

Annex 6. Template of the Cooperation Development Support Agreement

## Cooperation Development Support Agreement No .....

co-financed by the funds

of the Norwegian Financial Mechanism 2014–2021 and the European Economic Area Financial Mechanism (EEA) 2014–2021

hereinafter referred to as the “**Agreement**”,  
concluded by and between:

**Polish Agency for Enterprise Development**, operating under the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2020, item 299),

with its registered office in Warsaw (postal code 00-834), at the following address: ul. Pańska 81/83, Tax ID NIP 526-25-01- 444, Polish National Business Registry No REGON 017181095, hereinafter referred to as “**PARP**”, represented by ...  
under Power of Attorney No ... of ...

and

(full name), hereinafter referred to as the “**Beneficiary**”, with its place of residence/registered office in ... (locality), postcode ..., street ..., entered in ..., Entry No ...

on the basis of the Power of Attorney of ..., a copy of which is attached as Annex 3 to the Agreement<sup>1</sup>,

hereinafter referred to as the “**Parties**”.

Having regard to the agreement on the Enterprise Development and Innovation Programme concluded between the Norwegian Ministry of Foreign Affairs and the Polish Minister of Investment and Development on 12 September 2019 and the agreement on the Bilateral Cooperation Fund under the European Economic Area Financial Mechanism 2014–2021 and the Norwegian Financial Mechanism 2014–2021 concluded between the Polish Minister of Investment and Development and the Committee for the EEA Financial Mechanism and the Norwegian Ministry of Foreign Affairs on 4 September 2018, the Parties conclude this Agreement.

### Clause 1: Legal Framework

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<sup>1</sup> If applicable.

1. The Beneficiary undertakes to perform the Agreement in accordance with the relevant legal provisions, in particular:
  - 1) Regulations on the Implementation of the European Economic Area (EEA) Financial Mechanism 2014–2021 adopted by the EEA Financial Mechanism Committee on 8 September 2016, pursuant to Article 10.5 of Protocol 38c to the EEA Agreement and approved by the Standing Committee of the EFTA States on 23 September 2016, and the Regulations on the Implementation of the Norwegian Financial Mechanism 2014–2021 adopted by the Norwegian Ministry of Foreign Affairs on 23 September 2016, pursuant to Article 10.5 of the Agreement between the Kingdom of Norway and the European Union on a Norwegian Financial Mechanism for the period 2014–2021, hereinafter referred to as the “**Regulations**”;
  - 2) the guidelines adopted by the Financial Mechanism Committee or the Norwegian Ministry of Foreign Affairs for the implementation of the EEA Financial Mechanism 2014–2021 and the Norwegian Financial Mechanism 2014–2021;
  - 3) Regulation of the Polish Minister of Development, Labour and Technology of 20 October 2020 on granting financial aid not related to operational programmes by the Polish Agency for Enterprise Development (Journal of Laws, item 1933, as amended), constituting a public aid scheme (reference number SA.101633), hereinafter referred to as the “**Regulation**”;
  - 4) Polish Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2020, item 299), hereinafter referred to as the “**PARP Act**”;
  - 5) Polish Act of 27 August 2009 on Public Finance (Journal of Laws of 2012, item 305, as amended), hereinafter referred to as the “**Public Finance Act**”;
  - 6) Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 of 24.12.2013, p. 1, as amended), hereinafter referred to as “**Regulation 1407/2013**”).
2. The documents referred to in Clause 1.1.1 to Clause 1.1.2 are available on the websites of <https://en.parp.gov.pl/component/site/site/norway-grants#learnmore> and <https://eeagrants.org/resources>.
3. The Beneficiary shall be obliged to apply the amended and new documents referred to in Clause 1.1.1 to Clause 1.1.2 from the date indicated in those documents.
4. The Beneficiary undertakes to perform the Agreement in accordance with Call for Proposals for Cooperation Development Support No 1/2022, hereinafter referred to as the “**Call for Proposals**”, available at <https://en.parp.gov.pl/component/site/site/travel-grants>.

