

PROJECT CONTRACT NO: XXXX
COMPONENT ...
[component name]
EDUCATION PROGRAMME
PROJECT FUNDED BY THE EEA FINANCIAL MECHANISM 2014-2021 AND DOMESTIC FUNDS

Document number **XXXX**
hereinafter referred to as '**the Contract**'

concluded between:

The Foundation for the Development of the Education System - the Operator of the Education Programme with its registered office in Warsaw at Aleje Jerozolimskie 142A, KRS 000024777, NIP 526- 10-00- 645, hereinafter referred to as the "**Programme Operator**", represented by legal representatives specified in the Articles of Association of FRSE

and the Project Promoter:

Full official name of governing authority:
Official address of governing authority:
Postal code, town and country:
Taxpayer's (NIP) identification no.:
Name of register (if applicable):
Entry number in the Register, (if applicable):
Acting as the governing authority for the following organisation:

Full official name of the Project Promoter's organisation:
Official address of the Project Promoter's organisation:
Postal code, town and country:
Taxpayer's (NIP) identification no.:
Name of the register:
Entry number in the Register: ...,

represented for the purpose of signing the Contract by:, hereinafter referred to as "**the Parties**" or "**the Party**"

The Annexes listed hereinbelow shall constitute an integral part of the Contract:

- Annex 1.** Project grant application
- Annex 2.** Guide for applicants of the Education Programme - Component ...
- Annex 3.** Project budget

Annex 2. to the Contract has been published on: www.education.org.pl.

The Project Promoter hereby confirms that it has read the above Annexes, acknowledges that they form an integral part of the Contract, and accepts the terms and conditions of the Contract.

The terms and conditions of the Contract shall take precedence over terms and conditions stipulated in Annexes.

The governing authority of the Project Promoter shall assume full and final liability for the observance of all terms and conditions of the Contract.

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

Article 1. THE PURPOSE OF PROJECT GRANT

- 1.1 The Programme Operator has decided to award a project grant to the Project Promoter for the implementation of a project with the number [...] entitled [...], hereinafter referred to as '**Project**' or '**Activity**' carried out under the EDUCATION PROGRAMME.
- 1.2 This Contract is concluded on the basis of the Agreement of 2 April 2019 on the implementation of the EDUCATION PROGRAMME under the EEA Financial Mechanism 2014- 2021 and on the Bilateral Cooperation Fund as part of the EEA Financial Mechanism 2014- 2021 and the Norwegian Financial Mechanism 2014- 2021 concluded by and between the Minister of Investment and Development, acting as the National Focal Point, and the Programme Operator.
- 1.3 The Project Promoter accepts project grant in accordance with the terms and conditions of the Contract and the documents constituting the legal framework of the Contract listed in Article 2. and undertakes to use its best endeavours to carry out the activities specified in Annex 1, except in the case of *force majeure*.

ARTICLE 2. LEGAL FRAMEWORK OF THE CONTRACT

- 2.1 The Contract shall be performed in accordance with the following documents:
 - II.1.1. The Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014- 2021 concluded between Iceland, Principality of Liechtenstein, Kingdom of Norway and the Republic of Poland on 20 December 2017, together with annexes.
 - II.1.2. Regulations on the Implementation of the European Economic Area Financial Mechanism 2014- 2021 with annexes, hereinafter referred to as '**the Regulations**'.
 - II.1.3. The Call for Proposals published by the Programme Operator;
 - II.1.4. The Guide for Education Programme Applicants, Component ... published by the Programme Operator;
 - II.1.5. Agreement No. 1/2019/Education on the implementation of the EDUCATION PROGRAMME concluded by the Programme Operator and the Ministry of Investment and Development on 2 April 2019, as amended;
 - II.1.6. Any guidelines on the Education Programme adopted by the Programme Operator as part of the EEA Financial Mechanism 2014- 2021, and by the EEA Financial Mechanism Committee (FMC), including:
 - a) Guidelines on how to carry out financial management and reporting under the EEA Financial Mechanism and Norwegian Financial Mechanism 2014- 2021;
 - b) Information and Communication Requirements for EEA and Norway Grants 2014- 2021;
 - c) Guidelines for educational programmes. Rules for the establishment and implementation of programmes falling under programme area 3 "Education, Scholarships, Apprenticeships and Youth Entrepreneurship".
 - d) Guidelines on the project selection procedure under the EEA Financial Mechanism 2014- 2021 and the Norwegian Financial Mechanism 2014-2021.
 - e) Guidelines on public procurement under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021.

- 2.2 The Project Promoter declares that it has read the above documents published at the website www.education.org.pl and that it accepts the terms and conditions of the Contract resulting from them.

ARTICLE 3. LIABILITY

- 3.1 The Project Promoter shall be solely liable for fulfilling any and all obligations incumbent on it under the Contract and under generally applicable law.
- 3.2 The Programme Operator, the National Focal Point (NFP), the Financial Mechanism Office (FMO), and the EEA Financial Mechanism Committee (FMC) shall not be liable for any damage incurred when undertaking the activity covered by the Contract and therefore the Programme Operator and the above mentioned institutions will not accept any claims for damages and reimbursement of costs.
- 3.3 The Project Promoter shall be obliged to repair the damage suffered by the Programme Operator, NFP, FMO and FMC as a result of the undertaking or improper undertaking of the activity, unless the damage is a result of *force majeure*.
- 3.4 The Project Promoter shall be solely liable to third parties, including for any damage suffered by them during the implementation of the Activity.

ARTICLE 4. CONFLICT OF INTEREST

- 4.1 The Project Promoter undertakes to take all necessary measures to prevent any risk of conflict of interest. A conflict of interest exists where impartial and objective performance of the Contract by the Project Promoter is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal or third party interest relating to the subject matter of the Contract.
- 4.2 The Programme Operator shall be immediately notified in writing about any situation, which constitutes or may give rise to a conflict of interest during project implementation. The Project Promoter shall take all necessary steps to immediately remedy such a situation.
- 4.3 The Programme Operator reserves the right to verify whether the steps taken are appropriate and may demand, if it deems it necessary, that the Project Promoter takes additional steps within the deadline specified by the Programme Operator.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Unless otherwise provided for in the Contract, the intellectual property rights to the results of the activity, including industrial and intellectual property rights, as well as the rights to reports and other related documents shall belong to the Project Promoter. The Project Promoter shall grant the Programme Operator, the NFP, the FMO and the FMC the right to use the results of the activity free of charge (hereinafter referred to as: "**Work**") in the manner they deem appropriate, provided that they do not thereby breach their confidentiality obligations or existing industrial and intellectual property rights.
- 5.2 If the implementation of the Project results in the production of works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (i.e. OJ 2019, item 1231 as amended) the Project Promoter shall grant the Programme Operator, NFP, FMO and FMC for non-commercial purposes, free of charge and for an indefinite period of time:
- a non-exclusive licence;
 - permission to exercise derivative copyright;

- non-exclusive right to authorise the exercise of derivative copyright in the works resulting from the Project.

