

680/KSAP/2019

**'KNOWLEDGE EDUCATION DEVELOPMENT' OPERATIONAL PROGRAMME**

PROJECT NUMBER - **POWR.04.03.00-00-0001/19**

**AGREEMENT BETWEEN THE BENEFICIARY AND THE PARTNER**

Glossary of terms:

1. Project No. POWR.04.03.00-00-0001/19 - "SYNERGIA – a network of cooperation and exchange of experience for high-level officials from Central and Eastern Europe" (the SYNERGIA Project);
2. Beneficiary: *Krajowa Szkoła Administracji Publicznej im. Prezydenta Rzeczypospolitej Polskiej Lecha Kaczyńskiego* (i.e. KSAP or the Lech Kaczynski National School of Public Administration);
3. Partner – National University of Public Service (NUPS);
4. Intermediate Body – *Centrum Projektów Europejskich* (CPE, Centre of European Projects);
5. Parties to the Agreement: the Lech Kaczynski National School of Public Administration aforesaid (KSAP); and National University of Public Service (NUPS);
6. Co-financing application and agreement with the Center of European Projects: Terms of Reference and Project Budget approved by the Center of European Projects;
7. Programme – the "Knowledge, Education, Development" Operational Programme (PO WER).

This Agreement shall govern the relations between the following Parties:

***The Lech Kaczynski National School of Public Administration***  
***ul. Wawelska 56,***  
***00-922 Warsaw,***  
***Poland***  
hereinafter referred to as '***the Beneficiary***', as represented by  
***Wojciech Federczyk Ph.D., Director,***

and

***The National University of Public Service***  
1083 Budapest  
Ludovika tér 2.  
Hungary  
hereinafter referred to as '***the Partner***', represented by Dr. András Koltay rector

The Parties have agreed as follows:



## Article 1/ Subject-matter of the Agreement

1. The subject of this agreement shall be the implementation of project No. **POWR.04.03.00-00-0001/19** "SYNERGIA – a network of cooperation and exchange of experience for high-level officials from Central and Eastern Europe".
2. The maximum total costs of the SYNERGIA Project for the duration of the Project as defined in Project No. **POWR.04.03.00-00-0001/19**, including all sources of funding, have been set at **12 699 701, 96 PLN** (twelve million six hundred ninety-nine thousand seven hundred one zlotys and ninety-six cents) - including all taxes and contributions due.
3. The maximum co-financing from PO WER, covering the expenses incurred by the Parties to the Agreement, shall amount to: **12 699 701, 96 PLN** (twelve million six hundred ninety-nine thousand seven hundred one zlotys and ninety-six cents).
4. The final amount of the co-financing shall depend on the Intermediate Body's assessment of the eligibility of costs and the quality of results achieved under project No. **POWR.04.03.00-00-0001/19**, in accordance with the rules established in the *Guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014–2020*, and may under no circumstances constitute a profit.
5. This Agreement shall govern the relations between the Parties, and in particular their rights and obligations in relation to project No. **POWR.04.03.00-00-0001/19** SYNERGIA, in accordance with the Agreement signed between the Beneficiary and the Intermediate Body.
6. The Project implementation schedule, division of tasks and Partner's budget have been described in detail in the Attachments, which represent an integral part of this Agreement, and the Parties hereby declare that they have acquainted themselves with and accepted the same.

## Article 2/ Duration of the Agreement

1. The implementation period for the Project referred to in Article 1 hereof shall be 40 months. The Project implementation period shall begin on **23.09.2019** and shall end on the day 30 days after the date of submission of the last application for payment.
2. This Agreement shall enter into force upon signature by the Beneficiary of the Project Agreement with the Intermediate Body and shall end on the date of payment of the last payment specified in this Agreement.
3. The period of cost eligibility shall begin on **23.09.2019** and shall last through to 30 days following completion of Project implementation, i.e. until **30.01.2023** as the final deadline for submission of the application for payment.



