

ANNEX NO. 2 TO THE PRIME PROJECT PARTNER CALL ANNOUNCEMENT

OBJECTIVES FOR THE PARTNERSHIP AGREEMENT – PRIME PROJECT**I. GENERAL PRINCIPLES OF THE PARTNERSHIP**

1. The Partners unanimously declare that they are not linked within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
2. The Partners unanimously agree that the partnership is entered into for the purpose of jointly achieving the objectives and purpose of the PRIME project, hereinafter referred to as the “Project.”
3. The Partners unanimously agree that the Foundation for Polish Science shall act as the Lead Partner in the Project within the meaning of Article 39 of the Implementation Act.
4. The Lead Partner shall be in charge of the funds provided under the Project Grant Agreement and be responsible for their settlement.
5. Partners shall actively participate and cooperate in the partnership’s activities to implement the Project.
6. The Partner shall be accountable to the Lead Partner for the proper implementation of the Project with respect to the responsibilities and tasks assigned to it. The Partner undertakes to carry out its tasks with the highest quality and diligence, in accordance with the provisions of the Partnership Agreement and the Project Grant Agreement and taking into account the Lead Partner’s recommendations and comments.
7. Some of the project tasks and responsibilities resulting from the Project Grant Application and the Project Grant Agreement will be carried out jointly by the Lead Partner and the Partner, therefore they are specified in the responsibilities of both Partners.
8. Partners undertake to store all documentation related to the substantive implementation of the Project in a manner that ensures its availability, confidentiality and security throughout the duration of the Project and its durability period in electronic form, in a location to be determined by the Lead Partner.
9. Partners shall:
 - 1) implement the Project in accordance with the provisions of the approved Project Grant Application, taking into account the provisions included in the Project Grant Application;
 - 2) in the event of changes to the Project, implement the Project in accordance with the current Grant Application;
 - 3) ensure, within the framework of their tasks in the Project, that the horizontal principles referred to in Article 9 of the Common Provisions Regulation, including sustainable development, equal opportunities and gender equality and non-discrimination, in the

Charter of Fundamental Rights of the European Union (Articles 1, 3-8, 10, 15, 20-23, 25-28, 30-33) and the Convention on the Rights of Persons with Disabilities (Articles 2-7, 9);

- 4) acquire, collect and archive documentation related to the Project and the partnership;
- 5) cooperate, throughout the duration of the Project as well as throughout its durability period, with external entities carrying out evaluation or review tasks, authorised to do so on the basis of the Project Grant Agreement.

10. The Partners jointly agree that:

- 1) it shall not be permissible to outsource the purchase of goods and services between the Partners, including making requests for proposal during procurement within the framework of the Project, or to engage the Partner's employees as Project staff by the Lead Partner and *vice versa*;
- 2) the performance of tasks by the Partner shall not be regarded as the provision of services to the Lead Partner;
- 3) any changes made by the Lead Partner to the Project with respect to the Partner's tasks shall require the prior written consent of the Partner;
- 4) any changes made by the Partner to the scope and manner of the tasks entrusted to it shall require the prior written consent of the Lead Partner;
- 5) any changes of the Partners shall take place in accordance with the provisions of the Implementation Act.

II. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE LEAD PARTNER

1. The Lead Partner shall be fully responsible for the correct implementation of the Project Grant Agreement, including the correctness of all financial settlements in the project, and including the part of the grant designated to cover the Partner's expenses.
2. The Lead Partner shall be responsible in particular for the implementation of the following tasks defined in the Project:
 - 1) preparing a detailed project plan and implementing it, with periodic evaluation and quality improvement;
 - 2) organising and pursuing an extensive information and promotional campaign before and during the Project;
 - 3) organising the call for proposals, assessing the applications, and selecting the grant Grant Recipients (including, i.a., defining the criteria for selecting the Grant Recipients, preparing the documents for the call for proposals, collecting proposals and assessing them, handling experts and panellists, and organising meetings with applicants and panels);
 - 4) handling contracts, including Grant Agreements (in particular preparing and signing agreements and potential annexes);
 - 5) disbursing grants and accounting for expenditure incurred by Grant Recipients (including providing *de minimis* aid to Grant Recipients and reporting on *de minimis* aid