5.3 The rights referred to in paragraph 5.2 shall be acquired:

5.3.1 upon the approval by the Programme Operator of the Final Report, in which expenses related to Project implementation are settled, and

5.3.2. without limitation as to territory, time, number of copies and media, for the following fields of exploitation:

5.3.2.1 within the scope of fixing and reproduction of works - production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology;

5.3.2.2 within the scope of trading the original or the copies on which the work was fixed: placing on the market, letting for use or rental of the original or copies;

5.3.2.3 within the scope of dissemination of Work in a manner different from defined in subparagraph 5.3.2.3: public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby, use in presentations made with the participation of the Programme Operator and in other materials of the Programme Operator - in whole or in part, as well as in combination with other works.

5.4 In the case of claims made by third parties based on the allegation that the use of Works obtained under the Contract by the Programme Operator or other entities listed in paragraph 5.1 or their legal successors infringes intellectual property rights of such persons, the Programme Operator shall inform the Project Promoter of such claims, and the Project Promoter shall take indispensable measures aimed at resolving the dispute and shall incur all related costs. In particular, if an action for the infringement of intellectual property rights is brought against the Programme Operator or other eligible entities or their legal successors, the Project Promoter shall join the proceedings as a defendant, and in the absence of such a possibility, will make secondary intervention and will cover all the costs and damages, including costs of legal services awarded against the Programme Operator or its legal successors.

ARTICLE 6. MAKING INFORMATION PUBLIC

6.1 Unless the Programme Operator submits a different request, all communications and publications transmitted or distributed by the Project Promoter in connection with the Activity, including during conferences and seminars, shall indicate that the activity is funded by the EDUCATION PROGRAMME. Any and all communications and publications transmitted or distributed by the Project Promoter, in any form and on any medium, shall indicate that their authors are liable for their contents and that the Programme Operator cannot be held liable for any possible use of information contained therein. The provisions of this paragraph shall apply *mutatis mutandis* to the Project Partner, which the Project Promoter undertakes to stipulate in the Partnership Agreement.

6.2 The Project Promoter hereby authorises the Programme Operator, the NFP, the FMO and the FMC to publish the following information, in any form and on any medium, including the Internet:

- name and address of the Project Promoter,
- the subject matter and purpose of project grant,
- the amount of project grant awarded.

6.3 The Project Promoter undertakes to obtain from the Project Partner a consent for the Programme Operator, NFP, FMO and FMC to publish data owned by those institutions with whom the Project Promoter has signed relevant partnership or inter-institutional agreements, on the same principles as agreed above, especially as far as the form and contents are concerned.

- 6.4 Upon well justified request of the Project Promoter, the Programme Operator may refrain from publishing the above information, if its disclosure would jeopardise Project Promoter's safety or interests.

ARTICLE 7. FORCE MAJEURE

- 7.1 *Force Majeure* shall mean any unforeseeable situation or event of an exceptional nature, which is beyond the control of the Parties, and which prevents either of them from fulfilling any of their obligations under the Contract, which do not result from an error or negligence of the Parties or their subcontractors, affiliates or third parties receiving financial support, and which cannot be overcome despite all due diligence. The following shall not be regarded as *force majeure*: industrial disputes, strikes, financial difficulties or cases of non-performance of the service, defects in equipment, defects in materials or delays in their delivery unless they are a direct consequence of *force majeure*;
- 7.2 A Party facing a *force majeure* event shall immediately send a formal notice to the other Party specifying the nature of the event, its likely duration and its foreseeable consequences.
- 7.3 Neither party shall be found guilty of breaching their obligations under the Contract if their performance is prevented by *force majeure*. The parties shall make best efforts to minimise the damage resulting from *force majeure*.

ARTICLE 8. TRANSFER OF RIGHTS

Any claims arising from the Contract that the Project Promoter is entitled to present to the Programme Operator cannot be transferred to third parties.

ARTICLE 9. CONTRACT Termination

9.1 Termination by the Project Promoter

In duly justified cases, the Project Promoter may give up awarded project grant and terminate the Contract at any time by sending a 30 day notice in writing specifying the reasons for termination, without the obligation to pay any damages on this account. Contract termination without stating reasons for it or for reasons not approved by the Programme Operator shall be deemed unjustified and shall result in the consequences set out in subparagraph 9.4.3.

If the Project Promoter decides to give up awarded project grant and terminate the Contract, it is obliged to immediately inform its Project Partner(s) about such fact.

9.2 Termination by Programme Operator

The Programme Operator can decide to terminate the Contract and the Project Promoter will not have the right to claim damages in at least one of the following circumstances:

- a) *(does not apply to a Project Promoter acting a state budget unit)* in the event of a change in legal, financial, technical, organisational or ownership situation of the Project Promoter, which can have a significant impact on the Contract or may give rise to challenging the decision to award project grant;
- b) if the Project Promoter or any person related to it has committed a serious breach of its obligations, including incorrect implementation of the Activity, as defined in the Contract;
- c) in an event of *force majeure*, about which information has been provided in accordance with the provisions of Article 7;
- d) if the Project Promoter refuses to undergo monitoring or audit by authorised institutions or refuses to comply with recommendations;

- e) in the case of the circumstances referred to in Article 18, when the total project grant amount is subject to a financial correction;
- f) (*does not apply to a Project Promoter acting a state budget unit*) if the Project Promoter is declared bankrupt or is subject to liquidation or composition proceedings or any other similar proceedings;
- g) if the Project Promoter does not fulfil the obligation to pay social and health insurance contributions and taxes;
- h) if the Programme Operator has evidence or reasonable suspicions as to the links of the Project Promoter, as well as other entities or persons related to the Project Promoter, with a criminal organisation or as to other illegal activities detrimental to the financial interests of the EEA Financial Mechanism and the budget of the Republic of Poland;
- i) if the Programme Operator has evidence or justified suspicions of a material error, irregularity or fraud on the part of the Project Promoter or other entities or persons related to the Project Promoter related to the award or expending the project grant;
- j) if the Project Promoter has made a false declaration or submitted a report including false statements in order to obtain project grant provided for in the Contract;
- k) if the Programme Operator has evidence that the Project Promoter has committed systemic or repeated errors, irregularities, fraud or breaches of obligations under other contracts funded by the EEA Financial Mechanism and the Norwegian Financial Mechanism, EU, the funding of which has been granted under similar conditions as those stipulated in the Contract, and the above-mentioned errors, irregularities, fraud or breaches of obligations would have a significant impact on project funding granted under the Contract.

