

Fellowship Agreement No..... for implementation and financing of the Fellowship funded under the PASIFIC Call 1

PASIFIC 1



This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Maria Skłodowska-Curie grant agreement No 847639.

Maria Skłodowska-Curie Actions

Fellowship Agreement No..... for implementation and financing of the Fellowship funded under the PASIFIC Call 1

concluded on the basis of the final list of Proposals accepted for funding, resulting from the PASIFIC Call 1, approved by the Programme Coordinator and accepted by the President of the Polish Academy of Sciences

on in Warsaw, with the Parties to the Agreement being:

The Polish Academy of Sciences, hereinafter referred to as **"the PAS"**, with its registered office in Warsaw, Plac Defilad 1, postal code 00-901, NIP (Tax Identification Number) 525-15-75-083, REGON 000325713, represented by prof. Jerzy Duszyński, the PAS President and Tadeusz Latała, the PAS Chancellor

and

.....<Host Institute's name>, hereinafter referred to as **"the Host Institute"**, with its registered office in <place>....., at <the street>, postal code, NIP (Tax Identification Number), REGON, represented by <the title and name of the representative> (If applicable: on the basis of the power of attorney No. of <date>.....).

Section 1: General information

1. The Agreement specifies the terms and conditions of implementation, financing, and settlement of the Fellowship of <Fellow's academic_title, name, surname>, hereinafter referred to as "the Fellow", whose Proposal, registered in the SEA System under the number <proposals_ID>, with acronym <project acronym> and title <project title>, hereinafter referred to as "the Proposal", that was accepted for funding in the PASIFIC Call 1 announced by the Polish Academy of Sciences. The PASIFIC Programme is co-financed under the H2020 MSCA programme on the basis of agreement No. 847639 with the Research Executive Agency, hereinafter referred to as "the REA", duly authorised by the European Commission.
2. The Fellowship, referred to in Point 1, hereinafter referred to as "the Fellowship", shall be implemented by <Institute_name>.
3. For the purpose of the Fellowship implementation, the PAS shall provide the Host Institute with financial resources in the amount of PLN <total cost> (in words: ...).
4. The Parties set the starting date of the Fellowship to be
5. The duration of the Fellowship is 24 months.

Section 2: Terms and conditions of the Fellowship implementation

1. The Host Institute undertakes to:
 - a) employ the Fellow under a full-time employment contract for the duration of the Fellowship and solely for the purpose of performing tasks related to the Fellowship implementation. Based on the Employment Contract, the Host Institute shall be obliged to pay the Fellow the remuneration specified in Section 4, Paragraph 1, Letters a) and b), converted at the rate specified in Section 4, Paragraph 2, and to pay the compensation specified in Section 4, paragraph 3 by 30 April 2025. In the Contract with the Fellow, the Host Institute shall be obliged to include confidentiality clauses related to all information, the disclosure of which is not authorised or obliged by this Agreement, intellectual property rights (in particular access to existing knowledge, use of new knowledge, dissemination of undertaken activities – under the terms set out in this Agreement). The Host Institute may entrust the Fellow with tasks related exclusively to the Fellowship implementation;
 - b) the Host Institute shall be obliged to provide the PAS with a copy of the Employment Contract concluded with the Fellow no later than 7 working days after the Fellowship commencement;
 - c) immediately after receiving them from the Fellow and no later than 30 days before the Fellowship commencement, the Host Institute undertakes to provide the PAS with the following documents:
 - 1) copies of documents confirming compliance with the mobility criterion, certified as true copies by an employee of the Host Institute, together with sworn translations into English or Polish, if the documents have been issued in a language other than Polish or English;
 - 2) copies of documents confirming possession of a doctoral degree or 4-years of full-time research experience acquired after obtaining a degree entitling to embark on a doctoral programme, certified as true copies by an employee of the Host Institute, together with sworn translations into English or Polish, if the documents have been issued in a language other than Polish or English;
 - 3) the Fellow's declaration of entitlement to family allowance, enclosed as Appendix No. 7, and copies of documents confirming that the Fellow is married or in a relationship equivalent to marriage in accordance with the law of the country where the relationship has been formalised or that the Fellow has dependent children, together with sworn translations into English or Polish, if the documents were issued in a language other than Polish or English. Failure to meet the deadline may result in termination of the Fellowship Agreement.
 - d) provide the Fellow with conditions for the implementation of their research, including office/laboratory space and necessary scientific and research equipment;
 - e) assign to the Fellow the Supervisor indicated in the Proposal, whose tasks are defined in the PASIFIC Call 1 Terms and Conditions along with appendices published on the website: <https://pasific.pan.pl/call-1/> ;
 - f) for interdisciplinary projects, assign the Supporting Supervisor indicated in the Proposal, whose tasks are defined in the PASIFIC Call 1 Terms and Conditions if the Host Institute employs the Supporting Supervisor;
 - g) assign the Fellow a Research Buddy, whose tasks and responsibilities are defined in the PASIFIC Call 1 Terms and Conditions;
 - h) provide administrative and financial support for the Fellowship, including support related to the Fellow's arrival and stay in Poland, and appoint an employee responsible for its coordination;
 - i) organise, during the Fellowship implementation, a Secondment in an institution selected by the Fellow in Poland or abroad, if such a Secondment was provided for in the Proposal;
 - j) enable the Fellow to participate in at least four training courses organised and financed by the Polish Academy of Sciences within the PASIFIC Programme;
 - k) organise at least one Fellow's open lecture, promoting their research and/or its results, regardless of other obligations set out for in this Agreement;
 - l) ensure that all Fellow's scientific publications that present the results of research conducted during the Fellowship are published in Open Access;
 - m) enable the Fellow to co-decide on the allocation of 1/5 of the funds assigned for the indirect costs of the project;

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- n) support the Fellow in obtaining the required approvals, opinions, permits or authorisations in the event that the research carried out under the Fellowship requires formal certification of compliance with ethical standards during its implementation;
 - o) provide correct, accurate, and complete information, during the Fellowship implementation and after its completion, required to verify the eligibility of costs, proper implementation of the Fellowship, and the compliance with the obligations arising from the Agreement, in particular, documentation confirming that during the whole period of the Fellowship the Fellow has been present at the workplace, referred to in this Agreement;
 - p) inform the PAS immediately of any breaks in the Fellow's stay at the Host Institute and any interruptions in the remuneration payment;
 - q) provide information on the Fellowship implementation by the Fellow, which shall be used to promote the PASIFIC Programme;
 - r) undertake actions regarding the management of intellectual property rights referred to in the European Commission Recommendation C (2008) 1329 of 10 April 2008 on the management of intellectual property in knowledge transfer activities and Code of Practice for universities and other public research institutions;
 - s) respect the principles of the European Charter for Researchers and Code of Conduct for the Recruitment of Researchers;
 - t) apply for the "HR Excellence in Research" logo awarded by the European Commission no later than one year after signing the Fellowship Agreement, if it does not already have one.
2. In the Employment Contract signed with the Fellow, the Host Institute shall oblige the Fellow, in particular, to:
- a) not to perform or take up any other employment or business activity beyond the Fellowship, provided that the beforementioned are of commercial nature
 - b) not to apply for the POLONEZ BIS funding programme, announced by the National Science Centre;
 - c) consent to the publication of a short Fellowship description on the Polish Academy of Sciences website
 - d) to participate in surveys and evaluation studies conducted by the PAS and the REA and providing all the information related to the Fellowship during the Fellowship and up to two years after its completion;
 - e) to participate in at least four training courses to develop various competencies. These training courses shall be organised and financed by the Polish Academy of Sciences.
3. The Host Institute undertakes to implement the Fellowship on the basis of:
- a) The generally applicable provisions of law;
 - b) the provisions of this Agreement, including on:
 - 1) the cost estimate provided in Appendix No. 1 to the Agreement, hereinafter referred to as "the Cost Estimate";
 - 2) the description of the planned research included in the Proposal that constitutes Appendix No. 2 to the Agreement;
 - c) the full-time Employment Contract between the Host Institute and the Fellow for the entire duration of the Fellowship;
 - d) the provisions of the "Terms and Conditions" Section of the grant agreement No. 847639 between the PAS and REA, hereinafter referred to as "the Grant Agreement", available at <https://pasific.pan.pl/> where this Agreement refers to specific provisions of the Grant Agreement. Unless otherwise specified, the term "beneficiary" as used in the Grant Agreement shall indicate the Host Institute;
 - e) best practice principles in the relevant scientific field/discipline;
 - f) required permits, consents or positive opinions, including:
 - 1) the relevant bioethics committee;
 - 2) the relevant ethics committee for animal experimentation;
 - 3) the basis of provisions on genetically modified organisms;
 - 4) for research on protected species or in protected areas;