- provided);
- 6) organising Bootcamps and events accompanying the Project;
 - 7) delivering a training programme for the Teams and providing advice;
 - 8) exercising ongoing, substantive supervision over the implementation of tasks by Grant Recipients;
 - 9) evaluating the implementation of the successive phases of the Project on the part of the Grant Recipients and carrying out the financial and technical settlement of the Grant Recipients;
 - 10) carrying out substantive checks on the implementation of tasks by Grant Recipients;
 - 11) recovering grant funds when not used in accordance with the Grant Agreement;
 - 12) extending substantive care over spin offs created in the Project (including business support);
 - 13) carrying out quality control and evaluation of the Project;
 - 14) cooperating with experts and mentors;
 - 15) communicating effectively with all Project participants;
 - 16) ensuring the regularity of financial operations, in particular by implementing the Project's financial management and control system;
 - 17) submitting payment claims to the Managing Authority in order to settle the expenditure in the project, including the costs of the Non-Leading Partner and to receive funds to refinance the Partner's tasks;
 - 18) monitoring the indicators declared in the Project Grant Application;
 - 19) representing the Partner before the Managing Authority with regard to the implementation of the Project;
 - 20) coordinating (including monitoring and supervising) the correctness of the Partner's activities in carrying out the Project tasks and supporting the Partner in carrying out the tasks assigned to it;
 - 21) reimbursing the cost of the Partner's hours of work in the Project in line with the Partnership Agreement;
 - 22) informing the Managing Authority of problems in the implementation of the Project;
 - 23) fulfilling the obligations arising from the provision of *de minimis* aid to Grant Recipients that are newly established companies, related to the need to monitor and control compliance with EU aid rules.

III. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE PARTNER

1. The Partner shall pursue the tasks assigned to it in the Project and also cooperate with the Lead Partner in line with the provisions of the Partnership Agreement and the Project Grant Agreement in order to ensure the quality of support for the participants and the achievement of Project indicators specified in the Project Grant Application.
2. The Partner shall be fully responsible for all actions of its employees and cooperating entities in the performance of its tasks provided for in the Partnership Agreement.

3. The Partner shall be responsible in particular for the implementation of the following tasks defined in the Project:
- 1) collaborating in the development and update of the Project plan for future editions;
 - 2) participating in the periodic evaluation and quality improvement of the Project in cooperation with the Foundation and the selected external company;
 - 3) jointly pursuing information and promotional activities during the Project, including outside Poland;
 - 4) jointly organising the search for industry experts to evaluate grant applications and progress in the work of the Teams, including for experts from outside Poland;
 - 5) participation of the Partner's experts in the assessment process of grant applicants and during the selection of Grant Recipients;
 - 6) organising part of the workshops and training sessions during the Bootcamps, in the thematic area jointly agreed with the Foundation;
 - 7) running the mentoring programme (creating a dedicated mentor pool, substantively handling the matchmaking and mentoring processes, including but not limited to the mentor reporting process);
 - 8) designing, organising and delivering an individual training programme for Team members;
 - 9) organising the business networks necessary for market interviews and the initiation of cooperation by the grant Teams;
 - 10) designing, pursuing and substantively supporting study visits to renowned hubs which support academic entrepreneurship and technology transfer outside Poland, including planning meetings, workshops and networking activities;
 - 11) providing ongoing expert support in the implementation of tasks by the grant Teams.
4. The Partner shall also:
- 1) actively participate and cooperate with the Lead Partner in partnership activities aimed at the implementation of the Project;
 - 2) inform the Lead Partner on planned changes to the Partner's tasks under the Project, in order to obtain written approval;
 - 3) implement the established system of workflow and communication between the Partners;
 - 4) provide at the Lead Partner's request information and clarifications regarding the tasks implemented within the Project, in a timeframe and in a form allowing the Lead Partner to comply with its obligations under the Project Grant Agreement;
 - 5) inform the Lead Partner immediately of obstacles to the implementation of the tasks, including the risk that they may be discontinued;
 - 6) submit to a check as to the proper implementation of tasks in the Project carried out by the Lead Partner, Managing Authority or other entities entitled to control, which includes allowing the entitled entities to carry out control activities and giving them access to the office and the place where tasks are implemented, as well as providing information and explanations to the entity;



- 7) collect information on Project participants and provide it to the Lead Partner;
 - 8) inform Project participants of the origin of the funds allocated for the implementation of the tasks assigned under the Agreement;
 - 9) use information material and document templates provided by the Lead Partner;
 - 10) label the promotional, educational, information and training materials related to the implementation of the tasks entrusted under the Partnership Agreement in accordance with the rules specified in the Project Grant Agreement;
 - 11) provide the Lead Partner with financial and reporting information in a timely manner and in a form that allows for the timely preparation of the payment claims required by the Project Grant Agreement;
 - 12) authorise the Lead Partner to represent the Partner to the Managing Authority and third parties in activities connected with the implementation of the Project (the Power of Attorney for the Lead Partner to represent the Partner shall be enclosed to the Partnership Agreement).
5. Where the performance of a Partner's tasks is defined in the Partnership Agreement as a number of hours, reference shall be made to a clock hour, i.e., 60 minutes.
 6. The VAT eligibility on expenditure incurred by the Partner shall be determined on a case-by-case basis depending on the Partner's ability to recover it.

