**NAWA Urgency Grants**

**PROGRAMME REGULATIONS**

Warsaw, September 9, 2020

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## **GENERAL INFORMATION ABOUT THE PROGRAMME**

## Programme objectives

The aim of the Programme is to support international cooperation of research teams or international mobility of scientists, undertaken in response to sudden, important, unforeseen social, civilization and natural phenomena with globally or regionally significant consequences. The implementation of projects under the Programme shall enable scientists to collect data, acquire new knowledge, and investigate the effects and significance of an extreme phenomenon or event as soon as possible after its occurrence.

Applications submitted under the Programme have to cover research activities, the implementation of which, due to the need for rapid response, is not possible by applying for other existing funding mechanisms. Receiving a grant shall be possible only when applying for standard sources of funding could lead to the loss of a unique opportunity to solve an important problem.

Participation in the Programme shall enable scientists to undertake interventional research in international cooperation and to develop solutions essential for responding to groundbreaking events.

Under the Programme pojects lasting **from 3 to 12 months** shall be financed. Financing a Project from the funds of the Polish National Agency for Academic Exchange may not exceed **PLN 500,000.**

## Basic terms and abbreviations

1. **Agency -** the Polish National Agency for Academic Exchange;
2. **Beneficiary** - entity specified in section 2.1. item 1, which received funding under the NAWA Urgency Grants Programme and concluded the project implementation agreement with NAWA;
3. **External expert -** person conducting, at the request of NAWA substantive assessments of applications submitted under the call for proposals for participation in the Programme;
4. **Project group -** group implementing a Project under the NAWA Urgency Grants Programme;
5. **Foreign partner** - entity which has signed a letter of intent with the Applicant and plans to jointly implement the Project in the event of receiving funds from NAWA;
6. **Programme** – the NAWA Urgency Grants Programme;
7. **Project -** activities planned to be implemented under the Programme, described in the Application for participation in the Programme;
8. **Regulations -** Regulations of the NAWA Urgency Grants Programme;
9. **Agency's ICT system -** system in which selection and assessment of applications submitted by the Applicants is carried out and through which submission and assessment of Beneficiaries’ reports is conducted;
10. **Agreement -** agreement on transferring funds concluded between the Applicant and NAWA after obtaining a positive assessment of the Application and the NAWA Director's decision on the implementation and financing of the Project;
11. **Application -** form completed by the Applicant submitted in the call for proposals procedure under the Programme via the Agency’s ICT system and containing information about the Project prepared by the Applicant;
12. **Applicant -** entity specified in section 2.1. item 1, which has submitted or is planning to submit Application for participation in the Programme;
13. **Assessment team -** team consisting of external Experts appointed by the NAWA Director in order to conduct substantive assessment of applications within the scope indicated in the Regulations;
14. **HES** – the Act of 20 July 2018 - Higher Education and Science Law (i.e., Journal of Laws of 2020, item 85, as amended).

# PROGRAMME TERMS

## Eligible applicants

Funding under the Programme may be applied for by entities conducting research and development works referred to in art. 7 item 1 of HES; whereby other entities conducting mainly independent and continuous scientific activity, referred to in art. 7 item 1 of HES may also apply for funding, provided that they have an academic category.

## Project requirements, eligible activities and obligations of the Applicant

1. The Project covers international cooperation of research teams or mobility of scientists, while the implemented activities should be material for the development of science and favour the internationalization of the scientific activity of the Applicant.
2. The Project has to concern current phenomena and processes which are of unique, unpredictable, atypical and important character on a global scale or for a given region.
3. The Project has to contain an element of novelty and a clearly defined research problem.
4. The rationale of the Project has to clearly indicate that failure to address it will result in the loss of an opportunity to solve the problem at the most appropriate time and that it is not possible to finance it by applying for other existing funding mechanisms.
5. The key element of the Project shall be the international cooperation of the Project Group or the international mobility of scientists. The application may include only activities in the form of an international mobility.
6. The Foreign partner may be an academic or scientific centre located outside the territory of the Republic of Poland the Applicant plans to implement the Project with. For Projects including international cooperation of the Project Group, the Applicant shall submit a letter(s) of intent from the Foreign partner(s). For Projects including solely mobility of scientists, the letter of Intent from the Foreign Partner shall not be mandatory.
7. The Project Group shall consist of:
   1. persons employed by the Applicant on the basis of employment contract or civil law contract,
   2. the head of the Project group with minimum doctoral degree.
8. The Applicant undertakes to publish scientific articles in the Open Access model without embargo period (CC BY or CC BY SA license shall be preferred) or to make research data available in an open repository, if possible, in accordance with the terms of the Creative Commons Public Domain license.

