

<contracting_party's_name_level_I> (Entity)

< contracting_party's_name_level_II>

<academic_title> <first name_1> < second name_2> <surname> (Principal Investigator)

Agreement No UMO-<proposal_registration_number>

to research project

No <proposal_registration_number>

entitled <project_title>

I hereby represent that data in the Agreement is the same as data uploaded into the OSF submission system.

The English version of this agreement does not constitute a sworn translation and has been prepared as an auxiliary document for your convenience. In the event of any doubts as to the interpretation of its provisions, the Polish version shall prevail.

**Funding Agreement No UMO-<proposal_registration_number >
for a project carried out pursuant to the LAP cooperation
under the Weave programme, funded under OPUS 26**

concluded in Krakow, on the date of signing by the Director of the National Science Centre, by and between:

National Science Centre

ul. Twardowskiego 16, 30-312 Kraków,
NIP (Tax Identification Number): 6762429638, REGON (Statistical Number): 121361537,
hereinafter referred to as the "NCN",
represented by the Director of the National Science Centre,
hereinafter referred to as the "Director",

<Entity's_name_level_I> (*entity in nominative case*)
hereinafter referred to as the "Entity"

Registered Office:

<street>, **<post_code >** **<city/town/village>** (*of the Entity*)

Correspondence Address:

<street>, **<post_code >** **<city/town/village>** (*of the Entity*)

<Entity's_name_level_II>

NIP (Tax Identification Number): **<NIP>**, REGON (Statistical Number): **<regon>**,
represented by:

<academic_title > **<first_name_1 >** **<first_name_2 >** **<surname>****<position>**

<academic_title > **<first_name_1 >** **<first_name_2 >** **<surname>****<position>**

(*Entity's representation*)

and

<academic_title > **<first_name_1 >** **<first_name_2 >** **<surname>**, (*principal investigator in nominative case*)

<street name>, **<post_code >** **<city/town/village>**, **<voivodeship>**, **<country>** (*principal investigator's address*)

PESEL (Personal Identification Number): **<pesel_number>**, hereinafter referred to as the "Principal Investigator",

hereinafter individually referred to as a Party or jointly as the Parties,

pursuant to Director's Decision No DEC-**<proposal_registration_number >** of
<decision_date>

§1. General Information

1. This Agreement shall lay down the terms and conditions for the implementation, funding and settlement of the research project carried out pursuant to the LAP cooperation under the Weave programme <project_title>, covered by the proposal registered in the OSF submission system administered by OPI (National Information Processing Institute) under number <proposal_registration_number> and accepted for funding in the “OPUS 26” call announced by the National Science Centre, hereinafter referred to as the “project”.
2. The project shall be carried out by <entity's_name_level_I>, <entity's_name_level_II>.
3. The Entity was allocated PLN <total_cost> (<cost_in_words>) for the Project.
4. The Parties have decided that the date of this Agreement shall be deemed the project start date.
5. The project implementation funding term shall last <project_performance_period> month(s).
6. The project shall end on the date specified in the OSF submission system administered by the National Information Processing Institute (OPI) when the project implementation period specified in §1(5) ends.

§2. Project Terms and Conditions

1. The Principal Investigator and the Entity shall implement the project pursuant to:
 - a. the generally applicable laws,
 - b. this Agreement, including:
 - *Budget Table* attached hereto as Appendix 3,
 - *Research Plan* attached hereto as Appendix 1,
 - c. information provided in the funding proposal, in particular the *Full Project Description*,
 - d. principles of good practice in the respective scientific discipline/ field,
 - e. any permits, consents and/or approvals required by law, in particular:
 - from a designated bioethics committee,
 - from a designated ethics committee for testing on animals,
 - required under provisions on microorganisms and GMOs,
 - to carry out research on protected species and on protected areas,
 - to carry out clinical trials subject to the Pharmaceutical Law of 6 September 2001 or Act on Medical Devices of 20 May 2010,
 - other permits required pursuant to the best practice in a field,
 - f. terms and conditions laid down by the call documents for the call for proposals, including Regulations on awarding funding for research tasks funded by the National Science Centre as regards research projects, hereinafter referred to as the “Regulations”, the consolidated text of which is annexed to NCN Council Resolution No 50/2023 of 11 May 2023, in particular Annex 2 to the Regulations (*Costs in research projects*, hereinafter referred to as the “Types of eligible and non-eligible costs” in force as at **15 September 2023**, i.e. on the date of the call,
 - g. Open Access Policy at the NCN concerning open access publications, adopted pursuant to Order No 38/2020 of 27 May 2020 by the NCN Director, as amended by Order No 40/2020 of 31 May 2020, available on the NCN website (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-38_2020_ang.pdf#page=2,

https://www.ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-40_2020_ang.pdf), and

- h. internal rules and regulations of the Entity, in so far as they are in line with this Agreement.
2. Declarations made under the funding procedure shall be binding for the Agreement term.
3. The Entity and the Principal Investigator shall obtain any permits, consents and/or approvals referred to in §2 (1) (e) before commencing any research tasks. Such permits, consents and/or approvals shall be annexed to the next annual report or final report.
4. The Entity shall supervise the project implementation and correct disbursement of the funds and shall be liable to the National Science Centre for the implementation of the Agreement.
5. The funds allocated to the Project shall be managed by the Principal Investigator and shall only be disbursed upon the Entity's approval.
6. The National Science Centre shall not be held liable for any damage hereunder caused by third parties.
7. Revenue generated in the project implementation period from the sale of research equipment, devices and software purchased or manufactured for the purposes of the project shall be returned to the National Science Centre's bank account. Upon the end of the project implementation, the research equipment, devices and software shall remain the property of the Entity, and the Head of the Entity shall be in charge of their further use or disposal.
8. The Principal Investigator and the Entity shall displace the National Science Centre's logo and full name in Polish (Narodowe Centrum Nauki) or English (National Science Centre, Poland) as well as correct Project registration number, on the research equipment and devices purchased or manufactured under the project.
9. Research team members remunerated pursuant to an employment contract by the Host Institution for the project may only be paid their salary from the pool allocated for additional remuneration otherwise than pursuant to a civil law contract. The Entity shall pay remuneration from the project funds pursuant to written agreements. Remuneration paid to the research team members from project funds must not reduce their remuneration paid by the Entity to date under their existing employment contacts.
10. The Entity shall employ the Principal Investigator pursuant to at least a half-time employment contract for the project implementation period. The foregoing obligation shall not apply to the Principal Investigator receiving pension under the social insurance scheme. The Principal Investigator must reside in Poland for at least 50% of the project implementation period and be available to the Entity for the project. This period includes evidenced project-related business trips and holiday governed by labour law. Failure to comply with any condition laid down in the first or second sentence shall constitute an irregularity jeopardising the proper implementation of the Agreement for the purposes of §6 (7) and §6 (9) as a result of which the settlement of the Agreement in the course of final merit-based evaluation may be impossible. The Entity shall keep the documents evidencing that the Principal Investigator has met the foregoing condition.
11. Post-docs may be employed provided that the aggregate time of employment of all post-docs is no more than twice the project implementation period.
12. NCN scholarships for students and PhD students involved in the project implementation shall be granted for the duration of their tasks in the project.
13. NCN scholarships shall be paid by the Entity pursuant to the *Regulations on awarding NCN scholarships in NCN-funded research projects* entered into effect pursuant to NCN Council Resolution No 124/2022 of 1 December 2022 and pursuant to the rules and regulations of the Entity.