IV. BUSINESS MENTORING, TRAINING SESSIONS AND STUDY VISIT OUTSIDE POLAND

1. What is a specific task in the Project for which the Partner shall be responsible is the organisation of mentoring, training sessions and a study visit for each Team in a city outside Poland accepted by the Lead Partner.
2. In order to carry out the mentoring process, the Partner undertakes to:
 - 1) engage suitable persons on the basis of an employment agreement to act as mentors in line with the criteria approved by the Lead Partner;
 - 2) provide each Team with a recommendation of at least 3 mentors candidates, from which one mentor will be selected and assigned to the Team. In exceptional circumstances and in consultation with the Partner, the Team may request a change of the mentor;
 - 3) provide direct mentor work with one Team in each Phase, i.e., in Phase I, in Phase II and in Phase III, in the number of hours specified and agreed with the Lead Partner;
 - 4) provide the opportunity for a in person meeting with the selected mentor, with the meeting (1 day) taking place at the place where the grant is implemented;
 - 5) provide monthly reports on the mentors' collaboration with the Teams from the start of the mentoring tasks within 14 days of the end of each month. The report template will be subject to the Lead Partner's approval.
3. The Partner, in carrying out the training-related tasks, undertakes that they shall comply with the following conditions:
 - 1) the training sessions and workshops for the Team members shall be carried out in the

- form and content approved by the Lead Partner;
- 2) workshops and training sessions during the Bootcamp in Poland shall have the scope and number of Partner's hours for each Bootcamp agreed with the Lead Partner and specified in the Partnership Agreement, with each event lasting a minimum of three full working days;
 - 3) individual training paths for Team members shall be conducted by the Partner remotely and include the number of hours agreed with the Lead Partner and specified in the Partnership Agreement in each Project Phase.
4. The Partner shall be responsible for organising the substantive schedule of the study visit in a city outside Poland accepted by the Lead Partner, which shall require the Partner's involvement to the extent agreed with the Lead Partner and in the number of hours specified in the contract for one study visit. Study visits shall last at least three full working days each time. The Partner shall cooperate with the Lead Partner in selecting the venue, accommodation provider, transport and meals for the Teams for the study visit. The Partner shall not bear the costs of travel, food and accommodation of the study visit participants. During the Project, one study visit to a city outside Poland accepted by the Lead Partner is planned to take place during each Project edition in Phase II.
 5. In order to maintain the highest quality of training sessions and cooperation with mentors, satisfaction surveys shall be collected from Project participants, each time after the training session and at least once a quarter with respect to the cooperation with a mentor. The Lead Partner shall be responsible for preparing, conducting and analysing the surveys. The Partner shall provide the Lead Partner with all necessary information and make all training materials, including video recordings, available to them.
 6. Should the Partner fail to carry out any part of its tasks described in this paragraph which would result in the Lead Partner having to undertake these activities, the Lead Partner may charge the Partner a contractual penalty at the hourly unit cost specified in the Partnership Agreement, multiplied by the number of hours required to carry out the task, plus an additional 20%.

V. SETTLEMENTS, REPORTING AND PAYMENTS TO THE PARTNER

1. Settlement of costs incurred by the Partner in connection with the implementation of tasks in the Project is possible only in line with the principles specified in the Partnership Agreement and for the period indicated in the Project Grant Agreement.
2. The Lead Partner, after concluding the Project Grant Agreement, shall transfer funds to the Partner to cover personnel costs of the Project staff engaged by the Partner to carry out substantive Project tasks on the basis of hourly rates applied to hours actually worked on the Project, together with a 15% flat rate for other Project implementation costs.
3. A 15% flat rate shall be charged on the direct approved costs of the Partner's employed Project staff in respect of indirect Project costs and shall cover all other costs of the Partner's participation in the Project.

