

<nazwa_Institucji_Hostującej_umowy> (Centre of Excellence AI)
<tytuł_naukowy><imię_1><imię_2><nazwisko> (Leader)

Agreement No UMO-<nr_rejestracyjny_wniosku> for the research project No
<nr_rejestracyjny_wniosku> entitled <tytuł_projektu>.

concluded on the date of execution by the Director of the National Science Centre in Kraków,
by and between:

Narodowe Centrum Nauki (the National Science Centre, the “NCN”) in Kraków with its
registered office at ul. Twardowskiego 16, 30-312 Kraków, NIP (Tax Identification Number):
6762429638, REGON (Statistical Number): 121361537, hereinafter referred to as the “NCN”,
represented by Zbigniew Błocki, Director of the National Science Centre, hereinafter referred
to as the “Director”,

<nazwa_Institucji_Hostującej_umowy>, (*Centre of Excellence in Artificial Intelligence in
nominative case*)

hereinafter referred to as the “Host Institution”

Registered office:

<ulica>, <kod_pocztowy> <miejscowość> (*of the Host Institution*)

Address for correspondence:

<ulica>, <kod_pocztowy> <miejscowość> (*of the Host Institution*)

NIP: <NIP>, REGON: <regon>,

represented by:

<tytuł_naukowy> <imię_1> <imię_2> <nazwisko><stanowisko>

<tytuł_naukowy> <imię_1> <imię_2> <nazwisko><stanowisko> (*representative of the Host
Institution herein*)

and

<tytuł_naukowy> <imię_1> <imię_2> <nazwisko> (*Leader in nominative case*)

<ulica>, <kod_pocztowy> <miejscowość>, <województwo>, <kraj> (*of the Leader*)

PESEL (Personal Identification Number): <nr_pesel> hereinafter referred to as the “Leader”

pursuant to the Director’s Decision No DEC-

<nr_rejestracyjny_wniosku> dated <data_decyzji>.

§1 General Information

1. This Agreement shall lay down the terms and conditions of performance, financing and settlement of the research project **<tytuł projektu>** in the part concerning basic research funded by the NCN, recommended for funding under the ARTIQ – Centres of Excellence in Artificial Intelligence call launched by the National Science Centre and the National Centre for Research and Development (the NCBR).
2. The project shall be carried out by **<nazwa Instytucji Hostującej umowy > together with the Leader**.
3. The project shall involve the establishment of a Centre of Excellence in Artificial Intelligence at the Host Institution, hereinafter referred to as the “CE AI” and performance of basic research covered by the Project.
4. For the completion of the project, the NCN shall provide the Host Institution with the funds of PLN **<koszt ogółem>** (**<koszt słownie>**).
5. The parties agree that the project shall start on and end on
6. The project shall be carried out over a period of 60 months.

§2

Terms and Conditions of the Project

1. The Host Institution shall cooperate on the project with the Leader, in particular by creating conditions that enable the Leader and other members of the CE AI team to complete the project.
2. The Host Institution shall:
 - a. provide the Leader and other team members with the best conditions for the project, including laboratory and office space as well as the necessary infrastructure and research equipment to set up and operate the CE AI;
 - b. employ the Leader pursuant to a full-time employment contract for the whole duration of the CE AI project, subject to Points 2 and 16, also when the project duration is extended as laid down in § 3 (1) (c) and remunerate the Leader in the amount set forth in the proposal, subject to Points 4 and 16;
 - c. employ other members of the CE AI team pursuant to an employment contract, civil law contract or award them a doctoral scholarship, as agreed with the Leader. If a team member is employed by the Host Institution pursuant to an employment contract, he/she must not be remunerated pursuant to a civil law contract (may be remunerated pursuant to, for example, appendix to the Agreement);
 - d. provide additional funding to CE AI from the Host Institution’s own resources, in the amount of at least PLN 100,000 on average per each project year. If the first and last year of the project are not full calendar years, the amount may be reduced proportionally in those years. Host Institution’s own resources must cover the leader’s relocation costs in accordance with the call regulations;
 - e. provide administrative and financial support, the costs of which shall be covered by the Host Institution from the resources other than the resources referred to in letter d, and support throughout the project period. Support should also include assistance with the relocation of the Leader;
 - f. employ an administrative officer fluent in Polish and English from the Host Institution’s own resources other than the resources referred to in letter d pursuant to a full-time employment contract for the entire duration of the CE AI project, also in the case that the project period is extended, whose duties will include working exclusively for CE AI.
3. The Leader shall be employed by the Host Institution and shall carry out research work at the CE AI. The Leader shall work at the premises of the Host Institution for the entire project duration period and shall be available to the Host Institution. This period shall include business trips necessary for the project, in particular involving participation in

conferences and/or library and archive research. This period shall also include project-related trips evidenced as business trips and holiday regulated by labour law. Failure to meet the conditions specified in the first or second sentence shall be deemed an irregularity preventing the proper performance hereof within the meaning of §7 (7) and §7 (9).