14. NCN scholarships shall be paid to the scholarship recipients pursuant to a written scholarship agreement between the Entity and scholarship recipient. The agreement shall lay down the scope of work in the project and its duration, scholarship amount as well as period and terms of scholarship disbursement. A single scholarship agreement shall be concluded with each scholarship recipient elected in the call. The agreement may provide for various NCN scholarship disbursement periods.
15. Doctoral scholarships shall only be paid to PhD students of doctoral schools as long as they meet the applicable provisions of the Act on Higher Education and Science of 20 July 2018 (consolidate text in Journal of Laws 2023, item 742, as amended) required for the disbursement of doctoral scholarships for the duration of the project tasks.
16. The budget for salaries and scholarships for students and PhD students covered by the proposal must not be used for other purposes. Undisbursed funds from that pool shall be reimbursed to the National Science Centre.
17. The budget for “full-time salaries” and “salaries and scholarships for students and PhD students” laid down in the proposal must not be modified. The budget for “additional remuneration” laid down in the proposal must not be increased.
18. If full-time salary is not disbursed over the entire period laid down in the proposal, it shall be reduced proportionately to the period of its disbursement. Undisbursed “full-time salary” funds shall be designated for full-time additional employment of a post-doc(s) (for the purposes of the Regulations) or shall be reimbursed to the National Science Centre within 60 days of the project end date.
19. Full-time salaries may be co-funded by the Entity implementing the project funded by the National Science Centre or by the indirect costs of the project. Co-funded salaries must not be reported in annual/ final reports.
20. In the project, salaries may be paid from the budget for full-time salaries while at the same time remuneration may be paid pursuant to a civil-law contract concluded with any employer, as long as the funds covered by such civil-law contract do not derive from another NCN-funded research project.
21. The Principal Investigator may modify the “additional remuneration” pursuant to the Regulations. The salary of the Principal Investigator paid from the budget for additional remuneration must not exceed the amount laid down in the Regulations.
22. An investigator may be paid remuneration under different forms of employment as long as the research tasks covered by the contracts are different or the contracts do not overlap in time.
23. Additional remuneration may also be paid to students and PhD students involved in the project tasks as long as the total funds they receive from the NCN by a student or PhD student (salaries with non-payroll expenses and scholarships) does not exceed 5,000 PLN per month.
24. The cost of publication of monographs resulting from the project may only be incurred upon the NCN's approval. The NCN shall evaluate the monograph referred to in the first sentence within 9 months of receipt thereof in an electronic format. In particular cases, the NCN reserves the right to extend the deadline. The monograph shall be submitted for evaluation in an electronic format and evaluation shall be performed during the project implementation period. The monograph shall be delivered to the NCN in an electronic format within 9 months before the project end date. The evaluation of a monograph shall not affect the final evaluation of project implementation, i.e., it may be deemed that the Agreement has not been implemented in its entirety or in part concerning the evaluated monograph.

§ 3. Amendment to the Project Terms and Conditions

1. The following project terms shall be amended upon the NCN's consent:
 - a. changing the Entity or Principal Investigator,
 - b. shortening the project implementation period (by full months),

- c. extending the project implementation period by more than 12 months as compared to the initial project implementation period (by full months),
 - d. carrying funds over between calendar years affecting the instalments paid to the Entity by the National Science Centre,
 - e. carrying funds over totalling over **<15% of direct costs from the Total item, no more than 100,000 PLN>** in the Budget Table (subject to § 2 (17)), pursuant to the other provisions hereof.
2. A request to amend the project terms, including justification for the amendment referred to in §3 (1) and draft annex to the Agreement, shall be submitted to the NCN by the Principal Investigator and the Entity. In the event of an amendment of the project terms referred to in §3 (1) (b) and §3 (1) (c), the proposal shall be appended with the principal investigator's representation that the amendment has been approved by the head(s) of the foreign research team(s).
3. Any amendment of the terms and conditions of the project other than laid down in §3 (1), including any change in the composition of the project team, shall only be made if approved by the Entity at the Principal Investigator's request, subject to §3 (6).
4. The Entity shall consent to the extension of the project implementation period by no more than 12 months in relation to the initial project implementation period (by full months) at the Principal Investigator's request. The consent referred to in the first sentence shall be effective as long as it has been delivered to the NCN together with the principal investigator's representation that the amendment has been approved by the head(s) of the foreign research team(s) at least one month before the end of the initial project period (end date). The date the consent is sent to the NCN shall be deemed the date of delivery.
5. If the documents referred to in §3(2) and §3(4) contain any errors, the Head of the Entity/ Principal Investigator shall correct them to the extent and by the date required by the NCN.
6. Any substantial amendments, change of research equipment, devices and software to be purchased or manufactured and/or modification of other direct costs may be made by the Principal Investigator as long as such amendments, changes and modifications are in line with the internal rules and regulations of the Entity. The rationale of any such amendments, changes and modifications shall be evaluated during the final settlement or audit referred to in §6 (2) (b). If, as a result of any amendments, changes or modifications made by the Principal Investigator, Appendix 1 or Appendix 3 hereto must be amended, they shall be amended pursuant to § 3 (3) shall apply.
7. The Entity shall notify the NCN of any amendments to the next annual report or final report.
8. The total Project implementation extension period under §3 (1) (c) and under §3 (4) shall not be more than 24 months. Should the Principal Investigator benefit from career breaks on account of maternity leave, adoption leave, paternal leave or parental leave or child care leave granted pursuant to the Labour Code or receive sickness benefit or physiotherapy benefit granted on account of being unfit for work, including any caused by a health condition requiring physiotherapy, the project implementation period may be additionally extended by a period equivalent to such leave or inability to work. The period of 24 months referred to in the first sentence may be additionally extended by the period of monograph review referred to in § 2 (24).
9. In well-justified cases, a request to reduce the Project implementation period by over 12 months shall be reviewed. Any such modification shall involve an update of the budget annexed hereto.