4. The hourly unit cost for particular positions of employees involved in the Project by the Partner shall be specified in the Partnership Agreement on the basis of the Auditor's Report confirming the correctness of the calculation of the rates in accordance with Article 55(2)-(5) CPR.
5. Reports prepared by the Partner based on the model provided by the Lead Partner, together with a breakdown of the hourly rates referred to in paragraph 4:
 - 1) shall be forwarded to the Lead Partner in electronic form, via the local IT system or, in the event of a system malfunction, to the Lead Partner's e-mail address indicated in the Partnership Agreement, for accounting periods of no more than 3 months and at least once every 3 calendar months (counting from the date of signing the Partnership Agreement), no later than 14 days after the end of the accounting period;
 - 2) shall require an electronic signature in documentary form of the person authorised to represent the Partner in order to be valid;
 - 3) shall include the name of the person, the rate, a description of the substantive activities performed by the person as part of the Partner's tasks and the number of hours of their work.
6. Within a given report, the unit cost shall be limited to a full hour, i.e., half of the unit cost cannot be billed, for example. Full rates that arise after rounding down to the nearest whole hour shall be settled.
7. The reported number of actual hours worked by an individual must not exceed 1,720 hours in any single year, this being the maximum number of hours a Partner may report in respect of an individual's work in a calendar year.
8. The total professional involvement of the Partner's Project staff in the implementation of all projects financed from EU funds and activities financed from other sources, including the Partner's own funds and those of other entities (regardless of the form of involvement), shall not exceed 276 hours per month;
9. The Lead Partner's reimbursement of the Partner's costs incurred from the date of signing the Partnership Agreement shall be conditional on:
 - 1) the approval by the Lead Partner of the reports submitted by the Partner, including a breakdown of hourly costs;
 - 2) the approval by the Lead Partner of the supporting documents for the report referred to in point 1 which, depending on the accounting period, shall include in particular:
 - a) a summary of the progress of the mentored Teams and of the mentoring,
 - b) a description of the study visit to a city accepted by the Lead Partner (after its completion),
 - c) a summary of the training session delivered, or
 - d) a summary of the substantive work carried out by the Project staff at the Partner;
 - 3) a positive assessment on whether the number of unit rates settled with the given report is reasonable and whether it complies with the current Project budget;
 - 4) the signature by the Partners of an acceptance report confirming the transfer to the Lead Partner of the works created by the Partner in implementing the Project, if such

- works were created in a given reporting period;
- 5) the availability of project funds on the Lead Partner's bank account.
10. The reimbursement shall be paid to the Partner's bank account they indicate in the Partnership Agreement.
11. The Lead Partner shall pay the funds within the framework of reimbursement of the Partner's costs incurred from the date of signing the Partnership Agreement in the form of an advance payment within 14 days of the Lead Partner's approval of the report together with the statement of hourly costs.
12. The next advance payment in respect of a reimbursement may be reduced by the amount of the Partner's costs questioned by the Managing Authority as part of the Managing Authority's settlement of the Foundation's payment claim, which includes the Partner's costs.
13. The final settlement of the Partner's costs shall take place after their approval by the Managing Authority within the framework of the assessment of the Lead Partner's payment claim containing the Partner's costs.
14. The Partner may not claim from the Lead Partner any reimbursement or coverage of the Partner's hourly costs for the activities it carries out if the payment claim containing the settlement of those very costs of the Partner is not accepted by the Managing Authority.
15. If there are any doubts on the part of the Managing Authority regarding the costs to be settled by the Partner, the Partner shall provide, through the Lead Partner, the necessary clarifications to allow the approval of the expenditure within the framework of a given payment claim.
16. The Lead Partner may withhold payments to the Partner if:
- 1) irregularities are found in the implementation of the provisions of the Partnership Agreement or in the performance of tasks by the Partner, especially in the case of failure to complete tasks on time, submission of incomplete reporting information or statements of hourly costs referred to hereinabove, failure by the Partner to provide explanations on their expenditures requested by the Managing Authority, failure to fulfil obligations related to submitting to monitoring, verification and control visits, unwillingness of the Partner to conclude an annex to the Agreement in connection with the necessity to adjust its content to the wording of the provisions of the Project Grant Agreement;
 - 2) the Managing Authority or other review authority question the manner or reasonable nature of the Partner's accounts.

VI. PROJECT CONTROL

1. The Partner shall subject themselves to monitoring visits, visits to verify expenditures, audits and inspections carried out by the controlling of the Lead Partner or the Managing Authority or other entities authorised to carry them out under separate regulations, aimed at assessing whether the Project is implemented correctly, in particular this concerns controls

and audits provided for in the Project Grant Agreement.