## Project implementation period

1. The project may be implemented for a period **between 3 and 12 months**. The Applicant shall determine the start and end dates of the Project implementation.
2. In justified cases, the Project may be extended for a maximum period of 6 months (without increasing the financing), after presenting the substantiation and the to date project implementation results.

## Time and form of submitting applications

* 1. The call for Proposals under the Programme shall be carried out **on a continuous basis** **until 31 December 2020 (15:00 Poland, Warsaw time zone) or until the allocation referred to in the announcement of the call for proposals is exhausted**, solely in electronic form in the Agency's ICT system.
  2. Submission of the Application shall be possible after registration in the Agency's ICT system available on the website https://programs.nawa.gov.pl.
  3. The Application with annexes shall be drawn up in English. The exception shall be the Applicant’s power of attorney, constituting annex to the Application, the Applicant's registration documents as well as declarations, which may be drawn up in Polish.
  4. **One Applicant may submit no more than three applications for three different projects under a call for proposals.**
  5. Sending a completed Application together with all the required annexes in the Agency's ICT system shall be confirmed by an e-mail confirming the submission. It shall be the Applicant's responsibility to check whether the process of sending the Application has been completed correctly.
  6. Submitting the Application shall mean accepting the Regulations.

## Required annexes to the Application

The following documents (scans) have to be attached to the Application in the form of a PDF file:

* + 1. the Applicant's registration document, unless it is available in relevant public register kept in electronic form or another document confirming the authorization of the person representing the Applicant to act on the Applicant’s behalf;
    2. the power of attorney to submit the Application on behalf of the Applicant in the event that the Application is filed by a person other than that specified in the registration documents – model power of attorney is attached as Annex 2 to the Regulations. The person submitting the Application shall be deemed as the person to whom the account in the Agency's ICT system is assigned, from which the Application is submitted.
    3. letter(s) of intent from Foreign partners in English (model letter of intent is attached as Annex 3 to the Regulations), if applicable.
    4. statement on the absence of public aid (model statement on the absence of public aid is attached as Annex 4 to the Regulations).

NOTICE:

Annexes shall be uploaded in the system as PDF files not larger than 2 MB.

# PROCEDURE OF ASSESSMENT AND SELECTION OF APPLICATIONS

Applications shall be subject to formal and substantive assessment. Only applications that meet the formal criteria shall be submitted for substantive assessment.

# Formal assessment

* + - 1. Formal assessment of applications shall be performed by the Agency.
      2. The formal assessment shall include verification of the Application in terms of meeting the formal criteria specified in the Regulations, assessment of the budget in terms of compliance with the Regulations and checking the completeness of the Application.
      3. In the event of submitting an incomplete Application, NAWA shall request the Applicant to complete the deficiencies within 14 days from the date of receipt of the request, with the instruction that failure to complete it shall result in the Application being left without consideration. NAWA may also request the Applicant to provide additional documents or explanations. Information about the need to complete the Application or provide additional explanations shall be sent electronically as a notification from the Agency's ICT system to the Applicant's e-mail address provided in the Agency's ICT system. It is possible to correct the Application once within a given scope.
      4. Applications submitted after the deadline specified in the announcement of the call for proposals or failing to meet the formal requirements specified in the Regulations shall not be considered.
      5. The form of communication with the Applicant shall be the Agency's ICT system, and the Applicant is obliged to regularly check the correspondence.
      6. The Application may be rejected for formal reasons at a later stage of the assessment, after the formal assessment is completed.

# Substantive assessment

* + 1. Substantive assessment shall be carried out by the Assessment team consisting of experts representing specific fields of science.
    2. Substantive assessment shall have one-stage. The following criteria shall be taken into account when assessing Applications:

|  |  |  |
| --- | --- | --- |
|  | **Criterion** | **Assessment by the Assessment team** |
| 1 | Compliance of the Project assumptions with the Programme objectives, in particular, whether the Project concerns a sudden, important or unforeseen social, civilizational or natural phenomenon with globally or regionally significant consequences?  *Receiving grant shall be possible only when applying for standard sources of financing could lead to the loss of a unique opportunity to solve an important problem.* | YES/NO |
| 2. | Analysis of social, civilizational or environmental needs/problems/challenges which the Project intends to address | 25 |
| 3. | The scope and method of implementation of the planned research activities, taking into account the potential of the Project Group and the potential of the Foreign partner(s) (if applicable)  *The assessment shall cover, among others, scientific value, significance and innovation of the planned activities, their adequacy for the Project implementation period, Project’s feasibility, potential of the Project Group and of the Foreign partner(s).* | 30 |
| 4. | Relevance of the Project for responding to a ground-breaking occurrence and solving issues arising from it | 25 |
| 5. | Assessment of the Project budget in terms of its compliance with the catalogue of eligible costs and adequacy of the indicated cost items to the planned activities | 20 |
| **Maximal score:** | | **100** |