- 5) other documents indicated during the ethical evaluation of the Proposal, the scan of which, along with a sworn English translation, shall be sent electronically to the PAS before the commencement of the research tasks that require the permits mentioned above, approvals or opinions (implementing research without the required permissions is tantamount to recognition of such costs as ineligible and shall give rise to consequences laid down in separate regulations). Regardless of the above, ethical principles set out in Section 34.1 and 34.3 of the Grant Agreement must be adhered to in the Fellowship implementation;
 - g) principles resulting from the Terms and Conditions of the PASIFIC Call 1 with appendices;
 - h) principles resulting from the European Commission Recommendation 251/2005/EC on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers (OJ L 75, 22/3/2005, p.67);
 - i) principles resulting from the *Code of Ethics for Researchers* annexed to Resolution 2/2020 of the PAS General Assembly of 25 June 2020, available at: https://instytucja.pan.pl/images/2020/kodeks/Kodeks_Etyki_Pracownika_Naukowego_Wydanie_III_na_stron%C4%99.pdf
 - j) internal regulations in force at the Host Institute, unless they are not inconsistent with the provisions arising from the documents listed in letters a) to i).
4. The Host Institute shall be responsible to the PAS for the proper performance of the Agreement, including the actions and omissions of the Fellow. The Host Institute shall supervise the Fellowship implementation and the correctness of spending the financial resources.
5. The funds allocated for the research implementation shall be at the Fellow's disposal; however, disbursement of funds shall be subject to the approval of the Director of the Host Institute.
6. The PAS shall not be responsible for any damage incurred by third parties resulting from the Fellowship implementation.
7. The sale of equipment purchased or manufactured using the funds provided for the Fellowship implementation shall be possible after the completion of the Fellowship.
8. The funds for Fellowship implementation may be used to pay additional remuneration for persons other than the Fellow participating in research, as well as for other participants of research conducted by the Fellow. Additional remuneration may be paid under a full-time or part-time employment contract or a civil-law contract.

Section 3: Change in the terms and conditions for the Fellowship implementation

1. It shall not be permissible to change the terms and conditions for the Fellowship implementation specified in the Agreement without the consent of the PAS.
2. A change in the terms and conditions for the Fellowship implementation specified in the Agreement may be made at the request of the Host Institute, with the consent of the Fellow expressed in the form of a written statement, by means of an annexe to this Agreement. The legitimacy of the changes shall be subject to the assessment of the PAS. The Host Institute shall submit a request for acceptance of changes in the terms and conditions of the Fellowship implementation specified in the Agreement, together with a detailed justification and a proposal for an annexe to the Agreement and a statement of the Fellow expressing consent to the change in the Agreement.
3. With the consent of the Director of the Host Institute, upon the written request of the Fellow, it is possible to transfer funds between items in the Cost Estimate, provided that:
 - A) the costs included in the Fellow's Remuneration and Family Allowance items of the Cost Estimate, which constitute Appendix No. 1 to the Agreement, shall not be subject to change;

- B) the sum of costs included in the Supervisor's Allowance and Other Allowance items of the Cost Estimate, which constitute Appendix No. 1 to the Agreement, shall not exceed PLN 60,000, and allowance for one person shall not exceed PLN 36,000 for the duration of the Fellowship;
 - C) the formula for calculating indirect costs, as specified in the PASIFIC Call 1 Terms and Conditions, shall not change.
4. Transfers of funds in the Cost Estimate within one category shall not be considered a change in the terms and conditions for the Fellowship implementation.

Section 4: Total amount of funds and procedure for their transfer

1. For the Fellowship implementation, the PAS has granted:
 - a) funds for the gross remuneration of the Fellow, together with the employer's encumbrances¹, hired under a full-time Employment Contract for a period of 24 months in the amount of EUR 99,000;
 - b) funds for the family allowance in the amount of EUR 7,200 for researchers who have family commitments on the closing date of the Call, i.e. are married or in a relationship equivalent to marriage according to the law of the country where the relationship has been formalised, or have dependent children. The entitlement to the family allowance shall be determined at the closing date of the Call and shall not be verified between the closing date of the Call and the end of the Fellowship. The allowance shall be due if the spouse(s)/partner(s) or child(ren) change(s) their place of residence and come(s) to Poland with the Fellow for at least 3 months during the Fellowship;
 - c) funds for conducting research during the Fellowship in the amount not exceeding PLN <research funds>;
 - d) indirect costs, calculated as 20 % of the sum of the costs included in Point 1, Letters a) to c), which may not be higher than PLN <indirect costs>.
2. The amounts in currency (EUR) included in Paragraph 1, letters a) and b) shall be converted into Polish currency at the Euro exchange rate announced by the National Bank of Poland in the table of average exchange rates No. 088/A/NBP/2019 of 8 May 2019, i.e. 1 EUR = PLN 4.2914;
3. If the Euro exchange rate indicated in Paragraph 2 is lower than the average Euro rate for foreign currencies announced by the European Central Bank² for the period:
 - a) from 1/03/2020 to 28/02/2022;
 - b) from 1/03/2022 to 31/08/2023;
 - c) from 1/09/2023 to 28/02/2025;the Institute shall receive funds enabling adjustment of remunerations and family allowances referred to in Paragraph 1, Letters a) and b) against the average exchange rates for the periods set out in Paragraph 3, Letters a) to (c), as published by the ECB.
4. The European Union shall finance a part of the Fellow's gross remuneration, including the employer's encumbrances³, in the amount of EUR 3,065 per month.

¹ Together with contributions to Employee Capital Plans (PKK), including employer's contributions.

² Rate as published on the ECB's website:

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/eurofxref-graph-pln.en.html:

³ Together with contributions to Employee Capital Plans (PKK), including employer's contributions.