2. Monitoring and expenditure verification visits may be carried out at any time during the implementation of the Project and throughout the Project's durability period.
3. Failure to comply with any of the obligations regarding inspections of the Project stipulated in the Partnership Agreement and the Project Grant Agreement shall be treated as obstruction of inspections and may be treated as refusal to be inspected.
4. The Partner shall provide the Lead Partner with documents and clarifications requested by the Managing Authority during the implementation of the Project and throughout the Project's durability period, in particular documents and clarifications required from the Lead Partner as a beneficiary in line with the Project Grant Agreement.

VII. REPAYMENT OF THE FUNDING BY THE PARTNER

1. The Partner may be obliged to return entire or a part of the funding obtained under reimbursement of its cost under the Project, during the implementation of the Project and throughout the Project's durability period.
2. The funding shall be repaid by the Partner if:
 - 1) the Lead Partner finds a breach of the Partnership Agreement which results in undermining the objectives or the efficient implementation of the Project or in a necessity to repay the funding to the Managing Authority;
 - 2) the Managing Authority questions the Partner's expenses in the course of verifying the Lead Partner's payment claim, in a situation that the Foundation does not avail of the possibility of reducing the advance payment made on account of the reimbursement by the amount of the expenses questioned by the Managing Authority
 - 3) the Managing Authority demands repayment of part or the entire received in accordance with the Project Grant Agreement in respect of activities carried out by the Partner.
3. The Lead Partner shall immediately notify the Partner if any of the prerequisites for repayment referred to in paragraph 2 arise. The Lead Partner's letter demanding the repayment should specify:
 - 1) one of the reasons for requesting repayment referred to in paragraph 2;
 - 2) the amount of repayment requested, indicating: the number and amount of hourly rates and the 15% flat rate to be repaid;
 - 3) the timing of reimbursement.
4. The letter demanding the repaying must be in writing or in electronic form, using a qualified electronic signature.
5. The Partner shall repay the amounts specified by the Lead Partner in the letter demanding the repayment by transfer them to the Lead Partner's account within the period specified in the letter.
6. Additionally, if the Managing Authority demands interest on the amount to be repaid, the

Lead Partner is entitled to demand that the Partner pay interest in the amount named by the Managing Authority. The Partner shall be obliged to pay the interest within 14 days from the service of the demand from the Lead Partner.

VIII. INFORMATION OBLIGATIONS

1. Partners shall fulfil their information and promotional obligations as required by the Project Grant Agreement.
2. During Project events, such as e.g. InfoDays, DemoDays, training sessions, visits, public speeches, Partners shall communicate the partnership and the role of each Partner in the implementation of the Project as well as the contribution of the European Union to the financing of the Project.
3. Partners shall label Project documents, including presentations as well as promotional, information, training and educational materials related to the tasks carried out under the Project as follows:
 - 1) display the current logos of both Partners,
 - 2) display the visual elements of: the European Funds, the colours of the Republic of Poland and the European Union.
4. The Partner shall use the logos, visual elements, information materials and document models provided by the Lead Partner, if their form has been specified by the Managing Authority.
5. For the purposes of information and promotion concerning the European Funds for a Modern Economy Programme (FENG), the Partner shall make available to the Lead Partner, at the latter's request, all information and promotional works created during the implementation of the Project in the form of, i.a., photographic materials, audiovisual materials and presentations concerning the Project, and shall grant the Lead Partner, a gratuitous non-exclusive licence which shall include the right to use the materials indefinitely within the European Union, without limitation as to the number of copies and carriers, in the following fields of exploitation:
 - 1) recording, in particular in print, in computer memory and on electronic media, and reproduction, duplication and copying of thus produced copies using any technique;
 - 2) dissemination and publication by any means (including by display, public performance or introduction into computer memory and multimedia networks, including the Internet), in whole or in part, as well as in combination with other works;
 - 3) public distribution of works or copies thereof in any form (e.g., book, pamphlet, CD, online);
 - 4) making available, including to EU institutions, bodies, offices or agencies and their staff and to the public by any means of communication (e.g. Internet);
 - 5) storage and archiving in either paper or electronic form.
6. The licence referred to in paragraph 5 shall include an authorisation for the Lead Partner to grant sublicences to third parties, including the Managing Authority, within the

aforementioned scope provided for in the Project Grant Agreement.