4. The Leader and the Host Institution shall perform the project pursuant to:
 - a. applicable laws;
 - b. this Agreement, including the Budget Table in Annex 2 hereto;
 - c. information in the funding proposal, in particular in the description of basic-research related work;
 - d. the call documents including the terms the call, e.g. Regulations of the ARTIQ – Centres of Excellence in Artificial Intelligence (CE AI), hereinafter referred to as the “Regulations” annexed to the NCN Council Resolution No/2021 of 2021, in particular Annex 6 to the Regulations: “Costs in ARTIQ – Centres of Excellence in Artificial Intelligence for NCN funding of basic research”;
 - e. best practice standards applicable to an academic discipline/ field;
 - f. any approvals, permission or favourable opinions, as required by law, in particular:
 - of a relevant bioethics committees,
 - of a relevant ethics committee for testing on animals,
 - pursuant to regulations on microorganisms and genetically modified organisms,
 - for research on protected species or within protected areas,
 - for clinical trials subject to Pharmaceutical Law of 6 September 2001 or Act on Medical Products of 20 May 2010,
 - other permits required pursuant to the best practice standards applicable to a given discipline;
 - g. Commission Recommendation (EC) No 251/2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67);
 - h. rules and regulations of the Host Institution, in so far as they are in line herewith;
 - i. Open Access Policy at the National Science Centre adopted by Order No 38/2020 of the Director of the National Science Centre on 27 May 2020, amended by Order No 40/2020 of 31 May 2020, available on the NCN website: https://www.ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-38_2020.pdf and https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-40_2020.pdf,
5. The Host Institution and the Leader shall receive the required approvals, permissions and favourable opinions referred to in Point 4 (f) above before the tasks requiring such approvals, permissions and favourable opinions are commenced and shall annex them to the next annual or final report.
6. The Host Institution shall supervise the project and correct disbursement of project funds and shall be liable for proper performance hereof vis-à-vis the NCN.
7. The NCN shall not be held liable for any damage suffered by third parties in connection with the project.
8. The Leader shall be in charge of the project funds awarded by the NCN, however the funds may only be used upon the consent of the Head of the Host Institution.
9. The “Costs in ARTIQ – Centres of Excellence in Artificial Intelligence for NCN funding of basic research” sets forth the eligible costs of the project as well as ineligible costs that must not be incurred from the NCN funds or costs specified in §2 (d), otherwise an irregularity referred to in §7 hereof shall be deemed to have occurred.
10. The project costs may be paid from the Host Institution’s own resources referred to in Point 2 (d) and from the resources of the NCN and the National Centre for Research and Development (NCBR) in the amount proportional to the research funded by the NCN and the NCBR, whereas research tasks must not overlap and must not be double funded. The cost of doctoral scholarships shall only be paid by the NCN.

11. The composition of the project team shall be decided by the Leader and approved by the Head of the Host Institution.
12. Doctoral scholarships for PhD students involved in the project shall be awarded for the duration of their specific tasks in the project.
13. Doctoral scholarships shall only be paid to PhD students who are doctoral school students and comply with the applicable laws, in particular the Act on Higher Education and Science of 20 July 2018 (consolidated text in Journal of Laws of 2020, item 85, as amended).
14. The salary shall be co-financed by the Host Institution, including from the funds referred to in Point 2 (d).
15. The salary financed from the project funds shall only be paid by the Host Institution pursuant to written agreements.
16. The amount of salary for members of the team shall be decided by the Leader and approved by the Head of the Host Institution. The amount of the Leader's salary shall be set in the project budget. The salary referred to in the preceding sentence shall comprise the total employer cost covering non-payroll expenses, including social security and health insurance contributions as well as other salary components funded by the Host Institution and end of year bonus (thirteen monthly salary) if the Host Institution is required to pay it.
17. Declarations made by the Host Institution and the Leader as part of the funds awarding procedure shall be binding throughout the Agreement term.
18. Revenues from the sale of research equipment, devices and software purchased or constructed from the NCN funds, generated in the course of project performance, shall be returned to the NCN's bank account in the amount proportional to the costs incurred from the funds awarded by the NCN. Upon completion of the project, the research equipment, devices and software shall remain the property of the Host Institution and shall be managed by the Head of the Host Institution.
19. The Leader and the Host Institution shall place a logo and full name of the project funding institutions in Polish (Narodowe Centrum Nauki) or English (National Science Centre, Poland) on the research equipment and other devices purchased or constructed in the course of the project and funded or co-funded by the NCN, as well as correct project registration number.

§3

Changes to the Project Terms

1. The following project terms shall be changed with the consent of the NCN and changes referred to in Points a – c, with the consent of the NCN and the NCBR:
 - a. material changes to the project terms significantly affecting the tasks and objectives covered by the project;
 - b. reduction of the project time (full months);
 - c. extension of the project duration period owing to the Leader's long-term leave from work (i.e. maternity, paternity, parental leave) or long-term sick leave and due to fortuitous events that could not have been foreseen on the Agreement date. The total extensions must not exceed 24 months;
 - d. transfer of funds between the calendar years resulting in the change of tranche amounts the NCN disburses to the Host Institution,
2. A request to change the project terms with full justification of the changes referred to in Point 1 and draft annex hereto shall be submitted to the NCN, subject to Point 3, by the Leader and Host Institution, subject to §10 (6). The request must be submitted to the NCN at least three months before the end of the first project performance period (specified herein).
3. In the case of changes referred to in Point 1 (a) – (c), the request to change the project terms with full justification of the changes referred to in Point 1 and draft annex hereto shall be submitted to the NCN and NCBR by the Leader and Host Institution.

4. Changes referred to in Point 1 (a) – (c) shall be made with the consent of the NCN and the NCBR.
5. Any substantive changes, changes in the research equipment, devices and software purchased or constructed as well as changes in other direct costs, subject to Point 1 (a) shall be made by the Leader provided that they prove necessary for the proper performance of the project and in line with the rules and regulations of the Host Institution. The legitimacy of the changes shall be evaluated in the course of final settlement or audit referred to in §7 (2) (b).
6. The Host Institution together with the Leader shall notify the NCN of any changes in the next annual report and respective final report. Furthermore, the Host Institution or the Leader shall notify the NCBR of any changes referred to in the first sentence within 7 days of reporting them to the NCN.
7. Any change to the project terms other than specified in Point 1, including changes to the composition of the project team, shall be approved by the Host Institution at the Leader's request, subject to Point 5.
8. In the event that any documents referred to in Point (2) are missing or are incorrect, the Host Institution and the Leader shall correct by the date set by the NCN.
9. A request to reduce the project duration period by more than 12 months shall be considered in well-justified cases. If the change is made, it must not involve any update of the budget annexed hereto.