The term other *related persons* referred to in section b), h), i) shall mean persons authorised to represent the Project Promoter, make decisions on its behalf or control it. The term other *related entities* shall in particular mean any entity meeting the conditions set out in Article 3(3) of Annex 1 to Regulation (EU) No 651/2014 of 17 June 2014, in which certain categories of support is considered compatible with the internal market in application of Articles 107 and 108 of the Treaty.

9.3 Contract termination procedure

In cases referred to in section (a), (b), (f), (g), (i) of paragraph 9.2, Contract termination shall take effect at the end of the notice period specified in the written notice of the Programme Operator's decision on the matter sent by a registered letter with acknowledgement of receipt or in other similar manner, starting from the date of its receipt by the Project Promoter. In such a situation, the Project Promoter shall have 15 calendar days to present its position on the matter and to take all steps necessary to guarantee the continuous fulfilment of its obligations under the Contract. If the Programme Operator does not receive an answer from the Project Promoter or, despite its receipt, does not accept the Project Promoter's position within 15 calendar days of its receipt, the Contract termination procedure shall be continued.

In cases referred to in section (c), (d), (e), (g), and (j) of paragraph 11.2, the Contract shall be terminated on the day following the day on which the Project Promoter receives the Contract termination notice from the Programme Operator.

9.4 Effects of Contract termination

- 9.4.1 In the case of termination of the Contract, payments by the Programme Operator shall be proportional to the progress made in carrying out the activity until the date on which the termination takes effect, as set out in paragraph 14.2. The Project Promoter shall have 10 working days from the effective date of termination, of which it will be notified by the Programme Operator, to submit a Final Report, as set out in paragraph 14.4. If the Final Report is not submitted within the aforementioned

deadline, the Programme Operator will not provide funding for expenditures incurred by the Project Promoter until the effective date of Contract termination and:

- shall request the reimbursement of the full amount of project grant (does not apply to a Project Promoter acting as a state budget unit);
- will cancel the awarded project grant (applies to a Project Promoter acting as a state budget unit).

9.4.2 By way of derogation, at the end of the notice period referred to in paragraph 9.3 and if the Contract is terminated due to the failure to present the Final Report within the deadline specified in the Contract, and if the Project Promoter fails to fulfil this obligation within the deadline specified in a written reminder, the Programme Operator:

- will not pay the remaining amount and shall request the reimbursement of the full amount of project grant (does not apply to a Project Promoter acting as a state budget unit);
- will cancel the awarded project grant (applies to a Project Promoter acting as a state budget unit).

9.4.3 If the Contract is improperly terminated by the Project Promoter or if it is terminated by the Programme Operator for reasons set out in paragraph 9.2, section (a), (d), (e), (h), (i), (j) or (k), the Programme Operator may, in proportion to the scale of irregularities causing the termination, reduce the awarded project grant in part or in full or, if applicable, request partial or total reimbursement of amounts already paid under the Contract.

ARTICLE 10. ANNEXES TO THE CONTRACT

10.1 Subject to paragraph 10.4 below, any amendment of the terms and conditions of the Contract requires drawing an adequate annex to the Contract in writing, otherwise being null and void.

10.2 An amendment of the terms and conditions of the Contract cannot have the purpose or effect of modifying the contents of the Contract in such a way as it is in conflict with the terms, conditions and purpose of project grant awarded to the Project Promoter or as it may result in unequal treatment of applicants.

10.3 If the Project Promoter submits a request for the amendment of the terms and conditions of the Contract it shall be obliged to send to the Programme Operator *a List of Amendments* containing a description of the proposed modifications and their impact on the substantive contents of the project not later than 30 calendar days before the date of completion of the activity, except for cases duly justified by the Project Promoter and accepted by the Programme Operator. Any amendments of the terms and conditions of the Contract require a written consent of the Programme Operator for the proposed modification.

10.4 The Parties hereto agree that the following do not constitute an amendment of the Contract:

- a) changing the dates for submitting Interim Reports and the Final Report,
- b) transfer of costs between categories in accordance with the rules described in the Guide for Applicants,
- c) changes in the scope of activities and Project outcomes, which do not significantly impact on the scope of activities covered by the Project, do not affect the achievement of its objectives, and which are accepted by the Programme Operator.

10.5 In cases referred to in paragraph 10.4, amendment of the terms and conditions shall be made by sending a change request by the Project Promoter by email to the email address indicated by the Programme Operator. The change shall take place at the time and to the extent approved by the Programme Operator. If the Programme Operator refuses to approve the proposed modification, the Parties shall remain bound by the originally approved terms and conditions.

ARTICLE 11. OTHER ADMINISTRATIVE PROVISIONS

- 11.1 Subject to paragraph 11.2 below, any and all notices relating to the Contract shall be made in writing with indicating Contract number and shall be sent to the addresses set out on the front page of the Contract by registered mail or in other similar manner.
- 11.2 The Parties unanimously declare that the written form of the notification specified in 11.1 does not apply to the following cases:
- a) application for an amendment to the Contract referred to in paragraph 10.3, for which a List of Amendments shall be completed in the online.frse.org.pl system;
 - b) requesting the Project Promoter to complete an Interim or Final Report, for which a notification sent to the e-mail address will be sufficient.
- 11.3 Project grant shall not cover withdrawal costs. If, after signing the Contract, the Project Promoter withdraws from the Project for reasons other than *force majeure*, it shall cover with its own funds all costs related to the withdrawal.

