

Rules of Cooperation with NCBR Experts

§ 1

Definitions used for the purpose of these Rules of Cooperation with Experts shall be understood as follows.

- 1) **NCBR Expert Database** – a Database of Experts of the National Centre for Research and Development, no. R000273/08 assigned by the Inspector General for Personal Data Protection. The said database stores the personal data of experts;
- 2) **Director** – Director of the National Centre for Research and Development or any persons authorised by the Director;
- 3) **Data Sheet** – an Expert Data Sheet containing the necessary data to maintain contact with the Expert and for the financial settlement of the Order. The template Data Sheet is an Appendix No. 1 to the Rules;
- 4) **Audit** - a process conducted under applicable legal provisions and agreements which consists in the establishment of facts on site of project implementation or on the basis of document review (under the “desk audit” procedure), to review to what extent the facts are consistent with the required status arising from agreements;
- 5) **NCBR** – the National Centre for Research and Development [*in Polish: Narodowe Centrum Badań i Rozwoju*];
- 6) **Peer Review** – opinion or other form of expert evaluation – depending on the type of work specified in detail in the Order;
- 7) **SG OP** – Smart Growth Operational Programme 2014-2020;

- 8) **KED OP** – Knowledge Education Development Operational Programme 2014-2020;
- 9) **DP OP** - Digital Poland Operational Programme 2014-2020;
- 10) **Rules** - these Rules of Cooperation with NCBR Experts;
- 11) **Agreement** - a framework cooperation agreement made with experts;
- 12) **Candidates Register** – a register of candidates for experts maintained in accordance with the Article 49 (11) of the Act of 11 July 2014 on the principles of implementation of cohesion policy programmes, financed under the 2014-2020 financial perspective (Journal of Laws of 2020, item 818, consolidated text) by NCBR as an Intermediate Body for the Priority Axis III “Higher education for economy and development” under KED OP, and for SG OP;
- 13) **Order** – a proposal to perform a Peer Review or any other task for NCBR, which defines at least the nature of work, the amount of remuneration for the performance of this work, detailed principles and deadlines, the Expert's role in the selection of projects for co-financing or in the performance of tasks related to the rights and obligations of NCBR arising from the project co-financing agreement/ project co-financing decision, together with any other additional requirements imposed on the expert who agrees to perform the Peer Review.

§ 2

1. The expert shall perform the Order within the deadline specified in the Order.
2. The expert's role in the selection of projects for co-financing or in the performance of tasks related to the right and obligations of a relevant institution arising from the project co-financing agreement or a project co-financing decision is defined in Ordinance No. 108/2016 of the Director of the National Centre for Research and Development of 26 December 2016 on the selection and remunerations of experts of the National Centre for Research and Development, as amended. The role of the Expert shall be specified in the Order.
3. Where the Peer Review is the assessment of a project as part of the procedure for the selection of projects for co-financing, the expert, fulfilling the Order, shall hand over to NCBR a Peer Review in the scope provided for in the Rules of Procedure of the Project Assessment Committee, Rules of the Project Assessment Team in the Call for Proposal Rules or in the call documentation. Where the tasks commissioned by NCBR involve a project audit, the expert shall hand over an audit report to NCBR. In the event of any reservations of the audited entity as to the contents of the audit report, the expert is obliged to submit, in paper or electronic form (with a qualified electronic signature) - as indicated by NCBR - a position on the reservations made and/or an amended audit report. If the experts submit any recommendations to the audited entity, they shall hand over a position on the audited entity's fulfilment of such recommendations in the form agreed upon with the audit coordinator/audit team manager. In any other event, the expert, while fulfilling the order, shall submit to NCBR a Peer Review in line with the principles defined in the Order.
4. In particularly justified cases, the deadline for the completion of the Order may be extended by NCBR at the request of the expert, if it is necessary to complete the Order.

