<contracting_party's_name > (Entity) <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 funded under SHENG 4

concluded in Krakow, on the date of singing 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 > (*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)

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)

hereinafter referred to as the "Principal Investigator",

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

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

§1. General Information

 This Agreement shall lay down the terms and conditions for the implementation, funding and settlement of the research project <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 "SHENG 4" call announced by the National Science Centre, hereinafter referred to as the "project".

- 2. The project shall be carried out by <rr/>centity's_name >.
- 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 performance period shall last <project_performance_period> month(s).
- The project shall end on the date specified in the OSF submission system administered by the National Information Processing Institute (OPI) when the project performance 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 Joint Project Description (JPD),
 - 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 the Act 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 or Act on Medical Devices,
 - other permits required pursuant to the best practice in a field,
 - f. terms and conditions laid down in the call documents for the call for proposals, including NCN Council Resolution No 115/2024 of <u>14 November 2024 on the terms</u> and regulations on awarding funding for research funded by the National Science <u>Centre under SHENG 4 for Polish-Chinese research projects</u>, hereinafter referred to as the "Regulations", in particular Annex 2 to the Regulations (Costs in research projects funded by the National Science Centre under Sheng 4, hereinafter referred to as the "Types of eligible and non-eligible costs"),
 - g. NCN's Open Access Policy concerning Open Access to 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 (<u>https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-38 2020 ang.pdf#page=2</u>,

https://www.ncn.gov.pl/sites/default/files/pliki/zarzadzeniadyrektora/zarzadzenieD yr-40 2020 ang.pdf), as amended by the NCN Director 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 performance 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 Head of 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 performance 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 performance, 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 an agreement to perform tasks in the project, concluded in a written form. 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. Funds for additional remuneration paid to the Research Team members must not replace (e.g. as funding or reimbursement) any component of their current remuneration paid by the Entity under their existing employment contracts.
- 10. The Entity shall employ the Principal Investigator pursuant to at least a half-time employment contract for the project performance 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 performance 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 third 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 postdocs is no more than twice the project performance period.
- 12. NCN scholarships for students and PhD students involved in the project performance 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 25/2024 of 4 March 2024 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 at doctoral schools as long as they meet the applicable provisions of the Act on Higher Education and Science of 20 July 2018 (consolidated text in Journal of Laws 2024, item 1571, as amended) required for the disbursement of doctoral scholarships for the duration of the project tasks.
- 16. Funds appropriated pursuant to the *Types of eligible and ineligible costs* for an increased amount of doctoral scholarships for PhD students after the month of their mid-term evaluation in excess of **[number of months x 10 000 PLN (maximum monthly call rate)]**

shall be paid thereto as a doctoral scholarship after the month of their mid-term evaluation or shall be reimbursed to the National Science Centre.

- 17. The budget for "full-time salaries", "salaries and scholarships for students and PhD students" and "additional remuneration" can only be modified as follows:
 - a. the budget for "full-time salaries" and the budget for "salaries and scholarships for students and PhD students" laid down in the proposal can be modified by reallocation of funds between the categories, subject to §2 (16). An increase in the budget for "full-time salaries" must not result in the annual salary limits for the post, as laid down in the *Types of eligible and non-eligible costs*, being exceeded. An increase in the budget for "salaries and scholarships for students and PhD students" must not result in the total budget for salaries and scholarships for students and PhD students per each month of project performance, as laid down in the *Types of eligible and non-eligible costs*, being exceeded;
 - b. an increase in the budget for "full-time salaries" and the budget for "salaries and scholarships for students and PhD students" laid down in the proposal, by reallocation of the funds for research equipment, devices and software or other direct costs to the above-mentioned categories, subject to §2 (16). An increase in the budget for "full-time salaries" must not result in the annual salary limits for the post, as laid down in the *Types of eligible and non-eligible costs*, being exceeded. An increase in the budget for "salaries and scholarships for students and PhD students" must not result in the total budget for salaries and scholarships for students and PhD students per each month of project performance, as laid down in the *Types of eligible and non-eligible costs*, being exceeded;
 - c. an increase in the budget for "additional remuneration" laid down in the proposal:
 - whereby the Principal Investigator's salary shall be modified by reallocation of the budget for Principal Investigator's full-time employment if it is paid by the Entity from other sources than NCN-funded projects and within the limit laid down in the *Types of eligible and non-eligible costs,* including the number of months calculated from the first month of disbursement from the budget for "additional salaries" to the project end date;
 - within the limit laid down in the *Types of eligible and non-eligible costs*, by reallocation of the funds for research equipment, devices and software or other direct cost,
 - d. a decrease of the budget for "additional remuneration" laid down in the proposal.
- 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 used pursuant to §2 (17) or 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 from 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 are not paid under another project funded by the NCN.
- 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 (salaries with non-payroll expenses and scholarships) does not exceed 5,000 PLN per person per month.