PART B - FINANCIAL PROVISIONS

ARTICLE 12. FINANCIAL CONDITIONS

- 12.1 The Programme Operator shall provide project grant up to the maximum amount of **EUR ...**. The funding shall be transferred in PLN using the European Commission's monthly euro accounting exchange rate in the month in which the payment is made to the Project Promoter.
- 12.2 Subject to paragraph 12.3 below, project grant shall not exceed **100%** of total eligible expenditure of the activity, in accordance with the budget calculation set out in Annex 3.
- 12.3 Pursuant to Article 6.4(3) of the Regulations in the case of Project Promoters having the status of non-governmental organisations, the level of project grant cannot exceed 90% of total eligible expenditure of the activity, in accordance with the budget calculation set out in Annex 3. In a situation specified in the preceding sentence, the Project Promoter, acting alone or with the participation of Project Partners, undertakes to ensure its own financial contribution at the minimum level of 10% of total eligible expenditure in accordance with the project budget set out in Annex 3 and with taking into account the changes approved by the:
- Cooperation Committee - for projects implemented under Components 1 or 2;
 - Project Selection Committee - for projects implemented under Component 3 or 4.
- 12.4 Regardless of the level of awarded project grant, 85% of the total project grant amount comes from the EEA Financial Mechanism 2014-2021 funds and 15% from the state budget.
- 12.5 (*does not apply to a Project Promoter acting as a state budget unit*) The Programme Operator shall transfer to the Project Promoter:
- 12.5.1 project grant from the funds made available by FMC in the amount expressed in PLN, which will not exceed the equivalent of EUR... (say: ... euro) calculated as stipulated in paragraph 12.1 in the form of payments made from the European funds budget,
 - 12.5.2 project grant coming from the state budget in the amount expressed in PLN, which will not exceed the equivalent of EUR... (say: ... euro) calculated as stipulated in paragraph 12.1 in the form of a designated subsidy paid from the state budget.
- 12.6 The total eligible expenditure under the Project shall amount to the equivalent in PLN of the amount of EUR... calculated as stipulated in paragraph 12.1.

- 12.7 The final project grant amount shall be determined as stipulated in Article 13 and 14 and without prejudice to the provisions of Article 18 and 19.
- 12.8 The Project Promoter shall be obliged to cover from its own funds any ineligible expenditure under the Project.
- 12.9 By way of derogation from the provisions of the Contract, during the implementation of the project, except for projects carried out under Component 2, the Project Promoter can allocate eligible expenditure within the approved budget forming Annex 3, and as specified in Annex 2 by making transfers between its categories representing up to 20% of the budget assigned for a category to which it relates (both the category from which the transfer is made and the category to which the increase in the budget relates), with respecting the restrictions specified below.

In the case of a Project carried out under Component 2, the Project Promoter cannot make changes in the amounts allocated for particular types of activities specified in the budget forming Annex 3 without prior consent of the Programme Operator.

It is prohibited to:

- increase such categories as ‘Project Management and Implementation Costs’ and ‘Extraordinary Costs’, if such categories are included in the project,
- make transfers to the categories in relation to which the Project Selection Committee has decided to reduce their budget;
- reallocate funds to a category which is not included in the project budget specified in the Contract,
- reallocate or create new headings within “Extraordinary Costs” category.

- 12.10 The increase in total eligible expenditure under the project does not form the basis for increasing the amount of project grant.
- 12.11 In the case of an increase in the total eligible expenditure of project implementation, the Project Promoter undertakes to cover it from its own funds.
- 12.12 The Project Promoter is obliged to transfer a part of awarded project grant to Project Partners with whom a Partnership Agreement was signed and who are listed in Annex 1 to the Project Contract or to cover the Partner's expenses, in accordance with the distribution of funds set out in Annex 3 to the Contract or other relevant arrangements made with a given Project partner at a given stage of project implementation. The details of the funds transfer shall be agreed by the Project Promoter and each of the Partners and shall be included in a Partnership Agreement.

ARTICLE 13. FINANCIAL FLOWS

(This Article does not apply to a Project Promoter acting as a state budget unit)

- 13.1 Project grant shall be transferred in accordance with the Act of 27 August 2009 on Public Finance (OJ of 2021, item 305) and regulation of the Minister of Finance of 17 December 2009 on payments effected as part of the programmes funded from European funds and on providing information on such payments.
- 13.2 Any payment, including advance, interim (if applicable) or final balance payment made under the Contract, shall be made as two separate payments transferred from the Bank Gospodarstwa Krajowego (BGK). Such method of payment is due to the fact that the EDUCATION PROGRAMME projects are funded from two different sources and because of the rules in force in the BGK Bank relating to the handling of support funds.
- 13.3 Project grant payments are subject to availability of funds on the BGK Bank account. The Project Promoter shall not be entitled to compensation in the case of delay or non-payment of project grant

by the BGK Bank as a result of failure of the minister in charge of public finance to transfer funds to the appropriate account kept in the BGK Bank.

13.4 The date of payment shall be the date on which the Programme Operator makes a payment order with the BGK Bank. The BGK Bank shall make payments in accordance with its schedule of payments of European funds for the current calendar year, as published on its website.

13.5 The Project Promoter will not make on its own any reimbursements of unused funds. If a reimbursement is necessary, it shall be made only on a written request of the Programme Operator and only at the time and to the bank account indicated by the Programme Operator.

ARTICLE 14 - PAYMENT REQUESTS

14.1 Advance payments

(applies to a Project Promoter acting as a state budget unit)

14.1.1 In accordance with the provisions of the Public Finance Act, the Project Promoter cannot receive an advance payment from external entities. In accordance with national regulations in this respect, the Project Promoter should finance its commitments directly from the European funds budget and the state budget, in the proportion of 85% - European funds budget and 15% - state budget funds, included in the budgetary part of the authorising officer, under which the unit is financed. The Project Promoter is obliged to settle the entire project expenditure in accordance with the above-mentioned proportion.

14.1.2 The approval by the Programme Operator of the final project grant amount awarded to the Project shall take place in accordance with the provisions of paragraph 14.4, and it shall serve as a confirmation of the eligibility of expenditures incurred under the Contract.

(applies to Project Promoters which are not state budget units)

14.1.1 Within 45 calendar days from the date of the Contract's entry into force, the Project Promoter shall be paid an advance payment amounting to **EUR**, representing:

- 40% of the maximum project grant amount referred to in paragraph 12.1, if the duration of the Project exceeds 12 months or if an individual payment schedule, as set out in subparagraph 14.1.3, has been designed for the Project, and if such a schedule specifies the advance payment amounting to 40% of the maximum project grant amount;
- 80% of maximum project grant amount referred to in paragraph 12.1, in other cases.