§ 3

1. The expert undertakes to:
 - 1) carry out the work specified in the Order in a fair, accurate, independent and

impartial way, in line with the expertise they have, and in accordance with the principles defined in the documentation of a given programme, call for proposals or undertaking, and with utmost diligence,

- 2) refrain from any contacts with the applicant/beneficiary (or natural persons representing the applicant/beneficiary) in the matter of applications/projects whose documents they have received and accepted for review, refrain from taking up any gainful work related to the implementation of the project specified in the Order until the project is completed (or longer, if the extended time limit has been indicated in a relevant call documentation),
- 3) during the implementation of the Project co-financed by NCBR or upon its completion, submit a statement confirming that they were not employed in the project they reviewed, and the template statement is attached to these Rules as Appendix No. 2.
- 4) submit, in connection with each Order, a relevant statement on their impartiality and confidentiality, in relation to the applicant/beneficiary of the project or any other type of statements/declarations that the expert has received prior to the performance of the Order. Template statements and declarations are defined in: Appendix No. 3 to the Rules or in other relevant documents applicable to a given call for proposals, programme or undertakings (e.g. Rules of Procedure for the Project Assessment Committee, Rules of Project Assessment Teams, Rules of Calls for Proposals), or are presented to the Expert by NCBR prior to accepting the Order;
- 5) provide exhaustive explanations as regards the Order being carried out, at the request of NCBR;
- 6) comply with the provisions of relevant rules of programmes and calls for proposals, and with the instructions arising from NCBR procedures related to the Order;
- 7) comply with the provisions of, respectively:
 - a) As regards the performance of Orders as part of SG OP:

- *The Guidelines for project selection procedures for the years 2014-2020,*
 - the Rules of Calls for Proposals and the Rules of Procedure for Project Assessment Committees under those calls,
 - the provisions of the Act of 11 July 2014 on the principles of implementation of cohesion policy programmes financed under the 2014-2020 EU Financial Perspective (Journal of Laws of 2020, item 818, consolidated text);
- b) As regards the performance of Orders as part of KED OP:
- *the Guidelines for project selection procedures for the years 2014-2020,*
 - *the Detailed Description of Priority Axes of Knowledge Education Development Operational Programme 2014-2020,*
 - *Cost eligibility guidelines under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020,*
 - *the Annual Action Plan for the Priority Axis III Higher education for economy and development under the Knowledge Education Development Operational Programme,*
 - the Rules of Calls for Proposals and the Rules of Procedure for Project Assessment Committees under those calls,
 - the provisions of the Act of 11 July 2014 on the principles of implementation of cohesion policy programmes financed under the 2014-2020 EU Financial Perspective (Journal of Laws of 2020, item 818, consolidated text);
- c) As regards the performance of Orders as part of DP OP:
- *The Guidelines for project selection procedures for the years 2014-2020,*
 - *The Digital Poland Operational Programme, adopted under the*

European Commission Decision of 5 December 2014, as amended

- the Rules of Calls for Proposals and the Rules of Procedure for Project Assessment Committees under those calls,
 - the provisions of the Act of 11 July 2014 on the principles of implementation of cohesion policy programmes financed under the 2014-2020 EU Financial Perspective (Journal of Laws of 2020, item 818, consolidated text);
- 8) participate in the meetings of the Project Assessment Committees, pre-panels or panels, if it results from the provisions of Rules of Procedure for Project Assessment Committees, Rules of Project Assessment Teams or call documentation, and was specified in the Order carried out by the Expert;
 - 9) participate in Audit, in line with the detailed guidelines provided by audit coordinator/audit team manager in the Order - where the subject of the Order includes an audit.
2. In the event of the occurrence of a conflict of interest in the process of carrying out the Order, the expert is obliged to immediately notify NCBR about the conflict. At the same time, the expert is obliged to resign from carrying out the said Order, unless the rules of the particular programme, call for proposals or undertaking applicable to the Order provide otherwise.
 3. The expert is obliged to notify NCBR about the occurrence of the following circumstances within 14 days of the occurrence thereof:
 - 1) losing full civil/public rights
 - 2) losing full capacity to perform acts in law,
 - 3) being sentenced under a final and binding judgement for an intentional offence or an intentional fiscal offence,
 - 4) receiving a final and legally binding decision of a disciplinary committee stating that the expert has breached the rules of ethics in science.

