



National Center for
Research and
Development

wiepodlega

DWP.4203.588.2019.MW9

Warsaw, 17 May 2019

Mr
Mariusz Olejniczak -
President of the
Management Board
WPD PHARMACEUTICALS Sp. z o.o.
(limited liability company)
Żwirki i Wigury 101,

Dear Sir,

Please find attached the copy of the Subsidy Agreement no. POIR.01.02.00-00-0084 / 18-00 signed by the National Center for Research and Development with the WPD PHARMACEUTICALS Spółka z ograniczoną odpowiedzialnością (limited liability company) for the implementation of the project entitled: "A new approach to glioma therapy to meet critical medical needs" under the Intelligent Development Operational Program, Measure 1.2 "Sectoral R & D programs the years 2014-2020, Action 1.2 "Sectoral R & D programs" Measure 1.2 "Sectoral R & D programs

Yours faithfully,

/* illegible signature,
The stamp:
National Center for Research and Development,
The Project Selection Department,
Vice Director
Karol Szacherski */

NARODOWE CENTRUM BADAŃ I ROZWOJU
Dział Wyboru Projektów
zastępca dyrektora

Karol Szacherski

**AGREEMENT OF THE PROJECT FINANCING
UNDER THE OPERATIONAL PROGRAM SMART DEVELOPMENT**

Agreement No. POIR.01.02.00-00-0084/18-00

Financing Agreement of the financing of the project: "A new approach to glioma therapy to meet critical medical needs"
as part of Action 1.2 of the Intelligent Development Operational Program 2014-2020 co-financed by the European Regional Development Fund, , hereinafter referred to as the "Agreement" concluded in Warsaw on 24 May 2019 between the National Centre for Research and Development with its headquarters in Warsaw, at Nowogrodzka 47a, hereinafter referred to as the Intermediate Body,
represented by:

.....
Karola Szacherskiego, Zastępcę Dyrektora Działu Wyboru Projektów

.....
na podstawie Pełnomocnictwa nr 253/2018 z dnia 3 września 2018 r

/* the stamp: Karol Szacherski, Vice Director of the Project Selection Department on the basis of the Power of attorney n. 253/2018 dated 3 September 2018*/

and

WPD PHARMACEUTICALS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its headquarters in Warsaw (district), address: postal code 02-089, Żwirki i Wigury 101 -, city Warsaw (district), entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw under the number KRS (KRS (Krajowy Rejestr Sądowy - National Court Register)) 0000693186, as at 21 March 2019 with share capital in the amount of 750000 Polish zloty, paid in the amount of 750000 Polish zloty, NIP (numer identyfikacji podatkowej - number for tax identification) 5252721500, REGON 368226325, represented by (the representation should be consistent with the information in the National Court Register, which contains data which is valid as at the date of conclusion of the Agreement): Mariusz Olejniczak - President of the Management Board hereinafter referred to as the "beneficiary"

hereinafter referred to as "**Parties**".

Acting on the basis of:

- 1) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013. establishing common rules for 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 the European Regional Development, Fund, which is laying down general provisions on it, the European Social Fund, Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No. 1083/2006 (the EC Official Journal 347 of of 20 December 2013) page 320 as amended) hereinafter referred to as "Regulation 1303/2013";
- 2) the Acts of 11 July 2014 on the principles of implementing programs in the field of cohesion policy financed in the 2014-2020 financial perspective (the Journal of Law 2018, item 1431, as amended) hereinafter referred to as the "implementation act";
- 3) the Act of 27 August 2009 on public finance (the Journal of Law 2017, item 2077, as amended) hereinafter referred to as the „ufp”;
- 4) Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013. on the European Regional Development Fund and specific provisions for the "Investments for growth and employment" objective and on regarding the repeal of Regulation (EC) No. 1080/2006 (the EC Official Journal 347 of of 20 December 2013) page 289, as amended)
- 5) Commission Regulation (EU) No 651/2014 of 17 June 2014. declaring certain types of aid as compatible with the internal market in 107 and 108 of the Treaty (the EC Official Journal 187 of of 26 July 2014, page 1 as amended.), hereinafter referred to as "Regulation No 651/2014";
- 6) Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of art. 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (the EC Official Journal 352 of of 20 December 2013 page 1), hereinafter referred to as "Regulation No 1407/2013";
- 7) Operational Program Intelligent Development 2014-2020, approved by the decision of the European Commission of 12 February 2015, as amended, hereinafter referred to as „PO IR”;

- 8) the Act of 3 October 2008 on access to information about the environment and its protection, public participation in environmental protection and environmental impact assessments (the Journal of Law 2017, item 1405, as amended) hereinafter referred to as the "OOŚ act";
- 9) the Act of 29 January 2004 Public Procurement Law (the Journal of Law 2017, item 1579, as amended) hereinafter referred to as the "Pzp act";
- 10) Regulation of the Minister of Development and Finance of 7 December 2017. on advance payments under programs financed with the participation of European funds (the Journal of Law dated 2017, item 2367) hereinafter referred to as "the Regulation on advances";
- 11) Regulation of the Minister of Science and Higher Education of 25 February 2015. on the terms and procedure for granting state aid and *de minimis* aid through the National Center for Research and Development (the Journal of Law of 2015, No. 153, item. 299). hereinafter referred to as "The MNiSW Regulation" (aid program with the SA.41471 (2015 / X) reference number;
- 12) agreement on entrusting the implementation of PO IR to priority axes 1. Support for conducting R & D works by enterprises and 4. Increasing the scientific and research potential - concluded in Warsaw on 17 December 2014 between the Minister of Infrastructure and Development and Intermediate Body and the Minister of Science and Higher Education, amended by the annexes of 5 November 2015 and 15 February 2018.

The parties agree as follows.

Paragraph 1 Definitions

Whenever the Agreement refers to:

- 1) **industrial research** - it should be understood as research, which is referred to in art. 2 point 85 of Regulation No. 651/2014;
- 2) **co-financing** - it should be understood as the value of support granted to the beneficiary from public funds under the Agreement;
- 3) **Action** - it means Action 1.2: Sectoral R & D programs;
- 4) **Managing Authority** - it should be understood as the minister competent for regional development, whose service in the implementation of PO IR is ensured by the organizational unit in the Ministry competent for regional development matters;
- 5) **copies** - it should be understood as copies of documents, which each page has been certified as conforming to the original by a person authorized to represent the beneficiary, unless the Agreement provides otherwise ¹;
- 6) **eligible costs** - should be understood as the costs which are eligible compatible with the Guidelines in terms of eligibility of expenditure under the European Regional Development Fund, *European Social Fund and Cohesion Fund for 2014-2020 and Guide on eligibility of costs*, which is an attachment to the Regulations of the competition, constituting a catalog of eligible costs to be incurred;
- 7) **SMEs** - it should be understood as micro- small or medium-sized enterprise within the meaning of 2 of Annex I to Regulation No. 651/2014;
- 8) **irregularities** - it means irregularity within the meaning of art. 2 point 14 of the Implementation Act
- 9) **payer** - it should be understood as Bank Gospodarstwa Krajowego, which on the basis of the payment order issued by the Intermediate Body, transfers payments;
- 10) **payments** - this means funds from the European Regional Development Fund, which is referred to in article 186 section 2 of the ufp,
- 11) **final payments**- it should be understood as payment of the amount including the reimbursement of the eligible costs specified in the Agreement, part or all of the Project costs incurred for the Project, made after accepting the final payment application;
- 12) **pre-implementation works** - this means preparatory activities for the implementation of industrial research and development results, or development works for a business activity, which allow to bring the solution being the subject of the Project to the stage, when

¹ It does not apply to electronic documents transferred under the SL2014 system.

it will be possible to commercialize them (in particular, to prepare implementation documentation, patent agent services, tests, certification, market research);

- 13) **development works** - it should be understood as experimental development works, which are referred to in art. 2 point 86 of Regulation No. 651/2014;
- 14) **Project** - it should be understood as an undertaking implemented under the Agreement by the beneficiary, including industrial research and development, or development works; The project may also include pre-implementation works;
- 15) **force majeure** - it should be understood as an event or combination of events independent of the Parties, which make it impossible to perform obligations under the Agreement, which the parties could not have foreseen and which they could not prevent, and overcome them by acting with due diligence;
- 16) **SL2014** - it should be understood as the main application of the central teleinformation system, which serves, among other purposes, to support processes related to the operation of the Project from the day of signing the Agreement;
- 17) **flat rate** - this means a simplified method of accounting for expenses that represent a certain percentage of one or several categories of costs;
- 18) **public funds** - it should be understood as funds, referred to in art. 5 item 1 point 2 ufp;
- 19) **beneficiary's own contribution** - it means funds secured by the beneficiary, which will be allocated to cover the eligible costs and which will not be transferred to the beneficiary in the form of a grant (difference between the amount of eligible costs, and the amount of co-financing transferred to the beneficiary); the beneficiary's own contribution may not originate from public funds, including funding / subsidies from the state budget and the budget of local government units, unless the procedure for granting the aforementioned funding / subsidy does not exclude the possibility of allocating funds derived from them to cover beneficiary's own contribution in PO IR2 projects ²;
- 20) **application for co-financing** - it should be understood as an application submitted by the beneficiary in order to obtain co-financing, which copy constitutes Annex No. 1 to the Agreement;
- 21) **payment application** - it should be understood as a document, prepared by the beneficiary according to the template defined by the Managing Institution of the PO IR, which is used, inter alia, to request the payment of an advance payment, in settlement of pre-financing, applying for the payment of co-financing (including in the form of a refund) or reporting;
- 22) **order for the payment** - it should be understood as a document issued in accordance with the model specified in the Regulation of the Minister of Finance of 21 December 2012 on payments under programs financed with the participation of European funds and on providing information on these payments (the Journal of Laws dated 2016, item 75, as amended)

