

## Regulations governing the cooperation with Experts of the National Science Centre

### Article 1

Whenever these Regulations refer to:

- 1) **Act**, it shall mean the Act on the National Science Centre of 30 April 2010 (consolidated text in Journal of Laws of 2019, item 1384);
- 2) **Agreement**, it shall mean the Framework Cooperation Agreement concluded with an Expert;
- 3) **Audit Team**, it shall mean the Team appointed by the Director to conduct audit procedure;
- 4) **Auditor in charge of the Audit**, it shall mean an employee of the National Science Centre acting as a member of the Audit Team, in charge of, *inter alia*, the organisation of the Team's operations;
- 5) **Code of Ethics**, it shall mean Order No 81/2019 of the Director enacting the Code of Ethics for Experts of the National Science Centre, dated 13 December 2019, and should the foregoing be repealed and replaced, another order by the Director governing the ethical issues of cooperation between the NCN and the Expert;
- 6) **Contact Person**, it shall mean an employee of the NCN who sends an Invitation to the Expert, is named as the contact person and person to coordinate performance of the Agreement under a given Invitation;
- 7) **Director**, it shall mean the Director of the National Science Centre;
- 8) **Expert**, it shall mean an expert referred to in Article 22 (1) - (3) of the Act or an expert who is a member of the Audit Team referred to in Article 34 (3) (2);
- 9) **Expert Team**, it shall mean the team defined in Article 22 (1) of the Act;
- 10) **GDPR**, it shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
- 11) **Information for Tax Purposes**, it shall mean the electronic form "*Information for Personal Income Tax Purposes*", including the Expert's contact details and data necessary to settle accounts with the Expert for any work performed thereby for the benefit of the NCN;
- 12) **Invitation**, it shall mean a proposal to draft a review, extended to the Expert by e-mail or in writing;
- 13) **Meeting**, it shall mean a day-long meeting of the Expert Team;
- 14) **NCN**, it shall mean the National Science Centre with its registered office in Kraków;
- 15) **Order**, it shall mean, depending on the type of Review: (i) Order No 19/2018 of the Director on the remuneration of experts for the evaluation work, dated 29 April 2018, or (ii) Order No 32/2017 of the Director on the remuneration of experts for the evaluation work under the Miniatura call for proposals, dated 19 May 2017, or (iii) Order No 82/2019 of the Director on the terms of selecting and remunerating experts monitoring research projects, fellowships, scholarships and research activities funded by the National Science Centre, dated 16 December 2019, or (iv) Order No 80/2019 of the Director on the remuneration of experts under the GRIEG call for proposals, dated 10 December 2019, and should the foregoing be repealed and replaced by other orders, Director's other orders on the remuneration of experts for the evaluation work;
- 16) **Personal Data**, it shall mean personal data as defined by the GDPR, stored in the "Database of principal investigators and co-investigators as well as other persons connected with the science funding" and in the "Database of experts evaluating proposals and projects", processed by the Expert for the purposes of a Review;
- 17) **Regulations**, they shall mean these Regulations governing the cooperation with Experts of the National Science Centre;
- 18) **Remission Team**, it shall mean the team appointed pursuant to Order No 74/2017 of the Director on the procedure for reviewing applications to remit, delay or arrange instalments for the financial liabilities resulting from settlements of the funds awarded under Article 33 (1) of the Act, dated 7 December 2017, and should the foregoing be repealed and replaced, another order by the Director governing the procedure for reviewing applications to remit, delay or arrange instalments for the financial liabilities;
- 19) **Review**, it shall mean an individual opinion drafted by an Expert, whose subject-matter covers:
  - a) evaluation of proposals submitted under the calls launched by the National Science Centre; or
  - b) merit-based evaluation related to the settlement of awarded funds or
  - c) other evaluation related to the performance of the tasks of the National Science Centre, in particular evaluation of proposals submitted under Article 35 (a) of the Act;
- 20) **Scientific Coordinator**, it shall mean an employee of the National Science Centre in charge of

- organising Expert Teams' operations and operating calls for research projects in individual disciplines or groups of disciplines, including, in particular, ensuring their proper, impartial and accurate operation;
- 21) **Session**, it shall mean all meetings of the Expert Team held at a given stage of merit-based evaluation;
  - 22) **Travel Expenses Order**, it shall mean Order No 2/2018 of the Director on the conditions of reimbursing travel expenses to domestic members of the Expert Teams, dated 16 January 2018, or Order No 50/2019 of the Director on the conditions of reimbursing travel expenses to foreign members of the Expert Teams, dated 26 July 2019, and should the foregoing be repealed and replaced by other orders, Director's other orders on the conditions of reimbursing travel expenses to domestic or foreign members of the Expert Teams; and
  - 23) **ZSUN/OSF**, it shall mean an Integrated System of Services for Science/Servicing Financing Streams to register and process funding proposals submitted to the NCN and to integrate related processes.