§4. Financial Management

1. The National Science Centre shall disburse the funds to the Entity in instalments paid once a year pursuant to Appendix 3 hereto, by bank transfer to the Entity's bank account

specified in Appendix 3 and designated to the funds for research received from the National Science Centre.

2. The Entity shall keep financial and accounting records for the project and shall keep funds on the bank account specified in §4(1) or bank account designated for the project by the Entity. The costs shall be recorded, and liabilities paid by the date of the final report, within 60 days of the project end date.
3. No change of the bank account specified in §4 (1) shall require the Agreement to be amended but the Entity shall notify the National Science Centre thereof within 7 days, in an electronic format, on sanction of invalidity. The National Science Centre shall withhold any disbursements to the Entity until further e-mail confirmation of the change of the bank account.
4. Funds shall be disbursed as long as they are available on the National Science Centre's bank account.
5. Funds disbursed to the Entity and not used in a calendar year may be used in the next years of project implementation.
6. Indirect costs shall be subdivided into:
 - a. indirect cost of Open access that that may be spent on open access to publications or research data (hereinafter referred to as "indirect costs of OA") and
 - b. other indirect costs that may be spent on costs that are related indirectly to the project, including the cost of open access to publications or research data (hereinafter referred to as "other indirect costs").
7. During the project implementation period, other indirect costs must not be increased as compared to the initial amount specified in the proposal and percentage ratio referred to in the call documents laying down the terms and conditions of the call. During the project implementation period, indirect costs of OA must not be increased as compared to the initial amount specified in the proposal.
8. If the funds used as the basis for calculating the other indirect costs are not spent or are misused, the other indirect costs shall be proportionally reduced, and the balance shall be returned to the National Science Centre's bank account.
9. Other indirect costs shall be settled as a lump sum and deemed incurred subject to §4 (8). The Entity shall agree with the Principal Investigator the coverage of at least 25% of the funds arising from other indirect costs that have been accrued in the project. Expenditures made from that amount must comply with the eligibility criteria laid down in the Types of eligible and non-eligible costs.
10. Indirect costs of OA to publications and research data shall be settled as a lump sum and deemed incurred. Indirect costs of OA shall not be proportionally reduced if funds pursuant to which they are calculated have not been used.
11. Disbursement of the total indirect costs of OA shall be agreed by the Entity and the Principal Investigator and the costs must comply with the Open Access Policy at the NCN referred to in § 2 (1) (g).
12. The total bank interests earned by the Entity in a year on funds disbursed thereto by the National Science Centre shall be returned to National Science Centre's bank account No **88 1130 1150 0012 1243 1420 0004** kept by Bank Gospodarstwa Krajowego o/Kraków by the end of the first quarter of the next year.

§5. Project Results

1. The Principal Investigator and the Entity shall carry out the Project in such a manner as to ensure the achievement of measurable results provided for in the funding proposal.
2. The project results must be evaluated and published in a journal/s of international impact. The extent of international coverage of the research results that have been published shall be subject to evaluation by an expert. If research results are not published internationally, it may be deemed that the Agreement has not been performed in which case the Project funds will have to be returned in their entirety.

3. All publications (including Author Accepted Manuscripts (AAM) or Versions of Record (VoR)), except for monographs, monograph chapters, peer-reviewed collected papers, and post-conference publications resulting from the project must have a unique persistent identifier (e.g. DOI (preferably), URN or Handle) and be made available in open access using the Creative Commons Attribution licence (CC-BY) or Creative Commons Attribution licence (CC BY-SA, on the same terms) pursuant to the NCN's Open Access Policy, as referred to in §2 (1) (g). In the cases agreed with the NCN, papers may also be published using the CC-BY-ND licence. The cost of open access publication shall be well-documented and evidenced in the annual and final reports.
4. The Entity and the Principal Investigator shall ensure access to the publications resulting from the project and evidenced in the annual and final reports. If a paper evidenced in the annual or final report is not regarded as a project outcome paid from the project cost (including direct cost, indirect cost of Open Access and other indirect cost), the cost of its publication and open access distribution must be returned pursuant to §7 (9).
5. The Entity and the Principal Investigator shall display the following information in all publications and papers resulting from the project in Polish: "*Finansowany przez Narodowe Centrum Nauki w ramach konkursu OPUS w programie Weave*" or in English: "*Funded by the National Science Centre, Poland under the OPUS call in the Weave programme*", as well as correct Project registration number. Publications in which the National Science Centre is not displaced as the research funding institution shall not be regarded as project results and shall be disregarded in the project settlement procedure. Furthermore, the Principal Investigator shall display the following notice on the AAM: "*This research was funded in whole or in part by [Funder] [Grant number]. For the purpose of Open Access, the author has applied a CC-BY public copyright licence to any Author Accepted Manuscript (AAM) version arising from this submission*".
6. The data underpinning the scientific publications resulting from the project referred to in §5 (2) and §5 (3) shall be well-documented pursuant to the FAIR Principles standing for Findability, Accessibility, Interoperability or Reusability (the so-called "FAIR Data"). They shall be made available in a repository and, where possible, pursuant to the Creative Commons Public Domain license (CC0 license).
7. The Entity and the Principal Investigator shall include the description for the general public of project results and any graphic materials in the final report and shall consent to their publication in the information materials of the National Science Centre.
8. The Entity and the Principal Investigator shall participate in the surveys and evaluation studies of the National Science Centre during the project implementation period and 5 years thereafter.