Paragraph 2
Subject of the Agreement

1. The agreement sets out the rules for granting the Intermediary Body's funding for the Project implementation as well as the rights and obligations of the Parties related to this.
2. Co-financing for industrial research and development works, or development works are granted on the basis of Chapter 2 of the Regulation of the Ministry of Science and Higher Education and constitutes public aid exempt from the notification obligation provided for in art. 108 of the Treaty on the Functioning of the European Union, pursuant to Regulation No. 651/2014.
3. Co-financing of pre-implementation works includes:
 - 1) *de minimis* aid for entrepreneurs in the area of supporting the commercialization of research results and development works and other forms of their transfer to the economy granted on the basis of Chapter 9 of the Regulation of the Ministry of Science and Higher Education and constituting aid exempt from the notification obligation provided for in Article 108 of the Treaty on the Functioning of the European Union, pursuant to Regulation No. 1407/2013 (hereinafter: "de minimis aid",
 - 2) public aid for SMEs to cover the costs of consultancy services granted on the basis of Chapter 8 of the Regulation of the Ministry of Science and Higher Education and constituting public aid exempted from the notification obligation provided for in Article 108 of the Treaty on the Functioning of the European Union, pursuant to Regulation No. 651/2014 (hereinafter: "Consultancy services for SMEs").
4. The Beneficiary undertakes to implement the Project with due diligence and to use the grant under the terms of the Agreement.
5. The beneficiary undertakes to submit a monitoring visit (ad-hoc inspection) before the first

²In this case, please verify whether the own contribution made in this way does not lead to double financing of expenses and unjustified public aid for the entrepreneur.

payment transferred under the Project (in the form of an advance or refund). Monitoring visit, carried out in accordance with the procedure set out in paragraph 14 of the Agreement, it is aimed, in particular, at checking the compliance of the information contained in the application for co-financing with the actual state. In the case of irregularities as a result of the monitoring visit, the Intermediate Body may terminate the Agreement for co-financing with immediate effect.

Paragraph 3

Project implementation conditions

1. The Beneficiary undertakes to complete the Project, within the scope specified in the Project's budget, in accordance with:
 - 1) The Agreement and its attachments, in particular with the description contained in the application for co-financing;
 - 2) applicable provisions of national law and the European Union, in particular, the principles of EU policies, including those concerning competition, public procurement and sustainable development and equal opportunities;
 - 3) guidelines, referred to in art. 5 section 1 of the implementation act in effect on the day performed an activity related to the implementation of the Project ³;
 - 4) *Guide to eligibility of costs*, which is an attachment to the Rules of the competition ⁴.
2. The qualification of the Project for co-financing does not mean that all costs incurred during its implementation are eligible.
3. The beneficiary is obliged to achieve the assumed objectives and indicators specified in the application for co-financing.
4. The Beneficiary undertakes to implement the full material scope of the Project and to implement the results of industrial research and development works, or development works within three years from the completion of the Project, in accordance with the application for co-financing constituting an annex to the Agreement.
5. When submitting the application for final payment, the Beneficiary submits to the Intermediate Body the final information on the implementation of the Project "(hereinafter "final information"), confirming the execution of works planned in the application for co-financing.
6. The final information is verified by the Intermediate Body in the context of the beneficiary's due diligence and proceedings in accordance with the Agreement during the implementation of the Project.
7. The following forms of implementation of the results of industrial research and development works are possible, or development works (and the Project only provides for the latter) implemented under the Project:
 - 1) introduction of results of industrial research and development works or development works to the beneficiary's own business by starting production or providing services based on the results of the Project or
 - 2) granting a license to use the beneficiary's rights to research results industrial and developmental works, or development works in business conducted by another entrepreneur or
 - 3) sale of rights to the results of industrial research and development works, or development works to bring them into the business of another entrepreneur.
8. For implementing the results of industrial research and development works or development works, the transfer of rights to the results of industrial research and development works or development works for the purpose of their further sale shall not be recognized. Sale of rights to the results of industrial research and development works or development works and granting a license to use the rights of the beneficiary to the results of industrial research and development works, or development works in the business

³To assess the eligibility of incurred expenses, there are applied Guidelines on the eligibility of expenditure under the European Regional Development Fund, European Social Fund and the Cohesion Fund for 2014-2020 in the version in force on the day the expenditure was incurred. To assess the accuracy of contracts concluded as part of the implementation of the Project as a result of the proceedings, the Guidelines in the version in force on the day when the proceedings are initiated, which ended with the signing of the Agreement. **In the case** The changes Guidelines on the eligibility of expenditure under the European Regional Development Fund, European Social Fund and Cohesion Fund for 2014-2020 for unsettled expenditure incurred before the application of the new version of the guidelines, the beneficiary may apply the new guidelines, **if they introduce more beneficial solutions.**

⁴To assess the eligibility of expenses incurred, the Guide to the cost quantability of costs is used, in the version valid as of the day of incurring the expenditure. To assess the accuracy of contracts concluded as part of the implementation of the Project as a result of the proceedings, the Guidelines in the version in force on the day when the proceedings are initiated, which ended with the signing of the Agreement. in the case of a change of the Guide and the costs eligibility, **with regard to unsettled expenses**, incurred before the date of application of the new version of the Guide, the beneficiary may use the new Guide, if it introduces more beneficial solutions.

- business conducted by another entrepreneur should be made at a market price ⁵.
9. The Beneficiary is obliged to submit to the Intermediate Body a report on the implementation of the results of industrial research and development works, or development works (hereinafter referred to as "Implementation report"), within 30 days from the date of completion of implementation, with reservation to the item 15.
 10. In the cases referred to in item 7 points 2 and 3, the beneficiary is obliged to immediately submit to the Intermediate Body together with the implementation report, a copy of the license agreement / copy of the contract for the sale of rights to the results of industrial research and development works, or development works concluded with the licensee / buyer of these rights. The Beneficiary submits to the Intermediate Body copies of annexes to the concluded contracts within 14 days from the date of their conclusion.
 11. Contract Sale of rights to the results of industrial research and development works development or licensing the use of these results includes the following elements:
 - 1) a guarantee of the price for the sale of rights to these results or a license to use these results at the market level ⁶;
 - 2) an obligation for the buyer / licensee to implement these results in the beneficiary's own business by starting production or providing services based on the results of the Project;
 - 3) a ban on the sale of rights to these results to a third party (in the case of a sales contract);
 - 4) deadline, in which the introduction of these results to the buyer / licensee's business activity is to take place;
 - 5) an obligation on the buyer / licensee to submit a statement on the introduction of these results to the beneficiary's business not later than one year from the date of conclusion of the contract for the sale of rights to the results of this research and works / contract for granting a license to use the results of these tests or works, or at the latest one year after the completion of the Project, in the situation when the contract for the sale of rights to these results / contract for granting a license to use the results of these tests or works was concluded during the implementation of the Project.
 12. The entrepreneur may start implementing the results of industrial research and development works, or development works before the completion of the Project.
 13. Within one year from the approval by the Intermediate Committee of the implementation report, the beneficiary presents information on the social and economic effects of implementation. In the case of implementation in the form of sales of rights to the results of industrial research and development works, or development works or licensing the use of research results and works, the beneficiary encloses to the information in a form of a statement on the introduction of the results of these tests and works to the business of the buyer / licensee.
 14. The beneficiary is obliged to immediately submit an application for final payment in the event when during the implementation of the Project it will turn out that further industrial research and development works, or development works will not achieve the expected results, or when, after the completion of the Project, the implementation will prove pointless from an economic point of view.
 15. The Project Beneficiary is not obliged to continue industrial research and development works, or development works, be to implement Project results, when documents, referred to in paragraph 5 will not confirm the desirability of continuing industrial research and development works, or development works, or implementing the Project results due to circumstances, which are referred to in section 14, and the Intermediate Body after analyzing the documents, referred to in paragraph 5, will confirm the futility of the further implementation of the Project having regard to circumstances independent of the beneficiary, while he /she have been exercising due care and proceeding in accordance with the Agreement.

⁵The price can be considered as a market price when:

- a) its amount was determined by way of open, a transparent and non-discriminatory competitive sales procedure; or
- b) the valuation of an independent expert confirms that the price is at least equal to the market value; or
- c) the seller may prove that he conducted negotiations on the price in conditions of full competition, in order to obtain the maximum economic benefit at the time the Agreement is concluded, taking into account own statutory goals; or,
- d) in accordance with the consortium agreement, the company has the right of first refusal in respect of intellectual property rights arising from the cooperation with the scientific unit, and cooperating entities have a reciprocal right to seek more economically advantageous offers from third parties, the companies included in the consortium must adapt their offer accordingly.

⁶ as above.

16. In the situation,, which is referred to in item 15, implementation of the Project is considered completed, and the beneficiary receives co-financing proportional to the scope of works carried out in compliance with the rule, according to which the amount of co-financing is calculated on the basis of costs actually incurred by the beneficiary eligible for support, indicated in the payment application and approved by the Intermediate Body, taking into account the levels of support intensity and maximum co-financing amounts.
17. In the case when the Project includes an undertaking within the meaning of art. 3 par. 1 point 13 of the OOS Act, the beneficiary is obliged to submit before the start of the Project stage, which includes the enterprise, ie stage no. Not applicable ⁷, completed form "Analysis of project compliance with environmental policy", in accordance with the formula set out in the attachment to the Competition Regulations. The Intermediate Body may request additional documentation resulting from the completed form, in particular, required by law and correct documentation regarding environmental impact assessment and relevant approvals and permits resulting from the implementation of the Project.
18. The beneficiary may not transfer expenditure during the eligibility period, referred to in paragraph 7 section 1 of the Agreement, until the end of the Project's lifetime, which is referred to in paragraph 10 of the Agreement, to another entity the rights, obligations or receivables resulting from the Agreement, without the consent of the Intermediate Body.
19. The Intermediate Body is not responsible for damages arising in connection with the implementation of the Agreement.
20. The beneficiary will ensure that a financial contribution from public funds will not cause a significant loss of jobs ⁹ in the existing locations of the beneficiary within the European Union territory.

Paragraph 4.