14.1.2 After the approval of an Interim Report and demonstrating the use of 70% of the advance payment set out in Article 14.1.1, the Programme Operator shall pay the second tranche of the advance payment amounting to 40% of the maximum project grant amount referred to in Article 12.1 to Project Promoters whose projects last longer than 12 months.

14.1.3 The Programme Operator reserves the right to include additional instalments in the payment schedule, if needed.

In order to secure funds, the Programme Operator can also design an individual payment schedule.

For projects implemented by non-public institutions and lasting for at least 12 months or whose project grant exceeds EUR 60,000, in order to secure potential claims of the Programme Operator against the Project Promoter resulting from improper performance of the Contract, not later than on the day of signing the Contract by the Project Promoter or delivering a signed copy of the Contract to the Programme Operator's office, the Project Promoter shall provide the Programme Operator with a performance security taking the form of a blank promissory note, as indicated by the Programme Operator, accompanied by a promissory note declaration. In the event of the Project Promoter's failure to observe the terms and conditions of the Contract in full or in part, the

Programme Operator shall be entitled to take measures aimed at satisfying the claims from the performance security.

14.2 Final balance payment

(applies to Project Promoters, which are not state budget units)

14.2.1 The Programme Operator shall make final balance payment on the basis of the actual implementation of the Activity under the Contract and upon its completion. Detailed rules on reporting are included in the Guide for Applicants forming Annex 2 to the Contract.

14.2.2 Under no circumstances can the amount paid by the Programme Operator to the Project Promoter exceed the maximum total amount of project grant set out in Article 12.1.

Project grant taking the form of flat-rate funding shall be limited to the amounts referred to above. Project grant amount based on the flat rate unit costs shall be determined by applying the rules set out in the Contract and in the Guide for Applicants.

14.2.3 If the Project is not completed or is partially completed, the Programme Operator can limit the amount of previously awarded project grant in accordance with the actual status of project implementation and in accordance with the terms and conditions of the Contract.

14.2.4 The Programme Operator shall determine the amount of the final balance payment on the basis of the final amount of project grant determined as above and with taking into consideration any and all advance payments effected so far. If the amount of advance payments made is higher than the final amount of project grant approved on the basis of the Final Report, the Programme Operator shall send a request for reimbursement of the unused part of advance payment.

14.3 Interim Reports

14.3.1 The Project Promoter shall be obliged to submit Interim Reports after every 6 months of Project duration, except for Projects carried out under Component 1, for which only the Final Report is submitted. The Project Promoter shall submit an interim report within 15 working days from the occurrence of the ground specified in the preceding sentence.

14.3.2 The report shall consist of a factual part and a financial part. An Interim Report shall form the basis for the payment of the next advance payment tranche (does not apply to the Project Promoter acting as a state budget unit).

14.3.3 Within 60 calendar days of the receipt of the Interim Report, the Programme Operator shall approve or reject it. The above deadline shall be suspended if the Programme Operator requests the Project Promoter to submit additional documents or information. In such a case, the Project Promoter shall be obliged to submit documents or information required by the Programme Operator within 10 working days of obtaining the request.

Within 10 working days from the approval of the Interim Report, the Programme Operator shall inform the Project Promoter in writing about project grant amount approved on the basis of the Interim Report.

14.3 Final Report

14.4.1 Within 30 working days or, in the case of Projects implemented under Component 1, 15 working days after the project end date defined in paragraph 21.2, the Project Promoter shall submit the Final Report in accordance with the template defined by the Programme Operator in the on-line system. The Report is composed of content-related and financial parts and together with annexes forms the

basis for the settlement of project accounts. The content-related part of the Report contains a description of activities undertaken with particular emphasis on the achieved outcomes.

(applies to Project Promoters which are not state budget units)

The Final Report shall be treated as the Project Promoter's request for payment of the final balance of project grant.

(applies to Project Promoters acting as a state budget unit)

The Final Report shall be treated as the Project Promoter's request for the approval of the final amount of project grant awarded as eligible expenditure under the Contract.

- 14.4.2. All amounts quoted in the Final Report shall be given in EUR. In the case of actual costs incurred in PLN or other currency, converting them into EUR necessitates using the monthly accounting exchange rate of the European Commission valid on the day of the call for proposals, i.e. EUR 1.00 equals PLN 4.5565.
Costs linked to exchange differences and exchange losses are not eligible expenditure.

- 14.4.3 If the Project Promoter does not submit a complete Final Report (content-related or financial part) in time, the Programme Operator shall send a formal request for its submission and shall set another deadline for its submission. If the Final Report is not submitted by the second deadline, the Programme Operator shall send by registered mail an official notice of Contract termination along with a request for the reimbursement of the total amount of project grant paid to the Project Promoter.

- 14.4.4 Project grant taking the form of flat-rate funding shall be limited to the amounts referred to above. The project grant amount based on flat rate unit costs shall be determined by applying the rules set out in the Contract and in the Guide for Applicants.
If the Project has not been implemented or has been implemented partially, the Programme Operator can reduce the amount of the previously awarded project grant according to the actual progress of Project implementation.

- 14.4.5 Within 60 calendar days of the receipt of the Final Report, the Programme Operator shall approve or reject it. The above deadline shall be suspended if the Programme Operator requests that the Project Promoter submits additional documents or information. In such a case, the Project Promoter shall be obliged to submit documents or information required by the Programme Operator within 10 working days of obtaining the request.

Within 10 working days from the date of approval of the Final Report, the Programme Operator shall notify the Project Promoter in writing about the final amount of project grant approved on the basis of the Final Report, and in the case of Project Promoters, which are not state budget units shall also issue a final balance payment order or shall request the reimbursement of the amount due to the Programme Operator.

