

**GRANT AGREEMENT FOR THE PROJECT
UNDER THE SMART GROWTH OPERATIONAL PROGRAMME**

Agreement No.: POIR.01.01.01-00-0912/17-00

The Grant Agreement for funding the Project: *Development of a New Medicine used for Treatment of Glioblastoma Multiforme*.

Within Measure 1.1: R&D Projects of Enterprises under the Smart Growth Operational Programme 2014-2020 co-financed by of the European Regional Development Fund, hereinafter referred to as “**the Agreement**”, concluded in Warsaw on **19th June 2018** between:

the National Centre of Research and Development, with its registered office, as follows: ul. Nowogrodzka 47a, 00 – 695 Warszawa, hereinafter referred to as “the Intermediate Authority”,

Represented by: **Anna Ostapczuk, Director of the Programme Management Department on the basis of the Power of Attorney No.157/2017 dated 1st August 2017**

And

WPD PHARMACEUTICALS Sp. z o.o. (LLC) with its registered office, as follows: 02-089 Warszawa, ul. Żwirki i Wigury 101, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS No. 0000693186, as of 20th March 2018, with its initial capital amounting to 5,000.00 PLN, paid in the amount of 5,000.00 PLN, Taxpayer id No: NIP 5252721500, Business id No.: REGON 36822632500000, represented by: Mariusz Olejniczak, CEO, hereinafter referred to as: the Beneficiary.

Hereinafter referred to as “**the Parties**”.

Acting on the basis of:

1. Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17th December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European

Maritime and Fisheries Fund, and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (OJ EU L 347 of 20th December 2013, p. 320), hereinafter referred to as “Regulation 1303/2013”;

2. The Act of 11th July 2014 on the principles of implementation of the Cohesion Policy Programmes, financed under the 2014-2020 Financial Perspective (Journal of Laws of 2018, item 1460), hereinafter referred to as the “Implementation Act”;
3. The Act of 27th August 2009 on Public Finance (Journal of Laws of 2017, item 1870, as amended), hereinafter referred to as the “**APF**”;
4. Regulation No. 1301/2013 of the European Parliament and of the Council of 17th December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006 (OJ EU L 347 of 20th December 2013, p. 289);
5. Commission Regulation (EU) No. 651/2014 of 17th June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EUL 187 of 26th June 2014, p. 1), hereinafter referred to as “Regulation 651/2014”;
6. Commission Regulation (EU) No. 1407/2013 of 18th December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ EUL 352 of 24th December 2013, p. 1), hereinafter referred to as “Regulation 1407/2013”
7. The Smart Growth Operational Programme 2014-2020, which was approved by way of the European Commission Decision of 12th February 2015, hereinafter referred to as “SG OP”;
8. The Act of 3rd October 2008 on the provision of information concerning the environment and environmental protection, the participation of the public in environmental protection and the environmental impact assessment (Journal of Laws of 2017, item 1405), hereinafter referred to as the “EP Act”;

9. The Act of 29th January 2004 - Public Procurement Law (Journal of Laws of 2017, item 1579), hereinafter referred to as the “PPL - Act”;
10. The Regulation of the Minister of Regional Development of 18th December 2009 on criteria and rules of granting and clearance of advance payments and scope and terms of submitting applications for payment under the financial programmes funded from European resources (Journal of Laws of 2016, item 1161), hereinafter referred to as the “Regulation on advance payments”;
11. The Regulation of the Minister of Science and Higher Education of 25th February 2015 on criteria and rules on granting state aid and de minimis aid through the National Centre for Research and Development (Journal of Laws of 2015, item 299), hereinafter referred to as “MS&HE Regulation”, (the aid scheme registered as SA.41471 (2015/X));
12. The Agreement of entrusting the implementation of SG OP for the Priority Axes 1. Support for R&D activity of enterprises and 4. Increasing the research potential concluded in Warsaw on 17th December 2014 between the Minister of Infrastructure and Development and the Intermediate Authority and the Minister of Science and Higher Education annexed on 5th November 2015,

the Parties have agreed upon the foregoing.

Article 1. Definitions

When used herein, the following terms shall mean as follows:

1. **Industrial research** – research as referred to in Article 2 (85) of the Regulation 651/2014;
2. **Grant** – the amount of support/funding granted to the Beneficiary from the public funds on the basis of the Agreement;
3. **Activity/Measure** – Measure 4.1: Research and Development;
4. **Managing Authority** – the minister in charge of regional development, the service of which, in the SG OP implementation process, shall be ensured by an organizational unit in the Ministry in charge of regional development;

5. **Copies** – the copies of documents, each page of which has been certified as consistent with the original by a person authorized to represent the Beneficiary, unless this Agreement stipulates otherwise¹;
6. **Eligible expenses** – the eligible expenses/expenditures as defined in *the Guidelines regarding the eligibility of project expenses as part of the European Regional Development Fund, the European Social Fund and the Cohesion Fund 2014-2020*, being Annex No. 2 to the rules of conducting the contest that constitutes the catalogue of eligible expenses possible to incur;
7. **SME** – micro, small or medium-sized enterprises as referred to in Article 2 of the Annex No. 1 to the Regulation 651/2014;
8. **Irregularities** – irregularities within the meaning of Article 2 (14) of the Implementation Act;
9. **Payer** – the Bank Gospodarstwa Krajowego that, acting on the basis of the payment order issued by the Intermediate Authority, shall make the payments;
10. **Payments** – the European Regional Development Fund resources referred to in Article 186 (2) of the APF;
11. **Final payment** – the payment of the amount covering the reimbursement in whole or in part as specified in the Agreement of the eligible expenses incurred for implementation of the Project that is made after the final payment request has been accepted;
12. **Pre-implementation works** – preparatory activities for implementation of the results of the industrial research and development, or the development works in economic activity, due to which the solution being the subject matter of the Project is brought to the stage where it can be commercialized (in particular, developing the implementation documentation, services of a patent attorney, tests, certification, market research);
13. **Development (works)** – experimental development (works) as referred to in Article 2 (86) of the Regulation No. 651/2014;

¹ It does not apply to electronic documents transmitted through SL2014 system.

14. **Project** – the project/undertaking that is carried out by the Beneficiary, including the industrial research and development, or the development works; the Project may include also the pre-implementation works;
15. **Force Majeure** – the event or the series of events beyond the Parties' control that prevent the Parties from fulfilling their obligations arising from the Agreement, that the Parties could not foresee, prevent or overcome by due diligence;
16. **SL2014** – the major application within the Central Information & Communication System, aimed at supporting the processes related to Project maintenance, starting with the date of the Agreement signing;
17. **Flat rate** – a simplified method of settling the project expenditures constituting a certain percentage of one or several expenditure categories;
18. **Public funds** – the funds as referred to in Article 5 (1) (1) and (2) of the APF;
19. **Beneficiary's own contribution** – the financial resources secured by the Beneficiary that will be used for covering the eligible expenses and that will not be transferred to the Beneficiary as a grant (the difference between the amount of the eligible expenses and the amount of the grant transferred to the Beneficiary); the Beneficiary's own contribution cannot come from the public funds, including grants/subsidies from the State's budget or from the budget of the local government units, unless the procedure of granting the am. subsidies/grants does not exclude the possibility that the funds coming from such grants/subsidies are used to cover the own contribution under the SG OP²;
20. **Grant application** – the application submitted by the Beneficiary in order to obtain the grant/funding, the copy of which constitutes the Annex No. 1 to the Agreement;
21. **Payment request** – a document drawn up by the Beneficiary, based on the template developed by the Managing Authority of the SG OP, in order to request for making the advance payment, to make the clearance of the advance payment or to request for refunding the incurred illegible expenses (in the form of the final or intermediate payment);

² In such case it should be verified if the own contribution made like this does not result in the double financing of the expenditures and the unjustifiable state aid for the entrepreneur.

22. **Payment order** – a document issued in line with the template specified in the Regulation of the Minister of Finance issued on the basis of Article 188 (6) of the APF.

Article 2. Subject Matter of the Agreement

1. The Agreement defines the principles on which the Intermediate Authority shall grant the funding for the Project implementation and the Parties' rights and obligations arising from this.
2. The funding for the industrial research and development, or the development works is granted on the basis of Chapter 2 of the Regulation of the Minister of Science and Higher Education on criteria and rules of granting state aid and de minimis aid through the National Centre for Research and Development of 25th February 2015 and it constitutes the public aid exempted from notification provided in Article 108 of the Treaty on the Functioning of the European Union on the basis of the Regulation 651/2014.
3. Funding of the pre-implementation works includes:
 - 1) The de minimis aid for the entrepreneur for support of commercialization of the results of the industrial research and development and other forms of transfer of such results into the economy, which is granted on the basis of Chapter 9 of the Regulation of the MS&HE and which constitutes the aid exempted from notification laid down by Article 108 of the Treaty on the Functioning of the European Union on the basis of the Regulation 1407/2013 (hereinafter: "de minimis aid");
 - 2) The public aid for SME to cover the expenditures for consultancy services that is granted on the basis of Chapter 8 of the Regulation of the MS&HE and which constitutes the public aid exempted from notification laid down by Article 108 of the Treaty on the Functioning of the European Union on the basis of the Regulation 651/2014 (hereinafter: "consultancy services for SME")
4. The Beneficiary undertakes to implement the Project with due diligence, and to use the funding in compliance with the principles defined herein.