Conditions for granting the bonus ¹⁰

1. With regard to assistance, which is referred to in paragraph 2 item 2 the beneficiary is entitled to a bonus for broad dissemination of the results of industrial research and development works, or development works of amounting 15 percentage points, wherein:
 - 1) in the case of industrial research - obtaining a bonus may not result in exceeding the intensity of support in the amount of 80% of eligible costs for micro and small entrepreneurs, 75% of eligible costs for medium-sized enterprises, 65 % of eligible costs for entrepreneurs other than SMES,
 - 2) in the case of development works - obtaining a bonus may not result in exceeding the intensity of support in the amount of 60% of eligible costs for micro and small entrepreneurs, 50% of eligible costs for medium-sized enterprises, 40% of eligible costs for entrepreneurs other than SMEs.
2. Obtaining a bonus,, which is referred to in item 1, is possible providing that within 3 years from the end of the Project implementation, the results obtained by the beneficiary will be:
 - 1) presented at at least 3 scientific and technical conferences, including at this at least one of national rank conference or
 - 2) will be published in at least two scientific or technical journals from the list of journals developed by the Ministry of Science and Higher Education (in part A of the list of magazines) or databases providing free access to the Project results obtained (raw research data) or
 - 3) entirely disseminated via free software or open access license software.
3. The beneficiary submits a report on the dissemination of the results of industrial research and development works, or development works immediately after meeting the conditions set out in the item 2. In the report the beneficiary indicates the forms of dissemination of these results together with documents confirming the transfer of information to the public, in particular:
 - 1) confirmation of participation in the conference together with its program, in which there is a point regarding the presentation of the results of the Project covered by the support;
 - 2) confirmation of publication in scientific or technical journals appearing in the list of the Ministry of Science and Higher Education (copy of a copy of the journal);

7 There should be entered the numbers of all stages, in which the implementation of the project is envisaged within the meaning of art. 3 item 1 point 13 of the OOS Act. If there is no undertaking in the Project, please enter "not applicable".

8 Loss of at least 100 jobs means a significant loss of jobs.

9 Applies only to entrepreneurs being entities other than SMES.

10 If applicable.

- 3) indication of the website, on which there will be available a database providing free access to raw research data;
- 4) transfer of data carrier with free software or software with an open access license.
4. In the case referred to in paragraph 2 point 3, the beneficiary is obliged to make available and widely disseminate the results of industrial research and development works, or development works for all entities interested in using these results free of charge, while maintaining the principle of equal access. It is not a broad dissemination of making the software available in an incomplete version, which is not maintaining all the functional features assigned to the results of industrial research and development works, or development works.
5. Lack of submission of the report, which is referred to in item 3 or failure to meet the conditions set out in item 1 and 4, results in lowering the intensity of support to the basic level of support intensity.

Paragraph 5
SL2014

1. The Beneficiary is obliged to use SL2014 in the process of Project implementation and to follow the current version of the Beneficiary Manual, provided by the Intermediate Body or the Managing Authority.
2. The Beneficiary undertakes to reliably and immediately enter into the SL2014 the data compliant with the facts on the date resulting from *Statements regarding the conditions for collecting and submitting data in electronic form for the years 2014-2020*, issued by the minister competent for regional development.
3. The Beneficiary undertakes to ensure compliance with the Regulations on the security of information processed in SL2014 by persons authorized on the beneficiary's behalf to perform activities related to the implementation of the Project.
4. The beneficiary is obliged to designate entitled persons to perform activities related to the Project on the beneficiary's behalf and for the beneficiary's benefit and their applications to works under SL2014, according to *Statements regarding the conditions for collecting and submitting data in electronic form for the years 2014-2020*, The beneficiary is liable for any acts or omissions of authorized persons ¹¹, referred to in the preceding sentence, as for the beneficiary's activities.
5. The beneficiary undertakes to use the ePUAP trusted profile or secure electronic signature verified by means of a valid qualified certificate as part of the authentication of activities performed under SL2014.
6. In the case when for technical reasons the use of the trusted ePUAP profile is not possible, the authentication is done by using the login and password generated by SL2014.
7. The Beneficiary undertakes to inform the Intermediate Body of any unauthorized access to the beneficiary's data in SL2014.
8. In the case of unavailability of SL2014, the beneficiary reports to the Intermediate Body about the problem. In case of confirming the failure of SL2014 by an employee of the Intermediate Body the process of Project settlement and communication with the Intermediate Body is carried out in writing and on an electronic medium or via the ePUAP platform. The Intermediary Institution shall immediately inform the beneficiary about the repair of the SL2014 failure, and the beneficiary undertakes to supplement the data in SL2014 in the scope of documents submitted in writing or via the ePUAP platform within 5 business days of receiving this information.
9. The Beneficiary is obliged during the on-the-spot inspection of the Project implementation, referred to in paragraph 14 of the Agreement, to present the documents which have been sent electronically, including the documents of SL2014 related to the implemented Project. The transmission of documents by electronic means does not release the beneficiary from the obligation to keep the originals of the documents for a period of time, referred to in paragraph 14 item 14 of the Agreement and their sharing during on-the-spot checks.
10. The Beneficiary is obliged on request and on the date indicated by the Intermediate Body, transfer via the SL2014 system, the documents confirming the eligibility of expenditures, formerly presented in the payment application.

¹¹ As the authorized person it is understood a person indicated by the beneficiary in the Application for granting / changing / withdrawing access for an authorized person and for a person who is authorized for service of SL2014 on the beneficiary's behalf for example, for preparing and submitting applications for payment or for providing other information related to the implementation of the Project. The above-mentioned application is an attachment to the Guidelines regarding the terms for the collection and transmission of electronic data for 2014-2020.

Paragraph 5.

The value of the project and the value of co-financing

1. The total cost of the Project is 33 306 215.00 Polish zloty (in words: thirty three million three hundred six thousand two hundred and fifteen Polish zloty).
2. The total amount of eligible costs is 33 306 215.00 Polish zloty (in words: thirty-three million three hundred six thousand two hundred and fifteen Polish zloty), wherein:
 - 1) the maximum amount of expenditures eligible for industrial research support is 10,246,868.00 Polish zloty (in words: ten million, two hundred and forty-six thousand, six hundred and eighty-five Polish zloty);
 - 2) the maximum amount of expenditures eligible for development support is 23 059 530.00 Polish zloty (in words: twenty-three million, fifty-nine thousand, five hundred and thirty Polish zloty);
 - 3) the maximum amount of expenditure eligible for support for pre-implementation works is 0.00 (in words: zero Polish zloty Polish zloty), including:
 - a) under de minimis aid is 0.00 Polish zloty (in words: Polish zloty),
 - b) to cover the costs of consultancy services for SMEs 0.00 (in words: zero Polish zloty Polish zloty) ¹²,
3. On the terms specified in the Agreement, Intermediate Body grants the beneficiary a subsidy in the amount not exceeding 22 033 066.00 Polish zloty (in words: twenty two million thirty three thousand sixty six Polish zloty), which is 66,150 % of the total eligible expenditure for support under the Project, wherein:
 - a) the maximum amount of co-financing for industrial research is 8 197 348.00 Polish zloty (in words: eight million one hundred and ninety seven thousand three hundred and forty eight Polish zloty), which accounts for 80% of the amount of expenditures on industrial research;
 - b) the maximum amount of co-financing for development works is 13 835 718.00 Polish zloty (say thirteen million eight hundred thirty five thousand seven hundred and eighteen Polish zloty), which is 60% of the amount of development expenditures;
 - c) the maximum amount of co-financing under de minimis aid is 0.00 Polish zloty (in words: zero - Polish zloty), which is 0% of the amount of expenses incurred in this respect;
 - d) the maximum amount of co-financing to cover consultancy services for SMEs is 0.00 Polish zloty (in words: zero Polish zloty Polish zloty), which is 0% of the amount of expenditure for consultancy services ¹³.
4. The indirect costs ratio charged at a flat rate is, in principle ¹⁴, 25% of the value of the eligible costs shown in the other cost categories, excluding the costs of subcontracting.
5. Expenditure beyond the total amount of eligible costs, referred to in paragraph 2, including expenses resulting from the increase of the total cost of the Project implementation after the conclusion of the Agreement, they are borne by the beneficiary and are ineligible costs.
6. The beneficiary is obliged to finance the costs constituting the required own contribution and ineligible costs necessary for the implementation of the Project on its own.
7. In the event of a change in the amount of expenditure eligible for support, resulting from the change of the scope of the Project, the amount of co-financing may be reduced, after consent by the Intermediate Body.
8. Co-financing is transferred to the beneficiary's bank account number 64 1050 1298 1000 0090 8039 2377 for the advance payment or with the number 56105012981000009031373377 for the refunds.
9. Until the refund or advance payment is received, the beneficiary is obliged to finance the Project from its own resources.
- ¹⁰. Co-financing for pre-implementation works is passed after a positive assessment of the report on the implementation of industrial research and development works, or development works. ¹⁵
- 11.** The amount of eligible costs for pre-implementation works may not exceed the limit of 20% of the total eligible costs of the Project.
12. It is not possible to settle part of indirect costs under the Project with a flat rate, and the rest on the basis of incurred expenses.

¹² It is possible only for SMEs.

¹³ It is possible only for SMEs.

¹⁴ Note: in the case of indirect costs for pre-implementation works funded under de minimis aid, additional consideration should be paid to the fact, that indirect costs may not represent more than 15% of the total eligible costs of pre-implementation works financed under the de minimis aid.

¹⁵ Industrial research must complete before the completion of development works in the Project. Development works must finish before the completion of pre-implementation works in the Project.

Paragraph 7.