### Article 3/ Obligations of the Beneficiary

1. As the Lead Partner, the Beneficiary shall be authorised to represent the Project consortium (KSAP, IMNA, IPA and NUPS) before the Intermediate Body and the Intermediate Body, in all matters related to Project implementation, and *inter alia* in respect of the conclusion of a contract on behalf of the Partners.
2. The Beneficiary shall take the following actions:
  - a. It shall take all necessary steps to prepare, implement and properly manage the project, in accordance with the Project implementation schedule and the division of tasks (attached), also in accordance with the Project objectives set out in the Agreement signed between the Beneficiary and the Intermediate Body.
  - b. It shall hand the following over to the Partner upon signing the agreement with the Intermediate Body:
    - A copy of the co-financing application and Project agreement for Project No. **POWR.04.03.00-00-0001/19** signed with the Intermediate Body, together with Annexes to the agreement,
    - A copy of the agreement for the **POWR.04.03.00-00-0001/19** Project, as concluded with the Intermediate Body, together with Annexes.
    - *Guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014–2020.*
    - templates for reports and any other official documents related to the Project.
  - c. In cooperation with the Partner, it shall identify the roles, rights and obligations of each of the Parties, in accordance with arrangements related to copyright and intellectual property.
  - d. It shall ensure compliance with all the requirements specified in the co-financing application and the agreement with the Intermediate Body under Project No. **POWR.04.03.00-00-0001/19**, which are binding upon the Beneficiary vis-à-vis the Intermediate Body.

### Article 4/ Obligations of the Partner

The Partner shall take the following actions:

1. It shall take all necessary steps to prepare, implement and properly manage the Project in accordance with the Project implementation schedule and in line with the Project objectives set out in the agreement signed between the Beneficiary and the Intermediate Body.
2. It shall ensure compliance with all requirements specified in the co-financing application and the agreement with the Intermediate Body under Project No. **POWR.04.03.00-00-0001/19**, which are binding upon the Beneficiary vis-à-vis the Intermediate Body.

3. It shall provide the Beneficiary with all the information and documents necessary for the proper management of the Project.
4. It shall assume responsibility for any information provided to the Beneficiary, including the detailed information on costs incurred and, if applicable, on costs that are not eligible on its own part.

#### **Article 5/ Financing**

1. The maximum total amount of expenditure by the Partner defined as direct costs under the Project during the period of validity of this Agreement shall be: **74 980,00 PLN** (seventy-four thousand nine hundred eighty zlotys) including all taxes and contributions due.
2. The maximum co-financing from PO WER for the Partner to cover direct costs shall be: **74 980,00 PLN** (seventy-four thousand nine hundred eighty zlotys).
3. Any and all expenses under the Project shall be the subject of approval by the Intermediate Body. Expenditure considered ineligible shall not be financed from PO WER. The project implementation costs shall be settled in accordance with the actual costs incurred by the Partner, which may not exceed the costs indicated in line with expenditure assigned to the Partner under the Project (Annex No 1).
4. Project management costs shall be divided among Beneficiary and Partner. The amount of indirect costs to the Partner shall have been taken account of in the budget, shall amount to **99 000,00 PLN** (ninety-nine thousand zlotys), and shall be paid within 14 days of the Intermediate Body approving each request for payment.
5. The Partner shall be obliged to use the co-financing from PO WER exclusively for purposes related to project implementation. Financing of other activities shall not be permitted.
6. Any interest generated during the project implementation period shall be returned to the Intermediate Body's account.

#### **Article 6/ Payments**

1. The Beneficiary hereby undertakes to transfer to the Partner payments reduced by the amount of any expenditure recognised by the Beneficiary as ineligible, within 14 days of the date of each quarterly request for payment (interim report) being approved by the Intermediate Body. Payment shall be deemed made on the date bank account of KSAP is debited.
2. The Partner shall provide documents confirming expenditure incurred during the given reporting period, and shall do so within 14 days following the end of an activity. Acceptance of documents by KSAP shall take place no later than 14 days from the date of receipt of correctly issued settlement documents.