7. In order to comply with the obligation referred to in paragraph 5, the Partner shall obtain from the creators of information and promotional works developed during the implementation of the Project the right to grant licences within the scope specified in paragraphs 5 and 6.
8. The Partner shall obtain consent from the members of the Project staff engaged by the Partner, carrying out tasks in the Project, to disseminate their image, personal data (forename and surname), voice, title, information about their place of work, and information about their scientific activities by the Lead Partner for information and promotional purposes in the PRIME Project and shall communicate this consent immediately to the Lead Partner.

IX. CONFLICT OF INTEREST AND CONFIDENTIALITY

1. During the implementation of the Project, Partners shall not carry out competitive activities consisting in taking part, either independently or jointly with another entity, in projects analogous to the Project being the subject of the Partnership or in projects addressing the same target group, without the consent of the other Partner.
2. The Partners shall keep confidential any information obtained from each other that could violate business secrets or otherwise harm the Partners' interests.
3. Partners shall keep confidential information they obtain from Project participants in the course of their duties as a Partner in the Project, except to the extent necessary to maintain diligent Project reporting.
4. Neither Partners nor any of the individuals engaged by Partners in the Project shall be direct shareholders in, or be engaged for a fee in, the company formed as part of the Project up to 12 months after the end of settling compensation for work supporting the Team involved in the formation of the company in question.
5. In order to comply with the obligation stipulated in paragraph 4, the Partner shall ensure that agreements concluded with persons engaged by it to carry out tasks within the Project contain adequate provisions on conflicts of interest. If, in agreements with persons engaged by the Partner in the implementation of Project tasks, there are no such provisions as referred to in the previous sentence, the Lead Partner may not agree to settle, in the payment claim submitted to the Managing Authority, the hourly costs related to the engagement of these persons in Project tasks.

X. COPYRIGHT

1. All intellectual property rights that each Partner has acquired or created prior to the commencement of the Project (hereinafter: "Background IP") shall remain the property of the Partner to whom these rights belong. The Partner shall, within seven days of signing the Partnership Agreement, provide the Lead Partner with a list, signed by the Partner, of the

Background IP it has identified as necessary for the tasks it is performing.

2. If the implementation of this Partnership Agreement results in the creation of one or more works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Polish Journal of Laws of 2018, item 1191, as amended), in order to secure the Lead Partner's ability to run the Project, the Partner, on the basis of this Partnership Agreement, shall transfer, free of charge, to the Lead Partner the entirety of economic rights, without limitation in time and in territory, to all works created, also in the event that the Partner creates them with the assistance of third parties or entrusts their creation to a third party. The transfer of the economic rights to the works created during the term of the Partnership Agreement under the terms of the preceding sentence (hereinafter referred to as "Works") will concern the following fields of exploitation:
 - 1) permanent or temporary reproduction of the Work in whole or in part by any means and in any form, including Xerography, digital reproduction, printing or introduction into computer memory, as well as permanent or temporary fixation or reproduction of such records, including the making of copies and the free use and disposal of such copies;
 - 2) within the scope of trading in the original Work or copies on which the Work has been fixed, marketing, lending or leasing of the original or copies;
 - 3) distribution of the Work or copies thereof, including its public exhibition, display, playback, broadcasting and re-broadcasting, and making available to the public in such a way that anyone may access at any time and in any place;
 - 4) dissemination on the Internet and in closed networks;
 - 5) use of the Work or a copy thereof in full;
 - 6) fixation by means of photocopying, Xerox copying, digital recording or any other technique;
 - 7) digitisation rights;
 - 8) authorisation to create new versions, elaborations, alterations, adaptations of the work (translation, adaptation, rearrangement or any other changes) and the use and disposal of such elaborations in all fields of exploitation indicated above.
3. The Partner declares that:
 - 1) its moral and economic rights to the Works and their elements are not limited or encumbered in any way by third-party rights and that the Works do not infringe third-party rights;
 - 2) it shall not grant any person a licence to use the Works;
 - 3) it shall have the exclusive right to authorise the use and disposal of the elaboration comprising the Works;
 - 4) the disposition of the Work shall not infringe any industrial and intellectual property rights, in particular patent rights, copyright and trademark rights.
4. The Partner declares that the Works created by it within the framework of the Partnership Agreement shall be works which are:
 - 1) of an individual nature;