## Clause 2: Subject Matter of the Agreement

1. The Agreement sets out the terms and conditions for the provision of support for development cooperation, hereinafter referred to as “**Support**”, and the rights and obligations of the Parties.
2. Support is intended for the organisation of one mission/two trade missions<sup>2</sup>, described in the Proposal for Cooperation Development Support (No 1 and No 2<sup>3</sup>) constituting Annex 1 to the Agreement, hereinafter also referred to as the “**Proposal**”.
3. The Beneficiary undertakes to organise one mission/two trade missions<sup>4</sup> and to carry out all the activities of the mission(s)<sup>5</sup> with due diligence and in accordance with the Agreement.
4. As part of each trade mission, the Beneficiary shall be obliged to participate in:
  - 1) at least one forthcoming edition of the trade fair or conference listed in the Proposal; and
  - 2) the Event organised by PARP in cooperation with Innovation Norway, during trade fairs or conferences listed in the Proposal, hereinafter referred to as the “**Event**”; and
  - 3) at least two meetings of a business nature with at least two different entities operating in the Republic of Poland, hereinafter referred to as the “**Meetings**”.
5. The trade mission shall be attended by the Beneficiary, their partner, a member of their body or a seconded employee, whereby the same (one) natural person may represent only one Beneficiary.
6. The first<sup>6</sup> trade mission may commence on ...<sup>7</sup>, at the earliest.
7. Support shall be paid on the condition that the trade fair, conference, the Event and the Meetings take place by 30 November 2023.
8. The Beneficiary may not transfer the rights, obligations or claims arising from the Agreement to another entity.
9. PARP shall not be liable for any damage incurred due to performance of the Agreement.
10. Support shall constitute de minimis aid granted under the Regulation.
11. The Beneficiary declares that the documents, declarations or information submitted to PARP in order to obtain Support before conclusion of the Agreement comply with the factual and legal status. With regard to the declarations included in Clause 5.3

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<sup>2</sup> Delete as appropriate.

<sup>3</sup> As above.

<sup>4</sup> As above.

<sup>5</sup> As above.

<sup>6</sup> Delete if not applicable.

<sup>7</sup> The day PARP sends information on the positive assessment of the Application.

(excluding letter c, third bullet point) of the Proposal, the Beneficiary declares that they are aware of criminal liability for making a false statement.

### **Clause 3: Amount of Support; Eligibility of Expenditure**

1. PARP shall grant Support to the Beneficiary for the development of cooperation<sup>8</sup>:
  - 1) of a lump sum of EUR 1,800/3,600 (in words: one thousand eight hundred/three thousand six hundred euro only) to cover the costs of one business trip abroad/two business trips abroad; and
  - 2) of an amount not exceeding EUR 200/400 (in words: two hundred/four hundred euro only) to cover the actual costs of trade fair admission tickets or the conference participation fees.
2. Eligible expenditure for Support for cooperation development shall be costs incurred<sup>9</sup>:
  - 1) for one business trip abroad of EUR 1,800 per trade mission (lump sum); and
  - 2) for trade fair admission tickets or conference participation fees, as defined in the Proposal, for a maximum of two people, up to a total of EUR 200 per trade mission (costs actually incurred).
3. The amount of Support for cooperation development may be 100% of the expenditure referred to in Clause 3.2.2<sup>10</sup>.
4. The period of eligibility of expenditure shall start on ... and end on ... .

### **Clause 4 Amendments**

1. The Agreement may be amended to the extent requested.
2. Where:
  - 1) the trade fair or conference listed in the Proposal is cancelled; and
  - 2) PARP amends Annex 2 to the Call for Proposals by listing other trade fairs or conferences;

the Beneficiary may take part in other trade fairs or conferences listed in Annex 2 to the Call for Proposals and in the Event regarding the subject area defined in the Proposal.
3. If the format of the trade fair or conference listed in the Proposal is changed to remote (online), the Beneficiary may participate in:
  - 1) the trade fair or conference and the Event organised remotely (online); or
  - 2) the next edition of the trade fair or conference and the Event; or

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<sup>8</sup> Keep the relevant provisions and delete the other provisions.

<sup>9</sup> Keep the relevant provisions and delete the other provisions.

<sup>10</sup> Delete, if the costs referred to in Clause 3.2.2 are not covered by Support.

- 3) other trade fairs or conferences listed in Annex 2 to the Call for Proposals and Event, in the subject area indicated in the Proposal.
4. In the case of a hybrid formula of the trade fair or conference listed in the Proposal, i.e. where part of their agenda will be followed at the place of its organisation and part will be remotely (online), the Beneficiary, within the trade mission, may participate in:
  - 1) the nearest edition of the selected trade fair or conference listed in the Proposal, either at the place of its organisation or remotely (online); and
  - 2) the information on the final formula of the Event will be published by PARP at least 30 days before the Event.
5. In the cases referred to in Clause 4.3 and Clause 4.4, the Meetings included in the trade mission cannot take place remotely (online).
6. The changes referred to in Clause 4.1 shall be made by the Beneficiary in the payment request.
7. PARP shall consider the changes referred to in Clause 4.6 as part of the payment request verification. PARP shall not approve these changes if they affect the evaluation criteria for the Proposal in a way that would result in rejection of that Proposal.