Eligibility of expenses

1. The cost eligibility period for the Project starts on 2019-01-01 and ends on 31 December 2023.
2. Expenses are settled in the form of:
 - 1) reimbursement of costs actually incurred in relation to the categories of direct expenditure;
 - 2) a flat rate for the category of indirect costs- including the intensity of support.
3. The condition of recognizing the costs as eligible is the actual incurring of them ¹⁶ by the beneficiary in connection with the implementation of the Project, in accordance with the Agreement and during the period which is referred to in item 1.
4. The commencement of the Project is deemed to be the date of the first commitment to order equipment or other commitment, which makes that the implementation of the Project becomes irreversible ¹⁷, depending on what happens first. As starting of works there are not considered the preliminary actions, in particular feasibility studies, consultancy services related to the preparation of the Project, including preparatory analyzes (technical, financial, economic) and the preparation of documentation related to the selection of the contractor, providing that their costs are not covered by public aid.
5. The financial settlement of the application for final payment is considered as the completion of the Project's implementation, understood as:
 - 1) the day of transfer to the beneficiary's bank account ¹⁸, when the funds are transferred to the beneficiary as part of the final payment within the claim settlement, or
 - 2) the day of application approval for the final payment - in other cases.
6. The duration of the Project is calculated from the completion of the Project, which is referred to in paragraph 10 of the Agreement.
7. The beneficiary commencing the Project implementation before the submission of the application for co-financing or on the day of submitting the application for co-financing will result that all expenses under the Project will become ineligible.
8. The beneficiary is obliged to submit an application for final payment within the period specified in item 1.
9. Expenses incurred for the tax on goods and services (VAT) may be considered eligible under the terms set out in *Guidelines on the eligibility of expenditures under the European Regional Development Fund, European Social Fund and Cohesion Fund for 2014-2020* The beneficiary confirms the eligibility of VAT by submitting a declaration in the application for co-financing constituting an annex to the Agreement.
10. In the case when during the implementation of the Project or after its completion the beneficiary will be able to deduct or get a refund of value added tax (VAT) from goods or services purchased under the Project, then the beneficiary is obliged to inform the Intermediate Body about this fact. The beneficiary is obliged to refund the tax on goods and services (VAT), which was previously defined by him as not deductible and which has been co-financed by the beneficiary, from the moment in which the beneficiary was able to deduct this tax.

The return of the tax on goods and services co-financed under the Project (VAT) takes place in accordance with art. 207 item 1 point 2 ufp with interest in the amount specified as for tax arrears calculated from the date of transferring funds.
11. Expenditure on the implementation of industrial research results and development works, or development works do not constitute eligible costs.
12. In the event of termination of the Agreement pursuant to paragraph 15 item 1 - 4 of the Agreement Intermediate Body may consider all costs incurred by the beneficiary as part of the Project or part of these costs as ineligible.

Conditions and form of transferring of the co-financing

1. The Beneficiary is obliged to submit payment applications via the SL2014 system on dates specified by the Intermediate Body, not less than once every three months counting from the date of conclusion of the Agreement.

¹⁶ It does not apply to expenses accounted for using simplified methods.

¹⁷ The irreversibility of the Project implementation means that it is not possible to withdraw from the Project unilaterally without suffering significant damage. works are considered to be started, when from an economic point of view the provisions of the Agreement cause difficulties in withdrawing from the Project implementation, especially in the situation, in which, as a result of withdrawal from the Project, a significant amount of Financial means would be lost.

¹⁸ According to art. 132 of Regulation 1303 / 2013, the beneficiary receives a full amount of eligible public expenditures no later than 90 days from the date of the payment request by the beneficiary - subject to the availability of funds.

2. In the case of unavailability of SL2014 resulting in the inability to submit the request for payment via SL2014, the beneficiary submits the application for payment in writing and on an electronic medium or via the ePUAP platform in a format compatible with SL2014, in accordance with the formula set out in *Statements regarding the conditions for collecting and submitting data in electronic form for the years 2014-2020*, The Beneficiary undertakes to supplement the data in SL2014 with respect to the payment application submitted on time, referred to in paragraph 5 section 8 of the Agreement.
3. Each eligible expenditure should be included in the payment application sent to Intermediate Body within 3 months from the date of its incurring, providing, that it concerns actually delivered goods or provided services.
4. Co-financing is transferred to the beneficiary in the form of an advance or reimbursement of eligible expenditure incurred, which will be paid in the amount specified in the Project payment schedule based on the payment application submitted by the beneficiary and accepted by Intermediate Body subject to paragraph 2 section 5 of the Agreement.
5. The beneficiary will be, on the base of the payment applications, transferred funding not exceeding 90% of the co-financing amount, referred to in paragraph 6 section 3 of the Agreement. minus the amount of irregularities in the Project in accordance with paragraph 9 section 13 of the Agreement. The remaining amount of co-financing, as final payment, will be transferred to the beneficiary after the intermediary institution will accept the application for final payment submitted by the beneficiary.
6. The total co-financing value in the form of an advance may not exceed 90% of the total co-financing amount, referred to in paragraph 6 section 3 of the Agreement.
7. Payments, which will be made from a separate bank account assigned to handle advance payment, may be made only as payments for expenses eligible for support under the Project, in the amount corresponding to the co-financing of these expenses. With the consent of the Intermediate Body, the funds from the advance payment may be made available for non-eligible expenses related to the implementation of the Project. Payments made from a separate bank account to handle the pre-financing payment, made without the consent of the Intermediate Body, for expenses not related to the implementation of the Project, as well as ineligible expenditure, will be treated as funds, referred to in art. 207 par. 1 point 1 ufp.
8. The highest advance payment under the Project can not exceed 40% of the grant at any given time, referred to in paragraph 6 section 3 of the Agreement.
9. In justified cases, Intermediate Institution may change the amount of the advance payment tranche.
10. If the beneficiary chooses co-financing in the form of an advance, the beneficiary may apply for an advance payment under condition that a security is provided, which is referred to in paragraph 18 section 3 and 4 point 2 of the Agreement, in accordance with paragraph 18 section 8 Agreements.
11. Settlement of the advance consists in the return of unused funds or showing in the payment application:
 - 1) eligible expenditure clearing the advance payment on the basis of incurred actual expenditure (after taking into account the intensity of co-financing granted to the beneficiary) or
 - 2) expenditure actually incurred in terms of expenditure for which the flat rate has been calculated.
12. The Beneficiary is obliged to settle the whole installment in full within 180 days from the date of its transfer to the beneficiary's bank account.
13. The condition for receiving the next installment of the advance, subject to paragraph 6, is settlement by the beneficiary at least 70% of all advance payments made so far by submitting an application for payment to the Intermediate Body, showing the paid expenses which are eligible for support or return of the advance payment.¹⁹
14. When the full amount of the advance payment tranche is not settled, or the advance payment tranche is not settled within 14 days from the date of expiry of the deadline set out in item 12 from remaining funds to be settled, transferred under this tranche, the interest is calculated as for tax arrears, counted from the date of transfer of funds to the date of submitting the advance payment²⁰
15. To recover the interest, which are referred to in paragraph 14, the provisions of Article 189 ufp are applied. If the beneficiary will refund the advance after the due date without interest in an appropriate amount the Intermediate Institution divides the refund into the principal and interest in accordance with art. 55 paragraph 2 of the Tax Ordinance.
16. Bank interest accrued during the calendar year from co-financing transferred in the form of an advance payment, for the Project implementation, the beneficiary is obliged to return, by 15 January of the following year, a separate transfer to a bank account indicated by the institution providing support.
17. Co-financing amount in the form of payments from the European Regional Development Fund

¹⁹ Does not apply to projects, referred to in art. 189 par. 3f ufp.

²⁰ as above.

unspent at the end of the financial year, it remains at the disposal of the beneficiary in the following financial year on the beneficiary's bank account.

Paragraph 9.
Conditions for the payment of co-financing

1. A requirement for the payment of co-financing is the submission by the beneficiary of a correctly completed and a complete application for payment via the SL2014 system, subject to paragraph 8 section 2 of the Agreement. Lack of expenditure does not exempt the beneficiary from the obligation to submit payment applications with the completed reporting part describing the course of the Project implementation, including reporting on indicators.
2. The beneficiary is obliged to attach a statement of expenditure to the payment application regarding eligible costs and documents in accordance with paragraph 5 section 10 of the Agreement. with reservation, that in the case of a beneficiary that settles indirect costs with a lump sum, the necessary condition for making the payment is the approval by the Intermediary Body of costs other than the indirect costs, shown in the payment application.
3. In the case of settlement of expenditure in the form of a refund, the condition for the payment of co-financing is the approval by the Intermediate Body of eligible expenditure incurred by the beneficiary for support and positive verification of the reporting part of the payment application.
4. Expenses settled by means of a flat rate are treated as incurred expenses.
In the case of settlement of expenses in the form of a flat rate the payment of co-financing or approval of the application for payment that settles the advance payment received depends on:
 - 1) showing expenses, in respect of which the rate is applied and their approval by Intermediate Body;
 - 2) checking the correctness of the calculated limit of expenses covered by the flat rate;
 - 3) positive verification of the reporting part of the payment application.
5. The Intermediate Body approves the request for payment within 21 days from the date of receipt of the completed payment request. In the case of the first application for payment, the above-mentioned the date is suspended until the beneficiary receives the final post-audit information from the monitoring visit, referred to in paragraph 2 section 5 of the Agreement. if such a visit took place to the Project.
In the case when the payment request contains defects or errors, the beneficiary, at the request of the Intermediate Body, is obliged to submit missing or corrected documents within 7 days from the delivery of the request (it also applies to the request of the beneficiary served via the agency SL2014). In this case, the date of approval by the Intermediate Body of the request for payment runs from the day when the beneficiary submits the correct or complete application for payment.
Intermediate Body may approve the payment application, excluding expenses not properly documented, despite the request to submit missing or corrected documents.
6. Intermediate Body after verifying the payment application, submits information to the beneficiary about the result of the verification. Failure of the beneficiary to remove any defects or errors in the request for payment within the time limit set out in paragraph 5 may result in
 - 1) rejection of the payment application, or
 - 2) recognition of the request for payment only in the amount of properly eligible costs.
7. Intermediate Body may made corrections in the payment application and in the statement of documents confirming the incurred expenses, obvious typographical or accounting mistakes, immediately informing the beneficiary via the agency SL2014.
8. The Intermediate Body may commission an evaluation of the Project's implementation and the payment request submitted for verification to an external entity for the purpose of obtaining an expert opinion. In that case the deadline, referred to in paragraph 5, is extended by a period necessary to prepare an opinion by an independent external expert. Intermediate Institution will inform the beneficiary about applying for such opinion.
9. The transfer of the final payment is subject to the material and financial scope of the Project, submitting an application for final payment and its approval by Intermediate Bodies.
10. the Intermediate Body is obliged to issue a payment order within 15 days from the date of approval of the request for payment.
11. Payments will be made by the payer in accordance with the payment schedule available at: www.bgk.com.pl.
12. The Beneficiary is not entitled to compensation in the event of delay in issuing a payment order or making a payment, resulting from:
 - 1) lack of funds in the financial plan of the Intermediate Body;
 - 2) failure to establish or fail to secure the correct performance of obligations