- 2) free of physical and legal defects;
- 3) not infringing third-party rights.
5. If the Partner creates Works with the assistance of a third party, it shall acquire the copyright to these works from the creator, so that the obligation under paragraph 2 can be fulfilled.
6. In the event third-party claims against the Lead Partner due to the use of the Works, the Partner shall indemnify the Lead Partner to the fullest extent possible.
7. The Lead Partner acquires economic rights to the Work as of the date of transfer of the Work to the Foundation by the Partner, which will be documented by an acceptance protocol signed by the Partners..
8. The Lead Partner declares that the intellectual property rights acquired by it free of charge from the Partner and which are created within the framework of the Project shall be used by the Lead Partner exclusively for the implementation of the Project and throughout the Project's durability period.
9. The Partner shall authorise the Lead Partner to make elaborations of the Works, in particular translations, alterations, adaptations, and to use and dispose of the elaborations in connection with the implementation of the Project. In addition, the Partner shall authorise the Lead Partner to authorise third parties to use the elaborations of the Works, as well as to transfer this right to third parties if necessary for the implementation of the Project. Changes to the Works may be made without the prior consent of the Partner and other authors, which the Partner accepts.
10. The Lead Partner may exercise all derivative rights in relation to the Work in all fields of exploitation indicated in paragraph 2 and grant permission to exercise derivative rights to other entities, as well as transfer this entitlement to other entities and to further transfer these entitlements without any restrictions, if necessary for the implementation of the Project.
11. The Lead Partner shall grant to the Partner, for the duration of the Project and throughout its durability period, a non-exclusive licence to use the economic rights to the Works previously transferred by the Partner to the Lead Partner so as to enable the Lead Partner to properly implement the Project.
12. The licence shall not be sub-licensed or transferred to third parties.
13. The licence shall include the right to use economic rights within the scope of the fields of exploitation indicated in paragraph 2.
14. The granting of a licence to the Partner in the fields of exploitation indicated in paragraph 2 shall be free of charge.
15. The licence shall also include the right to use the Works in whole or in selected parts and derivative rights, including in particular the right to make changes to the Works.
16. The licence entitles the Partner to use the Works without territorial restrictions.
17. The dispositive effect of granting the licence shall take effect upon the transfer of the copyright to the works to the Lead Partner, i.e., upon the transfer of the individual Works to the Lead Partner.

XI. LIABILITY OF THE PARTNERS

1. Partners shall be exclusively liable for all actions related to the performance of the tasks entrusted to them towards third parties, including but not limited to liability for losses suffered by such third parties in relation to the fulfilment thereof or in relation to the Parties' rescinding the Agreement
2. The Lead Partner may claim compensation from the Partner for damage suffered by the Lead Partner and resulting from the Partner's or its staff's actions or omissions related to the implementation of the Agreement up to the amount specified in the Partnership Agreement, in particular for damage related to the termination of the Project Grant Agreement due to the Partner's failure to carry out its tasks.
3. In the event that damage is suffered by a third party as a result of the actions, negligence or omissions of the Partner or its staff, the Partner shall compensate for the damage in the form or amount determined through an out-of-court settlement or as ordered by a court.

XII. TERMINATION OF THE PARTNERSHIP AGREEMENT

1. The Partnership Agreement may be terminated before its term:
 - 1) on the basis of an agreement between the Partners in the event of circumstances which make it impossible to continue performing the obligations under the Partnership Agreement;
 - 2) without cause with six months' notice by each Partner.
2. The Partner shall inform the Lead Partner in writing of its intention to give the notice referred to in paragraph 1(2) at least six months in advance of the date of the termination, which will allow the Lead Partner to take measures to ensure the proper implementation of the Project, including the continuation of the tasks entrusted to the Partner and to obtain the approval of the Managing Authority.
3. In the event that the Project Grant Agreement is terminated by notice or otherwise, the Partnership Agreement shall be terminated after the Partners have fulfilled their obligations with respect to the settlement of the Project settlement, repayment of the funding, reporting, submission to inspections, and maintenance of the Project's durability period.
4. The Lead Partner may terminate the Partnership Agreement with immediate effect in the event of:
 - 1) the obligations resulting from the Partnership Agreement or the Project Grant Agreement being breached by the Partner, in particular due to the disbursement of funds by the Partner that is irregular or in breach of the Partnership Agreement or the Project Grant Agreement, the failure to perform or inadequate performance of the tasks assigned to the Partner in the Project, the failure to provide the Lead Partner with information necessary for the correct financial and substantive settlement of the Project, the Partner's failure to submit to inspections and monitoring visits, the breach

of provisions on conflicts of interest and confidentiality, or the lack of will on the part of the Partner to conclude an annex to the Partnership Agreement due to the necessity to adjust its contents to the wording of the Project Grant Agreement;