Section 5: Financial management

1. The funds shall be transferred to the Host Institute by PAS in the following manner:
 - a) within 10 working days of the commencement of the Fellowship specified in Section 1, Paragraph 4, in the amount of PLN <instalment>, in words <....> zloty
 - b) within 10 working days from the day of transferring to the PAS, the purposeful subsidy for the execution of tasks within the PASIFIC Programme in the year 2022, in the amount of PLN <instalment>....., in words <....> x zloty
 - c) within 10 working days from the day of transferring to the PAS purposeful subsidy for the execution of tasks within the PASIFIC Programme in the year 2023, in the amount of PLN <instalment>, in words <....> x zloty
 - d) the remaining funds shall be transferred to the Institute within 10 working days of the final approval of the Final Report;
 - e) in the event of the necessity to disburse the funds specified in Section 4, Paragraph 3, the PAS shall transfer these funds by the end of March 2025.
2. The transfer of funds specified in Point 1 shall be conditional upon the Host Institute's transmission of accounting notes for the amounts indicated in Point 1, Letters a) to e) within 14 days from the PAN request for issuing the note via e-mail to the address indicated in Section 11, Paragraph 6.
3. The Host Institute shall be obliged to keep separate financial and accounting records for the Fellowship and keep the funds in the bank account indicated below:
 - a) Bank name;
 - b) Name of the account owner;
 - c) Address of the bank account owner;
 - d) Bank account number.
4. Disbursement of funds shall be subject to their availability on the PAS account. The Host Institute waives any claims against the PAS if the reasons for non-payment of funds are not attributable to the PAS.
5. In the event of non-use or incorrect use of the funds constituting the basis for calculating indirect costs, they shall be reduced proportionally, and the difference shall be reimbursed within 14 days of the end of the Fellowship to the PAS bank account referred to in Section 11, Paragraph 8.
6. In the event of any irregularities in the Agreement implementation, the Host Institute shall be obliged to notify the PAS in writing immediately.
7. The Host Institute shall be obliged to inform the PAS immediately of any circumstances that affect its obligation to pay remuneration to the Fellow.
8. The Host Institute shall be obliged to disburse the funds from the next instalment after all the funds from a previous one have been used.

Section 6: Fellowship implementation results

1. The Host Institute undertakes to implement the Fellowship and cooperate with the Fellow to ensure the achievement of measurable results, as envisaged in the funding Proposal.
2. The Fellowship should result in the professional and scientific development of the Fellow as well as the employees of the Host Institute working with them. The Fellowship implementation should also result in scientific publications or other forms of dissemination of the results obtained during the Fellowship implementation.

3. If the Fellowship results in publications, the Host Institute shall be obliged to provide open, free online access to the full content of all publications resulting from the Fellowship and subject to peer-review according to the principles set out in Section 29.1 and 29.2 of the Grant Agreement No. 847639.
4. The Host Institute shall be obliged to place the full name of the PAS in Polish ("Polska Akademia Nauk") or English ("Polish Academy of Sciences"), the correct number of the Fellowship Agreement and the name of the PASIFIC Call in all publications and compilations resulting from the Fellowship implementation, and in information and promotional materials regarding the Fellowship. In addition, it is required that the EU logo and the following information is displayed when disseminating the results and on information and promotional materials concerning the Fellowship (in any form):
Projekt współfinansowany ze środków przeznaczonych na program finansowania badań naukowych i innowacji UE "Horyzont 2020" na podstawie umowy Nr 847639 o dofinansowanie działań "Marie Skłodowska-Curie" oraz ze środków Ministerstwa Edukacji i Nauki, or, respectively, in English if a given form of dissemination of results or information on the Fellowship is addressed to recipients outside Poland as well:
This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 847639 and from the Ministry of Education and Science. When the EU emblem is used in conjunction with another logo, the EU logo must be prominently displayed.
5. The Host Institute undertakes to display the PAS logo and the full name of the PAS in Polish, "Polska Akademia Nauk," or English, "Polish Academy of Sciences," as well as the correct number of the Fellowship Agreement and the name of the PASIFIC Call on the equipment purchased or manufactured during the Fellowship. In addition, it is required to place the EU logo and the following information on the equipment purchased or manufactured as a part of the Fellowship:
This equipment is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 847639 and from the Ministry of Education and Science.
6. During the period until 31 December 2029, the Host Institute undertakes to participate in evaluation studies carried out by the PAS or REA and provide any information related to the Fellowship.

Section 7: Rights and obligations concerning the knowledge and results obtained

1. The research results obtained shall become the property of the Host Institute.
2. If a third party were to contribute to the production of the results, the Host Institute shall be obliged to acquire all necessary rights to ensure that it remains the sole owner of the results obtained. Should it prove impossible to obtain such rights for any reason, the Host Institute shall refrain from involving such a person in the production of the results.
3. The Host Institute shall be entitled, subject to the principles set out in this Agreement, to transfer ownership rights to its results. It shall be the responsibility of the Host Institute to oblige the new owner to comply with the above rules and accept the obligation that the next owner will also comply with them.
4. The Host Institute shall be entitled to grant a licence for its results (or otherwise grant the right to use them) subject to the principles set out in Section 31.5 of the Grant Agreement. Granting a licence must not lead to a breach of the results dissemination obligations or the right of third parties to access the results.
5. The Host Institute intending to transfer the ownership of the results or to grant an exclusive licence is required to notify the PAS in advance in writing, indicate the specific results that would be the subject of these activities and indicate the entity to which it intends to transfer the ownership of the results or to grant a licence, along with a description of the planned or potential use of the results.
6. The PAS shall be entitled to request from the Host Institute additional information to that specified in Paragraph 5. Such information may also be requested directly by the REA.

7. The Host Institute shall be entitled to transfer the ownership of the research results or grant a licence if the PAS does not object in writing within 70 days from the date of receipt by the PAS of the notification referred to in Paragraph 5 or the information referred to in Paragraph 6. The objection may also be raised directly by the REA within 60 days from the date of notification by the PAS. The PAS shall be obliged to immediately, but no later than within 10 days of receiving the information from the Host Institute, inform the REA of its intention to transfer ownership of the research results or grant a licence. The objection referred to in this Section may not be raised after 31 December 2029.
8. The Host Institute shall be obliged to legally protect the research results obtained for an appropriate period of time and in an appropriate geographical area if there is reason to assume that the results may have commercial, business and industrial applications.
9. Applications for protection of results (including patent applications) submitted by the Host Institute, its successors, or licensees include the information referred to in Article 27.3 of the Grant Agreement.
10. The REA shall be entitled to take over the research results with the consent of the Host Institute until 31 December 2029 in the situations indicated in Article 26.4 and Article 27.2 of the Grant Agreement.
The Host Institute shall be obliged to inform the PAS in writing and without delay of the occurrence of the situations specified in these provisions, which shall then pass this information on to the REA.
11. The Host Institute shall be obliged to take measures to ensure that the results are used at least to the extent specified in Article 28.1, Point a) of the Grant Agreement by 31 December 2029.
12. The Host Institute shall, unless contrary to its legitimate interests, disseminate the results as soon as possible by disclosing them to the public by appropriate means (other than those resulting from the protection of the results), particularly in scientific publications.
13. Whenever the results are disseminated, an obligation arises to indicate that they reflect the author's opinions only and that the REA and PAS are not responsible for any use that may be made of the information contained therein.
14. The Host Institute shall be obliged to grant free access to its results to EU institutions, bodies, offices or agencies implementing or monitoring EU policies and programmes. Such access rights are restricted to non-commercial and non-competitive use only. The above shall have no impact on the right to use any materials, documents or information obtained from the beneficiary for communication and promotional purposes.
15. The Host Institute or its successors in the title must comply with the provision of Article 28.2 concerning research results that may affect European and international standards.

Section 8: Manner and procedure for the supervision over Fellowship implementation by the PAS and the competent authorities of the European Union

1. The PAS and REA supervise the Fellowship implementation within the scope specified in this Agreement, in particular the manner the funds allocated for its implementation are spent.
2. The PAS' supervision of the Fellowship implementation shall include:
 - a) ad hoc supervision, including in particular the assessment of Annual Reports and the Final Report on the Fellowship implementation and the Report on the Compensation Payment;
 - b) inspection at the premises of the Host Institute the PAS appointed inspection team;
 - c) PAS' right to withhold the Fellowship funding until the concerns identified by the PAS are clarified in writing;
 - d) PAS' right to discontinue the Fellowship funding and terminate the Agreement with immediate effect in the cases provided for herein.