Article 3. Terms and Conditions of Project Implementation

1. The Beneficiary undertakes to implement the Project within the scope specified in the budget of the Project consistently with:
 - 1) The Agreement and its annexes, in particular with the description included in the grant application;
 - 2) The binding regulations of the national and EU law, and the principles of the EU policies, including the regulations governing competitiveness, public procurement, state aid, environmental protection and gender equality;
 - 3) The guidelines referred to in Article 5 (1) of the Implementation Act that are binding on the date of carrying out the specific action relating to the Project implementation³;
 - 4) *the Guidelines regarding the eligibility of project expenses*, being an annex to the Rules of Conducting the Contest.⁴
2. Qualifying the Project for funding does not constitute recognition of all expenses incurred during its implementation as eligible ones.
3. The Beneficiary undertakes to implement the assumed objectives and to achieve the indicators determined in the grant application.
4. The Beneficiary undertakes to carry out the whole scope of the Project in question and to implement the results of the industrial research and development or the development works within three years from completion of the Project, in accordance with the grant application being the annex to the Agreement.
5. Making a request for the final payment, the Beneficiary shall submit the final information on the Project implementation to the Intermediate Authority

³ In order to assess the eligibility of incurred expenses, *the Guidelines regarding the eligibility of project expenses as part of the European Regional Development Fund, the European Social Fund and the Cohesion Fund 2014-2020*, in the version binding as of the date of incurring expenses, shall be used. To assess the correctness of the agreements concluded in the course of Project implementation, as a result of the conducted procedures, the Guidelines in the version binding as of the date of commencing a given procedure, which conclude with the agreement signing, shall be used. In the event of changes to the Guidelines, in relation to any unsettled expenses incurred before the date of entry into force of the new version of the Guidelines, the Beneficiaries may apply such new version if it introduces certain solutions that are more favorable to them

⁴ In case of any changes in *the Guidelines regarding the eligibility of project expenses* the version as of the date of carrying out a given action relating to the Project implementation is binding for Beneficiary.

(hereinafter: “Final Information”), confirming the completion of the industrial research and development, or the development works scheduled in the grant application.

6. The final information shall be verified by the Intermediate Authority to check if the Beneficiary has exercised due diligence and observed the Agreement during the Project implementation.
7. The results of the industrial research and development or the development works carried out during the Project can be implemented, as follows:
 - 1) Implementing the results of the industrial research and development, or the development works into the Beneficiary’s own economic activity through commencing production or providing services based on the obtained results of the Project, or
 - 2) Granting the license for use of the Beneficiary’s rights to the results of the industrial research and development, or the development works in the economic activity run by another entrepreneur, or
 - 3) Sale of the rights to the results of the industrial research and development or the development works in order to implement them into other entrepreneur’s economic activity.
8. Sale of the rights to the results of the industrial research and development or the development works for their further resale shall not be deemed the implementation of the results of the industrial research and development, or the development works. Sale of the rights to the results of the industrial research and development or the development works and granting the license to use the beneficiary’s rights to the results of the industrial research and development or the development works in the economic activity run by another entrepreneur shall be made at the market price.
9. The beneficiary undertakes to submit the report on implementation of the results of the industrial research and development or the development works to the Intermediate Authority (hereinafter “Report on Implementation”), within 30 days from the date of completion of the implementation, subject to Paragraph 15.

10. In the cases specified in Paragraph 7 (2) and (3) the Beneficiary undertakes to submit immediately the copy of the License Agreement/copy of the Sale Agreement regarding the rights to the results of the industrial research and development or the development works concluded with the Licensee/purchaser accompanying the Report on Implementation to the Intermediate Authority. The Beneficiary shall submit any annexes to the concluded agreements to the Intermediate Authority within 14 days from their conclusion.
11. The Agreement regarding either sale of the rights to the results of the industrial research and development or the development works, or granting license for use of these results at the market level shall include as follows:
- 1) The price of selling the rights to these results or granting the license to use these results is guaranteed at the market level;
 - 2) The licensee/the purchaser of the rights undertakes to implement these results in its own activity through commencing the production or providing the services based on the project results;
 - 3) Disposing the rights to these results to the third parties is prohibited (in case of the sale agreement);
 - 4) The period within which these results should be implemented in the purchaser's/licensee's economic activity is specified;
 - 5) The purchaser/licensee shall make a declaration that the purchaser/licensee undertakes to implement these results into its economic activity within a year from the date of conclusion of the agreement regarding either sale of the rights to the results of these research and works or granting the license to use of the results of the research or works at the latest, or within one year after the Project completion at the latest, if the agreement regarding either sale of the rights to the results of these research and works or granting the license to use of the results of the research or works is concluded in the course of the Project implementation.
12. The entrepreneur may commence implementation of the results of the industrial research and development works, or the development works prior to the Project completion.

13. Within one year from approval of the Report on Implementation by the Intermediate Authority the Beneficiary shall present the information on the social and economic effects of the implementation. In case of the implementation in a form of either disposal of the rights to the results of the industrial research or development, or the development works or granting the license to use of the results of these research and works, the Beneficiary shall enclose the declaration of implementing the results of these research and works into the Purchase's/Licensee's economic activity.
14. The Beneficiary undertakes to submit a request for the final payment immediately if during the Project implementation it turns out that any further industrial research and development, or the development works are not likely to achieve the assumed results or if after completion of the research works the implementation turns out to be pointless from economic point of view.
15. The Beneficiary that carries out the Project is not obligated to continue the industrial research and development, or the development works or to implement the Project results, if the documents referred to in Paragraph 5 do not confirm the purposefulness of continuing the industrial research and development, or the development works, or implementing the Project results because of occurrence of the circumstances referred to in Paragraph 14, and the Intermediate Authority after having analyzed the documents referred to in Paragraph 5 confirms that it is pointless to continue the Project implementation taking into consideration the occurrence of the circumstances beyond the Beneficiary's control, subject to the Beneficiary's observance of due diligence and the provisions of the Agreement.
16. In the situation referred to in Paragraph 15, the Project is deemed closed and the Beneficiary shall receive the funding proportional to the scope of the completed works in accordance with the rule that the amount of the funding is calculated on the basis of the expenses actually incurred by the beneficiary that are eligible for support and that are indicated in the payment request and approved by the Intermediate Authority, subject to the levels of the support intensity and the maximum grant size.
17. If the Project includes the enterprise in the meaning of Article 3 Paragraph 1 (13) of the EP Act, the Beneficiary undertakes to present prior to

commencement of the Project stage including such enterprise, i.e. the stage No.⁵, the completed form of “the Analysis of the Project Compliance with the Environmental Policy” in accordance with the template specified in the Annex No. 7 to the Rules of the Contest. Further to the submitted completed form the Beneficiary may be required by the Intermediate Authority to submit some additional documentation in the scope of the environmental impact assessment and the appropriate approvals and permits arising from the Project implementation.

18. In the expense eligibility period, as referred to in Article 7 (1) of the Agreement, and until the completion of the Project durability period, as referred to in Article 10 of the Agreement, the Beneficiary may not transfer onto any other entity any of its rights, obligations or liabilities arising hereunder, without the Implementing Authority's written consent.

19. The Implementing Authority shall not be liable for any damages arising from implementation hereof.

Article 4. The Conditions for Granting the Premium⁶

1. In reference to the aid referred to in Article 2 (1) the Beneficiary shall obtain the right to the premium for wide dissemination of the results of the industrial research or development works amounting to 15 percentage points, whereas:
 - 1) In case of the industrial research – obtaining of the premium must not result in exceeding the intensity of 80% of the eligible expenses for micro and small-sized entrepreneurs, 75% of the eligible expenses for medium-sized entrepreneurs,
 - 2) In case of the development works - obtaining of the premium must not result in exceeding the intensity of 60%⁶ of the eligible expenses for micro and small-sized entrepreneurs, 50% of the eligible expenses for medium-sized entrepreneurs.

⁵ One should give the numbers of all stages in which implementation of the enterprise in the meaning of Art. 3 Par. 1 (13) of the EP Act is planned. If there is no such enterprise in the Project, leave this box empty.

⁶ If applicable.

2. Obtaining the premium, referred to in Par. 1, is possible, if within 3 years from completion of the Project implementation the results achieved by the Beneficiary become, as follows:
 - 1) presented during at least 3 technical and scientific conferences, whereas at least one conference is a nation-wide rank, or
 - 2) published in at least 2 technical or scientific journals from the list of journals kept by the Ministry of Science and Higher Education (in the Part A of the journal list) or through the data bases providing open access to the achieved results of the project (the raw research data), or
 - 3) disseminated in whole through free software or the software with the open source license.
3. The Beneficiary shall present the report on dissemination of the results of the industrial research or the development works immediately after meeting the conditions referred to Par. 2. In the report the Beneficiary shall indicate the forms of dissemination of these results together with the documents confirming sharing the information with the society, in particular:
 - 1) Confirmation of the participation in the conference together with its programme in which there is the presentation of the Project results covered by the support indicated as a part of the agenda;
 - 2) Confirmation of the publication in the technical and scientific journals that are indicated in the list kept by the Ministry of Science and Higher education (a copy of the journal enclosed);
 - 3) Indication of the website where the data base is made available which provides open access to the raw research data;
 - 4) Submitting a data carrier with either free software or the software with the open access license.
4. In case referred to in Par. 2 (3) the Beneficiary undertakes to provide an access and to disseminate the results of the industrial research or the development works to all entities interested in use of these results free of charge, subject to the principle of equal access. Providing the software in its incomplete version that does not retain all functional qualities attributable to the research results is not deemed the wide dissemination.