## **Clause 5: Payment of Support**

1. The Beneficiary shall submit the payment request to PARP within 30 days after the date of completion of the last<sup>11</sup> trade mission. The day of completion of the trade mission shall be the day of participation in the last of the activities listed in Clause 2.4.
2. The Beneficiary shall file the payment request according to the model prepared by PARP in Annex 7 to the Call for Proposals:
  - 1) in hard copy with handwritten signature(s), to the following address:  
Polish Agency for Enterprise Development  
ul. Pańska 81/83  
00-834 Warsaw
  - or
  - 2) in electronic form with qualified electronic signature(s) (in PDF format) to:  
[travelgrants@parp.gov.pl](mailto:travelgrants@parp.gov.pl).
3. Together with the payment request, the Beneficiary shall attach for each trade mission completed:
  - 1) in the case of applying only for payment of a lump sum covering the costs of a business trip abroad:
    - a) boarding passes or other documents proving the fact of having travelled abroad on the business trip (dates, route and destination) by one of the

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<sup>11</sup> Delete if not applicable.

- persons referred to in Clause 2.5; and
- b) confirmation of participation in the Meetings, Event and trade fairs or conferences listed in the Proposal, in accordance with the model in Annex 8 to the Call for Proposals, with handwritten signature(s) or qualified electronic signature(s), as appropriate;
- 2) in the case of applying for payment of lump sums covering costs of business trips abroad and refund of trade fair admission tickets or conference participation fees:
- a) boarding passes or other documents proving the fact of having travelled abroad on business trips (dates, route and destination) by persons referred to in Clause 2(5) who participated in those trade fairs or conferences (maximum two); and
  - b) confirmation of participation in the Meetings, Event and trade fairs or conferences, as listed in the Proposal, in accordance with the model in Annex 8 to the Call for Proposals, with handwritten signature(s) or qualified electronic signature(s), as appropriate; and
  - c) copies of accounting documents (invoices or documents of equivalent probative value) together with proofs of payment, confirming that the admission tickets to the trade fair or the fees for participation in conference were incurred, and they must be described in a way which makes allows them to be linked to the trade fair or conference listed in Annex 2 to the Call for Proposals (when applying for reimbursement of these)<sup>12</sup>.

The Beneficiary shall include in the accounting documents at least the Agreement number.

4. PARP shall verify and approve the payment request within 30 days after the day when it received a complete payment request correctly filled in. If the payment request has omissions or errors, at PARP's request the Beneficiary shall submit any missing or corrected documents within 7 days after the date when PARP sent the request to remedy via email.
5. The condition for the payment of Support shall be the approval of the payment request by PARP, confirming the completion of particular trade missions and incurring expenses in accordance with the Agreement, subject to Clause 4.7.
6. Support shall be paid to the Beneficiary's EUR bank account number .....
7. Support shall be paid within 21 days after the date when PARP approved the payment request.
8. PARP shall not be liable for any delay or lack of Support payment for reasons not

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<sup>12</sup> If accounting documents are submitted in a currency other than EUR, their value will be converted into EUR according to the monthly exchange rate of the European Commission published on InforEuro website ([ec.europa.eu/budg/inforeuro/index#!/convertor](http://ec.europa.eu/budg/inforeuro/index#!/convertor)) applicable on the day the cost is actually incurred. The risk of exchange rate differences shall be borne by the Beneficiary.

attributable to PARP; in particular, the Beneficiary shall not be entitled to compensation on that account.

9. The Beneficiary shall be required to maintain a separate accounting system or an adequate accounting code for all transactions and operations relating to Support granted to it under the Agreement.
10. The Beneficiary shall be obliged to cover from its own funds any non-eligible costs, as well as costs exceeding the limits of Support defined in Clause 3.1, related to Support granted under the Agreement.
11. PARP shall provide the Beneficiary with electronic information on the result of the payment request verification immediately after its completion.
12. PARP may suspend payments for justified reasons, in particular in case of reservations concerning the correctness of Agreement performance, until the reservations are finally explained.
13. PARP shall not be liable in case the payment is made to the wrong bank account for reasons attributable to the Beneficiary. All the consequences, including the costs of claiming the funds constituting the unjust enrichment of a third party, shall be borne by the Beneficiary. The Beneficiary shall be jointly and severally liable with the person unjustly enriched and, at PARP's request, shall return the full amount of the funds transferred to the wrong bank account.