§6. National Science Centre's Supervision of the Project

1. The National Science Centre shall supervise implementation of the project, including disbursement of funds allocated therefor.
2. The National Science Centre's supervision of the project shall include:
 - a. ad hoc supervision, including, in particular, the evaluation of annual project reports,
 - b. audit at the Entity's registered office by an audit team appointed by the Director,
 - c. authorising the Director to withhold project funding pending clarification of any doubts identified by the National Science Centre and
 - d. authorising the Director to terminate project funding and terminate the Agreement with immediate effect in the cases provided for in this Agreement.
3. In the case of any irregularities in the performance of the Agreement or other factors jeopardising its proper implementation, including any dispute between the Entity and the Principal Investigator jeopardising the proper implementation of the project, the Entity or the Principal Investigator shall immediately notify the National Science Centre thereof.

4. At the National Science Centre's request, the Principal Investigator and the Entity shall provide the National Science Centre with information or source documents on the project progress and disbursement of project funds. Based on the analysis of the above-mentioned documents, the National Science Centre is authorised to request reimbursement of any improperly spent funds pursuant to § 7 (9).
5. The Principal Investigator and the Entity shall file their annual reports to the National Science Centre by 31 March of any given year. The annual reports shall contain information specified in Appendix 2 hereto. The first annual report shall be filed for the calendar year in which the project was carried out for at least 8 months. If the project performance pursuant to the Agreement ends by 30 April of any given calendar year, the annual report for the previous calendar year shall not be required.
6. The National Science Centre's approval of the annual report shall not constitute the final evaluation of project implementation for any given year. The final evaluation shall be made pursuant to the final report.
7. The National Science Centre shall withhold project funding pending clarification of any doubts in the event that:
 - a. any irregularities in the performance of the Agreement or other factors jeopardising its proper implementation, including a dispute, are found, as referred to in §6 (3),
 - b. an annual report is not submitted on time or an incomplete or incorrect report is filed,
 - c. funds are spent contrary to the Agreement or project results are not achieved at any given stage of project implementation.
8. When funding is withheld (from the moment the Entity is notified thereof until it is notified that funding is restored), the Entity shall not incur any new obligations from the project funds and shall only continue to pay previous liabilities, in particular due under Labour Law. Project funds spent in that period (except for funds referred to in the preceding sentence) shall be reimbursed to the National Science Centre's bank account pursuant to §7 (9) as funds improperly spent.
9. The National Science Centre shall terminate to fund the project in the event that:
 - a. any irregularities in the performance of the Agreement or other factors jeopardising its proper performance are found,
 - b. a dispute referred to in §6 (3) continues over 6 months after withholding funding,
 - c. an annual report is not submitted on time, or an incomplete or incorrect report is submitted, despite the lapse of 30 days from the request to submit, supplement or complete the same,
 - d. funds are spent substantially contrary to the Agreement,
 - e. audit or verification referred to in §6 (4) is not performed or hindered or made impossible,
 - f. the project is performed in breach of this Agreement, as evidenced in the final audit report,
 - g. the Entity is not notified of the circumstances that may jeopardise the proper performance of this Agreement, and
 - h. the National Science Centre's recommendations are not duly implemented or are not implemented on time, e.g., breaches and irregularities found in the course of the audit or verification procedure are not remedied by the date set by the National Science Centre.
10. In the event of withholding project funding, as referred to in §6 (9), the National Science Centre shall terminate this Agreement with immediate effect, subject to §6 (13). The Agreement shall be terminated pursuant to a notice of termination.
11. Should the Agreement be terminated with immediate effect, the Entity shall reimburse all funds disbursed thereto and not yet reimbursed to the National Science Centre's bank account (including indirect cost of Open Access), within 21 days of the date the notice of termination is delivered to the Parties. If the funds are not reimbursed on time, i.e., by the date referred to in the preceding sentence, the Entity shall pay default interest to the National Science Centre totalling no more than laid down in Article 481 §2¹ of the Civil Code.

12. In the event that the Agreement is terminated with immediate effect for reasons laid down in §6 (9) attributable to the Entity or the Principal Investigator as a consequence of their gross breach hereof, the Entity shall pay a contractual penalty to the National Science Centre equivalent to 5% of the awarded funding. The contractual penalty shall not affect the possibility of seeking damages in excess of the contractual penalty, pursuant to the general conditions.
13. Furthermore, the National Science Centre may terminate the Agreement with immediate effect in the event that the Entity's organisational or legal changes jeopardise the performance of this Agreement, in which case §6 (11) shall apply.
14. The Entity shall immediately notify the National Science Centre of any circumstances referred to in §6 (13).
15. The Agreement may be terminated by mutual agreement at the request of the Entity and the Principal Investigator delivered to the National Science Centre during the project implementation for any reasons preventing the performance of this Agreement that cannot be attributable to the Parties.
16. A request to terminate the Agreement by mutual agreement shall be approved provided that:
 - a. all funds that have been disbursed are returned to the National Science Centre's bank account or
 - b. if the National Science Centre is provided with a request to recognise the project cost, any unused costs are returned to the National Science Centre's bank account and the final report is submitted by the date specified by the National Science Centre.
17. Any audits on Entity premises shall be subject to the Procedure for Auditing Undertakings Selected in the Calls Funded by the National Science Centre laid down in Annex 1 to NCN Director No 15/2021 of 24 February 2021 published on the National Science Centre's website (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-15_2021.pdf).
18. The National Science Centre shall perform audits on Entity's premises during the project implementation period and within 5 years thereafter. Failure to comply with the audit requirements after the end of the project shall authorise the National Science Centre to request reimbursement of all funds disbursed to the Entity and not yet returned to the National Science Centre's bank account.
19. The Entity shall perform an external audit of the project the total value of which exceeds 2,000,000 PLN, as specified by the NCN Council.
20. The external audit referred to in §6 (19) shall be subject to the *Guidelines for entities auditing the implementation of research projects funded by the National Science Centre* and under the *Basic Research Programme funded under the EEA Financial Mechanism 2014-2021 and Norwegian Financial Mechanism 2014 – 2021* laid down in Annex 1 to Order No 51/2020 of 18 June 2020 by the Director of the National Science Centre and published on the National Science Centre's website under the "External Audit" tab (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-51_2020.pdf).
21. The Entity and the Principal Investigator shall read the Guidelines for entities auditing the implementation of research projects funded by the National Science Centre, as referred to in §6 (20) hereto and shall accept them accordingly.
22. If no external audit is performed or the external audit is performed contrary to the Agreement, the National Science Centre shall charge a contractual equivalent to 1% of awarded funds. Payment of the contractual penalty shall not release the Entity from its obligation to undergo an audit in a due manner.