5. If neither report referred to in Par. 3 is presented nor the conditions referred to in Paragraphs 1 and 4 are met, the intensity of support will be decreased down to the basic level of the support intensity.

Article 5. SL2014

1. The Beneficiary undertakes to use SL2014 in the Project implementation process, and to comply with the current version of the Beneficiary's Guidebook provided by the Intermediate Authority or the Managing Authority.
2. The Beneficiary undertakes to accurately and promptly enter data consistent with the actual status to SL2014, within the period as defined in *the Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*, issued by the minister in charge of regional development.
3. The Beneficiary undertakes to comply with the Safety regulations regarding the information processed in SL2014 by any persons authorized to perform on the Beneficiary's behalf the activities connected with Project implementation.
4. The Beneficiary undertakes to appoint authorized persons⁷ to perform on the Beneficiary's behalf the activities connected with Project implementation, and to assign them to SL2014 operations, in accordance with the *Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*. The Beneficiary shall be liable for any SL2014 operations or failures performed by such authorized persons referred to above as for Beneficiary's own operations.
5. The beneficiary undertakes to use an ePUAP trusted profile or a secure electronic signature, verified through a valid qualified certificate, as part of the authorization procedure performed in SL2014.

⁷ The authorized person shall be understood as a person indicated by the beneficiary in the Request for granting/changing/withdrawing access for an authorized person, who is authorized to operate SL2014 on the beneficiary's behalf, e.g. to prepare and submit the payment requests, or to provide other information connected with Project implementation. The above-mentioned request constitutes an annex to *the Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*.

6. If it is not possible to use an ePUAP trusted profile for some technical reasons, the authorization procedure consisting in using the login and password generated by SL2014 shall be performed by.
7. The Beneficiary undertakes to notify the Intermediate Authority of any unauthorized access to the Beneficiaries data in SL2014.
8. Should SL2014 become inaccessible, the Beneficiary shall report the encountered problem to the Intermediate Authority. If an employee of the Implementing Authority confirms a SL2014 failure, the Project settlement process and communication with the Intermediate Authority shall be conducted in writing and via electronic carriers or via the ePUAP platform. The Intermediate Authority shall immediately notify the Beneficiary of the SL2014 failure being resolved, and the Beneficiary shall undertake to supplement data in SL2014 in respect of any documents presented in writing or via the ePUAP platform, within 5 working days of the receipt of such information.
9. During the inspection in the place of the Project implementation referred to in § 14 the Beneficiary undertakes to present the documents submitted through SL2014, related to the Project being implemented. Submitting the documents through electronic means shall not release the Beneficiary from its obligation to store the original documents for a period referred to in Art. 14 (15) and to provide access to them during an on-site inspection.

Article 6. Project Value and the Amount of Funding

1. The total cost of the Project amounts to 31,435,831.75 PLN (in words: thirty one million four hundred thirty five thousand eight hundred thirty one 75/100 Polish zlotys).
2. The overall value of the eligible expenses amounts to 31,435,831.75 PLN (in words: thirty one million four hundred thirty five thousand eight hundred thirty one 75/100 Polish zlotys), whereas 16, whereas:
 - 1) The maximum value of expenses eligible for support for the industrial research amounts to 12,694,891.96 PLN (in words: twelve million six

hundred ninety four thousand eight hundred sixty one 96/100 Polish zlotys);

- 2) The maximum value of expenses eligible for support for the development works amounts to 18,740,939.79 PLN (in words: eighteen million seven hundred forty thousand nine hundred thirty nine 79/100 Polish zlotys);
- 3) The maximum value of expenses eligible for support for the pre-implementation works amounts to 0.00 PLN (in words: zero 00/200 Polish zlotys), where
 - a) As de minimis aid amounts to 0.00 PLN (in words: -)
 - b) For covering the costs of the consultancy services for MSE amounts to 0.00 PLN (in words: -)⁸.
3. Subject to the terms and conditions specified herein, the Intermediate Authority grants to the Beneficiary the funding in the amount not exceeding 21,400,477.45 PLN (in words: twenty one million four hundred thousand four hundred seventy seven 45/100 Polish zlotys) what constitutes 68.08 % of the overall expenses eligible for support within the framework of the Project, whereas:
 - a) The maximum value of the grant for the industrial research amounts to 10,155,913.57 PLN (in words: ten million one hundred fifty five thousand nine hundred thirteen 57/100 Polish zlotys) what constitutes 80% of the amount of the expenses for the industrial research;
 - b) The maximum value of the grant for the development works amounts to 11,244,563.88 PLN (in words: eleven million two hundred forty four thousand five hundred sixty three 88/100 Polish zlotys) what constitutes 60% of the amount of the expenses for the development works;
 - c) The maximum value of the grant for the de minimis aid amounts to 0.00 PLN (in words: -) what constitutes 0% of the amount of the expenses incurred in this respect;
 - d) The maximum value of the grant for the expenses to cover the consultancy services for MSE amounts to 0.00 PLN (in words: -) what constitutes 0% of the amount of the expenses for these expenses⁹.

⁸ Possible only in case of MSE.

⁹ Possible only in case of MSE.

4. The indirect expenses ratio settled with the flat rate shall be, as a general rule¹⁰, 25% of the value of the eligible expenses indicated in the other cost categories, excluding the subcontracting expenses – 3,068,366.35 PLN.
5. Any expenditures exceeding the total amount of the eligible expenses defined in Par. 2, including expenditures arising from an increase in the overall Project implementation expenses after conclusion of the Agreement, shall be covered by the Beneficiary and constitute ineligible expenses.
6. The Beneficiary undertakes to ensure the financing of the expenses representing the required own contribution and the ineligible expenses necessary for the Project implementation within the Beneficiary's own resources.
7. If the amount of the expenses eligible for funding changes due to the modification of the Project scope, the funding amount granted may be reduced after the Intermediate Authority's prior consent
8. The funding amount shall be transferred to a separate bank account of the Beneficiary No. 56 1050 1298 1000 0090 3137 3377 as regards refunds.
9. By the time of receiving a refund or advance payment, the Beneficiary shall finance the Project within its own resources.
10. The funding for the pre-implementation works shall be transferred after prior positive opinion of the report on the last stage implementation within the framework of the development works.¹¹
11. The amount of the eligible expenses for the pre-implementation works must not exceed the limit of 20% of the overall eligible expenses of the Project.
12. The method of settling the expenses in accordance with the flat rate must not be changed for any other method. Within the framework of the Project it is not possible to settle some of the indirect expenses using the flat rate and the other ones on basis of the expenses incurred.

¹⁰ **Note:** in case of the indirect expenses for **the pre-implementation works financed within the de minimis aid** it should be additionally considered that the indirect expenses cannot represent more than 15% of **the overall eligible expenses of the pre-implementation works** financed as the de minimis aid.

¹¹ The industrial research must be completed prior to completion of the research in the Project. The development works must be completed prior to completion of the pre-implementation works in the Project.

Article 7. Eligibility of Expenses

1. The eligibility period for the expenses within the Project begins on 1st January 2018 and it finishes on the date of the final payment request, i.e. 31st December 2011.
2. The expenditures shall be settled in a form, as follows:
 - 1) Refund of the actually incurred expenses in relation to the category of direct expenses;
 - 2) The flat rate in relation to the category of indirect expenses
 - Subject to the support intensity.
3. The date of incurring the first legally binding undertaking to order equipment, or another undertaking that makes Project implementation irreversible ¹² , whichever of these two events occurs first, shall be considered the Project commencement date. No preparatory activities, and in particular feasibility studies, advisory services related to Project preparation, including preparatory (technical, financial or economic) analyses, or the preparation of documentation related to the contractor's selection, shall be treated as the commencement of the works, unless their costs are covered by the state aid.
4. The financial settlement of the final payment request, understood as follows, shall be considered the Project completion:
 - 1) The date of crediting the Beneficiary's bank account¹³ (in the case where the Beneficiary is bound to receive funds as part of settlement of the final payment request), or
 - 2) The date of accepting the final payment request - in the other cases.
5. The Project completion date shall be the date from which the Project durability period, as referred to in Article 10, shall be calculated.

¹² The irreversibility of the investment means lack of possibility of one-sided withdrawal from the investment without incurring significant loss. The works are deemed commenced if from the economic point of view the provisions of the Agreement make it difficult to withdraw from the Project implementation, in particular, if in result of withdrawal from the investment one would lose a significant amount of the financial resources.

¹³ In accordance with Article 13 of the general regulation, the Beneficiary shall receive the total payable amount of the eligible public expenses not later than 90 days from the date of submitting the payment request by the Beneficiary – subject to the resources availability.

