and its results

The beneficiary must promote the action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination requirements in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage, the beneficiary must inform the Agency (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- (a) display the European Union emblem and
- (b) include the following statement:

For communication activities: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 665778”.

For infrastructure, equipment and major results: “This *[infrastructure][equipment][insert type of result]* is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 665778”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give it the right to exclusive use.

Moreover, it may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding Agency responsibility

Any communication activity related to the action must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Agency

38.2.1 Right to use beneficiary’s materials, documents or information

The Agency may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from the beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the Agency’s use of these materials, documents or information would risk compromising legitimate interests, the beneficiary may request the Agency not to use it (see Article 52).

The right to use the beneficiary’s materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Agency or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);

- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001⁹, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicising activities of the Agency.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiary), the Agency will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Research Executive Agency (REA) under conditions.”

38.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 39 — PROCESSING OF PERSONAL DATA

39.1 Processing of personal data by the Agency and the Commission

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/2001¹⁰ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the ‘service specific privacy statement(s) (SSPS)’ that are published on the Agency and the Commission websites.

⁹ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

¹⁰ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

39.2 Processing of personal data by the beneficiary

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiary must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, it must provide them with the service specific privacy statement(s) (SSPS) (see above), before transmitting their data to the Agency or the Commission.

39.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under Article 39.2, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY

The beneficiary may not assign any of its claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request.

If the Agency has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiary from its obligations towards the Agency.

CHAPTER 5 DIVISION OF THE BENEFICIARY'S ROLES AND RESPONSIBILITIES **— RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP** **WITH PARTNERS OF A JOINT ACTION**

ARTICLE 41 — DIVISION OF THE BENEFICIARY'S ROLES AND RESPONSIBILITIES **— RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP** **WITH PARTNERS OF A JOINT ACTION**

41.1 Roles and responsibility towards the Agency

The beneficiary has full responsibility for implementing the action and complying with the Agreement.

The beneficiary is itself responsible for:

- (a) monitoring that the action is implemented properly (see Article 7);
- (b) informing the Agency immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);
- (c) submit the deliverables and reports to the Agency (see Articles 19 and 20);

(d) submit to the Agency in good time any documents or information required by it and may not subcontract these tasks to any third party.

41.2 Internal division of roles and responsibilities

Not applicable

41.3 Internal arrangements between beneficiaries — Consortium agreement

Not applicable

41.4 Relationship with complementary beneficiaries — Collaboration agreement

Not applicable

41.5 Relationship with partners of a joint action — Coordination agreement

Not applicable

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES

ARTICLE 42 — REJECTION OF INELIGIBLE COSTS

42.1 Conditions

42.1.1 The Agency will — at the time of an **interim payment, at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 22).

42.1.2 The rejection may also be based on the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

42.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the Agency rejects costs **without reduction of the grant** (see Article 43) or **recovery of undue amounts** (see Article 44), it will formally notify the beneficiary the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21.5). The beneficiary may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

If the Agency rejects costs **with reduction of the grant** or **recovery of undue amounts**, it will formally notify the rejection in the ‘**pre-information letter**’ on reduction or recovery set out in Articles 43 and 44.

42.3 Effects

If the Agency rejects costs at the time of an **interim payment** or **the payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the periodic or final summary financial statement (see Articles 20.3 and 20.4). It will then calculate the interim payment or payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency — **after an interim payment but before the payment of the balance** — rejects costs declared in a periodic summary financial statement, it will deduct them from the total eligible costs declared, for the action, in the next periodic summary financial statement or in the final summary financial statement. It will then calculate the interim payment or payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, in the final summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4.

ARTICLE 43 — REDUCTION OF THE GRANT

43.1 Conditions

43.1.1 The Agency may — **at the payment of the balance** or **afterwards** — reduce the maximum grant amount (see Article 5.1), if the action has not been implemented properly as described in Annex 1 or another obligation under the Agreement has been breached.

43.1.2 The Agency may also reduce the maximum grant amount on the basis of the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

43.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the improper implementation of the action or to the seriousness of the breach.

Before reduction of the grant, the Agency will formally notify a ‘**pre-information letter**’ to the beneficiary:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 21).

43.3 Effects

If the Agency reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 21.4).

If the Agency reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 44).

ARTICLE 44 — RECOVERY OF UNDUE AMOUNTS

44.1 Amount to be recovered — Calculation — Procedure

The Agency will — **at the payment of the balance** or **afterwards** — claim back amount that was paid but is not due under the Agreement.

44.1.1 Recovery after termination of a beneficiary's participation

Not applicable

44.1.2 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 21.4), the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to recover, the amount due as the balance and the reasons why;
- specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund;
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm recovery** (together with the notification of amounts due; see Article 21.5) and:

- pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is positive** or
- formally notify to the beneficiary a **debit note** for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is negative**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency will **recover** the amount:

- (a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

- (i) not applicable

- (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

44.1.3 Recovery of amounts after payment of the balance

If, the revised final grant amount (see Article 5.4) is lower than the final grant amount, the beneficiary must repay the difference to the Agency.

The Agency will formally notify a **pre-information letter** to the beneficiary:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency will **recover** the amount:

- (a) by **'offsetting'** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

(i) not applicable

- (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the date

for payment in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

ARTICLE 45 — ADMINISTRATIVE AND FINANCIAL PENALTIES

45.1 Conditions

Under Articles 109 and 131(4) of the Financial Regulation No 966/2012, the Agency may impose **administrative** and **financial penalties** if a beneficiary:

- (a) has committed substantial errors, irregularities or fraud or is in serious breach of its obligations under the Agreement or
- (b) has made false declarations about information required under the Agreement or for the submission of the proposal (or has not supplied such information).

Under Article 109(3) of the Financial Regulation No 966/2012, the Agency or the Commission may — under certain conditions and limits — publish decisions imposing administrative or financial penalties.

45.2 Duration — Amount of penalty — Calculation

Administrative penalties exclude the beneficiary from all contracts and grants financed from the EU or Euratom budget for a maximum of five years from the date the infringement is established by the Agency.

If the beneficiary commits another infringement within five years of the date the first infringement is established, the Agency may extend the exclusion period up to 10 years.

Financial penalties will be between 2% and 10% of the maximum EU contribution in the estimated budget (see Annex 2).

If the beneficiary commits another infringement within five years of the date the first infringement is established, the Agency may increase the rate of financial penalties to between 4% and 20%.

45.3 Procedure

Before applying a penalty, the Agency will formally notify the beneficiary:

- informing it of its intention to impose a penalty, its duration or amount and the reasons why and
- inviting it to submit observations within 30 days.

If the Agency does not receive any observations or decides to impose the penalty despite of observations it has received, it will formally notify **confirmation** of the penalty to the beneficiary and — in case of financial penalties — deduct the penalty from the payment of the balance or formally notify a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission may **recover** the amount:

- (a) by ‘**offsetting**’ it — without the beneficiary’s consent — against any amounts owed to the beneficiary concerned by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the Agency

The Agency cannot be held liable for any damage caused to the beneficiary (or to third parties) as a consequence of implementing the Agreement, including for gross negligence.

The Agency cannot be held liable for any damage caused by the beneficiary or third parties involved in the action, as a consequence on implementing the Agreement.

46.2 Liability of the beneficiary

46.2.1 Conditions

Except in case of force majeure (see Article 51), the beneficiary must compensate the Agency for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

46.2.2 Amount of damages - Calculation

The amount the Agency can claim from the beneficiary will correspond to the damage caused by that beneficiary.

46.2.3 Procedure

Before claiming damages, the Agency will formally notify the beneficiary:

- informing it of its intention to claim damages, the amount and the reasons why and
- inviting it to submit observations within 30 days.

If the Agency does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission may **recover** the amount:

- (a) by ‘**offsetting**’ it — without the beneficiary’s consent — against any amounts owed to the beneficiary concerned by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 47 — SUSPENSION OF PAYMENT DEADLINE

47.1 Conditions

The Agency may — at any moment — suspend the payment deadline (see Article 21.2 to 21.4) if a request for payment (see Article 20) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 20);
- (b) the technical reports or financial reports have not been submitted or are not complete or additional information is needed, or

- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

47.2 Procedure

The Agency will formally notify the beneficiary of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Agency (see Article 52).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Agency if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the technical or financial reports (see Article 20) and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may also terminate the Agreement (see Article 50.3.1(I)).

ARTICLE 48 — SUSPENSION OF PAYMENTS

48.1 Conditions

The Agency may — at any moment — suspend, in whole or in part, the pre-financing payment and interim payments or the payment of the balance, if the beneficiary:

- (a) has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement or
- (b) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

48.2 Procedure

Before suspending payments, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Agency.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Agency will formally notify the beneficiary.

During the suspension, the beneficiary must not submit a periodic report(s) (see Article 20.3). When the Agency resumes payments, the beneficiary may include them in the next periodic report.

The beneficiary may suspend implementation of the action (see Article 49.1) or terminate the Agreement (see Article 50.1 and 50.2).

ARTICLE 49 — SUSPENSION OF THE ACTION IMPLEMENTATION

49.1 Suspension of the action implementation, by the beneficiary

49.1.1 Conditions

The beneficiary may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 51) — make implementation impossible or excessively difficult.

49.1.2 Procedure

The beneficiary must immediately formally notify to the Agency the suspension (see Article 52), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Agency.

Once circumstances allow for implementation to resume, the beneficiary must immediately formally notify the Agency and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has been terminated (see Article 50).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

49.2 Suspension of the action implementation, by the Agency

49.2.1 Conditions

The Agency may suspend implementation of the action or any part of it:

- (a) if the beneficiary has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement;
- (b) if the beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2), or

(c) if the action is suspected of having lost its scientific or technological relevance.

49.2.2 Procedure

Before suspending implementation of the action, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the beneficiary (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The beneficiary will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has already been terminated (see Article 50).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiary may not claim damages due to suspension by the Agency (see Article 46).

Suspension of the action implementation does not affect the Agency's right to terminate the Agreement (see Article 50), reduce the grant or recover amounts unduly paid (see Articles 43 and 44).

ARTICLE 50 — TERMINATION OF THE AGREEMENT

50.1 Termination of the Agreement by the beneficiary

50.1.1 Conditions and procedure

The beneficiary may terminate the Agreement.

The beneficiary must formally notify termination to the Agency (see Article 52), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Agency considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

50.1.2 Effects

The beneficiary must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the open reporting period until termination; see Article 20.3) and
- (ii) the final report (see Article 20.4).

If the Agency does not receive the reports within the deadline (see above), only costs which are included in an approved periodic report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 43).

After termination, the beneficiary' obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

50.2 Termination of the participation of one or more beneficiaries, by the beneficiaries

Not applicable

50.3 Termination of the Agreement, by the Agency

50.3.1 Conditions

The Agency may terminate the Agreement, if:

- (a) not applicable;
- (b) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) not applicable;
- (d) implementation of the action is prevented by force majeure (see Article 51) or suspended by the beneficiary (see Article 49.1) and either:
 - (i) resumption is impossible, or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) the beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;

- (g) the beneficiary does not comply with the applicable national law on taxes and social security;
- (h) the action has lost scientific or technological relevance;
- (i) *not applicable*;
- (j) *not applicable*;
- (k) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity affecting the EU's financial interests;
- (l) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has — in the award procedure or under the Agreement — committed:
 - (i) substantial errors, irregularities, fraud or
 - (ii) serious breach of obligations, including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles;
- (m) the beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**'extension of findings from other grants to this grant'**).

50.3.2 Procedure

Before terminating the Agreement, the Agency will formally notify the beneficiary:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (l.ii) above — to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the beneficiary **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (e), (g), (h), (j), and (l.ii) above: on the day specified in the notification of confirmation (see above);
- for terminations under Points (d), (f), (i), (k), (l.i) and (m) above: on the day after the notification of the confirmation is received by the coordinator.

50.3.3 Effects

The beneficiary must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the last open reporting period until termination; see Article 20.3) and
- (ii) a final report (see Article 20.4).

If the Agreement is terminated for breach of the obligation to submit the reports (see Articles 20.8 and 50.3.1(l)), the coordinator may not submit any reports after termination.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in an approved periodic report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Agency's right to reduce the grant (see Article 43) or to impose administrative and financial penalties (Article 45).

The beneficiary may not claim damages due to termination by the Agency (see Article 46).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

SECTION 4 FORCE MAJEURE

ARTICLE 51 — FORCE MAJEURE

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of a partner organisation), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

CHAPTER 7 FINAL PROVISIONS

ARTICLE 52 — COMMUNICATION BETWEEN THE PARTIES

52.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

Until the payment of the balance: all communication must be made through the electronic exchange system and using the forms and templates provided there.

After the payment of the balance: formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications in the electronic exchange system must be made by persons authorised according to the ‘Terms and Conditions of Use of the electronic exchange system’. For naming the authorised persons, the beneficiary must have designated — before the signature of this Agreement — a ‘Legal Entity Appointed Representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Terms and Conditions of Use of the electronic exchange system).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Agency and the Commission websites.

52.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

52.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

The Agency will formally notify the beneficiary in advance any changes to this URL.

Formal notifications on paper (only after the payment of the balance) addressed **to the Agency** must be sent to the following address:

*Research Executive Agency (REA)
Marie Skłodowska-Curie COFUND, Researchers' Night and Individual Fellowships Global
COV2 15/46
B-1049 Brussels Belgium*

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiary** must be sent to its legal address as specified in the 'Beneficiary Register'.

ARTICLE 53 — INTERPRETATION OF THE AGREEMENT

53.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

53.2 Privileges and immunities

Not applicable

ARTICLE 54 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹¹, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 55 — AMENDMENTS TO THE AGREEMENT

55.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

¹¹ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

55.2 Procedure

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 52).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents;

The Agency may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Agency has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

ARTICLE 56 — ACCESSION TO THE AGREEMENT

Not applicable

ARTICLE 57 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

57.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented, if necessary by the law of Belgium.

57.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative or financial penalties, offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the beneficiary must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against enforceable decisions must be brought against the Commission (not against the Agency).

ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the Agency or the beneficiary, depending on which is later.