§4 Financial Management

1. The NCN shall disburse the funds to the Host Institution NCN in annual tranches, in accordance with Annex 2 hereto, by wire transfer to the bank account of the Host Institution indicated in Annex No 2 separate for all NCN funds for research.
2. Each year, the Host Institution shall transfer at least 100,000 PLN from its own resources to a separate bank account designated therefor, subject to the second sentence of § 2 (2) (d). The costs contributed by the Host Institution as its own contribution in the first year of the project may be reduced by the Leader's relocation costs as specified in the call regulations.
3. The Host Institution shall keep separate financial and accounting records for the project and keep the funds awarded by the NCN on the bank account indicated in Point 1 or on the bank account specified by the Host Institution for the project. The costs may be recorded and all liabilities paid by the date of the final report and no later than 60 days after the project completion.
4. An annex hereto shall not be required if the bank account indicated in Point 4 (1) is changed, however the Host Institution shall notify the NCN thereof in an electronic format immediately, within 7 days at the latest. In the event of any doubt as to the accuracy or validity of the Host Institution's bank account, the NCN shall withhold its payments to the Host Institution until such time as the Host Institution confirm its bank account change.
5. Funds shall be disbursed as long as they are available on the NCN bank account.
6. Funds disbursed to the Host Institution and not used in a calendar year may be used in the next years of project performance.
7. The total bank interests generated on the NCN funds and received by the Host Institution shall be returned to the NCN to its bank account held with Bank Gospodarstwa Krajowego o/Kraków, No **88 1130 1150 0012 1243 1420 0004** by the end of the first quarter of the following year.

§5

CE AI Project Outcome

1. The Leader and the Host Institution shall carry out the project in such a way as to ensure the achievement of measurable outcome set out in the project proposal.
2. The Leader shall carry out innovative, internationally competitive research within the CE AI, in accordance with the highest international research quality standards allowing joint project objectives to be achieved, i.e. to increase Poland's scientific and R&D potential in the area of artificial intelligence.
3. The project outcome shall involve publication of research results (after evaluation) in a prestigious academic press/ journal. The prestige and extent of international coverage of the research results shall be subject to evaluation by the experts.
4. The Host Institution and the Leader shall provide access to the full publication resulting from the project, as shown in the annual reports and respective final report. Publications to which access is not provided shall not be deemed as project results and shall not be included in the settlement of the project.
5. The Leader and the Host Institution shall put the full name of the NCN in Polish (Narodowe Centrum Nauki) or English (National Science Centre, Poland) on all publications and studies resulting from research, as well as correct project registration number. Publications that do not indicate the NCN as the research-funding agency shall not be deemed as project results and shall not be included in the settlement of the project. Furthermore, the Leader shall include the following information on the Author Accepted Manuscript (AAM): "Research was entirely or partly funded 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. Data underlying scientific publications resulting from the project, as referred to in Points 3 and 4 shall be well-documented and shall meet the rules of machine or manual findability, accessibility, interoperability and reusability (FAIR Data). Data shall be made available in the repository, where possible, according to the Creative Commons Public Domain licence (CC0 licence). Publications contrary to the above terms shall not be deemed as project results and shall not be included in the settlement of the project.
7. The Host Institution and the Leader shall include the description of project results and graphic material (if any) in the final reports and shall consent to their publication in the NCN handouts.
8. The Leader and the Host Institution shall participate in any surveys and evaluation studies carried out by the NCN and provide any information on the operation of the CE AI during the project period and extended project period as well as 5 years thereafter.
9. The publications (including Author Accepted Manuscript (AAM) or Version of Record (VoR)), with the exception of monographs, monograph chapters and peer-reviewed collective works containing project results shall be made available in open access under a CC-BY (Creative Commons Attribution), CC BY-SA (Creative Commons, on the same terms) or equivalent license and shall bear a unique persistent identifier (e.g. DOI (preferred), URN or Handle).

§6

Rights and Obligations attached to Knowledge and Results

1. The research results shall become the property of the Host Institution. The division of rights to the results of R&D between the Host Institution and the Leader shall be established by the Host Institution and the Leader in a separate agreement that shall be disclosed to the NCN 14 days in advance.