3. All payments shall be treated as advance payments until the time of final approval by the Intermediate Body of the final report, the reported costs incurred and the quality of the project results. The final amount of co-financing from PO WER shall be reduced by any ineligible costs incurred by the Partner.
4. Any and all revenues generated and received by the Partner under the Project should be declared in the financial report and shall reduce the amount of co-financing from PO WER. Any and all revenues should be declared and stated in the reports submitted to the Beneficiary in order that the Beneficiary may complete the request for payment and the final report on the implementation of project no. **POWR.04.03.00-00-0001/19**, as entered into with the Intermediate Body.
5. The final payment to the Partner shall take into account the revenues to the project, and shall represent the amount necessary to balance the revenues and expenditure under the Project.
6. The currency for Project settlement shall be the Polish Zloty (PLN). The accounting documentation of the Partner shall be presented in relation to the currency of that Partner's own country, albeit as also converted in sum into PLN, alongside the rate of exchange made use of in the calculation that is in line with regulations in the given country.

#### **Article 7/ Bank account**

***Details of the Partner's bank account:***

***Swift code: HUSTHUB***

***IBAN: HU45-10004885-10002010-01100938***

#### **Article 8/ Reporting**

1. The Partner shall provide the Beneficiary with all information and documents necessary to prepare the application seeking payment and, if required, also copies of all financial documents, described and signed by a legal representative, within the timeframe specified by the Beneficiary.
2. The Partner shall provide the Beneficiary with all information and documents necessary to prepare the final report and, if required, also copies of all supporting documents, described and signed by a legal representative, within the timeframe specified by the Beneficiary.
3. The required information and documentation under the Project shall be provided in English.
4. The Partner undertakes to describe all financial documents in line with the Beneficiary's recommendations, indicating on each document the source from which expenditure is to be covered.
5. The Partner hereby undertakes to retain documentation on Project implementation for a period of 2 years from December 31<sup>st</sup> of the year in which the European Commission is in



receipt of a submitted listing of expenditure encompassing final expenditure concerning the completed Project. The Intermediate Body shall inform the Beneficiary of the date of commencement of the period referred to in the first sentence. The course of the said period shall be deemed interrupted in the event of administrative or judicial proceedings being launched in respect of settled Project expenditure or a duly justified request on the part of the European Commission of which the Beneficiary has been informed in writing. Furthermore, the requirement in regard to documents concerning public assistance extended to Partner businesses shall be for these to be retained for 10 years from the date of allocation, insofar as the Project relates to public assistance.

#### **Article 9/ Monitoring and supervision**

1. The Partner shall immediately provide the Beneficiary with any information requested thereby regarding pursuit of the Project schedule referred to in this Agreement and, in particular, the Progress Reports.
2. The Partner shall give the Beneficiary access to all documents providing for verification that the project implementation schedule has been implemented in accordance with the Agreement.
3. The obligations described in agreement No. **POWR.04.03.00-00-0001/19**, as signed with the Intermediate Body, shall apply *mutatis mutandis* to the Beneficiary and the Partner.

#### **Article 10/ Obligations as regards information and promotion**

1. The Partner undertakes to engage in appropriate European Funds marking, as well as to display the logotypes of all Partners participating in the SYNERGIA Project, and to post information regarding the sources of finance thereof:
  - a. on materials associated with all informational and promotional activity relating to the Project entering the public domain,
  - b. on financial and programme documents associated with Project implementation,
  - c. on documents and materials for persons and entities participating in the Project,
  - d. at rooms in which the Project is being implemented,
  - e. (on an A3-sized poster) at venues where (i.e. rooms in which) training sessions take place.
2. The Partner further undertakes to include ongoing information on the SYNERGIA Project on its website and in regard to all means of communication used by it (social media, newsletter, etc.).