SIGNATURES

For the beneficiary

For the Agency



EUROPEAN COMMISSION

Research Executive Agency (REA)

Marie Skłodowska-Curie COFUND, Researchers' Night and Individual Fellowships
Global



ANNEX 1 (part A)

Fellowship programmes

NUMBER — 665778 — POLONEZ

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1.1. The project summary

Project Number ¹	665778	Project Acronym ²	POLONEZ
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One form per project

General information

Project title ³	SUPPORTING MOBILITY IN THE ERA THROUGH AN INTERNATIONAL FELLOWSHIP PROGRAMME FOR DEVELOPEMENT OF BASIC RESEARCH IN POLAND
Starting date ⁴	01/09/2015
Duration in months ⁵	60
Call (part) identifier ⁶	H2020-MSCA-COFUND-2014
Topic	MSCA-COFUND-2014-FP Marie Skłodowska-Curie Co-funding of regional, national and international programmes (COFUND-FP)
Fixed EC Keywords	
Free keywords	INCOMING MOBILITY, EXPERIENCED RESEARCHERS, POLAND

Abstract ⁷

POLONEZ is a Fellowship Programme supporting international incoming researchers working in the broad field of research regardless of their nationality. It will be implemented by the National Science Centre (NCN), a government agency funding basic research in Poland. The NCN has already designed 11 funding schemes supporting researchers on every stage of their research career and regularly announces calls for proposals. The Centre is also involved in international funding initiatives, e.g. ERA-nets, JPIs. It follows a strictly bottom-up approach, allowing researchers to freely choose their research topic and host institution. POLONEZ, planned for 60 months, enables the NCN to implement 3 calls for proposals in order to select 90 fellows. It is targeted at experienced researchers who may apply for 12-24-month-fellowships in host institutions in Poland, both academic and non-academic, public or private. Apart from living, mobility and family allowances, they are offered a research grant which amounts to ca. € 4 200 per month, to cover the costs of a research project in a discipline freely chosen by the applicant. The fellows are also given an opportunity to participate in a variety of research and non-research trainings provided by the NCN and the host institution. One of the main goals of POLONEZ is to enhance incoming mobility in Poland. Although Polish host institutions offer an attractive research setting and high quality resources, fellowships in Poland attract fewer researchers. Also, many Polish researchers still seek temporary and permanent positions outside of Poland and Europe. Therefore, in order to counteract “brain drain,” build up a positive image of Polish research institutions and encourage foreign researchers to develop their careers in Poland, we offer them the opportunity to collaborate with the best Polish research organisations. POLONEZ thus paves the way for stronger international mobility in research and the integration of research communities.

1.2. List of Beneficiaries

Project Number ¹	665778	Project Acronym ²	POLONEZ
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List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	NARODOWE CENTRUM NAUKI	NARODOWE CENTRUM NAUKI	Poland	1	60

1.3. Workplan Tables - Detailed implementation

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Start month ₁₂	End month ₁₃
WP1	Management	1 - NARODOWE CENTRUM NAUKI	1	60
WP2	Evaluation and Selection	1 - NARODOWE CENTRUM NAUKI	4	34
WP3	Dissemination of the Programme and its Calls	1 - NARODOWE CENTRUM NAUKI	1	17
WP4	Ethical Issues	1 - NARODOWE CENTRUM NAUKI	1	60

1.3.2. WT2 list of deliverables

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Periodic Report 1	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D1.2	Final Report	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	60
D1.3	Researcher Declaration 1st call	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	14
D1.4	Research Declaration 2nd call	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	20
D1.5	Research Declaration 3rd call	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	26
D1.6	Periodic Report 2	WP1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	60
D2.1	Report on Evaluation and Selection Call 1	WP2	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D2.2	Report on Evaluation and Selection Call 2	WP2	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	18

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.3	Report on Evaluation and Selection Call 3	WP2	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D3.1	Report on dissemination activities 1st call	WP3	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	5
D3.2	Report on dissemination activities 2ns call	WP3	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	11
D3.3	Report on dissemination activities 3rd call	WP3	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	17
D3.4	Informing the Project Officer the Call 1st has been published	WP3	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D3.5	Informing the Project Officer the Call 3rd has been published	WP3	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D3.6	Informing the Project Officer the Call 2nd has been published	WP3	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D4.1	Report on Ethical Issues 1st Call	WP4	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D4.2	Report on Ethical Issues Call 2nd	WP4	1 - NARODOWE	Report	Confidential, only for members	18

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
			CENTRUM NAUKI		of the consortium (including the Commission Services)	
D4.3	Report on Ethical Issues 3rd Call	WP4	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	24

1.3.3. WT3 Work package descriptions

Work package number ⁹	WP1	Lead beneficiary ¹⁰	1 - NARODOWE CENTRUM NAUKI
Work package title	Management		
Start month	1	End month	60

Objectives

There are three main objectives of WP 1:

1. Financial and contractual management of the POLONEZ programme including core management tasks and official administrative and financial reporting to the European Commission/REA in accordance with an agreed set of milestones and deliverables detailed in the Description of Work.
2. Management activities related to the organisation and implementation of calls within the POLONEZ programme as well as reporting concerning the whole process.
3. Organisation of a help desk for the recruited fellows.

Description of work and role of partners

WP1 - Management [Months: 1-60]

NARODOWE CENTRUM NAUKI

The work will be subdivided into the following three main tasks:

Task 1.1 – Management of the programme. The task covers organising the start-up of the programme including administrative activities, establishing the governing bodies and POLONEZ Programme Team, assigning of work among the task leaders, organising the kick-off meeting. The task involves overseeing the development of the programme throughout its duration and helping to solve any problems that may arise, contractual management, preparation of reports and organisation of meetings. The task covers also both financial management of the programme and preparation of financial reports.

Task 1.2 – Organisation of calls within the POLONEZ programme: The task covers preparation of all documents related to the opening of each call, collaboration with the Information Processing Institute OPI, which operates the Centre's electronic submission system, overseeing the publication of the call and collection of the applications. Management of the preparation of the Assessment Reports is also expected within this task, including collecting information from other task leaders.

Task 1.3 – Organisation of a help desk for fellows: The NCN will run a help desk for successful fellows and host institutions via telephone and email to solve any problems that may arise concerning both scientific and practical aspects of the stay. We will seek to assist the fellows with practical advice regarding employment conditions, social security coverage, social benefits, access to health services, legal problems, etc. In order to support the fellows cooperation with Polish national and regional EURACCESS centres will be established.

Participation per Partner

Partner number and short name ¹⁰

1 - NARODOWE CENTRUM NAUKI

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Periodic Report 1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the	24

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
				Commission Services)	
D1.2	Final Report	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	60
D1.3	Researcher Declaration 1st call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	14
D1.4	Researach Declaration 2nd call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	20
D1.5	Research Declaration 3rd call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	26
D1.6	Periodic Report 2	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	60

Description of deliverables

D1.1 : Periodic Report 1 [24]

Periodic Report to be submitted within 60 days following the end of each reporting period

D1.2 : Final Report [60]

Final Report to be submitted within 60 days following the end of each reporting period

D1.3 : Researcher Declaration 1st call [14]

Researcher Declaration to be submitted within 20 days of the start of the research training activities, one for each researcher;

D1.4 : Researach Declaration 2nd call [20]

Researcher Declaration to be submitted within 20 days of the start of the research training activities, one for each researcher

D1.5 : Research Declaration 3rd call [26]

Researcher Declaration to be submitted within 20 days of the start of the research training activities, one for each researcher

D1.6 : Periodic Report 2 [60]

Periodic Report to be submitted within 60 days following the end of each reporting period

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
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Work package number ⁹	WP2	Lead beneficiary ¹⁰	1 - NARODOWE CENTRUM NAUKI
Work package title	Evaluation and Selection		
Start month	4	End month	34

Objectives

The objectives of WP 2 are to:

1. organise and manage the entire process of evaluation and selection of fellowships according to the principles of quality, transparency and fairness,
2. manage the Expert Team members and External Referees selection process, taking into account their scientific expertise as well as age, gender and nationality balance, continually oversee the successful projects' implementation process.

Description of work and role of partners

WP2 - Evaluation and Selection [Months: 4-34]

NARODOWE CENTRUM NAUKI

The work will be subdivided into the following 3 main tasks:

Task 2.1 – Selection of experts and management of the Expert Team and External Referees' work: The task covers all activities related to the expert selection process, including, overseeing the preparation of opinions on candidates for experts by the three Committees of the NCN Council and appointment of the Expert Team members as well as overseeing the selection of External Referees. The task covers activities aimed at ensuring the appropriate age and gender balance as well as the engagement of international reviewers in the selection process. The Programme Coordinator will carry out administrative tasks related to appointment of experts, provide them with appropriate documents and manage their work.

Task 2.2 – Evaluation and Selection of fellowships: The task covers overseeing the proposal eligibility check, overseeing the assignment of individual applications to Expert Team members, coordinating the merit-based evaluation, overseeing the proceedings of experts and drawing up the minutes containing justifications of the experts' choices, coordinating the review process by External Referees, as well as the preparation of ranking lists. This task includes informing the successful fellows and host institutions, preparation of letters and administrative decisions sent to the host institutions. It also covers activities aimed at ensuring the quality, transparency and fairness of the evaluation process, in particular, in cases of conflict of interest.

Task 2.3 – Evaluation of selected projects. Monitoring the implementation of successful projects will be carried out within this task. The assessment of the implementation process of selected projects will be carried out according to standard procedures followed by the NCN. These procedures include evaluation of intermediate and final reports prepared by the beneficiaries. The intermediate and final reports will include information on the project's outcomes such as publications, conferences, international cooperation, etc. The task also covers financial management of the contracts with the host institutions and, if necessary, introduction of changes to the contracts.

Participation per Partner

Partner number and short name ¹⁰

1 - NARODOWE CENTRUM NAUKI

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.1	Report on Evaluation and Selection Call 1	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the	12

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
				Commission Services)	
D2.2	Report on Evaluation and Selection Call 2	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D2.3	Report on Evaluation and Selection Call 3	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	24

Description of deliverables

D2.1 : Report on Evaluation and Selection Call 1 [12]

Report on evaluation and selection (containing at least the following information): - Number of applications received (how many eligible/ineligible?) - Date when the evaluation and selection took place - Names and Affiliations of experts involved (From which countries? Gender? Sectors?) - Was the evaluation done remotely or onsite? - Was there a briefing of the experts? - Number of experts evaluating each proposal. - Number of proposals passing/failing evaluation - Number of fellows finally selected under the specific Call (and in the reserve list, if relevant).

D2.2 : Report on Evaluation and Selection Call 2 [18]

Report on evaluation and selection (containing at least the following information): - Number of applications received (how many eligible/ineligible?) - Date when the evaluation and selection took place - Names and Affiliations of experts involved (From which countries? Gender? Sectors?) - Was the evaluation done remotely or onsite? - Was there a briefing of the experts? - Number of experts evaluating each proposal. - Number of proposals passing/failing evaluation - Number of fellows finally selected under the specific Call (and in the reserve list, if relevant).

D2.3 : Report on Evaluation and Selection Call 3 [24]

Report on evaluation and selection (containing at least the following information): - Number of applications received (how many eligible/ineligible?) - Date when the evaluation and selection took place - Names and Affiliations of experts involved (From which countries? Gender? Sectors?) - Was the evaluation done remotely or onsite? - Was there a briefing of the experts? - Number of experts evaluating each proposal. - Number of proposals passing/failing evaluation - Number of fellows finally selected under the specific Call (and in the reserve list, if relevant).

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	Call 1	1 - NARODOWE CENTRUM NAUKI	1	Publication of the Call 1
MS2	Call 2	1 - NARODOWE CENTRUM NAUKI	7	Publication of the Call 2
MS3	Call 3	1 - NARODOWE CENTRUM NAUKI	13	Publication of the Call 3

Work package number ⁹	WP3	Lead beneficiary ¹⁰	1 - NARODOWE CENTRUM NAUKI
Work package title	Dissemination of the Programme and its Calls		
Start month	1	End month	17

Objectives

The main objective of package 3 is to develop and coordinate the programme dissemination plan, in particular:

1. to successfully promote calls within the POLONEZ programme among potential incoming researchers and host institutions and enhance communications between potential incoming researchers and host institutions,
2. to promote the POLONEZ programme and ensure dissemination of the research outcomes of the individual projects/fellowships.

Description of work and role of partners

WP3 - Dissemination of the Programme and its Calls [Months: 1-17]

NARODOWE CENTRUM NAUKI

The work will be subdivided into the following three main tasks:

Task 3.1 – Promotion of calls: The task covers activities aimed at promotion of the calls among the potential host institutions and individual researchers. The calls will be announced through the NCN web page. The task covers the development of a dedicated section for the POLONEZ programme on NCN's website. This section will contain all necessary information including the scope of the programmes, application rules, evaluation criteria and contact details. Detailed information on the calls will be provided in both English and Polish. The task also includes updating the call information and the FAQ section. It will include sending the call announcement via e-mail using NCN databases, posting call announcements on other relevant websites, promotional activities using the NCN newsletter and Facebook profile, preparation of press releases, announcing the call through the EURAXESS Portal and other similar portals, etc. The task also includes the organisation of two information workshops and providing a help desk for applicants.

Task 3.2 – Enhancing communications between potential incoming researchers and host institutions: This task covers building a match-making section of the NCN website which will help to establish new cooperation between potential incoming researchers and host institutions.

Task 3.3 – Dissemination of the programme results: The task is designed to assure heightened public awareness of the programme and the outcome of the fellows' work. The information on key publications and conference presentations will be collected and promoted on our website in a specially dedicated section for the POLONEZ programme. Within this task, press releases concerning POLONEZ will be sent to various magazines, newspapers and Internet portals. We will also disseminate knowledge about the projects' results in the "Success Stories" section of NCN brochures. Projects' descriptions, included in the final report prepared by successful fellows, will also be available for wider public consumption via the NCN website. This task also includes organisation of an event held in the 42nd month of the POLONEZ programme addressed to the programme grantees. It will give them the opportunity to present their projects' results. This event will be also opened to the representatives of the host institutions of the fellows. Within this task the fellows will also receive assistance with their participation in the NCN Open Day.