§ 3. Amendment to the Terms and Conditions of the Project

- 1. The following terms and conditions of the project shall be amended with NCN's consent:
 - a. changing the Entity or Principal Investigator,
 - b. shortening the project performance period (by full months),
 - c. extending the project performance period by more than 12 months as compared to the initial project performance period (by full months),
 - d. carrying funds over between calendar years affecting the instalments paid to the Entity by the National Science Centre, and
 - e. carrying funds over in the Budget Table (subject to §2 (17), totalling over <15% of direct costs from the Total item, no more than 100,000 PLN>, pursuant to the other provisions hereof.
- 2. A request to amend the terms and conditions of the project, 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. If the terms and conditions are amended pursuant to §3 (1) (b) and/or § 3 (1) (c), the proposal shall be appended with the Principal Investigator's statement that the Principal Investigator of the Chinese research team has consented to the amendment.
- 3. Any amendment of the project terms other than laid down in §3 (1), including change in the composition of the project team and modifications laid down in §2 (17) and §2 (18) within the limit set in §3 (1) (e), shall only be made with Entity's consent at the Principal Investigator's request, subject to §3 (6).
- 4. The Entity shall consent to the extension of the project performance period by no more than 12 months in relation to the initial project performance 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 is delivered to the NCN alongside the Principal Investigator's statement that the Principal Investigator of the Chinese research team has consented to the amendment, 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 the error to the extend 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 amendments, changes or modifications made by the Principal Investigator, Appendix 1 or Appendix 3 hereto must be amended, § 3 (3) shall apply.
 - The Entity shall notify the NCN of any amendments in the next annual report or final report. The total extension of the project performance 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 performance period may be additionally extended by a period equivalent to such leave or inability to work.

9. In well-justified cases, a request to reduce the project performance 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 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 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 and not used in a calendar year may be used in the next years of project performance.
- 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 performance 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 performance 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, they shall be proportionally reduced and 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*. Any expenditure paid from the foregoing amount must comply with the current needs and stage of project performance.
- 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. The Entity shall agree the disbursement of the total indirect costs of OA with the Principal Investigator, and the costs must comply with the NCN's Open Access Policy 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 the 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 Deliverables

Agreement No <agreement_No > - generated<date
> <time> by <first name> <surname> [operator]

- 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 deliverables must be evaluated and published in a journal/s of international impact. The extent of international coverage of the research output that have been published shall be evaluated by experts. The research deliverables must be published internationally, otherwise the Agreement shall not be deemed performed in which case the project funds will have to be returned in their entirety.
- 3. All publications, 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 pursuant to the NCN's Open Access Policy, as referred to in §2 (1) (g). The cost of Open Access publication shall be well-documented and evidenced in the annual and final reports. The exception laid down in the first sentence shall not apply to post-conference peer-reviewed publications which are the only project deliverables submitted for settlement.
- 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 displace the National Science Centre's full name in Polish (*Narodowe Centrum Nauki*) or English (*National Science Centre, Poland*) as well as correct project registration number, in all publications and papers resulting from the project. Publications in which the National Science Centre is not displaced as the research funding institution shall not be regarded as project deliverables 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 deliverables 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 performance period and up to 5 years thereafter.

