

<name\_of\_contracting\_party\_level\_one\_Polish\_language> (contracting party)  
<name\_of\_contracting\_entity\_level\_two\_Polish\_language>  
<academic\_title> <name\_1> <name\_2> <surname> (Principal Investigator (PI))

Contract No. UMO-<Proposal\_Registration\_No.>  
to research project  
No. <Proposal\_registration\_No.>  
titled <Project\_title\_Polish\_language>

I hereby declare that the data provided in the contract is fully compliant with the data entered into the database of the ZSUN/OSF system.

**Contract No. UMO- + <proposal\_registration\_No.>  
for the implementation and funding of the research project,  
which was awarded funding under the call titled "<name\_and\_Call\_No.>"**

concluded at the date of signing by the Director of the National Science Centre in Kraków, by  
and between:

1. **Narodowe Centrum Nauki (National Science Centre) in Kraków**,  
ul. Twardowskiego 16, 30-312 Kraków  
NIP (Tax Identification No.): 6762429638, REGON (Statistical No.): 121361537, hereinafter  
referred to as "NCN",  
represented by the Director of the National Science Centre Zbigniew Błocki, Dr. Habil, Prof.  
hereinafter referred to as the "Director",

partnership they set up:

2. **<name\_of\_contracting\_party\_level\_one\_Polish\_language>**

**Registered office:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

**Address for correspondence:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

**<name\_of\_contracting\_party\_level\_two\_Polish\_language>**

NIP (Tax Identification No.): <NIP (Tax ID) >, REGON (Statistical No.): <regon>  
Statistical No.,

hereinafter referred to as the "Project Promoter"

3. **<name\_of\_contracting\_party\_country\_Poland\_level\_one\_Polish\_language>**

**Registered office:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

**Address for correspondence:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

**<name\_of\_contracting\_party\_level\_two\_Polish\_language>**

NIP (Tax Identification No.): <NIP (Tax ID) >, REGON (Statistical No.): <regon>  
Statistical No.,

hereinafter referred to as the “**Partner**”

[for one or more partners with a registered office in Poland add accordingly]

4. <name\_of\_contracting\_party\_country\_Norway\_level\_one\_English\_language>

**Registered office:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

**Address for correspondence:**

<street>, <postal\_code> <place>, <country> (*of the contracting party*)

<name\_of\_contracting\_party\_level\_two\_English\_language>

hereinafter referred to as the “**Partner**”

[for more than one 1 partner whose registered office is in Norway add accordingly]

which is represented by: (Project Promoter's representation)

<academic\_title> <name\_1> <name\_2> <surname>  
<position>

<academic\_title> <name\_1> <name\_2> <surname>  
<position>

and

5. <academic\_title> <name\_1> <name\_2> <surname>,  
<street>, <postal\_code> <place>, <province>, <country> (*of the Principal Investigator*)  
PESEL (Personal Statistical No.): <Pesel\_No.>,

hereinafter referred to as “Principal Investigator”

pursuant to the decision of the Director of the National Science Centre No. DEC-<Registration  
\_No.> dated <Decision\_date>.

Acting pursuant to:

1. the Act on the National Science Centre of 30 April 2010, hereinafter referred to as “NCN Act”;
2. Act on public finance of 27 August 2009, hereinafter referred to as “PF Act”;
3. Regulation on the implementation of Norwegian Financial Mechanism 2014-2021<sup>1</sup>, hereinafter referred to as “Regulation”, available at: [www.eog.gov.pl](http://www.eog.gov.pl);
4. Guideline for Research Programmes – Rules for the establishment and implementation of programmes falling under the Programme Area “Research” – EEA and Norwegian Financial Mechanism 2014-2021, and any other guidelines adopted by the Norwegian Ministry of Foreign Affairs<sup>2</sup> following consultation with the Beneficiary States available at: [www.eog.gov.pl](http://www.eog.gov.pl);
5. Programme Agreement concluded by and between the Financial Mechanism Committee (hereinafter referred to as the “FMC”) and Norwegian Ministry of Foreign Affairs (hereinafter referred to as the “NMFA”) and the Ministry of Investment and Development, performing the function of the National Focal Point<sup>3</sup> (hereinafter referred to as “NFP”);
6. Programme Implementation Agreements titled Basic Research concluded with the NFP.

The Parties hereby agree as follows:

### **Article 1. Background Information**

1. The contract specifies the terms of implementation, funding and settlement of the research project titled **<Project Title>**, covered by the proposal registered in the ZSUN/OSF system (Integrated System of Services for Science / Funding Flows Service) administered by OPI PBI (Information Processing Centre – National Research Institute) under number **<Proposal Registration No.>** and accepted for funding under the call announced by the NCN “<Call name and No. >”, hereinafter referred to as “the Project”, as well as the Project sustainability commitments that are valid for 5 years after its completion.
2. The Project will be executed by the following entities: **<name of entities that fall into the entity category levels I & II (please specify all departments specified in the proposal for a certain entity country Poland Polish language country Norway English language)>**, acting within partnership framework.
3. For the Project’s implementation the Director allocated funds totalling PLN **<Total cost >** (in words: **<cost in words>**), which is an equivalent in EUR **<total cost EUR>**<sup>4</sup> (in words: **<cost in words EUR>**)
4. The Project’s start date is set by the Parties at the date of the contract signature by the Director, who makes a declaration of will to this extent as the last Party.
5. The Project’s implementation will last **<Project implementation period>** months.

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<sup>1</sup> In the IdeaLab call EEA Financial Mechanism

<sup>2</sup> In the IdeaLab call by the Financial Mechanism Committee

<sup>3</sup> The role of the National Focal Point is played by the Ministry of Funds and Regional Policy (former the Ministry of Investment and Development)

<sup>4</sup> According to the call documents, the value in EUR was determined according to the average National Bank of Poland’s exchange rate prevailing at 17 June 2019, i.e. the day of the call announcement

## **Article 2. Partnership**

1. The Project Promoter being the leader of the partnership:
  - 1) undertakes to exercise due diligence in order to achieve, together with the Project Partner(s), the objectives and results set forth in the Project funding proposal and to implement the full substantive scope of the Project in accordance with the Project funding proposal, this Contract and its appendices; this commitment does not remain in conflict with the content of this Contract, in particular with Art. 7 of the Contract;
  - 2) by virtue of the power of attorney granted, undertakes to represent the partnership in matters related to the implementation of the Contract, and to provide the Project Partner(s) with all information about Contract implementation (in justified cases, the NCN may also provide the Project Partner(s) with information about Project implementation), including the dispatch of copies of the annual reports and the final report, referred to in Art. 8, as soon as they are delivered to the NCN, as well as informing them sufficiently in advance of any changes to the Project that concern them;
  - 3) undertakes to obtain the NCN's consent to make amendments to the partnership agreement concerning replacement of a Partner and the Partner(s) research group leader, indicated in the proposal, where the Partner replacement or the replacement of Principal Investigator has to be done by virtue of an annex to the Contract, and the NCN has to be informed about all other modifications in the partnership agreement within 14 days from the date of its amendment;
  - 4) assures that the partnership agreement contains provisions securing proper implementation of the Project by the Project Partner(s) and the performance of all duties that are necessary for proper implementation of the Contract.
2. The Project Promoter supervises the Project's implementation and the correctness of funds' spending. In connection with the supervision, the Project Promoter may ask the NCN for permission to withhold or interrupt funding in relation to the Partner(s). When asking for the application of any measure, referred to in the preceding sentence vis-a-vis the Partner(s) concerned, the Project Promoter shall refrain from transferring to the Partner/certain Partner the portion of the funds due to him. If the NCN does not express its consent, the Project Promoter shall immediately transfer to the Partner/certain Partner the funds due to him. The provision of Art. 13.3 shall apply accordingly.
3. The language of internal communication for the partnership is English.
4. The partnership agreement details the intellectual property rights of the individual Partners, in adherence to Section. 11 of the *Guideline for Research Programmes – Rules for the establishment and implementation of programmes falling under the Programme Area "Research" – EEA and Norway Grants 2014-2021*.
5. The NCN shall not be liable to the Project Partners for the Project Promoter's default under the Contract.

### Article 3. Terms of implementation

1. The Principal Investigator (PI), Project Promoter and Partner(s) undertake to implement the Project with due diligence pursuant to:
  - 1) applicable national and EU laws, including rules on competition, public procurement and state aid and the protection of personal data;
  - 2) the Legal framework of the Norwegian Financial Mechanism 2014-2021<sup>5</sup>, referred to in Art. 1.5 of the Regulation and NFP's guidelines published in connection with the Programme;
  - 3) the provisions of this Contract with its appendices;
  - 4) information provided in the Project funding proposal, in particular about the *Project Description and Data Management Plan*;
  - 5) principles of good practice in a given scientific field/discipline;
  - 6) required by law or by the good practice rules in a certain field authorisation, consent or favourable opinion, including in particular:
    - a) of a competent committee for bioethics,
    - b) of a competent ethics committee for animal testing,
    - c) issued pursuant to regulations on micro-organisms and genetically modified organisms (GMOs),
    - d) for research on protected species or in protected areas,
    - e) for clinical trials subject to the Act of 6 September 2001 on pharmaceutical law or the Act of 20 May 2010 on medicinal products;
  - 7) rules under the call documents comprising the conditions of the 'GRIEG'<sup>6</sup> call;
  - 8) statements made under the funds allocation procedure;
  - 9) internal regulations applicable to the Project Promoter and the Partner(s) respectively, as long as they are not in conflict with the provisions of this Contract.
2. The Principal Investigator, Project Promoter and Partner(s) are obliged to obtain permissions, consents or positive opinions referred to in Art. 3.1.6 before proceeding with the research tasks, and then attach scans of these documents to the nearest Report submitted at the deadline and under the rules specified in the Contract.
3. The Principal Investigator, Project Promoter and Partner(s) are obliged to provide all documents and information about the Project's implementation upon the request of the NCN or other eligible entity, within the timeframe set forth by them.
4. The NCN is not liable for any damages incurred by third parties arising out of the implementation of this Contract.

### Article 4. Funds allocated to Project implementation

1. For the Project's implementation the Director allocated, by virtue of decision No. **DEC-  
<registration\_proposal\_No.>** dated **<decision\_date>** funds totalling **PLN <total\_cost >**

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<sup>5</sup> In the IdeaLab call EEA Financial Mechanism.

<sup>6</sup> "IdeaLab" under the IdeaLab call

(in words: <cost\_in words >), which is equivalent to <total\_cost\_EURO> euro<sup>7</sup> (in words: <cost\_in words\_EURO> euro).

2. The funds, referred to in Art. 4.1 originate from the following sources and are paid with the following breakdown:
  - 1) 85% of financial contribution in the form of payments made from the budget of European funds (Norwegian Financial Mechanism 2014 – 2021<sup>8</sup>), which represents <financial contribution (accurate to 0.01)> PLN (in words: <financial contribution\_in words> Polish zlotys <the amount in groszys in words> groszys) and
  - 2) 15% of co-financing amount from the appropriated grant, which amounts to <co-financing amount (accurate to 0.01)> PLN (in words: <co-financing amounts in words> Polish zlotys<amount in groszys in words> groszys).
3. The funds earmarked for the Project shall be disbursed in Polish zloty (PLN) up to the amount not exceeding any of the amounts referred to in Art. 4.1, using the European Commission's monthly accounting exchange rate for the euro in the month in which the disbursement was recorded at the NCN and used in the settlement documents of the FMC and the NMFA. The Project Promoter will be notified by the NCN about the occurrence of any of the circumstances listed in the preceding sentence.
4. Funds allocated for the Project's implementation by the Project Promoter and the Partner(s) are specified in Tables with cost estimates of their Project portion included in Appendix No. 4 to the Contract.
5. Expenditures exceeding any of the amounts of the granted funds, referred to in Art. 4.1, including expenditures caused by an increase in the total implementation costs of the Project following the Contract's conclusion, shall be borne by the Project Promoter or Project Partner(s).
6. Indirect costs are settled by a fixed percentage used during the Project implementation, which accounts for 25%<sup>9</sup> of the value of direct eligible costs of the Project, excluding subcontracting costs and costs of resources made available by third parties, which are not used on the premises of the Project Promoter or the Project Partner(s), as well as financial support to third parties.
7. In the event of failure to use or misuse of the Project's direct eligible costs, which are the basis for calculation of indirect costs, they shall be proportionally reduced and reimbursed to the bank accounts referred to in Art. 14.1.