Participation per Partner

Partner number and short name ¹⁰
1 - NARODOWE CENTRUM NAUKI

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D3.1	Report on dissemination activities 1st call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	5
D3.2	Report on dissemination activities 2ns call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	11
D3.3	Report on dissemination activities 3rd call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	17
D3.4	Informing the Project Officer the Call 1st has been published	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D3.5	Informing the Project Officer the Call 3rd has been published	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D3.6	Informing the Project Officer the Call 2nd has been published	1 - NARODOWE CENTRUM NAUKI	Other	Confidential, only for members of the consortium (including the Commission Services)	7

Description of deliverables

D3.1 : Report on dissemination activities 1st call [5]

Report on dissemination activities (containing at least the following information): - Dates of Call Publication and places where it was published (Supporting documents required). - Flyers, brochures, or other information produced - Presentations conferences and meetings or other events - Published articles in the press (please list and attach only main articles) - Any other means of advertising the programme

D3.2 : Report on dissemination activities 2ns call [11]

Report on dissemination activities (containing at least the following information): - Dates of Call Publication and places where it was published (Supporting documents required). - Flyers, brochures, or other information produced - Presentations conferences and meetings or other events - Published articles in the press (please list and attach only main articles) - Any other means of advertising the programme

D3.3 : Report on dissemination activities 3rd call [17]

Report on dissemination activities (containing at least the following information): - Dates of Call Publication and places where it was published (Supporting documents required). - Flyers, brochures, or other information produced - Presentations conferences and meetings or other events - Published articles in the press (please list and attach only main articles) - Any other means of advertising the programme

D3.4 : Informing the Project Officer the Call 1st has been published [1]

Inform the Project Officer by sending the link to the Euraxess website where the Call has been published

D3.5 : Informing the Project Officer the Call 3rd has been published [13]

Inform the Project Officer by sending the link to the Euraxess website where the Call has been published

D3.6 : Informing the Project Officer the Call 2nd has been published [7]

Inform the Project Officer by sending the link to the Euraxess website where the Call has been published

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
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Work package number ⁹	WP4	Lead beneficiary ¹⁰	1 - NARODOWE CENTRUM NAUKI
Work package title	Ethical Issues		
Start month	1	End month	60

Objectives

The activities of the WP cover dealing with ethics issues that might appear in the applicants' research, including examining the consent of the relevant Commission of Bioethics or relevant local Commissions of Bioethics for experiments on animals or consent required on the basis of regulations on nature preservation or on genetically modified organisms, collaboration with the Committee of the NCN Council for Ethical Issues and an analysis of whether the ethics rules applied align with the ethics principles for Horizon 2020.

The ethics reports should answer to the ethics requirements as mentioned in Part A section 1.4 of Annex I. if and when applicable.

Description of work and role of partners

WP4 - Ethical Issues [Months: 1-60]

NARODOWE CENTRUM NAUKI

The activities of the WP cover dealing with ethics issues that might appear in the applicants' research, including examining the consent of the relevant Commission of Bioethics or relevant local Commissions of Bioethics for experiments on animals or consent required on the basis of regulations on nature preservation or on genetically modified organisms, collaboration with the Committee of the NCN Council for Ethical Issues and an analysis of whether the ethics rules applied align with the ethics principles for Horizon 2020.

The ethics reports should answer to the ethics requirements as mentioned in Part A section 1.4 of Annex I. if and when applicable.

Participation per Partner

Partner number and short name ¹⁰
1 - NARODOWE CENTRUM NAUKI

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D4.1	Report on Ethical Issues 1st Call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D4.2	Report on Ethical Issues Call 2nd	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	18

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D4.3	Report on Ethical Issues 3rd Call	1 - NARODOWE CENTRUM NAUKI	Report	Confidential, only for members of the consortium (including the Commission Services)	24

Description of deliverables

D4.1 : Report on Ethical Issues 1st Call [12]

Report on ethical issues (containing at least the following): - A list the research projects with ethical issues and description of which ethical issues it raises - Overview how these issues were handled (information about ethics given to applicants, actions taken during the evaluation and selection process,) - Has an ethics committee been involved? If yes, which one? - Approvals and licences obtained - Have follow-up measures been implemented?

D4.2 : Report on Ethical Issues Call 2nd [18]

Report on ethical issues (containing at least the following): - A list the research projects with ethical issues and description of which ethical issues it raises - Overview how these issues were handled (information about ethics given to applicants, actions taken during the evaluation and selection process,) - Has an ethics committee been involved? If yes, which one? - Approvals and licences obtained - Have follow-up measures been implemented?

D4.3 : Report on Ethical Issues 3rd Call [24]

Report on ethical issues (containing at least the following): - A list the research projects with ethical issues and description of which ethical issues it raises - Overview how these issues were handled (information about ethics given to applicants, actions taken during the evaluation and selection process,) - Has an ethics committee been involved? If yes, which one? - Approvals and licences obtained - Have follow-up measures been implemented?

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
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1.3.4. WT4 List of milestones

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS1	Call 1	WP2	1 - NARODOWE CENTRUM NAUKI	1	Publication of the Call 1
MS2	Call 2	WP2	1 - NARODOWE CENTRUM NAUKI	7	Publication of the Call 2
MS3	Call 3	WP2	1 - NARODOWE CENTRUM NAUKI	13	Publication of the Call 3

1.3.5. WT5 Critical Implementation risks and mitigation actions

Risk number	Description of risk	WP Number	Proposed risk-mitigation measures
R1	Risk of failure in management	WP1	Very low risk, because of the very well designed organisation of the programme as well as the considerable experience of the NCN in managing international projects and calls for proposals.
R2	Risk of failure of the selection and evaluation process	WP2	Risk of failure of the selection and evaluation process is very low because the NCN has considerable experience in performing the evaluation and selection process (48 completed calls for proposals), additionally the Programme Coordinator is an NCN Scientific Officer in Life Sciences at the NCN with extensive experience in carrying out the evaluation and selection process.
R3	Risk of failure of the activities promoting the programme and disseminating its results	WP3	Risk of failure of the activities promoting the programme and disseminating its results is very low, because of the considerable experience of the applicant in promoting calls for proposals as well as result dissemination. The NCN has also carefully planned the assessment activities at the beginning of the POLONEZ programme to draw recommendations and corrective actions for the 2nd and 3rd call if necessary. The first assessment will be completed at month 6 after the finalisation of the eligibility check within the 1st call. If needed, corrective actions aimed at the promotion and recruitment procedure of the 2nd call may be included. The second assessment will be completed at month 12

Risk number	Description of risk	WP Number	Proposed risk-mitigation measures
			after the final ranking list of proposals submitted in the 1st call are available and the eligibility check within the 2nd call is finalised. If needed corrective actions for the 3rd call may be included.

1.3.6. WT6 Summary of project effort contribution

	WP1	WP2	WP3	WP4
1 - NARODOWE CENTRUM NAUKI	✓	✓	✓	✓

1.3.7. WT7 Tentative schedule of project reviews

No project reviews indicated

1.4. Ethics Requirements

Ethics Issue Category	Ethics Requirement Description
HUMAN EMBRYOS/FOETUS	- Information on the origin of human foetal tissues/cells must be provided
HUMAN EMBRYOS/FOETUS	- Information on the origin of embryos must be provided
HUMANS	- Details on the procedures and criteria that will be used to identify/recruit research participants must be provided
HUMAN EMBRYOS/FOETUS	- Detailed information must be provided on informed consent procedures for the use of embryos/foetal tissues/cells
HUMANS	- The applicant must clarify whether children and/or adults unable to give informed consent will be involved and, if so, justification for their participation must be provided.
HUMANS	- Detailed information must be provided on the informed consent procedures that will be implemented.
HUMANS	- The applicant must clarify how consent/assent will be ensured in case children and/or adults unable to give informed consent are involved.
HUMAN EMBRYOS/FOETUS	- Information on the origin and line of hESCs must be provided
HUMAN EMBRYOS/FOETUS	- Details on licensing and control measures by the competent authorities of the Member States involved must be provided
HUMANS	- The applicant must clarify whether vulnerable individuals/groups will be involved. Details must be provided about the measures taken to prevent the risk of enhancing vulnerability/stigmatisation of individuals/groups.
NON-EU COUNTRIES	- Detailed information must be provided to confirm that fair benefit-sharing arrangements with stakeholders from ICPC are ensured during the project
PROTECTION OF PERSONAL DATA	- Detailed information must be provided on the informed consent procedures that will be implemented
HUMANS	- The applicant must clarify whether invasive physical procedures will be used
NON-EU COUNTRIES	- The applicant must provide details on the material which will be imported to/exported from EU and provide the adequate authorisations
PROTECTION OF PERSONAL DATA	- The applicant must explicitly confirm that the existing data are publicly available
HUMANS	- Details on incidental findings policy must be provided
NON-EU COUNTRIES	- Detailed information must be provided on foreseen measures to minimise the risks to research participants and staff involved in this project
PROTECTION OF PERSONAL DATA	- In case of data not publicly available, relevant authorisations must be provided
HUMAN CELLS / TISSUES	- In case of use of human cells/tissues available commercially, details on cells/tissues type and provider must be submitted
ENVIRONMENT PROTECTION QUESTION	- The applicant must provide further information about the possible harm to the environment caused by the research and state the measures that will be taken to mitigate the risks

1.4. Ethics Requirements

Ethics Issue Category	Ethics Requirement Description
ANIMALS	- Copies of relevant authorisations (for breeders, suppliers, users, and facilities) for animal experiments must be forwarded to the REA
HUMAN CELLS / TISSUES	- In case human cells/tissues are obtained within the project, details on cells/tissues type and ethics approval must be provided
ENVIRONMENT PROTECTION QUESTION	- If relevant, copies of facilities authorisations must be provided (e.g. security classification of laboratory, GMO authorisation).
ANIMALS	- Copy of project authorisation (covering also the work with genetically-modified animals, if applicable) and research protocols must be forwarded to the REA
HUMAN CELLS / TISSUES	- In case human cells/tissues are obtained within another project, details on cells/tissues type and authorisation by primary owner of data (including references to ethics approval) must be provided
ANIMALS	- In case research protocols are not defined, general information must be provided on the nature of the experiments, the procedures to ensure the welfare of the animals, and how the Principle of the Three Rs will be applied
ENVIRONMENT PROTECTION QUESTION	- The applicant must ensure that appropriate health and safety procedures conforming to relevant local/national guidelines/legislation are followed for staff involved in this project
HUMAN CELLS / TISSUES	- In case of human cells/tissues stored in a biobank, details on cells/tissues type must be provided, as well as details on the biobank and access to it
ANIMALS	- If applicable, copies of training certificates/personal licenses of the staff involved in animal experiments must be provided
ENVIRONMENT PROTECTION QUESTION	- Details must be provided on the endangered species and/or protected areas involved in the research and, if applicable, the relevant authorisations must be submitted
PROTECTION OF PERSONAL DATA	- Copies of ethical approvals for the collection of personal data by the competent University Data Protection Officer / National Data Protection authority must be submitted to the REA
ANIMALS	- The applicant must clarify whether non-human primates will be involved in this study
DUAL USE	- Details on potential dual use implications of the project and risk-mitigation strategies must be provided and copy of ethics approval must be forwarded to REA (if applicable)
PROTECTION OF PERSONAL DATA	- Justification must be given in case of collection and/or processing of personal sensitive data
ANIMALS	- In case of use of non-human primates, copy of personal history file must be forwarded to the REA
DUAL USE	- Details on the offensive/defensive character of the research must be provided
NON-EU COUNTRIES	- The applicant must confirm that the ethical standards and guidelines of Horizon2020 will be rigorously applied, regardless of the country in which the research is carried out
PROTECTION OF PERSONAL DATA	- Detailed information must be provided on the procedures that will be implemented for data collection, storage, protection, retention and

1.4. Ethics Requirements

Ethics Issue Category	Ethics Requirement Description
	destruction and confirmation that they comply with national and EU legislation
MISUSE	- Details on measures to prevent malevolent/criminal/terrorist abuse of research findings must be provided

1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

7. Abstract

8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

11. Person-months per work package

The total number of person-months allocated to each work package.

12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

Please indicate the type of the deliverable using one of the following codes:

- R Document, report
- DEM Demonstrator, pilot, prototype
- DEC Websites, patent filings, videos, etc.
- OTHER

16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU Public

CO Confidential, only for members of the consortium (including the Commission Services)

CI Classified, as referred to in Commission Decision 2001/844/EC

17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

18. Milestone number

Milestone number: MS1, MS2, ..., MSn

19. Review number

Review number: RV1, RV2, ..., RVn

20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

22. Type of access

VA if virtual access,

TA-uc if trans-national access with access costs declared on the basis of unit cost,

TA-ac if trans-national access with access costs declared as actual costs, and

TA-cb if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.

	History of changes	Page
1	A sentence: <i>Each proposal is read by at least two members of the Expert Teams</i> has been added to the description of proposals evaluation procedure.	7
2	Month numbers removed to avoid duplication	8 and 9
3	POLONEZ calendar updated, project will start in September	19
4	Description of Work Packages 1-3 moved to Part A	25 - 27
5	A sentence added: <i>POLONEZ management structure is indicative and may be subject to change.</i>	20
6	Description of ethical issues management moved to from part 1.1.2 in the application to part 4. Ethics clearance in Annex 1 Part B	26 - 28
7	<i>Risk management</i> removed and moved to <i>Critical Risks For Implementation Description</i>	21-22
8	WP 4 and 5 included in POLONEZ application were removed from part B (and are not included in part A) but activities described in these work packages are already mentioned in other parts of part B	

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1. EXCELLENCE

1.1 Quality of the selection/recruitment process for the researchers

1.1.1 Transparency of the selection process for fellows under the programme

- **Appropriate dissemination of calls**

The National Science Centre (NCN) announces its calls through a dedicated web page. It contains all necessary information, including the scope of the programmes, rules of the application process, evaluation criteria and contact details. Detailed information on the POLONEZ calls will be provided in English (addressing potential fellows) and Polish (Polish version must be included because of national legal regulations and to facilitate participation of Polish host institutions).

The following activities are planned to distribute information to potential host institutions:

- ✓ an announcement describing the call will be sent by e-mail to research institutions in Poland using the National Science Centre databases,
- ✓ information on the programme will be included on the website and in the newsletter of the Ministry of Science and Higher Education and posted on the Public Information Bulletin (BIP) which is a portal providing access to public information according to article 8 of the Public Information Access Act, as well as the newsletter and website of Polish National Contact Point,
- ✓ the call will be promoted using the NCN newsletter and Facebook profile, as well the Facebook profile of Marie Skłodowska-Curie Actions, EURAXESS and Horizon 2020,
- ✓ a press release will be prepared and an announcement in a nationwide periodical will be published,
- ✓ information events will be organised with the assistance of national and regional contact points.

The following activities are planned to reach individual researchers and potential applicants:

- ✓ promotion of the call through the EURAXESS Portal and other similar portals as well as the Facebook profiles of e.g. Nature jobs, New Scientist, jobs.ac.uk, Euroscience Jobs, Times Higher Education, Marie Skłodowska-Curie Actions, Horizon 2020, etc.,
- ✓ updating information on the research funding system in Poland, including opportunities within the POLONEZ programme on the Era-watch portal,
- ✓ promotion of the call through international organisations; a note about the call will be sent to various agencies as well as other private and public bodies supporting basic research e.g. Science Europe will publish information about the call on the SE webpage in a section dedicated to NCN,
- ✓ promotion of the call through bulletins and websites of national and international research societies and research performing organisations,
- ✓ promotion of the call on posters sent to NCN national and international partner organisations, such as DFG, NWO, ANR, AHRC, etc.,
- ✓ promotion of the call in collaboration with the European Platform of Women Scientists, and via the website and newsletter of AcademiaNet – an initiative, of which NCN is a member, whose aim is to support women in research and make them more visible in the scientific environment,
- ✓ POLONEZ will be also advertised via potential host institutions; they will be encouraged to publish information about the programme on their websites and during fairs or conferences targeting a research audience,
- ✓ building a match-making section of the NCN website which will help to establish new cooperation between potential incoming researchers and host institutions.