- resulting from the Agreement;
 - 3) failure to perform or improper performance of the Contract by the beneficiary;
 - 4) negative assessment of the documentation of the Project impact on the environment;
 - 5) delays in the payment of co-financing resulting from factors independent of the Intermediate Body;
 - 6) the delay caused by the payer in transferring to the beneficiary's bank account funds from issued payment orders;
 - 7) lack of funds on the account maintained by the payer, from which payments are made;
 - 8) refusal, by authorized institutions, including European Commission, to provide the support from public funds;
 - 9) stopping the deadline for approval by the Intermediate Body of the first application for payment until the beneficiary receives the final post-inspection information from the end of the monitoring visit, referred to in paragraph 2 section 5 of the Agreement.
13. The amount of co-financing indicated in paragraph 6 section 3 of the Contract is reduced by the amount to be reimbursed for irregularities.
 14. The Beneficiary undertakes to keep separate accounting records of Project costs in a transparent and reliable manner, so that it is possible to identify individual operations related to the Project, subject to costs, to which a flat rate was applied.
 15. The beneficiary is obliged to keep the following documentation, described in a way that allows assigning it to specific positions in the Project's budget:
 - 1) originals or copies of accounting documents (invoices or documents of equivalent evidential value), confirming the incurred costs and confirming the performed payments;²¹
 - 2) originals or copies of acceptance reports documenting the execution of deliveries and services or copies of other documents confirming the compliance of the Project with the terms of the Agreement;
 - 3) in the case of a leasing contract, copies of the leasing contract; if the lessor is authorized to incur expenditures eligible for co-financing also:
 - a) a copy of the invoice for purchase of the leased asset paid by the lessor,
 - b) a copy of the authorization for the lessor in the form of a mandate contract.
 16. The beneficiary is obliged to make available in its seat (in one room) the Intermediate Body or an institution authorized by it the orderly and properly described documentation, referred to in paragraph 15, for its verification. at the request of the Intermediate Body, the beneficiary is obliged to submit the mentioned documentation to the Intermediate Body in the form and date indicated by the Intermediate Body.
 17. The provisions of section 15 and 16 do not apply to the cost categories, to which a flat rate was applied. This does not exclude the beneficiary's obligations under the special provisions.
 18. Verification of documentation may be carried out at the beneficiary's office after prior notification, delivered at least 5 business days before the date of verification.
 19. If errors or deficiencies are found during the verification of the documentation, which do not result in recognizing the cost as ineligible, the beneficiary is obliged to make corrections or additions to the extent indicated by the Intermediate Body or to comply with the recommendations of the institution authorized for verification by the Intermediary body.
 20. In the case when the documentation, referred to in paragraph 15, contains deficiencies or errors resulting in the recognition of costs as ineligible, the beneficiary, at the request of the Intermediate Body, is obliged to provide explanations and present missing or corrected documents, within 7 days from the delivery of the summons, subject to paragraph 7. In a case of necessity, the Intermediate Body may issue the repeated request in the above mode. Intermediate Body may submit the documentation to the expertise.
 21. Failure of the beneficiary to remove deficiencies or errors in the documentation, referred to in paragraph 15, within 7 days, may result in recognizing all or part of the costs as ineligible and the need to refund all or part of the funding.
 22. Accounting documents, referred to in paragraph 15 point 1 must be marked with at least the number of the Contract, under which the expenditure is implemented.

²¹ In the case of costs incurred in a foreign currency, the beneficiary should use a rate consistent with its accounting policy and with the applicable law.

Paragraph 10
Project durability

The Beneficiary undertakes to ensure the durability of the Project, referred to in art. 71 of Regulation 1303/2013, ie the effects of the Project financed with funds from the structural funds for a period of 5 years (3 years for SMEs) from the date of completion of the Project.

Paragraph 11
Monitoring of the Project implementation

1. Intermediate Body monitors the implementation of the Project, and in particular achieving Project indicators, in the dates and sizes specified in the application for co-financing.
2. The beneficiary is obliged, where it is possible, to present employment indicators broken down by gender.
3. The beneficiary shall immediately inform the Intermediate Body of any threats and irregularities in the implementation of the Project.
4. The Beneficiary is obliged in each year of the Agreement's implementation and during the Project's lifetime, to submit to the Intermediate Body the copies of the report on research and development for the previous year (R & D reports), filed in the Central Statistical Office on the basis of the Act of 29 June 1995 on public statistics (the Journal of Laws dated 2018, item 997, as amended) Copies are sent in an electronic version, in the xml format, to the email address: pnt0.tt9ncbr.gov pl, not later than by March 31 of a given year. In the case when the R & D report has already been submitted to the Intermediate Body in connection with the fulfillment of the obligation under another agreement, the beneficiary is obliged to inform the Intermediate Body about submitting such a report and indicating the Agreement number, to which relates the submitted report.
5. The beneficiary submits to the Intermediate Body, using SL2014, periodic report on the Project implementation.
6. The report is submitted after every 12 months of the Project's implementation (reporting periods), within 30 days from the last month of the reporting period.
7. The report contains a detailed analysis of the carried out industrial research, development or pre-implementation works within each reporting period, analysis of the level of technological readiness and contribution to achieving project indicators. In the case when the last reporting period ends later, than 6 months before the end of the Project, the beneficiary does not submit the last periodical report.
8. Periodic reports should be marked by the beneficiary by one of the following confidentiality levels:
 - 1) PU - public report, it can be made available by the beneficiary without restrictions,
 - 2) PP - the report is available only to: report authors, beneficiary and Intermediate Body.
9. If deficiencies or errors are found in the interim report, the beneficiary is obliged to remove them within 14 days from the date of receipt of the request.
10. In the case when the project includes pre-implementation works, the beneficiary is obliged to submit an additional report after completion of the research part of the Project, ie. industrial research and development works, or development works within 30 days from the completion of these tests and works. In this case, if within 6 months before the completion of the research part of the Project, the beneficiary is obliged to submit a periodic report, in accordance with paragraph 5, the beneficiary does not have to submit a periodic report.
11. When submitting the application for final payment, the beneficiary submits to the Intermediate Body the final information on the implementation of the Project in accordance with paragraph 3 section 5 of the Agreement.
12. If the Intermediate Body finds out at the stage of verification of the application for final payment, that the project's goal has been achieved, but the values assumed in the Product Indicators Project have not been achieved, the Intermediate Body may reduce the co-financing proportionally to the degree of failure to achieve these indicators.
13. In case of finding by the Intermediate Body, that the values assumed in the application for co-financing of result indicators have not been achieved, the Intermediate Body may reduce the co-financing proportionally to the degree of failure to achieve these indicators, under condition of achievement of the Project's objective, whereas the reduction is made taking into account the reduction performed on the basis of item 12.
14. The beneficiary is obliged to achieve and monitor the indicators specified in the application for co-financing, including indicators confirming a positive impact on the implementation of the sustainable development principle.

Paragraph 12.
Competitiveness of expenditure

1. The beneficiary prepares and conducts the procurement procedure in a manner that ensures fair competition and equal treatment of tenderers in accordance with the *Guidelines on the eligibility of expenditures under the European Regional Development Fund, European Social Fund and Cohesion Fund for 2014-2020*
2. If the beneficiary violates the procedure of awarding the Agreement, the Intermediate Body recognizes all or part of the costs related to this Agreement as ineligible, in accordance with the regulation of the minister competent for regional development, issued on the basis of the article 24, section 13 point
3. The beneficiary, on whom the regulations do not impose an obligation to conclude contracts in Polish, is obliged, at the request of the Intermediate Body, in the case of concluding a contract in a foreign language with contractors, make her a certified translation into Polish.

Paragraph 13.
Promotion and information

1. The beneficiary is obliged to inform the public on the fact of receiving funding for the implementation of the Project from the PO IR funds both during the Project implementation and after its completion. All information and promotional activities, and every document, which is made public or is used by Project participants, contain information on receiving support from the European Union and the Intermediate Body under PO IR through:
 - 1) the European Funds sign with the name of the program: intelligent Development;
 - 2) the color mark of the Republic of Poland;
 - 3) European Union label with the inscription "European Union" and the name of the fund: European regional development fund;
 - 4) logo of the Intermediate Body.
2. In terms of, referred to in paragraph 1 the beneficiary is obliged to apply point 2.2. *Obligations of beneficiaries* of Annex XII to Regulation 1303/2013 and Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014. laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council (the EC Official Journal L 223/18 of 29/07/2014) regarding detailed regulations concerning the transfer of contributions from programs and their management, reporting on the implementation of financial instruments, technical characteristics of information and communication activities in relation to the data recording and storage system operations.
3. The Beneficiary is obliged to use the principles set out in the Information and Promotion of the Project " *Handbook of the applicant and beneficiary of the cohesion policy and promotion programs of 2014-2020 programs* "published on the website www.poir.gov.pl and in *Guidelines for the promotion of projects financed by the National Center for Research and Development*, posted on the website www.ncbr.gov.pl.
4. The beneficiary, at the request of the Intermediate Body, is obliged to prepare general information about the Project and its results not constituting a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition ((the Journal of Law of 2018, item 419, as amended) This information can be used to promote the Project through publicly available publications.