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

The National Science Centre shall supervise the project performance, 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 in 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 performance 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 abovementioned 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 performance 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 deliverables are not achieved at any given stage of project performance.
- 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 project funding shall be discontinued 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 fails to report any 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. Should project funding be withheld pursuant to §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. Should the Agreement be 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 performance 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 if:
 - a. all funds that have been disbursed are returned to the National Science Centre's bank account or
 - b. 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, following the latter's receipt of a request to recognise the project cost.
- 17. An audit in the Entity's registered office 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 Order No 15/2021 of 24 February 2021 by the Director of the National Science Centre, published on the NCN website (<u>https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr15_2021.pdf</u>).
- 18. The National Science Centre shall perform audits in the Entity's registered address during the project performance 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. Projects with the total value exceeding PLN 2,000,000 specified by the NCN Council, shall be subject to an external audit.
- 20. External audits 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, published on the NCN website under the "External Audit" tab (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr51 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 an external audit is not performed or is performed contrary to the Agreement, the National Science Centre shall charge a contractual penalty 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 of the project end date, the Entity and the Principal Investigator shall submit a final report to the National Science Centre according to the template enclosed hereto as Appendix 2.
- If the final report is not submitted on time or an incorrect or incomplete report is submitted within 30 days of the request to submit, complete or correct it, being served, 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 has become 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 received and once the project has been successfully evaluated by the Expert Team and the NCN Council. Their evaluation outcome shall be final.
- 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 deliverables, with particular regard to § 5 (2) and § 5 (3);
 - c. compliance of the tasks with the Agreement;
 - d. relevance of the costs incurred against completed tasks and deliverables,
 - e. relevance of any modifications;
 - f. management of data collected, generated and analysed during the project performance period and its availability in Open Access; and
 - g. other specific criteria laid down in the call documents of each call.
- 7. If the project generates negative results although the forecasted research tasks have been performed correctly, the Agreement shall not be deemed "not performed", as long as the modifications made during the project performance period 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 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.
- 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, as a result of 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 performed under § 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 settled 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 to the electronic delivery address (EDA) of the National Science Centre (AE:PL-30168-16398-EHSIE-12) or via the OSF system (for documents that can be submitted via the OSF system).
- 13. Any amendment hereto involving financial implications in a financial year shall be made by 15 November of that year.

- 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.

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

<Research Task>

Appendix 2: Data required in the Annual/ Final Report

RESEARCH PROJECT ANNUAL / FINAL REPORT¹¹ NATIONAL SCIENCE CENTRE This Report covers the following years² 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). Changes and modifications B. PRINCIPAL INVESTIGATOR: academic degree/title, name, telephone number, e-mail, gender, nationality (country). Changes and modifications 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). Changes and modifications 3 INFORMATION ON TASKS COMPLETED AND COSTS INCURRED **D. SCIENTIFIC REPORT**⁴ 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: - completed according to the research plan, - partially completed (with explanations), - 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, 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 performed in international collaboration: scope/ nature of international collaboration, benefits of such collaboration (if any) and information if such collaboration has yielded tangible effects (short description). E. RESEARCH TASKS CARRIED OUT IN ACCORDANCE WITH THE RESEARCH PLAN No Name of the research task 1 2 Explanation (mandatory) in a research plan has been modified. Explanation of discrepancies between the actual project performance and the original research plan. F. PAPERS SUBMITTED FOR PUBLICATION, ACCEPTED FOR PUBLICATION OR PUBLISHED AS WELL AS AVAILABLE DATA RESULTING FROM THE PROJECT 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 for papers that have been published. The publication must contain information that the research was funded by the NCN (pursuant to the funding agreement). PAPERS IN JOURNALS⁵: publication status (published, accepted for publication⁴, submitted⁴), 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 or any other persistent identifier (if DOI has not been assigned), link to the Open Access publication, PDF of publication CHAPTERS IN BOOKS⁵: publication status (published, accepted for publication⁴, submitted⁴), 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 fin al), 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 BOOKS⁵: publication status (published, accepted for publication⁴, submitted⁴), 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, da te of submission to the publisher/publishing house (the submission date must not be earlier than the date the decision becomes fin al), 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 PAPERS IN POST-CONFERENCE PUBLICATIONS⁵: publication status (published, accepted for publication⁴, submitted⁴), 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