6. If the Beneficiary commences the Project implementation either before or on the date of submitting the Grant Application, all expenditures within the Project shall become ineligible.
7. The Beneficiary shall submit a final payment request within the period specified in Par. 1.
8. The expenditures incurred for the tax on goods and services (VAT) may be deemed the eligible expenses, if VAT is not returnable or deductible for the Beneficiary.
9. If during the Project implementation or after its completion it is possible for the Beneficiary to deduct VAT on the goods and services purchased within the Project implementation or to obtain its return, then the Beneficiary shall be obliged to inform the Intermediate Authority about this. The Beneficiary is obliged to return the amount corresponding to the VAT previously determined by the Beneficiary as non-deductible and in respect of which the Beneficiary have received the funding from the date on which it becomes deductible. The VAT funded within the Project shall be returned in compliance with Article 207 (1) (2) of the APF, together with interest in the amount determined as in the case of tax arrears calculated from the date of transfer of the resources.
10. The expenditures for implementation of the results of the industrial research and development, or the development works shall not be the eligible expenses.
11. In case of the Agreement termination pursuant to Art. 15 (1-4), the Intermediate Authority may deem all expenditures incurred by the Beneficiary within the Project as ineligible.

Article 8. Terms and Conditions of Providing the Grant

1. The Beneficiary is obliged to submit payment requests via SL2014, within the periods defined by the Intermediate Authority, however not less frequently than once in three months, starting from the Project commencement date.
2. Should SL2014 become inaccessible, resulting in the inability to send a payment request via SL2014, the Beneficiary shall submit the payment request to the Intermediate Authority in writing and via an electronic carrier, or via the

ePUAP system in a format compatible with SL2014 using the template defined in *the Guidelines concerning the terms and conditions of collecting and providing data in electronic format for 2014-2020*. The Beneficiary undertakes to supplement the data in SL2014 in the scope of the submitted payment request within the period referred to in Clause 5 (8) of the Agreement.

3. If the Project Beneficiary is a unit operating within the public finance sector, its every eligible expense should be included in the payment request submitted to the proper Authority within the period of up to 3 months from the date of its being incurred¹⁴.
4. The grant is provided for the beneficiary in the form of advance payment or the refund of the incurred eligible expenses that shall be paid in the amounts defined in the Project payment schedule, based on the payment requests submitted by the Beneficiary and accepted by the Intermediate Authority
5. The Beneficiary shall be provided with the funding on the basis of the payment requests that shall not exceed 90% of the total funding referred to in Art. 6 (3) hereof, reduced by the amounts of the irregularities in the Project in accordance with Art. 9 (13) of the Agreement. The Intermediate Authority shall transfer the remaining amount of the funding, as the final payment, to the Beneficiary after prior acceptance of the beneficiary's final payment request.
6. The overall value of the funding in a form of the advance payment amounts to 0.00 PLN (in words: -) and it must not exceed 90% of the total amount of the grant referred to in Art. 6 (3) of the Agreement.
7. The payments transferred from a separate bank account serving the advance payment purpose can be made exclusively as payments for expenditures eligible for the funding under the Project, in the amount corresponding to the amount of the funding for this purpose. If the Intermediate Authority consents to this, the ineligible expenses related to the Project implementation may be paid from the resources of the advance payment. The payments transferred from a separate bank account serving the advance payment purpose that are made without the Intermediate Authority's consent and for the expenditures not related

¹⁴ If applicable.

to the Project Implementation and also for the ineligible expenses shall be treated as the expenditures referred to in Article 207 (1) (1) of the APF.

8. The highest advance payment tranche provided as part of the Project amounts to 0.00 PLN (in words: -) and it must not exceed 20% of the funding referred to in Art. 6 (3) hereof.
9. In justified cases, the Intermediate Authority may change the amount of the advance payment tranche depending on the financial condition of either the Beneficiary or the Intermediate Authority.
10. The Beneficiary may request the advance payment on condition that the collateral referred to in Article 18 (3) and (4) (2) hereof in accordance with Article 18 (8) has been provided.
11. The settlement of the advance payment shall involve returning the unused resources or indicating in the payment request, as follows:
 - 1) The eligible expenditures settling the advance payment tranche on the basis of the actually incurred expenditures (after taking the intensity of funding granted to the Beneficiary into account), or
 - 2) The actually incurred expenditures in the categories of expenses in relation to which the flat rate has been used.
12. The Beneficiary shall settle the entire advance payment tranche within 90 days of its transfer to the Beneficiary's bank account.
13. The receipt of the subsequent advance payment tranche, subject to Par. 6, shall be conditioned on the Beneficiary's settling at least 70% of all the advance payment tranches, which have been provided, through submitting the payment request to the Intermediate Authority in which the Beneficiary indicates the incurred expenses eligible for funding or return of the advance payment.
14. In case of failure to settle the whole amount of the advance payment tranche or failure to settle the advance payment tranche on time specified in Par. 12, the interest shall be calculated on the unsettled amounts provided through advance payments, which shall be treated as tax arrears, starting from the date of transfer of the amounts to the date of return of the unsettled advance payment

tranche or to the date of submission of the payment request settling this advance payment tranche.

15. As regards the recovery of the interest referred to in Par. 14, the provisions of Article 189 of the APF shall apply. If the Beneficiary returns the advance payment too late and without the proper amount of the interest, the Intermediate Authority shall divide the return into the main amount and the interest under Article 55 (2) of the APF.
16. The Beneficiary shall return the interest accrued during the calendar year on the bank accounts on the amounts of the funding provided through advance payments for Project implementation by 15th January of the following year by a separate wire transfer to the bank account indicated by the Supporting Authority.
17. The amount of funding in a form of payment from the resources of the European Regional Development Fund that is not spent at the end of the financial year shall remain at the Beneficiary's disposal in the next financial year on its bank account.

Article 9. The Conditions for Payment of the Grant

1. The funding payment shall be conditioned on the Beneficiary's submitting the properly completed payment request via SL2014, subject to Article 8 (2) hereof. The lack of expenditures does not release the Beneficiary from the obligation to submit payment requests with the properly completed reporting section describing the course of the Project implementation, including the Project indicators.
2. Along with each payment request, the Beneficiary shall provide a compilation of incurred expenditures, in relation to the eligible costs indicated in the payment request, provided however that, as regards the Beneficiary settling indirect costs on a flat-rate basis, the payment shall be conditioned on the Intermediate Authority's approval of the costs other than indirect costs reported in the payment request.

3. In the event of settling the Project expenses through refunds, the funding payment shall be conditioned on both the Intermediate Authority's approving the Beneficiary's expenditures which are eligible for funding and the positive verification of the reporting section of the payment request.
4. The expenditures settled with a flat rate are treated as the incurred expenditures. In case of settling the Project expenses on a flat-rate basis, the funding payment or the approval of the payment request in regard to settlement of the received advance payment shall be conditioned on:
 - 1) Indicating the expenditures to which the flat rate applies, and their approval by the Intermediate Authority;
 - 2) Verifying the correctness of the calculated limit of expenditures covered by the flat rate;
 - 3) Positively verifying the reporting section of the payment request.
5. The Intermediate Authority shall approve the payment request within 21 days of receipt of the completed payment request. In case of the payment request containing shortcomings or errors, the Beneficiary, at the request of the Intermediate Authority, shall submit the missing or corrected documents within 7 days of the request being served (the same applies to the call sent to the Beneficiary via SL2014). In such a case the 21-day period shall recommence from the date of submission of the proper/complete request by the Beneficiary. The Intermediate Authority may approve the payment request by excluding any expenditure that has not been properly documented, despite requesting the submission of any missing or corrected documents.
6. The Intermediate Authority, upon verifying the payment request, shall provide the Beneficiary with information on the payment request verification result. The Beneficiary's failure to remove the shortcomings or errors in the payment request within the period referred to in Par. 5 may result in:
 - 1) Rejecting the payment request, or
 - 2) Approving the payment request exclusively as regards the amount of the properly eligible expenses.
7. The Intermediate Authority may correct obvious typographical or computational errors in the payment request, and in the documents confirming

that the expenditures have been incurred, promptly notifying the Consortium Leader of this fact via SL2014.

8. The Intermediate Authority may entrust the assessment of Project implementation, along with the payment request submitted for verification, to an external entity, with the aim of obtaining an expert opinion. In this event, the period referred to in Par. 5 shall be extended by the period necessary for an independent external expert to draw up his/her opinion. The Intermediate Authority shall notify the Beneficiary of the fact that such opinion has been requested.
9. The final payment shall be made if the Intermediate Authority approves the final payment request.
10. The Intermediate Authority shall issue a payment order within 15 days of the payment request approval.
11. The payer shall transfer the payments in compliance with the payment schedule available at www.bgk.com.pl.
12. The Beneficiary shall not be entitled to any damages in case of a delayed issue of the payment order, or a delayed payment, if it results from, as follows:
 - 1) Lack of funds within the Intermediate Authority's financial plan;
 - 2) Failure to establish or provide a collateral for the proper performance of the obligations arising hereunder;
 - 3) Non-performance or undue performance hereof by the Beneficiary;
 - 4) Negative assessment of the Project environmental impact documentation;
 - 5) Delayed payment of the funding resulting from circumstances beyond the Intermediate Authority's control;
 - 6) Payer's delay in transferring the resources to the Beneficiary's bank account, in respect of the payment orders issued;
 - 7) Lack of funds on the payer's bank account which serves the purpose of payment transfer;
 - 8) Refusal, on the part of authorized institutions, including the European Commission, to grant the support from the state funds.