- **Information provided to the applicants (e.g. conditions of the fellowship, host institution, evaluation process, results, redress/appeal, etc.)**

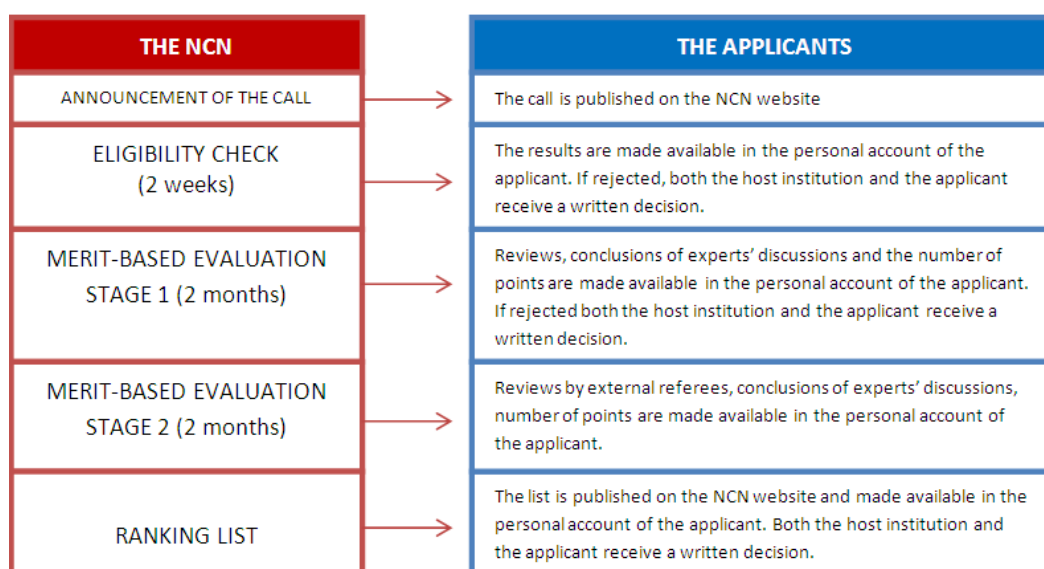
A detailed description of the programme and calls will be posted on the NCN web page according to standard NCN publishing procedures. The information on calls consists of a detailed call announcement which includes:

- ✓ eligibility criteria,
- ✓ application form and required documents,
- ✓ a list of scientific disciplines on the basis of which proposals are allocated to different evaluators and panels (NCN Panels),
- ✓ application procedure,
- ✓ evaluation procedure and criteria (including Expert Team selection criteria and detailed evaluation criteria with a weighted scoring method),
- ✓ indicative budget and conditions of the fellowships,
- ✓ time-frame including call deadline, expected time to receive evaluation results and to start fellowships,
- ✓ frequently asked questions with answers (FAQ),
- ✓ contact details (email, phone and fax).

A detailed document presenting how and at what stage the applicants will be informed about the evaluation results will be included in the call documentation. The NCN informs applicants about the evaluation results in the following way:

- ✓ eligibility check: the results of the eligibility check are immediately available in the personal account of the applicant within the electronic submission system. The host institutions and applicants also receive a written administrative decision in the case that a proposal fails to be eligible.
- ✓ merit based evaluation by the Expert Teams – stage 1: the results of the first step of the evaluation are available in the personal account of the applicant within the electronic submission system. Once the first stage of the evaluation process is completed (approx. 2 months after the eligibility check), the applicant can see the reviews prepared by the Expert Team members along with the conclusions of the experts' discussion and the number of points obtained in each evaluation category. The institutions and applicants receive a written administrative decision in the case that an application fails to be eligible.
- ✓ merit based evaluation by External Referees concluded by the Expert Team's final meeting – stage 2: once the merit based evaluation process is completed, the applicant can see the reviews prepared by the External Referees along with the conclusions of the experts' discussion and the number of points in each evaluation category (approx. 5 months after the eligibility check).
- ✓ preparation of ranking lists by Expert Teams: the ranking lists are published on the NCN website. Both the institutions and the applicants receive a written administrative decision as to whether the proposal shall be funded and the applicant may view the results in his or her personal account in the system.

The applicants receive both an assessment and a justification by the Expert Team. The external reviews include a detailed description of the strengths and weaknesses of the proposal. This justification is given for each evaluation category separately; therefore, the applicant receives precise feedback on the reasons why a certain number of points were assigned. The reasons for rejection are explained in detail.



Further documents concerning the evaluation process, publicly available on the NCN web site, are the following: 'Guide for experts evaluating proposals within the NCN calls', 'Regulation 36/2012 of the Director of the National Science Centre of 31 August 2012 concerning the drafting of a proposal evaluation by Expert Teams', 'Ethical rules for Council Members and Experts of the National Science Centre'. The documents will be available in English for POLONEZ applicants.

Pursuant to the Code of Administrative Conduct, applicants have 14 days to appeal the decision of the NCN. This information is available both in the call documentation and the administrative decisions received by the host organisations.

- **Eligibility criteria and application requirements**

- ✓ **Basic research**

The NCN was set up to support basic research. Basic research is understood as original, experimental or theoretical research work that strives to expand knowledge of the fundamentals of phenomena and observable facts. We are inspired by the very best practices in research funding, including the European Research Council model, and we follow a strictly bottom-up approach. Therefore, the only eligibility requirement concerning the topic of the proposed research is that it has to align itself with the above definition of basic research. Apart from that, researchers are able to choose their research topic freely.

- ✓ **Eligible applicants & duration of the fellowship**

The POLONEZ programme is designed for experienced researchers who at the time of submitting an application to the NCN are in possession of a doctoral degree or have at least four years of full-time equivalent research experience. They may apply for a fellowship with a duration between 12-24 months.

- ✓ **Host institution – general requirements**

Fellows will also be able to freely choose their host institution. The NCN is flexible as regards the choice of research partner in Poland. The inviting Polish partner, with whom a fellow would like to collaborate, can be: a single researcher, a research group within the host institution, a research group within an inter-institutional network, a department/institute/laboratory or another part of a bigger institution whose resources can be used by the fellow. Within NCN funding schemes, including POLONEZ, the researchers may choose, as hosts, institutions representing both the academic or non-academic sector, public or private. The eligibility requirement is that the host institution has to be a legal entity based in Poland.

✓ **Working conditions provided by the host institution**

The host institution should provide fellows with appropriate equipment, facilities and opportunities, ensure optimum working conditions, guarantee the flexibility essential for successful research performance, and give ample opportunity for the full development of skills and competencies.

✓ **Employment contract & overcoming administrative obstacles**

The only form of fellow employment by host institutions will be a full-time contract for the entire duration of the implementation of the research project. The full-time employment contract, offering the grantees adequate salaries in line with MSCA guidelines, ensures that fellows are guaranteed the same terms of employment as other employees of the host organisation, including social security coverage and social benefits. The host institution must also nominate a member of the administration staff as the person responsible for giving practical support to the fellows.

✓ **Academic mentor**

The host institution should indicate an academic mentor who can support the integration of the fellow within its research community and help the fellow plan and advance his/her research career.

✓ **Inter-sectoral mobility**

Host institutions, with the support of NCN, will be obliged to organise internships or visits (at least one a year) in institutions from the non-academic sector, such as business enterprises, government agencies, NGOs, museums, libraries, etc.

✓ **Planning of a research grant**

Within the POLONEZ scheme, researchers may also apply for a research grant, which according to NCN experience based on the funding schemes implemented so far, amounts to – on average – € 4 200 per month (€ 50 400 a year).

Eligible research costs are the following:

- Personnel costs
- Equipment
- Publication costs (including publication in open access) and project results dissemination
- Subcontracting
- Travel and subsistence costs (including research trips and national and international conferences)
- Consumables
- Participation in national and international conferences, organisation of project meetings and seminars
- Overheads devoted to the host institution (max. 20%)

✓ **Public engagement activities**

The applicants must also plan activities related to disseminating POLONEZ project results among research and non-research audiences.

1.1.2 Organisation of selection process

• **Description/Composition of committees involved in the different stages of the process (i.e. eligibility check, evaluation, selection)**

Within POLONEZ, the NCN will organise 3 calls for proposals announced at 6-month intervals. The evaluation of proposals adopted by the NCN for most funding schemes is inspired by best practices implemented by the European Research Councils.

POLONEZ fellows, in addition to living, mobility and family allowances, will also receive a grant (on average € 50 400 per year) which will enable them to conduct their individually designed research project. That is why the ERC evaluation model will be also used in the POLONEZ programme. It contains an eligibility check and a 2-stage merit-based evaluation process.

The applicant, together with the Polish host institution, can submit the proposal to one of three Expert Teams: HS – Arts, Humanities and Social Sciences, ST – Physical Sciences and Engineering, NZ – Life Sciences, depending on the scientific discipline of his/her research project.

✓ **Eligibility check**

The eligibility check is carried out by the NCN Office. The formal evaluation includes evaluation of the completeness of the application and an assessment as to whether the application fulfils all the eligibility requirements outlined in the call documentation.

✓ **Stage 1. Merit-based evaluation by Expert Teams**

The NCN merit-based evaluation is a two-step process. In the first step of the merit-based evaluation the proposals are assessed by 3 Expert Teams. The number of experts in each Team depends on the number of received proposals, however, it cannot be less than 5 members. Each expert shall receive max. 10 proposals. The NCN will strive to ensure that each application is reviewed by experts with the appropriate level of competence. Each Expert Team convenes under the leadership of a Chair nominated by the NCN Council who is in charge of assigning the applications to respective Expert Team members. The NCN Council is an NCN policy body consisting of 24 distinguished researchers. It decides on the type of programmes and specifies call regulations.

Each proposal is read by at least two members of the Expert Teams. The experts prepare individual assessments of the assigned projects. After the completion of individual reviews, the Expert Teams meet to discuss and assess the proposals based on the evaluation criteria, arbitrate divergent opinions in individual reviews, calibrate marks and establish a ranking list of those proposals meeting the quality threshold of 75 per cent. The successful proposals qualify for stage two of the merit-based evaluation.

✓ **Stage 2. Evaluation of eligible proposals**

The proposals qualified to stage two will be additionally evaluated by External Referees who are not members of the Expert Teams. Each proposal is read by at least 2 External Referees. External Referees prepare reviews of the proposals. They work remotely and send their reviews electronically. They do not take part in Expert Team meetings. External Referees are not required to come to an agreement concerning their reviews and their opinions do not have to be convergent. The reviews are presented and discussed during the second meeting of the Expert Team. The number of points in each evaluation category within the merit based evaluation is based on the reviews prepared by the External Referees along with the conclusions of the experts' discussion. The Expert Team draws up a final ranking list in their respective panel.

• **Selection of experts**

The selection of the Expert Team members is carried out by the NCN Council. The three Committees of the Council (Life Sciences, Physical Sciences & Engineering, and Arts, Humanities & Social Sciences) prepare opinions regarding potential candidates who will become experts in each call. The selection criteria used by the National Science Centre is in line with the “Code of Conduct for the Recruitment of Researchers”. The NCN endeavours to ensure that its recruitment and evaluation systems are transparent, open, equal and internationally accepted. The choice of the Council is guided by the following regulations:

- ✓ Candidates are selected from outstanding Polish and international researchers, taking into account their research expertise and experience in evaluation of research proposals in Poland and abroad as well as their experience in implementing research projects financed within the framework of national or international funding.

- ✓ Substantial effort is made to involve international experts in the evaluation process. The number of international External Referees cooperating with the NCN is growing and has already raised from 8% in 2011 when NCN was established to 40% in 2013.
- ✓ Gender balance is paramount for the NCN.. The NCN ensures expertise, age and nationality balance. To guarantee gender balance the NCN will also use the AcademiaNet database which contains research portfolios of excellent female researchers from all over the world.
- ✓ The transparency of the evaluation process is crucial for the NCN, therefore, the selection process of the fellows and the criteria are described in detail in the call package.
- ✓ In 2012, the NCN officially published the Guidelines for NCN evaluators and the NCN Council and Experts' Code of Ethics. These documents will also be available for POLONEZ applicants on the special website dedicated to POLONEZ.
- ✓ The NCN will take whatever action necessary to remove any conflicts of interest according to Commission regulations specified in the model grant agreement for the Maria Skłodowska-Curie COFUND.
- ✓ The POLONEZ procedures, based on the NCN's previous experience, will be open, efficient, transparent and supportive.
- ✓ Any relevant additional experience (practical, inter-sectoral, managerial etc.) will be taken into consideration.

The External Referees are outstanding Polish and international researchers who will be recommended by the NCN Scientific Officers responsible for organising and conducting calls for proposals. They are also responsible for evaluation of the impartiality of the peer review process.

In the frame of the POLONEZ programme, the National Science Centre guarantees that at least 50% of the pool of experts and referees will consist of international reviewers. With regard to gender balance, the NCN strives to promote the participation of women in research. In line with this policy, women will account for at least 40% invited reviewers.

The proposals submitted under the NCN calls may concern all research disciplines and fields specified by the NCN Panels. Therefore it is crucial for the Centre that reviewers represent all areas of research. The NCN seeks to engage international reviewers in the selection process. Therefore applicants prepare the merit based description of their proposal in English to enable international peer review.

- **Fellow/Researcher selection workflow and powers entrusted to the different actors**

The table below presents the main stages of the selection process of each call and the actors involved including both their place within the NCN structure (please see also NCN organisation chart in 3.1.) as well as their role in the Programme Team. The work in the POLONEZ programme was divided into 4 main work packages described in detail in part 3.1. Packages 1-3 concern the selection process: package 1 – management, package 2 – selection and evaluation and package 3 – dissemination. (Please see also section 3.1). The selection process is supervised by NCN Coordinator – Dr Marcin Liana who is also a POLONEZ programme coordinator.