3. The Host Institute shall be obliged to immediately notify the PAS in the event of any irregularities in the Agreement's implementation or a dispute between the Host Institute and the Fellow, threatening the proper Fellowship implementation.
4. At the request of the PAS or REA, the Host Institute undertakes to provide the requested information or documentation, including source documentation on the status of the Fellowship implementation status and reimbursement of the awarded funds. Based on the analysis of the above documentation, the PAS shall be entitled to demand the reimbursement of funds misspent in accordance with the principles referred to in Section 9, Paragraphs 8 and 9.
5. The PAS may withhold the Fellowship funding until the doubts are resolved in the event of:
 - a) dispute referred to in Section 3;
 - b) failure to submit the annual report on time, or submission of an incomplete or incorrect report;
 - c) expenditure of funds contrary to the Agreement.
6. During the period of suspension of funding (from the moment of the Host Institute with a written note until the moment of providing the written notice of funding reinstatement), the Fellowship implementation shall be suspended. The Host Institute may not incur new liabilities during this period but only settle previously incurred liabilities, particularly those arising from the labour legislation (remunerations). Other costs incurred by the Host Institute during this period shall not be considered eligible unless funding is reinstated.
7. The PAS may discontinue the Fellowship funding in the event of:
 - a) persistence of the dispute referred to in Section 3 for more than 6 months after the funding suspension;
 - b) failure to submit, submission of incomplete or incorrect ones, despite the lapse of 30 days from the written request to correct, complete, or clarify the reports indicated in Section 9 Paragraph 1;
 - c) rejection of reports indicated in Section 9 Paragraph 1 in the process of merit-based evaluation;
 - d) expenditure of funds to a significant extent, contrary to the Agreement;
 - e) failure to submit to audit measures;
 - f) Fellowship implementation in a manner that is in flagrant breach of the provisions of this Agreement, as stated in the post-audit presentation.
8. The PAS may terminate the Agreement in writing with immediate effect in the cases referred to in Section 7 and in the event that the Host Institute ascertains that the Fellow does not fulfil the formal requirements for participation in the PASIFIC Call 1 during the verification of the documents referred to in Section 2, Paragraph 1, Letter b), Point 2 and 3.
9. The termination of the Agreement with the immediate effect shall oblige the Host Institute to return to the PAS bank account all the funds together with statutory interest calculated from the date of transferring the funds to the Host Institute to the date of their return, within 14 days from the date of delivery of information about the Agreement termination to the Parties; however the unused remuneration funds referred to in Section 4, Paragraph 4 shall be transferred to the bank account indicated in Section 11, Paragraph 9, and the remaining funds shall be transferred to the account indicated in Section 11, Paragraph 8. After the expiry of the aforementioned deadline, the PAS shall charge statutory interest for the delay.
10. Any interest due to the PAS should be paid to the PAS bank account No.:78 1130 1017 0020 1462 9420 0062.
11. In the event of termination of the Agreement with immediate effect, the PAS may charge a contractual penalty in the amount of 10% of the allocated funds indicated in Section 4, Paragraph 1, which does not exclude the possibility to demand compensation exceeding the amount of the penalty on general principles.
12. The PAS shall also have the right to terminate the Agreement with immediate effect if, due to any organisational and legal changes at the Host Institute, the execution of the Agreement would be jeopardised.
13. The Host Institute shall be obliged to immediately inform the PAS about the occurrence of circumstances specified in Paragraph 12.

14. The Agreement may be terminated by mutual agreement of the Parties only at the written request of the Host Institute, with the consent of the Fellow expressed in a statement constituting an appendix to the request submitted to the PAS during the Fellowship, and only in the event of the occurrence of circumstances for beyond the Parties control that make the performance of the Agreement impossible. The aforementioned request should be prepared in Polish and English.
15. The termination of the Agreement by mutual agreement of the Parties is conditional upon:
 - a) reimbursement of the total funds the PAS bank account, or,
 - b) in the event of submission of a request for recognition of the costs incurred in the Fellowship implementation to the PAS, reimbursement to the PAS bank account of the unused funds and submission of the Final Report within the deadline indicated by the PAS.
16. The PAS shall be entitled, directly or through duly authorised third parties, to perform inspections, reviews, and audits at the Host Institute until 31 December 2029. Information on planned inspections, reviews and audits shall be provided by the PAS in writing. The Host Institute shall be obliged to submit, within the requested timeframe, all information (including complete accounting books, payroll records of specific persons or other personal data) for the purpose of verifying compliance with the provisions of this Agreement. For the purpose of on-site inspections, reviews, and audits, the Host Institute shall be obliged to ensure the availability of the requested information and access to its facilities and premises, including to external persons or entities whose identity shall be communicated. The information provided must be correct, accurate and complete, and submitted in the format requested, including electronic format. Any reports resulting from the above shall be submitted to the PAS, which shall be entitled to take further steps against the Parties to this Agreement as referred to in Paragraphs 3 to 14.
17. The Host Institute shall be obliged to retain, until 31 December 2029, the documentation related to the Fellowship implementation, including all accounting records.
18. The REA and the European Commission shall be entitled, directly or through duly authorised third parties, to carry out inspections, reviews and audits at the Host Institute until 31 December 2029. In such an event, the PAS shall be obliged to inform the Host Institute and the Fellow of the aforementioned planned activities immediately after receiving such information from the above-mentioned EU bodies. The Host Institute shall be obliged to submit, within the requested timeframe, all information (including complete accounting books, payroll records of specific persons or other personal data) for the purpose of verifying compliance with the provisions of this Agreement. For the purpose of on-site inspections, reviews, and audits, the Host Institute shall be obliged to ensure the availability of the requested information and access to its facilities and premises, including to external persons or entities whose identity shall be communicated. The information provided must be correct, accurate and complete, and submitted in the format requested, including electronic format. Any reports resulting from the above shall be submitted to the PAS, which shall be entitled to take further steps against the Parties to this Agreement as referred to in Paragraphs 3 to 14.
19. In accordance with Regulation (EU, Euratom) No 883/2013 of the European Parliament and the Council and Council Regulation (EU, Euratom) No 2185/96 (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) shall be entitled at any time during and after the Fellowship to carry out investigations, including on-site controls and inspections to establish whether there has been a case of fraud, corruption or any other illegal activity affecting the financial interests of the EU.
20. Pursuant to Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation (EU, Euratom) No. 966/2012 of the European Parliament and the Council, the European Court of Auditors (ECA) shall be entitled at any time during and after the Fellowship to carry out audits. The ECA shall have the right of access to carry out controls and audits.