13. The amount of the grant referred to in Article 6 (3) of the Agreement shall be reduced by the amount recoverable due to irregularities.
14. The Beneficiary undertakes to run separate accounting books in respect of the expenditures incurred on the Project implementation, in a reliable and transparent manner, enabling the identification of individual accounting operations related to the Project, except for expenditures settled on the flat-rate basis.
15. The Beneficiary is obligated to keep the following documentation, described in a manner enabling its allocation to the specific items in the Project budget:
 - 1) Copies of the relevant accounting documents (invoices or documents of equivalent probative value and contracts), confirming that expenditures have been incurred, and payments have been made,
 - 2) Copies of acceptance reports documenting work/services performance or copies of documents confirming the compliance of Project implementation with the terms and conditions hereof;
 - 3) In case of concluding a lease agreement, a copy of the lease agreement; in case of authorizing the lessor to incur expenditures eligible for funding, the following documents shall also be enclosed:
 - a) A copy of the lease object purchase invoice which has been settled by the lessor,
 - b) A copy of the lessor's authorization in the form of a mandate contract.
16. The Beneficiary is obligated to provide access, in its registered office (in a separate room), to the properly organized and correctly described documentation referred to in Par. 15 for Intermediate Authority or the authority authorized by it for verification purpose. At the Intermediate Authority's request, the Beneficiary is obligated to send the documentation to the Intermediate Authority's registered office.
17. The provisions of Paragraphs 15 and 16 shall not apply to the categories settled on the flat-rate basis. This does not preclude the Beneficiary's obligations arising from the specific provisions.

18. Verification of the documentation may be carried out in the Beneficiary's registered office, following the prior notification delivered at least 5 working days before such verification.
19. If the documentation verification procedure reveals any shortcomings or errors which do not result in the cost being deemed ineligible, the Beneficiary is obligated to make the relevant corrections or supplement the missing documents, as indicated by the Intermediate Authority, or to comply with the instructions given by an authority authorized by the Intermediate Authority to perform such verification.
20. If the documentation referred to in Par. 15 contains any shortcomings or errors which result in the costs being deemed ineligible, the Beneficiary, at the request of the Intermediate Authority, is obligated to submit clarifications and the missing or corrected documents, within 7 days of receipt of such request, subject to Par. 7. Where necessary, the Intermediate Authority can make another request in the above-mentioned mode. The Intermediate Authority may apply for the expert's opinion.
21. Failure to remove the errors or shortcomings by the Beneficiary from its documentation referred to in Par. 15 within 7 days may result in deeming all or part of the expenses ineligible or necessity for the Beneficiary to return all or part of the funding.

Article 10. Durability of the Project

The Beneficiaries undertakes to ensure durability of the Project referred to in Art. 71 of the Regulation 1303/2013, i.e. the Project outcomes funded by the structural funds, for a period of 3 years from the date of the final completion of the Project implementation.

Article 11. Monitoring of the Project Implementation

1. The Intermediate Authority shall monitor Project implementation, and in particular the attainment of the Project indicators within the period and scopes as determined in the application of the project financing.

2. The Beneficiary is obligated, where possible, to present the indicators of employment broken down by gender.
3. The Beneficiaries shall promptly notify the Intermediate Authority of any threats, problems and irregularities pertaining to the Project implementation.
4. In each year of the Agreement duration and in the period of the Project duration the Beneficiary is obligated to provide the Intermediate Authority with the copies of the report on the research and development activity (the R&D reports) for the previous year, submitted to the Central Statistical Office ('GUS') on the basis of the Act of 29th June 1995 on the official statistics (Journal of Laws of 2016 Item 1068 as amended). The copies shall be emailed (in xml format) to pnt01@ncbr.gov.pl, not later than on 31st March of a given year. If such R&D Report has been already submitted to the Intermediate Authority in regard to some other reporting obligation, the Beneficiary is obligated to notify the Intermediate Authority that it has submitted such report and indicate the number of the agreement for which it has been submitted.
5. Within 14 days after completion of a specific stage of the Project, specified in the grant application, the Beneficiary shall submit the report on the Project stage implementation (hereinafter: the Report) to the Intermediate Authority.
6. The Report shall specify the details of the Project stage implementation, including description of the Project current results and the information of achieving the Project milestone.
7. Within 14 days from receipt of the Report the Intermediate Authority shall analyze it in order to assess whether, as follows:
 - 1) The Project implementation is in accordance with the Agreement and the due diligence is observed;
 - 2) Continuation of the Project implementation leads to the Project envisaged results and objectives,and notify the Beneficiary about the results of this assessment.
8. In some cases, in particular when it is necessary for the Intermediate Authority to ask for the expert's opinion, the period referred to in Par. 7 may be extended and the Intermediate Authority shall properly notify the Beneficiary about this.
9. During analyzing the Report, the Intermediate Authority may require the Beneficiary to submit some additional clarifications within the set time limit.

10. Submitting the final payment request the Beneficiary shall provide the Intermediate Authority with the final information on the Project implementation in accordance with Article 3 (5) hereof.
11. If the Intermediate Authority finds, upon verifying the final payment request, that the Project objective has been accomplished but the Beneficiary has failed to attain the values of the assumed Project indicators, the Intermediate Authority may reduce the funding amount proportionately to the degree to which these indicators have not been attained.
12. If the Intermediate Authority finds that the values of the immediate result indicators specified in the grant application have not been attained, the Intermediate Authority may reduce the funding amount proportionately to the degree to which these indicators have not been attained, provided that the Project objective has been accomplished, whereas the reduction is made taking into account the reduction made on the basis of Par. 11.
13. The Beneficiary undertakes to attain and monitor the indicators determined in the grant application, including the indicators confirming the positive impact on the implementation of the principle of sustainable development.

Article 12. Competitiveness of Expenditures

1. The Beneficiary shall prepare and conduct the public contract award procedures in a manner that respects the rules of fair competition and equal treatment of tenderers.
2. Awarding the public procurement contract within the Project shall be carried out in accordance with:
 - 1) The PPL – in case of a statutory requirement,
Or
 - 2) The principle of competitiveness or the market insight as defined in *the Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*¹⁵,

¹⁵ It does not apply for the expenses settled on a flat-rate basis.

3. The Beneficiary shall determine the value of the public procurement contract with due diligence.
4. The Beneficiary shall ensure that all participants of the public procurement contract procedure have equal access to the information concerning the public contract and that no participant is privileged more than the others and the procedure is conducted in a transparent manner.
5. The Beneficiary shall specify the qualitative criteria that do not limit competitiveness while assessing the offers provided within the public contract award procedure, including the requirements regarding the subject of the public contract.
6. The Beneficiary undertakes to make the details of the invitation to the public contract procedure and its results available to the public within the public contract award procedure according to *the Guidelines on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020*.
7. If the Beneficiary violates the contract award procedure, the Intermediate Authority shall treat the whole or part of the expenditures related thereto as ineligible, in compliance with the regulation issued under Article 24 (13) of the Implementation Act by the minister in charge of regional development.
8. If while purchasing the services or supplies necessary for the Project implementation the Beneficiary selects from several offers most advantageous from economic point of view, the Beneficiary shall undertake to select the offer most advantageous regarding its environmental and climate impact (e.g. less energy consumption, water consumption, use of recycled materials, etc.).
9. If the legislation does not require that the Beneficiary conclude agreements/contracts in Polish, the Beneficiary that concludes such contract/agreement in a foreign language undertakes, at the Intermediate Authority's request, to have such agreement/contract translated (a certified translation) into Polish.

Article 13. Promotion and Information

1. The Beneficiary undertakes to notify the general public of the receipt of the grant for Project implementation from the SG OP resources, both during Project implementation and after its completion. All promotional and informational activities and each document that is made available to the public or used by the Project participants shall include the information on the grant being obtained from the EU and the Intermediate Authority within the SG OP using:
 - 1) The marking of the European Funds and the name of the SG OP;
 - 2) The marking of the EU;
 - 3) The logo of the intermediate Authority.
2. To the extent referred to in Par. 1, the Beneficiary is obliged to apply the provisions of Subparagraph 2.2 *Responsibilities of the Beneficiaries*, arising from Annex XII to Regulation 1303/2013 and Commission Implementing Regulation (EU) No. 821/2014 of 28th July 2014 laying down the rules for the application of Regulation (EU) No. 1303/2013 (OJ EU L 223/18 of 29th July 2014) of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data.
3. As regards information about and promotion of the Project, it is recommended that the Beneficiary observes the rules defined in the *“Information and Promotion Manual for Applicants and Beneficiaries of Cohesion Policy Programmes 2014-2020”* document, published on: www.poir.gov.pl and the *“Guidelines concerning Promotion of the Projects Financed from the Resources of the National Centre of Research and Development”* published on: www.ncbr.gov.pl.
4. At the Intermediate Authority’s request, the Beneficiary undertakes to prepare general information of the Project and its outcomes that are not the Company’s confidential information in the meaning of the Act of 16th April 1993 on combating unfair competition (Journal of Laws of 2003 No. 153, p.1503 as

amended). This information shall not be used for promotion of the Programme through the generally available publications.