Paragraph 14.
Control and audit and storage of documents

1. Controls and audits of the Project are carried out in accordance with the principles set out in art. 23 of the implementation act and the terms of the Agreement.
2. The Beneficiary undertakes to submit control and audit in the scope of the Agreement being implemented, maintained by Intermediate Bodies and other institutions authorized to do so.
3. As part of the commitment, referred to in paragraph 2 the beneficiary:
 - 1) informs the inspectors about all places (areas, rooms) in which the Project is implemented and project documentation is kept,
 - 2) makes available on request to the inspectors all documentation related to the Project and the Realized Agreement, in accordance with paragraph 9 section 15 and 16 of the Agreement, including access to the accounting computer system, as well as all documents and files,

- computer and any other media related to the financial and technical management of the Project by the beneficiary, including any Confidential Information related to the implementation of the Project. If it is necessary to determine the eligibility of expenses incurred in the Project, the beneficiary is also obliged to provide access to documents not directly related to its implementation,
- 3) the beneficiary provides the inspecting persons with an access to all areas and rooms, in which the Project is implemented and enables the inspection of fixed assets purchased, depreciated or created as part of the Project,
 - 4) provides oral and written explanations regarding the Project implementation during the inspection and provides, at the expense of the beneficiary, presence of competent persons, who will provide the auditors with explanations on disbursement of funds and other issues related to the implementation of the Project,
 - 5) who provide the inspecting persons, at their request, extracts, fact sheets, printouts, as well as copies of documents related to the implementation of the Project, and also ensures the presence of a person, who, during the inspection, will be authorized, on behalf of the beneficiary, to certify a copy for compliance with an original,
 - 6) who will make all documentation available to the inspectors on request, referred to in paragraph 3 section 17 of the Agreement.
4. Intermediate Body and other institutions, referred to in paragraph 2, are authorized during the inspection to consolidate the course of control activities, by taking photographs, film or sound recording - in the scope compliant with the subject of inspection.
 5. Failure to perform one of the duties, which are referred to in paragraph 3 by the beneficiary, is treated as a hindrance to conducting the inspection.
 6. The beneficiary is notified of the planned inspection no later than 5 days before the date of its commencement.
 7. After the inspection, the Parties shall comply with the rules set out in Article 25 of the implementation act.
 8. In the case of reservations, as to the correctness of incurring expenditures eligible for support or the manner of performing the Agreement, the Intermediate Body informs the beneficiary of this fact in writing and is entitled to withhold the payment of the grant until the objections have been finally clarified.
 9. In the case when there are found irregularities during the audit examining the correctness of incurred expenditures eligible for support, the Intermediate Institution, an institution authorized by it or another institution authorized to carry out an audit under separate regulations, may carry out an audit aimed at re-checking the eligibility of costs and the correctness of the manner of implementation of the Agreement.
 10. During the Project inspection on the spot, The Intermediate Body or another institution authorized to carry out the audit under separate regulations checks, whether the beneficiary has not acquired the right to reduce the amount of value added tax (VAT) by input VAT.
 11. During the on-the-spot inspection, the institution authorized to carry out the inspection may verify the correct application of the flat rate, in line with the operating costs limit settled by a flat rate.
 12. If the Intermediary Body has information about suspicion of arising of irregularities in the implementation of the Project or other significant deficiencies on the part of the beneficiary, Intermediate Institution or other authorized institution may conduct an interim inspection without the notification, which is referred to in item 6. For the purpose of the interim inspection, the provisions of section 1-5 and 7-11 of this paragraph are applied.
 13. The Beneficiary is obliged to provide the Intermediate Body with copies of post-inspection information and post-audit recommendations or other equivalent documents drawn up by controlling institutions, if the inspection results relate to the Project, within 7 days from the date of receipt of these documents.
 14. The Beneficiary is obliged to store all data related to the implementation of the Project in a manner that guarantees proper information security, in particular, documentation related to financial management, technical management; procedures for concluding contracts with contractors, for a period of time, referred to in art. 140 section 1 of Regulation 1303/2013 and simultaneously, for a period no shorter than 10 years from the date on which the last aid was granted under the aid scheme.
 15. Deadline: referred to in paragraph 14 is the minimum period; the Intermediate Body may extend the period for which the beneficiary is obliged to keep the documentation related to the Project being implemented, and will inform about it the beneficiary.
 16. In the event of suspension or termination by the beneficiary of the activity before the deadline, to which the beneficiary must keep the documents, the beneficiary undertakes to immediately, in writing, inform the Intermediate Body about the place of archiving documents related to

implemented project.

17. The project, in which the co-financing value exceeds 3 million Polish zloty, is subject to a mandatory external audit. The audit should be commenced after completion of at least 50 % of the planned expenses related to the implementation of the Project, but not later than before implementing 80% of planned expenses related to the Project.

The beneficiary's report is kept for a period of time, referred to in paragraph 14 and is available at any request of the Intermediate Body. The entity conducting the audit is chosen by the beneficiary in accordance with the rules, referred to in paragraph 12 of the Agreement and must meet the conditions specified in art. 286 ufp. The auditor may not be a subsidiary of the audited entity as well as the entity auditing the financial statements of the audited entity during the 3 years preceding the audit.

Paragraph 15.

The procedure and terms of termination of the Agreement and suspension of co-financing

1. The Agreement may be terminated by each of the Parties, with a one-month notice period. Termination shall be made in writing under pain of nullity and must contain reasons, due to which the Agreement is terminated.
2. The Intermediate Body may suspend co-financing or terminate the Agreement with a one-month period of notice, in particular in the event when:
 - 1) the beneficiary refuses to submit to control or makes it difficult to carry out the audit or does not carry out post-audit recommendations within the specified time, subject to paragraph 3 point 1;
 - 2) the beneficiary has made legal and organizational changes that threaten the implementation of the Agreement or did not inform the Intermediate Body of the intention to make legal and organizational changes in its status, which may have a negative impact on the implementation of the Project or the achievement of the Project's objectives;
 - 3) errors or omissions in the submitted documentation of the Project's impact on the environment has been found and they have not been corrected or supplemented within the prescribed period;
 - 4) the beneficiary did not submit the application for payment or interim report on time;
 - 5) the beneficiary did not correct the application for payment or the interim report within the prescribed period, containing defects or errors;
 - 6) the beneficiary did not submit information and explanations about the implementation of the Project or did not submit documents, referred to in paragraph 5 section 10 of the Agreement;
 - 7) the beneficiary does not carry out the promotion of the Project in the manner specified in the Agreement;
 - 8) the periodic report was evaluated negatively, referred to in paragraph 11 section 5 of the Agreement;
 - 9) further implementation of the Project by the beneficiary is impossible or futile;
 - 10) a force majeure will occur;
 - 11) the beneficiary fails to comply with the obligations set out in paragraph 20 section 3 of the Agreement;
 - 12) the beneficiary did not provide the Project audit, referred to in paragraph 14 section 17 of the Agreement.
3. The Intermediate Body may suspend co-financing or terminate the Agreement with immediate effect, in the case, when:
 - 1) the beneficiary refuses to undergo a monitoring visit, referred to in paragraph 2 section 5 of the Agreement or obstructs its implementation or as a result of the monitoring visit an irregularity was found in the Project;
 - 2) the beneficiary has not started the Project for a period longer than 3 months from the date of commencement of the implementation of the Project specified in the Agreement;
 - 3) the beneficiary has ceased the implementation of the Project or pursues it in a manner contrary to the Agreement or in violation of the law;
 - 4) there is no progress in the implementation of the Project in relation to the dates specified in the application for co-financing, which creates the situation, that one may have reasonable assumptions, that the Project will not be implemented in its entirety or its purpose will not be achieved;
 - 5) the beneficiary has ceased operations, liquidation proceedings were instituted against the beneficiary, or bankruptcy proceedings are started, or the beneficiary remains under receivership;
 - 6) in order to obtain funding or at the Project implementation stage, or its durability, the beneficiary has provided false or incomplete statements or documents;
 - 7) the beneficiary committed irregularities and did not remove their causes and effects by the date specified by the entity performing the inspection;
 - 8) the beneficiary has infringed the durability of operations within the meaning of 71r of regulation 1303/2013;
 - 9) the goal of the Project has not been achieved;

- 10) the beneficiary has purchased goods or services in a way that is inconsistent with the principles set out in the Agreement;
 - 11) the beneficiary has not established or did not submit within the specified time limit and in the form specified by the Intermediate Federation, the security of due performance of obligations under the Agreement;
 - 12) the beneficiary used the co-financing not in accordance with the intended use, the beneficiary received subsidies unduly or in excessive amounts;
 - 13) the beneficiary used the co-financing in violation of the procedures, referred to in art. 184 of ufp;
 - 14) It has been found that the beneficiary proceeded to the implementation of the Project stage, which includes a project within the meaning of art. 3 par. 1 point 13 of the Ooś Act, without submitting the required and correct documentation to the Intermediate Body in the scope of environmental impact assessment of the enterprise as well as relevant approvals and permits;
 - 15) the beneficiary is burdened with the obligation to return the aid resulting from the decision of the European Commission;
 - 16) It has been pronounced, by a valid judgment of the court, the ban on the beneficiary, referred to in art. 12 section 1 of the Act of June 15, 2012 on the consequences of entrusting works to foreigners staying against the provisions of the territory of the Republic of Poland (the Journal of Laws item. 769);
 - 17) the beneficiary did not submit the final information to the Intermediate Body, implementation reports or information on the social and economic effects of implementation;
 - 18) the beneficiary, without the consent of the Intermediate Body, has not carried out the industrial research, development works or pre-implementation works planned in the application for co-financing or completed them to a limited extent;
 - 19) the beneficiary, without the consent of the Intermediate Body, did not implement the results of industrial research and development works, or development works (if the project only provides the latter) or implemented them in a different scope, than it is specified in the application for co-financing;
 - 20) the beneficiary has sold or licensed the results of industrial research and development works, or development works on conditions inconsistent with the Agreement;
 - 21) the beneficiary did not provide the Intermediate Body with a copy of the sales contract for the results of industrial research and development works, either development works or a copy of the license agreement relating to these results or its annexes, or when the change of the sales agreement / license agreement prevents proper implementation of the Agreement;
 - 22) The Intermediate Body received information, that the buyer / licensee of the results of industrial research and development works, or development works created as part of the Project the beneficiary did not implement them for the own business by starting production or providing services based on the Project's results, within the period specified in the sales / license agreement concluded with the beneficiary or, in the case of a sales contract, the beneficiary sold the results to a third party;
 - 23) the beneficiary, despite the obligation to return the funds allocated for the implementation of programs financed with the participation of European funds, referred to in art. 207 par. 1 ufp, did not return funds not later than within 14 days from the day, in which the decision, referred to in art. 207 par. 9 ufp, it became final, unless the beneficiary has been granted a debt relief repayment;
 - 24) to the beneficiary or persons, for which they are liable under the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (. the Journal of Law 2018, item 703, as amended) preparatory proceedings have been initiated in a case that could have an impact on the implementation of the Project;
 - 25) during the 3 years preceding the conclusion of the Agreement or during the implementation of the Project, the Intermediate Body terminated another Agreement for co-financing or for implementation with the beneficiary, and financing the project due to the fault of the beneficiary or for reasons attributable to the beneficiary - it does not apply to termination of the contract due to force majeure or in the case of confirmation by the Intermediate Body of existence of the premises described in paragraph 3 section 14 of the Agreement.
4. Intermediate Body terminates the Agreement with immediate effect, in the case, when the beneficiary commenced the implementation of the Project earlier, than on the day following the day of submitting the application for co-financing, i.e. in the case, when the Project does not meet the incentive effect, referred to in the provisions on a state aid.
 5. The Intermediate Body may suspend co-financing, if the amount included in the request for payment is undue or the Intermediate Body has acted in connection with possible