§7. Method and Scope of the Final Merit-based Evaluation and Financial Clearance of the project

1. Within 60 days from the project end date, the Entity and the Principal Investigator shall submit a final report to the National Science Centre compliant with the template enclosed as Appendix 2 hereto.
2. If the final report is not submitted on time or an incorrect or incomplete report is submitted, even though 30 days have lapsed since a request to submit, complete or correct it, the National Science Centre shall have the right to terminate the Agreement with immediate effect. If the Agreement is terminated with immediate effect, § 6 (11) shall apply.
3. The final report shall include, *inter alia*, the total costs forecasted and incurred from the date the funding decision becomes final until the project end date, constituting the financial report on the project. Evaluation of the financial report shall comprise the analysis of the actual use of funds in relation to the forecasted expenditures. Any changes in this respect shall be verified for compliance with the Agreement.
4. The Director shall settle the Agreement once the financial statement submitted by the Entity has been submitted and once the merit-based evaluation of the project has been successfully completed by the Expert Team and the NCN Council.
5. As a result of the settlement, the Agreement shall be deemed:
 - a. performed,
 - b. performed with identified irregularities and obligation to reimburse part of the funds,
 - c. not performed with an obligation to reimburse the funds in their entirety.
6. The merit-based evaluation of the final reports shall focus, in particular, on:
 - a. academic rank of the project/research results, including their innovative nature and impact on the development of the scientific field/discipline;
 - b. dissemination of the project/research results, with particular regard of § 5 (2) and § 5 (3);
 - c. compliance of the tasks with the Agreement;
 - d. relevance of the costs incurred against the tasks completed and results obtained,
 - e. relevance of any changes made;
 - f. management of data collected, generated and analysed during the project implementation period and its availability in open access; and
 - g. other specific criteria laid down in the call documents of each specific call.
7. If the forecasted research tasks were performed correctly but the project generated negative results, the Agreement shall not be deemed „not performed”, provided that the changes introduced during the project are considered legitimate during the final settlement or audit.
8. Unused project funds shall be returned within 60 days of the project end date. If the Entity does not return the funds within the timeframe referred to in the preceding sentence, the Entity shall pay default interest to the National Science Centre up to the maximum amount laid down in Article 481 § 2¹ of the Polish Civil Code.
9. Improperly used funds shall be returned to the National Science Centre's bank account within 21 days of the day the Parties receive the request to return the funds. If the entity does not return the funds by the date referred to in the preceding sentence, the Entity shall pay the National Science Centre interest for delay at the maximum amount laid down in Article 481 § 2¹ of the Polish Civil Code. This clause shall also apply to the return of improperly used funds discovered during the external audit or audit or ad hoc supervision.
10. If the Agreement is deemed “not performed with an obligation to reimburse the funds in their entirety” (§7 (5) (c)) for reasons that can be attributable to the Entity or the Principal Investigator and that result from a gross breach of their obligations hereunder, the National Science Centre shall be entitled to charge a contractual penalty on the Entity equivalent to 5% of the awarded funding. Charging a contractual penalty shall not exclude the possibility to claim damages in excess of the amount of the reserved penalty on general terms.
11. If the competent state authorities decide, based on separate provisions and audits carried out pursuant to § 6 (18), that the final report has been drafted incorrectly or is unreliable,

the National Science Centre may request that the Agreement settlement procedure be repeated.

12. Pursuant to Article 35 (a) of the Act on the National Science Centre, the Entity may request that the National Science Centre remit financial liabilities resulting from the settlement of funds awarded pursuant to Article 33 (1) of the Act, postpone the deadline to return the funds or divide it into instalments. The National Science Centre reserves the right to review the requests received within 21 days of the date the Entity is served the letter requesting the return of funds.

§8. Final Provisions

1. The rights and obligations of the Parties as well as claims against the National Science Centre arising hereunder shall not be transferred to third parties without the National Science Centre's consent.
2. Any dispute arising hereunder shall be resolved by a common court with jurisdiction over the registered office of the National Science Centre.
3. Pursuant to this Agreement, an electronic format shall mean a statement of will submitted in an electronic format and signed with a qualified electronic signature in PAdES format.
4. Pursuant to this Agreement, a written form shall mean a statement of will in the form of a document signed by hand.
5. Pursuant to this Agreement, a document form shall mean a statement of will submitted in an electronic format and signed with an advanced electronic signature in PAdES format pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
6. Subject to the exceptions provided for in the Agreement, any statements and communications shall be made by the Parties hereunder in an electronic format, document form or in written form.
7. The Agreement may be amended in the form of an annex in an electronic format or document form, on sanction of invalidity, unless otherwise provided herein.
8. The Agreement may be terminated by the National Science Centre with immediate effect or by mutual agreement of the Parties in an electronic format or document form, on sanction of invalidity.
9. Annual and final reports generated from the OSF system shall be submitted to the National Science Centre in an electronic format or document form.
10. The Principal Investigator and the Entity shall notify the National Science Centre, in an electronic format or in document form, of any changes to the essential data included in the Agreement, e.g., assigning PESEL (personal identification number) to the Principal Investigator, change of their name and address, change of the Entity's name, address, REGON (statistical number) and NIP (tax identification number), within 7 days, otherwise any and all activities carried out by the National Science Centre with the use of invalid data shall be deemed effective with respect to the Principal Investigator and the Entity.
11. Any Appendices to the Agreement shall constitute its integral part.
12. Documents shall be delivered to the National Science Centre in an electronic format or document form via its Electronic Delivery Box to the address: /ncn/SkrytkaESP or via the OSF system (for documents that can be submitted via the OSF system).
13. Any amendment hereto involving financial implications in a given financial year shall be made by 15 November of that year at the latest.
14. Whenever this Agreement refers to the return or reimbursement of funds, the date National Science Centre's bank account is credited with the funds shall be deemed the date the funds are returned or reimbursed.
15. This Agreement and any annexes and understandings thereto may be signed by the National Science Centre's officers authorised thereto by the NCN Director. A list of officers authorised by the NCN Director is available in the Bulletin of Public Information of the National Science Centre at the *Działalność/ Pełnomocnictwa* [Activity/ Authorisations] tab.