ARTICLE 15. BANK ACCOUNT

(applies to Project Promoters other than State budget units)

- 15.1 The Project Promoter shall be obliged to keep a separate bank account for the needs of Project implementation or to ensure that the flows of Project funds can be clearly identified in another account kept, subject to national accounting regulations.
- 15.2 The Programme Operator shall transfer payments under the Contract in accordance with the provisions stipulated herein. The payments shall be effected in PLN to the Project Promoter's bank account indicated below and run in PLN:

Account holder:

Bank name:

IBAN - full account number:
The currency in which the account is run
Bank's SWIFT code:

- 15.3 The Project Promoter shall ensure an appropriate transfer of received funding to Project Partners and Hosting Institutions on the basis of documents and rules set out in the Annexes to the Contract.
- 15.4 Financial flows between the partners shall be defined in a Partnership Agreement.
- 15.5 Upon a request of the Programme Operator, the Project Promoter shall be obliged to reimburse the amount of interest generated on the above bank account. Interest shall be reimbursed only upon a request of the Programme Operator, within the time limit and to the bank account indicated by the Operator.

ARTICLE 16. GENERAL PROVISIONS ON PAYMENTS

- 16.1 Payments will be made by the Programme Operator in PLN (does not apply to a Project Promoters acting as a state budget unit).
- 16.2 At any time during the implementation of the Contract, the Programme Operator may decide to suspend it, in particular with regard to the eligibility of using project grant, including, if applicable, suspension of advance, interim or final balance payments to the Project Promoter, if:
- The Programme Operator has evidence that the Project Promoter commits serious errors, inconsistencies or fraud in the selection procedure or during the performance of the Contract or if the Project Promoter does not comply with the Contract or if circumstances specified in Article 17.1 occur;
 - the Programme Operator has evidence that the Project Promoter commits systemic or repeated errors, irregularities, fraud or breaches of obligations under other agreements funded by the EEA Financial Mechanism and the Norwegian Financial Mechanism, EU, the funding of which has been granted under similar conditions as those stipulated in the Contract, and the above-mentioned errors, irregularities, fraud or breaches of obligations would have a significant impact on the project grant under the Contract.

In the situation referred to in paragraph 16.2, before suspending the implementation of the Contract, the Programme Operator will notify the Project Promoter in writing of its intention to suspend, stating the reasons, and, if applicable, provide conditions for resumption. The Project Promoter shall be asked to present its standing on the matter within 10 working days of receiving such a notification.

Having becoming acquainted with the Project Promoter's standing on the suspension of payments, the Programme Operator can decide to discontinue the suspension, about which it shall inform the Project Promoter in writing.

If the Project Promoter does not present its standing on the suspension of payments or, despite its presentation, the Programme Operator shall decide to continue the suspension, it will be effected by issuing a notification justifying the reasons for its continuation, and shall specify the conditions for resuming payments or shall indicate the final date for completing the investigation on the matter.

The suspension shall take effect from the date of receipt of the notification by the Project Promoter, unless it is specified otherwise in the notification.

In order to resume payments, the Project Promoter shall immediately, but no later than within 10 working days from the discontinuation of grounds for suspension, fulfil the conditions specified in the notification and shall keep the Programme Operator informed about relevant progress.

If the conditions for the resumption of Project implementation are fulfilled or the necessary verification (including on-the-spot check) has been carried out, the Programme Operator shall without delay send

a formal notice to the Project Promoter informing it that the conditions for lifting the suspension have been met.

During the suspension period, the Project Promoter shall neither carry out the Activity, nor submit Interim Reports, requests for payment or other documents provided for in the schedule for Contract performance.

If applicable, such a request for payment and additional documents can be submitted as soon as possible after the resumption of payments and can be included in the first request for payment made as a consequence of the resumption of payments and in accordance with the deadlines set out in the Contract.

(applies to Project Promoters other than State budget units)

16.3 The Project Promoter shall inform the Programme Operator of the amount of any interest or equivalent benefits resulting from advance payments received from the Programme Operator in response to the letter sent by the Programme Operator at the Final Report assessment stage. The Programme Operator shall issue a request for reimbursement in respect of such interest.

ARTICLE 17. SUSPENSION OF PROJECT GRANT PAYMENTS BY DECISION OF FMC

17.1 The Programme Operator shall suspend project grant payments, if the FMC decides to suspend project grant payments to the project. The FMC can suspend project grant payments in cases indicated in Article 13.1 and 13.6 of the Regulations, in particular when:

- a) reliable information indicates that the implementation of the project or the progress of its implementation is at variance with the Contract;
- b) Reports or any other information requested have not been provided or contain incomplete data;
- c) access required under Article 23 is restricted;
- d) the financial management of the Project is incompatible with accounting principles;
- e) it has received information about suspected or actual cases of irregularities or fraud or if such cases have not been properly reported, investigated or rectified;
- f) there is a justified suspicion that the implementation of the Project violates national or EU law;
- g) the circumstances, which form a significant basis for the award of funding under the EEA Financial Mechanism 2014-2021 to the project change substantially;
- h) the Project Promoter does not meet any other obligations under the Contract.

17.2 The Programme Operator shall resume project grant payments, if the FMC decides to resume project grant payments to the project.

17.3 The Programme Operator shall immediately inform the Project Promoter about the decision to suspend or resume project grant payments to the Project.

17.4 The Project Promoter can at any time provide the Programme Operator with documents or other evidence demonstrating that the conditions referred to in paragraph 17.1 are no longer applicable or do not justify the suspension of project grant payment and request the change of the decision to suspend the payments.

17.5 The Project Promoter shall be informed by the Programme Operator on an ongoing basis about the results of the investigation and consultations between the NFP and the FMC concerning the decision to suspend project grant payments.

17.6 The decision referred to in paragraph 17.1 or paragraph 17.2 shall result in:

- a) *(does not apply to a Project Promoter acting as a state budget unit)* suspending the assessment of a payment request by the Programme Operator until a decision on resuming the payments is taken;

- b) *(does not apply to a Project Promoter acting as a state budget unit)* preventing the Project Promoter from submitting another payment request until a decision has been taken to resume payments;
- c) Programme Operator initiating actions referred to in Article 20.

ARTICLE 18. FINANCIAL CORRECTIONS

- 18.1 As a result of the decision of the FMC or NFP to apply a financial correction consisting in the cancellation of the whole or part of project grant amount in accordance with Article 13.3 of the Regulations, the Programme Operator can decide to apply a financial correction to the Project Promoter.
- 18.2 In the case of occurrence of the premises referred to in Article 207.1 of the Public Finance Act, the Programme Operator decides about the application of a financial correction. If there is a need to impose a financial correction for infringement of the provisions of the Public Procurement Law, the regulation issued under Article 24(13) of the Act of 11 July 2014 on the rules for the implementation of programmes in the scope of cohesion policy funded under financial perspective 2014-2020 (OJ of 2020, item 818, as amended) shall apply accordingly.
- 18.3 The provisions of the Act on Public Finance shall apply to the reimbursement of funds by the Project Promoter in connection with the application of financial correction.