### **Article 5. Costs eligibility**

1. Qualifying of the Project for funding does not imply that ineligible costs can be borne, even if they were envisaged in the Project funding proposal.
2. The eligible costs may be borne only between the effective date of the decision referred to in Art. 4.1 and the last day of the Project's implementation, subject to Art. 5.4 and Art. 5.5, but not later than by 30 April 2024 – eligibility period

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<sup>7</sup> According to the call documents, the value in EUR was determined according to the average National Bank of Poland's exchange rate, prevailing at 17 June 2019, i.e. the day of the call announcement.

<sup>8</sup> In the IdeaLab call EEA Financial Mechanism

<sup>9</sup> This does not apply to the Norwegian research institutes that have wage costs approved by the Research Council of Norway (RCN).

3. Expenditure is considered to have been incurred, when the cost has been paid and the subject matter delivered (in the case of goods) or performed (in the case of services and works). Costs incurred by the Project Promoter and Partner(s) shall be documented by received invoices or possibly accounting documents of equivalent probative value and, in the case of actions implemented under competitive bidding procedures, also on the basis of signed contracts.
4. Costs in respect to which accounting documents have been issued in the final month of eligibility are also deemed to be incurred within the dates of eligibility if the costs are paid within 30 days of the final date for eligibility.
5. With regard to audit costs, referred to in Art. 12, costs under an accounting document issued within 30 days of the last day of cost eligibility are also deemed to have been incurred during the eligibility period, provided that they were paid within 30 days from the last day of cost eligibility.
6. Indirect costs and depreciation of equipment are considered as incurred when they are recorded on the accounts of the Project Promoter or a certain Project Partner(s).
7. The costs incurred under the Project shall meet the following conditions:
  - 1) are proportionate and necessary to implement Project objectives;
  - 2) comply with the Project's budget;
  - 3) are recorded and documented in compliance with the accounting regulations and the accounting policy applied by the Project Promoter or Partner/certain Project Partner;
  - 4) were incurred in compliance with the rational financial management principles, including in particular the most favourable input to output ratio;
  - 5) were incurred in accordance with the legal framework of the Norwegian Financial Mechanism 2014-2021<sup>10</sup>, referred to in Article 1.5 of the Regulation, the NFP guidelines and the call documentation;
  - 6) comply with applicable Community and national law, in particular the Public Procurement Law (if applicable).
8. The Project Promoter and the Project Partner(s) are obliged to have documents confirming the costs incurred for the Project's implementation. Documents should be prepared and kept in compliance with legislation. The original accounting document should be described, indicating the following information: Contract No., the relevant cost category pursuant to Art. 8.3 of the Regulation, the amount of eligible costs taking into account the split of funds on an 85%/15% basis, referred to in Art. 4.2 of the Contract and information about funding under the Norwegian Financial Mechanism 2014-2021<sup>11</sup>.
9. The Project Promoter and Project Partner(s) are obliged to keep separate accounting records of funds in a cost category layout with analytical breakdown division of costs, enabling identification of funds spent on the Project's implementation. If, pursuant to the applicable law, the Project Promoter or Project Partner/Partners is (are) not obliged to keep the above-mentioned records, they are obliged to keep records with an appropriate description under Art. 5.8, allowing for identification of funds spent on the Project's implementation.

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<sup>10</sup> In the IdeaLab call EEA Financial Mechanism

<sup>11</sup> In the IdeaLab call EEA Financial Mechanism



10. Agreements concluded by the Project Promoter or Partner(s) with natural persons not running business activities shall be made in writing under pain of declaring costs related to the agreement ineligible.
11. Where new or second hand equipment is purchased, only the portion of depreciation corresponding to the Project's duration and the rate of actual use for the Project's purposes may be considered eligible expenditure, subject to Art. 5.12.
12. Appendix No. 6 to the Contract specifies the equipment whose total cost of purchasing or manufacturing may be eligible, provided that the Project Promoter or Partner/certain Partner undertake that:
  - 1) during the Project implementation term and for a period of at least five years after the Project's completion, they do not transfer the ownership title to the purchased equipment, and that throughout that period they will be in the possession of and will use the equipment in order to attain the general Project objectives;
  - 2) they will insure adequately the equipment against loss or damage, e.g. due to fire, theft, etc., both during the Project implementation period and for at least five years following the Project's completion; and
  - 3) during the Project implementation period and for at least five years after the Project's completion, allocate appropriate funds to maintain the equipment in the same good condition, allowing it to be used in compliance with the intended purpose and for the purpose for which it was purchased.
13. Costs related to the publication of scientific papers, the so-called processing charges, are eligible only if they are published in open access journals or platforms registered or in the process of being registered in the Directory of Open Access Journal (DOAJ)<sup>12</sup> or Directory of Open Access Books (DOAB)<sup>13</sup>.
14. All exchange rate losses being a result of the difference between the amount of granted funding expressed in euro and the actually incurred Project implementation costs expressed in PLN are ineligible, under Article 8.7(2)(d) of the Regulation.
15. The Project Promoter and Partner(s) undertake to cover ineligible costs, including in particular those specified in Article 8.7(2) of the Regulation, within the Project from their own funds.

#### **Article 6. Terms and method of funds transfer**

1. Funds will be transferred by the NCN to the Project Promoter (and through the Project Promoter to the Partner(s)) via bank transfers to the Project Promoter's bank account, referred to in Appendix No. 3, dedicated to the Project. The Project Promoter is obliged to keep funds in the bank account, referred to in the preceding sentence.
2. Funds will be transferred to the Project Promoter in the form of an advance payment – the first tranche will be disbursed within 30 days from the date of signature of the Contract, and in the form of interim payments – tranches accounting for 50% of the planned annual Project budget, disbursed twice a year under Appendix No. 3 to the Contract.

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<sup>12</sup> Available at: <https://doaj.org/>

<sup>13</sup> Available at: <https://www.doabooks.org/>

3. The Project Promoter transfers to the Partner(s) the due portion of funds pursuant to the Cost Estimate Table for Project parts for the Partner/individual Partners without undue delay, however, not later than within 15 days from the date of receipt of funds by the Project Promoter. The Project Promoter transfers the funds referred to in the preceding sentence to the Partner/certain Partner via bank transfer to the bank account referred to in the partnership agreement.
4. If by 31 December or 30 June respectively, at least 70% of all funds received so far has not been spent, the Project Promoter is obliged to inform the NCN about this fact by submitting an electronic statement to the NCN (by means of e-PUAP portal authorisation). The statement shall be made by 15 January (if the funds have not been spent by 31 December) or 15 July (if the funds have not been spent by 30 June).
5. The NCN withholds the consecutive payment until the Project Promoter submits a statement in an electronic format (via e-PUAP portal authorisation) to the extent that at least 70% of all funds received so far have been spent.
6. If by 31 October the Project Promoter has not submitted the statement, referred to in Art. 6.5, then the Project Promoter is obliged to file, by 15 November at the latest, an annex to the Contract presenting changes in Appendices Nos. 3 and 4.
7. The funds received and not used in a given budget year may be used in the next budget year of the Project's implementation.
8. The funds are disbursed subject to their incorporation into the NCN's financial plan for the financial year and their availability in the relevant accounts of the Ministry of Funds and Regional Policy and the minister competent for public finance.<sup>14</sup> Neither the Project Promoter nor the Partners shall be entitled to compensation in the event of delay or non-payment as a result of:
  - 1) the lack of funds appropriated for the Project's implementation in the NCN's financial plan for a certain financial year;
  - 2) the failure of the Ministry of Funds and Regional Policy or the minister competent for public finance to transfer funds to an appropriate account kept by the BGK bank;
  - 3) failure to perform or misperformance by the Project Promoter of its obligations under the Contract.

#### **Article 7. Effects of implementation of research Project**

1. The Principal Investigator, the Project Promoter and Partner/Partners, taking into account the previous provisions of the Contract, undertake to implement the research Project in a manner that will ensure the achievement of tangible effects assumed in the Project funding proposal, in particular the results provided for in Appendix No. 7.
2. The minimum effect of the research Project's implementation will be the publishing of the results of research carried out under the Project by the publishing house(s) with international coverage, subject to prior evaluation, in accordance with the Project's open access policy. The international coverage of published research results is part of the expert assessment.

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<sup>14</sup> The payment schedule is available at [www.bgk.com.pl](http://www.bgk.com.pl).

3. The economic rights to the publications prepared under the Project may not be assigned to the publishing houses.
4. All publications being effects of Project implementation will be immediately available in open access only and exclusively under the Creative Commons, Attribution license CC-BY.
5. All publications must comply with the programme's open access policy. The obligation to publish in open access is retained in the following cases:
  - 1) publication of works on open access platforms or in open access journals registered or in the process of being registered in the Directory of Open Access Journals (DOAJ)<sup>15</sup>, as well as publications of monographs or chapters in monographs for which metadata must be registered in the Directory of Open Access Books (DOAB)<sup>16</sup> – Gold Open Access;
  - 2) the publication of work, which fulfils all the following conditions:
    - a) the publication was made in a subscription-based journal, but the final published version (Version of Record, VoR) or the Author's Accepted Manuscript (AAM) was made available in an open repository,
    - b) the version referred to under letter a) has been deposited in a repository registered or in the process of being registered in the Directory of Open Access Repositories (DOAR)<sup>17</sup> in parallel with the publication of the work by the publisher (no embargo),
    - c) the Author's Accepted Manuscript or Version of Record deposited in a repository has a unique persistent identifier produced in a generally accepted standard (e.g. DOI, URN, UUID, HANDLE, etc.);
  - 3) publication, until 31 December 2024, in an open access journal based on subscriptions, covered by one of the three forms of transformation agreements<sup>18</sup>. Transformation agreements must be listed in the Efficiency and Standards for Article Charges (ESAC) register<sup>19</sup>.
6. The Project Promoter and the Principal Investigator undertake to present, in the Final Report, the publication, referred to in Art. 7.2 and all works having at least “submitted for publication” status, along with confirmation of their submission, and to include a Popularization description of the results of the research Project, possible graphic material, and also express consent to their publication in the NCN's information materials.
7. Both during and after the Project's completion, the Project Promoter is obliged to place all scientific publications based on Project results in the Open Aire repository<sup>20</sup> and to deliver by e-mail (at the address of the officer assigned in the OSF system) summaries and a persistent identifier generated in a generally accepted standard (e.g. DOI, URN, UUID, HANDLE, etc.) for those publications within 60 days of their publication.
8. The Project Promoter and the Principal Investigator undertake to mark all publications and studies being a result of the research Project in compliance with the promotion rules referred to in Art. 10. Publications which have not been marked in the manner specified in

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<sup>15</sup> Available at: <https://doaj.org/>

<sup>16</sup> Available at: <https://www.doabooks.org/>

<sup>17</sup> Available at: <https://v2.sherpa.ac.uk/opensoar/>

<sup>18</sup> Transformation agreements are: transformation contracts, transformation journals, transformation model

<sup>19</sup> Available at: <https://esac-initiative.org/about/transformative-agreements/agreement-registry/>

<sup>20</sup> Available at: <https://www.openaire.eu/>

the preceding sentence will not be treated as an effect of the research Project implementation and will not be taken into account in Project settlement.

9. Should the NCN identify a risk threatening the attainment of results, specified in Appendix No. 7 to the Contract, by the partnership, the NCN shall be entitled to carry out a monitoring visit at the Project Promoter or Partner/Partners.
10. The NCN shall commission experts to carry out a subject matter assessment of the Project's implementation, including the attainment of effects, referred to herein and the results, referred to in Appendix No. 7.