16. This Agreement shall be delivered to the National Science Centre, the Entity and the Principal Investigator.

OPUS 26LAP/WEAVE - AGREEMENT TEMPLATE

Appendix 1: Research Plan to Agreement No UMO-<proposal_registration_number>

<Research Task>

OPUS 26LAP/WEAVE - AGREEMENT TEMPLATE

Appendix 2: Data required in the Annual/ Final Report

RESEARCH PROJECT ANNUAL / FINAL REPORT ¹ NATIONAL SCIENCE CENTRE	
This Report covers the following years ² ...	
KEY INFORMATION	
A.	ENTITY: Entity's name, address, telephone/fax number, e-mail, website, Electronic Delivery Box (ePUAP) address, NIP (tax identification number), REGON (statistical number), Head of the Entity (name, academic title, position). <i>Description of changes³</i>
B.	PRINCIPAL INVESTIGATOR: academic degree/title, name, telephone number, e-mail, gender, nationality (country). <i>Description of changes³</i>
C.	INFORMATION ON THE PROJECT: title (in Polish), title (in English), registration number, agreement number, funds awarded under the Agreement, project performance period (number of months), start date (YYYY-MM-DD), end date (YYYY-MM-DD), keywords, auxiliary NCN review panels (in accordance with the funding proposal). <i>Description of changes³</i>
INFORMATION ON TASKS COMPLETED AND COSTS INCURRED	
D. SCIENTIFIC REPORT⁴	
<p><i>Page limit: 5 A4 pages. Please enter: 1. Key achievements of the Project (in points); 2. Brief description of research results; 3. Objectives included in the funding proposal that were attained and that were not, explaining why; have any additional objectives been attained? (in particular, indicate the research tasks:</i></p> <ul style="list-style-type: none"> <i>- completed according to the research plan,</i> <i>- partially completed (with explanations),</i> <i>- modified in relation to the research plan included in the Agreement, including information on any changes approved by the entity or NCN, as well as substantive changes resulting from the course of work,</i> <i>- not completed, with reasons why); 4. Current and expected impact of the Project on the development of the scientific discipline and the development of other disciplines, 5 (for projects carried out in international cooperation) scope/nature of international cooperation, related advantages (if any) and tangible benefits (short description).</i> 	
E. RESEARCH TASKS CARRIED OUT IN ACCORDANCE WITH THE RESEARCH PLAN	
No	Name of the research task
1	
2	
<p><i>Explanation (mandatory) in the event of a research plan change.</i></p> <p><i>Explanation of discrepancies between the actual project performance and the original research plan.</i></p>	
F. PAPERS SUBMITTED FOR PUBLICATION, ACCEPTED FOR PUBLICATION OR PUBLISHED AS A RESULT OF THE PROJECT, OPEN RESEARCH DATA	
<p><i>A pdf file must be attached for all publications (for publications with the status "submitted" or "accepted for publication") and the DOI number must be provided in the case of published papers.</i></p> <p><i>The publication must contain information that the research was funded by the NCN (pursuant to the funding agreement).</i></p>	
<p>PAPERS IN JOURNALS⁵: <i>publication status (published, accepted for publication, submitted), open access, licence (CC-BY, CC-BY-ND, CC-BY-SA, other), OA model (Route 1: Open Access journal or Open Access platform registered, or with pending registration, in the Directory of Open Access Journals; Route 2: AAM or VoR of a paper published in a subscription (hybrid) journal; Route 3: transformative journal/ journal covered by an Open Access licence within the framework of a transformative agreement), costs incurred from project funds for Open Access publication fee, date of submission to the publisher/publishing house (the submission date must not be earlier than the date the decision becomes final), author/s, title, publication title, volume, pages, publisher, publication year, DOI</i></p>	

¹ Select as appropriate.

² Only for annual report. Enter the calendar year. The annual report must be submitted by 31 March of the year following the reporting year. The first annual report must be submitted for the calendar year in which the Project was performed for at least 8 month and comprise the period from the Project start date to 31 December.

³ Please describe all amendments, including those made by way of an Annex to the Agreement.

⁴ Not to be completed in the annual report.

⁵ For further publications, add rows according to the table format.