Section 9: The manner and scope of the final merit-based evaluation and the method of the Fellowship financial settlement

1. The Host Institute shall prepare and submit to the PAS electronically:
 - a) through the SEA System at <https://sea.pan.pl/>, two Annual Merit-based Reports on the project implementation including the data indicated in Appendix No. 3 to the Agreement, within 60 days from the end of the first and second year of the Fellowship respectively, hereinafter referred to as “Annual Reports”;
 - b) through the SEA System at <https://sea.pan.pl/>, the Final Report on the Fellowship implementation, within 60 days from the end of the Fellowship, including the data specified in Appendix No. 4 to the Agreement, hereinafter referred to as “the Final Report”
 - c) to pasific@pan.pl, the Report on the Compensation Payment, indicated in Section 4, Paragraph 3 by 30 April 2025, covering the scope of data set out in Appendix No. 5 to the Agreement, hereinafter referred to as “the Compensation Report”.
2. The PAS shall evaluate the reports referred to in Paragraph 1 within 60 days from the date of submission referred to in Paragraph 1, with the proviso that the time counted from the moment of transmitting the request for correction, supplementation, and additional clarification of the report shall not be included in this period.
3. In the course of the evaluation of the reports indicated in Paragraph 1, the PAS may request correction, supplementation or clarification from the Host Institute. The Host Institute shall be obliged to submit corrections, supplementations or clarifications within 30 days from the date of the request. The request shall be sent electronically to the address indicated in the Agreement and/or via the SEA system at <https://sea.pan.pl/>.
4. Failure to submit the reports indicated in Paragraph 1 within the deadline, submission of incorrect or incomplete reports or failure to submit corrections, clarifications or supplements to the report despite the lapse of 30 days from the request for revisions, supplements or clarifications, shall constitute grounds for the PAS to terminate the Agreement with immediate effect. In such a situation, the funds transferred to the Host Institute shall be reimbursed to the PAS bank account within 14 days from the date of the request for their reimbursement, together with the statutory interest calculated for the period from the date of transferring the funds to the Host Institute to the date of their reimbursement together with the indication of the instalment, in which they were transferred, whereas the unused allowance funds referred to in Section 4, Paragraph 4 shall be transferred to the bank account indicated in Section 11, Paragraph 9, and the remaining funds shall be transferred to the account indicated in Section 11, Paragraph 8.
5. The Annual Reports shall include only a merit-based report on completing the tasks planned during the Fellowship. The assessment of Annual Reports shall be based on the criterion of compliance with the scope of the tasks performed with the Agreement.
6. The Final Report includes a merit-based part on completing the tasks planned during the Fellowship and the financial part. The financial part of the Report shall consist of, i.e., a breakdown of the costs planned and incurred from the beginning to the end of the Fellowship, which is a financial report on the Fellowship implementation. The evaluation of the Progress Report carried out by the PAS shall concern in particular:
 - a) compliance with the scope of the tasks performed within the Agreement;
 - b) correctness of disbursement of funds for the Fellowship implementation, including the use of the funds as intended;
 - c) justifiability of the costs incurred in relation to the tasks completed;
 - d) correctness of the allocation of the costs incurred to the relevant types of costs indicated in Appendix No. 4 of the Terms and Conditions of the PASIFIC Call 1.
7. The Compensation Report concerns the transfer of the Fellow’s allowance adjustment at the rate indicated in Section 4, Paragraph 3. The assessment of the Compensation Report shall be carried out in particular on the basis of the following criteria:
 - a) correctness of the disbursement of funds for the Fellowship implementation, including the use of funds as intended;
 - b) justifiability of the costs incurred in relation to the tasks completed;

correctness of the allocation of the expenses incurred to the relevant types of costs indicated in Appendix No. 4 of the Terms and Conditions of the PASIFIC Call 1

8. As a result of the merit-based evaluation of the Annual Reports, the Progress Report and the Compensation Report conducted by the PAS, the Fellowship implementation can be assessed as:
 - a) performed in accordance with the Agreement provisions.
 - b) performed in accordance with the Agreement provisions with identified irregularities.
 - c) not performed in accordance with the Agreement provisions.
9. In the event the merit-based evaluation indicated:
 - a) in Paragraph 8, Letter a), the PAS shall accept the Annual Report or the Final Report or Compensation Report;
 - b) in Paragraph 8, Letter b), the PAS shall accept the Annual Report or the Progress Report or the Compensation Report and shall provide the Host Institute with written information about irregularities in the Fellowship implementation and, if irregularities in the disbursement of financial resources have been identified about these irregularities, together with a request to return a part of the financial resources;
 - c) in Paragraph 8, Letter c), the PAS shall reject the Annual Report or the Final Report and may terminate the Agreement with immediate effect.
10. The PAS shall settle the Fellowship Agreement, the Final Report of which has received the merit-based evaluation indicated in Paragraph 8, letters a) or b):
 - a) with regard to the funds indicated in Section 4, Paragraph 1, letters a) to d) as a result of the acceptance of the Final Report;
 - b) with regard to the funds indicated in Section 4, Paragraph 3, the final settlement shall occur due to the acceptance of the Compensation Report.
11. As a result of the settlement, the Agreement can be deemed:
 - a) executed;
 - b) executed with identifies irregularities – with partial reimbursement of funds;
 - c) non-executed – with reimbursement of all funds.
12. The Host Institute is obliged to return the unused funds provided for the Fellowship implementation within 14 days of the end of the Fellowship, together with the indication of the instalment from which the funds were transferred, whereas the unused allowance funds referred to in Section 4, Paragraph 4 shall be transferred to the bank account indicated in Section 11, Paragraph 9, and the remaining funds shall be transferred to the account indicated in Section 11, Paragraph 8. Any unused funds reimbursed after this deadline are subject to the statutory interest for delay, starting from the day following the deadline for their reimbursement.
13. Incorrectly used funds are to be reimbursed within 14 days from the date of the request for their reimbursement, together with the statutory interest calculated for the period from the date of transferring the funds to the Host Institute to the date of their reimbursement to the bank account, together with the indication of the instalment in which they were transferred, whereas the unused allowance funds referred to in Section 4, Paragraph 4 shall be transferred to the bank account indicated in Section 11, Paragraph 9, and the remaining funds shall be transferred to the bank account indicated in Section 11, Paragraph 8. This provision shall also apply to the reimbursement of funds due to irregularities in their disbursement ascertained in the course of controls, audits, reviews and ad hoc supervision. After the expiry of the aforementioned deadline, the PAS shall charge statutory interest for delay.
14. In the event of full or partial non-performance of the Agreement or its inadequate performance due to circumstances for which the Host Institute or the Fellow is responsible, the PAS may charge a contractual penalty in the amount of 10% of the allocated funds indicated in Section 4, Paragraph 1 of the Agreement.
15. Should the competent control bodies, including the capable EU bodies, on the basis of different regulations, state that the Progress Report has been prepared incorrectly or is unreliable, the PAS may order a repeated procedure for settling the Agreement. The irregularities found in the course of the repeated procedure shall entitle the PAS to demand from the Host Institute the payment to the PAS bank account of the funds misused together with interest referred to in Paragraph 8, whereby unused allowance funds referred to in Section 4, Paragraph 4 shall be transferred to the bank

account indicated in Section 11, Paragraph 9. The remaining funds shall be transferred to the bank account indicated in Section 11, Paragraph 8.

16. The cost eligibility rules are set out in Appendix No. 4 of the PASIFIC Call 1 Terms and Conditions.
17. The Host Institute shall report the costs actually incurred in the Fellowship implementation Final Report and Compensation Report.
18. Completing the research tasks envisaged and obtaining negative results shall not constitute a circumstance justifying recognition of the Agreement as not executed.

Section 10: Processing of personal data by the REA and the European Commission

1. The conclusion of this Agreement shall be tantamount to the Parties' consent to the processing of personal data by the REA and the European Commission in accordance with the principles set out in this Section.
2. The REA or the European Commission shall be entitled to process personal data of persons related to the Fellowship implementation in accordance with Article 39.1 of the Grant Agreement. The Host Institute shall be obliged to fulfil the obligation towards its staff referred to in Article 39.2 of the Grant Agreement. The data shall be processed by the REA or the Commission to implement, manage, and monitor or protect the financial interests of the EU, supervise, control, and evaluate the implementation and accounting of the Fellowship implementation and reporting.
3. Individuals whose personal data is processed shall have the right to access and rectify it. To do so, they must send an appropriate processing request to the relevant personal Data Controller, i.e. the National Science Centre.
4. Such individuals shall also have the right to lodge a complaint at any time with the President of the Personal Data Protection Office and the European Data Protection Supervisor (EDPS).