Article 14. Inspection, Audit and Storage of Documents

1. Inspections and audits of the Project shall be conducted in accordance with the rules specified in Art. 23 of the Implementation Act and the provisions hereof.
2. The Beneficiary undertakes to submit itself to the inspection and audit conducted by the Intermediate Authority and other duly authorized authorities in the scope of the performed Agreement.
3. Within implementation of the obligation referred to in Par. 2 the Beneficiary shall, as follows:
 - 1) Inform the inspectors about all areas (areas, rooms) where the Project is implemented and the Project documentation is stored,
 - 2) Make available, at the inspectors' request, all documentation regarding the Project and the performed Agreement further to Art. 9 (15) and (16) hereof, including provision of access to the computer accounting system and to all documents and computer files and any other carriers regarding financial and technical management of the Project by the Beneficiary, including all confidential information relating to the Project implementation. The Beneficiary undertakes to provide access also to the documents that are not directly related the Project implementation, if necessary for establishing eligibility of the expenses incurred during the Project implementation.
 - 3) Provide access to all areas and rooms where the Project is implemented and enable inspection of the fixed assets purchased, amortized or developed within the Project implementation,
 - 4) Provide written or oral clarifications concerning the Project implementation during the inspections and ensure at the Beneficiary's expense presence of the competent persons providing clarifications on spending the financial resources and other issues related to the Project implementation,

- 5) Provide the inspectors, at their request, statements, printouts, sheets and copies of the documents related to the Project implementation and also presence of the person who during such inspection is authorized by the Beneficiary to certify copies as true ones,
 - 6) Make all documentation referred to in Art. 13 (17) hereof at the inspectors' request.
4. If the Beneficiary awards the contract for implementation of some tasks under the Project to any third parties in the scope of at least 20% of the eligible expenses, the Beneficiary undertakes to provide at the authorized authorities' request, referred to in Paragraph 2, the documents relating to the expenses actually incurred by all involved entities for execution of the works under the above-mentioned contract. The above-mentioned documents should clearly indicate the scope of the completed works and their expenses, including all margins arising from the contracts concluded with the contractors and subcontractors.
5. During the inspections the Intermediate Authority and other authorities referred to Paragraph 2 are authorized to make pictures, films or sound records in order to record the course of the inspecting activities - in the scope that complies with the subject of the inspection.
6. Failure to meet one of the obligations referred to paragraphs 3 and 4 by the Beneficiary is treated as hampering the inspection.
7. The Beneficiary shall be notified on the planned inspection not later than 5 days before its planned date.
8. After completion of the inspection the Parties shall follow the rules specified in Art. 25 of the Implementation Act.
9. In the case of any reservations as to the appropriateness of the incurred eligible expenditures or the Agreement performance manner, the Intermediate Authority shall notify the Beneficiary of this fact in writing, and shall have the right to withhold the funding payment until the final clarification of such reservations is provided.
10. Should any irregularities be revealed in the course of the inspection regarding the appropriateness of the incurred eligible expenditures, the Intermediate Authority or another institution authorized to hold such inspection under separate regulations might conduct the inspection aimed at checking once

again the eligibility of the expenditures and the appropriateness of the manner in which the Agreement is performed.

11. During an inspection of Project implementation carried out on-site, the Intermediate Authority or another institution authorized to hold such inspection under separate regulations shall verify whether the Beneficiary has not acquired the right to reduce the amount of goods and services tax (VAT) by the VAT that has been calculated.
12. During an inspection carried out on-site the institution authorized to hold such inspection may verify correctness of the flat rate applied, in accordance with the limit of the operating aid expenses settled on a flat rate basis.
13. The Intermediate Authority or other authorized institution may hold an *ad hoc* inspection as a result of the receipt of information about any irregularities in Project implementation or the occurrence of other material shortcomings on the part of the Beneficiaries. No *ad hoc* inspection shall require the prior notification of the Beneficiary referred to Par. 7. The provisions of Paragraphs 1-6 and 8-18 shall apply to such *ad hoc* inspection.
14. The Beneficiary shall provide the Intermediate Authority with copies of the post-inspection information and recommendations or other equivalent documents drawn up by the inspecting authorities, if the inspection outcomes refer to the Project within 7 days of the date of their receipt.
15. The Beneficiary is obliged to archive any and all data associated with Project implementation, and in particular the documentation associated with financial management, technical management, procedures for signing contracts with contractors in the manner assuring their security for the period referred to in Article 140 (1) of Regulation 1303/2013, however for the period not shorter than 10 years from the date of last funding granted under the aid scheme.
16. The period referred to in Par. 15 is a minimum period and the Intermediate Authority may extend the period for which the Beneficiary is obligated to archive the documentation related to the Project implementation of which the Beneficiary shall be notified in due course.
17. The Project where the grant value exceeds 3,000,000.00 PLN is subject to the obligatory external audit in accordance with Article 34 (1) (2) of the Act of 30th April 2010 on the rules of financing science (Journal of Laws of 2016, P. 2045 as amended). The audit should be commenced when 50% of the planned

expenditures related to the Project implementation has been incurred but not later than before incurring 80% of the expenditures related to the Project. The Beneficiary shall store the audit report for the period referred to in Par. 15 and made it available to the Intermediate Authority at its every request. The Beneficiary, subject to the principles referred to in Art. 12 hereof, shall select the entity that conducts the audit.

Article 15. Procedures and Conditions of Terminating the Agreement and Cancelling the Funding

1. Each Party, subject to a one-month notice period, may terminate the agreement. The Agreement shall be terminated in writing, or shall otherwise be null and void, and the Parties shall provide the grounds for terminating the Agreement.
2. The Intermediate Authority may cancel funding or terminate the Agreement, subject to a one-month notice period, in particular if:
 - 1) The Beneficiary refuses to submit itself to inspection or document verification, or hinder their performance, or fails to follow post-inspection recommendations within a set time limit;
 - 2) The Beneficiary has introduced legal and organizational changes posing a threat to the Agreement implementation or has failed to notify the Intermediate Authority of the intention to introduce such changes to its status which might pose a risk to proper Project implementation or to reaching the project objectives;
 - 3) Errors or shortcomings have been found in the submitted documentation of the Project environmental impact which have not been corrected or completed in the set time limit;
 - 4) The Beneficiary has failed to submit a payment request or the Report within a set time limit;
 - 5) The Beneficiary has not corrected the payment requests or the Report which are incorrect or incomplete within a set deadline;
 - 6) The Beneficiary has failed to submit information and clarifications on the Project implementation;

- 7) The Beneficiary has failed to promote the Project in a manner defined herein;
 - 8) The Report referred to in Art. 11 (15) hereof has been negatively assessed;
 - 9) Further Project implementation by the Beneficiary seems impossible or purposeless;
 - 10) Force Majeure has occurred;
 - 11) The Beneficiary fails to meet its obligations referred to in Art. 20 (3) hereof;
 - 12) The Beneficiary has not ensured the Project audit referred to in Art. 14 (17) hereof.
3. The Intermediate Authority may cancel funding or terminate the Agreement in writing with immediate effect, if:
- 1) The Beneficiary has failed to start the Project implementation for a period longer than 3 months of the agreed Project commencement date defined herein or failed to inform about the reasons for this delay, if the Beneficiary has not obtained the consent to extend the Project commencement date;
 - 2) The Beneficiary has ceased to implement the Project, or implements the Project in breach of this Agreement or applicable laws;
 - 3) There is no progress in Project implementation in relation to the time limits defined in the grant applications, which might raise reasonable concerns as to the possibility of implementing the Project in full or achieving its objectives;
 - 4) The Beneficiary has discontinued its business activities, the liquidation proceedings have been instituted against it or it has been under compulsory administration;
 - 5) The Beneficiary has provided false or incomplete representations or documents in order to receive funding, or at the stage of the Project implementation or during the Project durability period;
 - 6) The Beneficiary is found responsible for irregularities, and it has failed to take remedial measures within the time limit set by the authority carrying out the inspection;

- 7) The Beneficiary is in breach of the durability of operations, within the meaning of Art. 71 of Regulation No. 1303/2013;
- 8) The objective of the Project has not been achieved;
- 9) The Beneficiary has not followed the rules specified in the Agreement while purchasing the goods or the services;
- 10) The Beneficiary has failed to establish or provide within a set time limit a collateral for the performance of the obligations hereof in the form required by the Intermediate Authority;
- 11) The Beneficiary has used the funding contrary to its intended use, has collected undue funding, or funding in an excessive amount;
- 12) The Beneficiary has used the funding in breach of applicable procedures, referred to in Art. 184 of the APF;
- 13) It has been found that the Beneficiary has started implementing the Project stage that includes an undertaking in the meaning of Art. 3 (1) (13) of the EP Act although the Beneficiary has not submitted the required and correct documentation regarding the environmental impact assessment for this undertaking together with the appropriate permits and consents to the Intermediate Authority;
- 14) The Beneficiary is obliged to refund the support under the European Commission's decision;
- 15) A ban being a final judgment has been imposed against the Beneficiary that is referred to in Art. 12 (1) of the Act of 15th June 2012 on the repercussions of the work entrustment to foreigners staying illegally on the territory of Poland (Journal of Laws, P. 769);
- 16) The Beneficiary has failed to submit the final information, the Report on Implementation or the information on the social and economic effects of the implementation to the Intermediate Authority;
- 17) The Beneficiary has failed to complete the industrial research, the development works or the pre-implementation works covered by the grant application or has not fully completed these works, without the Intermediate Authority's consent;
- 18) The Beneficiary has failed to implement the results of the industrial research and development, or the development works (If the Project

includes only the second ones) or has implemented them in the scope other than specified in the Project;

- 19) The Beneficiary has sold or granted the license for the results of the industrial research and development, or the development works under the terms and conditions inconsistent with the Agreement;
- 20) The Beneficiary has failed to submit the copy of the agreement for sale of the results of the industrial research and development, or the development works / the copy of the license agreement or its annexes to the Intermediate Authority, or an amendment to the sale agreement / license agreement precludes proper implementation of the Agreement;
- 21) The Beneficiary Authority has become aware that the purchaser/licensee of the results of the industrial research and development, or the development works generated within the Project has failed to implemented these results into its own business activity by starting production or providing services based on the Project results, within the time limit set in the agreement of sale/granting the license concluded with the Beneficiary, or, in case of the agreement of sale, the results have been re-sold to the third part;
- 22) The Beneficiary has failed to return the funds within 14-day period from the date on which the decision referred to in Art. 207 (9) of the APF became the final decision, unless the Beneficiary was granted a relief from repayment of the liabilities;
- 23) Any preliminary proceedings have been instituted against the Beneficiary or against any individuals for whom it is responsible under the Act on the Responsibility of Collective Entities for Punishable Offences of 28th October 2002 (Journal of Laws of 2016, P. 1541 as amended), in a case which could have an effect on the Project implementation;
- 24) Within a 3-year period before conclusion of the Agreement or during the Project implementation the Intermediate Authority terminated another agreement of funding or of a project implementation with the Beneficiary through its fault - it does not apply to the cases where the agreements are terminated due to the force majeure or in case of confirmation of the circumstances referred to in Art. 3 (14) hereof by the Intermediate Authority.