* + 1. The Assessment team shall assess applications according to the above-mentioned substantive assessment criteria. Projects which shall receive the YES grade in criterion no. 1 shall be assessed in terms of criteria no. 2-5, with the indication of the awarded score and its substantiation. Application may receive a maximum of 100 points.
    2. Granting the NO grade in criterion 1 means that the Application has not been recommended for financing. In such a case, the Assessment Team shall not assess the remaining criteria and the Application shall receive 0 (zero) points.
    3. During the assessment, the Assessment Team may use an auxiliary opinion of the External expert not belonging to the Assessment Team.
    4. In justified cases, the Assessment Team may recommend reducing the requested amount of financing, indicating the necessary scope of modification of the cost estimate.
    5. Shall it be found out that the Applicant has violated ethical principles or a dishonesty has occurred in the preparation of the Application, at each stage of the assessment, the Assessment Team may give the Application a 0 (zero) score), substantiating such decision in the dedicated field of the application assessment sheet.
    6. Data of External experts who perform substantive assessment shall not be made available. NAWA shall publish annually the alphabetical list of External experts participating in the assessment of Applications in a given calendar year, jointly for all Programmes.

# Assessment results

1. The minimum point threshold for Applications recommended for funding shall be **80 points**.
2. Based on the assessment by the Team, the NAWA Director shall make the final decision on granting or refusing to grant funds for the submitted Applications. The NAWA Director may decide to refuse granting funds for Applications recommended for financing. The reasons for such refusal shall be in particular:
3. organizational and legal changes of the Applicant that threaten the proper implementation of the Project;
4. the Applicant is default in obligations towards NAWA;
5. the Agency has obtained information that has an impact on the process of granting funds for the implementation of the Project;
6. lack of financial resources;
7. other justified circumstances.
8. The decision to grant or refuse to grant financing under the Programme shall be sent to the Applicant in the Agency's ICT system within 31 days from the completion of its formal assessment. In justified cases, in particular when the auxiliary opinion of an External expert not belonging to the Assessment Team is necessary, this time limit may be increased to 60 days.

# Publishing information on the results of the call for proposals

The list of entities which have received funding, including their names, shall be published (updated) on the Agency's website in the Public Information Bulletin (BIP).

# Appeal procedure

In the event of formal violations in the process of awarding the funds, the Applicant may request the NAWA Director to reconsider the case. Submission of the request for reconsideration of the case for another reason may result in issuing the ruling stating that the request for reconsideration of the case is inadmissible.

The request for reconsideration of the case shall be submitted in writing within 14 days from the date of receipt of the decision to the NAWA Director, to the following address:

**Narodowa Agencja Wymiany Akademickiej**

**ul. Polna 40**

**00-635 Warszawa**

or electronically to NAWA’s incoming e-mail address in the form of an electronic document bearing a qualified electronic signature (trusted signature, personal signature, or signature authenticated in a way that ensures the possibility of confirming the origin and integrity of verified data in electronic form).

Persons who have at any stage performed activities related to given Application, including those involved in its assessment, may not participate in considering the request for reconsideration of the case. NAWA Director may employ external experts to decide on such requests.

The Applicant may submit the complaint against the ruling stating the inadmissibility of submitting the request for reconsideration of the case, or against the decision of the NAWAW Director to the Provincial Administrative Court in Warsaw to the following address:

Wojewódzki Sąd Administracyjny w Warszawie

ul. Jasna 2/4

00-013 Warszawa.

The complaint shall be lodged through the Director of the Polish National Agency for Academic Exchange within 30 days from the date of delivery of the abovementioned decision or ruling.

# AGREEMENT WITH THE APPLICANT

1. The Agreement with the Applicant shall be concluded on the basis of the final decision of the NAWA Director granting funds under the Programme.
2. In the decision granting the funds, the NAWA Director shall specify the activities and the deadline by which the Beneficiary should perform them under the pain of annulment of the decision and resignation by NAWA from conclusion of the Agreement.
3. The Agreement, model of which constitutes Annex 1 to the Regulations, shall be bilateral and shall be signed between NAWA and the Beneficiary.

# FINANCING RULES

# Period of eligibility of costs and expenses

1. The period of costs and expenses eligibility shall be:
2. the initial costs and expenses eligibility date - the date of starting the Project implementation. In the event of failure to sign the Agreement with the Beneficiary for reasons attributable to the Beneficiary, the reimbursement of costs incurred before the signing of the Agreement shall not be possible;
3. the final costs eligibility date - the end date of the Project implementation;
4. the final cost eligibility date - it is possible to incur expenses until the date of submission of the final report, i.e. up to 30 days after the end of the Project implementation, provided that they are linked to the costs of the Project implementation period (e.g. payment of remuneration for the last month of the Project implementation, payment of social security contributions, income tax advances, etc.).