Section 11: Final provisions

1. The rights and obligations of the Parties and the claims against the PAS arising from this Agreement cannot be transferred to third parties without the consent of the PAS.
2. Any disputes arising in the course of implementation of the Agreement shall be settled by an ordinary court of law competent for the seat of PAS.
3. The Host Institute shall be obliged to immediately notify the PAS in writing of any changes of essential data included in the Agreement, e.g. the change of the name of the Host Institute, its address, REGON and NIP numbers, as well as change of the bank account number of the Host Institute, under pain that any actions performed by the PAS using outdated data shall be effective against the Host Institute.
4. Appendices to this Agreement constitute its integral part.
5. Any amendment to the Agreement must be made in writing by means of an annex, otherwise being null and void, unless the provisions of this agreement stipulate otherwise.
6. The persons authorised to represent the PAS in all activities related to the implementation of this Agreement, including supervision of the Agreement, coordination of the work related to its implementation, and ongoing contacts are:
 - a) - for the PAS:
Mr./Ms. <name>

<postal code>

<place>

<street>

<phone number>

<email>

- for the Host Institute:

Mr./Ms. <name>

<postal code>

<place>

<street>

<phone number>

<email>

b) a change in persons responsible for the Agreement implementation referred to in this Section or in their contact details shall be effected by notifying the other Party in writing or electronically, otherwise the change being null and void.

7. This Agreement has been drawn up in four identical copies, two of which are received by the PAS and two by the Host Institute.
8. The details of the PAS bank account to which reimbursements of funds from domestic sources should be made are as follows:
 - a) Bank name: BGK
 - b) Account No. 34 1130 1017 0020 1462 9420 0175
 - c) Account Holder: The PAS Presidium
9. The details of the PAS bank account to which reimbursements of funds indicated in Section 4, Paragraph 4 are to be made is:
 - a) Bank name: BGK
 - b) Account No. 01 1130 1017 0020 1462 9420 0169
 - c) Account Holder: The PAS Presidium
10. Whenever the Agreement refers to "working days", it shall be understood as days from Monday to Friday, excluding public holidays as defined in Article 1(1) of the Act of 18 January 1951 on public holidays (Journal of Laws of 2020, item 1920) and days recognised as holidays at the PAS.

The Polish Academy of Sciences	The Host Institute
<p>.....</p> <p><i>(podpis i pieczęć służbowa osoby reprezentującej PAN)</i></p> <p><i>(signature and official stamp of the person representing PAS)</i></p>	<p>.....</p> <p><i>(podpis i pieczęć służbowa osoby reprezentującej Instytut Goszczący)</i></p> <p><i>(signature and official stamp of the person representing the Host Institute)</i></p>

Appendices to the Agreement:

1. Fellowship Cost Estimate
2. Fellowship Description
3. Scope of data for the Annual Report
4. Scope of data for the Final Report
5. Scope of data for the Report on Compensation Payment
6. Declaration of entitlement to the family allowance
7. Ethics Self-Assessment
8. Personal Data Processing Entrustment Agreement

Appendix No. 1

1) Fellowship Cost Estimate

Rodzaj kosztów/ Type of costs	EUR	PLN
1. Wynagrodzenie Stypendysty/Fellow's remuneration*	99 000,00	424 848,60
2. Dodatek Rodzinny/Fellow's family allowance*	7 200,00	30 898,08
3. Wynagrodzenie Opiekuna/Supervisor's remuneration		10 000,00
4. Pozostałe wynagrodzenia /Other personnel costs		1 000,00
5. Aparatura naukowo-badawczej, urządzenia i oprogramowanie/Equipment		10 000,00
6. Zakup materiałów/Consumables		20 000,00
7. Koszty podróży Stypendysty /Travel costs		1 000,00
8. Koszt publikacji/Publications (including Open Access fees)		1 000,00
9. Koszty warsztatów i konferencji/Dissemination activities (workshop, conference fees)		2 000,00
10. Pozostałe koszty / Other		10 000,00
11. Łącznie koszty bezpośrednie/Total direct costs (1-10)		510 746,68
12. Koszty pośrednie / Indirect costs (20% of direct costs)**		102 149,34
13. Koszty całkowite/Total estimated eligible costs		612 896,02

* The exchange rate indicated in Section 4, Paragraph 2 of the Agreement shall be used to calculate the Fellow's remuneration.

** In accordance with the provisions in Point 8.2 of the PASIFIC Call 1 Terms and Conditions, to calculate indirect costs, the costs included in items 1 and 2 shall be converted into Polish currency according to the Euro exchange rate announced by the National Bank of Poland in the average exchange rate table No. 088/A/NBP/2019 of 8 May 2019, i.e. EUR 1 = PLN 4.2914.

2) Fellow's remuneration

Fellow's remuneration		
The Fellow's gross monthly remuneration costs, including employer's encumbrances, amounts to:	4125	EUR
from European funds	3065	EUR
from national funds	1060	EUR

Appendix No. 2

Fellowship Description

Part B1 and B2 of the Proposal submitted to the SEA System with amendments to the scope necessary to implement the recommendations arising from the extended joint ethical evaluation of the Proposal.

Appendix No. 3

Scope of data for the Annual Report

A. Form in the SEA system including the following data

1. Information on the Fellow

- name
- surname
- e-mail
- phone

2. Agreement information

- proposal title
- acronym
- maximum funding for the Fellowship implementation
- agreement number
- agreement signing date
- fellowship starting date
- host Institute's name
- NIP
- place
- street
- number
- postal code
- post office

3. Information about the Supervisor

- name
- surname
- e-mail
- phone

4. Information about the Supporting Supervisor

- name
- surname
- e-mail
- phone

5. Breaks in the Fellow's remuneration payment (unpaid leave, maternity leave)

- start of the break
- end of the break
- nature of the break
- comments

6. List of publications

- title
- journal
- DOI
- link

7. List of patents
 - title
 - type (application/patent)
 - link
8. Secondments
 - institution type
 - institution name
 - institution address
 - secondment starting date
 - secondment end date
 - description (max. 500 characters)
9. Participation in conferences
 - conference name
 - conference date
 - place
 - country
 - nature of the speech
 - speech title
 - description
10. Organisation of workshops, meetings, conferences
 - event name
 - date
 - place
 - event type
 - number of participants
 - description
11. Promotion of science
 - type of action
 - name
 - date
 - place
 - description
12. Other results
 - name
 - description

B. Required appendices:

- 1) Career Development Plan
- 2) Merit-based report prepared in accordance with the template available at <https://pasific.pan.pl/call-1/>, including:
 1. Report on the Fellowship implementation (maximum 6 A4 pages)
 - brief description of the extent to which the objectives of the Fellowship have been achieved and the reasons not or not fully completing the objectives set out in the Proposal;
 - description of the tasks completed, including a description of deviations from the task plan presented in the Proposal;
 - indication of the most significant achievements within the project (in points);
 - brief description of the scientific results obtained;
 - impact of the Fellowship on the Fellow's further career development;
 - impact of the Fellowship on the development of the scientific discipline;
 - impact of the Fellowship on the Host Institute;
 - plan for further development of the Fellow's professional and scientific career;