### **Article 8. Reporting**

1. The Project Promoter submits the following documents to the NCN to enable monitoring and verification of the correct implementation of the Contract (hereinafter referred to as the Report or Reports):
  - 1) The Annual Report in accordance with the template specified in Appendix No. 2a;
  - 2) Final Report in accordance with the template specified in Appendix No. 2a;
  - 3) Project Sustainability Report according to the template in Appendix No. 2b.
2. The Project Promoter submits the Annual Report within 60 days from end of the reporting period. A Detailed Project Description is annexed to the first Annual Report<sup>21</sup>. For Projects, which due to the start date were implemented for fewer than 6 months in the first reporting year, the Project Promoter is not obliged to complete the report concerning Part D of the template attached in Appendix No. 2a.
3. The Project Promoter submits the Final Report within 60 days from the Project completion date.
4. The Project Promoter and Partner/each Partner shall provide, for each reporting period, an individual financial statement drawn up in accordance with the template attached in Appendix No. 2c to the Contract.
5. The first reporting period covers the period from the date of decision, referred to in Art. 4.1 of the Contract becoming final, until the end of the calendar year in which the Project's implementation started.
6. Each subsequent reporting period includes the full calendar year of the Project's implementation.
7. The last reporting period covers the period from the beginning of the last calendar year of the Project's implementation to the Project completion date.
8. The Project Promoter is obliged to maintain the sustainability of the Project for a period of 5 years after its completion. The Project Promoter submits a Project Sustainability Report by 15 January each year starting from the year following the end of the Project. The last Project Sustainability Report is submitted within 60 days from the end of the period referred to in the first sentence.
9. The Project Promoter attaches to the Reports a table of indicators in accordance with the templates attached to Appendices 2d.1 and 2d.2.
10. The NCN monitors the results, compliance and risks of the Project and verifies the Reports

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<sup>21</sup> In the event of the IdeaLab call

and is entitled to request additional explanations or supplementations to the submitted Report from the Project Promoter. The Project Promoter is obliged to provide the information, referred to in the preceding sentence, within 14 days from the receipt of the NCN's request.

11. If the NCN has found errors, deficiencies or inaccuracies in the Reports, submitted by the Project Promoter, or in the appendices to the Reports, the Project Promoter is obliged to rectify them within 14 days of request receipt.
12. During the subject matter evaluation of Annual Reports, special consideration shall be given to:
  - 1) the Project's progress rate against the set targets;
  - 2) compliance of the Project's implementation with the detailed Project description contained in the proposal for funding/first Annual Report<sup>22</sup> and validity of the changes made;
  - 3) the compliance of the detailed Project description included in the first Annual Report with the idea<sup>23</sup>;
  - 4) assessment of the advisability or feasibility of further Project implementation;
  - 5) progress and risks related to achieving results;
  - 6) the legitimacy of the costs incurred in relation to the tasks completed and achieved outcomes.
13. The evaluation of the Annual Report by the NCN may be:
  - 1) positive;
  - 2) positive with the finding of irregularities, in particular resulting in the refund of a portion of the funds pursuant to Art. 14;
  - 3) negativeand comprise justifications or recommendations of the experts on the issues referred to in Art. 8.12.
14. In the event where the Contract's implementation to date indicates that it is impossible to achieve the expected outcomes and objectives of the Project, in particular owing to the occurrence of force majeure, scientific risk or significant and unpredictable change in socio-economic relations, which made the Project's implementation impossible or unsound from the point of view of public interest, the Project Promoter is obliged to immediately submit an application to discontinue the implementation of the Project and to terminate the Contract by mutual agreement of the parties in accordance with Art. 13.1. The inability to achieve the expected Project outcomes and objectives may be also identified as part of the evaluation of the Annual Report or the on-the-spot verification referred to in Art. 11. Under such circumstances the right to submit an application shall be exercised within 14 days of the date of service of the relevant information by the NCN.
15. During the subject matter evaluation of the Final Report, consideration shall be given in particular to:

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<sup>22</sup> In the event of the Idealab call

<sup>23</sup> as above

- 1) the scientific rank of the outcomes obtained during the Project/research implementation, taking into account their innovative nature and impact on the development of the scientific field / discipline;
  - 2) the method of dissemination of the outcomes obtained during the Project/research implementation with particular emphasis on the effects, referred to in Art. 7.2;
  - 3) compliance of the scope of the tasks performed with the Contract;
  - 4) the legitimacy of the costs incurred in relation to the tasks completed and achieved outcomes;
  - 5) the validity of the changes made;
  - 6) the method of managing the data collected, produced and analysed during the Project's implementation and making it available on an open access basis;
  - 7) other specific criteria defined in the call documentation.
16. The assessment of the Final Report carried out by the NCN includes a check of the compliance of the Project with the terms and conditions set forth in the Contract and aims at determining whether the Project can be considered as:
- 1) completed;
  - 2) completed in part or with irregularities detected resulting in the refund of a portion of the funds under Art. 14;
  - 3) not completed in full, with a simultaneous demand for refund of total funds under Art. 14.
17. The approval of any of the Reports, referred to in Art. 8.1, does not affect the probability of occurrence of different findings and results of on-the-spot verifications and audits, referred to in Art. 11 and Art. 12.
18. The implementation of the research tasks planned for execution under this Contract and obtaining negative results cannot represent the sole basis justifying recognition of the Contract to not be completed, however, it does not affect the option of assessing the legitimacy of changes made during the Project's implementation.
19. The Director settles the Contract for the implementation and funding of the research project after the acceptance of the Final Report submitted by the Project Promoter containing the financial statement and following the receipt of a positive subject matter assessment of the Project by the Team of Experts and the Council.

### **Article 9. Public procurement**

1. The Project Promoter and Partner(s) prepare and run the public procurement procedure in a manner that ensures fair competition, equal treatment of contractors, transparency and efficiency.
2. The Project Promoter and Partner(s) commit themselves to comply with the principles of Article 8.15 of the Regulation or *Guidelines of the Minister of Investment and Development on the award of contracts under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021*.

3. In the case of contracts with a value higher than PLN 50 thousand net, the Project Promoter or Partner(s), whose registered office is located in the territory of Poland, awards public contracts in the following manner:
  - 1) in the case where the Project Promoter or Partner are obliged to award public contracts pursuant to Article 3(1) of the Act of 29 January 2004 – The Public Procurement Law, hereinafter referred to as the “PPL Act”, or are obliged to apply the PPL Act on the basis of other legal acts, the provisions of the PPL Act shall apply to the award of public contracts under the Project and in the case of contracts with a value lower than that indicated in Article 4(8) of the PPL Act, *The Guidelines on the award of contracts under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021*;
  - 2) if the Project's Promoter or Partner is an entity other than that referred to in item 1, it awards public procurement contracts in compliance with *The Guidelines on the award of contracts under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021*.
4. If it is necessary to impose a financial adjustment on the Project Promoter or Partner(s) for a breach of public procurement law, the NCN shall apply accordingly the regulation issued under Article 24(13) of the Act of 11 July 2014 on the rules for the implementation of cohesion policy programmes financed under the financial perspective 2014-2020 (Journal of Laws of 2018, item 1431, as amended)

#### **Article 10. Promotion and information**

1. The Project Promoter and Project Partner(s) are obliged to inform the general public about the fact of granting Project funding by the NCN, both during the Project's implementation and after its completion, in accordance with the Information and Communication Plan attached in Appendix No. 8.
2. The Project Promoter and the Project Partner(s) are obliged to apply the principles set forth in Appendix No. 3 to the Regulation – *Information and Communication Requirements for the EEA Financial Mechanism and the Norwegian Financial Mechanism 2014-2021* and the Handbook entitled *Communication and visual identity EEA and Norwegian Grants 2014-2021*.
3. The Project Promoter, upon the request and within the timeframe set forth by the NCN, is obliged to prepare photographic documentation and background information about the Project and its outcomes, which do not have trade secret status within the meaning of the Act of 16 April 1993 on combating unfair competition. This information may be used for information and promotional purposes, including also widely available publications.
4. The Principal Investigator, Project Promoter and Project Partner(s) undertake to post in all scientific publications, which are related to Project outcomes: *The research leading to these results has received funding from the Norwegian Financial Mechanism 2014-2021*<sup>24</sup> and correct Project registration number.

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<sup>24</sup> In the IdeaLab call EEA Financial Mechanism

5. The Project Promoter and Partner(s) undertake to place a logotype and information about funding from the Norwegian Financial Mechanism 2014-2021<sup>25</sup> and the correct Project registration number on the equipment purchased or manufactured under the Project implementation.

#### **Article 11. Verification and storage of documents**

1. Verifications and audits of the Project are carried out in compliance with the provisions of the Contract.
2. The Principal Investigator, Project Promoter and Project Partner(s) undertake to submit themselves to verification and audit under the Contract being implemented, including the documentation referred to in Art. 5.8, conducted by the NCN or other institutions entitled to do so, at any time and at any phase or stage of the Project's implementation and for a period of 5 years from the Project completion date.
3. During the execution of the commitment, referred to in Art. 11.2, the Project Promoter and Project Partner(s) at their own expense:
  - 1) inform the inspectors about all places (sites, rooms) where the Project is implemented and the Project documentation is kept;
  - 2) make available in their registered office (in a single room), upon the request of the controllers, all structured and correctly described documentation related to the implementation of the Project and the Contract, referred to in Art. 5.8 (including also a copy of the above mentioned documentation of the Project Partner), including access to the accounting IT system, as well as to all documents and computer files and all other data carriers related to the financial and technical management of the Project, including all confidential information related to the Project's implementation (if it is necessary to determine the eligibility of costs incurred under the Project, documents not directly related to the Project's implementation should also be made available);
  - 3) provide the controllers with access to all locations and premises, where the Project is implemented, and enable the verification of the equipment purchased, depreciated or manufactured during the Project's implementation;
  - 4) provide during the verification all information or explanations requested by the controllers, as well as documents concerning the Project's implementation, spending of funds, as well as Project outcomes and their use, and ensure, at their own expense, the presence of persons competent to provide information and explanations on spending of funds and other issues related to the Project's implementation;
  - 5) provide the controllers, upon their request, with extracts, statements, hard copies, as well as copies of Project implementation documents, and ensure the presence of a person who will be authorized during the verification to certify that they are true copies of the original documents.
4. The verifications on the Project implementation site are carried out on the basis of a personal authorization to carry out the on-the-spot verification. Detailed rules of the NCN's on-the-spot verifications of the Project's implementation are regulated in the Order No. 83/2019 of the Director of the National Science NCN.

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<sup>25</sup> In the Call under EEA IdeaLab Financial Mechanism



5. During the verification, the controllers are entitled to record the course of the verification activities by taking a photograph, film or sound recording – to the extent consistent with the subject of the verification – after informing the controlled entity in advance.
6. Non-performance or improper performance of any of the obligations referred to in Art. 11.3 by the Project Promoter or the Project Partner is treated as making it difficult or impossible to carry out the verification.
7. In the case of monitoring carried out by the National Focal Point (NFP), the NFP prepares, in writing, and hands over within 15 business days from the monitoring completion date, a report on the monitoring carried out, containing, *inter alia*, recommendations along with their implementation deadlines set forth for the Project Promoter or the Project Partner.
8. The Project Promoter or the Project Partner may present their positions or objections in writing with reference to the monitoring report, referred to in Art. 11.7, within 10 business days from the date of its receipt. In the absence of objections, the Project Promoter or Project Partner is obliged to send back the signed report within 10 business days from the date of its receipt.
9. If the Project Promoter or the Project Partner raises objections to the content of the monitoring report, the NFP shall consider the raised objections within 10 working days from the date of receiving the objections. If any reservations are accepted, the NFP shall provide the Project Promoter or the Project Partner with a corrected report taking into account the comments accepted. In the absence of further objections, the Project Promoter or Project Partner is obliged to send back to the NFP a signed corrected monitoring report within 10 business days from the date of its receipt.
10. If the objections are not taken into account, the NFP provides the Project Promoter or the Project Partner with a written statement with a rationale for the refusal to take into account the objections.
11. In the event of refusal to sign the report or corrected monitoring report, the Project Promoter or the Project Partner are obliged to provide a written rationale for the refusal to sign the document along with one copy of the non-signed report, within 10 business days from the date of its receipt or receipt of the written position, referred to in Art. 11.10. The refusal to sign the report or the corrected report from the carried out monitoring does not put a halt to the implementation of the recommendations by the Project Promoter or the Project Partner.
12. The NFP is authorised to check the implementation of the recommendations specified in the monitoring report.
13. In the event of any reservations as to the correctness of the expenditure incurred or the manner in which the Contract has been implemented, the NCN shall inform the Project Promoter thereof and shall be entitled to withhold disbursement of funds until the reservations have been finally resolved.
14. Where irregularities are found during a verification of the correctness of costs incurred, the NCN or the institution authorised by the NCN or another institution entitled to carry out verifications under separate legislation may carry out a verification to re-check the cost eligibility and the correctness of the Contract's implementation.
15. During the on-the-spot verification of the Project, the NCN or another institution entitled to carry out the inspection on the basis of separate regulations may check whether the Project Promoter or the Project Partner has acquired the right to reduce the amount of Value Added Tax (VAT) by input VAT.