# Project budget and eligible costs

1. The amount of co-financing allocated to the Project by the Agency may not exceed PLN 500,000 (five hundred thousand).
2. The total costs of the Project constitute solely the direct eligible costs indicated by the Applicant in the detailed budget proposal. The expenses incurred have to be directly related to the implementation of the Project. As the costs directly related to the implementation of the Project shall be considered those related to substantive tasks (i.e. eligible costs of individual tasks carried out by the Beneficiary within the Project, which are directly related to these tasks), which are necessary for the implementation of the Project objectives and will be incurred in connection with the Project implementation. Under the Project the so-called indirect costs, i.e. administrative costs not directly related to the main subject matter of the Agreement (e.g. costs of the coordinator, project management, evaluation, etc.) shall not be financed.
3. It is unacceptable to finance the same expenses from two different sources (double financing). If cases of double financing are detected (at any stage of the Project implementation), the Agency shall consider these expenses as ineligible.
4. The Beneficiary shall be obliged to keep separate financial and accounting records of the funds received for the implementation of the Project, in accordance with the Accounting Act, in a way that allows for the identification of individual accounting operations.

# Eligible costs

1. Costs of remuneration of persons directly involved in the implementation of activities within the Project:
2. costs of employment contracts, task bonuses or other remuneration components;
3. costs of civil law contracts.

The amounts of remuneration within the project shall include the employer's costs. These amounts shall include non-wage labour costs such as social and health insurance contributions, and other remuneration elements financed by the employing entity, including all remuneration elements set forth in the remuneration regulations or other internal regulations of the Beneficiary.

1. Travel costs and costs of living - incurred in connection with the Project implementation:
2. travel costs, visa fees and costs related to the legalization of stay according to the flat-rate amount depending on the distance, in accordance with Table 1 in Chapter 14 - flat-rate amounts applicable to the Programme;
3. costs of living according to the flat-rate amount (including the days of travel) in accordance with Table 2 in Chapter 14 - flat-rate amounts applicable to the Programme.
4. Costs of obtaining expert opinions, studies, commissioning tasks of a research, analytical and statistical character (e.g. in the field of bio banking, computer simulations, modelling, laboratory analyzes, obtaining data and materials, aerial and satellite photos), etc.
5. Costs of purchasing other goods and services necessary for the implementation of the Project:
6. costs related to making publications or research data available in open access;
7. costs related to establishing effective remote communication;
8. costs of access to specialized equipment;
9. costs related to safety during the travel (e.g. insurance, preventive vaccinations).
10. Costs shall be eligible only if they meet all of the following conditions:
11. shall be compliant with the provisions of national law, including the principle of competitiveness of expenses or public procurement law (if applicable);
12. shall be actually incurred during the Project implementation period specified in the Agreement for the implementation and financing of the Project;
13. shall be supported by accounting documents and indicated in the financial and accounting documentation of the Beneficiary;
14. shall be indicated in the financial part of the final report on the implementation of the Project;
15. shall be taken into account at the budget planning stage of the Project;
16. shall be necessary for the implementation of the Project and shall be incurred in order to implement the Project;
17. shall be rationally calculated based on market prices and shall comply with the requirements of applicable tax and social legislation;
18. shall be proportionate to the planned activities and necessary for the implementation of the Project;
19. shall be used only for the implementation of the Project's objective(s) and its expected result(s) in a manner consistent with the principles of economy, efficiency and effectiveness;
20. shall include VAT solely in the cases where it is not refundable or deductible under national VAT legislation.