§7
Project Supervision

1. The NCN shall supervise the project to the extent laid down in §1 (1) hereof, including disbursement of project funds allocated by the NCN Director, unless the Agreement provides for additional supervisory powers of the NCN.
2. NCN's project supervision shall include:
 - a. ad hoc supervision, including in particular the preliminary eligibility check of annual project reports, subject to Point 6;
 - b. an inspection at the premises of the Host Institution by an inspection team appointed by the Director;
 - c. the Director's right to withhold the financing of the NCN-funded part of the project until the doubts identified by the NCN have been clarified in writing;
 - d. the Director's right to discontinue the financing of the NCN-funded part of the project and to terminate the Agreement with immediate effect in the cases provided for herein.
3. In the event of a justified suspicion or discovered irregularities in the implementation of this Agreement as well as agreement between the National Centre for Research and Development, the Host Institution and the Leader that may affect the project performance, or any dispute between the Host Institution and the Leader that may jeopardise the proper performance of the project, the Host Institution and the Leader shall immediately notify the NCN thereof.
4. At the NCN's request, the Leader and the Host Institution shall provide the NCN with the requested information or documents, including source documents on the project implementation and expenditure of the awarded funds. Based on the analysis of such documents, the NCN may request that improperly used funds awarded by the NCN be returned to it under § 8 (9).
5. The Leader and the Host Institution shall provide the NCN with an annual report. The report shall be sent electronically by 31 March each year. A template of the report is attached hereto as Annex 1. The first annual report shall be submitted for a calendar year in which the project is performed for at least 8 months. If, pursuant to the Agreement, the project ends before 30 April of a given calendar year, the annual report for the previous year shall not be required and the parties shall only submit the final report by the date set in §8 (1).
6. The National Science Centre shall assess the annual report.
7. In addition to the cases set forth herein, the NCN may withhold project funding until any doubts are clarified in the event that:
 - a. any irregularities are found in the performance of the Agreement, in particular irregularities set forth in § 2 hereof, or other facts are discovered that may jeopardise the performance of the Agreement, including disputes referred to in Point 3;
 - b. an annual report is not submitted on time or an incomplete or incorrect report is submitted;
 - c. the funds are used in breach of the Agreement or the results expected at a particular stage of project performance are not achieved;
 - d. project funding is suspended to the extent financed by the NCBR.
8. When the project funding is withheld (from the time the Host Institution is notified of withholding funding until it is notified of restoring funding), the Host Institution shall not draw from the funds awarded by the NCN but shall pay the funds that have already been drawn, in particular arising under labour law. The funds awarded by the NCN and used in that period, with the exception of funds referred to in the preceding sentence, shall be returned to the NCN's bank account pursuant to § 8 (9) as funds misused.
9. The NCN shall discontinue project funding in the event that:
 - a. any irregularities in the performance of the Agreement are found, in particular irregularities set forth in § 2 hereof, or other facts are discovered that may jeopardise or prevent the Agreement;

- b. a dispute referred to in Point 3 above is pending over 6 months from the date of 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 following a written request to submit, supplement or amend the same;
 - d. the funds are used in breach of the Agreement
 - e. an inspection or verification procedure referred to in Point 4 is not conducted or is hindered or prevented;
 - f. the project is implemented in gross breach of the Agreement, as supported by the post-inspection statement;
 - g. the Host Institution or the Leader are not notified of the circumstances jeopardising the proper performance of the Agreement;
 - h. the NCN's recommendations are not duly or timely implemented, i.e. deficiencies and/or irregularities identified in the course of inspection or verification are not removed by the date set by the NCN;
 - i. the National Centre for Research and Development discontinues funding the CE AI funding, in particular if the agreement between the NCBR, the Host Institution and the Leader is terminated, any party withdraws from the Agreement, any party avoids legal consequences arising under their statements of will, this Agreement is declared invalid or other reasons are found for an earlier termination of the Agreement.
10. If project funding referred to in Point 9 is discontinued, the NCN shall terminate the Agreement with immediate effect. The Agreement shall be terminated by notice of termination submitted to the Host Institution and the Leader.
 11. If the Agreement is terminated with immediate effect, the Host Institution shall return to the NCN's bank account, within 21 days from the date a notice of termination is served upon the Host Institution, the funds paid to the Host Institution by the NCN and not yet repaid. If the Host Institution does not return the funds by the date set in the preceding sentence, the Host Institution shall pay default interest to the NCN in the maximum amount provided for in Article 481 §2¹ of the Civil Code. If the Agreement is terminated pursuant to Point 9 (i), Point 16 (b) shall apply accordingly.
 12. If the Agreement is terminated with immediate effect under Point 9, with the exception of Point 9 (i) for reasons that can be attributed to the Host Institution or the Leader as a result of gross breach of their obligations hereunder, the NCN shall impose a contractual penalty in the amount of 5% of awarded funds. A contractual penalty does not exclude the possibility of claiming damages in excess of the agreed contractual penalty on general terms.
 13. The NCN may also terminate the Agreement with immediate effect if the performance of the Agreement is jeopardised due to any organisational and/or legal changes of the Host Institution, in which case Point 11 shall apply.
 14. The Host Institution shall immediately notify the NCN about the occurrence of the circumstances laid down in Point 13.
 15. The Agreement may be terminated by mutual consent of the parties, upon a request of the Host Institution and the Leader delivered to the NCN during the project performance and only in the event of the occurrence of circumstances preventing the performance of the Agreement that cannot be attributed to the parties.
 16. A request to terminate the Agreement by mutual consent shall be considered by the NCN if:
 - a. the funds disbursed by the NCN are returned to the NCN's bank account in their entirety; or
 - b. the NCN is requested to recognise the project costs as funded by the NCN, return unused funds to its bank account and submit the final report by the date set thereby.
 17. The inspection procedure on Host Institution premises, for NCN-funded part of the project, shall be governed by the *Procedure of Conducting Audits on Host Institution Premises*, the

consolidated text of which is set out in Annex 1 to Order No 15/2021 of the Director of the National Science Centre of 24 February 2021 published on the NCN website under the Procedure of Conducting Audits tab (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-15_2021.pdf).