4. The Intermediate Authority shall terminate the Agreement with an immediate effect if the Beneficiary commences the Project implementation earlier than on the day after the date of submission of the grant application i.e. if the Project does meet the incentive effect referred to in the regulations concerning the State aid.
5. The Intermediate Authority may withhold the funding if the amount specified in the payment request is not due or the Intermediate Authority has initiated proceedings further to the eventual irregularities affecting the expenditures in question.
6. The termination of the Agreement under Par. 1-4 shall be without prejudice to the Beneficiary's obligation to submit the report part of the payment request, within 25-day period from the date of the Agreement termination, and the obligation to archive documents related to the Project implementation, and to make them available at the request of the Intermediate Authority.
7. The Beneficiary is not entitled to any compensation for the termination of the Agreement for reasons referred to in Par. 1-4 herein.
8. The Beneficiary shall not be held liable to the Intermediate Authority or be deemed to be in breach of the provisions of this Agreement for the non-performance or undue performance of the Agreement resulting from a Force Majeure event.
9. The Beneficiary shall promptly notify the Intermediate Authority of the occurrence of a Force Majeure event, and provide substantiation for the occurrence thereof, indicating the impact of the Force Majeure event on the course of the Project implementation.

Article 16. Return of Funding and Recovery of the Funds

1. Should the Agreement be terminated for reasons laid down in Art. 15 (1-4), subject to Par. 2 and 8, the Beneficiary is obliged to return the awarded funding amount, in whole or in part, within 14 days of the receipt of the request plus the interest in the amount specified as for overdue tax liabilities, calculated from the date of transferring the funds into the Beneficiary's bank account to the date of their return, plus interest accrued in the Beneficiary's bank account on the funding awarded as an advance payment. The funding amount should be

returned by transfer into the bank account indicated by the Intermediate Authority, indicating:

- 1) the number of the Project;
- 2) the principal amount and interest;
- 3) the basis for the repayment;
- 4) the year in which the funds being repaid were received.

2. In accordance with Art. 207 (1) of the APF, if:

- 1) the awarded funding is utilized contrary to its intended use;
- 2) the awarded funding is utilized in breach of the procedures referred to in Art. 184 of the APF;
- 3) either undue funding or the funding in the excessive amount is collected;

the procedure for recovery of the funds specified thereof shall be applied. In case of breach of the Project durability the return of the funds shall take place under Art. 71 of the Regulation 1303/2013.

3. If circumstances referred to in Par. 2 occur, the Intermediate Authority shall demand that the Beneficiary:

- 1) Return the funds or
- 2) consent to the reduction of subsequent payments, pursuant to Art. 207 (2) of the APF,

within 14 days of receiving the request.

4. In the event of a failure to return the funds in the full amount with the interest specified as for overdue tax liabilities, the paid amount shall be allocated, on a pro rata basis, towards the settlement of the principal overdue amount understood as the amount of the funding envisaged for return (net of interest) and the amount of the interest as for overdue tax liabilities at the ratio at which the principal overdue amount remains in relation to the amount of the interest.

5. Upon failing to meet the set time limit referred to in Par. 3, the Intermediate Authority shall issue a decision which defines the amount of the funds to be returned and the time limit, as of which interest will be accrued, as well as the method of the return of funds.

6. In the event of refunding the expenditures that are the basis for calculating the flat-rate expenditures, the Beneficiary is obliged to return the expenditure amounts in proportion to the amount of flat-rate expenditures.
7. The Beneficiary shall be excluded from the possibility of being awarded funds allocated for the implementation of programmes financed from the European Regional Development Fund, on principles laid down in Art. 207(4) of the APF.
8. If a failure to implement the Project results from an event of the force majeure and the conducted analysis proves that such failure does not result from any unauthorized action or omission by the Beneficiary, the Beneficiary as instructed by the Intermediate Authority shall not be obliged to return the grant. In such event only the amounts that are not spent till the date of termination of the Agreement shall be subject to return under the rules set out in the present article.
9. The Beneficiary undertakes to cover the documented costs of debt collection measures taken against it, in particular the costs of legal aid provided by professional legal representatives whenever any payment has been made to the Beneficiary.

Article 17. Amendments to the Agreement

1. This Agreement may be amended by way of a unanimous statement of intent made by the Parties in writing, otherwise being null and void, subject to the provisions of Paragraphs 2 -4.
2. Any changes:
 - 1) to the Beneficiary's address and representation method;
 - 2) to the account bank numbers;
 - 3) to the personnel involved in the Project implementation, provided that a new member of the personnel has equivalent experience and competence
 - shall not require amendments to the Agreement, subject to sending a written notification to the Intermediate Authority.
3. Any changes:
 - 1) to the Beneficiary's legal and organizational status;

- 2) to the payment schedule that involve transfer of the funds between years, provided that they do not affect the date of submission of the final payment request;
 - 3) to the time limits of completing individual Project tasks and stages, as defined in the grant application, provided that they do not affect the date of submission of the final payment request set out in the Agreement;
 - 4) involving transfer between individual categories of the expenditures eligible for support of 10-25% of the value of a given cost category where the funds are to be transferred¹⁶
- shall not require any amendments to the Agreement, subject to the Intermediate Authority's consent.
4. Any changes:
- 1) involving transfer between individual categories of the expenditures eligible for support amounting to 10% of the value of a given cost category where the funds are to be transferred¹⁷, without affecting the material scope of the Project;
 - 2) involving transfer of the funds within the category of the expenditures eligible, specified within the Project budget, according to the *Guidelines of Eligibility of the Expenses*¹⁸ ;
 - 3) involving exceeding the target values of quantified Project indicators;
 - 4) to the payment schedule involving exclusively transfer of the funds between quarters of the same year if it does not affect the date of submission of the final payment request.
- shall not require amendments to the Agreement, subject to sending a written notification to the Intermediate Authority on the date of submitting the next payment request and not later.
5. The transfers referred to in Par. 3-4 are not allowed in the scope of the indirect expenditures settled with a flat rate. It is not allowed to transfer the funds between the categories of expenditures settled with a flat rate and the other categories of expenditures within the Project.

¹⁶ The 10-25% limit of the value of the amount of the given cost category is always determined in relation to the original budget of the Project that constitutes Annex No. 2 to the Agreement.

¹⁷ As above.

¹⁸ Any transfer between the industrial research, development works, costs of the consultancy services for MSE and the de minimis aid within the pre-implementation works is not allowable.

6. The Intermediate Authority shall present its decision concerning any changes proposed by the Beneficiary within 30 days of receipt of such proposed changes, providing its justification in case of rejection of such changes. If an external expert must be assigned to assess the changes proposed by the Beneficiary, the 30-day period may be extended, provided that the Intermediate Authority properly informs the Beneficiary.
7. Should a need arise to introduce changes to the Project which require a written amendment or the Intermediate Authority's approval, the Beneficiary is obliged to submit a request for the approval of changes to the Intermediate Authority, including their scope and justification, no later than within 14 days of the occurrence of a cause for the changes. The Intermediate Authority may refuse the Beneficiary its consent to the changes in the Project without giving any justification, if such changes are submitted later than 30 days prior to the planned date of submission of the final payment request.
8. Should circumstances arise which might delay the Project implementation, the Beneficiary shall submit a request for extending the expenditure eligibility period to the Implementing Authority, no later than 30 days before the end of the expenditure eligibility period, as laid down in Art. 7 (1) hereof. Together with the request, the Beneficiary is obliged to provide documentary evidence stating the reasons why the project implementation is not possible within the expenditure eligibility period, and the documentary evidence substantiating implementation of the Project within the time limit as laid down in the change request. In the event of submitting the request for extending the expenditure eligibility period, the Intermediate Authority is entitled to demand that the Beneficiary provide additional collateral for the due performance of obligations arising from this Agreement, as laid down in Art. 18 (15) hereof.
9. The Beneficiary shall immediately notify the Intermediate Authority of any changes to the bank account number, no later than on the day of submitting a payment request.
10. If the Intermediate Authority makes a payment to a bank account with an incorrect number as a result of the failure to fulfil the obligation referred to in Par. 9, any costs related to re-execution of the payment and all consequences of the attempts to recover the amount representing unjust enrichment by a third party, including the consequences of the loss of that amount, shall be borne by

the Beneficiary. The Beneficiary shall be liable jointly and severally with the unjustly enriched third party and shall be obliged to return, at the Intermediate Authority's request, the full amount provided to the bank account with the incorrect number. Upon returning the full amount, the Intermediate Authority shall declare that it transfers to the Beneficiary the title in any and all financial recourse claims it may hold against the unjustly enriched third party