Stage of the selection process	Actors involved
Call preparation	NCN Council supported by the POLONEZ Programme Coordinator and the International Cooperation Team
Call announcement	International Cooperation Team supported by the Office of Communications and supervised by the POLONEZ Programme Coordinator
Call deadline	
Eligibility check	NCN Scientific Officers including: POLONEZ Programme Coordinator (NZ – Life Sciences) and two other Scientific Officers for HS – Arts, Humanities and Social Sciences and ST – Physical Sciences and Engineering, supported by the

	International Cooperation Team and the Research Projects Administration Department.
Selection of Expert Team members	The selection of the Expert Team members is carried out by the NCN Council. POLONEZ Programme Coordinator together with 2 other Scientific Officers assist the NCN Council in the organisation and implementation of the evaluation process and scrutinise the impartiality of the peer review.
Merit based evaluation – stage 1	Expert Team members assisted by the Scientific Officers, including Programme Coordinator, and Research Projects Administration Department.
Selection of External Referees	Scientific Officers, including Programme Coordinator
Merit based evaluation – stage 2	External Referees - work remotely and send their reviews electronically. Expert Team members complete the final evaluation during a meeting session. Both Referees and Experts are assisted by 3 Scientific Officers (including Programme Coordinator) and Research Projects Administration Department.
Ranking list	A final ranking list is drawn up by Expert Team members. They are assisted by the POLONEZ Programme Coordinator.
Signature of contracts	Members of the NCN Research Projects Administration Department, International Cooperation Team.

Tasks described above are also supported by the NCN Legal and IT Teams. Expert Team meetings are organised with a support of the NCN Administrative Team.

1.1.3 Evaluation Criteria

- **Criteria/Sub-criteria for the selection of fellows**

The main goal of the POLONEZ programme is to allow the applicants to become independent research leaders and to exchange scientific ideas within the stimulating environment of the host institution. We expect that within the POLONEZ programme, the benefits will be reciprocal whereby both the fellow and the host acquire new knowledge in the exchange process.

The criteria for selecting fellows will be divided into 5 categories each listed below. Each criterion is assigned a percentage weight. Additionally, there is also one more criterion which does not have a percentage weight and it requires a yes/no answer:

- ✓ Necessity and justification of the research project budget: Are the planned costs necessary to implement the project?

If the budget of the research project designed by the applicants is not justified the application will be rejected.

An overall threshold of 75 per cent will apply to the total weighted score. Only proposals which pass the evaluation threshold may be funded. Each ranking list will consist of a list of proposals qualified for funding and a standby list.

- (i) **Excellence of the incoming researcher (25%)**

- ✓ Scientific achievements of the incoming researcher: Does he/she publish in the best publishing houses or journals? Are his/her publications highly cited? Is he/she an internationally recognised expert in his/her field? Does he/she collaborate with the best researchers from other institutions? Has he/she been invited to the best scientific institutions and to important congresses and conferences? Did he/she receive prestigious international or national awards or prizes? Has he/she successfully implemented a research project(s)?

- ✓ Diverse qualifications of the incoming researcher: Does the fellow have diverse qualifications e.g. scientific, practical or managerial? Does the fellow have transnational or inter-sectoral mobility experience? Did he/she pursue an internship in leading scientific institutions?
- (ii) Appropriate choice of the host institution (20%)**
- ✓ Scientific achievements of the inviting Polish partner (individual researcher or research team): Does the research group in which the fellowship is planned have significant scientific achievements documented by publications in the best publishing houses or journals?
 - ✓ Involvement of the host institution: Does the host institution provide access to facilities, equipment and other resources necessary to implement the proposed research? Does the host institution offer the researcher the best working conditions (equipment and office/lab space necessary, full-time employment contract, including security coverage and social benefits)? What is the quality of the internships or visits in institutions representing the non-academic sector offered to the fellow by the host institution? Does the host institution provide training on skills within the applicants discipline and/or new research skills? Does the host institution offer the applicant an administrative officer responsible for giving practical advice and an academic mentor who is in charge of facilitating the integration of the incoming research within the research community of the host institution?
 - ✓ Compatibility of the incoming researcher and the inviting Polish partner: Is the choice of the host institution fully compatible with the scope of the planned research? Do the resources of the host institution guarantee the successful implementation of the project? Do the qualifications and experience of the incoming researcher guarantee the implementation of the planned project?
- (iii) Excellence of the research project (25%)**
- ✓ Scientific excellence of the research project: What is the scientific quality of the research project and tasks? Will the results of the project be published in the best publishing houses or journals? Does the project have an interdisciplinary component?
 - ✓ Strengths and weaknesses of the proposal: What are the strengths and weaknesses of the proposed research?
 - ✓ Innovative character of the project: Is the project innovative?
- (iv) Impact of the fellowship (20%)**
- ✓ Impact of the implementation of the project on the development of the scientific discipline: Will the project have a significant impact on the development of the scientific discipline?
 - ✓ Impact of the fellowship on career development: Will the implementation of the fellowship have a significant impact on the career development of the fellow through increasing their rank of publications, development of collaboration with the inviting Polish partner? Will the individually designed research project help the fellows advance their research career?
 - ✓ Impact of the fellowship on enhancing diverse skills of the fellow: Does the fellowship develop and extend the research competences, in particular in terms of multi- or interdisciplinary expertise, enhancing transfer of knowledge and creating long-term and mutually beneficial collaboration between the fellow and the host institution? Will visits and internships in institutions from the non-academic sector planned by the host institution be beneficial to the development of the fellow's career?
- (v) Dissemination of project results (10%)**
- ✓ Does the applicant plan to publish their research results in the best publishing houses or journals? Does the fellow plan to participate in conferences or fairs in order to disseminate project results?
 - ✓ Will the activities undertaken by the applicant contribute to the communication of the project results to the lay public?
 - ✓ Are measures taken to communicate and disseminate project results effectively?

1.1.4 Equal opportunity

- **Measures the programme takes to ensure equal opportunities (e.g. gender balance, career break, etc.)**

The transparency and fairness of the selection process is crucial for the NCN as our aim is to support the best proposals based on the criterion of scientific excellence. Several measures are taken to ensure all applicants have equal opportunities:

- ✓ Career breaks are respected and an extension of the eligibility period is possible provided that the career break is properly documented e.g. maternity leave, paternity leave, long-term illness, national service etc.,
- ✓ The NCN will actively encourage women to apply e.g. on the European Platform of Woman Scientists and via the AcademiaNet newsletter and website,
- ✓ The NCN has developed clear regulations concerning conflicts of interest and these must be adhered to by all experts,
- ✓ The proposal selection process is overseen by NCN Scientific Officers who make sure that the evaluation process is carried out according to the rules of impartiality and reliability. The NCN Scientific Officers has the right to return an application for further evaluation by another expert if one of the opinions does not meet the reliability criterion,
- ✓ The NCN seeks to engage international reviewers in the selection process and makes efforts to bring together diverse expertise and competences,
- ✓ Call regulations and documentation, including guidelines for reviewers, are easily available from the NCN website.

The NCN monitors the success ratios of men and women within its calls. Our Analysis and Evaluation Office prepares detailed statistics concerning each call, including the number of proposals submitted by men and women and their respective success ratios. To date our analyses have shown that within NCN funding schemes, successful women account for 41% of the overall percentage.

1.2. Quality of the research options offered by the programme

- **Excellence of the research programme**

The strictly bottom-up approach followed by the NCN allows researchers to freely choose the subject and their host institution in Poland.

One of the best ways to boost scientific results and create an impact on the career development of fellows is to offer training through research. Thanks to competitive salaries and good working conditions, the programme will allow the fellows to focus on their research training and develop their research potential. The incoming fellows will have a chance to broaden their research perspectives and acquire new skills. For this purpose, the NCN will also offer the fellows a research grant – on average €4.200 per month – enabling them to implement research projects and cover the costs of equipment, consumables, travel, publications, etc.

One of the main goals of the POLONEZ programme is to allow the applicants to become independent research leaders and to exchange scientific ideas within the stimulating environment of the host institution. POLONEZ provides the optimum conditions for researchers to further develop their expertise in collaboration with the best research institutions in Poland.

- **Quality of the research options in terms of the triple "i" dimension (inter-national mobility, inter-sectoral exposure, and interdisciplinarity)**

The NCN will strive to ensure the triple "i" dimension which broadens the research competencies of the fellows, adopting the following measures:

1) **International Mobility**

The aim of the POLONEZ programme is to support international incoming fellows carrying out basic research in Poland. We intend to bring together the expertise of top-quality, international, experienced researchers from all over the world with excellent calibre Polish host institutions. Eligible applicants will come from other European Member States, Associated Countries or Other Third Countries, and they cannot have been resident in Poland for more than 12 months during the 3 years prior to the application deadline.

The programme is conceived very broadly and applicants are eligible regardless of nationality. The programme will also be open to Polish nationals provided they are not residents in Poland.

Thanks to the research grant offered by the NCN, POLONEZ grantees will also be able to take part in conferences and meetings related to their research organised in Poland and abroad and organise research trips in order to conduct their research.

2) **Inter-sectoral Exposure**

POLONEZ is open to a wide range of host institutions. Within this scheme the researchers may conduct research not only in research institutions, but also enterprises and other entities representing both the academic and non-academic sector, public or private. In order to ensure inter-sectoral exposure, the NCN will offer POLONEZ grantees an opportunity to participate in the following activities:

- ✓ **coaching sessions** dedicated to scientists wanting to start their career in business & industry environment;
- ✓ **individual sessions** with business and industry representatives who have scientific background. The above mentioned sessions will help POLONEZ grantees learn how researchers conducting research in an academic environment can start planning or advancing their cooperation with business and industry.
- ✓ training on 1. **technology transfer** and 2. **commercialisation of research**. This training will help researchers understand the process of technology transfer, the players involved in it such as business entities and consumers, and the expected results of commercialisation. It will also provide participants with an opportunity to familiarise themselves with stakeholders' views on the process of technology transfer and the commercialisation of project results.
- ✓ The host institutions, with NCN support, will be obliged to organise **internships or visits** (at least one a year) in institutions from the non-academic sector, such as business enterprises, government agencies, NGOs, museums, libraries, etc. These visits or internships will also create an opportunity for POLONEZ awardees to present their research and facilitate the dissemination of project results.
- ✓ Eligible costs of the POLONEZ grant may also include participation in **conferences and fairs** gathering both science and business representatives, thus providing the researchers with opportunities for **networking**.
- ✓ The NCN will also organise meetings with other funding institutions which launch funding opportunities supporting cooperation between business and science (e.g. National Centre for Research and Development, NCBR – a government agency which funds applied research). Fellows who would like to continue their career in Poland may apply for grants within the **TANGO scheme**, already included in the NCN funding portfolio, similar to the ERC Proof-of-Concept funding initiative, organised in collaboration with NCBR.

3) **Interdisciplinarity**

The NCN strongly encourages interdisciplinary projects combining two or more academic disciplines. In its funding portfolio, the Centre already has a special scheme called SYMFONIA that is dedicated to applicants wanting to carry out interdisciplinary or cross-domain research in collaboration with teams representing different areas of research. Within this scheme the NCN has employed an assessment procedure which includes an evaluation panel consisting of international experts representing different academic fields. In

addition, in the case of the POLONEZ funding scheme, if there are two projects with the same scores, preference will be given to the one including an interdisciplinary component.

1.3. Quality of career guidance and training

1.3.1 Supervision arrangements

- **Specific mentoring or support schemes in place to support career development**

POLONEZ grantees will be offered coaching sessions devoted to individual career development. The programme of these sessions will be tailor-made for the individual needs of researchers, depending on the stage of their research career. It will help them assess their professional strengths, provide them with feedback on career management, and give them support in planning their career path.

1.3.2 Training

- **Training on skills within the chosen discipline and/or to gain new skills**

Host institutions will be encouraged to provide fellows with a dedicated training programme within their research discipline. The involvement of the host institution will be evaluated within the proposal selection process. The host institutions should prove in the proposal that fellows will be provided access to facilities, equipment and other resources necessary to implement their proposed research. The host institutions should offer the fellows internships or visits in institutions representing the non-academic sector and provide training on skills within the applicants discipline and/or new research skills.

The opportunity to carry out a research project and to collaborate within the research team will increase the fellows' managerial skills and the chances of successful completion of research projects in the future. In addition, the NCN will offer POLONEZ grantees a variety of training which will help them boost their skills connected with conducting research, applying for grants or disseminating research results, etc. The NCN will strive to ensure that among the trainers there will be researchers (e.g. MSCA and ERC grantees), journalists, policy makers, funding agency and National Contact Points representatives, as well as business and industry representatives.

They will be free to choose from the following pool of training:

- ✓ **Preparing grant applications** (including special training organised by Polish National Contact Point (NCP) on how to apply for Horizon 2020 grants)

POLONEZ grantees will be given an opportunity to participate in special workshops organised by the NCN which will help them in preparation for submitting grant applications to funding organisations. These courses will also include a session, organised jointly by the NCN and NCP, devoted to preparing research proposals to the various Horizon 2020 schemes. It should be noted that the NCN has already implemented a special instrument supporting Polish researchers who apply for ERC grants.

- ✓ **Science communication**

This workshop will help researchers enhance their communication skills and learn how to engage with different audiences. They will also develop their understanding of the role of science within society and the impact of their work. This training will contribute to the career advancement of the fellows and help them in dissemination of POLONEZ projects' results.

- ✓ **Ethics in science**

This training will increase participants understanding of the main ethical issues in the conduct of research such as conflict of interest, peer review, data management and sharing etc., thus helping them to improve their skills in identifying and responding to incidences of research misconduct. POLONEZ awardees will also learn how to identify ethical problems concerning research involving animals, human subjects, dual use, etc.

✓ **Intellectual Property**

This course will offer researchers guidance through Intellectual Property issues, such as understanding patenting law, thus helping them place their specific responsibilities in a broader context of knowledge production and protection. This training will also give participants an opportunity to learn about the role of Intellectual Property in the knowledge based economy.

• **Support and/or additional training in non-research oriented transferable skills**

To help researchers plan their career path and enhance their non-research skills, the NCN will provide POLONEZ grantees with the possibility to choose from the following pool of training, supporting:

✓ **Project management skills**

Training on project management is focused on the practical aspects of project management in science. Thanks to this course, participants will be able to learn how to plan, organise, manage or lead and control a project in order to achieve its goals in a given time.

✓ **Presentation and public speaking skills**

This training will teach researchers how to increase their personal impact and be more effective in communicating with scientists, the public and the media. It will also help them improve their presentation skills and teach them how to interpret and use body language.

✓ **Negotiations skills**

Thanks to this course participants will learn how to reinforce and enhance communication skills during negotiations. It will also provide participants with best practices concerning resolving conflicts and applying various negotiation tactics.

✓ **Team management skills**

This course will provide the fellows with an understanding of the essential skills and personal qualities that help to produce highly effective leaders. It will also teach them how to organise and motivate members of a research team in order to achieve outstanding performance and results.