18. Inspections on Host Institution premises may be carried out by the NCN during the project performance and up to 5 years after its completion. Failure to submit to inspection procedure after the end of the project shall entitle the NCN to request the return of the funds that have not yet been returned to its bank account.
19. The Host Institution shall conduct an external audit of the project.
20. The whole project shall be audited, i.e. parts funded by the NCN and the NCBR.
21. The audit costs may be covered by the Host Institution from its resources referred to in §2 (2) (d) or from the funds granted by the NCN and the NCBR. If the audit costs are incurred from the funds granted by NCN and NCBR, they shall be proportionate to the contribution of the NCN and the NCBR.
22. The external audit laid down in Point 19 shall be governed by the Guidelines for entities auditing the implementation of research projects funded by the National Science Centre referred to in Point 19 and the Basic Research Programme financed by the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021 attached to Order No 51/2020 of the Director of the National Science Centre of 18 June 2020 as Annex 1 (with an exception of point IV of the Annex), published on the NCN website: External audit of projects (https://ncn.gov.pl/sites/default/files/pliki/zarzadzenia-dyrektora/zarzadzenieDyr-51_2020.pdf) and “Guidelines_for_entities_auditing_research_and_development_projects” published on NCBR's website. (https://archiwum.ncbr.gov.pl/fileadmin/aktualnosci/Wytyczne_dla_podmiotow_audytujacych_projekty_badawczo-rozwojowe.pdf)
23. The Host Institution and the Leader shall read the Guidelines referred to in Point 22 and accept them to the extent laid down in Point 22.
24. In an audit is not carried out or it is carried in breach of the Agreement, the NCN shall charge a contractual penalty in the amount of 1% of the funds awarded thereby. Payment of the contractual penalty shall not release the Host Institution from its obligation to conduct the audit properly.

§8

Final Merit-Based Evaluation and Financial Settlement of the Project

1. Within 60 days of the project end date, the Host Institution and the Leader shall submit to a final report to the NCN in compliance with the data laid down in Annex 1 hereto.
2. Failure to submit the final report on time, submission of an incorrect or incomplete report despite the lapse of 30 days following a request to submit, supplement or amend the same shall form the basis for the NCN to terminate the Agreement with immediate effect. If the Agreement is terminated with immediate effect, §7 (1) – (13) shall apply.
3. The final report shall include, *inter alia*, a statement of costs planned and incurred from the project start date to the project end date, including the financial report for the project. During the evaluation of the financial report, the actual use of resources in relation to the initial amounts shall be examined. Any changes in this respect shall be inspected for compliance with the Agreement.
4. The Director shall settle the Agreement after acceptance of the financial report submitted by the Host Institution and after a positive merit-based evaluation of the project by the Expert Team and NCN Council.
5. After the settlement, the Agreement shall be deemed:

- a. executed;
 - b. executed with identified irregularities (with some funds returned);
 - c. not executed (with all funds returned).
6. During the merit-based evaluation of the final reports, the following shall be taken into account in particular:
- a. compliance of the tasks with the Agreement;
 - b. scientific importance of the project results, including their innovative nature, impact on the development of a scientific field/discipline and the achievement of the objective of the joint venture aimed at increasing Poland's scientific and R&D potential in the field of artificial intelligence;
 - c. dissemination of project/research results with particular reference to §5 (3) and §5 (9);
 - d. legitimacy of the costs incurred in relation to the tasks completed and results achieved;
 - e. legitimacy of any changes made;
 - f. data management concerning data collected, generated and analysed in the course of the project and data made available in open access;
 - g. other specific criteria laid down in the ARTIQ call documents.
7. If the tasks to be performed are completed correctly but negative results are achieved vis-à-vis the initial ones, the Agreement shall not be deemed "not executed", however the legitimacy of the changes made in the course of the project shall be evaluated during the final settlement or audit.
8. Funds disbursed by the NCN and not used for project performance shall be returned within 60 days of the project end date. If the Host Institution does not return the funds by the date set in the preceding sentence, the Host Institution shall pay default interest to the NCN in the maximum amount set in Article 481 §2¹ of the Civil Code.
9. Funds disbursed by the NCN that have been used incorrectly shall be returned to the NCN's bank account within 21 days of the date a request is made to return the funds. If the Host Institution does not return the funds by the date set in the preceding sentence, the Host Institution shall pay default interest to the NCN in the maximum amount set in Article 481 §2¹ of the Civil Code. This Point shall also apply to any misused funds identified during inspections and audits, as well as ad hoc supervision.
10. In the event that the Agreement is deemed "not executed (with all funds returned)" (Point 5 (c)) for reasons that can be attributed to the Host Institution or the Leader as a result of gross breach of their obligations hereunder, the NCN shall impose a contractual penalty on the Host Institution in the amount of 5% of awarded funds. A contractual penalty shall not exclude the NCN from the possibility of claiming damages in excess of the agreed contractual penalty on general terms.
11. In the event that the competent state authorities acting pursuant to the separate regulations provide that the final report has been drawn up incorrectly or is unreliable, the NCN may decide to resettle the Agreement.
12. Pursuant to Article 35 (a) of the Act on the National Science Centre ("NCN Act"), the Host Institution may request that the NCN write off the debt arising from the settlement of funds awarded under Article 33 (1) of the NCN Act, defer the date of repayment of the debt or arrange payment of the debt in instalments. The NCN shall reserve the right to consider only those proposals that have been received within 21 days service of the request upon the Host Institution to return the funds.

§9

Personal Data Processing

1. The NCN with its registered office in Kraków at ul. Twardowskiego 16, 30-312 Kraków is the controller of personal data.
2. The NCN's designated Data Protection Officer can be contacted by e-mail at iod@ncn.gov.pl, by phone at +48 12 341 91 13 or directly at the registered office of the data controller.