§ 4

1. The amount of remuneration for the performance of the Order is each time defined

in the Order, and calculated pursuant to the provisions of Ordinance No. 108/2016 of the Director of the National Centre for Research and Development of 29 December 2016 on the principles of cooperation with experts of the National Centre for Research and Development, as amended, whereas in the event of performing Orders as part of KED OP:

- 1) the expert is not entitled to any additional remuneration for continuing the Peer Review in a situation where the application - at the stage of evaluating formal, participation or horizontal criteria - obtained a negative assessment, but was referred to a further assessment stage as a result of granting a complaint against such assessment;
 - 2) the expert is not entitled to any additional remuneration for continuing the Peer Review in a situation where the application - at the stage of evaluating formal, access or horizontal criteria - obtained a negative assessment, but was referred to a further assessment stage as a result of a positive decision made by the chairperson of the Project Assessment Committee.
2. The condition for granting a remuneration to the expert is:
- 1) compliance with the commitments referred to in § 3 (1) of the Rules, insofar as they are adequate to the subject of the Order,
 - 2) submission by the expert in a document, electronic or paper form (depending on the form defined in the Order) of relevant statements / declarations referred to in § 3 (1)(4) of the Rules,
 - 3) as regards Audits - submission to NCBR of an Audit Report prepared in line with the guidelines included in the Order, and in the event of reservations to the Report contents made by the audited entity, a position on the reservations, pursuant to § 2(3) herein.
 - 4) Should the contents of the submitted documents contain errors or need to be supplemented, the expert is obliged to rectify such errors or supplement/amend the documents within 2 calendar days of the date of receiving information from NCBR about the need to rectify errors or supplement/amend such documents (the first day is deemed to be the day

following the date of receiving information from NCBR about the need to rectify errors) or within any other time limit if the call documentation / information on the need to rectify errors or supplement/amend a document states otherwise.

3. If the expert fails to perform the actions referred to in § 4(2), the Order is considered as not completed and the expert is not entitled to remuneration.
4. If the expert fails to meet the deadline for the performance of the Order, and has not obtained NCBR's consent to extend such deadline, NCBR may withdraw the Order (notwithstanding the Expert's work progress) and refer the Order to another expert. Notwithstanding the provisions of § 6 herein, the expert who has failed to meet the deadlines for the performance of the Order is not entitled to a remuneration and such expert, by way of the decision made by the Director (or head of a relevant NCBR department, authorised by the Director, responsible for expert management, or another authorised person), may be excluded from expert selection procedures for Orders for the period of six months.
5. The remuneration is payable within 60 days following the complete assessment of all applications in a given call for proposals / call round, and in the event of Orders other than the assessment of co-financing applications, within 60 days from the date of confirmation by NCBR that the Order has been completed. The day of payment is the day on which NCBR gives payment instruction to transfer funds from NCBR's bank account.
6. NCBR shall confirm the completion of the order no later than 30 days after carrying out all the activities referred to in § 4(2) of the Rules.
7. The payment of the remuneration shall be made via bank transfer to the bank account indicated by the Expert in the Data Sheet.
8. The Expert may not assign or waive his/her remuneration for the Order she/he performed.

§ 5

1. NCBR monitors and verifies the quality of the Expert's work on an ongoing basis.
2. The quality of expert's work is each time evaluated following the completion of the

Order, based on a sheet, the template of which is attached as Appendix No. 4 to these Rules.