#### **Article 2**

1. The Review shall be drafted pursuant to an Invitation accepted by the Expert.
2. The Invitation shall be delivered to the Expert by the Contact Person by e-mail or in writing.
3. The Invitation shall include the following, in particular:
  - 1) subject-matter of the Review;
  - 2) date on or by which the Invitation must be accepted and Review drafted;
  - 3) gross remuneration due to the Expert for drafting the Review;
  - 4) name of the Contact Person; and
  - 5) other terms of drafting the Review.
4. The Expert shall accept the Invitation by e-mail or by phone on or by the date specified in the Invitation.
5. Failure to accept the Invitation on or by the date specified in Article 2 (4) shall be deemed as the Expert's refusal to draft the Review.

#### **Article 3**

1. The Expert shall draft the Review on or by the date specified in the Invitation and on the terms and conditions specified therein.
2. In justified cases, the date on or by which the Review must be drafted may be extended by the NCN at the Expert's request. The decision in this respect shall be taken by the Contact Person.

#### **Article 4**

1. The Expert shall draft the Review pursuant to the rules specified in the Code of Ethics.
2. The Review shall be drafted in writing or in the ZSUN/OSF System and delivered to the NCN.
3. Once delivered to the NCN, the Review shall be subject to preliminary verification by the Contact Person.
4. In the event the Review contains any errors, needs to be supplemented or corrected, the Expert shall remove any and all errors and/or supplement it before the date agreed on with the Contact Person. If the Expert does not remove the errors, supplement or correct the Review before the agreed date, the NCN may refuse to accept the Review notifying the Expert thereof.
5. The NCN shall accept the Review:
  - 1) during a Meeting held to discuss the Review;
  - 2) during a Meeting of the Remission Team, held to discuss the Review;
  - 3) in the case of Reviews drafted by Experts acting as members of the Audit Team, by the Contact Person confirming acceptance of the Review on the receipt submitted by the Expert;
  - 4) in the cases laid down in the regulations of the calls, for which Reviews are drafted or other laws according to which they are conducted by the Scientific Coordinators.
6. The Review shall be deemed accepted if the Expert Team or the Remission Team or the Scientific Coordinator, respectively, does not make any objections as to its correctness.
7. The Review shall be deemed accepted on the first day of the Expert Team's Session or on the date a meeting is held by the Remission Team to discuss and accept the Review, and in the case referred to in Article 5 (3) and (4), on the date of confirmation of receipt.

#### **Article 5**

1. Subject to Article 5 (3) - (5), the Expert shall receive remuneration for the proper preparation of the Review confirmed by the NCN's acceptance, and for the participation in the Meetings of the Expert Team. The amount of remuneration shall be set in the applicable Order.
2. In order to receive the remuneration, the Expert must:
  - 1) meet the conditions and fulfil the obligations defined in the Code of Ethics; and

- 2) submit fully completed Information for Tax Purposes and receipt to the NCN.
3. Following their acceptance of an Invitation, the Expert may declare that they will prepare the Review pro bono. In such a case, they will not receive remuneration for the preparation of the Review.
4. The Expert shall have the right to waive the remuneration due to them. Subject to Article 5 (5), such waiver shall be effected by the Expert submitting a remuneration waiver statement.
5. The Expert's failure to submit fully completed Information for Tax Purposes or receipt within 60 days from the acceptance of the Review by the NCN, as well as their failure to supplement or correct the Information for Tax Purposes or to provide any other information necessary for the NCN to pay the Expert's remuneration by the date set by the NCN, shall be treated as the Expert's waiver of the remuneration. The NCN agrees that the Expert's waiver of the remuneration shall release the NCN from the obligation to pay the Expert the remuneration due to them.
6. Experts participating in Meetings of the Expert Team shall have the right to be reimbursed for travel expenses in accordance with the applicable Order on the conditions of reimbursing travel expenses.

#### **Article 6**

1. The remuneration for the preparation of the Review shall be paid following the acceptance of the Review based on an receipt.
2. The remuneration for the preparation of the Review shall be paid within 90 calendar days from the Review acceptance date or within 90 dates after the date on which the Expert submits fully completed Information for Tax Purposes, whichever occurs later. The remuneration for the participation in the Meetings of the Expert Team shall be paid within 120 calendar days from the end of the Session of the Expert Team during which the Review was accepted.
3. The remuneration payment date indicated in Article 6 (2) can be postponed in the event that it is necessary to supplement or correct data included in the Information for Tax Purposes or to obtain additional data.
4. The remuneration shall be paid by wire transfer to the Expert's bank account indicated by the Expert in the Information for Tax Purposes.
5. The remuneration shall be deemed as paid on the date the NCN issues a transfer order.
6. The NCN shall not be liable for delays and costs resulting from incorrect and incomplete data provided by the Expert preventing the transfer, as well as from other factors preventing the transfer that cannot be attributed to the NCN.
7. The Expert shall reimburse the NCN for all costs incurred by the NCN in connection with the circumstances referred to in Article 6 (6), in particular bank fees and commissions. The NCN shall be entitled to deduct the above-mentioned costs from dues paid to the Expert.