3. Personal Data will be processed by the National Science Centre to fulfil its legal obligations pursuant to Article 6 (1) (c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 2016, No 119, p. 1), in conjunction with Article 20 of the Act on the National Science Centre of 30 April 2010 (consolidated text in Journal of Laws of 2018, item 947).
4. Personal data will be processed for the purpose of supervision, financial and accounting operations, audits performed in the course of and after the completion of the project, evaluation of project implementation and settlement of funding agreements and for the purposes of determining, pursuing and defending against any claims. In addition, personal data will be processed for the purpose of evaluating the NCN's own tasks, reporting, dissemination of the information on the NCN's calls for proposals and their results throughout the scientific community and for archiving purposes.
5. Personal data will be processed for the period necessary to achieve the purposes indicated in Point 4 and for the period of storage, as defined by the NCN's records management procedures and the Uniform File Classification System and for archiving purposes.
6. Provision of personal data is a statutory requirement and without its disclosure the purposes described in Point 4 cannot be achieved.
7. The recipients of the personal data may only be entities authorised to collect personal data based on the generally applicable provisions of law, and within the scope defined in Article 31 of the Act on the National Science Centre of 30 April 2010 also individuals using the NCN's website.
8. Personal data may be transferred for processing to third party companies. Such third parties process data based on personal data transfer contracts and are also obliged to keep the data being processed confidential;
9. Personal data may be outsourced for processing to third parties as part of services provided by them under personal data outsourcing agreements, and those entities are also obliged to keep processed data confidential.
10. The data subject has the right to access their personal data, correct their personal data and restrict the processing of their personal data.
11. The data subject has the right to lodge a complaint with the President of the Office of Personal Data Protection if they consider that the processing of their personal data does not comply with the General Data Protection Regulation.

§10 Final Provisions

1. The rights and obligations of the parties and claims against the NCN arising hereunder shall not be transferred to third parties without NCN's written consent, on sanction of invalidity.
2. Any disputes arising hereunder shall be settled by common courts with jurisdiction over the registered office of the National Science Centre.
3. Pursuant to this Agreement, an electronic statement of will bearing a qualified electronic signature in PAdES format shall be required for documents in an electronic format to be valid.
4. Pursuant to the Agreement, a handwritten signature on documents containing the statement of will shall be required for documents in writing to be valid.
5. Subject to the exceptions provided for in the Agreement, all statements and communications between the Parties hereunder shall be in writing or in an electronic format, on sanction of invalidity.
6. Any amendments hereto must be in the form of an electronic annex, on sanction of invalidity, unless the Agreement provides otherwise.

7. Termination of the Agreement by the NCN with immediate effect or termination by mutual consent shall be in an electronic format, on sanction of invalidity.
8. Annual and final statements and reports submitted to the NCN shall be in an electronic format.
9. The Leader and the Host Institution shall notify the NCN, in an electronic format, of any changes to the essential data included in the Agreement, e.g. assignment of a PESEL (Personal Identification Number) to the Leader, change of the Leader's surname and address, change of the Host Institution's name, address, REGON (Statistical Number) and NIP (Tax Identification Number) within 7 days, otherwise any operations performed by the NCN using outdated data shall be effective towards the Leader and the Host Institution.
10. Any annexes to the Agreement shall form its integral part.
11. Documents in an electronic format shall be delivered to the NCN via its Electronic Submission Box to the following address: /ncn/SkrytkaESP.
12. Any amendment hereto involving financial consequences in a financial year shall be made by 15 November of that year.
13. Whenever this Agreement refers to the return or repayment of the funds, the date NCN's bank account is credited with the funds shall be deemed the date of returning or repaying the funds.
14. The Agreement shall be delivered to the NCN, the Host Institution and the Leader electronically.

§11

Contractual Right of Withdrawal

1. The NCN may withdraw from this Agreement without setting an additional date if an agreement between the National Centre for Research and Development, the Host Institution and the Leader specified in the call documents, is not concluded by the project start date set in § 1 (5). The NCN shall exercise the foregoing right within 1 month after the final date for entering into the agreement referred to in the foregoing sentence. The NCN shall exercise its right by submitting a written statement in this regard to the Host Institution and the Leader.
2. If the NCN exercises its right referred to in Point 1, it may require that the Host Institution repay the funds awarded thereto within 14 days of the date the Host Institution receives a statement of withdrawal from the Agreement.

Annex 1 Scope of data required in the annual/final report

ANNUAL /FINAL PROJECT REPORT ¹

NATIONAL SCIENCE CENTRE

The Report covers the period from to²...

GENERAL INFORMATION

A. DETAILS OF THE HOST INSTITUTION FOR THE PROJECT: name of the Host Institution, address, telephone/fax number, e-mail, www, ePUAP address, NIP, REGON, Head of the Host Institution (name, title, position). *Description of changes*³

B. DETAILS OF THE LEADER: title/degree, name, phone number, e-mail, sex, nationality (country) *Description of the changes*⁴

C. INFORMATION ON THE PROJECT: title (Polish), title (English), registration number, agreement number, agreement amount, project period (number of months), start date (YYYY-MM-DD), end date (YYYY-MM-DD), keywords, *Description of changes***Błąd! Nie zdefiniowano zakładek.**

INFORMATION ON TASKS COMPLETED AND COSTS INCURRED

D. MERIT-BASED REPORT⁴

Volume – 5 A4 pages. Please provide: 1. the most important project achievements (points), 2. a brief description of the results, 3. initial objectives of the funding proposal that have been achieved or have not been achieved (why), 4. the current and expected impact of the project on the development of the scientific discipline and the development of other disciplines

E. RESEARCH TASKS CARRIED OUT IN ACCORDANCE WITH THE RESEARCH PLAN

No	Title of task (R&D description: basic research)	Eligible costs of the task ⁵
1		

Explanation (mandatory) in the event of a research plan change.

Explanation of discrepancies between the actual project implementation and the original research plan.

F. LIST OF WORKS ACCEPTED FOR PUBLICATION OR PUBLISHED AS A RESULT OF PROJECT IMPLEMENTATION

For all publications, it is mandatory to include a pdf file or link and provide a DOI number (if any).

The publication must contain information that research has been funded by the National Science Centre (in accordance with the funding agreement).

PUBLICATIONS IN MAGAZINES⁶: publication status (indication whether the work has been published or accepted for publication), whether or not open access to publication has been provided (specify: access model – green/gold, project cost of open access publication fee, if applicable), publication title, authors, press/journal title, publisher, volume, year, pages, date of submission to the publisher, DOI, pdf.