• **Any other relevant points.**

Timeline and selection of the courses will be adjusted to the needs and interest of the fellows.

All training mentioned above will be overseen by the NCN and supervised by the NCN HR specialist. As a public sector organisation, the NCN must select a company responsible for implementation of the training programme under a call for tender. It will be an institution who already has appropriate experience and expertise in organising courses, specified in the sections above, and human resources sufficient for implementing the training programme.

2. Impact

2.1 Enhancing research- and innovation-related human resources, skills and working conditions to realise the potential of individuals and to provide new career perspectives

Impact of programme on enhancing human resources at a regional, national or international level;

• **Enhancing skills, working conditions and career perspectives of participating researchers;**

Both formal and informal interaction within the strong and stimulating research environment of Polish host institutions will give fellows an opportunity to broaden their experience and consolidate their positions among the excellent researchers in their respective fields. The necessity to carry out a research project and to collaborate within the research team will increase the fellows' managerial skills and the chances of successful completion of research projects in the future.

The NCN will strive to provide the fellows with optimal working conditions. The quality of the inviting Polish partner, as specified in the criteria relating to the involvement of the host institution, will be rigorously assessed and only the best projects will receive funding. The requirements, which must be fulfilled by the host institution, will also be specified in the agreement between the NCN, the host institution and the fellow. Apart from advancing their research skills, POLONEZ grantees will also have an opportunity to develop their non-scientific competences thanks to a wide range of courses and training aiming to help them discover and plan new career paths. Inter-sectoral exposure will give fellows a chance to cooperate with the non-academic sector, thus providing them with new options for career development.

Fellows who would like to continue their career in Poland after their POLONEZ experience will also be offered a wide range of funding opportunities announced by the NCN on a regular basis, for example:

- ✓ SONATA BIS – addressed to researchers who have obtained a doctoral degree within 2 to 12 years prior to the submission of the proposal who want to establish a new research team and become independent research leaders,
- ✓ HARMONIA – designed for scientists wanting to carry out research in cooperation with foreign partners, within the framework of international programmes or initiatives announced under bi- or multilateral cooperation or utilising large-scale international research infrastructure,
- ✓ TANGO – a funding scheme that enables scientists, engineers and scholars to turn their projects in basic research into solutions and products that may benefit populations and economies in a direct way. This funding opportunity is organised by the NCN together with the National Centre for Research and Development.

2.2 Impact of the programme on aligning practices at participating organisations with principles set out by the EU for human resources development in research and innovation

- **How does the programme contribute to the implementation of principles set out by the EU for human resources development in R&I (such as Charter & Code,) at the participating organisations (beneficiary, partner organisations);**

✓ Increasing cooperation between the NCN and Polish EURAXESS

Thanks to POLONEZ, the NCN will be able to strengthen its collaboration with Polish EURAXESS Service Centres and benefit from their experience in supporting international incoming mobility in both Poland and Europe.

✓ Implementing principles included in Charter & Code

Charter & Code have already been adopted by Polish research and academic institutions, e.g. Polish Academy of Sciences. The principles of these documents will also be followed by the NCN within the POLONEZ programme. The Centre will oblige Polish institutions hosting the fellows to adhere to the rules formulated in these documents.

✓ Creating employment opportunities

Funds granted to the NCN by the Commission earmarked for the management costs of the programme will enable the Centre to create new job opportunities for people who would be involved in implementing the POLONEZ programme.

✓ **Increasing the skills and competences of NCN staff**

The preparation of the POLONEZ programme and the organisation of recruitment of international fellows as well as participation in dissemination of POLONEZ projects' results will enable NCN employees to develop their working skills and competencies, thus bolstering the development of their career.

✓ **Enhancing cooperation between the NCN and Polish host institutions**

The POLONEZ programme is targeted at both researchers and host institutions. Thanks to the close collaboration between the NCN and the host institutions within POLONEZ, the Centre will also identify the day-to-day problems of host institutions representing both the academic and non-academic sector. This will help the Centre address these issues in future funding schemes.

✓ **Broadening NCN's funding portfolio**

The POLONEZ scheme will be the 12th funding scheme introduced to the NCN funding portfolio. Via this funding instrument, the NCN will be able to reach another group of applicants – international incoming experienced researchers – and provide them with excellent funding opportunity, thus boosting the research environment in both Poland and Europe.

✓ **Increasing NCN visibility as a research funding organisation**

Thanks to implementing POLONEZ and promoting it via a wide range of media instruments, the NCN will heighten its recognition across Europe and the world. Its visibility will be also enhanced thanks to a variety of funding opportunities announced by the NCN on regular basis, which will also be available to fellows who would like to continue their career in Poland.

✓ **Enhancing NCN's recognition among a lay audience**

Dissemination of POLONEZ projects' results in popular media will give NCN an opportunity to arouse the interest of a non-academic audience, thus building their awareness of the value of research for society as a whole. This will also increase NCN's visibility and introduce its mission to the taxpayers.

✓ **Supporting Poland's consolidation within the European Research Area**

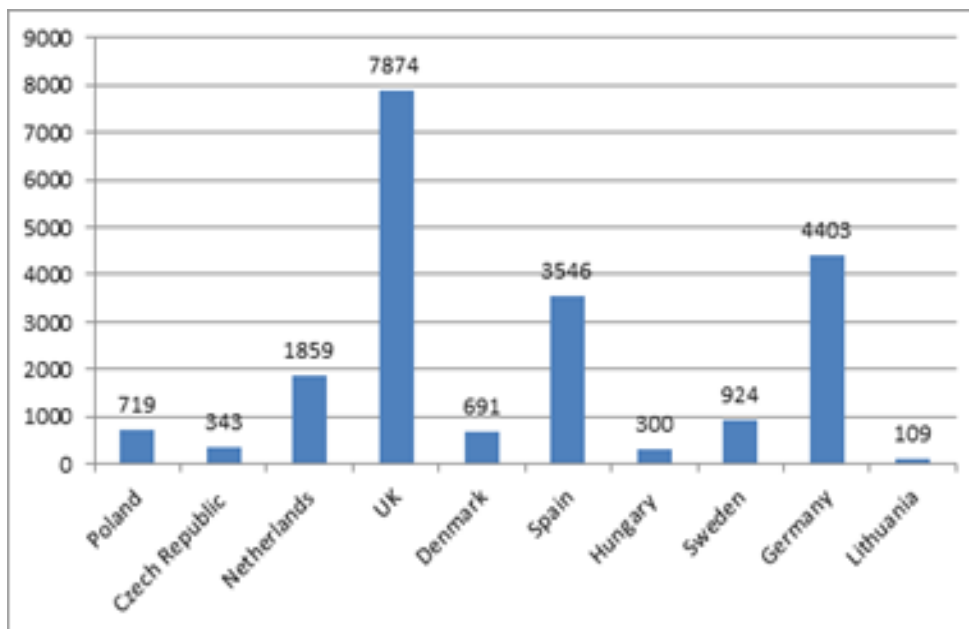
The disparities between Poland and other European countries are clearly visible when one compares our country to a Western European equivalent like Spain that has a similar population. The number of researchers (excluding initial training networks) coming to Poland within Marie Curie Actions is nearly 5 times smaller. The number of researchers coming to Polish institutions is also lower when compared to much smaller countries, in terms of population, like Sweden or Holland. This situation is also caused by the commonly held view of Poland being a country where unsatisfactory working conditions for researchers prevail. With the POLONEZ programme, we would like to debunk this cliché and, therefore, contribute to long-lasting international cooperation.

• **How does the programme contribute to the overall objective and expected impact of COFUND as specified in the Work Programme;**

The POLONEZ programme opens up new opportunities for experienced researchers as they can freely choose their research destination and topic and receive substantial support in order to design their own research projects. This programme aligns itself with the life-long training and career development model as it offers fellows not only a chance to broaden their scientific expertise but to also develop their non-scientific skills through a wide range of training offered by the NCN. It also gives researchers inter-sectoral exposure and encourages them to identify different career options. Also, POLONEZ offers fellows excellent working conditions in research environments within the very best Polish institutions.

With a budget of € 18 166 500 to support 90 experienced researchers, POLONEZ will have a significant impact on increasing transnational mobility. This programme will also increase the number of international fellowships awarded within Marie Curie Actions (cf. fact sheet for Poland in 2014) that are carried out in Polish institutions, thus contributing to the development of high quality human resources in Poland.

**Number of incoming researchers in selected countries of the European Union
(Marie Skłodowska-Curie Actions 2007-2014)**



2.3 Effectiveness of the proposed measures for communication and result dissemination of the programmes

- **Communication, result dissemination and public engagement strategy of the programme;**

In order to communicate programme results to the research public, the NCN will adopt the following measures:

- ✓ the grantees will be invited to present the results of POLONEZ projects during the NCN Open Day (Dni NCN) – an event organised annually and attended by ca. 1000 people with an online stream watched by another 1000; intended as an opportunity for both researchers and administrative staff from universities and research institutions to familiarise themselves – through workshops and meetings – with the system of research funding at the NCN,
- ✓ research stories of POLONEZ grantees will be published on the NCN website and the NCN Facebook profile, as well as widely distributed via NCN annual reports and leaflets; research stories of women awarded within POLONEZ will also be presented on the AcademiaNet website – a portal dedicated to excellent women researchers,
- ✓ press releases concerning the POLONEZ programme and its grantees will be sent to Polish magazines and newspapers such as Gazeta Wyborcza, Rzeczpospolita, Newsweek, Polityka, Tygodnik Powszechny, etc. and various portals dedicated to research, such as the Polish Press Agency Science & Scholarship Portal (PAP Nauka w Polsce),
- ✓ the NCN will also encourage host institutions of POLONEZ grantees to promote the research conducted by the fellows on their websites,

- ✓ the NCN will organise an event addressed to POLONEZ grantees which will give the awardees the opportunity to present their projects' results. This event, opened also to the representatives of the host institutions of the fellows, will be held approximately in the 36th month of POLONEZ,
- ✓ the host institution in cooperation with the fellows will also be obliged to create and maintain a website dedicated to their projects,
- ✓ the researchers will also have to include a lay summary of the project in their grant applications. This will be published on the NCN website together with the ranking lists of the projects awarded within POLONEZ. Also, they will be obliged to add a short description of the project results addressed to the wider public in their final reports. These requirements have already been implemented within NCN funding schemes that are announced on a regular basis,
- ✓ all publications resulting from the research projects completed by the fellows will be made available in open access, in accordance with the Horizon 2020 principles
- ✓ dissemination of project results will be supported by a research grant funded by the NCN which may cover the expenses devoted to publishing project results (including open access publishing) and costs of participation in conferences.

In order to disseminate information on research performed within the POLONEZ grants, the POLONEZ grantees will be obliged to prepare at least two of the following activities aimed at reaching both research community and a wider public (this activity must be included in the research proposal submitted to the NCN and will be included in POLONEZ call documentation):

- ✓ seminars, workshops or lectures addressed to students at universities and institutions providing undergraduate or postgraduate education,
- ✓ seminars or lectures addressed to high school students communicating results of their research,
- ✓ presentation of their research results during Science Night Festival, Science Festival, Museum or Theatre Nights, etc.,
- ✓ preparation of articles about their research projects addressed to the wider public,
- ✓ other forms proposed by the host institution or the applicants.

- **Intellectual Property Rights issues**

The NCN will ensure that the employment contract of the fellow will specify arrangements relating to intellectual property rights (IPR). IPR will be regulated by a grant agreement signed between the POLONEZ grantee, the host institution and the NCN. These regulations will comply with Art. 36 of the Act on the National Science Centre and the directives included in the Commission Recommendations on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research organisations.

- **Any other relevant points.**

The dissemination skills of the grantees will be developed by participation in training on presentation and public speaking skills and science communication mentioned in 1.3.2.

3. Implementation

3.1. Overall coherence, effectiveness and appropriateness of the work plan

- **The management plan of the programme and the resources;**
include a timeline or Gantt chart giving an overview of at least the: expected start and end date of the project (number of months); number of calls; opening/closing date of the call(s); number of fellowships offered per call; evaluation timeline; expected/planned start/end date of researcher appointments.

The programme is planned for 60 months which will enable the NCN to implement three calls. The first call will be opened after 6 months, the second after 12 months and the third call after 18 months from the start date of the POLONEZ programme. Each call will take 3 months from opening until deadline. The proposal evaluation is planned for 5 months and the signature of contracts with host institutions will take a further 1-2 months. It is foreseen that within each call 30 fellowships will be funded. It is envisaged that the fellowships will start 12 months after the announcement of the calls.

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
									1	2	3	4	2015
								1st call				deadline	
5	6	7	8	9	10	11	12	13	14	15	16	2016	
eligibility check				evaluation completed		ranking list		signature of contracts		start of fellowships planned number of fellowships - 30			
	2nd call			deadline		eligibility check			evaluation completed		ranking list		
								3rd call			deadline		
17	18	19	20	21	22	23	24	25	26	27	28	2017	
signature of contracts			start of fellowships, planned number of fellowships - 30										
eligibility check				evaluation completed		ranking list		signature of contracts		start of fellowships, planned number of fellowships - 30			
29	30	31	32	33	34	35	36	37	38	39	40	2018	
									assessment of the first call				
41	42	43	44	45	46	47	48	49	50	51	52	2019	
			assessment of the second call										
									assessment of the third call				
53	54	55	56	57	58	59	60					2020	
preparing a final report													

Programme management will be based on a clear governance structure which will precisely establish the role and responsibilities of the various participants and take into account the provisions of the contract with the European Commission. It will include the overall management, communication and coordination of the programme, as well as monitoring its progress by supervising the milestones achieved.

Implementation of the programme will be carried out by the POLONEZ Programme Team composed of the employees of various NCN units. The chart below gives information as to which NCN unit is responsible for which package or task within POLONEZ. Packages in bold indicate which unit is leading the package. It is understood, that such unit is involved in all tasks in the package. Red boxes (double framing) indicate key units, the representatives of which are leaders of the 5 work packages described further in this section. Green boxes (triple framing) indicate members of the Supervisory Board.