#### **Article 7**

1. The Agreement shall be entered into for an indefinite term.
2. Each Party may terminate the Agreement giving a month's notice of termination, effective as at the end of a calendar month.
3. The NCN may terminate the Agreement with immediate effect if:
  - 1) the Expert is in breach of the Code of Ethics;
  - 2) the Expert is in breach of other provisions of the Agreement or the Regulations and fails to stop such breach despite receiving a cease and desist notice from the NCN.
4. The Expert may terminate the Agreement with immediate effect if the NCN amends the Regulations. In such a case, a notice of termination must be submitted within 14 days from the date the Expert receives information that the Regulations have been amended. The Expert's failure to submit a notice of termination within the term defined above shall be deemed an acceptance by the Expert of the amendments to the Regulations.
5. Termination of the Agreement under Article 7 (2) and (4) shall not affect the obligations of the Parties arising from Invitations accepted by the Expert.
6. Termination of the Agreement under Article 7 (3) shall be deemed a withdrawal from the Agreement with respect to the Invitations accepted by the Expert, for which the Evaluation has not been accepted by the NCN until the date of termination of the Agreement.
7. Until the Evaluation acceptance date, the NCN may withdraw from the Agreement with respect to Invitations accepted by the Expert, for which the Evaluation has not been accepted, in the following cases:
  - 1) when the Expert delays with the preparation of the Review by over 21 days;
  - 2) when the Expert fails to remove any errors or supplement the Review by the date agreed under Article

- 4 (4), in which case the NCN shall be entitled to withdraw regardless of their right to refuse to accept the Evaluation; and
- 3) in the case mentioned in Article 7 (6).

#### **Article 8**

1. The NCN authorizes the Expert to process Personal Data for the purposes of performing the Agreement, and in particular of drawing up the Review.
2. The Expert shall process Personal Data in accordance with the GDPR and other regulations governing personal data processing, and shall in particular:
  - 1) protect Personal Data being processed against access or retrieval by unauthorised persons, unlawful processing, damaging, unauthorised modification, destruction or loss;
  - 2) refrain from processing Personal Data for purposes other than the performance hereof;
  - 3) process Personal Data exclusively in the ZSUN/OSF System; and
  - 4) keep Personal Data being processed for the purposes hereof confidential and refrain from disclosing such Personal Data both during and after the term hereof.
3. Furthermore, the Expert shall:
  - 1) keep the security measures used by the NCN to protect its IT systems and Personal Data confidential; and
  - 2) immediately notify the NCN about any violation of the provisions on the protection of Personal Data being processed that occurred during the term hereof.
4. The NCN may monitor the correct processing of Personal Data by the Expert and measures used to secure it during the entire term hereof. At the NCN's request, the Expert shall provide the NCN with information concerning Personal Data processed thereby and measures used to secure it, on the date and in the manner specified in the request.

#### **Article 9**

1. Any correspondence related to the performance hereof shall be exchanged by e-mail at the following addresses:
  - 1) if to the NCN: to the e-mail address of the Contact Person or another NCN employee in charge of the matter at hand; and
  - 2) if to the Expert: to the e-mail address specified in the Information for Tax Purposes.

#### **Article 10**

1. The Regulations shall be amended through a unilateral statement of the NCN of which the Expert shall be notified electronically by posting the appropriate information in the ZSUN/OSF System allowing the Expert to read the amendment.
2. All matters not covered by the Regulations shall be governed by the applicable resolutions and regulations adopted for the purposes of particular calls for proposals to which a Review is related, or by orders concerning participation in the Meetings of the Expert Team.

#### **Article 11**

The following documents available on the NCN's website (<https://www.ncn.gov.pl/finansowanie-nauki/dla-ekspertow?language=en>) are an integral part of the Regulations:

- 1) Information for Tax Purposes;
- 2) Order No 19/2018 of the Director on the remuneration of experts for the evaluation work, dated 29 April 2018;
- 3) Order No 32/2017 of the Director on the remuneration of experts for the evaluation work under the Miniatura call for proposals, dated 19 May 2017;
- 4) Order No 80/2019 of the Director on the remuneration of experts under the GRIEG call for proposals, dated 10 December 2019;
- 5) Order No 82/2019 of the Director on the terms of selecting and remunerating experts monitoring research projects, fellowships, scholarships and research activities funded by the National Science Centre, dated 16 December 2019;
- 6) Order No 81/2019 of the Director enacting the Code of Ethics for Experts of the National Science Centre, dated 13 December 2019;
- 7) Order No 2/2018 of the Director on the conditions of reimbursing travel expenses to domestic members of the Expert Teams, dated 16 January 2018; and
- 8) Order No 50/2019 of the Director on the conditions of reimbursing travel expenses to foreign members of the Expert Teams, dated 26 July 2019.