16. During the on-the-spot verification, the institution authorised to carry out verifications may verify the correct application of the flat-rate in accordance with the limit of the costs covered by the flat-rate.
17. In the event that the NCN becomes aware of a suspicion of irregularities in the Project's implementation or other significant deficiencies on the part of the Project Promoter or Partner, the NCN or another authorized institution may carry out an ad hoc verification without informing them. An ad hoc verification may also be necessitated by facts or events that have occurred and require urgent investigation.
18. The Project Promoter or the Project Partner is obliged to provide the NCN with copies of verification information and recommendations or other equivalent documents drawn up by the verification bodies, if the results of the verification apply to the Project, within 7 days from the date of receiving these documents.
19. The Project Promoter and the Project Partner(s) are obliged to store, in a manner ensuring proper information security, all data related to the Project's implementation, especially documentation related to financial and technical management, contracting procedures applying to the contracts with contractors, not less than for 5 years from the date of the Project's settlement<sup>26</sup>.
20. The time limit referred to in Art. 11.19 shall be a minimum timeframe. The NCN may extend the period for which the Project Promoter and the Project Partner(s) are obliged to keep the Project implementation documents, and it shall inform the Project Promoter about this fact.
21. If the Project Promoter or Project Partner has suspended or ceased activities by the time limit by which they are obliged to store documents, the Project Promoter undertakes to notify the NCN forthwith in writing about the place of documents archiving related to the implemented Project.
22. The Project Promoter agrees to give access to government administration bodies or entities authorized by them, to all information about the Project's implementation, including the funding proposal, its reviews, the Contract, Reports and other documents concerning the implemented Project for the purposes related to the activities of these bodies or entities.

## **Article 12. Project Audit**

1. The Project, where the value of the granted funding exceeds PLN 2 million, is subject to an obligatory external audit in the part implemented by the Project Promoter and Project Partners, whose registered offices are located in the territory of Poland.
2. The audit is an eligible cost if it covers all expenditures related to the Project implementation, expenditures of the Project Promoter and Partner/Partners, whose registered offices are located in the territory of Poland and is carried out pursuant to the Regulation No. 13/2020 of the Director of the National Science Centre.
3. The Project Promoter forwards the audit report to the NCN along with the Final Report. The Project Promoter and the Project Partner(s) are required to follow the audit recommendations and incorporate them into the Final Report.

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<sup>26</sup> In connection with the wording of Article 12 of Regulation No. 651/2014, with regard to the Projects under which state aid is granted, it is recommended to keep the Project documentation for 10 years from the date of granting the last aid tranche under the aid programme, in case of necessity to make the documentation available to the institutions other than the NCN authorised to audit the state aid granted.

4. The audit report, referred to in Art. 12.3, shall be kept by the Project Promoter for the period referred to in Art. 11.19 of the Contract and will be made available to the NCN upon any request.
5. The audit report, referred to in Art. 12.3 constitutes proof of expenditure under the Project, if the audit meets the requirements set forth in Art. 12.2.
6. The entity carrying out the audit is appointed by the Project Promoter following the principles referred to in Art. 9 of the Contract, and has to ensure that the audit is carried out by an auditor who meets the requirements set forth in Art. 286 of the PF Act. The entity carrying out the audit or the auditor may not be an entity or auditor dependent on the audited entity or an entity or auditor auditing the financial statements of the audited entity in the period of 3 years preceding the audit.
7. Subject to Art. 12.11, the NCN verifies the expenditures incurred, covered by the Final Report, referred to in Art. 8.1.2 of the Contract, on the basis of proof of expenditure, in the form of certificates from an independent auditor certifying that the reported costs were incurred in compliance with *The Guidelines on the award of contracts under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021*, the legal framework of the Norwegian Financial Mechanism 2014-2021<sup>27</sup>, referred to in Article 1.5 of the Regulation, domestic legislation and relevant domestic accounting practices<sup>28</sup>.
8. The auditor, referred to in Art. 12.7, must be qualified to carry out statutory audits of accounting documents.
9. A certificate issued by a competent and independent public officer recognised by the relevant national authorities as having the budget and the financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the reported costs were incurred in accordance with the legal framework of the Norwegian Financial Mechanism 2014-2021 referred to in Article 1.5 of the Regulation<sup>29</sup>, domestic law, NFP guidelines and relevant national accounting practices are also accepted as sufficient proof of expenditure.
10. The certificates referred to in Art. 12.7 and Art. 12.9 should cover all expenditures incurred under the Project by the Project Promoter or Partner.
11. If an audit, referred to in Art. 12.1 has been carried out under the Project, the audit report is considered as sufficient proof of expenditure incurred by the Project Promoter and Polish Project Partners.

### **Article 13. Procedure and conditions for Contract termination and suspension of funding**

1. The Contract may be terminated by mutual agreement of the Parties upon the request, referred to in Art. 8.14, drawn up by the Project Promoter (acting on behalf of the entire partnership) and the Principal Investigator.
2. The NCN may suspend funding or terminate the Contract unilaterally with immediate effect, stating its rationale, including in particular under the following circumstances:

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<sup>27</sup> In the IdeaLab call EEA Financial Mechanism

<sup>28</sup> If the total grant from the programme to the respective Project Promoter or Partner is less than 325 000 euro, no proof of expenditure shall be submitted.

<sup>29</sup> In the IdeaLab call EEA Financial Mechanism

- 1) the Project Promoter or Project Partner refuses to submit himself to a verification or makes it difficult to carry out the verification or fails to implement the post-verification recommendations within the specified timeframe;
- 2) the Project Promoter or Project Partner has made legal and organizational changes in its status that undermine the Contract's implementation or may have a negative impact on the Project's implementation or the achievement of Project aims;
- 3) the Project Promoter did not submit the Annual Report or the Project Sustainability Report within the set deadline;
- 4) the Project Promoter did not correct the Report with deficiencies or errors within the set timeframe;
- 5) the Project Promoter or Project Partner failed to submit information or explanations on the Project's implementation;
- 6) the Project Promoter or Project Partner does not promote the Project in the manner set forth in the Contract;
- 7) the Annual Report was evaluated negatively;
- 8) as a result of the experts' assessment, it has been established that there is no progress in the Project's implementation or that its implementation is taking place in a manner that makes it possible to make reasonable assumptions that the Project will not be executed or its effects will not be achieved;
- 9) as a result of the experts' assessment, it was established that further Project implementation by the Project Promoter or the Project Partner is impossible or groundless;
- 10) the Project will lose its bilateral or international nature, in particular if one or more Partners has withdrawn from its implementation;
- 11) force majeure has occurred, which has or may have a negative impact on the Project's implementation or Project aims attainment.
- 12) the Project Promoter or the Project Partner has not started the actual implementation of the Project for a period longer than 3 months from the Project implementation start date set forth in the Contract;
- 13) the Project Promoter or the Project Partner performs the Project in gross violation of the Contract or in gross violation of the law;
- 14) within the set timeframe the Project Promoter has failed to submit the Final Report, proof of expenditure or failed to have the Project audited pursuant to Art. 12 of the Contract;
- 15) in order to obtain funding or in the Project implementation phase or within 5 years from the Project implementation completion date, the Project Promoter or the Project Partner presented false statements or documents in breach of the actual status;
- 16) the Project Promoter or Project Partner committed irregularities and failed to remove their root causes and effects within the timeframe set forth by the entity performing the verification;
- 17) the Project effect, referred to in Art. 7.2 of the Contract, was not achieved by 30 June 2024 at the latest;

- 18) the Project Promoter or the Project Partner has used the funding in breach of the Contract;
  - 19) the Project Promoter or the Project Partner has discontinued its activities, liquidation, restructuring or bankruptcy proceedings have been instigated against it or it remains in receivership, which has or may have a negative impact on the Project's implementation or the attainment of the Project aims;
  - 20) the Project Promoter or the Project Partner is under an obligation to refund the aid under a European Commission decision;
  - 21) the Project Promoter or Project Partner(s), whose registered office is located on the territory of Poland, have been excluded from the possibility of receiving European funds on the basis of Art. 207.4 of the PF Act or have been entered into the register referred to in Art. 210 of the PF Act;
  - 22) a valid court decision has been issued, against the Project Promoter or Project Partner(s) whose registered office is located in Poland and a prohibition was issued, referred to in Article 12.1 of the Act of 15 June 2012 on the effects of delegating work to foreigners staying within the territory of the Republic of Poland in breach of the regulations;
  - 23) the Project Promoter or Project Partner(s) has committed irregularities in the implementation of any action under programmes co-financed by European funds, including those financed by the European Union or countries that are members of the European Free Trade Association (EFTA);
  - 24) the Project Promoter or Project Partner(s), whose registered office is located in the territory of Poland, was forbidden to access the funds pursuant to Article 9(1)(2a) of the Act of 28 October 2002 on the responsibility of collective entities;
  - 25) the Project Promoter did not inform the NCN about the change in the partnership agreement within 14 days from the introduction of changes to it, or without the consent of the NCN there has been an actual change of Partner or the Partner(s) research group leader, indicated in the proposal or Principal Investigator;
  - 26) NFP, FMC or NMFA have suspended disbursements under the Programme or will terminate the Programme Agreement.
3. In the event of funding suspension, until the case has been clarified, the Project Promoter is obliged not to disburse the funds granted under this Contract, possible further implementation can only take place with the involvement of funds of the Project Promoter or Partner(s).
  4. In the event of termination of the Contract under the procedure referred to in Art. 13.1, the Project Promoter is obliged:
    - 1) to refund forthwith to the accounts referred to in Art. 14.1 funds not used for the Project's implementation together with bank interest and submit to the NCN the Final Report along with an application for settlement of costs incurred during Project implementation, within 30 days from the date of delivery by the NCN to the Project Promoter of the letter of acceptance of the application, referred to in Art. 8.14; or
    - 2) to refund to the accounts referred to in Art. 14.1 the full amount of funding granted along with bank interest and interest determined in the same manner as for tax arrears calculated from the date of funds transferring to the Project Promoter's bank

account until the date of their refund, however, not later than by the date of filing the application referred to in Art. 8.14.

5. In the event of the Contract's termination following the procedure referred to in Art. 13.2, the Project Promoter is obliged to refund within 14 days from the date of delivery of the demand for payment to the accounts referred to in Art. 14.1 the total amount of funding received along with bank interest and interest in the amount determined in the same manner as for tax arrears, calculated from the date of transferring the funds to the Project Promoter's bank account until the date of the funds' refund.
6. If the Contract has been terminated following the procedure referred to in Art. 13.2, neither the Project Promoter nor Project Partner(s) are entitled to any compensation.
7. The Contract's termination does not release the Project Promoter from the obligation to keep the Project implementation documents and make them available upon the NCN's request.
8. The Project Promoter or Project Partner will not be liable to the NCN or be deemed to be in breach of the Contract for failure to perform or misperformance of its obligations under the Contract, to the extent that such failure or misperformance is solely due to force majeure.
9. The Project Promoter or Project Partner is obliged to immediately inform the NCN about the fact of force majeure, make these circumstances plausible by presenting documentation confirming the occurrence of an event having the characteristics of force majeure and indicate the impact of the event on the Project's implementation progress.

#### **Article 14. Funds refund and recovery<sup>30</sup>**

1. A portion of funding not used by the Project Promoter or Project Partner(s), once the Project has been completed, is subject to refund together with the accrued interest, referred to in Art. 14.2 within 30 days from the date of the Project's completion, broken down by project:
  - 1) 85% of the total amount to be transferred to the bank account No. 82 1130 0007 0020 0660 2620 0010, kept by BGK to handle the financial contribution from European funds;
  - 2) 15% of the total amount to be transferred to the bank account No. 73 1130 1017 0020 0846 9720 0012, kept by BGK to handle the domestic co-financingif the refund is not made in time, the NCN will be entitled to claim the refund following the terms and conditions set forth in this paragraph.
2. The sum of bank interest accrued on the amount of funding transferred for the Project's implementation is shown by the Project Promoter in the Final Report and is refunded following the principles specified in Art. 14.1.
3. If, in connection with the implementation of this Contract, including in particular on the basis of the verification activities of the authorized bodies or as a result of the Report evaluation, it has been found out that there are funds:
  - 1) that have been misused;

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<sup>30</sup> Not applicable to Projects where the Project Promoter is a State budget unit. In the case of a beneficiary being a state budgetary unit within the meaning of the Public Finance Act, the amounts of financial corrections imposed on the Project are considered ineligible expenditure.