- ⁴ Not to be completed in the annual report. ⁵ For further publications, add rows according to the table format.

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.

Agreement No <agreement No > - generated<date> <time> by <first name> <surname> [operator]

ARTIST	IC ACHIEVEMENTS*								
a lead	d role, authoring an individual exhibit								
	,								
	ame								
– year – venue									
 publis 	her/ producer (if applicable)								
		website with	information mat	erial on the ach	ievement and/	or a record o	f the ac	chi evement (e	.g., exhibitio
			on documents, p	rogram of a pla	y, description of	of the distrib	utor),		
			impact.						
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If the an	swer is NOT, please describe the chan	ges made al	nd justify them in	the box below	3 _.				
				. ,					
	The project budge	et is indicativ	e and cannot be						
No	Itom			C	osts incurred v	vith project fu	unds ⁶		
	item		Ye	ar		Year		To	otal
			Planned	Incurred	Planned	Incurred	1	Planned	Incurred
- 0		ıding:							
	- salaries and scholarships for stude	nts and PhD			1				
		d ooftwar-			+				
		iu soltware							
2. In	direct costs								
					+				
3. Тс					1				
		nance comp	liant with the cos	sts in the fundin	g proposal? If a	the answer			<u> </u>
is NO, pl	lease describe and explain the change							YES/NO	C1
		oncluded wi	th the National S	Science Centre	? If so, please	fill in the			
			ar, in compliance	with the annex				YES/NO	۱
			I. PROJE	CT TEAM					
						adina nran			
riease fi	ווי וויו נחפ ממנמ on the planned remuneral	uon for the p	roject investigat	ors, in compliai	ice with the ful	iaing propos	aı.		
1. Planne	ed number of investigators								
	=								

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. Agreement No <agreement_No > - generated<date> <time> by <first name> <surname> [operator]

2. Pr	incipal investigator and other investigato	ors ⁸					
1	Academic degree/ title	Name	PESEL (p identificatio /date of birth of or	n number) and country	Is the investigator employed by the host institution pursuant to an employment contract?	(choose: pri	n the project incipal investigator vestigator)
	Scope of work in the project	Type of pos	sition ⁹		of remuneration nonths ¹⁰	Form of	employment ¹¹
					ionais		
1		Remuneration cost	6				
	Remuneration planned ¹²	Year		Year		TOTAL	
	Total remuneration						
Expl	anations of remuneration amount, form o	of employment and cha	anges in the com	position of in	vestigators (optional)		
	L	. OTHER DIRECT CO	STS			X	
OT⊦	IER DIRECT COSTS	Yea	ar		Year	1	Total
1.	Materials and small equipment	Planned	Incurred	Planned	Incurred	Planned	Incurred
	-						
Explai	nation of the cost of materials and small	equipment (optional)					
2.	Outsourcing						
Explai	nation of the cost of outsourcing (optiona	al):					
3.	Business trips						
	nation of the cost of business trips (optic	nal):					
-							1
4.	Visits and consultations						
Explai	nation of the cost of visits and consultation	ons (optional):					
5.	Collective investigators						
Explai	nation of the cost of collective investigate	ors (optional):					
6.	Other costs						
Expl	anation of other costs (optional):						
		APPROVALS/ OPIN	NIONS/PERMITS	FOR RESE	ARCH		
	it required to have the approvals/opin orting period? YES/NO1	nions/permits/authori	isations of the c	ompetent co	ommittees for the re	search carried	d out during the
lf YE	S, please attach (all required out of the permit(s) and/or favourable opinion	-	bioethics commi	ttee;			
1	• permit(s) of competent ethics con		0,				
	 permit(s) on the grounds of regul permit (s) and/or authorisations f 	•	•	•	•		
	 other permits for clinical trials sul 					Products of 20	0 May 2010;
	 other authorisations in accordance project comprises tests requiring sever nitted after granting of a certain permit. 					the next annua	al/final report
		INFORMATIC	ON AND REPRES	ENTATIONS	· · · · · · · · · · · · · · · · · · ·		
	epresent that the persons indicated in the						(disclosure
	irements under Article 14(1) and Article as the principal investigator resided in Po						ng entity for the