BOOK PUBLICATIONS/CHAPTERS IN BOOK PUBLICATIONS⁷: publication status (indicate whether the work has been published or accepted for publication), whether or not open access to the publication has been provided (specify: access model – green/gold, project cost of open access publication fee, if applicable), chapter title, authors, book title, publisher, volume, year, pages, place of publication, date of submission to the publisher pdf.

¹ Select as appropriate.

² To be completed in the annual report only. Enter calendar year. The annual report must be submitted by 31 March of the year following the year for which the report is submitted. The first annual report shall be submitted for a calendar year in which the project is performed for at least 8 months. This report covers the period from the project start date to 31 December.

³ Describe all changes, including changes in the form of an annex to the Agreement.

⁴ Leave blank in the annual report.

⁵ Indicate the relevant cost.

⁶ For more publications please add rows according to the table format.

TEXTS IN CONFERENCE PUBLICATIONS⁷: publication status (indicate whether the work has been published, accepted for publication or submitted), whether or not open access to the publication has been provided (specify: access model – green/gold, costs incurred from project funds for open access publication fee – if applicable), publication title, authors, conference title, publisher, conference date, year, pages, place of publication, date of submission to the publisher pdf.

G. LIST OF RESEARCH EQUIPMENT AND SOFTWARE PURCHASED OR CONSTRUCTED FOR THE PROJECT IMPLEMENTATION

No	Name of equipment	Host Institution	Number of items	Costs	Costs of research equipment, devices and software covered by project funds ¹		
					Year	Year	TOTAL
1.							
	TOTAL:						

Is the equipment purchased during the project compliant with the funding proposal? If the answer is NO, in the box below describe the changes and give reasons for them ⁴.

YES/no purchase of equipment was planned/NO¹

H. COSTS PLANNED AND INCURRED (PLN) – FINANCIAL STATEMENT²

No	Item	Costs incurred from project funds ⁹					
		Year		Year		Total	
		planned	incurred	planned	Incurred	planned	incurred
	1	2	3	4	5	6	7
1	Total salaries and scholarships, including:						
	Salary of the Leader						
	Other full-time salary						
	Additional salary						
	Salary of PhD students						
	Costs of research equipment, devices and software						
	Other direct costs						
	Subcontracting costs						
3.	Total costs						

Are the costs incurred during the project consistent with the costs planned in the funding proposal? If the answer is NO, in the box below describe the changes and give reasons for them as well as identify items between which transfers have been made and the amounts transferred ⁴.

YES/NO¹

Have any annexes to correct budget been concluded with the National Science Centre? If the answer is yes, complete the columns "Planned (according to annex)" for each year according to the annex⁵.

YES/NO¹

	Year 2022...	Year 2023...	Year 2024...	Year 2025...	Year 2026...	Year 2027...	Total [PLN]

¹ If necessary, insert an additional column

² Part H should provide a budget summary planned and incurred until the end of the period they apply to. The budget summary concerning costs planned and incurred, as presented in the final report constitutes the financial report for the project.

Host Institution's contribution to basic research							
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Person responsible for drafting the report:

a) Name:	
b) Phone No /fax No:	
c) E-mail:	

I. THE PROJECT TEAM

Enter names of all project participants, including those who were not included in the funding proposal. Please complete information on remuneration for investigators in accordance with the funding proposal.

1. Planned number of investigators in the project

2. Project leader and other project investigators¹

1	Academic degree/`title	Name	PESEL or date of birth and country of origin	Is the project team member employed by the Host Institution pursuant to an employment contract? (YES or NO)	Role in the project (select: Leader /investigator)	
	Scope of work in the project	Type of position ² (full-time, additional, or scholarship),	Number of months of salary ³ (counted from the date of employment to the end of the reporting period)	Form of employment financed by the project ⁴		
	Salary (applies to the entire project period) ⁵	Costs of salaries				
		Year	Year	TOTAL		
	TOTAL salary					

Possible explanations concerning the amount of salary, form of employment and changes in the composition of investigators (optional):

J. OTHER DIRECT COSTS

	Year	Year	Total
--	------	------	-------

¹ For more investigators, add rows according to the table format.

² Full-time, additional, or scholarship

³ Total number of months with salary paid. Applies to the full-time salaried Leader, full-time staff and scholarship recipients.

⁴ Full-time employment contract, part-time employment contract, civil law contract, supplement to employment contract, doctoral scholarship, no remuneration.

⁵ The salary planned must be in line with the project proposal.

OTHER DIRECT COSTS		Planned	incurred	Planned	Incurred	Planned	Incurred
1.	materials and small equipment,						
<i>Explanations (if any) of the cost of materials and small equipment (optional):</i>							
2.	Outsourced services – including subcontracting						
<i>Explanations (if any) of the cost of outsourced services (optional):</i>							
3.	Business trips						
<i>Explanations (if any) of travel expenses (optional):</i>							
4.	Visits, consultations						
<i>Explanations (if any) of the costs of visits, consultations (optional):</i>							
5.	Collective investigators						
<i>Explanations (if any) of the costs of collective investigators (optional):</i>							
6.	Other costs						
<i>Explanations (if any) for other costs (optional):</i>							

APPROVALS/OPINIONS/PERMITS FOR RESEARCH

Were any permits/ opinions/ approvals of competent committees required for the research carried out in the reporting period? YES/NO¹

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

- *approval(s) and/or favourable opinion(s) of the relevant bioethics committee;*
- *approval(s) of the competent ethics committee for animal testing;*
- *approval(s) in accordance with the regulations on modified microorganisms and genetically modified organisms;*
- *approval (s) and/or permission for conducting research using protected species or within protected areas;*
- *other approvals in accordance with the best practice standards applicable to a given academic discipline,*
- *other approvals for clinical trials subject to Pharmaceutical Law of 6 September 2001 or Act on Medical Products of 20 May 2010.*

If the project comprises tests requiring several approvals, all of them should be attached. Approvals must be specified in the nearest annual/final report submitted after granting the approval.