## Article 11/ Liability

1. Each Party to this Agreement shall hold the other Party harmless against any civil liability for damage caused to a Party or its staff as a result of the implementation of this Agreement, to the extent that the damage caused does not result from serious or wilful negligence on the part of the other Party or its staff.
2. The Partner shall hold the Intermediate Body, the Beneficiary and their staff harmless against any and all claims brought by third parties, including project staff, in connection with the implementation of this Agreement, to the extent that the damage caused does not result from serious or wilful negligence on the part of the Intermediate Body, the Beneficiary or their staff.

## Article 12/ Protection of personal data

1. The processing of personal data shall be engaged in, on the instruction of the Intermediate Body, by the Beneficiary and Partner, in accordance with:
  - (1) *(in relation to the filing system of Poland's Knowledge, Education, Development Operational Programme)*:
    - a) Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013,
    - b) Regulation (EU) No. 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No. 1081/2006,
    - c) The Republic of Poland's Act of 11 July 2014 on the rules for the implementation of Cohesion Policy Programmes financed under the 2014–2020 Financial Perspective (the *Dziennik Ustaw* Official Journal of Laws of 2018, item 1431, with subsequent amendments);
  - (2) *(in relation to the filing system of the Central IT system supporting implementation of the Operational Programmes)*:
    - a) Regulation (EU) No 1303/2013 aforesaid
    - b) Regulation (EU) No 1304/2013 aforesaid
    - c) the Republic of Poland's Act of 11 July 2014 on the rules for the implementation of Cohesion Policy Programmes financed under the 2014–2020 Financial Perspective (the *Dziennik Ustaw* Official Journal of Laws of the Republic of Poland 2018, item 1431, with subsequent amendments);
    - d) Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchanges of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies (OJ EU L286 dated 30.09.2014, page 1)
  - (3) *(in relation to the filing system for personal data maintained by ZUS (the Social Insurance Institution of the Republic of Poland))*:



- a) Regulation (EU) No 1303/2013 aforesaid
  - b) Regulation (EU) No 1304/2013 aforesaid
  - c) the Republic of Poland's Act of 11 July 2014 on the rules for the implementation of Cohesion Policy Programmes financed under the 2014–2020 Financial Perspective (the *Dziennik Ustaw* Official Journal of Laws of the Republic of Poland 2018, item 1431, with subsequent amendments);
  - d) the Republic of Poland's Act of 13 October 1998 on the system of social insurance (the *Dziennik Ustaw* Official Journal of Laws of the Republic of Poland of 2017, item 1778, with subsequent amendments)
2. The Beneficiary and the Partner shall take appropriate technical and organisational measures to ensure that the processing of data is compliant with the requirements set out in the aforementioned regulations and ensures the protection of the rights of data subjects.
  3. The Beneficiary and Partner shall ensure that all individuals authorised to process the data are aware of confidentiality, or that the obligation to observe confidentiality is required in connection with their professional duties.
  4. The Beneficiary and Partner shall provide authorised inspectors with all information necessary to verify the compliance of data processing with the aforementioned regulations, shall allow relevant audits and inspections, and shall provide the necessary information to auditors and inspectors authorised to engage in verification activity by the Intermediate Body or the European Commission.
  5. Detailed rules conferring the processing of personal data shall be regulated in a separate agreement thereon.

### **Article 13/ Copyright and intellectual property**

1. Each of the Parties hereby declares that all copyrights and other intellectual property rights to materials supplied by the Partner shall remain the exclusive property of the Partner, insofar as the Intermediate Body shall not require their transfer in accordance with paragraphs 4-6 below.
2. All copyright and other intellectual property rights to the materials provided by KSAP shall remain the exclusive property of KSAP, insofar as the Intermediate Body shall not require their transfer in accordance with paragraphs 4-6 below.
3. Considering the above, the Partner shall provide KSAP with a non-exclusive, free licence for the internal use of materials for educational purposes. The licence made available by the Partner cannot be transferred, therefore KSAP shall not make the rights covered by this licence available, and shall not transfer or sublicense them in any form to any third party without the prior written consent of the Partner.
4. The Intermediate Body may oblige the Beneficiary or Partner to conclude therewith a separate agreement transferring economic rights of authors, up to and including the sole right to issue permission for the exercise of dependent copyright vis-à-vis works generated within the Project framework, with simultaneous issuing of the Beneficiary or Partner with a licence to use the said works within a field of use laid down by the Intermediate Body.