- 2) that have been used in breach of the procedures referred to in Art. 184 of the PF Act;  
or
- 3) taken unduly or in an excessive amount,

the NCN sends a demand note to the Project Promoter to refund all or part of the funds, along with accrued interest at the rate specified for tax arrears, calculated from the date of the funds' transfer to the Project Promoter's bank account until the date of the funds' refund, or to agree to the reduction of the next outstanding payment, by deducting the amount to be refunded pursuant to the Art. 207 of the PF Act.

4. The Project Promoter shall refund the funds referred to in Art. 14.3 along with interest, upon written request of the NCN, within 14 days from the date of delivery of the demand for payment, by transferring funds to the bank accounts referred to in Art. 14.1.
5. Refunds of funds include in the title of the transfer the data range in accordance with Article 13 of the Regulation of the Minister of Finance of 21 December 2012 on payments under programmes co-financed by European funds and the provision of information on such payments (Journal of Laws of 2018, item 1011).
6. Should the Project Promoter fail to refund funds pursuant to Art. 14.4, the NCN, following the procedure laid down in the Act of 14 June 1960 Code of Administrative Procedure (Journal of Laws of 2020, item 256), issues a decision, referred to in Article 207.9 of the PF Act. The Project Promoter is entitled to appeal against the above mentioned decision to the National Focal Point (NFP).
7. The decision referred to in Art. 14.6 is not issued if the Project Promoter has refund the funds before it was issued.
8. If the funds have not been reimbursed within 14 days from the date of expiry of the deadline for return specified in the final decision referred to in Art. 14.6, the Project Promoter shall be excluded from receiving the funds in accordance with Article 207(4)(3) of the PF Act, subject to Article 207(7) of the PF Act.
9. Following the reasonable request of the Project Promoter, it is permitted to postpone the date of repayment of the debt subject to refund, spread it over instalments or write-off the debt under relevant legislation, in particular Article 64 of the PF Act.
10. The Project Promoter undertakes to cover the documented costs of debt collection activities undertaken against him, as long as this is not in breach of the provisions of common law.

#### **Article 15. Procedure and scope of amendments to the Contract**

1. The parties may amend the Contract by means of concordant declarations of will filed electronically, referred to in Art. 16.3, otherwise it shall be null and void, subject to Art. 15.2-5.
2. The change of numbering of bank accounts does not require any amendment to the Contract, but only informing the other party electronically about the amendment within 7 days, otherwise being null and void. The NCN is entitled to withhold any payments to the Project Promoter until additional confirmation by e-mail of the change of bank account by the Project Promoter.
3. The change of essential data provided in the Contract does not require an amendment to the Contract, e.g.: assignment of a Personal Statistical No. (PESEL) to the Principal

Investigator, changing his/her name and address, changing the name of the Entity, its address, REGON Statistical No. and Tax ID (NIP) No., but the Principal Investigator or Project Promoter are obliged to notify the NCN about the changes electronically, within 7 days, under pain of the fact that all activities performed by the NCN using outdated data will be effective towards the Principal Investigator and the Project Promoter.

4. No amendment to the Contract is required, if partnership agreement has been modified, which does not affect the obligations of the Project Promoter or Partners under the Contract or does not affect the correct performance of the Contract, subject to Art. 15.6.
5. An amendment concerned with:
  - 1) the transfer of funds between the budget breakdown items specified in the Appendix No. 4 up to 15% of the total eligible costs of the Project Promoter or Partner/each of the Partners, but not more than PLN 100,000, provided that the indirect costs are settled by means of percentage rate, referred to in Art. 4.6 and that the subcontracting costs represent a subcategory of other costs;
  - 2) the transfer of received unspent funds between subsequent financial years, subject to Art. 6.6;
  - 3) subject matter changes made by the Principal Investigator, which do not affect the attainment of effects of the research Project implementation, set forth in Art. 7;
  - 4) the project team's composition, subject to Art. 2.1.3 of the Contract and the amount of remuneration of the Project contractors;
  - 5) equipment and subcontracting costs, referred to in Appendices Nos. 5 and 6 to the Contract resulting from the application of the rules on public procurement contract award, set forth in Art. 9;
  - 6) the Project costs in the 'Other' category, excluding subcontracting costs to the extent other than point 5)

does not require an amendment to the Contract, but requires its communication to the NCN in the next Report at the latest and during the Project's verification, subject to Art. 15.6 and Art. 15.7.

6. Amendments to the Contract by virtue of an annex require in particular:
  - 1) a change in the legal and organisational status of the Project Promoter or Project Partner;
  - 2) change of the Project Promoter or Principal Investigator, change or resignation of Project Partner;
  - 3) shortening or lengthening of the Project implementation period;
  - 4) transfer of funds between the Tables with the budget breakdown of Project parts of individual partnership members;
  - 5) amendment to Appendices Nos. 5 and 6 to the Contract, subject to Art. 15.5.1, Art. 15.5.5 and Art. 15.5.6;
  - 6) change of the scope of the Project resulting in a reduction of the amount of allocated funds;
  - 7) amendment to Appendices Nos. 3 and 4, including in particular the amendment referred to in Art. 6.6.



7. Such an amendment to the Contract in relation to the content of the proposal is not permissible, which would result in failure to grant funding to the Project, at the time when the Project was subject to evaluation under the project selection procedure.
8. If it is necessary to make changes in the Project, which have to be done through an annex to the Contract, the Project Promoter is obliged to submit to the NCN an application for acceptance of the changes together with the scope of the changes and their rationale, as well as a draft annex, saved in .pdf format and signed with a qualified signature in the PAdES standard by the person(s) representing the Project Promoter and the Principal Investigator, within a maximum of 14 days from the date of occurrence of the reason justifying the change, however, not later than 3 months before the Project completion date.
9. The NCN is entitled to request from the Project Promoter additional explanations and supplements to the submitted Project change request. The Project Promoter is obliged to provide the above information within 14 days from the date of receiving the NCN's request.

#### **Article 16. Parties Communication**

1. The Parties foresee that communication concerning making current arrangements for performance of the Contract will be done via e-mail<sup>31</sup>.
2. Subject to the exceptions provided for in the Contract, all statements, requests and information submitted by the Parties under this Contract shall be sent electronically (through the NCN's Electronic Delivery Box) or in writing at the NCN's request.
3. Pursuant to this Contract, in order to maintain the electronic format, it is necessary to submit a declaration of will in an electronic format and affixing the declaration with a qualified electronic signature (PAdES standard).
4. Statements, requests, notifications and information will be deemed to have been delivered upon receipt of the registered letter, receipt of the courier service, authorisation via e-PUAP portal or confirmation of receipt of the correspondence by the e-mail recipient.
5. All correspondence related to the performance of the Contract should bear the Contract Ref. No.

#### **Article 17. Final Provisions**

1. Any doubts arising during the Project's execution and related to the interpretation of the Contract will be settled first of all through negotiations between the Parties. If there are reasons to terminate the Contract immediately, negotiations may be abandoned.
2. If the Parties fail to strike a consensus, the disputes will be settled by a common court of law, having jurisdiction over the registered office of the NCN.
3. In the event of any discrepancy between the Contract and the legal framework of the Norwegian Financial Mechanism 2014-2021<sup>32</sup> as defined in Article 1.5 of the Regulation, the latter will apply.
4. The rights and obligations of the parties and claims against the NCN under this Contract may not be transferred to third parties without the consent of the NCN.

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<sup>31</sup> A proof of e-mail delivery is a return report, confirming the delivery of the message to the addressee.

<sup>32</sup> In the IdeaLab call EEA Financial Mechanism

5. For evaluation purposes the Project Promoter and the Project Partner(s) during the Project implementation period and within 5 years from the Project implementation completion date are obliged to cooperate with the NCN or with an institution authorized by the NCN, including in particular:
  - 1) providing information about the completed Project;
  - 2) participating in surveys, interviews and to provide information necessary for evaluation.
6. The Contract drawn up in electronic form is provided to: the NCN, the Project Promoter and the Principal Investigator.
7. The following shall form an integral part hereof:

<b>Appendix No. 1</b>	Project Schedule
<b>Appendix No. 2a</b>	Scope of data required in the Annual/Final Report
<b>Appendix No. 2b</b>	Scope of data required in the Project Sustainability Report
<b>Appendix No. 2c</b>	Individual Financial Statement
<b>Appendix No. 2d</b>	Indicator tables that have to be attached to the reports
<b>Appendix No. 3</b>	Budget breakdown of the Project
<b>Appendix No. 4</b>	Tables with the budget breakdown of Project parts of the Project Promoter and of Partner/Partners
<b>Appendix No. 5</b>	Subcontracting and the costs of resources made available by third parties, which are not used on the premises of the Project Promoter or Project Partner(s), as well as financial support to third parties
<b>Appendix No. 6</b>	Equipment the cost of which is financed from Project funds
<b>Appendix No. 7</b>	Project indicator table
<b>Appendix No. 8</b>	Project information and communication plan

**Appendix No. 1. Project Schedule to the Contract No. UMO-<Proposal\_Registration\_No.>**

<table\_of the schedule \_Polish\_language>

## Appendix No. 2a. Scope of data required in the Annual/Final Report

ANNUAL/FINAL REPORT <sup>1</sup> ON RESEARCH PROJECT IMPLEMENTATION	
NATIONAL SCIENCE CENTRE	
The Report covers the period from ..... to <sup>2</sup> ...	
BASIC INFORMATION	
<b>A. DATA OF THE PROJECT IMPLEMENTING ENTITY:</b> name of the entity, address, telephone/fax number, e-mail, www, ePUAP address, Tax ID (NIP) No., REGON Statistical No., Head of the entity (name, surname, title, position). <i>Description of implemented changes<sup>3</sup></i>	
<b>B. PRINCIPAL INVESTIGATOR'S DATA:</b> title/degree, first and last name, telephone number, e-mail, gender, nationality (country). <i>Description of implemented changes<sup>3</sup></i>	
<b>C. PROJECT INFORMATION:</b> title (Polish), title (English), registration number, contract number, contract amount, project implementation period (number of months), start date (YYYY-MM-DD), completion date (YYYY-MM-DD), keywords, auxiliary identifying terms (in accordance with the research project funding proposal). <i>Description of implemented changes<sup>3</sup></i>	
INFORMATION ON COMPLETED TASKS AND COSTS INCURRED	
<b>D. SUBJECT MATTER REPORT ANNUAL REPORT</b> <i>The subject matter report should be attached in a PDF file with maximum 10 A4 pages. Please provide:</i> <i>I. Information about the project implementation progress: 1. a description of the work carried out by the partnership and an outline of the work progress in relation to the project, including milestones and deliverables specified in the Project Contract; 2. rationale explaining the difference between the work to be carried out under the Project Contract and the actual work performed;</i> <i>II. Performance indicators: 1. Listing the actual indicators in the indicator table; 2. description of the risks in the execution of the indicators and actions taken to minimise the risks. The indicators and description should be prepared in accordance with the template attached in Appendix No. 2d.1 to the Contract.</i> <i>The table of indicators should be attached in an editable version in the file in Excel format in accordance with the template attached in Appendix No. 2d.2 to the Contract.</i> <i>For the first annual report in the IdeaLab Call, a detailed description of the project in a PDF file with a maximum of 15 A4 pages: 1. scientific objective of the project (description of the problem to be solved, research questions or hypotheses); 2. significance of the project (current state of knowledge, justification of the research problem, justification of the innovative character of research, significance of the project results for the development of a given field and scientific discipline); 3. concept and plan of research (general plan of research, detailed research objectives, results of preliminary research, risk analysis); 4. research methodology (method of research implementation, research methods, techniques and tools, methods of analysis and development of results, equipment and apparatus used in the research); 5. a list of literature concerning the project issues (a list of literature presenting the items included in the project description, containing full bibliographic data).</i>	
<b>D. SUBJECT MATTER REPORT FINAL REPORT<sup>4</sup></b> <i>The subject matter report should be attached in a PDF file with a maximum of 10 A4 pages. Please provide:</i> <i>I. Information about project implementation progress: 1. the most important project deliverables (in bullet points); 2. a brief description of the deliverables obtained; 3. which of the objectives set in the project funding proposal were achieved and which were not, and why; have any objectives and what additional objectives been achieved; 4. the current and expected impact of the project on the development of the scientific discipline and the development of other disciplines; 5. the socio-economic impact of the project: a report covering the wider social implications of the project in the form of a questionnaire, including gender equality measures, ethical issues, efforts to involve other actors and raise awareness, and a plan for the use and dissemination of new knowledge;</i> <i>II. Performance indicators: 1. Listing the actual indicators in the indicator table; 2. a description of the risks in the execution of the indicators and actions taken to minimise the risks. The indicators and description should be prepared in accordance with the template attached in Appendix No. 2d.1 to the Contract.</i> <i>The table of indicators should be attached in an editable version in the file in Excel format in accordance with the template attached in Appendix No. 2d.2 to the Contract.</i>	
<b>E. THE RESEARCH TASKS PERFORMED ACCORDING TO THE SCHEDULE</b>	
No.	Name of research task
1.	
2.	
<i>Explanations (to be completed as mandatory) in the event of a research plan change.</i> <i>Clarification of discrepancies between the actual project performance and the original research plan.</i>	
<b>F. SPECIFICATION OF WORKS SUBMITTED FOR PUBLICATION, ACCEPTED FOR PUBLICATION OR PUBLISHED AS RESULT OF PROJECT IMPLEMENTATION</b> <i>A pdf file must be attached for all submitted publications. For published and accepted works, a unique persistent identifier in a generally accepted standard (e.g. DOI, URN, UUID, HANDLE) should be provided.</i> <i>The publication must contain information on the funding of the research by the National Science Centre (in accordance with the Contract for the implementation and funding of the project).</i>	