ARTICLE 19. REIMBURSEMENT OF FUNDS

- 19.1 If, in accordance with the terms and conditions of the Contract, the Programme Operator determines the amount to be reimbursed, the Project Promoter shall be obliged to return the amount determined by the Programme Operator.

Before recovering the amount due, the Programme Operator shall inform the Project Promoter in writing about the decision taken with justification and information about the Project Promoter's right to appeal.

If the Project Promoter does not present its position on the request for the reimbursement of amount due or, despite its presentation the Programme Operator decides to continue the debt collection, the Programme Operator shall issue a reimbursement request featuring the terms and conditions of the payment and deadline for it.

- 19.2 If the Project Promoter does not reimburse the amount due within the deadline specified by the Programme Operator, statutory interest on late payments at the rate and in accordance with the rules specified in art. 207.1 of the Act of 27 August 2009 on public finance (OJ of 2021, item 305, as amended) shall apply. Interest on late payments shall cover the period from the payment deadline, excluding this date, to the date of receipt by the Programme Operator of full payment of the amount due, including this date.

(applies to Project Promoters other than state budget units)

If payment is not made on time, amounts due to the Programme Operator can be set off from any amounts due to the Project Promoter after appropriately notifying the Project Promoter by a registered letter with acknowledgement of receipt or in other similar manner or by using the financial guarantee provided in accordance with paragraph 14.1. In exceptional circumstances justified by the need to protect the financial interests of the EEA Financial Mechanism and the Norwegian Financial Mechanism, the Programme Operator can recover amounts due by way of a set-off prior to the due date. The prior consent of the Project Promoter is not required.

- 19.3 Every partial payment shall be credited first against late payment fees and interest and then against the principal.

- 19.4 Bank charges resulting from the reimbursement of amounts due to the Programme Operator shall be covered exclusively by the Project Promoter.
- 19.5 The Project Promoter acknowledges that failure to comply with the request for reimbursement of a given amount may result in legal steps being taken against it by the Programme Operator in accordance with national legislation.

ARTICLE 20. AUDITS, CONTROLS, MONITORING AND EVALUATION

- 20.1 For the scope and purpose of inspections and audits carried out by the Programme Operator, NFP, FMO, FMC, EFTA Board of Auditors and Office of the Auditor General of Norway or an entity authorised to act on their behalf, upon a request by the Programme Operator, NFP, FMO, FMC or other entity authorised to carry out an inspection or audit, the Project Promoter undertakes to provide immediate full and unhindered access to any and all documents and information, including in electronic form, concerning the implementation of the Activity, the results achieved and the use of project grant.
- 20.2 The inspections and audit shall be carried out at the the Project Promoter's premises or at the place of Project implementation or online. The inspection may also consist in examining documents delivered by the Project Promoter to the premises of the Programme Operator.
- 20.3 Inspections and audits can be carried out throughout the period of Project implementation and after its completion, as a general rule until 30 June 2029, but not sooner than after the expiry of a 5 years period from the date of approval of the Programme's Final Report.
- 20.4 During an inspection or audit, the Project Promoter shall ensure the presence of persons competent to provide information and explanations on matters related to Project implementation.
- 20.5 The Project Promoter is obliged to keep at the disposal of the Programme Operator, NFP, FMO and FMC any and all original documents related to the Contract, books of accounts and tax registers, or in exceptional and duly justified cases, certified copies of original documents related to the Contract on any appropriate medium ensuring their integrity in accordance with relevant national legislation, as a rule until 30 June 2029, but not sooner than after the expiry of a period of 5 years from the date of approval of the Programme's Final Report.
- 20.6 The Project Promoter acknowledges that the inspections and audits referred to in paragraph 20.3 may be carried out by the Programme Operator, the NCP, the FMO or the MCF on their own or commissioned to an external body authorised to do so on their behalf. Where appropriate, the audit findings can lead to the Programme Operator's decision to recover the funds paid.
- 20.7 If an inspection or audit reveals that the activity subject to settlement in the form of lump sums did not take place and the related amounts were transferred to the Project Promoter, the Programme Operator shall be entitled to request the reimbursement of the amounts paid.
- 20.8 The Project Promoter undertakes to ensure that the staff of the Programme Operator, the NFP, the FMO, the FMC and external staff authorised by the Programme Operator, the NFP, the FMO or the FMC has access to the sites and premises where the Activity will be carried out and access to all information required for the purpose of such audits.
- 23.9 Whenever the Programme Operator, NFP, FMO, FMC or any external body authorised to carry out an interim or final evaluation of project outcomes in relation to the objectives of the Programme, the Project Promoter undertakes to make available to the authorised personnel any and all documents or information that will enable them to successfully carry out the evaluation and to grant them access rights in accordance with the Programme Agreement and the Guide for Applicants.

PART C - MISCELLANEOUS PROVISIONS

ARTICLE 21. LIFE AND ELIGIBILITY OF THE ACTIVITY AND CONTRACT EXPENDITURE

21.1 The Contract shall enter into force on the date of signing it by the second Party.

21.2 The Project shall commence on [yyyy/mm/dd] and end on [yyyy/mm/dd]. Any activities taken and expenditure incurred before and/or after the period specified in the first sentence shall be considered ineligible and non-recoverable.

ARTICLE 22. PERSONAL DATA PROTECTION

22.1 Any personal data contained in the Contract shall be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, p.1) hereinafter referred to as GDPR.

22.2 The Foundation for the Development of the Education System, with registered seat in Warsaw, Aleje Jerozolimskie 142A, 00- 926 Warsaw, entered into the National Court Register under KRS entry number 0000024777 is the Data Controller of personal data obtained from the Project Promoter under the Contract.

22.3 Personal data obtained as a result of the performance of the Contract shall be processed by the Programme Operator, the National Focal Point, the Financial Mechanism Office and the EEA Financial Mechanism Committee only in connection with its performance and dissemination of the outcomes obtained upon its completion, and with taking into account the need of transferring the data to the bodies responsible for inspection and audit.