The POLONEZ Programme Team will be supervised by the following bodies:

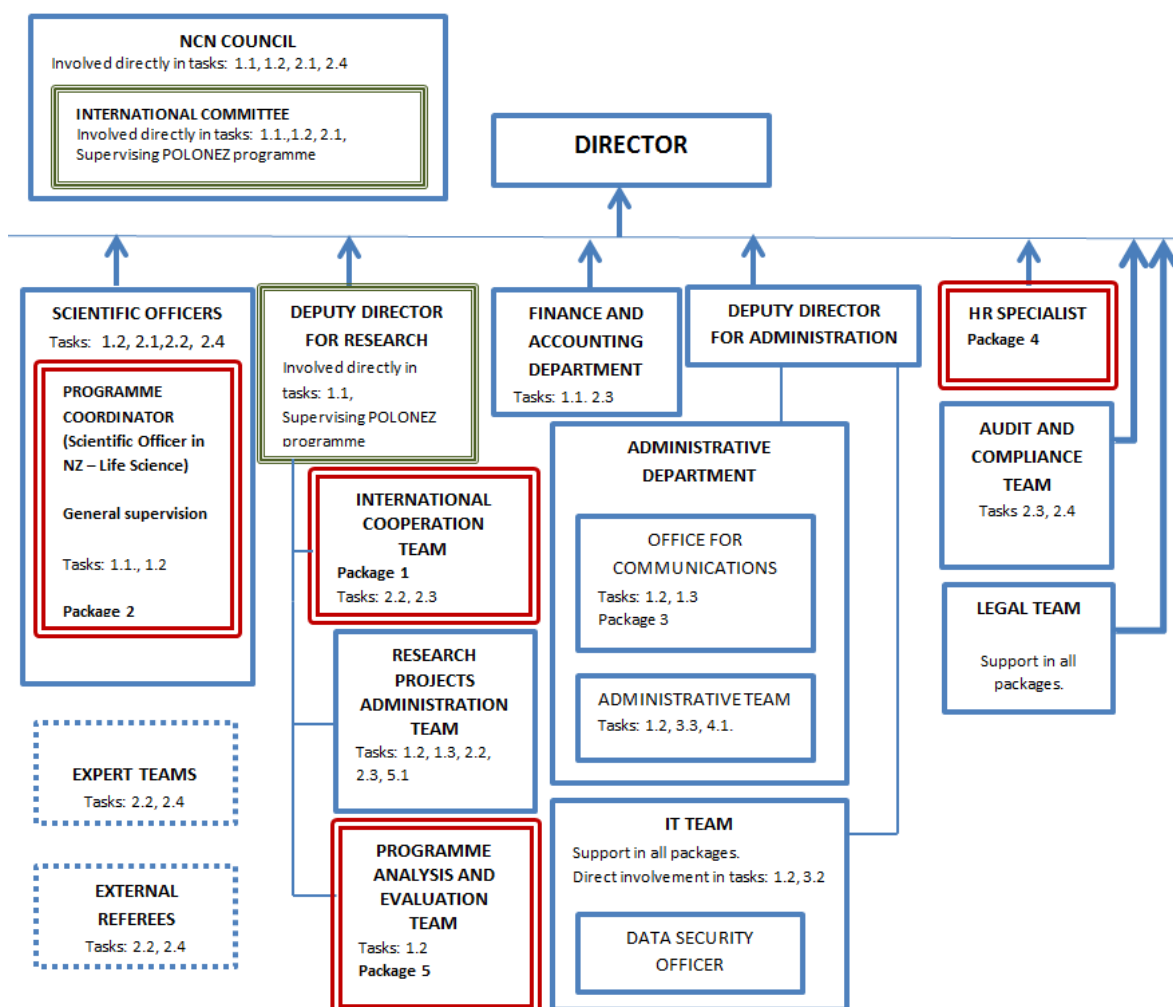
The Coordinator – the POLONEZ Programme Coordinator will be Dr Marcin Liana, one of the NCN Scientific Officers responsible for organising and conducting calls for proposals. The Programme Coordinator will be responsible for strategic decisions and the overall conception. The Coordinator will ensure effective communication among the Programme Team and will supervise the programme's organisational structure and decision-making mechanisms. The Coordinator will assign tasks to the Programme Team which will be responsible for implementation of the POLONEZ programme. The Coordinator will be the head of the Implementation Committee and will also represent the programme to the Commission/REA and externally coordinate the submission of progress reports, oversee the timeliness of the programme, especially with regard to the finalisation of the deliverables, as well as ensure financial

transparency. The Programme Coordinator will also be the work package 2 Leader responsible for the evaluation and selection process within the POLONEZ programme.

The Implementation Committee – the programme will be led by an Implementation Committee which will take decisions concerning management, implementation of tasks and appraise the programme progress at important milestones. It will consist of 5 work package leaders, one of which will be the Programme Coordinator. The Implementation Committee will oversee the success of the programme on a day-to-day basis. It will decide on: coordination, preparation and approval of reports prior to submission to the Commission/REA, all budget-related matters, delegation of tasks within the Programme Team and changes in work-sharing, amendments to the programme plan, the structure and restructuring of the programme, ethical issues.

The Supervisory Board – the Implementation Committee will be assisted by the International Committee of the NCN Council, which, together with the Deputy Director of the NCN, will become the programme Supervisory Board. It will have an advisory role towards the Coordinator in ensuring smooth communication with the NCN Council.

NCN organisation chart with the allocation of tasks in the implementation of POLONEZ programme



POLONEZ management structure is indicative and may be subject to change.

- **Justifications of the estimated programme budget including the requested co-funding contribution**

The POLONEZ programme is a new NCN initiative aimed at supporting international incoming fellowships for developing basic research in Poland. The programme is aimed at experienced researchers. With a budget of €18.166.500 to support 90 experienced scientists, the POLONEZ programme will have a significant impact on increasing transnational mobility.

POLONEZ PROGRAMME - INCOMING EXPERIENCED RESEARCHERS												
Cost category	EU contribution - EUR/PM	NCN budget - EUR/PM	TOTAL EUR/PM	1st call		2nd call		3rd call		TOTAL EU contribution	TOTAL NCN own budget	TOTAL
				PM	COST	PM	COST	PM	COST			
Living allowance	2 625 €	1 425 €	4 050 €	660	2 673 000 €	660	2 673 000 €	660	2 673 000 €	5 197 500 €	2 821 500 €	8 019 000 €
Mobility allowance	0 €	300 €	300 €		198 000 €		198 000 €		198 000 €	0 €	594 000 €	594 000 €
Family allowance	0 €	300 €	300 €	660	198 000 €	660	198 000 €	660	198 000 €	0 €	594 000 €	594 000 €
Research grant (average)	0 €	4 200 €	4 200 €		2 772 000 €		2 772 000 €		2 772 000 €	0 €	8 316 000 €	8 316 000 €
Unit costs	325 €	0 €	325 €		214 500 €		214 500 €		214 500 €	643 500 €	0 €	643 500 €
					6 055 500 €		6 055 500 €		6 055 500 €	5 841 000 €	12 325 500 €	18 166 500 €

The living allowance has been planned in accordance with the recommended person per month (PM) rates proposed for the MSCA Individual Fellowships. A living allowance of €4.050 will be financed both from the EU contribution amounting to €2.625/PM as well as NCN's own sources amounting to €1.425/PM. Additionally €300/PM mobility allowance and €300/PM family allowance will be financed exclusively from NCN's own budget. It is foreseen that 30 fellows will be selected in each call. The fellowships may take 12-24 months according to the individual needs of fellows and the scope of their research proposal. However, the NCN foresees that most applicants will choose the maximum fellowship length so as to be able to fully carry out their research projects. Therefore, the budget was calculated for the maximum length of fellowships – 24 PM – for 25 out of 30 grantees in each call, and for 12 PM for 5 grantees, which totals 660 PM for each call.

Apart from the proposed budget, co-funded by the European Union, the NCN will provide each researcher in the POLONEZ programme the financial means to carry out a research project covered exclusively from the Centre's budget. The budget of each project will be proposed by the applicants. However, based on current experience, we foresee an average of €50.400 per year, which totals €8.316.000 for 75 two-year and 15 one-year projects. Thanks to this grant the fellows may cover all eligible expenses (as specified in 1.1.1).

The unit costs of €325/PM will be used by the NCN to cover the programme management costs as well as the costs of carrying out the training programme for selected fellows as described in part 1.2 and 1.3. The costs of the project management of the host institutions will be covered from the overheads granted by the NCN.

- **Financial management of the programme**

Financial management consists of two main groups of activities:

1. Financial management of the POLONEZ programme including preparation of financial reports according to the requirements of the contract signed with the European Commission. The activities fit into task 1.1, as described above, and will be overseen by the package 1 leader. The work will be carried out by the NCN Finance and Accountancy Department. We would seek to assign to the team responsible for the POLONEZ programme management an employee of the Finance and Accountancy Department, who has previously managed projects financed from EU funds.
2. Financial management of contracts with the host institutions, including collecting and evaluating intermediate and final reports and, if necessary, introducing changes to the contracts. The activities fit into task 2.3, as described above, and will be overseen by the Programme Coordinator who is also package 2 leader. The work will be carried out by the NCN Research Projects Administration Department responsible for monitoring the on-going projects. Qualified Project Officers will be

assigned to the POLONEZ Programme Team for this purpose. Additionally, an employee of the Financial and Accountancy Department will manage financial issues of on-going projects and provide counsel on financial disbursement.

3.2 Appointment conditions of researchers

- **Amounts that will be provided for the benefit of the researcher (e.g. living, mobility, travel and family allowances) and for the organisation that is hosting the researcher (contribution to research costs, training costs, overheads)**

A living allowance of €4.050 will be financed from the EU contribution €2.625/PM and NCN's own sources €1.425/PM. Additionally €300/PM mobility allowance and €300/PM family allowance will be financed exclusively from the NCN's own budget. We should emphasise that fellows will also receive a contribution to research costs (please see eligible expenses specified in 1.1.1), funded exclusively from the NCN budget, of approx. €50.400 per year. This grant may be used for the implementation of research projects including consumables, publications, translations etc. The host institution of the grantee will receive overheads – up to 20% of the total eligible costs (excluding equipment). The NCN is entitled to monitor and control the conditions offered to the fellow by the host institutions. The cost of training offered to the fellows specified in 1.2. and 1.3 will be covered exclusively by the NCN, using unit costs granted by the Commission and the NCN funds.

- **Working conditions, institutional administrative support, and available services/facilities**

One of the most important criteria in the call selection process will be the quality of the host institution as well as the conditions and resources offered to the fellows. The host institution will have to describe, in the application, how it shall provide access to facilities and equipment and other resources necessary to implement the proposed research. The participation of the fellows in activities and their engagement with the staff and research students of the host institutions should be foreseen. This may take the form of participation in seminars and lectures, also outside of their direct research interest, involvement in the organisation of seminars, conferences or other dissemination activities, popularisation of research activities, contribution to grant application processes or training schemes aimed at expanding skills and competencies, etc. The host institution will be also obliged to indicate an academic mentor who will help the fellow integrate with his/her research community.

At the beginning of the stay the host institutions will be obliged to give practical advice regarding accommodation, the research environment of the host institution, access to health services, etc. It will also be the host institution's duty to provide the fellow with assistance in case of difficulties concerning both the scientific and practical aspects of the stay. The host institution should provide a special administrative officer who will be available to offer practical advice to the fellows. The NCN will also run a help desk via telephone and email to solve any problems that may arise.

- **Employment conditions, including statutory working practices, social security coverage and social benefits**

The only form of employment of fellows by the host institutions will be a full-time contract for the entire duration of the implementation of the research project. The full-time employment contract ensures that fellows are guaranteed the same terms of employment as other employees of the host organisation, including social security coverage and social benefits. The working hours and duties should be specified in line with the standard practices of the host institution. The fellows will be offered access to the system of social

insurance in place at the host institutions. The fellows will be also introduced to any regulations concerning health and safety in research.

- **Alignment of working conditions proposed within a regional and/or national and/or sectoral context**

In the proposal selection process, the Centre will evaluate both the excellence and the involvement of the host institution. According to the Commission Recommendation of 11th March 2005 on the European Charter for Researchers and on The Code of Conduct for the Recruitment of Researchers, the host institution should “develop and maintain a supportive research environment and working culture, where individuals and research groups are valued, encouraged and supported, and provided with the necessary material and intangible support to enable them to fulfil their objectives and tasks” (p. 6).

The call documents will specify the obligations of the host institution which should provide the fellows with appropriate equipment, facilities and opportunities, ensure appropriate working conditions, guarantee where appropriate the flexibility essential for successful research performance, and give the opportunity for professional development in ensuring the successful growth of skills and competencies, etc.

3.3 Competence of the participant to implement the programme

- **Overview of the staff responsible for the implementation of the programme, description of the administrative resources, and, if known, a description of the partner organisations contributing/hosting the researchers**

The NCN is a government executive agency set up with the aim of funding research and carrying out calls for proposals. To date the NCN has implemented 1 international-bilateral and 10 national funding schemes dedicated to researchers at different stages of their career. The NCN has already launched 48 calls for proposals, funded 19 648 research projects (including grants financed formerly by the Polish Ministry) and allocated € 727 M for basic research.

The NCN occupies a spacious modern office space with conference rooms facilitating the various meetings of Expert Teams, Council Committees and staff members, as well as meetings of the NCN Council itself. The NCN is equipped with computers, printing facilities and video-conference equipment. The high speed Internet connection and intranet ensure efficient communication internally and externally. The NCN has a dedicated web page which is the primary means of communication with applicants and the scientific community. The NCN collaborates with the Information Processing Institute OPI which operates the Centre’s electronic submission system. OPI is supervised by the Ministry of Science and Higher Education and has a wealth of experience in managing the submission system. Additionally, the majority of NCN staff speak fluent English and are able to work with international visitors.

The NCN employs 110 FTEs, including 15 Scientific Officers, Director and 2 Deputy Directors. Most of the NCN units will be involved in the implementation of the POLONEZ programme.

No.	NCN Department	Main activities within the POLONEZ programme
1	Research Projects Administration Department	performing eligibility checks, preparation of grant agreements, monitoring of on-going POLONEZ projects monitoring of on-going projects
2	NCN Scientific Officers	assisting the organisation and implementation of calls for proposals; evaluation of the impartiality of the peer review process
3	Administrative Team	organising conferences and meetings, organising a call for tender
4	Financial and Accountancy Department	managing financial issues, providing counsel on financial disbursement, drawing up financial reports

5	International Cooperation Team	preparing call documentation, coordination of the application process, carrying out dissemination activities, providing support to applicants, providing effective international communications
6	Office of Programme Analysis and Evaluation	monitoring and assessment of the programme, statistics and evaluations, plans for the future development of the programme
7	NCN Council	Formulating call regulations, dealing with ethics issues, supervision of POLONEZ programme
8.	Legal Office	providing legal advice, preparing legal agreements
9.	IT Office	coordinating data network operations in the electronic submission system, website administration and maintenance
10.	Office of Audit and Compliance	managing and implementing audits and controls; ethics screening
11.	Office of Communications	managing the content of print publications, managing the section on POLONEZ programme on the NCN website, carrying out dissemination activities
12.	HR specialist	supervising the implementation of the training programme for POLONEZ fellows
13.	Data security officer	responsible for data protection issues
14	Deputy Director for Research	supervision of POLONEZ programme

The following NCN employees will lead work packages within the POLONEZ programme:

Anna Plater-Zyberk, Package 1 Leader

Anna is the Head of the International Cooperation Team responsible for overseeing all the activities pertaining to the management of international cooperation and facilitating effective international communications. She is also responsible for recommendations on international programmes brought before the Director and the Council. Anna is a member of the Management Team in the HERA JRP 2 Era-Net. Currently her responsibilities include coordinating NCN participation in the following programmes: HERA JRP 2, NORFACE, JPND.