- plan of cooperation between the research institute and the Fellow.
2. Report on the completed Secondment (maximum 1 A4 page)
 - brief description to which extent the objectives of the Secondment have been achieved and the reasons for not or not fully completing the objectives set out in the Proposal;
 - description of the completed tasks, including deviations from the task plan presented in the Proposal;
 - description of the skills acquired by the Fellow;
 - plan for further cooperation between the host, the Fellow, and the Host Institute;
 3. Information about the project team – a list of individuals receiving an additional allowance under the Fellowship, excluding the Fellow and research participants:
 - academic degree/title
 - name
 - surname
 - gender
 - role in the project (select: Supervisor/other contractors)
 - scope of tasks in the project
 - form of employment
 - remuneration incurred
 - additional information
 4. Description of the project results (maximum 1 A4 page)
 5. Research project ethical issues
 - description of actions undertaken to ensure that the project is implemented in accordance with ethical requirements in line with national and European Union regulations, including a description of deviations from the action plan included in the Ethics Self-Assessment;
 - description of the actions resulting from the recommendations of ethics experts carrying out the ethics assessment of the project, including an indication of deviations from the measures recommended by the experts;
 - list obtained of consents and permissions.
 6. Project costs
 - description of deviations from the cost estimate in the Proposal with justification.
 7. Declarations and statements

The Host Institute declares that the personal data of the project contractors shown in this report have been obtained on the basis of the written consent of these contractors and undertakes to submit the aforementioned consent upon request of the PAS.
 8. Details of the person responsible for the Report preparation
 - name
 - surname
 - phone/fax number
 - e-mail
 - position
 9. Signatures
 - Fellow's signature
 - Director of the Institute's signature
 - Institute's Chief Accountant's signature

Appendix No. 4

Scope of data for the Final Report

A. Form in the SEA System covering the following data:

1. Information on the Fellow:

- name
- surname
- e-mail
- phone

2. Agreement information

- proposal title
- acronym
- maximum funds for the Fellowship implementation
- agreement number
- agreement signing date
- Fellowship start date
- Host Institute name
- NIP
- place
- street
- number
- postal code
- post office

C. Information about the Supervisor

- name
- surname
- e-mail
- phone

D. Information about the Supporting Supervisor

- name
- surname
- e-mail
- phone

E. Budget table

A list of costs incurred during the Fellowship is divided into categories from the cost estimate, automatically generated on the basis of the cost items entered in each section below, together with information generated by the system on the amount of costs from the cost estimate and unused funds.

Rodzaj kosztów/Type of costs	Cost Estimate in PLN	Costs or expenses incurred ⁴ PLN	Funds unused PLN
1. Wynagrodzenie Stypendysty/Fellow's remuneration			
2. Dodatek Rodzinny/Fellow's family allowance			
3. Wynagrodzenie Opiekuna/Supervisor's remuneration			
4. Pozostałe wynagrodzenia /Other personnel costs			
5. Aparatura naukowo-badawczej, urządzenia i oprogramowanie/Equipment			
6. Zakup materiałów/Consumables			
7. Koszty podróży Stypendysty /Travel costs			
8. Koszt publikacji/Publications (including Open Access fees)			
9. Koszty warsztatów i konferencji/Dissemination activities (workshop, conference fees)			
10. Pozostałe koszty / Other			
11. Łącznie koszty bezpośrednie/Total direct costs (1-10)			
12. Koszty pośrednie / Indirect costs (20% of direct costs)			
13. Koszty całkowite/Total estimated eligible costs			

6. Cost items

- cost items descriptions (max. 200 characters)
 - cost in PLN
 - cost category
7. Breaks in the Fellow's remuneration payment (unpaid leave, maternity leave)
- start of the break
 - end of the break
 - nature of the break
 - comments
8. List of publications
- title
 - journal
 - DOI
 - link
9. List of patents
- title
 - type (application/patent)
 - link
10. Secondments
- institution type
 - institution name
 - institution address
 - secondment starting date
 - secondment ending date

⁴ Wydatki w przypadku zakupu aparatury badawczej, w pozostałych pozycjach koszty

- description (max. 500 characters)

11. Participation in conferences

- conference name
- conference date
- place
- country
- nature of the speech
- title of the speech
- description

12. Organisation of workshops, meetings, conferences

- event name
- date
- place
- event type
- number of participants
- description

13. Promotion of science

- type of action
- name
- date
- place
- description

14. Other results

- name
- description

B. Required appendices:

1) Career Development Plan

2) Merit-based report prepared in accordance with the template available at <https://pasific.pan.pl/call-1/>, including:

1. Report on the Fellowship implementation (maximum 6 A4 pages)
 - brief description of the extent to which the objectives of the Fellowship have been achieved and the reasons not or not fully completing the objectives set out in the Proposal;
 - description of the tasks completed, including a description of deviations from the task plan presented in the Proposal;
 - indication of the most significant achievements within the project (in points);
 - brief description of the scientific results obtained;
 - impact of the Fellowship on the Fellow's further career development;
 - impact of the Fellowship on the development of the scientific discipline;
 - impact of the Fellowship on the Host Institute;
 - plan for further development of the Fellow's professional and scientific career;
 - plan of cooperation between the research institute and the Fellow;
2. Report on the completed Secondment (maximum 1 A4 page)
 - brief description to which extent the objectives of the Secondment have been achieved and the reasons for not or not fully completing the objectives set out in the Proposal;
 - description of the completed tasks, including deviations from the task plan presented in the Proposal;
 - description of the skills acquired by the Fellow;
 - plan for further cooperation between the host, the Fellow, and the Host Institute;
3. Information about the project team – a list of individuals receiving an additional allowance under the Fellowship, excluding the Fellow and research participants:
 - academic degree/title
 - name
 - surname
 - gender

- role in the project (select: Supervisor/other contractors)
 - scope of tasks in the project
 - form of employment
 - remuneration incurred
 - additional information
4. Description of the project results (maximum 1 A4 page)
 5. Research project ethical issues
 - description of actions undertaken to ensure that the project is implemented in accordance with ethical requirements in line with national and European Union regulations, including a description of deviations from the action plan included in the Ethics Self-Assessment;
 - description of the actions resulting from the recommendations of ethics experts carrying out the ethics assessment of the project, including an indication of deviations from the measures recommended by the experts;
 - list obtained of consents and permissions.
 6. Project costs
 - Description of deviations from the plan of the cost items in the proposal with justification.
 7. Declarations and statements

The Host Institute declares that the personal data of the project contractors shown in this report have been obtained on the basis of the written consent of these contractors and undertakes to submit the aforementioned consent upon request of the PAS.
 8. Details of the person responsible for the Report preparation
 - name
 - surname
 - phone/fax number
 - e-mail
 - position
 9. Signatures
 - Fellow's signature
 - Director of the Institute's signature
 - Institute's Chief Accountant's signature

Appendix No. 5

Scope of data for the Report on Compensation Payment

1. Information on the Fellow
 - name
 - surname
 - e-mail
 - phone
2. Agreement information
 - proposal title
 - acronym
 - maximum funds for the Fellowship implementation
 - Agreement number
 - date of signing the Agreement
 - Fellowship starting date
 - Host Institute name
 - NIP
 - place
 - street
 - number
 - postal code
 - post office
3. Information about the Supervisor
 - name
 - surname
 - e-mail
 - phone
4. Information about the Supporting Supervisor
 - name
 - surname
 - e-mail
 - phone
5. Information on the Remuneration Payment
 - compensation amount gross
 - compensation amount net
 - employer's contributions
 - remuneration Transfer date
6. Declarations and statements

The Host Institute declares that the personal data of the project contractors shown in this report have been obtained on the basis of the written consent of these contractors and undertakes to submit the aforementioned consent upon request of the PAS.

