

Annex 5: Template of the Agreement on Cooperation Development Support

### **Agreement No. .... on Cooperation Development Support**

co-financed from

Norwegian Financial Mechanism 2014-2021 and European Economic Area (EEA) Financial Mechanism 2014-2021

referred to as the "**Agreement**"

concluded between:

**Polish Agency for Enterprise Development** acting pursuant to the Act on the Establishment of the Polish Agency for Enterprise Development of 9 November 2000 (Journal of Laws of 2004, item 419), with registered office in Warsaw (postal code 00-834), [at:] ul. Pańska 81/83, holder of NIP [tax identification number] 526-25-01- 444, REGON [statistical number] 017181095, referred to as "**PARP**," represented by: ...  
pursuant to power of attorney no. ... dated ...

and

(name), hereafter referred to as "**Beneficiary**," / with registered office in ... (locality), postal code ..., street ..., registered in ..., under number ... .

pursuant to a power of attorney dated ..., a copy of which is annexed as Annex 3 to the Agreement,<sup>1</sup>

hereinafter referred to as the "**Parties**."

Having regard to the Agreement on the "Entrepreneurship Development and Innovation" Programme concluded between the Norwegian Ministry of Foreign Affairs and the 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 Minister of Investment and Development and the EEA Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs on 4 September 2018, the Parties conclude this Agreement.

## **§ 1. Legal framework**

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<sup>1</sup> If applicable.

1. The Beneficiary agrees to perform the Agreement in accordance with the relevant legal regulations, in particular in accordance with:
  - 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, in accordance with Article 10.5 of Protocol 38c to the EEA Agreement and approved by the Standing Committee of the EFTA States on 23 September 2016, as amended, 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, in accordance with Article 10.5 of the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism for the period 2014-2021, as amended;
  - 2) 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 Minister of Development, Labour and Technology of 20 October 2020 on the Polish Agency for Enterprise Development Granting Financial Assistance Not Related to Operational Programmes (Journal of Laws, item 1933, as amended), hereinafter referred to as the "**Regulation**";
  - 4) Act on the Establishment of the Polish Agency for Enterprise Development of 9 November 2000;
  - 5) Act on Public Finance of 27 August 2009 (Journal of Laws of 2023, item 1270, as amended), hereinafter referred to as the "**Public Finance Act**".
2. The documents referred to in paragraph 1(1)-(2) are available at:  
<https://www.parp.gov.pl/funduszenorweskie> and  
<https://www.eog.gov.pl/strony/zapoznaj-sie-z-funduszami/podstawy-prawne/>.
3. The Beneficiary is obliged to apply the amended and new documents referred to in paragraph 1(1)-(2) as of the date identified in the documents.
4. The Beneficiary undertakes to perform the Agreement in accordance with the Call for Proposals 1/2024: Cooperation Development Support, hereinafter referred to as the "**Call**," available at: <https://en.parp.gov.pl/component/site/site/travel-grants-for-norwegian-clusters>

## § 2. Subject matter of the Agreement

1. The Agreement sets forth the terms and conditions for the provision of the cooperation development support, hereinafter referred to as the "**Support**," as well as the rights and obligations of the Parties.

2. The Support is for participation in the study visit referred to in Annex 1 to the Call, in accordance with the Application for Cooperation Development Support annexed as Annex 1 to the Agreement, also referred to as the "**Application**".
3. The Beneficiary undertakes to participate in the study visit and attend all accompanying events, in accordance with Annex 1 to the Call.
4. The study visit is attended by one/two person(s) representing the Beneficiary, responsible for the development of international cooperation and internationalization of the cluster, and the same (one) natural person may represent only one Beneficiary.<sup>2</sup>
5. The study visit may begin at the earliest on ...<sup>3</sup>
6. The Support will be disbursed on the condition that the study visit takes place no later than 30.11.2024.
7. The Beneficiary must not transfer to another entity the rights, obligations or receivables under the Agreement.
8. PARP will not be liable for damages arising from the performance of the Agreement.
9. The support is *de minimis* aid granted under the Regulation.<sup>4</sup>
10. The Beneficiary declares that the documents, declarations or information submitted to PARP for the purpose of obtaining support prior to the conclusion of the Agreement comply with the facts and the legal status. With regard to the declarations made in the Application – point 5.2 (excluding letter (b) dot three), the Beneficiary declares that the Beneficiary is aware of the criminal liability for making a false statement.