# Ineligible costs

1. The ineligible costs under the Programme shall include:
2. costs incurred outside the Project implementation period;
3. costs not included at the Project budget planning stage;
4. losses resulting from exchange rate differences, commissions related to currency exchange, overdraft interest on financial transactions;
5. loan and loan servicing costs;
6. goods and services tax (VAT) and other taxes and fees which are refundable under the provisions of national law;
7. costs financed from two different sources (double financing);
8. undocumented costs;
9. fines, tickets, financial penalties, costs of court proceedings, accrued interest;
10. costs of employing Beneficiary’s employees on the basis of contracts of mandate;
11. cost of purchase of fixed assets and intangible assets having the value that prevents their one-off inclusion in costs
12. administrative costs related to the operation and management of the Project (including costs of the coordinator, remuneration of recruiting persons performing solely administrative tasks);
13. management costs (costs of remuneration of persons authorized to represent the entity, whose scopes of activities are not exclusively assigned to the project, e.g. head of the entity);
14. costs of servicing personnel (human resources, financial and administrative services, secretaries, office, legal services - including conducting public procurement proceedings) fulfilling the needs of the unit;
15. costs of accounting services (costs of remuneration of persons entering into books expenses in the project, including costs of subcontracting project accounting services to an accounting office);
16. costs of maintaining office space (rent, administrative fees) related to the administrative service of the project;
17. expenses related to the opening or keeping a sub-account on a bank account or a separate bank account for the project;
18. costs of postal, telephone, internet and courier services related to the administrative service of the project;
19. costs of documents duplication services related to the administrative service of the project;
20. costs of office supplies and stationery related to the administrative service;
21. other costs inconsistent with the catalogue of eligible costs provided in item 5.3;
22. costs reduced in the Project budget during the substantive assessment and indicated in the decision on granting funds issued by the NAWA Director;
23. Positive exchange rate differences shall not be treated as the Project’s income, however, as eligible may be qualified expenditure in the amount not higher than actually incurred and reflected in the Beneficiary's accounting books, in accordance with the national accounting regulations.
24. In the case of inclusion in the budget of a request for financing of the above mentioned costs falling under the category of indirect costs, such budget items shall be considered ineligible and shall not be recognized at the stage of substantive assessment, as well as at the stage of Project implementation.
25. Expenses deemed ineligible by NAWA and related to the implementation of the Project, shall be incurred by the Beneficiary.
26. Funding granted from NAWA resources shall not be used to generate profit. Projects shall not be of a commercial character.

# Payment rules

1. Payments under the Project shall be made by the Agency as follows:
2. **Advance payment** - 80% of the total amount of financing, transferred to the Beneficiary's bank account indicated in the Agreement within 30 days from the date of conclusion of the Agreement for the implementation and financing of the Project;
3. **Balancing payment** - up to 20% of the total amount of financing, transferred to the Beneficiary within 30 days after the approval of the final report; in particularly justified cases, at the request of the Beneficiary, it is allowed to submit the final report earlier, provided that the Project is implemented earlier.
4. The Agency reserves the right to change the date of advance payments. This change shall depend on the availability of funds allocated for financing of the Programme.
5. Funds shall be disbursed subject to their availability for the specified purpose on the Agency's bank account.
6. The Applicant shall be obliged to open a separate bank account dedicated to all Projects financed by the Agency.
7. The unused part of funds shall be returned at the request of the Agency after the completion of the Project’s implementation.
8. If the Agency receives information regarding gross irregularities in the course of the Project implementation, its financing may be suspended until the matter is resolved.
9. Interest accrued on the bank account shall be fully refunded to the Agency, no later than by December 15 of each year, as of November 30 of such year, to the bank account indicated by the Agency, unless separate regulations provide otherwise. In the event of ending the use of the bank account for the purpose of implementation of the projects financed by the Agency, the reimbursement shall take place after the end of the last of the implemented projects. As the date of the reimbursement shall be considered the moment when the funds are credited to Agency's bank account.

# Documenting expenses and financial and accounting records

1. The Beneficiary shall be obliged to keep separate financial and accounting records of funds received for the implementation of the Project, in accordance with the Accounting Act of 29 September 29 1994 (i.e. Journal of Laws of 2019, item 351, as amended) , in a way that allows identification of individual accounting operations.
2. All expenses incurred under the Project have to be documented in accordance with the accounting regulations. Accounting documents confirming the expenditure have to be described at least with the number of the Agreement with the Agency, the amount of eligible expenditure incurred based on the document, the number of the item from the Project budget and the date of payment.
3. For the flat-rate travel and visa costs as well as the costs of living, the documentation of expenses, apart from the evidence indicated above, should contain at least:
4. cost calculation confirming the correctness of their measurement;
5. synthetic travel report, including the description of activities carried out and the results achieved.
6. As the actually incurred expenditure shall be considered the expenditure incurred in cash, i.e. the outflow of cash from the cash desk or bank account of the Beneficiary.

The date of incurring the expenditure shall be:

1. for payments made by bank transfer: the date on which the account is debited;
2. for payments made in cash: the date when the expenditure was actually incurred;
3. for payments made by credit card: the date of the transaction resulting in debiting the credit card account.
4. In the case of documents prepared in a foreign language other than English, a free translation of the document into Polish has to be attached with the signature of the person making the translation.
5. Due to the fact that the costs of travel, visa fees and fees related to the legalization of stay as well as the costs of living are set as flat rates, the Beneficiary shall not require the participants to collect accounting evidence confirming incurred expenses.
6. The Beneficiary (if requested to do so in the course of the controls or audits referred to in chapter 7 Project Control) has to present relevant supporting documents which contain information on the declared costs, e.g. payroll, declarations, contracts and full records in the accounting books .
7. Moreover, the usual accounting practice and internal control procedures applied by the Beneficiary has to ensure the possibility of direct reconciliation of the declared amounts with the amounts in the Beneficiary's accounting statements and with the amounts indicated in the supporting documents.
8. Project documents and accounting evidence related to the Project implementation have to be kept at the Beneficiary's office for the period of 5 years from the date of the end of Project implementation. Any evidence confirming the costs incurred under the Project implemented by the Beneficiary has to be made available to the Agency or institutions acting on its behalf for the purposes of controls or audits.