7. Details of the person responsible for the Report preparation
 - full name:
 - phone/fax number:
 - e-mail
 - position
8. Signatures
 - Fellow's signature
 - Head of the Institute's signature
 - Institute's Chief Accountant's signature

Appendix No. 6

Declaration of entitlement to family allowance

.....
(Fellow's name and surname)

.....
(place and date)

.....
.....
(Host Institute's name and address)

.....
.....

FELLOW'S DECLARATION

I, the undersigned, declare that I am married or in a relationship equivalent to marriage under the law of the country in which the relationship has been formalised with (name and surname).

and/or I have dependent children, i.e.:

1. (name and surname), born on
2. (name and surname), born on

and I declare that the persons listed above are changing their place of residence and shall be coming to Poland with me for a period of at least 3 months during the Fellowship implementation.

.....
(Fellow's legible signature)

Appendix No. 7

Ethics Self-Assessment

Ethics Self-Assessment with amendments as necessary to implement the recommendations arising from the extended common ethics of the Proposal.

Appendix No. 8

Personal Data Processing Entrustment Agreement

Personal Data Processing Entrustment Agreement

Concluded in Warsaw on <date>, 2021, between:

<Host Institute's name> based in <place> at <street>, <postal code>, having tax identification number NIP ..., REGON ..., represented by <title> <name> <surname> <position> {OPTION: on the basis of the power of attorney No. <number> dated <date>}, hereinafter referred to as the Transferor

and

the Polish Academy of Sciences with its seat in Warsaw, Plac Defilad 1, postal code 00-901, tax identification number NIP 525-15-75-083, REGON 000325713, represented by Prof. Jerzy Duszyński, the PAS President and Tadeusz Latała, the PAS Chancellor, hereinafter referred to as the Receiver.

Section 1: Definitions

1. Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC;
2. Personal data – information about an identified or identifiable natural person;
3. Personal data administrator – the authority, organisational unity, entity or a person, who decides the purposes and means of the personal data processing; means the natural or legal person, public authority, entity or any other body which alone or jointly with others determines the purposes and means of the personal data processing.
4. Document – any traditional or electronic medium on which personal data are recorded.
5. Employee – a person who performs work under an employment or civil law contract.
6. Processing – an operation or set of operations which is performed upon personal data or sets of personal data, in an automated or non-automated manner, such as collecting, recording, organising, storing, adapting or modifying, downloading, viewing, using, disclosing by sending, distributing or otherwise sharing, matching or combining, limiting, deleting or destroying;
7. Processor – a natural or legal person, public authority, unit or other entity that processes personal data on behalf of the controller.

Section 2: Purpose and scope of the Agreement

1. The Transferor declares that he is the Administrator of personal data, which, pursuant to Art. 28 of the Regulation, he entrusts to the Receiver for processing on terms set out in this contact.
2. The purpose of entrusting data processing is to provide services included in the Fellowship Agreement, i.e. related to the realisation of financing and implementation of the Fellowship accepted for funding in the PASIFIC Call 1. . The PASIFIC Programme is co-financed under the H2020 MSCA programme on the basis of the agreement No. 847639 with the Research Executive Agency, duly authorised by the European Commission.

3. The scope of the entrusted personal data referred to in Paragraph 1 is indicated in the reports referred to in Section 9 Paragraph 1 of the Fellowship Agreement.

Section 3: The Transferor's use of the services of another Processor

1. The Transferor consents to the use of the services of another Processor (subcontractor) by the Receiver as part of the performance of the subject of this contact. However, the Receiver shall be obliged to inform the Transferor each time in writing about the intention to use the services of a subcontractor and about changes in this respect. The Transferor retains the right to submit an objection to using a particular subcontractor's services by the Receiver or changes in this respect. The complaint must be submitted in writing within 7 working days from the date of receipt of the information in question.
2. In the event of the Receiver ordering further personal data processing by the subcontractor, the subcontractor shall be subject to the same obligations as in this Agreement. If the subcontractor fails to fulfil its obligations to protect personal data, total liability to the Transferor shall lie with the Receiver, who shall be liable for the subcontractor's actions as for its own.

Section 4: Receiver's Obligations

1. Personal data shall be entrusted to the Receiver for processing only for the purpose and to the extent provided in the Agreement.
2. The Transferor undertakes to grant appropriate authorisations for personal data processing to persons employed in processing such data. The Receiver shall also ensure that these persons are made aware of the provisions of personal data protection and that they are obliged to comply with them and to maintain the processed personal data and the methods of their protection confidential.
3. The Receiver shall assist the Transferor in complying with the obligations set out in Articles 32-34 of the Regulations.
4. The Receiver undertakes to assist the Transferor, to the extent possible, with appropriate technical and organisational measures, in fulfilling the obligation to respond to the data subject's request in exercising their rights.
5. The Receiver undertakes to make available to the Transferor all information necessary to demonstrate compliance with the obligations incumbent to the Receiver. It shall allow the Transferor or auditor authorised by the Transferor to conduct audits, including inspections, and cooperate in verification and corrective actions.

Section 5: Notification of incidents

The Receiver undertakes to immediately notify the Transferor of any unauthorised access to personal data and any breach of personal data protection without undue delay, but no later than within 24 hours of becoming aware of the breach.

Section 6: Responsibility

The Receiver shall be responsible for sharing or using personal data contrary to the Entrustment Agreement, particularly for disclosing data to unauthorised persons.

Section 7: Right of inspection

1. The Transferor pursuant to Article 28 (3) (h) of the Regulation has the right to inspect measures put in place by the Receiver to secure the entrusted data.
2. The Transferor shall exercise the right of inspection during the working hours of the Receiver.
3. The Transferor shall inform the Receiver of the planned inspection at least 7 days in advance.
4. The Receiver, upon termination or expiration of the Agreement, undertakes to immediately return the Transferor the entrusted data sets and to permanently remove them from all media, both in electronic and paper versions.
5. The Receiver shall be obliged to provide the Transferor with protocols for the destruction of the personal data sets within 7 days from the date of the data deletion.

Section 8: Final provisions

1. This Agreement shall be effective from <date binding> for the duration of the services, the purposes of which are set out in the Agreement. The Agreement shall terminate automatically upon termination of the Fellowship Agreement.
2. The Agreement may be terminated by either party by giving one month's notice of termination.
3. The Transferor has the right to terminate the Entrustment Agreement without notice if the Receiver:
 - 1) used the personal data in a manner incompatible with this entrustment agreement,
 - 2) entrusted the processing of personal data to subcontractors without prior notification of such intention to the Transferor,
 - 3) processes the data in breach of the provisions of the Regulation or this Entrustment Agreement.
4. Any amendments to the Agreement shall be made in writing under pain of nullity.
5. In the matters not covered by this Agreement, provisions of Polish law, including the Acts and Civil Code, shall apply.
6. The Agreement has been drawn up in two copies, one for each party.

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(Receiver)

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(Transferor)

Appendix No. 8 a

Scope of personal data processing

Scope of personal data processing	
Scope of personal data	In accordance with the provisions of the Agreement
Purpose of processing	Implementation and funding of the Fellowship
Type of personal data	Ordinary, sensitive
Categories of data subjects	Natural persons/ Fellows/ Foreigners

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Receiver

.....

Transferor





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Maria Skłodowska-Curie Actions