roj Ρ 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

⁸ For consecutive investigators please add rows according to the table format.
 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 before and after mid-term evaluation, no remuneration.
 ¹² Remuneration must comply with the project funding proposal.

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

YES/NO (in case of "NO", provide and	explanation)		
5. I represent that ¹ :			
The project is not business-related a	nd project funding does not constitute stat	e aid./	
The project is business-related and the	ne entire project funding or any part thereof	constitutes state.	
6. The documents confirming the Proje	ect performance can be viewed:		
a) Entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
7. Documents comprising Project deli	verables are available on the participating	entity's premises:	
a) entity, address:			
b) authorised person:			
c) telephone number:		d) e-mail:	
8. Report drafted by:			
a) name:			
b) tel./fax no.:		c) e-mail:	

		AD	DITIONAL INFORMATION ⁴	
	K. DESCRIPTION	OF RESEARCH DE	LIVERABLES FOR GENERAL PU	BLIC ⁴
signifi societ		development of the dis	scipline, the state of existing knowle	ey tasks/activities und ertaken and the edge and the importance of research for odel), please atta ch them to the report in an
	POLISH LANGUAGE VERSI	ON	ENGLISH	LANGUAGE VERSION
				$\langle \rangle$
	ntity and the Principal Investigator agree ation literature.	to include the above	description and graphic materials, t	free of charge, in the National Science Centre's
	L. DISSEMINATION	OF PROJECT DELIV	VERABLES – RESEARCH PROJE	CT DELIVERABLES
	Form of dissemination			
	rence /symposium: description (up to 20 isation, participation, membership in a so		ling nature of participation in a con	ference / symposium, e.g. presentation, poster,
Event	popularising science: description (up to	300 characters).		
Other	forms of dissemination of research deliv	erables: description (u	up to 300 characters).	
	ite: description (up to 300 characters), in rables have been published on the webs			
Enteri	ng the item into a public database <i>: desci</i>	ription (up to 300 chara	acters).	
		M. ACA	ADEMIC DEGREES ⁴	
Acade	mic degrees awarded as a result of Proj	ect performance		
No.	Academic degree	First name	Surname	Award date
	Title of thesis			
	Title of thesis			

D	ATA 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. 🛙	OCUMENTATION 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. STO	RAGE AND BACKUP DURING RESEAR	СН
	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		

Agreement No <agreement_No > - generated<date> <time> by <first name> <surname> [operator]

	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 D	ATA AND LONG-TERM STORAGE OF DA	ATA
	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 MAI	NAGEMENT 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 DATE

Head of Entity/ Authorised Representative of Entity

SHENGA

Principal Investigator

Appendix 3

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

Individual budget items (PLN):

	Year 20	Year 20	Year 20	Year 20	Total [PLN]
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					

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

For funds disbursed by the National Science Centre in the current financial year: Bank Gospodarstwa Krajowego o/Kraków, No 45 1130 1150 0012 1243 1420 0002

For funds disbursed in previous financial years: Bank Gospodarstwa Krajowego o/Kraków, No 88 1130 1150 0012 1243 1420 0004