# Public aid

The Polish National Agency for Academic Exchange does not grant public aid and de minimis aid. The Applicant is obliged to submit the statement on the absence of public aid, the model of which is attached as Annex 4 to the Regulations.

# Goods and services tax (VAT)

1. Expenses under the Project may include the cost of goods and services tax (VAT). These expenses shall be considered eligible only if the Applicant has no legal possibility to recover them.
2. VAT paid shall be considered as eligible expenditure only if the Applicant, in accordance with the applicable law, is not entitled to apply for a VAT refund or to reduce the amount of the output tax due by the amount of the input tax. If the Applicant has the above-mentioned right, it shall not be possible to recognize the expenditure as eligible.

# PROJECT SETTLEMENT

1. The Beneficiary shall submit the final report. The model final report is attached to the Agreement.
2. The final report shall be submitted during the term of the Agreement, i.e. within 30 days from the completion of the Project implementation specified in the Agreement.
3. The report shall be assessed within 2 months from the submission of a correct report by the Assessment Team appointed by the NAWA Director in terms of compliance of the Project's implementation with the Agreement and the Application, with particular emphasis on the achieved results.
4. The Beneficiary shall be obliged to send to the Agency the list of publications resulting from the implemented Project within 12 months from the date of completion of the Project implementation.
5. If the required report is not submitted or an incomplete report is submitted, the Beneficiary shall be obliged to correct or complete the report within 14 days after receiving the information. Failure to submit the report, complete it or correct it may constitute the basis for suspension of the financing, summoning the Beneficiary to return the funds received or to terminate the Agreement.
6. The final report shall contain the final settlement of the awarded co-financing.
7. If the amount of funds transferred to the Beneficiary exceeds the amount due according to the final report, the Beneficiary shall be obliged, upon the Agency's request, to return the amount equal to the difference between the amount received and the amount due.

# PROJECT CONTROL

Each of the NAWA programmes Beneficiaries may be subject to checks and audits. Checks and audits are aimed at verifying the correctness and compliance of managing the grant received by the Beneficiary with the provisions of the Agreement. The checks may have both substantive and financial character. The checks may be carried out by the Agency's employees or external experts.

In addition, NAWA may carry out the assessment of the Project results in order to determine to what extent the implementation of specific activities has contributed to the achievement of the determined Project's objective.

Each Project may be subject to the “desk-check” control of documents or to the on-the-spot check - at the Beneficiary's premises, if the Agreement was included in the statistical sample used for the control purposes required by the Agency or if NAWA selected it for the targeted control of documents in connection with risk assessment policy implemented by the Agency.

For the purposes of checking the report by way of the “desk-check” control of documents, the Beneficiary shall provide the Agency with copies of documents confirming spending the funds received (for cost items settled on the basis of real costs), unless NAWA requests original documents to be provided. After analyzing the original documents, NAWA shall return them to the Beneficiary. If the Beneficiary is not entitled under relevant provisions of law to send original documents for control purposes, it shall be allowed to send copies of supporting documents.

The Beneficiary has to bear in mind that, for each check, NAWA may additionally request provision of supporting documents or evidence which is intended for a different type of control.

Individual checks shall include the following:

1) Report control

Report control (substantive and financial) shall be carried out for each Project after submitting the report to the Agency via the ICT system. The control of the final report shall also be aimed at determining the final grant amount to which the Beneficiary shall be entitled.

2) “desk-check” control of documents

“desk-check” control of documents constitutes an in-depth control of additional supporting documents carried out at NAWA's office.

At NAWA's request, the Beneficiary has to provide additional supporting documents regarding the budget categories concerned.

3) Checks at the Beneficiary's premises (on the spot checks)

NAWA shall conduct such checks at the Beneficiary's premises or in another place related to the implementation of the Project. During the control, the Beneficiary shall provide NAWA with the original supporting documents required for the report control and the desk check control for their verification.

There are two types of checks in the place of project implementation:

1) Control at the Beneficiary's seat during the Project implementation

Such control shall be carried out during the Project implementation so that NAWA may directly verify the reality and eligibility of all Project activities and participants.

2) Control at the Beneficiary's seat after the end of the Project

Such control shall be carried out after the end of the Project and usually after the final report has been controlled.

In addition to presenting all supporting documents, the Beneficiary shall provide NAWA with access to the records of costs incurred under the Project included in the Beneficiary's accounting books.