<p>or any other persistent identifier (if DOI has not been assigned), link to the open access publication, PDF of publication</p>					
<p>CHAPTERS IN BOOKS Błąd! Nie zdefiniowano zakładki.: publication status (published, accepted for publication, submitted), open access, licence (CC-BY, CC-BY-ND, CC-BY-SA, other), open access publication option (golden or green), embargo period, costs incurred from project funds for Open Access publication fee, date of submission to the publisher/publishing house, (the submission date must not be earlier than the date the decision becomes final), author/s, title, book title, volume, pages, publisher, publication venue, publication year, DOI or any other persistent identifier (if DOI has not been assigned), link to the open access publication, PDF of publication</p>					
<p>BOOKS Błąd! Nie zdefiniowano zakładki.: publication status (published, accepted for publication, submitted), open access, licence (CC-BY, CC-BY-ND, CC-BY-SA, other), open access publication option (golden or green), embargo period, costs incurred from project funds for Open Access publication costs, date of submission to the publisher/publishing house (the submission date must not be earlier than the date the decision becomes final), author/s, book title, volume, pages, publisher, publication venue, Open Access publication year, DOI or any other persistent identifier (if DOI has not been assigned), link to the open access publication, PDF of publication</p>					
<p>PAPERS IN POST-CONFERENCE PUBLICATIONS⁵: publication status (published, accepted for publication, submitted), open access, licence (CC-BY, CC-BY-ND, CC-BY-SA, other), , OA model (Route 1: Open Access journal or Open Access platform registered, or with pending registration, in the Directory of Open Access Journals; Route 2: AAM or VoR of a paper published in a subscription (hybrid) journal; Route 3: transformative journal/ journal covered by an Open Access licence within the framework of a transformative agreement), costs incurred from project funds for Open Access publication fee, date of submission to the publisher/publishing house (the submission date must not be earlier than the date the decision becomes final), author/s, title, post-conference volume title, conference title, pages, publisher, publication venue, publication year, conference date, DOI or any other persistent identifier (if DOI has not been assigned), link to the open access publication, PDF of publication</p>					
<p>ARTISTIC ACHIEVEMENTS*</p> <ul style="list-style-type: none"> - type of achievement (e.g., a work of art, a conservation and restoration work, a musical score, a record, directing a movie, a play, an opera, playing a lead role, authoring an individual exhibition, actively participating in a foreign or domestic festival with an international impact, directing an international artistic venture) - author/ artist - title/ name - year - venue - publisher/ producer (if applicable) - distributor (if applicable) - prizes, awards (if applicable) - information material on the achievement or a website with information material on the achievement and/or a record of the achievement (e.g., exhibition catalogue, festival catalogue, conservation and restoration documents, program of a play, description of the distributor), - cost of achievement covered by the project funds <p>* The project results must be evaluated and published in a journal/s of international impact.</p>					
<p>OPEN DATA or METADATA: type, title, author, open access repository submission date, language, licence, persistent identifier (e.g. original DOI including the phrase "doi", e.g. "doi:10.1234/abc"), link to the data.</p>					
<p>PLEASE NOTE: The information below is not mandatory but may help the Expert Team to establish the link between the publication and completed research tasks.</p> <p>EXPLANATION:</p> <p>a) research tasks must be linked to:</p> <ul style="list-style-type: none"> - scientific publications in internationally recognised peer-reviewed academic press/ journals , - monographs, - books /book chapters, - articles in post-conference publications, - open data or metadata, - patents, - artistic achievements, <p>b) in the case of publications acknowledging multiple grants, specify the outcome of projects that have been settled;</p> <p>c) if the outcome of research resulting from a research task has not been published, justify or describe publication plans.</p>					
<p>G. LIST OF RESEARCH EQUIPMENT, DEVICES AND SOFTWARE PURCHASED OR MANUFACTURED FOR THE PURPOSES OF THE PROJECT</p>					
No	Name of equipment	Number of items	Forecasted costs	Costs of research equipment, devices and	Total cost of purchase of research equipment, devices, and software

				software incurred with project funds ⁶			
				Year	Year	TOTAL	
1.							
2.							
			TOTAL:				

<p>Is the equipment purchased during the project performance compliant with the funding proposal? If the answer is NOT, please describe the changes made and justify them in the box below³.</p>	<p>YES/ purchase of equipment has not been planned/NO¹</p>
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H. STATEMENT OF COSTS FORECASTED AND INCURRED (PLN) – FINANCIAL STATEMENT⁷

The project budget is indicative and cannot be modified pursuant to the funding agreement.

No	Item	Costs incurred with project funds ⁶					
		Year		Year		Total	
		Planned	Incurred	Planned	Incurred	Planned	Incurred
1	Direct costs, including:						
	- costs of salaries and scholarships, including:						
	- full-time salary						
	- additional salary						
	- salaries and scholarships for students and PhD students						
	- cost of research equipment, devices and software						
	- other direct costs						
2.	Indirect costs						
	- indirect costs of OA						
	- other indirect costs						
3.	Total costs						

<p>Are the costs incurred during the project performance compliant with the costs in the funding proposal? If the answer is NO, please describe and explain the changes below, justify them and specify items affected by the movements of funds and the amounts of such movements³.</p>	<p>YES/NO¹</p>
---	---------------------------

<p>Have any annexes adjusting the budget been concluded with the National Science Centre? If so, please fill in the columns "Planned (compliant with the annex)" for every year, in compliance with the annex⁴.</p>	<p>YES/NO¹</p>
--	---------------------------

I. PROJECT TEAM

Please specify all persons participating in the project, including those not listed in the funding proposal. Please fill in the data on the planned remuneration for the project investigators, in compliance with the funding proposal.

1. Planned number of investigators					
2. Principal investigator and other investigators ⁸					
1	Academic degree/ title	Name	PESEL (Personal Identification Number) /date of birth and country of origin	Is the investigator employed by the host institution pursuant to an employment contract?	Role in the project (choose: principal investigator / investigator)

⁶ If necessary, insert an additional column.

⁷ In part H, enter a budget summary for the costs planned and incurred until the end of the period to which they pertain. The budget summary for the costs planned and incurred in the final report is the project financial statement.

⁸ For consecutive investigators please add rows according to the table format.

	Scope of work in the project	Type of position ⁹	Number of remuneration months ¹⁰	Form of employment ¹¹
	Remuneration planned ¹²	Remuneration cost ⁶		
		Year	Year	TOTAL
	Total remuneration			
<i>Explanations of remuneration amount, form of employment and changes in the composition of investigators (optional):</i>				

J. OTHER DIRECT COSTS						
OTHER DIRECT COSTS	Year		Year		Total	
	Forecast ed	Actual	Forecast ed	Forecast ed	Actual	Actual
1. Materials and small equipment						
<i>Explanation of the cost of materials and small equipment (optional)</i>						
2. Outsourcing						
<i>Explanation of the cost of outsourcing (optional):</i>						
3. Business trips						
<i>Explanation of the cost of business trips (optional):</i>						
4. Visits and consultations						
<i>Explanation of the cost of visits and consultations (optional):</i>						
5. Collective investigators						
<i>Explanation of the cost of collective investigators (optional):</i>						
6. Other costs						
<i>Explanation of other costs (optional):</i>						

APPROVALS/ OPINIONS/PERMITS FOR RESEARCH

Was it required to have the approvals/opinions/permits/authorisations of the competent committees for the research carried out during the reporting period? YES/NO¹

If YES, please attach (all required out of the following):

- permit(s) and/or favourable opinion(s) of the competent bioethics committee;
- permit(s) of competent ethics committee for animal testing;
- permit(s) on the grounds of regulations on micro-organisms and genetically modified organisms (GMOs);
- permit (s) and/or authorisations for research on protected species or in protected areas,
- 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;
- other authorisations in accordance with good practice in the field/discipline concerned.