irregularities affecting the expenditure.

6. Termination of the Agreement in modes, referred to in the section 1 - 4, does not exempt the beneficiary from the obligation to submit the payment part of the payment application, within 25 days from the date of termination of the Agreement and the obligation for a storage of the documentation related to the implementation of the Project and obligation for making it available to the Intermediate Body on request.
7. In the event of termination of the Agreement in the modes, referred to in paragraph 1 - 4, the beneficiary is not entitled to compensation.
8. The Beneficiary will not be liable to the Intermediate Body or will not be considered as violating the provisions of the Agreement in connection with non-performance or improper performance of obligations under the Agreement in the scope in which such non-performance or improper performance is the result of force majeure.
9. The Beneficiary is obliged to immediately inform the Intermediate Body of the fact of force majeure, proving these circumstances by presenting documentation confirming the occurrence of the event having the features of force majeure and indicating the impact, which the event had on the course of the Project implementation.

Paragraph 16.

Return of funding and recovering of funds

1. In the event of termination of the Contract pursuant to paragraph 15 section 1 - 4, subject to paragraph 2 and par. 8 and paragraph 18 section 2 the beneficiary is obliged to return all or part of the received co-financing, within 14 days from the delivery of the summons, together with interest in the amount specified as for tax arrears, counted from the date of transferring funds to the beneficiary's bank account by the date of their return and together with bank interest accrued on co-financing transferred in the form of an advance payment. The return of co-financing should be made to the bank account indicated by the Intermediate Body with an indication of:
 - 1) the project number;
 - 2) information about the principal amount and the amount of interest;
 - 3) title of the return;
 - 4) the year, when the funds were transferred, to which the refund applies.
2. According to art. 207 par. 1 ufp in the case of:
 - 1) use of co-financing not in accordance with the intended use;
 - 2) use of co-financing in violation of procedures, referred to in art. 184 of ufp;
 - 3) obtaining subsidies unduly or in excessive amounts; the refund procedure specified therein are applied.
3. When there are found the circumstances, which are referred to in section 2, the Intermediate Body calls the beneficiary to:
 - 1) return funds or
 - 2) consent to the reduction of subsequent payments, in accordance with art. 207 par. 2 ufp, within 14 days from the delivery of the summons.
4. If the beneficiary do not complete the full refund along with interest specified as for tax arrears, this payment is proportionally counted to the amount of the principal arrears, understood as the amount of co-financing to be repaid (without interest) and the amount of interest as for tax arrears in relation in which, on the day of payment, the main arrears amount remains to the amount of interest.
5. After the expiry of the deadline, referred to in paragraph 3 the Intermediate Body issues a decision specifying the amount to be refunded and the date, from which interest is calculated, and the method of refund, and also this decision will contain an instruction on the sanction resulting from art. 207 par. 4 point 3.
6. In the case of the case of reimbursement, on the basis of which the expenses covered by a flat rate were calculated, the beneficiary is obliged to repay the expenses covered by a flat rate proportionally.
7. The beneficiary is excluded from the possibility of receiving funds for the implementation of programs financed with the participation of the European Regional Development Fund on the terms set out in art. 207 par. 4 ufp, subject to art. 207 par. 7 ufp.
8. In the case when the failure of the Project was related to the occurrence of force majeure and the analysis carried out shows, that the failure of the Project realization was not due to an unauthorized act or omission of the beneficiary, the beneficiary, in the range indicated by the Intermediate Body, will not be obliged to return the funding. In this case, only the amounts which will be subject to a refund as described in this paragraph,

are the amounts not spent until the date of termination of the Agreement.

9. The Beneficiary undertakes to cover the documented costs of debt collection activities undertaken against the beneficiary, and in particular the costs of legal assistance provided by professional representatives, in the case, when any payment has been made to the beneficiary.

Paragraph 17.

The mode and scope of amendments to the Agreement

1. The parties may amend the Agreement in accordance with written declarations of will under a pain of nullity, subject to the sections 2 - 4.
2. Change:
 - 1) address and method of representation of the beneficiary;
 - 2) bank account numbers;
 - 3) staff involved in the implementation of the Project, providing that a new staff member has equivalent competence and experience;
 - 4) deadlines for the implementation of individual activities and stages of the Project set out in the application for co-financing, providing that this change does not exceed 3 months and, at the same time, has no effect on the deadline for submitting the final payment application set in the Agreement

- it does not require changing the Agreement in the form of an annex, but it requires informing the Intermediate Body, not later, than 14 days from the day of occurrence of the reason which is justifying the change.
3. Change:
 - 1) legal and organizational status of the beneficiary;
 - 2) deadlines for the implementation of individual activities and stages of the Project set out in the application for co-financing, providing that this change exceeds 3 months and at the same time has no effect on the deadline for submitting the final payment application set out in the Agreement;
 - 3) payment schedule, unless this change affects the deadline for submitting the application for final payment;
 - 4) concerning transferring between eligible categories of costs eligible for support without affecting the material scope of the Project, over 15% of the amount of a given cost category, to which the shift occurs ²²

- it does not require changing the Agreement in the form of an annex, but it requires the consent of the Intermediate Body.
4. Change:
 - 1) concerning a shift between eligible categories of costs eligible for support coverage without affecting the material scope of the Project up to 15% of the value of a given cost category, to which the offset follows; ²³
 - 2) concerning the transfer of funds within the category of eligible costs, specified in the Project's budget, in accordance with the *Cost Eligibility Guide* ²⁴;
 - 3) concerning exceeding the target value of quantified performance indicators for the project, does not require changing the Agreement in the form of an annex, but it requires informing the Intermediate Body at the latest on the date of submitting the next application for payment through SL2014.
5. No transfers of funds between expenditure categories settled with a flat rate and other expenditure categories within the Project are allowed.
6. The Intermediate Body will respond to changes proposed by the beneficiary no later than 30 days from the date of their receipt, justifying their position in the case of refusal to take cognisance of them. When it is necessary to appoint an external expert to evaluate the changes proposed by the beneficiary, the 30-day period may be extended, about this extension the Intermediate Body will inform the beneficiary.
7. When it is necessary to make changes to the Project, which require the form of an annex or consent of the Intermediate Body, the beneficiary is obliged to notify the Intermediate Body of the application for accepting the changes with the presentation of the scope of changes and their justification, no later than 14 days from the day of occurrence of the reason justifying the change, except

22The limit of 15% of the value of a given cost category (concerns separately industrial research, development works, costs of consultancy services for SMES and de minimis aid as part of pre-implementation works) is always determined in relation to the original budget of the Project, which is Annex No. 2 to the Agreement.

23as above

24Transfers may not take place between industrial research, development works, costs of consultancy services for SMEs and de minimis aid as part of pre-implementation works.

changes regarding the payment schedule which are notified and accepted using the SL2014 system. The Intermediate Body may refuse to accept the beneficiary's changes in the Project without justifying refusal, when the changes are submitted later than 30 days before the planned date of submission of the application for the final payment.

8. In the event of circumstances that may delay the implementation of the Project the beneficiary is obliged to submit the Intermediate Body, no later than 30 days before the expiry of the eligibility period for costs, specified in paragraph 7 section 1 of the Agreement, application for extending the period of eligibility of costs. With the application, the beneficiary is obliged to duly document the reasons for the inability to complete the Project during the period of eligibility of costs and provide documentation authenticating the implementation of the Project on the date indicated in the application for change. In the case of submitting an application for extending the period of eligibility of costs, the Intermediate Body is entitled to request the establishment of additional security by the beneficiary as protection of due performance of obligations under the Agreement, in accordance with paragraph 18 section 5 of the Agreement.
9. Immediately after changing the bank account number, the beneficiary shall inform the Intermediate Body about this fact, not later, than when submitting the payment application.
10. If a payment is made by an Intermediate Body to an account with an incorrect number due to non-fulfillment of the obligation, referred to in section 9 the costs associated with the re-execution of the transfer, as well as all the consequences of pursuing funds constituting an unjust enrichment of a third party, including the consequences of losing them, will burden the beneficiary. The beneficiary is jointly liable with an unjustly enriched person and at the request of the Intermediate Body the beneficiary is obliged to return the full amount transferred to the incorrect financial account number. At the time of refund, the Intermediate Institution declares that it gives the beneficiary the title to any recourse financial claims against the person who is unjustly enriched.
11. Such a change to the Agreement is not acceptable, which would result in the project not being granted co-financing in time, when the project was evaluated as part of the project selection procedure.²⁵

Paragraph 18.