NAWA also reserves the right to carry out a special check in each of the abovementioned forms. As the special check shall be understood an ad hoc control in the event of serious reservations to the Project implementation or in the event of NAWA becoming aware of irregularities occurring during the implementation.

The Beneficiary may also be subject to controls and audits conducted by administrative bodies.

# EVALUATION

The Beneficiary shall be required to participate in NAWA's evaluation of the Programme. Participation in the evaluation shall involve sending to NAWA two evaluation surveys (along with the final report and 12 months after the end of the Project). In addition, participation in the evaluation shall also include participation of the Beneficiary and members of the Project group in separate evaluation studies commissioned by NAWA. It is assumed that the Beneficiary and members of the Project group may be invited to participate in the studies once during the Project implementation and once within 3 years after the end of the Project.

NAWA shall guarantee full confidentiality of opinions and information provided as part of the Programme evaluation. It shall also guarantee that the data obtained as part of the evaluation from the Beneficiary or members of the Project group shall not have any impact on the terms of payment of the allocated funds.

The Beneficiary shall also be obliged to participate in evaluation studies conducted by the Ministry of Science and Higher Education on the principles set out by the Ministry of Science and Higher Education.

# INFORMATION AND PROMOTION

1. The Beneficiary shall be obliged to place on all publications resulting from the Project implementation the information that it was financed by NAWA under the Urgency Grants Programme (full name in Polish or English).
2. Publications and other results of the Project implementation, which do not indicate the Agency as the institution financing the Project, shall not be regarded as the results of the Project implementation and shall not be taken into in the Project’s settlement.
3. Publications of the Project group members created during the Project implementation should have the Beneficiary's affiliation.

# CHANGES TO THE REGULATIONS

1. NAWA reserves the right to change the Regulations also during the call for proposals, except for changes resulting in unequal treatment of Applicants, unless the necessity to introduce such changes results from the generally applicable provisions of law. The changes introduced shall be effective from the moment of their publication, made in an analogous manner as the announcement of the call for proposals. Applications submitted before the publication of the changes to the Regulations shall be re-submitted by the Applicant if their provisions do not comply with the introduced changes. NAWA shall notify all Applicants which submitted applications of the changes before their publication by sending information via the Agency's ICT system. At the same time, NAWA reserves the right to introduce changes to the Regulations, which have an orderly, clarifying character, as well as to correct obvious errors, without separately informing about such changes, subject to the publication of the Regulations including the introduced changes, which shall also be the moment from which they start to be applicable
2. NAWA reserves the right to cancel the call for proposals, in particular in the event of significant changes of the provisions of law affecting the conditions of conducting the call for proposals, occurrence of force majeure or in other justified cases.
3. All information necessary for the proper conducting of the call for proposals shall be published by NAWA at: www.nawa.gov.pl. It is recommended that entities interested in applying for funds under the call for proposals familiarize themselves with the information posted on the abovementioned page.

# PERSONAL DATA PROTECTION

1. The personal data controller of persons representing Applicants, Beneficiaries, Visiting scientists, members of the Project group, contact persons and External experts shall be NAWA (NAWA Director in the case of the data processed in the Agency's ICT system).

The data shall be used to:

1. conduct the procedure of selection and assessment of applications under the Programme,
2. select the Applications which will receive funding and conclude the Projects’ financing agreements,
3. implement the concluded Project implementation Agreements,
4. as well as for cooperation between NAWA and the Project participants, including cooperation aimed at promotion of the Programme.
5. The data shall not be used for making decisions based solely on the automated processing of personal data, including profiling within the meaning of art. 22 of the GDPR.
6. The transfer of personal data to centres located outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) shall be based on standard data protection clauses adopted or approved by the European Commission.
7. In connection with the implementation of the above purposes, personal data of the indicated persons may be transferred to NAWA employees, External experts or representatives of the Applicants and Beneficiaries as well as to other persons, if it is necessary to verify the data indicated in the Application.
8. The legal basis for personal data processing constitutes Art. 6 item 1 letters b and letter e of the General Data Protection Regulation (GDPR). Data transfer shall be voluntary, but necessary for participation in the Programme. Refusal to provide the data shall result in leaving the Application without consideration or the inability of a specific person to participate in the Programme.
9. Personal data shall be used at the stage of the Applications’ selection, throughout the Projects’ implementation period and for 5 years from their end date for settlement purposes.
10. Personal data of persons whose Applications have not been approved shall be stored for archiving purposes for the period of 5 years from the day on which the decision of the NAWA Director becomes final and binding.
11. The data subject shall have the right to:
12. submit to the Agency the request for access to his/her personal data,
13. submit the request to rectify, delete or limit the use of his/her personal data,
14. object to the use of his/her personal data when the basis for processing constitutes a task carried out in the public interest (Article 6 item 1 letter e of the GDPR),
15. submit the request regarding the transfer of his/her personal data,
16. lodge the complaint to the supervisory body (the President of the Personal Data Protection Authority at: ul. Stawki 2, 00-193 Warszawa)

- on the terms set out in the GDPR.