The agreement referred to in the first sentence shall be entered into at the written request of the Intermediate Body, at a time determined in the application for co-financing.

5. Should the Contractor be commissioned to perform certain tasks within the Project framework that *i.a.* entail the development of a work, the Beneficiary or Partner shall be obliged to include within the agreement with the Contractor a clause transferring economic auctorial rights to the aforesaid work to the Beneficiary prior to the said commissioning of Project tasks entailing the said development of work, at least in respect of a field of use indicated by the Intermediate Body in writing.
6. The agreement referred to in paragraphs 4 and 5 shall be drawn up in line with widely-binding legal provisions, and in particular those of the Act of the Republic of Poland of 4 February 1994 on copyright and related rights (the *Dziennik Ustaw* Official Journal of Laws of the Republic of Poland of 2017, item 880, with subsequent amendments).

#### **Article 14/ Termination of the Agreement**

1. Either Party may terminate this Agreement by notifying the other Party in writing if the other Party improperly discharges or fails to discharge any of its contractual obligations, except in cases of *force majeure*, provided that a notice of cessation of default sent by registered mail remains ineffective for the duration of one month. Termination of the agreement must be preceded by a letter of formal notice indicating specific deficiencies. Termination may take place only 14 days after notice has been served, if the requested Party continues to discharge improperly or fail to discharge any of its contractual obligations.
2. The Partner shall forthwith notify the Beneficiary in writing, attaching all relevant information, should there arise any event capable of influencing negatively the performance of this Agreement.

#### **Article 15/ Jurisdiction**

1. Unless provided otherwise, the courts of the Republic of Poland shall have jurisdiction to settle any disputes between the Parties concerning the implementation of this Agreement.
2. This Agreement shall be governed by the laws of the Republic of Poland.

#### **Article 16/ Amendments to the Agreement**

Any amendments to this Agreement must be made in writing on pain of invalidation, and should be made by way of an Annex to the Agreement, as signed by an authorised representative on behalf of each of the Parties.



**European  
Funds**  
Knowledge Education Development



**Republic  
of Poland**

**European Union**  
European Social Fund



### Attachments

1. Budget for Partner's expenditure.
2. Division of tasks between the Beneficiary and the Partner.
3. Project implementation schedule.
4. Agreement conferring the processing of personal data.

Done on 14 NOV 2019 (date) in two identical copies.

### **Beneficiary**

**DYREKTOR**  
Wojciech Federczyk, Ph.D.  
Director  
**dr Wojciech Federczyk**

Krajowa Administracja Publiczna,  
im. Prezydenta Rzeczypospolitej Polskiej  
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[ Signature ]

[ Date ]

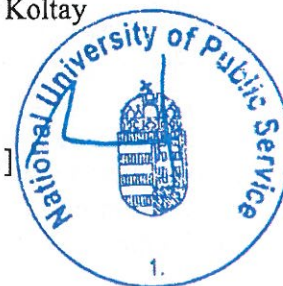
14 November 2019

### **Partner**

Dr. András Koltay  
Rector

[ Signature ]

[ Date ]



Ellenjegyzem.

Nas 2019/10/28  
Dr. Nászné Brózsely Tünde  
gazdasági főigazgató

"Jogilag ellenjegyzem"

dátum: .....

Jogi és Igazgatási Iroda

67 Szabolcs  
Nándor  
jogi osztályvezető  
KASZ: 20075776

Nemzeti Közszolgálati Egyetem  
1083 Budapest, Fehérvári út 2.

Wojciech Federczyk  
Művelődési és  
Sportügyi  
osztályvezető