22.4 With respect to personal data made available to the Programme Operator by the Project Promoter in the course of the performance of the Contract, the Project Promoter shall be fully liable for the legality of data acquisition and the Programme Operator's authorisation to process it in accordance with the objectives set out in the Contract. On behalf of the Programme Operator, the Project Promoter is obliged to fulfil the obligation to inform persons whose data will be made available to the Programme Operator about the fact of providing such data and the purposes and scope of processing it by the Programme Operator under the Contract.

22.5 Every data subject can request from the Data Controller access to their personal data and to have it rectified, deleted or have its use restricted. They can also file a complaint with the President of the Personal Data Protection Office in this respect. Contact with the Data Protection Officer is possible at the seat of the Data Controller at: Aleje Jerozolimskie 142A, 02- 305 Warsaw or via e-mail at: iod@frse.org.pl.

ARTICLE 23. PERSONAL DATA PROCESSING BY THE PROJECT PROMOTER

23.1 If it is necessary that the Project Promoter processes personal data of the staff members provided by the Programme Operator in the scope of identification and contact data, the Project Promoter is obliged to process such personal data exclusively for the purposes of the performance of the Contract and in accordance with the generally applicable provisions of EU and national law on personal data protection, with the observance of provisions of the GDPR in particular.

23.2 The Project Promoter can provide access to the data only to the personnel performing activities related to the performance of the Contract and only within the scope of data, which is absolutely necessary for the performance of the Contract, its management and monitoring.

- 23.3 The Project Promoter shall be authorised to process data referred to in this Article only for the duration of the Contract and in so far as it is indispensable for the purposes of fulfilling the obligations set out in Article 20 and in generally applicable law, for the duration of the obligation incumbent on the Project Promoter.
- 23.4 The Project Promoter is obliged to take appropriate technical and organisational security measures, with taking into account the risks involved in the processing of data and the nature of personal data. These measures shall aim to:
- a) prevent unauthorised persons from gaining access to computer systems that process personal data, and in particular: (i) to prevent any unlawful reading, copying, modification or removal of information media; (ii) to prevent unlawful entering, disclosing, modification or deletion of stored personal data; (iii) to prevent unlawful use of data processing systems by means of data transmission equipment;
 - b) ensure that authorised users of a data processing system have access only to personal data for which they have a right of access;
 - c) register personal data, which has been transferred, the dates of their transfer and the entity to which they were transferred;
 - d) ensure that during the transfer of personal data and transport of storage media, the data is not read, copied or deleted without authorisation;
 - e) develop its organisational structure in accordance with data protection requirements.
- 23.5 In the event of a breach of generally applicable personal data protection law as part of the performance of the Contract for reasons attributable to the Project Promoter, as a result of which the Programme Operator will be obliged to pay compensation or will be punished with a fine, valid judgement or decision of a competent authority, the Project Promoter undertakes to repay the equivalent of the compensation or fine paid by the Programme Operator.
- 23.6 The Programme Operator reserves the right to carry out an inspection of the Project Promoter provided for in Article 28(3)(h) of the GDPR. After the inspection, the Programme Operator can provide the Processor with written post-inspection recommendations along with the deadline for their implementation.
- 23.7 The Project Promoter undertakes to immediately inform the Programme Operator of any administrative or judicial proceedings, administrative decision, ruling, announced checks and inspections, if they relate to personal data processing by the Project Promoter.

ARTICLE 24. DISPUTE SETTLEMENT, APPLICABLE LAW AND JURISDICTION

The project grant is subject to the terms and conditions of the Contract, Polish and EU law, in accordance with the principle of subsidiarity. If it is impossible to reach an amicable solution, the Programme Operator and the Project Promoter can bring the case concerning the decisions taken by the other Party with regard to the terms and conditions of the Contract and arrangements for its implementation to the court with local jurisdiction for the Programme Operator's seat.

ARTICLE 25. - MISCELLANEOUS SPECIAL CONDITIONS

- 25.1 The Project Promoter shall be obliged to keep separate accounting records or an appropriate accounting code for all transactions related to the project, subject to domestic accounting regulations.
- 25.2 The Project Promoter must comply with the requirement set out in the Guide for Applicants, which stipulates that the activity has not received funding from other Norwegian funds and/or EEA funds and from other budgets, including domestic one. If this condition is not met, the Programme Operator reserves the right to terminate the Contract pursuant to the provisions of paragraph 9.2 and recover any advance payments made.

25.3 The Project Promoter is obliged to include information about the project grant received from the EDUCATION PROGRAMME in all published documents, produced materials and in every statement or interview given by quoting the source of funding, for example: "(project name) benefits from a EUR (grant amount - use a rounded figure) grant from Iceland, Liechtenstein and Norway through the EEA Funds. The aim of the project (use the relevant term) is to (describe the objective). Optional standard texts are indicated in the Communication and Design Manual EEA and Norway Grants 2014-2021 posted on: <https://eeagrants.org/resources/2014-2021-communication-and-design-manual>. Such information shall be accompanied by a disclaimer stating that the sole liability for the contents of the publication lies with the publisher/author (Project Promoter).

25.4 The Project Promoter shall carry out promotional activities in accordance with information and communication requirements as specified in the documents listed in Article 2 and in the Annexes to the Contract. In particular, Annex 3 to the Regulations - Information and Communication Requirements - provides detailed requirements in this respect.

25.5 (does not apply to Projects carried out under Component 1) The Project Promoter undertakes to carry out a survey among the participants and evaluate project outcomes, in particular using the templates provided by the FMC, the FMO, the NCP or the PO, if any, and to submit the collected information together with the Final Report.

25.6 All correspondence between the Parties shall be addressed as follows:

- correspondence from the Programme Operator to the Project Promoter:

First name and surname [...]
 Position: [...]
 Full official name of the institution: [...]
 Address for correspondence: [...]
 E-mail:: [...]

- correspondence from the Project Promoter to the Programme Operator:

The Foundation for the Development of the Education System
 Al. Jerozolimskie 142A
 02- 305 Warsaw
With a note: "Education Programme + project number"
 E-mail:: edukacja.eog@frse.org.pl

25.7 This Contract has been made in duplicate, one copy for the Project Promoter and one for the Programme Operator.

Signatures:

On behalf of the Project Promoter

On behalf of the Programme Operator

Signature:

Signature:

Place and date: *Official stamp of the
Project Promoter*

Warsaw, dated: *Official stamp of FRSE*

Signature of a finance officer (applies to projects implemented under Component 2)