Contact details of the data protection officer: Adam Klimowski, [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).

# APPLICANT'S FINANCIAL CAPACITY TEST

* + - 1. The Agency reserves the right to examine the Applicant's financial capacity. Financial capacity means that the Applicant has stable and sufficient sources of financing to maintain operations during the Project implementation period or in the year for which the funding was granted, and to participate in the financing of this Project. The result of the test shall determine the conclusion of the financial agreement.

1. The financial capacity test shall be applicable to non-public entities which in a given financial year apply for funding from the Polish National Agency for Academic Exchange in an amount higher than EUR 100,000.
2. On the basis of the decision of the NAWA Director, the Agency may refrain from carrying out the Applicant's financial capacity test.
3. The Applicants which request financing exceeding EUR 100,000 shall be required, upon request of the Polish National Agency for Academic Exchange, to submit a full version of their financial statements, in particular the balance sheet and the profit and loss account, for the period covering the last financial year for which the accounts have been closed.
4. Entities which are not able to provide the above-mentioned documents because they are newly established entities, instead of the above-mentioned documents may provide the financial declaration or the statement confirming possession of an insurance policy covering the risk borne by the Applicant as part of its day-to-day business
5. If, after analyzing these documents, the Agency considers that the financial capacity has not been confirmed or is insufficient, it may carry out the following activities:
   1. request further information;
   2. propose conclusion of the financial agreement or issue the decision granting co-financing with advance payments covered by financial collateral;
   3. propose conclusion of the financial agreement or issue the decision granting co-financing without advance payments or with limited advance payments;
   4. propose conclusion of the financial agreement or issue the decision granting co-financing with advance payments paid in several instalments;
   5. reject the application.

# CONTACT WITH NAWA

The contact person in matters related to the Programme is:

Paweł Kurzyński

Department of Programmes for Scientists

pawel.kurzynski@nawa.gov.pl

tel. +48 22 390-**35-64**

# FLAT RATE AMOUNTS APPLICABLE TO THE PROGRAMME

Table 1 - Travel costs, costs of visa or legalization of the stay

|  |  |
| --- | --- |
| Distance in a straight line between the scientist's place of residence and his/her place of stay (in km): | Flat rate amount per person: |
| below 500 | 1 000,00 PLN |
| 500 - 999 | 2 000,00 PLN |
| 1 000 – 2 999 | 3 000,00 PLN |
| 3 000 – 6 000 | 4 000,00 PLN |
| over 6 000 | 5 000,00 PLN |

Table 2 – Costs of living

| Number of days of the stay[[1]](#footnote-3) | In the case of departure/arrival to OECD countries as well as cities from non-OECD countries ranked in the top 50 of the MERCER report[[2]](#footnote-4) | For other countries |
| --- | --- | --- |
| 5 | 4 000,00 PLN | 3 000,00 PLN |
| 6 | 4 420,00 PLN | 3 260,00 PLN |
| 7 | 4 840,00 PLN | 3 520,00 PLN |
| 8 | 5 260,00 PLN | 3 780,00 PLN |
| 9 | 5 680,00 PLN | 4 040,00 PLN |
| 10 | 6 100,00 PLN | 4 300,00 PLN |
| 11 | 6 520,00 PLN | 4 560,00 PLN |
| 12 | 6 940,00 PLN | 4 820,00 PLN |
| 13 | 7 360,00 PLN | 5 080,00 PLN |
| 14 | 7 780,00 PLN | 5 340,00 PLN |
| 15 | 8 200,00 PLN | 5 600,00 PLN |
| 16 | 8 450,00 PLN | 5 760,00 PLN |
| 17 | 8 700,00 PLN | 5 920,00 PLN |
| 18 | 8 950,00 PLN | 6 080,00 PLN |
| … | +250,00 PLN/day | +160,00 PLN/day |

# LIST OF ANNEXES

1. Model Agreement for the Project implementation;
2. Model document confirming authorization of the person submitting the Application to represent the Applicant;
3. Model Letter of Intent;
4. Model statement on the absence of public aid;

1. The minimum number of days of stay for each stay in the project shall be 5 days. The number of days of stay includes the time needed for the travel to the destination and the return travel to the country. [↑](#footnote-ref-3)
2. https://www.mercer.com/our-thinking/career/cost-of-living.html?utm\_source=mobilityexchange&utm\_medium=internal&utm\_campaign=mcol1 [↑](#footnote-ref-4)