

**CONTRACT No 16948**  
**concerning the preparation of evaluations of proposals**  
**in open calls of the National Science Centre and the transfer of copyright**

executed on 2015-03-08 in Krakow, by and between:

1. The National Science Centre (Narodowe Centrum Nauki)  
seated in Krakow, ul. Królewska 57, 30-081 Kraków,  
REGON 121361537, NIP 6762429638  
hereinafter referred to as the "Centre", represented by Zbigniew Błocki - Director of the Centre,

2. Vladimir Jurišić  
residing at Svetozara Markovica 69 69 /I, 34-000 Kragujevac  
hereinafter referred to as "the Expert",

hereinafter referred to as "the Parties".

**§ 1.**

1. The purpose of the present contract (hereinafter referred to as "the Contract") is to lay down the terms and conditions for the award and delivery of contracts concerning the preparation of evaluations on awarding grants on the basis of proposals for financing of research programmes, doctoral fellowships or post-doctoral internships, filed under open calls organised by the Centre.
2. The Contract covers the evaluation of proposals, prepared both by Experts being members of the Centre's Expert Panels as well as external Experts. An External Expert shall be an Expert requested by the Director of the Centre to prepare an evaluation pursuant to art. 11 clause 11 of the National Science Centre Act of 30th April 2010 (O.J. 2010, No. 96, Item 617 as amended).
3. The details of an individual evaluation to be commissioned shall be each time outlined in the relevant Invitation to prepare evaluation, referred to in § 2 clause 1.

**§ 2.**

1. The Centre commissions the preparation of an evaluation by electronically sending to the Expert the Invitation to prepare the evaluation via the OSF System (Obsługa Strumieni Finansowania) operated by the Information Processing Centre (Ośrodek Przetwarzania Informacji) ("OPI").
2. The Invitation to prepare the evaluation contains order specifications, in particular the details of the proposal to be evaluated, evaluation manner and deadline.
3. By confirming the acceptance of a proposal for evaluation in the OSF system, the Expert accepts the commission and the terms and conditions for the preparation of the evaluation.
4. The evaluation prepared by the Expert and submitted via the OSF system needs to be approved by the Centre. The evaluation is deemed approved, if, within 10 days of the date prescribed in the Invitation to prepare it, the Centre has not sent the evaluation back to the Expert for correction or supplementing.

**§ 3.**

1. The evaluation prepared by the Expert shall be reliable, thorough and impartial. The Expert shall act independently and with due care, using their expertise.
2. The Expert shall prepare the evaluation in compliance with the proposal evaluation rules laid down in:

- a) Call for proposal regulations, adopted by the Council of the Centre, in particular resulting from the resolution specifying the terms and conditions for organising calls for proposals and any appendixes thereto, including the rules on granting funds for the delivery of projects financed by the Centre and the rules on evaluation of proposals;
  - b) Detailed procedures on evaluation of proposals by Expert Panels, adopted by way of the regulation of the Director of the Centre pursuant to art. 30 clause 3 of the National Science Centre Act of 30th April 2010;
  - c) The code of ethics adopted by the Council of the Centre, applicable to the Centre's Experts;
  - d) The guidelines on preparing evaluations for the Centre, as applicable for the purpose of the relevant call for proposals under which the proposal to be evaluated has been submitted.
3. The Centre will make available to the Expert, via electronic mail or OSF system, the compendium of rules for the evaluation of proposals, as provided for in the documents referred to in § 3 clause 2.
  4. Prior to evaluation of any proposal(s), the Expert shall confirm in the OSF system that they have become familiar with the rules referred to in § 3 clause 3.
  5. The Expert shall:
    - a) not use or disclose the content of any proposal(s) received for evaluation and the content of the evaluation(s) as well as any other information obtained in the course of call for proposals procedures, including cases of withdrawal from the evaluation of the proposal concerned;
    - b) not disclose or transfer any information concerning the process of evaluation of proposals to any person who is not directly involved in the call for proposals procedures;
    - c) delete all copies of any materials and documents (printouts, photocopies, computer data stored on any data carrier, etc.), containing information referred to above, immediately upon closure of call for proposal procedures.
  6. By confirming in the OSF system the acceptance of a proposal for evaluation, the Expert declares that there is no conflict of interest in the meaning of the Code of Ethics adopted with respect to Experts by the Council of the Centre and included in the compendium made available to the Expert, referred to in §3 clause 3.
  7. The Expert shall not accept for evaluation any proposal which is or may be a source of a conflict of interests. In the event of discovery of any circumstances which may affect the impartiality or reliability of the evaluation, upon acceptance of a proposal for evaluation, the Expert shall immediately notify the relevant Discipline Coordinator and shall immediately withdraw from the preparation of the evaluation concerned.