<sup>1</sup> Select as appropriate.

<sup>2</sup> To be completed exclusively in the Annual Report. Please enter calendar year.

<sup>3</sup> Please describe all changes made, including those made by virtue of an annex to the contract.

<sup>4</sup> Not filled in the Annual Report

<b>PUBLICATIONS IN JOURNALS<sup>5</sup>:</b> publication status (indicate whether the work has been published, accepted for publication or submitted), whether open access is provided for the publication (indicate: open access model, costs covered by project funds for open access publication fee – if applicable), title of the publication, authors, title of the journal, IF of the journal, publisher, volume, year, pages, unique persistent identifier e.g. DOI, in the case of publications submitted for PDF printing.							
<b>BOOK PUBLICATIONS/CHAPTERS IN BOOK PUBLICATIONS<sup>5</sup>:</b> publication status (indicate whether the work has been published, accepted for publication or submitted), whether open access to the publication is provided (specify: open access model, costs covered with project funds for open access publication fee – if applicable), title of the chapter, authors, title of the book, publisher, volume, year, pages, place of publication, unique persistent identifier, e.g. ISBN, in the case of publications submitted for publication PDF.							
<b>TEXTS IN CONFERENCE PROCEEDINGS<sup>5</sup>:</b> publication status (indicate whether the work has been published, accepted for publication or submitted), whether open access to the publication is provided (provide: open access model, costs covered with the project funds for open access publication fee – if applicable), title of the publication, authors, title of the conference, publisher, date of the conference, year, pages, place of publication, unique persistent identifier, e.g. DOI, in the case of publications submitted for publication PDF.							
<b>G. SPECIFICATION OF RESEARCH EQUIPMENT, DEVICES AND SOFTWARE DEPRECIATED, PURCHASED OR MANUFACTURED FOR PROJECT IMPLEMENTATION PURPOSES</b>							
No.	Name of equipment	Number of pieces	Planned costs	Costs of research equipment, devices and software covered by project funds <sup>6</sup>			
				Year	Year	SUBTOTAL	
1.							
2.							
TOTAL:							
Is the equipment purchased during the project's implementation compliant with the Contract for the funding of the project? If the answer is NO, please describe the changes made and provide a rationale for them in the box below <sup>3</sup> .				YES/no equipment purchase was planned /NO <sup>1</sup>			
<b>H. SPECIFICATION OF PLANNED AND INCURRED COSTS (PLN) – FINANCIAL STATEMENT<sup>7</sup></b> In Part H a scan of individual financial statements of the Project Promoter and Partners drawn up in accordance with the specimen attached in the Appendix No. 2c to the Contract and signed by the authorised person(s) should be attached in a PDF file format.							
No.	Item	Costs covered with project funds <sup>6</sup>					
		Year		Year		Total	
		planned	incurred	planned	incurred	Planned cumulatively	Incurred cumulatively
1	Direct costs including:						
	- personnel costs and scholarships						
	- costs of research equipment, devices and software						
	- other direct costs including:						
	- subcontracting and costs of resources made available by third parties						
2.	Indirect costs						
3.	Total costs						
Are the costs incurred during the project's implementation consistent with the costs planned in the Contract for the funding of the project? If your answer is NO, please describe in the box below the changes made and provide a rationale for them, indicate the items between which transfers have been made and the transferred amounts <sup>3</sup>				YES/NO <sup>1</sup>			
Have there been any annexes signed with the National Science Centre to correct the budget breakdown? If so, please complete the columns 'Planned (as per Annex)' for each year as indicated in the Annex <sup>4</sup> .				YES/NO <sup>1</sup>			
Has bank interest been accrued on the funds allocated to the project? If your answer is YES, please indicate in the box below the bank interest income (applicable only to the final report).				YES/NO <sup>1</sup>			
<b>I. PROJECT TEAM</b>							
Please enter all persons who participated in the project, including those who were not included in the Project funding proposal. In addition, in the case of young researchers, please indicate in the cell (Scope of project work) the type of mentoring activities undertaken and <sup>8</sup> describe what these activities consisted of. Please complete the details of the planned remuneration of contractors listed below in accordance with the funding proposal and the Contract.							
1. Planned number of project implementing staff							
2. Principal investigator and other project implementing staff <sup>9</sup>							
1	Academic degree/ academic title	First and last name	PESEL Personal statistical No. /date of birth and country of origin	New person	Role in the project (select: Principal Investigator / contractor)		
	Scope of works under Project	Type of position <sup>10</sup>	No. of months with remuneration paid <sup>11</sup>	Employment status <sup>12</sup>			

<sup>5</sup> For more publications please add rows according to the table format.

<sup>6</sup> If necessary, please insert an additional column

<sup>7</sup> Part H should provide a summary of the costs planned and borne until the end of the period they apply to.

<sup>8</sup> Acting as a task package or task manager, participating in training sessions, study visits, active participation in conferences, etc.

<sup>9</sup> For consecutive contractors please add rows according to the table format.

<sup>10</sup> E.g. post-doctoral studies, National Science Centre scholarship holder, doctoral student/doctoral student, other.

<sup>11</sup> Total number of months with remuneration paid

	(please consider mentoring in the case of young scientists)			
	Planned remuneration <sup>13</sup>	Incurred personnel costs <sup>6</sup>		
		Year	Year	SUBTOTAL
	TOTAL personnel costs			
Possible explanations concerning the amount of remuneration, form of employment and changes in the composition of contractors (optional):				

J. SPECIFICATION OF OTHER PROJECT IMPLEMENTATION COSTS						
Justification for other direct costs incurred by the Project Promoter and partners under the Project with cost breakdown: travel, costs of consumables, costs entailed by other contracts, costs arising directly from the requirements imposed by the project contract for each project, subcontracting and resources made available:						
No.	Description and justification for other direct costs vs. the work carried out on the project <sup>14</sup>	Name of entity	Cost category	Costs covered with project funds <sup>6</sup>		
				Year	Year	Subtotal
1.						
2.						
TOTAL						
No.	Name and brief description of subcontracting and costs of resources made available by third parties <sup>14</sup>	Name of entity	Planned costs	Subcontracting costs covered with project funds <sup>6</sup>		
				Year	Year	Subtotal
1.						
2.						
TOTAL						
Is the sum of other costs incurred by the Project Promoter/each of the partners during the project implementation in compliance with the Contract for the funding of the project? If the answer is NO, please describe the changes made and provide a justification in the box below <sup>3</sup> .				YES/NO <sup>1</sup>		
Are the costs incurred in the subcontracting category during the project implementation compliant with the costs planned in the Contract for the funding of the project? If your answer is NO, please describe the changes made and provide a justification in the box below. <sup>3</sup>				YES/NO <sup>1</sup>		

APPROVALS/ OPINIONS/PERMITS FOR RESEARCH IMPLEMENTATION
Was it required to have the approvals/opinions/permits/authorisations of the competent committees for the research carried out during the reporting period? YES/NO <sup>1</sup>
<p>If YES, please attach (all required from the following):</p> <ul style="list-style-type: none"> <li>-permit(s) and/or favourable opinion(s) of the competent bioethics committee;</li> <li>-permit(s) of the competent ethics committee for animal testing;</li> <li>-permit(s) on the grounds of regulations on micro-organisms and genetically modified organisms (GMOs);</li> <li>-permit (s) and/or authorisations for research on protected species or in protected areas,</li> <li>-other permits for clinical trials subject to the Act of 6 September 2001 on pharmaceutical law or the Act of 20 May 2010 on medicinal products,</li> <li>-other permits in compliance with the principles of good practice in a certain field/scientific discipline,</li> </ul> <p>If the project comprises tests requiring several permits, all of them should be attached. Permits should be specified in the nearest annual/final report submitted after granting of a certain permit.</p>

INFORMATION AND STATEMENTS
<p>1. The National Science Centre pursuant to Article 14(1) and Article 14(2) of the General Data Protection Regulation (OJ EU L 2016, No. 119, p. 1) states that:</p> <p>a) The National Science Centre with its registered office at ul. Twardowskiego 16, 30-312 Kraków is the controller of personal data provided to the Entity by the members of the project team and collected by the NCN in the reporting phase.</p> <p>b) The appointed Data Protection Officer can be contacted by e-mail at iod@ncn.gov.pl, by telephone on +48 12 341 97 13 or directly in the office of the controller.</p> <p>c) The legal basis for the processing of personal data by the NCN, to fulfil legal duties resting on its shoulders, is Article 6(1)(c) of the General Data Protection Regulation in conjunction with Article 20 and 22 of the Act on National Science Centre of 30 April 2010 (uniform text, Journal of Laws 2018 r., item 947, as amended i.e. processing is necessary to fulfil the legal obligation of the controller.</p> <p>d) Personal data concerning the role, type, scope of work and remuneration under the project will be processed for the purpose of: supervision, financial and accounting services, control during and after project completion, evaluation of project implementation and settlement of the Contract for the implementation and funding, as well as to establish, investigate or defend against claims. In addition, personal data will be processed for the purposes of evaluation of the performance of the NCN's tasks as well as reporting and archiving.</p> <p>e) From the moment your personal data is obtained, they will be processed for the period necessary to attain the objectives mentioned in item d), for the period required by the NCN's office instructions and the Uniform Itemised File List.</p> <p>f) The recipients of personal data will only be entities entitled to obtain personal data under the universally binding law.</p> <p>g) Personal data may be outsourced for processing to third parties as part of services provided by them under personal data outsourcing agreements, and those entities are also obliged to keep processed data confidential.</p> <p>h) A data subject shall have the right to access the content of their personal data, rectify their personal data, restrict processing of their personal data, and the right to lodge a complaint to a supervisory authority.</p>

<sup>12</sup> Full-time employment contract, part-time employment contracts, civil law contract, supplement to the employment contract, National Science Centre's scientific scholarship, doctoral scholarship, no remuneration.

<sup>13</sup> The planned remuneration should be paid in accordance with the project funding proposal or the contract, if it has been amended against the proposal.