11. Any amendment to the Agreement as a result of which funding would not be awarded for the Project at the time of its evaluation in the course of the project selection procedure shall not be allowed¹⁹

Article 18. Collateral to secure due performance of the Agreement²⁰

1. The funding shall be paid out upon establishing and providing a collateral by the Beneficiary, in order to secure the due performance of the obligations arising from the Agreement, in a form defined in Par. 2, subject to par.: 3, 4 and 5.
2. The collateral referred to in Par. 1 shall be established for the period of the Project implementation and the Project durability, in the form of a blank bill of exchange, including the "non-endorsable" clause, with a signature certified by a civil-law notary, or signed in the presence of a person authorized by the Intermediate Authority, together with the bill-of-exchange agreement.²¹
3. If the total value of the grant provided in the form of advance payments, specified in Art. 8 (6) hereof, exceeds the amount set forth in the Regulation on advance payments, i.e. 10,000,000.00 PLN, the Beneficiary shall establish a collateral in one or several forms referred to in Art. 6 (4) of the Regulation on advance payments.
4. If the Beneficiary's sales revenues²² achieved in the closed tax year preceding the year in which the grant application was submitted are lower than 20% of the

¹⁹ It does not apply to the situation where the criterium of the project selection should be met at the moment of awarding the support.

²⁰ It does not apply to the public finance sector or foundations where the only founder is the State Treasury.

²¹ If the Beneficiary is an entity running its economic activity under a partnership – a blank bill of exchange referred to in Par. 2 must be established jointly by all partners of the partnership. In case of the bill of exchange being signed by an attorney, such attorney must have the specific power of attorney to draw the bill of exchange liabilities and a civil law notary must certify such signature.

²² The total sales revenues shall apply here, in accordance with the profit and loss account.

sum of the eligible expenditures of the Project, the Intermediate Authority may apply one of the following solutions:

- 1) Refusing to make the advance payment for the Beneficiary (the Project will be settled on the refund payment basis);
 - 2) Requiring the Beneficiary to establish an additional collateral.
5. The Intermediate Authority may also request an additional collateral in one of the forms referred to in Art. 6 (4) of the Regulation on advance payments, if the Intermediate Authority finds that the risk of irregularities in the Project implementation or the possibility of losing the advance payment is high.
6. The collateral shall be established:
- 1) In case specified in Par. 3 – in the amount of the highest tranche of the advance payment specified in Art. 8 (8) hereof;
 - 2) In case specified in Par. 4 and 5 – in the amount specified by the Intermediate Authority.
7. The Intermediate Authority shall select the form of collateral referred to in Par. 3, 4 and 5. The collateral may be selected by way of approving the proposal put forward by the Beneficiary.
8. The Beneficiary is obliged to submit to the Implementing Authority a correctly issued collateral:
- 1) referred to in Par. 2 - within 14 days of the effective date of the Agreement.
 - 2) referred to in Par. 3 – not later than on the date of submission of the first advance payment request;
 - 3) referred to in Par. 4 (2) and Par. 5 – within the time limit set by the Intermediate Authority.
9. At the Beneficiary's written request:
- 1) the collateral referred to in Par. 2²³ shall be returned upon the expiration of the Project durability period;
 - 2) if the full amount of the grant awarded in the form of advance payments within the Project has been settled by the Beneficiary, upon the Intermediate Authority's consent, the collateral referred to in Par. 3 and 4 (2) shall be released;

²³ The Intermediate Authority reserves the right to destroy the blank bill of exchange and the bill of exchange agreement, if such request is not filed within 6 months of the expiration of the Project durability period.

- 3) if the Beneficiary has settled the full amount of the grant awarded within the Project, upon the Intermediate Authority's consent, the collateral referred to in Par. 5 shall be released.
10. Separate laws applicable to specific forms of collaterals shall govern any activities involving the collateral.
11. The termination of the Agreement may constitute an independent prerequisite for the possibility to utilize the collateral up to the amount of the paid-out grant increased by the interests and costs referred to in Art. 16 (9) hereof.

Article 19. Communication between the Parties

1. The following forms of communication may be used by the Parties in the performance of the Agreement:
 - 1) By telefax;
 - 2) By registered mail;
 - 3) By courier service;
 - 4) Via ePUAP authorization;
 - 5) By electronic mail;
 - 6) Via SL2014 system;
 - 7) Via the Intermediate Authority' IT system.
2. Any representations, requests, notices and information shall be considered served upon the addressee's acknowledgement of receipt of a telefax²⁴, of a registered mail or a courier service, or upon the addressee's authorization through e-PUAP, or acknowledgement by the addressee of receipt of an email²⁵, or in the Intermediate Authority's IT system, respectively.
3. The Intermediate Authority shall specify in which matters the communication within the Agreement performance should be carried out through the Intermediate Authority's IT system exclusively.
4. The correspondence shall be deemed as validly served when the Beneficiary has failed to notify a change of their contact details or the sent communication has been returned with a note from the postal operator about its inability to

²⁴ Confirmation that the fax has been received is a printed fax receipt

²⁵ Confirmation that the addressee has received the email is a feedback report acknowledging such receipt.

deliver the letter/parcel, e.g. 'the addressee has moved', 'not collected in time' or 'addressee not known'.

5. Should the Beneficiary refuse to accept the correspondence, such communication shall be deemed served on the day the Beneficiary makes a declaration about its refusal to accept such correspondence. If the Beneficiary does not collect the correspondence from a postal office, it shall be deemed served on the last day of the period within which it is possible for the Beneficiary to collect such correspondence that includes the advice of delivery.
6. If an event marks the beginning of a time limit²⁶ expressed in days, the day in which the event occurred shall not be taken into consideration for calculating the duration of the period; the last day of the set number of days shall be deemed the end of the time limit.
7. Should the end of the time limit²⁷ fall on public holidays or Saturday, the next working day shall be considered the end of the set time limit.
8. The Agreement number shall be attached to any correspondence relating to the performance of the Agreement.
9. The addresses for service are as follows:
Warszawa (a district), ul. Żwirki i Wigury 101, 02-089 WARSZAWA
10. The persons authorized for regular contacts under the Agreement shall be:
Mariusz Olejniczak, CEO, mariusz.olejniczak@wpdpharmaceuticals.com,
+48515262381
11. Should the data referred to in Par. 9 or 10 change, the Party affected by such change shall promptly notify the other Party accordingly, no later than within 14 days of the change of the said data. By the date of such notice, any correspondence sent to the previously used addresses shall be considered effectively delivered.

Article 20. Final Provisions

1. Any doubts arising in the course of the Project implementation and relating to the interpretation of the Agreement shall first be resolved by way of negotiations

²⁶ It applies to all forms of communication including communication within the IT system and the ePUAP system.

²⁷ As above.

conducted by the Parties. Should prerequisites to terminate the Agreement immediately occur, the Parties may withdraw from holding negotiations.

2. If the Parties do not reach an understanding, a common court having jurisdiction over the Intermediate Authority's registered office shall resolve any disputes.
3. For the purpose of evaluation during the periods of the Project implementation and the Project durability the Beneficiary shall be obliged to cooperate with the Intermediate Authority or another institution authorized by the Intermediate Authority, including, in particular:
 - 1) Providing information on the implemented Project;
 - 2) Providing information on the economic effects and other advantages arising from the Project implementation;
 - 3) Participating in surveys, interviews and providing information necessary for evaluation.
4. The Agreement has been drawn up in two identical counterparts, one for each Party.
5. The Agreement shall enter into force on the date of signing hereof by the last Party.
6. The following annex constitute an integral part of the Agreement:
 - 1) A copy of the grant application together with the annexes²⁸;
 - 2) The Project Budget²⁹;
 - 3) Payment schedule³⁰;
 - 4) A blank bill of exchange bearing the "non-endorsable" clause, and the bill of Exchange Agreement³¹ (if applicable)
 - 5) A copy of a document confirming the authority of the Beneficiary's representative to act for and on its behalf (power of attorney, etc.)³²
 - 6) The applicant's statement with regards to submission of the grant application via the IT system of the National Centre for Research and Development (NCBR);

²⁸ Electronic form is possible.

²⁹ It is required if it was updated during concluding the Agreement.

³⁰ Electronic form is possible.

³¹ If the Beneficiary is not going to annex the Agreement with the blank bill of exchange and the bill of exchange agreement, it should submit it to the Intermediate Authority within 14 days of the date of conclusion of the Agreement.

³² If applicable.

- 7) The duly completed form of “the Assessment of the Project Conformity with the Environmental Policy”³³;
 - 8) Declaration of meeting the criteria of MSE.
7. The list of annexes may be extended depending on the specific Project characteristics.

For the Intermediate Authority

“Anna Ostapczuk”

NCBR

Department of Programmes Management

Anna Ostapczuk, Director

For the Beneficiary

“Mariusz Olejniczak”

Mariusz Olejniczak, CEO

“Beata Szwonder”

Financial Department

Beata Szwonder, Vice-Director,

³³ If applicable. Electronic form is possible.