If the project comprises tests requiring several permits, all of them should be attached. Permits should be specified in the next annual/final report submitted after granting of a certain permit.

INFORMATION AND REPRESENTATIONS

1. I represent that the persons indicated in this report have read the disclosure requirements at: <https://ncn.gov.pl/en/dane-osobowe> (disclosure requirements under Article 14(1) and Article 14(2) of the General Data Protection Regulation), (OJ L 2016, No. 119, p. 1).

2. Has the principal investigator resided in Poland for at least 50% of the project duration period and been available to the participating entity for the project?⁴
YES/NO (in case of "NO", provide an explanation)

3. Has the Principal Investigator successfully cooperated with the Entity in the Project?
YES/NO (in case of "NO", provide an explanation)

4. Has the Entity agreed with the Principal Investigator the coverage of at least 25% of other indirect costs? ⁴

⁹ Post-docs, NCN scholarship recipient, doctoral school scholarship recipient, student/ PhD student, principal Investigators employed under the FTE employment budget, other.
¹⁰ Total number of months of remuneration paid. Applies to principal investigators whose salaries are paid from the budget of "full-time salaries", post-docs and NCN scholarship recipients.
¹¹ Total FTE employment contracts, non-FTE employment contracts, civil-law contracts, employment contract bonuses, NCN scholarships, doctoral scholarship, no remuneration.
¹² Remuneration must comply with the project funding proposal.

YES/NO (in case of "NO", provide an explanation)			
5. The documents confirming the Project performance can be viewed:			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
6. Documents comprising Project deliverables is available on the participating entity's premises			
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	c) telephone number:
7. Person responsible for drafting the report:			
a) name:			
b) telephone /fax number		c) e-mail:	

ADDITIONAL INFORMATION ⁴					
K. DESCRIPTION OF RESEARCH RESULTS FOR GENERAL PUBLIC ⁴					
<i>A description for the general public. No more than one standard page. The description should include key tasks/activities undertaken and the significance of the project – the impact on the development of the discipline, the state of existing knowledge and the importance of research for society. If you have interesting graphic materials that illustrate the project (e.g. drawing, photograph, model), please attach them to the report in an electronic version (jpg, bmp, pdf).</i>					
POLISH LANGUAGE VERSION			ENGLISH LANGUAGE VERSION		
...				
The Entity and the Principal Investigator agree to include the above description and graphic materials, free of charge, in the National Science Centre's information literature.					
L. DISSEMINATION OF PROJECT DELIVERABLES – RESEARCH PROJECT DELIVERABLES					
Form of dissemination					
Conference /symposium: <i>description (up to 2000 characters), including nature of participation in a conference / symposium, e.g. presentation, poster, organisation, participation, membership in a scientific committee</i>					
Event popularising science: <i>description (up to 300 characters).</i>					
Other forms of dissemination of research results: <i>description (up to 300 characters).</i>					
Website: <i>description (up to 300 characters), including information on whether project website was launched and/or whether the project results were published on the website of the participating entity for the project or other entities.</i>					
Entering the item into a public database: <i>description (up to 300 characters).</i>					
Ł. ACADEMIC DEGREES ⁴					
Academic degrees awarded as a result of Project performance					
No.					
No.	Academic degree	First name	Surname	Award date	Title of thesis
	Title of thesis				
	Title of thesis				

The data management plan described in the proposal must be adhered to during the Project performance		
DATA MANAGEMENT PLAN ⁴		
1. DESCRIPTION OF THE DATA AND THE EXTRACTION OR REUSE OF AVAILABLE DATA		
	PLAN	EXECUTION
How to obtain and process new data and/or reuse available data		
Acquired or processed data (e.g. type, format, quantity)		
2. DOCUMENTATION AND DATA QUALITY		
	PLAN	EXECUTION
Metadata and documents (e.g. methodology or data extraction and ordering) accompanying data)		
Data quality control measures in place		
3. STORAGE AND BACKUP DURING RESEARCH		

	PLAN	EXECUTION
Storage and backup of data and metadata during the research process		
Method used to safeguard data security and protection of sensitive data during the research process		
4. LEGAL REQUIREMENTS, CODE OF CONDUCT		
	PLAN	EXECUTION
Method used to safeguard compliance with the personal data and data security rules when processing personal data		
Method used to manage other legal issues, e.g. intellectual property rights or property. Effective legislation		
5. ACCESS TO DATA AND LONG-TERM STORAGE OF DATA		
	PLAN	EXECUTION
The way and timing of making the data available. Possible restrictions on giving access to data or reasons for embargoes		
Method used to select data to be stored and the location of long-term data storage (e.g. repository or data archive)		
Methods or software tools to access and use the data		
Method used to ensure that a unique and persistent identifier (e.g. Digital Object Identifier (DOI)) is used for each data set		
6. DATA MANAGEMENT TASKS AND RESOURCES		
	PLAN	EXECUTION
Person (e.g. function, position and institution) responsible for data management (e.g. data steward)		
Resources (e.g. financial and time) to manage data and ensure traceability, access, interoperability and re-use of data		

REPORT DRAFTED ON

Head of Entity/ Authorised Representative
of Entity

Principal Investigator

Appendix 3

A. Budget Table to Agreement No UMO-<proposal_registration_number>

Individual budget items (PLN):

	Year 20...	Year 20...	Year 20...	Total [PLN]	Year 20...
Direct costs, including:					
- cost of salaries and scholarships, including:					
-- full-timer remuneration					
-- additional remuneration					
-- scholarships and salaries for students and PhD students					
- cost of research equipment, devices and software					
- other direct costs					
Indirect costs, including:					
- indirect costs of OA					
- other indirect costs					
Total costs					

B. Bank account number of the Entity to which the funds will be transferred:

<bank account specified in agreement >, <bank account number specified in agreement >

C. Bank account number of the National Science Centre to which repayments should be made:

if they concern appropriations entered in the current financial year by the National Science Centre:

Bank Gospodarstwa Krajowego o/Kraków, No 45 1130 1150 0012 1243 1420 0002

if they concern appropriations committed in previous financial years:

Bank Gospodarstwa Krajowego o/Kraków, No 88 1130 1150 0012 1243 1420 0004