- 2) the Partner making or using false declarations or false documents to obtain funding;
5. Termination shall be in writing or in electronic form, using a qualified electronic signature of a person authorised to represent the Partner concerned.
6. In the event that the Agreement is terminated for the reasons specified in paragraphs 3-4 and in the event that the Partner terminates or withdraws from the Partnership Agreement within the timeframe which makes it impossible for the Lead Partner to implement the Project and the obligations resulting from the Project Grant Agreement, the Lead Partner may claim from the Partner compensation for the damage suffered up to the amount specified in the Partnership Agreement.
7. In the event that the Partnership Agreement is terminated under paragraphs 1-4, the Partner shall not be entitled to any claims towards the Lead Partner for the payment of the reimbursement amount not used up to the moment the Partnership Agreement is terminated, except for those amounts which result from the payment claims submitted by the Lead Partner and approved by the Managing Authority and which include an indication of the Partner's hourly costs for the tasks correctly performed by the Partner in the Project.
8. In the event that the Partner is charged with contractual penalties under the Partnership Agreement, the Parties shall allow the deduction of the contractual penalties payable to the Lead Partner from the reimbursement payable to the Partner.

XIII. GENERAL PROVISIONS

1. The Partnership Agreement is governed by Polish law and all its provisions shall be interpreted in accordance with it.
2. The rights and obligations of the Partners under the Partnership Agreement may not be transferred to third parties without the consent of the parties to the Partnership Agreement.
3. In the event of discrepancies between the provisions of the Partnership Agreement and the provisions of the Project Grant Agreement, the provisions of the Project Grant Agreement shall prevail. The Partners shall amend the Partnership Agreement if its provisions would be contrary to the Project Grant Agreement or any subsequent amendment thereof. Failure by either Party to accept the provisions of the Project Grant Agreement shall be tantamount to the termination of the Partnership Agreement, with that Party at fault, with immediate effect. In the event that the Partnership Agreement is terminated in accordance with the procedure specified in the preceding sentence at the Partner's fault, the Lead Partner may claim compensation from the Partner in accordance with the principles set out in Chapter XII.
4. All amendments, changes and additions in and to the provisions of the Partnership Agreement shall be made in writing or electronically using a qualified electronic signature of a person authorised to represent the Partner concerned and shall be signed by all Partners in

order to be valid.

5. A change in the contents of the Grant Application and the Project Grant Agreement shall require the approval of the Managing Authority and shall not entail the need to annex the Partnership Agreement, unless the provisions of the Partnership Agreement are in contradiction with the provisions of the Project Grant Agreement. In the event that the Grant Application or the Project Grant Agreement is amended, the Lead Partner shall provide the Partner with the updated contents of these documents in electronic form, and these documents shall be binding for the Partner in their updated form from the date of their provision.
6. If the Project Grant Agreement is terminated by the Managing Authority, the Partnership Agreement shall be terminated after the Partners have fulfilled their obligations with respect to the settlement of the Project settlement, reimbursement of the grant, reporting, submission to inspections, and maintenance of the Project's durability period.
7. In matters not regulated by the Partnership Agreement, the relevant provisions of national and EU law, current guidelines and programme documents as well as the provisions of the Project Grant Agreement shall apply.
8. In the event of any dispute, controversy or claim arising out of or relating to the Partnership Agreement or its breach, termination or validity (a "Dispute"), the Partners shall first attempt to resolve it through amicable negotiations.
9. If the Dispute cannot be resolved through negotiations within thirty (30) days, the Partners agree to attempt in good faith to resolve the Dispute through mediation with a mutually agreed mediator, prior to the commencement of legal proceedings.
10. If the Dispute cannot be resolved through mediation as set out in paragraph 9 within thirty (30) days, the Partners agree that the Dispute shall be submitted to the common court of competent jurisdiction for the registered office of the Lead Partner.
11. The Partners agree that all negotiations, mediation and other proceedings relating to any Dispute, including the existence of a Dispute, shall be confidential and that neither Partner shall disclose the existence, content or outcome of any negotiation, mediation or arbitration unless required to do so by law, the Project Grant Agreement, the Managing Authority, or unless it is done in connection with a Party's assertion of a claim or defence in legal proceedings.