<sup>14</sup> For consecutive items please add rows according to the table format.

i) The data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection, if he considers that the processing is in breach of the provisions of the General Data Protection Regulation.			
2. The National Science Centre shall, pursuant to Article 14(1) and Article 14(2) of the General Data Protection Regulation, inform the persons involved in the preparation of the project documentation that:			
a) The National Science Centre with its registered office at ul. Twardowskiego 16, 30-312 Kraków is the controller of personal data provided by the person participating in the preparation of documentation under the project to the Entity, and obtained by the NCN in the reporting phase.			
b) The appointed Data Protection Officer can be contacted by e-mail at <a href="mailto:iod@ncn.gov.pl">iod@ncn.gov.pl</a> , by telephone on +48 12 341 97 13 or directly in the office of the controller.			
c) The legal grounds for the processing of personal data of a person involved in the preparation of documentation under the project by the NCN, in order to fulfil its legal obligations comprise Article 6(1)(c) of the General Data Protection Regulation in conjunction with Article 20 of the Act of 30 April 2010 on the National Science Centre (uniform text Journal of Laws, No. 2018, item 947, as amended).			
d) The Personal data of the person involved in the preparation of project documentation i.e. official data concerning the role in the project and contact details will be processed for the purpose of: supervision, financial and accounting services, audit during and after project completion, evaluation of project implementation and settlement of the Contract for the funding of the research project, as well as for the purposes of establishing, investigating or defending against claims. Furthermore, personal data will be processed for archival purposes.			
e) From the moment of acquisition of personal data of the person involved in project documentation preparation, it will be processed for the period necessary to attain the objectives mentioned in item d), for the period required by the NCN's office instructions and the Uniform Itemised File List.			
f) The recipients of personal data of a person involved in the preparation of project documentation will be exclusively entities entitled to acquire personal data on the basis of universally binding law.			
g) The personal data of the person involved in the preparation of project documentation may be outsourced for processing to third parties as part of services provided by them under personal data outsourcing agreements, and those entities are also obliged to keep processed data confidential.			
h) A person involved in the project documentation preparation has the right to access the content of his/her personal data, correct his/her personal data and limit the processing of his/her personal data.			
i) A person involved in the project documentation preparation has the right to lodge a complaint with the President of the Data Protection Office if he or she considers that the processing is in breach of the provisions of the General Data Protection Regulation.			
3. I represent that the persons indicated in this report have been acquainted with the content of disclosure requirements referred to in items 2. 1 and 2 of the section "Information and statements" (disclosure requirements under Article 14(1) and Article 14(2) of the General Data Protection Regulation), (OJ EU L 2016, No. 119, p. 1).			
4. The documentation confirming the project completion is available for inspection at:			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
5. Documentation of project deliverables is available on the site of the project implementing entity:			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
6. Person responsible for drafting the report:			
a) first name and surname:			
b) phone /fax No.:		c) e-mail:	

COMPLEMENTARY INFORMATION			
<b>K. A DESCRIPTION OF THE PROJECT RESULTS FOR THE GENERAL PUBLIC</b>			
<i>Description comprehensible to a wide audience. Maximum one page of standard text. The description should take into account key tasks/activities undertaken and the significance of the project – the impact on the discipline development, the state of existing knowledge and the importance of the research for society. If you have interesting graphic materials that illustrate the project (e.g. drawing, photograph, model), please attach their electronic version to the report in jpg, bmp, pdf format.</i>			
POLISH LANGUAGE VERSION		ENGLISH LANGUAGE VERSION	
...		...	
The entity and the Principal Investigator agree to the free of charge publication of the above description and the attached graphic material in the National Science Centre's information literature.			
<b>L. DISSEMINATION OF PROJECT OUTCOMES – RESEARCH PROJECT RESULTS</b>			
Dissemination form			
Conference /Symposium: <i>description (max. 2000 characters) including the nature of participation in the conference/symposium, e.g. presentation, poster, organisation, participation, membership of the Scientific Committee.</i>			
A science-promotion event: <i>description (max. 300 characters).</i>			
Other forms of dissemination of outcomes, including indication of an entity (public organisation, NGO or other) with which cooperation was established, description of what the cooperation is all about and what activities have been undertaken within the framework of this cooperation, and attach letters of intent in PDF format: <i>description (max. 1000 characters) and information about the projects submitted as a result of the cooperation (project title, source of funding, date of submission, partners).</i>			
Website: <i>description (max. 300 characters), including information whether the project's website and/or the information about the project's deliverables were created on the website of the entity implementing the project or other entities.</i>			
Entering the item into a public database: <i>description (max. 300 characters).</i>			
<b>M. ACADEMIC DEGREES<sup>4</sup></b>			
The following academic degrees will be attainable under the project:			
No.	Academic degree	First name	Surname
1			
	Title of thesis		
2			
	Title of thesis		

The data management plan described in the application should be applied during the project implementation.		
<b>DATA MANAGEMENT PLAN<sup>5</sup></b>		
<b>1. DATA DESCRIPTION AND COLLECTION OR REUSE OF EXISTING DATA</b>		
	PLAN	EXECUTION
How will new data be collected or produced and/or how will existing data be reused?		
What data (for example the kinds, formats, and volumes) will be collected or produced?		
<b>2. DOCUMENTATION AND DATA QUALITY</b>		
	PLAN	EXECUTION
What metadata and documentation (for example methodology or data collection and way of organising data) will accompany data?		
What data quality control measures will be used?		
<b>3. STORAGE AND BACKUP DURING THE RESEARCH PROCESS</b>		
	PLAN	EXECUTION
How will data and metadata be stored and backed up during the research process?		
How will data security and protection of sensitive data be taken care of during the research?		
<b>4. LEGAL REQUIREMENTS, CODES OF CONDUCT</b>		
	PLAN	EXECUTION
If personal data are processed, how will compliance with legislation on personal data and on data security be ensured?		
How will other legal issues, such as intellectual property rights and ownership, be managed? What legislation is applicable?		
<b>5. DATA SHARING AND LONG-TERM PRESERVATION</b>		
	PLAN	EXECUTION
How and when will data be shared ? Are there possible restrictions to data sharing or embargo reasons?		
How will data for preservation be selected, and where will data be preserved long-term (for example a data repository or archive)?		
What methods or software tools will be needed to access and use the data?		
How will the application of a unique and persistent identifier (such as a Digital Object Identifier (DOI)) to each data set be ensured?		
<b>6. DATA MANAGEMENT RESPONSIBILITIES AND RESOURCES</b>		
	PLAN	EXECUTION
Who (for example role, position, and institution) will be responsible for data management (i.e the data steward)?		
What resources (for example financial and time) will be dedicated to data management and ensuring the data will be FAIR (Findable, Accessible, Interoperable, Re-usable)?		

REPORT PREPARED ON

.....  
 |Head of the entity/A person authorized  
 to represent the entity

.....  
 Principal Investigator (PI)



## Appendix No. 2b. The scope of data required in the Project Sustainability Report

### REPORT ON RESEARCH PROJECT SUSTAINABILITY

#### NATIONAL SCIENCE CENTRE

The Report covers the period from ..... to<sup>1</sup>...

BASIC INFORMATION				
<b>A. DATA OF THE PROJECT IMPLEMENTING ENTITY:</b> name of the entity, address, telephone/fax number, e-mail, www, ePUAP address, Tax ID (NIP) No., REGON Statistical No., Head of the entity (name, surname, title, position). <i>Description of implemented changes<sup>2</sup></i>				
<b>B. PRINCIPAL INVESTIGATOR'S DATA:</b> title/degree, first and last name, telephone number, e-mail, gender, nationality (country).				
<b>C. PROJECT INFORMATION:</b> title (Polish), title (English), registration number, contract number, contract amount, project implementation period (number of months), start date (YYYY-MM-DD), completion date (YYYY-MM-DD), keywords, auxiliary identifying terms (in accordance with the research project funding proposal).				
<b>D. SPECIFICATION OF WORKS SUBMITTED FOR PUBLICATION, ACCEPTED FOR PUBLICATION OR PUBLISHED AS RESULT OF PROJECT IMPLEMENTATION</b> <i>A pdf file must be attached for all submitted publications. For published and accepted works, a unique persistent identifier in a generally accepted standard (e.g. DOI, URN, UUID, HANDLE) should be provided.</i> <i>The publication must contain information on the funding of the research by the National Science Centre (in accordance with the Contract for the Implementation of the project).</i>				
<b>PUBLICATIONS IN JOURNALS<sup>3</sup>:</b> publication status (indicate whether the work has been published, accepted for publication or submitted), whether open access is provided for the publication (indicate: open access model, costs covered by project funds for open access publication fee – if applicable), title of the publication, authors, title of the journal, IF of the journal, publisher, volume, year, pages, unique persistent identifier, e.g. DOI, in the case of publications submitted for publication PDF.				
<b>BOOK PUBLICATIONS/CHAPTERS IN BOOK PUBLICATIONS<sup>3</sup>:</b> publication status (indicate whether the work has been published, accepted for publishing or submitted), whether open access to the publication is provided (specify: open access model, costs covered with project funds for open access publication fee – if applicable), title of the chapter, authors, title of the book, publisher, volume, year, pages, place of publication, unique persistent identifier, e.g. ISBN, in the case of publications submitted for publication PDF.				
<b>TEXTS IN CONFERENCE PROCEEDINGS<sup>3</sup>:</b> publication status (indicate whether the work has been published, accepted for publishing or submitted), whether open access to the publication is provided (provide: open access model, costs covered with the project funds for open access publication fee – if applicable), title of the publication, authors, title of the conference, publisher, date of the conference, year, pages, place of publication, unique persistent identifier, e.g. DOI, in the case of publications submitted for publishing PDF.				
<b>Appendix Tables with indicators pursuant to the template attached to Appendix 2d.1 to the Contract</b>				
<b>Appendix Tables with indicators in editable Excel format pursuant to the template attached to Appendix 2d.2 to the Contract</b>				
<b>E. LIST OF RESEARCH EQUIPMENT, DEVICES AND SOFTWARE COVERED BY THE RIGHT TO APPLY AN EXCEPTION TO THE GENERAL RULE CONTAINED IN ART. 8.2.4 OF THE REGULATION</b>				
	Name of equipment	Number of pieces	Equipment owner	Cost
1.				
2.				
Are the Project Promoter or Project Partner(s) who, under the Contract, have been granted a permission to apply an exception from the general rule set forth in Article 8.2.4 of the Regulation concerning equipment (equipment covered by the exception) <b>still the owners of the equipment</b> covered by the exception? <i>If your answer is NO please describe the problems with the fulfilment of the condition and provide a justification and description of remedial actions.</i>			YES/no equipment purchase was planned /NO <sup>4</sup>	
Does the Project Promoter or Project Partner(s) who, under the Contract, have been granted a permission to apply an exception from the general rule set forth in Article 8.2.4 of the Regulation concerning equipment (equipment covered by the exception) <b>use the equipment in question to achieve the general project objectives?</b> <i>If your answer is NO please describe the problems with the fulfilment of the condition and provide a justification and description of remedial actions.</i>			YES/no equipment purchase was planned /NO <sup>4</sup>	
Has the Project Promoter or Project Partner(s) who, under the Contract, have been granted a permission to apply an exception from the general rule set forth in Article 8.2.4 of the Regulation concerning equipment (equipment covered by the exception) <b>insured the equipment</b> , covered by the exception, against fire, theft and other unforeseen accidents? <i>If your answer is NO please describe the problems with the fulfilment of the condition and provide a justification and description of remedial actions.</i> <b>Appendix: insurance scan</b>			YES/no equipment purchase was planned /NO <sup>4</sup>	
Has the Project Promoter or Project Partner(s) who, under the Contract, have been granted a permission to apply an exception from the general rule set forth in Article			YES/no equipment purchase was planned /NO <sup>4</sup>	

<sup>1</sup> Please enter a calendar year to which the Report applies.

<sup>2</sup> Please describe all changes made, including those made by virtue of an annex to the contract.

<sup>3</sup> For consecutive publications/items please add rows according to the table format.

<sup>4</sup> Select as appropriate.