#### **§ 4.**

1. For the preparation of an evaluation of a single proposal the Expert shall receive the remuneration in the amount prescribed in the relevant regulation of a Minister competent in matters of science, in force as of the date hereof. Any amendment to the regulation in this respect during the term hereof shall result in an amendment to the contract. No written amendment hereto shall be required for that purpose. The Expert shall be notified each time of the amount of remuneration due in the Invitation to prepare the evaluation; the relevant amount will be quoted in Polish currency, i.e. in Polish Zlotys [PLN].
2. The Centre shall pay the remuneration due for the evaluation approved by the Centre within 90 days of the submission of the evaluation to the OSF system.
3. In the event that the Personal Information for Personal Income Tax Purposes, constituting Appendix No. 1 hereto or the documents referred to in § 4 clause 2, need to be corrected or supplemented, the 90-day time limit shall be extended for another such period as is necessary to obtain the correct data.
4. Failure by the Expert to submit duly prepared and complete documentation referred to in § 4 clause 2 within 60 days of approval of the evaluation by the Centre, shall release the Centre from the obligation

to pay the remuneration due to the Expert, to which the Centre consents.

5. The remuneration shall be paid via bank transfer to the bank account indicated by the Expert in the Personal Information for Personal Income Tax Purposes. The Centre shall not be liable for any delays or costs resulting from the fact that the account number provided by the Expert is incorrect or invalid.
6. The remuneration shall be deemed paid on the date the Centre ordered the relevant transfer to be undertaken.
7. The Centre shall not bear any charges and fees collected by foreign banks in the course of undertaking the money transfer to the bank account as indicated by the Expert, which may result in crediting the Expert's bank account with the amount of remuneration less the applicable foreign bank charges and fees incurred.

## **§ 5.**

1. For the remuneration referred to in § 4 clause 1, the Expert also transfers upon the Centre, at the time of submission of the evaluation to the Centre via the OSF system, all copyright in the prepared evaluation, hereinafter referred to as the "Work".
2. The Centre acquires the copyright in the evaluation, referred to in § 5 clause 1, with respect to the following fields of use:
  - a) use of the work for the purpose of performance of the Centre's tasks, including use in the course of call for proposal procedures organised by the Centre, use in relation to financing, supervising and settling research projects, post-doctoral internships and doctoral fellowships and for the purpose of the final subject-matter evaluation thereof, use for the purpose of conducting analysis, evaluation and control of the activities of the Centre and of the projects, internships and fellowships, use in connection with the executions of the rights of applicants to gain access to the content of evaluations without revealing the Expert's identity, use in the course of appeal procedures before the Board of Appeals of the Centre's Council;
  - b) disclosure of the work if so required under applicable provisions of law;
  - c) recording of the work by producing a copy thereof regardless of the technology deployed, including printing, reprography, magnetic recording, digital recording, saving to computer memory;
  - d) temporary and permanent multiplication of the work in part or in whole, including the production of a copy of the work deploying any technology mentioned in letter c) above;
  - e) marketing of the work, lending the original or any copy thereof;
  - f) public performance, presentation, display, or reproduction;
  - g) uploading to the OSF system and the network.
3. For the remuneration referred to in § 4 clause 1, along with the copyright the Centre also acquires the exclusive right to exercise derivative rights in the prepared evaluation, including the right to make or commission adaptations of the prepared evaluations, in particular to prepare short versions, summaries, translations, modifications and adaptations and to use and decide about the same, in particular with respect to the fields of use mentioned in § 5 clause 2.
4. The Expert shall not be entitled to any separate remuneration for the use of the work in each separate field of use.
5. Should the Expert resign from the remuneration for the preparation of the evaluation, the transfer of copyright shall take place free of charge.
6. The Expert warrants and represents that the performance of the present Contract shall not infringe the copyright of third parties.