INFORMATION AND STATEMENTS

1. Acting pursuant to Article 14 (1) and Article 14 (2) of the General Data Protection Regulation (OJ L 2016, No 119, p. 1), the National Science Centre announces, as follows:

- a. The National Science Centre with its registered office in Kraków at ul. Twardowskiego 16, 30-312 Kraków, is the controller of personal data submitted to the Host Institution by members of the project team and person participating in the drafting of the project documents collected by the NCN at the reporting stage.
- b. the NCN's designated Data Protection Officer can be contacted by e-mail at iod@ncn.gov.pl or directly at the registered office of the Data Controller.
- c. in order to fulfil its legal obligations, the NCN shall process their personal data pursuant to Article 6 (1) (c) of the General Data Protection Regulation, in conjunction with Article 20 of the Act on the National Science Centre of 30 April 2010 (consolidated text in Journal of Laws of 2018, item 947, as amended), i.e. the processing is necessary to fulfil the Controller's legal obligation.
- d. Data concerning the role, type and scope of work as well as salary in the project as well as personal details of the person participating in the drafting of the project documents, i.e. business data concerning the role in the project and contact possibilities will be processed for the purpose of supervision, financial and accounting operations, audits performed in the course of and after the completion of the project,

evaluation of project implementation and settlement of the funding agreement as well as for the purpose of determining, pursuing and defending against any claims. In addition, personal data will be processed for the purpose of evaluating the NCN's own tasks, reporting and for archiving purposes.

- e. The personal data shall be processed from the moment it has been collected for as long as it is necessary to achieve the purposes indicated in point d) and for the period of storage as defined by the NCN's records management procedures and the Uniform File Classification System. The information clause regarding the processing of your data is available at: <https://www.ncn.gov.pl/dane-osobowe>.

2. I represent that the persons indicated in this report have read the disclosure requirements referred to in Items 1 and 2 of the "Information and Statements" section (disclosure requirements under Article 14 (1) and Article 14 (2) of the General Data Protection Regulation), (OJ L 2016, No 119, p. 1).

3. The documents confirming the project implementation is available at:

a) Entity, address:

b) Authorised person:

c) Telephone number:

d) E-mail:

4. Documentation of the project results is available at the host institutions for the project:

a) Entity, address:

b) Authorised person:

c) Telephone number:

d) E-mail:

5. Person responsible for drafting the report:

a) Name:

b) Phone No /Fax No:

c) E-mail:

ADDITIONAL INFORMATION

K. PROMOTING PROJECT RESULTS⁵

Description for the general public. Maximum one standard page. The description must include key tasks/activities undertaken and the significance of the project – the impact on the discipline development, state of the art significance of the research for society. If you have any interesting graphic materials that illustrate the project (e.g. drawing, photograph, model), please attach them to the report in an electronic format (jpg, bmp, pdf).

POLISH LANGUAGE VERSION

ENGLISH LANGUAGE VERSION

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The Head of the Host Institution and the Leader agree to publish the above description and the attached graphic materials, free of charge, in the NCN handouts.

L. DISSEMINATION OF PROJECT RESULTS – PROJECT OUTCOMES

Dissemination form

Conference/Symposium: *description (up to 2000 characters) including the nature of participation in the conference/symposium, e.g. presentation, poster, organisation, participation, membership of the Scientific Committee.*

A science-promotion event: *description (up to 300 characters).*

Other forms of dissemination of results: *description (up to 300 characters).*

Website: *description (up to 300 characters), including information on whether or not a project website has been created and/or information on project results has been placed on the websites of CE AI and the Leader or other entities.*

Entering the item into a public database: *description (up to 300 characters).*

1. SCIENTIFIC DEGREES⁵

The project has made it possible to obtain the following degrees:

No	Academic degree	First name	Surname	Date of award	Title of thesis
1					
2					

The data management plan described in the proposal must be applied during the project performance.

DATA MANAGEMENT PLAN⁵

1. DESCRIPTION OF THE DATA AND THE EXTRACTION OR REUSE OF AVAILABLE DATA

	PLAN	EXECUTION
How to acquire 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 research		
How to ensure data security and protection of sensitive data during research		

4. LEGAL REQUIREMENTS, CODE OF CONDUCT

	PLAN	EXECUTION
Method used to safeguard compliance with personal data and data security laws when processing personal data		
How to manage other legal issues, such as intellectual property rights or property. Applicable laws		

5. ACCESS TO DATA AND LONG-TERM STORAGE OF DATA

	PLAN	EXECUTION
The means and dates of making the data available. Restrictions (if any)		

on providing 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 to ensure that a unique and permanent 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

Person/s authorized to represent the Leader
Host Institution
signature

signature

Annex 2 Project Budget to Agreement No: UMO-**A. Project budget to Agreement No: UMO-**

Budget items (PLN):

	Year 2022...	Year 2023...	Year 2024...	Year 2025...	Year 2026...	Year 2027...	Total [PLN]
Total salaries and scholarships, including:							
Salary of the Leader							
Other full-time salary							
Additional salary							
Salary of PhD students							
Costs of research equipment, devices and software							
Other direct costs							
Subcontracting costs							
Total costs							Up to 5 million

B. CE AI bank account number to which funds will be transferred

<nazwa banku z umowy>, <nr konta bankowego z umowy>

C. NCN bank account number to which funds will be transferred

For funds provided by the NCN in the current budget year:

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

For funds provided in the previous budget years:

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