3. NCBR is authorised to temporarily exclude an expert from the procedures for selecting experts for Orders for a fixed term of 6 to 36 months, at the request of an NCBR employee, justified by the low quality of expert's work, filed with the head of a relevant NCBR department, responsible for expert management, or a person authorised by such head of department. Such request may be granted if the score given in at least one of the criteria listed in the data sheet, attached as Appendix No. 4 to the Rules, is no higher than 1.0.
4. If the expert who has performed at least 5 Orders for NCBR receives an average score which is no higher than 3.50, NCBR may exclude such expert from the procedure of selecting experts for Orders for a fixed term of 6 to 36 months.

§ 6

1. In the event of breach of any commitment referred to in § 3 of the Rules NCBR may demand that the Expert pay a contractual penalty in the amount corresponding to the equivalent of three times the remuneration payable to him/her for performing the Order.
2. If the expert fails to meet the deadline for performing the Order, unless the expert has received a consent from NCBR to extend the deadline, as referred to in § 2(4), NCBR may demand that the expert pay a contractual penalty in the amount corresponding to the equivalent of the remuneration payable to the expert for performing a given Order.
3. Notwithstanding the above, in the case referred to in Points 1 and 2, NCBR may cancel all orders being performed by the expert without payment of remuneration and terminate the Agreement with immediate effect.
4. The contractual penalty referred to in Points 1 and 2 is without prejudice to NCBR's right to claim compensation on general terms, if the value of the damage exceeds the value of the contractual penalty.

§ 7

NCBR will terminate the Agreement with the Expert with immediate effect and will

exclude the Expert from NCBR Expert Database if at least one of the following circumstances occurs:

- 1) the expert has lost all civil rights,
- 2) the expert has lost full capacity to perform acts in law,
- 3) the expert has been sentenced under a final and binding judgement for an intentional offence or an intentional fiscal offence,
- 4) the expert has lost the required qualifications in the area covered by a given operational programme, in line with the expert's role in the selection of projects for co-financing, or in the course of performing tasks related to the fulfilment of the rights and obligations of NCBR arising from a project co-financing agreement/project co-financing decision - in the event of experts performing orders as part of KED OP or SG OP,
- 5) the expert has made a false declaration or statement referred to in § 3(1) items 3 and 4 of these Rules,
- 6) the expert has taken up employment in the Managing Authority, Intermediate Body or Implementing Authority involved in a performance of KED OP or SG OP, respectively – in the event of experts performing Orders as part of KED OP or SG OP,
- 7) the expert has received a final and legally binding decision of a disciplinary committee stating that the Expert has breached the rules of ethics in science,
- 8) NCBR has obtained information regarding other circumstances, not listed in items 1-7, that prevent the expert from performing his/her function in an impartial and fair way,
- 9) the expert has filed a written request to remove the expert's personal data from the Candidate Register - in the event of experts performing Orders as part of KED OP or SG OP,
- 10) the Expert has withdrawn a consent to store his/her personal data in the Candidate Register - in the event of experts performing orders as part of KED OP and SG OP.

§ 8

1. All correspondence related to performing Orders will be sent to the following addresses respectively:
 - 1) **NCBR:**

The National Centre for Research and Development, ul. Nowogrodzka 47a, 00-695 Warszawa;

e-mail: the address from which the Order was sent or eksperci@ncbr.gov.pl, and in the event of performing Orders as part of KED OP, the e-mail address from which the Order was sent or powerexpert@ncbr.gov.pl
 - 2) **Expert:**

The mailing address or e-mail address indicated in the Data Sheet.
2. The expert is obliged to protect and maintain the secrecy of the access data to the e-mail address specified in the Agreement, and not to disclose this data to third parties.

§ 9

The provisions of the relevant documents drawn up for the needs of individual programmes / calls for proposals related to the Order, shall be applied in matters not covered by these Rules.

§ 10

The following Appendices constitute an integral part of the Rules:

- 1) Appendix No. 1 - Template Data Sheet
- 2) Appendix No. 2 - Template statement confirming that the expert has not been employed in the project under the expert's assessment.
- 3) Appendix No. 3 - Template statement on impartiality and confidentiality
- 4) Appendix No. 4 - Template expert's work assessment sheet.