Dr Marcin Liana, PhD, Programme Coordinator, Package 2 Leader, responsible for overall supervision.

Marcin is a Scientific Officer) in Life Sciences. His responsibilities at the NCN include active participation in the creation of new programmes, organisation and announcement of calls, eligibility checks, organisation of the evaluation process and representation during national and international meetings. He is also the NCN representative in the Infect-ERA and BiodivERsA initiatives where he is in charge of the overall evaluation of the programme. Marcin's scientific background is in molecular neurobiology, ecology and the evolution of terrestrial and marine organisms and the biology of the cell. He received his PhD degree in 2004 at the Department of Comparative Anatomy at Jagiellonian University, Krakow, Poland. As part of his postdoctoral mobility experience, he carried out his research at the University of New Hampshire, Durham, USA (2005-2007) and at Harvard Medical School Boston, USA (2007-2010).

Malwina Jabczuga-Gębalska, Package 3 Leader

Malwina is an International Cooperation Officer responsible for dissemination activities, including call documentation and announcements e.g. for the HERA JRP, ASPERA, NORFACE, JPND, CHIST-ERA calls for proposals, press releases liaising with the NCN Office of Communications and maintaining the English version of the website and brochures.

Package 4 Leader – The NCN will select the Package 4 Leader within the coming months covering the current vacancy in the position of HR specialist.

Michał Kołodziejcki, Package 5 Leader

Michał is the Head of the Programme Analysis and Evaluation Team. His responsibilities include evaluation of calls for proposals launched by the NCN. Michał also analyses the assessment procedure adopted by the NCN and prepares statistics in NCN activities.

- **Application documentation, with particular view to accessibility and usability**

A detailed call description will be posted on the NCN web page according to standard procedures. Open calls are viewable on the right panel of the Centre's home page. A link to the electronic submission system will be provided under the NCN website. The electronic submission is available online and open until the call deadline. The online form contains all the necessary information to create a complete proposal. Each field is accompanied by a detailed description of the required information to be filled in, maximum number of characters and any other necessary information. The drop down list informs one about the different criteria and based on that information the applicant should tick the correct box. The electronic form contains references to legal documents and certain fields should be filled in based on this. The system lists all annexes required to submit a complete application. The system prevents submission of incomplete proposals and informs the candidate when submissions have been successful.

- **Support offered to candidate researchers during application/recruitment/implementation**

The NCN runs a help desk for applicants via e-mail and telephone. The contact details of the NCN staff members responsible for informing potential applicants about call details, solving applicants' problems and dealing with eligibility issues are easily available from the NCN website. The NCN help desk will be available also during the POLONEZ programme implementation phase and will give practical advice to the fellows and help them with planning and organising dissemination events, etc. The latter will also be provided by the NCN Office of Communications.

The NCN staff regularly update the FAQ web page section. The NCN will also provide help for the host institutions by organising information events and offering assistance with the preparation of call applications. The NCN will also build a match-making section of the NCN website which will help to establish new cooperation between potential incoming researchers and host institutions.

The host institutions will be obliged to support fellows during the application and implementation process. They will have to indicate an academic mentor who will facilitate POLONEZ grantees' integration within their research community as well as an administrative officer who can be of help as regards practical issues.

4. Ethics clearance

The NCN acts in compliance with the Personal Data Protection Act of 29 August 1997, privacy and data protection laws and regulations concerning the personal information of individuals which can be collected as well as the storage and use of such information. Adherence to these rules is overseen by the NCN's Data Security Officer.

NCN also follows the ethics principles of Horizon 2020 concerning conflict of interest in the selection of reviewers and ethics issues which may appear in research projects funded by the Centre (please see section 1.1.2: Ethical Issues Management. Compliance with the ethical principles of H2020).

- **Ethical issues management. Compliance with the ethical principles of Horizon 2020**

All the research activities under NCN funding are carried out in compliance with fundamental ethical principles. As ethics issues are very important and sensitive, we have appointed a dedicated Ethics Committee of the NCN Council so we can address any ethical issues that arise on a case-by-case basis. The ethics rules of the NCN are aligned with the ethics principles for H2020, including fundamental ethical principles and areas excluded from funding.

The NCN pays special attention to ethical issues that concern the selection and evaluation process. The transparency of the selection process is crucial for the NCN, therefore, the selection process and criteria are described in the call package and applicants are informed in detail about the strengths and weaknesses of the proposals and receive a justification prepared by both the Expert Teams and External Referees. Also the impartiality and reliability of experts cannot raise any concerns. To avoid conflicts of interest in the selection process, the NCN Council has developed clear regulations, which are specified in the document 'NCN Council and Experts Code of Ethics'. These rules are publicly available on the NCN web page and experts sign a declaration stating that they undertake to comply with the rules.

- ✓ Members of Expert Teams cannot be POLONEZ applicants nor research team members of proposals submitted to the call edition in which they act as experts.
- ✓ External Referees cannot be POLONEZ applicants nor research team members of proposals submitted to the same panel in which they act as reviewers within the same call.
- ✓ Should a reviewer discover any measures which could affect the impartiality and reliability of evaluation, he or she is expected to immediately inform the NCN Coordinator in charge.
- ✓ The reviewer is obliged to disclose any possible CoI and withdraw from the evaluation of the proposal in question.
- ✓ Should a CoI arise, the expert will not take part in the evaluation and is obliged to leave the room during discussions about this proposal.
- ✓ The CoI is taken into account in assigning proposals to both members of the Expert Team and External Referees.

A reviewer will be excluded from the proposal evaluation if he/she:

- ✓ collaborates with the host institution submitting the proposal,
- ✓ was involved in the proposal preparation,
- ✓ may directly benefit from the acceptance or rejection of the proposal,
- ✓ is in close family relations with the applicants or persons representing the host institution
- ✓ was an employee of the host institution submitting the proposal within three years of the call deadline,
- ✓ has been the applicant's supervisor within three years of the call deadline,
- ✓ has co-published with the applicant within three years of the call deadline,
- ✓ envisages another important reason which might influence the reliability and impartiality of the proposal evaluation.

The NCN has procedures in place concerning ethics issues that might appear in an applicant's research. The applicants are obliged to state in a proposal if the research proposed involves ethics issues. Each application must contain a declaration by the fellow concerning ethical issues that appear in the proposal. The declaration contains a statement that according to the applicant's knowledge, the research tasks do not infringe on any third party rights. In the declaration, the applicant also marks if the proposal contains research which requires a clearance from a bioethical commission concerning experiments which involve the human body or mind, experiments on animals, involves preserved species or is carried out in preserved areas; this includes genetically modified organisms or the use of such organisms. If any of the ethics issues

apply to the proposal, the applicants must also indicate the relevant ethic commission permission which is required (see below), provide a description of the ethics issues appearing in the proposal and explain how they might address them.

The POLONEZ programme will follow the Ethics Review Procedure in Horizon 2020. All proposals submitted under POLONEZ calls to the NCN will be required to contain an Ethics Issues Table (EIT). Applicants who flag ethics issues in the Ethics Issues Table have to additionally complete a more in depth Ethics Self-Assessment.

If an Expert Panel assessing the proposal on the first stage of the merit-based evaluation states that ethics issues are evident, but have not yet been acknowledged by the applicant, the proposal will be rejected.

POLONEZ grantees, together with the host institution, whose research contain ethics issues should obtain the consent(s) issued by the relevant national commission. There are five areas of research which require an authorisation from the relevant ethics commission:

1. requiring the approval of the relevant bioethics committee,
2. requiring the approval of the ethics committee for testing on animals,
3. requiring approval in accordance with the regulations on modified organisms,
4. requiring the approval or permission for conducting research using protected species or within protected areas,
5. requiring other permissions in accordance with the rules of good practice in the respective discipline.

A copy of the consent(s) must be sent to the NCN. These documents will be verified by the NCN Audit and Compliance officer.

In interim reports on the POLONEZ programme, the NCN shall provide the Commission/REA with a confirmation that it has received favourable opinions from the relevant ethics commissions and, if applicable, the regulatory approvals of the competent national or local authorities. If required the NCN will provide the Commission/REA with copies of the official approval from the relevant national or local ethics commissions.

The NCN acts in compliance with the Personal Data Protection Act of 29 August 1997, privacy and data protection laws and regulations concerning the personal information of individuals which can be collected as well as the storage and use of such information. Adherence to these rules is overseen by the NCN's Data Security Officer and applicants are obliged to follow these regulations.

All research activities in Horizon 2020 should respect fundamental ethics principles, including those reflected in the Charter of Fundamental Rights of the European Union. These principles include the need to ensure the freedom of research and the need to protect the physical and moral integrity of individuals and the welfare of animals.

Compliance to the ethical principles and legislation explained in Article 34 of the H2020 Marie Curie COFUND core Grant Agreement must be respected.

During the implementation of this programme, REA strongly recommends that the beneficiary refers to the following documents:

Ethics issues table template:

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/ethics/ethics-eit_en.pdf

How to complete your ethics self-assessment:

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/ethics/h2020_hi_ethics-self-assess_en.pdf

ESTIMATED BUDGET FOR THE ACTION (page 1 of 1)

			Estimated eligible ¹ costs (per budget category)			EU contribution				
			A. Costs for researchers		B. Institutional costs	Total costs	Reimbursement rate %	Maximum EU contribution ²	Maximum grant amount ³	
Number of units (person-months) ⁵			A.1 Costs for researchers in programmes implemented by the beneficiary		A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation					
Form of costs ⁴			Unit		Unit					
			Costs per unit ⁵	Total a ⁶	Costs per unit ⁵	Total b ⁶	c=a+b	d	e	f
Employment	1980.00	0.00	5250.00	10395000.00	650.00	1287000.00	11682000.00		5841000.00	5841000.00
Fixed amount fellowship	0.00	0.00	2625.00	0.00	650.00	0.00	0.00		0.00	0.00

(1) See Article 6 for the eligibility conditions.

(2) This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying all the budgeted costs by the reimbursement rate). This theoretical amount is capped by the 'maximum grant amount' (that the Commission/Agency decided to grant for the action) (see Article 5.1).

(3) The 'maximum grant amount' is the maximum grant amount decided by the Commission/Agency. It normally corresponds to the requested grant, but may be lower.

(4) See Article 5 for forms of costs.

(5) See Annex 2a 'Additional information on the estimated budget' for the details on the costs per unit.

(6) Total = costs per unit x number of units (person-months).

print format A4

MODEL ANNEX 4 FOR H2020 MSC-COFUND — MONO

FINANCIAL STATEMENT FOR BENEFICIARY [name] FOR REPORTING PERIOD [reporting period]

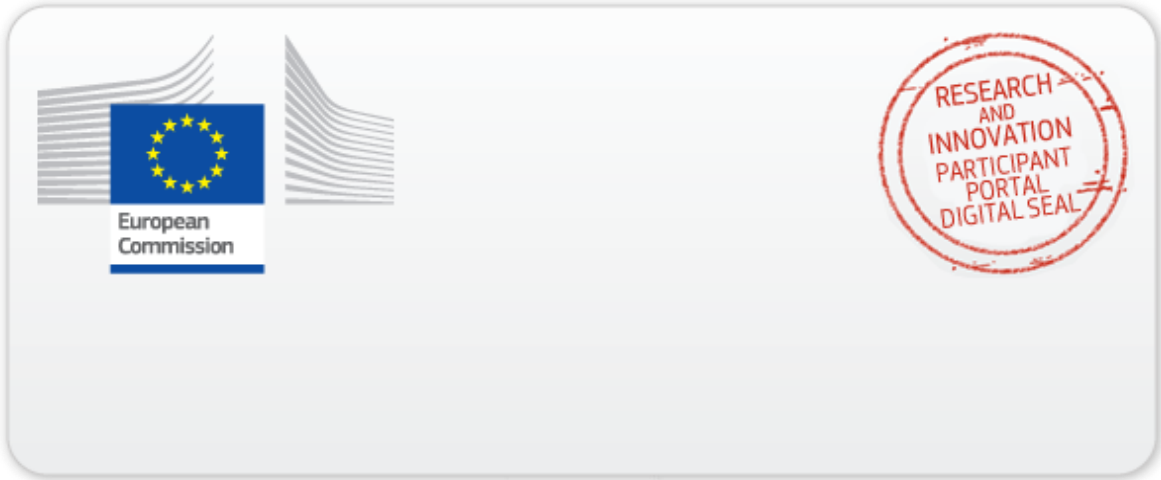
			Eligible ¹ costs (per budget category)			EU contribution				
			A. Costs for researchers (living allowance)		B. Institutional costs	Total costs	Reimbursement rate %	Maximum EU contribution	Requested EU contribution	
Number of units (person-months)	A.1 Costs for researchers in programmes implemented by the beneficiary	A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation	Form of costs ²		Total costs	Reimbursement rate %	Maximum EU contribution	Requested EU contribution		
			Unit	Unit						
			Costs per unit	Total a ³	Costs per unit	Total b ³	c = a+b	d	e	f
Employment										
Fixed amount fellowship										

Checkbox for researchers recruited under an employment contract:	I confirm that the total remuneration costs for each researcher per month are equal to or higher than EUR [] ⁴
Checkbox for researchers recruited under a fixed-amount fellowship agreement	I confirm that the total costs of each fixed-amount fellowship per month are equal to or higher than EUR [] ⁵

The beneficiary hereby confirms that:
 The information provided is complete, reliable and true.
 The costs declared are eligible (see Article 6).
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).

ⓘ Please declare all your person-months, even if you exceed the estimated budget (see Annex 2). Only person-months that were declared in your individual financial statements can be taken into account later on, in order to replace other costs that are found to be ineligible.

¹ See Article 6 for the eligibility conditions
² See Article 5 for the forms of costs
³ Total = Costs per unit x Number of units (person-months)
⁴ DP: 2597,00; FP: 3675,00
⁵ DP: 1298,50; FP: 1837,50



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