## **Clause 6: Personal Data Protection**

The Beneficiary shall be obliged to perform towards the participants of the activities covered by Support<sup>13</sup> the information obligation referred to in Articles 13–14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation 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, 4.5.2016, p. 1, as amended). The information for the participant in Supported activities is attached as Annex 2 to the Agreement.

## **Clause 7: Monitoring, Audit and Evaluation**

1. PARP, an authorised body, or another authorised body (such as the National Focal Point, Audit Authority (Ministry of Finance), Norwegian Ministry of Foreign Affairs, Office for Financial Mechanisms in Brussels, EEA Financial Mechanism Committee, EFTA Board of Auditors, Office of the Auditor General of Norway and entities authorised to

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<sup>13</sup> Participants in Supported activities: external bodies whose personal data have been included in the Proposal for Cooperation Development Support and the payment request.

act on their behalf) may carry out monitoring, audit and evaluation with regard to the performance of the Agreement by the Beneficiary, at the place of performance or at the premises of the Beneficiary.

2. At the request of the entities referred to in Clause 7.1, the Beneficiary shall be obliged to:
  - 1) provide immediate and full access to all information, documents (including those kept in electronic document management systems), sites and persons connected with the performance of the Agreement, subject to the restrictions imposed by the applicable national laws;
  - 2) provide all information and documents (including those kept in electronic document management systems) relating to the performance of the Agreement to the extent and at the times indicated by them;
  - 3) ensure the presence of persons competent to provide information and explanations relating to the performance of the Agreement;
  - 4) participate in interviews, surveys and evaluation studies;
  - 5) cooperate with the entities referred to in Clause 7.1.
3. Monitoring, audit and evaluation may be carried out during the period:
  - 1) from the date of conclusion of the Agreement until the lapse of 5 years counting from the date of adoption of the Final Strategic Report by the Norwegian Ministry for Foreign Affairs and the Financial Mechanism Committee;
  - 2) 10 years after the date of conclusion of the Agreement;whichever is later.

PARP shall inform the Beneficiary about the date of adoption of the report.
4. In the period referred to in Clause 7.3, the Beneficiary shall be required to keep the documentation related to the Agreement (including the documentation related to the de minimis Aid, expenditures and audits). The Beneficiary shall be required to keep the original documents or certified copies of the original documents and books of account on commonly recognised data carriers.
5. PARP shall reserve the right to contact the entities with which the Beneficiary had the Meetings in order to confirm the information provided in the payment request.
6. The Beneficiary shall immediately report any risks or irregularities in the implementation of the project.
7. PARP or the authorised entity shall send a notification to the Beneficiary about the planned monitoring at least 5 working days<sup>14</sup> before the date of its commencement. In justified cases, in particular at the request of an entity other than PARP, authorised to

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<sup>14</sup> Whenever the Agreement refers to working days, it shall be understood as days from Monday to Friday with the exception of public holidays under the Act on Public Holidays of 18 January 1951 (Journal of Laws 2020, item 1920).



perform monitoring, in case PARP learns about suspicion of irregularities in the performance of the Agreement or other significant infringements on the part of the Beneficiary, monitoring can be carried out without prior notice.

8. PARP or the authorised entity, within 15 working days after the date of completion of monitoring submits, in writing, a monitoring report. The monitoring report may include recommendations along with the deadline for their implementation by the Beneficiary.
9. The Beneficiary shall provide the signed monitoring report within 10 working days of its delivery to the Beneficiary.
10. The Beneficiary may submit in writing their standpoint or objections to the monitoring report within 10 working days after the date of its delivery to the Beneficiary. PARP shall consider the reservations within 10 working days after the date of their submission. If the reservations are accepted, PARP shall send a corrected report. If the reservations are denied, PARP shall communicate a written position with grounds.
11. The Beneficiary shall forward the corrected monitoring report signed, within 10 working days of its delivery to the Beneficiary.
12. In the case of refusal to sign the monitoring report or the corrected monitoring report, the Beneficiary shall provide written justification of the refusal to sign the report together with one copy of the unsigned report within 10 working days after the date of delivery of the report to the Beneficiary or PARP's standpoint not considering the reservations. The refusal to sign the report does not suspend the implementation of recommendations by the Beneficiary.
13. Clause 7.7 to Clause 7.12 shall apply to the monitoring by the National Focal Point accordingly.

## **Clause 8: Information and Communication**

The Beneficiary shall be required to inform the general public about Support received under this Agreement, in accordance with the communication plan set out in the Proposal.