Securing the proper implementation of the Agreement²⁶

1. Co-financing is paid after the beneficiary has established and lodged a security payment for protection due performance of obligations under the Agreement in the form specified in section 2 subject to paragraph 3 4 and 5.
2. The security payment, referred to in paragraph 1, is established for the duration of the Project and for the period durability of the Project, in the form of a blank promissory note provided with a "not on order" clause with a notarized signature, or in the presence of a person authorized by the Intermediate Body along with a promissory note^{27, 28}.
3. In the case when the total value of co-financing in the form of an advance payment, exceeds the amount indicated in the Regulation on advances, i.e. 10 million Polish zloty, the security is established in one or several of the forms, referred to in paragraph 5 section 3 of the Regulation on advances²⁹.
4. In the case when the beneficiary's revenues from sales³⁰, achieved in the closed tax year, preceding the year, in which the application for co-financing has been submitted, are less than 20% of the total eligible costs of the Project, the Intermediate Body may apply one of the following solutions³¹:
 - 1) refuse to pay the advance payment to the beneficiary (the project will be settled only on the basis of a refund);
 - 2) require the beneficiary to provide additional security payment.
5. The Intermediate Body may request additional security payment in one of the forms specified in paragraph 9 section 3 of the Regulation on advances, also in the case of recognition, that the risk of impropriety in the substantive or financial aspects of the Project implementation is high.
6. The security is established:

25 Does not apply to the situation, in which the project selection criterion should be met only at the moment the aid is granted.

26 Does not apply to units of the public finance sector or foundations, where the only founder is the State Treasury.

27 In the case when the beneficiary are entities conducting business activity in the form of a civil partnership - weMel in blank, /*** referred to in paragraph 2, is issued by all partners of this company.

28 If the bill is signed by a proxy, there is required a special power of attorney for incurring liabilities in the form of bills of exchange with a notarized signature.

29 It does not apply to the beneficiary, who is an entity providing public services or services of general economic interest, referred to in art. 93 and art. 106 section 2 of the Treaty on the Functioning of the European Union, or is a research institute within the meaning of the Act of 30 April 2010 on research institutes.

30 Total revenues from sales are taken into account, in accordance with the Profit and Loss Account.

31 It does not apply to the beneficiary, who is an entity providing public services or services of general economic interest, referred to in art. 93 and art. 106 section 2 of the Treaty on the Functioning of the European Union, or is a research institute within the meaning of the Act of 30 April 2010 on research institutes.

- 1) in the case referred to in paragraph 3 - in the amount of the highest tranche of the advance,
- 2) in the case referred to in paragraph 4 and 5 - in the amount specified by the Intermediate Body.
7. Selecting the forms of security, which are referred to in section 3, 4, and 5, is performed by the Intermediate Body. The selection can be made by accepting the proposal submitted by the beneficiary.
8. The beneficiary is obliged to submit to the Intermediate Body the correctly issued security:
 - 1) referred to in paragraph 2 - within 14 days from the date of concluding the Agreement;
 - 2) referred to in paragraph 3 - no later, than on the date of the first advance payment application;
 - 3) referred to in paragraph 4 point 2 and par. 5 - on the date indicated by the Intermediate Body.
9. At the beneficiary's written request:
 - 1) after expiration of the Project lifetime, the security referred to in paragraph ³²;
 - 2) in the case of the beneficiary's settlement of the entire funding granted in the form of advance payments under the Project, with a consent of the Intermediate Body, there will be a release from the security, referred to in paragraph 3 and par. 4 point 2;
 - 3) if the beneficiary settles all of the funding granted under the Project, with a consent of the Intermediate Body, there will be a release from the security, referred to in paragraph 5.
10. All activities related to security are regulated by separate regulations, appropriate for the given forms of protection.
11. Termination of the Agreement is an inherent premise of the possibility of using the security to the sum of the whole subsidy paid to the beneficiary plus interest and costs, referred to in paragraph 16 section 9 of the Agreement.

Paragraph 19
Communication of the Parties

1. In particular, the Parties provide for the following forms of communication as part of the performance of the Agreement:
 - 1) fax;
 - 2) registered letter;
 - 3) courier;
 - 4) using e-PUAP authorization;
 - 5) e-mail;
 - 6) via the SL2014 system;
 - 7) through the IT system of Intermediate Body.
2. Statements, requests, notices and information will be deemed delivered when the fax delivery is confirmed ³³, confirmation of receiving a registered letter, pick up a courier parcel, making an authorization through e-PUAP or obtain confirmation of receiving by e-mail correspondence via e-mail ³⁴ or the IT system of Intermediate Body.
3. The Intermediate Body will determine issues, in respect of which the communication within the frameworks of the Agreement completion will take place only through the IT system of the Intermediate Body.
4. Correspondence will be treated as served correctly in the case when the beneficiary did not inform about the change of correspondence data or the correspondence sent will be returned with the annotation of the postal operator about the inability to deliver the parcel, e.g. "the addressee moved", "Not taken on time", "Unknown addressee".
5. If the beneficiary refuses to accept correspondence, it is recognized that it was delivered on the day on which the beneficiary submitted a declaration of refusal to accept it. If the beneficiary does not take correspondence with the post office, it is recognized that it was served on the last day, in which it was possible for the addressee to receive the sent correspondence.
6. If the beginning of the term ³⁵ specified in days is an event, when calculating this date, the day shall not be taken into account, in which the event occurred; the expiry of the last of the designated number of days is considered the end of the period.
7. If the end of the term ³⁶ falls on a statutory holiday or Saturday, the next day is considered the last day of the deadline.
8. All correspondence related to the implementation of the Agreement should bear the number of the Agreement.

³²The Intermediate Body reserves the right to destroy the blank promissory note along with the promissory note declaration, in the absence of the beneficiary's request, within 6 months from the expiry of the Project lifetime.

³³Confirmation of fax delivery is the confirmation of successful transmission.

³⁴The proof of delivery of the e-mail is a return report, confirming the delivery of a message to the addressee.

³⁵Applies to all forms of communication, including communication within the tele information system and e-PUAP.

³⁶as above.

9. Correspondence addresses are as follows:

Warsaw (district), Żwirki i Wigury 101, 02-089 Warsaw:

10. The persons authorized for current contacts under the Agreement are:

Mariusz Olejniczak, President of the Management Board mariusz.olejniczak@wpdpharmaceuticaIs.com, +48 515262381.

11. In the case of data change, referred to in paragraph 9 or 10, the party, which the change concerns, is obliged to notify the other Party immediately, but no later than within 14 days from the change of data. Until notification, correspondence sent to the existing addresses is considered to have been effectively delivered.

Paragraph 20
Final provisions

1. Any doubts arising during the implementation of the Project and related to the interpretation of the Agreement will be resolved in the first instance through negotiations between the Parties. In the event of premises indicating the termination of the Agreement immediately, the negotiations may be waived.
2. If the Parties fail to reach an agreement, the disputes will be resolved by a common court, appropriate locally for the seat of the Intermediate Body.
3. For the purposes of evaluation, the beneficiary during the Project's implementation and during its durability, is obliged to cooperate with the Intermediate Body or an institution authorized by Intermediate Institution, the beneficiary is obliged in particular to:
 - 1) provide information on the completed Project,
 - 2) submit the information on economic effects and other benefits resulting from the Project implementation,
 - 3) participate in surveys, interviews and share information necessary for evaluation, including evaluations commissioned by the Managing Authority.
4. The Agreement was drawn up in two identical copies, one copy for each party.
5. The Agreement shall enter into force on the day of signing it by the last of the Parties.
6. The attachments are an integral part of the Agreement:
 - 1) a copy of the application for co-financing with annexes ³⁷;
 - 2) project budget ³⁸;
 - 3) payment schedule ³⁹;
 - 4) a blank promissory note with a "not on commission" clause and a promissory note declaration ⁴⁰ (if applicable);
 - 5) a copy of the document confirming the authority of the beneficiary's representative to act on the beneficiary's name and on the beneficiary's behalf (power of attorney, others) ⁴¹;
 - 6) applicant's statement regarding the submission of the application for co-financing through the NCBR information system;
 - 7) completed form, analysis of project compliance with environmental policy ⁴²;
 - 8) declaration on meeting the criteria of SMEs ³⁴ .
7. The list of attachments may be extended depending on the specificity of a given Project.

On behalf of the Management Board

On behalf of the Intermediate Body

z up. Dyrektora
Narodowe Centrum Badań i Rozwoju
zastępca dyrektora
Wzrostu Projektów
Karol Szacherski

PREZES BENEFICJENTA
W imieniu Zarządu
Mariusz Olejniczak
WPD Pharmaceuticals Sp. z o.o.
ul. Żwirki i Wigury 101, 02 089 Warszawa
NIP: 5252721500, KRS: 0000693186
XII Wydział Gospodarczy KRS w Warsz

37 An electronic form is possible.

38 It is necessary when at the stage of concluding the Agreement was subject to updating. An electronic form is possible.

39 Submitted with SL2014. If for technical reasons it is not possible to use SL2014, a payment form is used in accordance with the SL2014 format, in accordance with the formula set out in the Guidelines in the scope of conditions for the collection and transmission of data in the form of electronic for the years 2014-2020.

40 The beneficiary, who does not decide to include a blank promissory note along with a de-stock amendment to the Agreement, should submit it to the Intermediate Body within 14 days from the date of conclusion of the Agreement.

41 When it is applicable.

42 When it is applicable. An electronic form is possible.

43 When it is applicable.

/* the stamp:

Under the authority of

National Center for Research and Development, Vice Director, Project Selection Department, Karol Szacherski

Illegible signature

the stamp:

President of the Management Board

President of the Management Board, Mariusz Olejniczak, WPD PHARMACEUTICALS Sp. z o.o.
(limited liability company) Żwirki i Wigury 101, 02-829 Warsaw,

NIP (numer identyfikacji podatkowej - number for tax identification, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw under the number KRS (Krajowy Rejestr Sądowy - National Court Register)) 0000693186,

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