## **§ 6.**

1. The Expert hereby consents that their personal data be included in the Centre's database and processed

in compliance with the Personal Data Protection Act of 29th August 1997 (O.J. [Dz. U.] of 2002, No. 101, Item 926, as amended), in particular for the purposes related to the performance of the Centre's tasks, referred to in § 5 clause 2 letter a). The Expert shall have the right to access their personal data and correct the same. Providing personal data is a prerequisite for the execution hereof.

2. In the event of a change in the Expert's personal or other data necessary to calculate the remuneration, as provided in the Personal Information for Personal Income Tax Purposes, the Expert shall immediately notify the Centre in writing of any such change.

#### **§ 7.**

1. This Contract is executed for an indefinite period.
2. This Contract shall be governed by Polish law.
3. The Execution of the Contract does not create any obligation on the part of the Centre to commission the Expert.
4. The Contract may be terminated by either party, subject to a one-month notice period.
5. Any amendments hereto shall be made in writing or else they shall be deemed null and void, unless any specific provisions in the Contract allow otherwise.
6. In matters not governed herein the provisions of the Civil Code shall apply.
7. Any dispute related to the performance hereof shall be settled by a common court competent for the Centre's registered seat.
8. The Appendices hereto shall constitute an integral part hereof.
9. This Contract is made in two copies, one to be received by each Party.

Kraków, 2015-03-08

.....

Centre

.....

the Expert

**Appendix No. 1** to the Contract concerning the preparation of evaluations of proposals submitted under open calls of the National Science Centre and concerning the transfer of copyright.

**Personal Information For Tax Purposes**

1. Family name:
2. First name:
3. Telephone:
4. Email:
5. Full address:
  - a. Country
  - b. Locality
  - c. Postal code
  - d. Street
  - e. Building number
  - f. Flat number
6. Postal address (if different from the address above):
  - a. Country
  - b. Locality
  - c. Postal code
  - d. Street
  - e. Building number
  - f. Flat number
7. Identification Data:
  - a. Father's name
  - b. Mother's name
  - c. Date of Birth (dd.mm.yyyy)
  - d. Place of Birth
  - e. Taxpayer identification number: tax identification number or social security number obtained in country of taxpayer residence. In the case of lack of such a number, the taxpayer should give the number of an identity document issued in that country.
  - f. Bank account number (IBAN, where relevant)
  - g. SWIFT code (or BIC, where relevant)
  - h. Bank name
8. Place of work (affiliation):

.....  
Date and place

.....  
Signature

**Appendix No. 2** to the contract concerning the preparation of evaluations of proposals submitted under open calls of the National Science Centre and the transfer of copyright.

## Receipt Template

ORIGINAL / COPY

RECEIPT NO ..... OF .....

TO THE CONTRACT NO .....

The Expert .....

(First name and surname)

Taxpayer identification number - tax identification number or social security number obtained in country of taxpayer residence: .....

Residence address: .....  
.....

Party approving the work:

**National Science Centre** (Narodowe Centrum Nauki), ul. Królewska 57, 30-081 Kraków

NIP 6762429638; REGON 121361537

For the performance of the task regarding the preparation of a evaluation of the proposal

No. ....  
(proposal registration No)

Gross amount due: PLN .....  
say: .....

Please transfer the amount due to the bank account indicated in the Personal Information for Personal Income Tax Purposes (Appendix No. 1 hereto).

.....  
(signature of the Expert)

## REPRESENTATION

As the author, I hereby warrant and represent that the tasks constituting the purpose of the contract constitute the Work in the meaning of the Copyrights and Derivative Rights Act of 4.02.1994 (O.J. of 2006, No. 90 Item 631 as amended) and my contribution in the creation thereof equalled 100%.

.....  
(date and Expert's signature)

\*delete as applicable