8.2.4 of the Regulation concerning equipment (equipment covered by the exception) <b>established a separate pool of funds for the maintenance of equipment</b> covered by the exception? <i>If your answer is NO please describe the problems with the fulfilment of the condition and provide a justification and description of remedial actions.</i>	
<b>F. ARCHIVING OF DOCUMENTATION</b>	
Did the <b>archiving of documentation</b> related to the implementation of projects go correctly in the reporting period, both on the Project Promoter's site and on the Partner's/each of the Project Partners' site? <i>If your answer is NO, please indicate the Project Promoter/Partner concerned and provide a justification and description of the remedial actions<sup>3</sup>.</i>	YES/NO <sup>4</sup>
<b>G. DISSEMINATION OF PROJECT OUTCOMES – RESEARCH PROJECT RESULTS</b>	
Dissemination form	
Conference/Symposium: <i>description (max. 2000 characters) including the nature of participation in the conference/symposium e.g. presentation, poster, organisation, participation, membership of the Scientific Committee.</i>	
A science-promotion event: <i>description (max. 300 characters).</i>	
Other forms of co-operation follow-up. Did project promoters take any actions aimed at <b>sharing of experience and good practices</b> resulting from project implementation? <i>If so, please indicate the actions that were taken during a certain year. Are the partnerships set up by the Project Promoters during the project's implementation still continuing their business? If so, please indicate how. Have the project activities been continued under other projects/initiatives? If yes, please indicate the title of the project, source of funding, date of submission, partners, description (max. 3000 characters).</i>	
Entering the item into a public database: <i>description (max. 300 characters).</i>	
Other: <i>description (max. 300 characters).</i>	

INFORMATION AND STATEMENTS
<p>1. The National Science Centre pursuant to Article 14(1) and Article 14(2) of the General Data Protection Regulation (OJ EU L 2016, No. 119, p. 1) states that:</p> <ul style="list-style-type: none"> <li>a) The National Science Centre with its registered office at ul. Twardowskiego 16, 30-312 Kraków is the controller of personal data provided to the Entity by the members of the project team and collected by the NCN in the reporting phase.</li> <li>b) The appointed Data Protection Officer can be contacted by e-mail at <a href="mailto:iod@ncn.gov.pl">iod@ncn.gov.pl</a>, by telephone on +48 12 341 97 13 or directly in the office of the controller.</li> <li>c) The legal basis for the processing of personal data by the NCN, to fulfil legal duties resting on its shoulders, is Article 6(1)(c) of the General Data Protection Regulation in conjunction with Article 20 and 22 of the Act on the National Science Centre of 30 April 2010 (uniform text, Journal of Laws 2018 r., item 947, as amended, i.e. processing is necessary to fulfil the legal obligation of the controller.</li> <li>d) Personal data will be processed for the purposes of: evaluation of the performance of the NCN's tasks as well as reporting and archiving.</li> <li>e) From the moment your personal data is acquired, it will be processed for the period necessary to attain the objectives mentioned in item d), for the period required by the NCN's office instructions and the Uniform Itemised File List.</li> <li>f) The recipients of personal data will only be entities entitled to obtain personal data under the universally binding law.</li> <li>g) Personal data may be outsourced for processing to third parties as part of services provided by them under personal data outsourcing agreements, and those entities are also obliged to keep processed data confidential.</li> <li>h) A data subject shall have the right to access the content of their personal data, rectify their personal data, restrict processing of their personal data, and the right to lodge a complaint to a supervisory authority.</li> <li>i) The data subject has the right to lodge a complaint with the President of the Office for the Personal Data Protection, if he considers that the processing is in breach of the provisions of the General Data Protection Regulation.</li> </ul> <p>2. The National Science Centre shall, pursuant to Article 14(1) and Article 14(2) of the General Data Protection Regulation, inform the persons involved in the preparation of the project documentation that:</p> <ul style="list-style-type: none"> <li>a) The National Science Centre with its registered office at ul. Twardowskiego 16, 30-312 Kraków is the controller of personal data provided by the person participating in the preparation of documentation under the project to the Entity, and obtained by the NCN in the reporting phase.</li> <li>b) The appointed Data Protection Officer can be contacted by e-mail at <a href="mailto:iod@ncn.gov.pl">iod@ncn.gov.pl</a>, by telephone on +48 12 341 97 13 or directly in the office of the controller.</li> <li>c) The legal grounds for the processing of personal data of a person involved in the preparation of documentation under the project by the NCN, in order to fulfil its legal obligations comprise Article 6(1)(c) of the General Data Protection Regulation in conjunction with Article 20 of the Act of 30 April 2010 on the National Science Centre (uniform text Journal of Laws, No. 2018, item 947, as amended).</li> <li>d) The personal data of the person involved in the preparation of project documentation i.e. official data concerning the role in the project and contact details will be processed for the purpose of: supervision, financial and accounting services, audit during and after project completion, evaluation of project implementation and settlement of the Contract for the funding of the research Project, as well as for the purposes of establishing, investigating or defending against claims. Furthermore, personal data will be processed for archival purposes.</li> <li>e) From the moment of acquisition of personal data of the person involved in project documentation preparation, it will be processed for the period necessary to attain the objectives mentioned in item d), for the period required by the NCN's office instructions and the Uniform Itemised File List.</li> <li>f) The recipients of personal data of a person involved in the preparation of project documentation will be exclusively entities entitled to acquire personal data on the basis of universally binding law.</li> <li>g) The personal data of the person involved in the preparation of project documentation may be outsourced for processing to third parties as part of services provided by them under personal data outsourcing agreements, and those entities are also obliged to keep processed data confidential.</li> <li>h) A person involved in the project documentation preparation has the right to access the content of his/her personal data, correct his/her personal data and limit the processing of his/her personal data.</li> <li>i) A person involved in the project documentation preparation has the right to lodge a complaint with the President of the Data Protection Office if he or she considers that the processing is in breach of the provisions of the General Data Protection Regulation.</li> </ul> <p>3. I represent that the persons indicated in this report have been acquainted with the content of disclosure requirements referred to in items 2. 1 and 2 of the section "Information and Statements" (disclosure requirements under Article 14(1) and Article 14(2) of the</p>

General Data Protection Regulation), (OJ EU L 2016, No. 119, p. 1).			
4. The documentation confirming the project completion is available for inspection at:			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
5. Documentation of project deliverables is available on the site of the project implementing entity:			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
6. Person responsible for drafting the report:			
a) first name and surname:			
b) phone /fax No.:		c) e-mail:	

REPORT PREPARED ON

.....  
 |Head of the entity/A person authorized  
 to represent the entity

.....  
 Principal Investigator (PI)

## Appendix No. 2c Individual Financial Statement

SPECIFICATION OF PLANNED AND INCURRED COSTS (PLN) – FINANCIAL STATEMENT							
	Item	Costs covered with project funds					
		Year		Year		Total	
		planned	incurred	planned	incurred	Planned cumulatively	Incurred cumulatively
1.	Direct costs including:						
	- personnel costs and scholarships						
	- costs of research equipment, devices and software						
	- other direct costs including:						
	-- subcontracting and costs of resources made available by third parties						
2.	Indirect costs						
3.	Total costs						
I hereby declare that: <ul style="list-style-type: none"> <li>- the information provided is complete, reliable and true</li> <li>- the declared costs are eligible</li> <li>- the costs can be substantiated by adequate records and supporting documentation that will be produced on request or in the context of checks, reviews, audits and investigations.</li> </ul>							

REPORT PREPARED ON

Head of the entity/A person authorized to represent the entity

## Appendix No. 2d. Indicator tables that have to be attached to the reports

### Appendix No. 2d.1

Programme objective		Enhanced research-based knowledge development								
PA	No	Expected programme results	Indicator	Unit of measurement	Source of verification	Baseline values	Achieved values	Target values	Encountered problems	Description of the response to risks
PA02	Outcome 1	Enhanced performance of Polish basic research	Number of peer-reviewed scientific publications submitted	Number	Proof of submission	0	0	0		
			Number of joint, peer-reviewed, scientific publications submitted in basic research	Number	Proof of submission	0	0	0		
	Output 1.1	Support to researchers conducting basic research provided	Number of Polish researchers supported	Number	Project Promoters' and Project Partners' records	0	0	0		
			Number of researchers from donor states supported	Number	Project Promoters' and Project Partners' records	0	0	0		
	Output 1.2	Support to young researchers provided	Number of mentor-mentee relationships established for young researchers	Number	Project Promoters' and Project Partners' records	0	0	0		
	Output 1.3	Support for collaboration between science and society implemented	Number of public organizations, NGOs or other public benefit organizations involved	Number	Copies of contracts concluded with Project Promoters, letters of intent	0	0	0		
Bilateral	Bilateral outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Number of joint applications for further funding	Number	Copies of the application for funding	0	0	0		

## Appendix No. 2d.2

Number	Indicator	Baseline value (is '0')	Achieved (reported cumulatively)	Target value (according to the Project contract)	Disaggregation (reported cumulatively)		
Outcome 1	Expected programme result: Enhanced performance of Polish basic research				Gold Open Access	Pending Open Access	Other Open Access
	Number of peer-reviewed scientific publications submitted	0	0	0	0	0	0
	including joint publications with co-author from Norway	0	0	0	0	0	0
	including joint publications with co-author from Iceland	0	0	0	0	0	0
	including joint publications with co-author from Liechtenstein	0	0	0	0	0	0
Output 1.1.	Expected programme result: Support to researchers conducting basic research provided				Gender		
					Female	Male	
	Number of researchers supported	0	0	0	0	0	
	including researchers from Poland	0	0	0	0	0	
	including researchers from Norway	0	0	0	0	0	
	including researchers from Iceland	0	0	0	0	0	
Output 1.2.	Expected programme result: Support to young researchers provided				Gender		
					Female	Male	
	Number of mentor-mentee relationships established for young researchers	0	0	0	0	0	
	including young researchers from Poland	0	0	0	0	0	
	including young researchers from Norway	0	0	0	0	0	
	including young researchers from Iceland	0	0	0	0	0	
Output 1.3.	Expected programme result: Support for collaboration between science and society implemented				Number		
	Number of public organisations, NGOs or other public benefit organisations involved	0	0	0	0		
	including organisations from Poland	0	0	0	0		
	including organisations from Norway	0	0	0	0		
	including organisations from Iceland	0	0	0	0		
	including organisations from Liechtenstein	0	0	0	0		
Bilateral Outcome	Expected programme result: Enhanced collaboration between beneficiary and donor state entities involved in the programme				International source (non-EU)	EU source	National source
	Number of joint applications for further funding	0	0	0	0	0	0
	including organisations from Norway	0	0	0	0	0	0
	including organisations from Iceland	0	0	0	0	0	0
	including organisations from Liechtenstein	0	0	0	0	0	0

**Appendix No. 3. Budget breakdown of the Project under Contract No. UMO-<Proposal  
Registration\_No.>**

		Year 20...	Year 20...	Year 20...	Total [PLN]
1	Direct costs including:				
	- personal costs and scholarships				
	- costs of research equipment, devices and software				
	- other direct costs including:				
	-- subcontracting and costs of resources made available by third parties				
2.	Indirect costs				
3.	Total costs				

**A.Budget breakdown of the Project**

Budget breakdown items (PLN):

<table\_of\_collective\_budget\_breakdown\_from\_contract>

**B.Project Promoter's bank account No. to which the funds will be transferred**

<name\_of\_bank>, <bank\_account\_No.>

**Appendix No. 4. Tables with budget breakdown of Project parts of Project Promoter and Partner(s) under Contract No. UMO-<Proposal \_Registration\_No.>**

Items from the budget breakdown table of <name \_of\_entity \_of Contract \_Leader > (PLN):

<table\_of \_budget breakdown\_of Project Promoter\_from\_contract>

Items from the budget breakdown table of <<name \_of\_entity \_of Contract \_Partner\_I> (PLN):

<table\_of \_budget breakdown\_of \_Partner \_I\_from\_contract>

[for more than 2 partners please add consecutively accordingly]



**Appendix No. 5. Subcontracting and costs of resources made available by third parties, which are not used on the premises of the Project Promoter or Project Partner(s) as well as financial support to third parties under Contract No. UMO-<proposal\_registration\_No.>**

<table \_with\_subcontracting\_Polish\_language\_from\_contract>

**Appendix No. 6. Equipment the cost of which is financed from Project funds under Contract No. UMO <proposal\_registration\_No.>**

<table\_of\_equipment\_Polish\_language\_from\_contract>

**Appendix No. 7. Project indicator table under Contract No. UMO-<proposal\_registration  
\_No.>**

<table\_of\_project\_indicators\_from\_section\_Additional\_documents>

**Appendix No. 8. Project information and communication plan under Contract No. UMO-  
<proposal\_registration\_No.>**

<Project\_information\_and\_communication\_plan\_from\_section\_Additional\_documents>