## **Clause 9: Termination**

1. The Agreement may be terminated by either Party upon 14 days' notice. Termination shall be in writing or in electronic form or else shall be null and void and shall state the reasons for termination.
2. PARP may terminate the Agreement without notice, in writing or electronically, under the pain of nullity, in case of non-performance or improper performance of the Agreement by the Beneficiary, in particular when:
  - 1) the Beneficiary has failed to submit the payment request within the time limit;
  - 2) when applying for or being granted Support or performing the Agreement, the

- Beneficiary has failed to disclose documents, declarations or information of significance for granting Support or performance of the Agreement or documents, declarations or information which are untrue, unreliable, false, forged, altered, incomplete or giving rise to reasonable doubts as to their truthfulness and reliability;
- 3) PARP shall not agree to changes in the case referred to in Clause 4.7;
  - 4) the Beneficiary has refused or obstructed the monitoring, audit or evaluation or fails to follow the recommendations of the monitoring report or the corrected monitoring report;
  - 5) the Beneficiary does not fulfil the obligation to inform the public of Support received pursuant to Clause 8;
  - 6) other circumstances occur which render further performance of the Agreement impossible or inexpedient.
3. In the event of termination pursuant to Clause 9.1 to Clause 9.2, the Beneficiary shall not be entitled to compensation.
  4. The Beneficiary shall not be liable for non-performance or improper performance of the Agreement due to force majeure. The Beneficiary shall be obliged to immediately inform PARP about the occurrence of force majeure and lend credence to the existence of force majeure, indicating its impact on non-performance or improper performance of the Agreement.

## **Clause 10: Support Return and Recovery**

1. In the case of termination of the Agreement, the Beneficiary shall return Support within 14 days after the date of delivery of the request, along with interest at the rate set for tax arrears, calculated from the date of transfer of funds to the Beneficiary's bank account to the date of their return. Support shall be returned to the bank account indicated by PARP in the request with the indication of:
  - 1) Agreement number;
  - 2) information on principal and interest;
  - 3) the transfer name as the return;
  - 4) the year in which the funds to be refunded were transferred.
2. In the case of:
  - 1) misusing Support;
  - 2) using Support in breach of the procedures referred to in Article 184 of the Public Finance Act;
  - 3) receiving support unduly or in excess;Article 207 of the Public Finance Act shall apply.

## Clause 11: Communication of the Parties

1. The Parties shall provide for the following forms of communication in the performance of the Agreement, in particular:
  - 1) by registered mail;
  - 2) by courier service;
  - 3) by email.
2. If the Agreement does not provide otherwise, any declarations, requests and notifications of the Parties shall be deemed delivered on the date of delivery of a registered letter sent with the acknowledgement of receipt, receiving of a courier mail or sending of correspondence to the email stated in Clause 11.6.2.
3. Correspondence shall be deemed to have been delivered if the Beneficiary has failed to notify about a change in the correspondence details or if the correspondence sent is returned.
4. If the Beneficiary refuses to accept the correspondence, it shall be deemed to have been delivered on the date of the Beneficiary's statement of refusal.
5. Correspondence related to the performance of the Agreement shall bear the Agreement number.
6. The addresses for service of correspondence to the Beneficiary shall be as follows:
  - 1) address for service by registered letter and courier service: ... ;
  - 2) email: ... .
7. In the case of change of the data referred to in Clause 11.6, the Beneficiary shall be obliged to immediately notify PARP of this fact. Until the notification, the correspondence sent to the former address shall be considered delivered.

## Clause 12: Final Provisions

1. Any disputes arising out of or in connection with the performance of the Agreement shall be settled by a court competent for PARP's registered office. In the scope not provided for by the Agreement, the Polish law shall apply.
2. The Agreement has been drawn up and signed in two counterparts, one for each Party<sup>15</sup>.
3. The Agreement is concluded as of the date of signature by the last of the Parties.
4. The Annexes shall form an integral part of the Agreement.
5. The Agreement has been drawn up in Polish and English language versions. In the event

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<sup>15</sup> Delete if the Agreement is concluded electronically and insert the information, "The Agreement has been concluded electronically."

of any discrepancy, the Polish version shall prevail.

**Polish Agency for Enterprise Development**

Date: ...

Signed by: ...

**Beneficiary**

Date: ...

Signed by: ...

**Annexes:**

1. Proposal for Cooperation Development Support.
2. Information for the Participant in Supported Activities.
3. Copy of Power of Attorney of ....<sup>16</sup>

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<sup>16</sup> If applicable.