### **§ 3. Amount of support, eligibility of expenditure**

1. PARP provides cooperation development support to the Beneficiary for the study visit in a lump sum:  
of EUR 3,372 (say: three thousand three hundred and seventy-two, 00/100) to cover the costs of foreign business trip of two persons representing the Beneficiary, including EUR 1,686 (say: one thousand six hundred and eighty-six, 00/100) per each person /  
EUR 1,686 (say: one thousand six hundred and eighty-six 00/100) to cover the costs of foreign business trip of one person representing the Beneficiary.<sup>5</sup>
2. The expenditure eligible for the cooperation development support comprises costs incurred for foreign business trip  
of two persons representing the Beneficiary in the amount of EUR 3,372 (say: three thousand three hundred and seventy-two, 00/100) (lump sum), including EUR 1,686

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

<sup>3</sup> The day on which PARP sends information about the positive evaluation of the Application.

<sup>4</sup> Delete if the Beneficiary is not engaged in business activities.

<sup>5</sup> Delete as appropriate.

(say: one thousand six hundred and eighty-six 00/100) (lump sum) for each person / of one person representing the Beneficiary in the amount of EUR 1,686 (say: one thousand six hundred eighty-six 00/100) (lump sum).<sup>6</sup>

3. The period of expenditure eligibility begins on .... and ends on ... .

#### **§ 4. The procedure and scope of amending the Agreement**

1. The Agreement may be amended to the extent requested.
2. In the event that PARP amends Annex 1 to the Call, the Beneficiary may still participate in the changed study visit format without having to revise the Application.
3. The amendments referred to in paragraphs 1 and 2 will be provided by the Beneficiary in the Payment Request.
4. PARP considers the amendments referred to in paragraph 3 as part of the verification of the Payment Request. PARP does not agree to amendments which affect the fulfilment of the Application evaluation criteria in a way that would result in negatively evaluating the Application.

#### **§ 5. Rules for support disbursement**

1. The Beneficiary will submit a Payment Request to PARP within 30 days from the end date of the study visit or within 7 days from the date of the Agreement, whichever comes later. The date of crossing the border of the Kingdom of Norway during the return trip from the study visit is considered to be the end date of the study visit. The date should be evident from the documents annexed to the Payment Request in section "VI. Annexes to the Request", in the field "Boarding passes or other documents confirming the foreign business travel".
2. The Beneficiary will submit a Payment Request as per the template PARP specified in Annex 6 to the Call:
  - 1) in hard copy with handwritten signature(s), to the address:  
Polish Agency for Enterprise Development  
[at:] ul. Pańska 81/83  
00-834 Warsaw
  - or
  - 2) in electronic format with qualified electronic signature(s) (in PDF format) to the following address [travelgrants@parp.gov.pl](mailto:travelgrants@parp.gov.pl).
3. The Beneficiary will attach to the Payment Request boarding passes or other documents confirming the foreign business trip (dates, route, destination) by one/two person(s)

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<sup>6</sup> Delete as appropriate.

who participated in the study visit(s) referred to in § 2(4).<sup>7</sup>

4. PARP verifies and approves the Payment Request within 30 days of receiving a correctly filled out and complete Payment Request. If the Payment Request contains deficiencies or errors, the Beneficiary must, upon PARP's request, submit any missing or revised documents within 7 days from the date of the email request.
5. Support disbursement is contingent on approval of the Payment Request by PARP that confirms the study visit has been made and expenditure incurred in accordance with the Agreement, subject to § 4(4).
6. The support will be disbursed to the Beneficiary's EUR bank account no ....
7. The support will be disbursed within 21 days from the date PARP approves the Payment Request.
8. PARP is not liable for the delay or non-disbursement of support due to reasons beyond PARP's control, in particular, the Beneficiary is not entitled to compensation on this account.
9. The Beneficiary will be required to maintain a separate accounting system or enter an appropriate accounting code for all transactions and operations related to the support provided to the Beneficiary under the Agreement.
10. The Beneficiary will be obliged to cover, with the Beneficiary's own funds, any non-eligible costs, as well as costs exceeding the support limit specified in § 3(1), related to the support provided under the Agreement.
11. PARP will inform the Beneficiary electronically of the result of the verification of the Payment Request immediately after its completion.
12. PARP may suspend payment for legitimate reasons, in particular in the case of objections to the proper performance of the Agreement, until the objections have finally been resolved.
13. PARP is not liable if payments are made to the wrong bank account for reasons attributable to the Beneficiary. All consequences, including the costs of claiming funds that constitute unjust enrichment of a third party, will be borne by the Beneficiary. The Beneficiary is jointly and severally liable with the unjustly enriched person and is obliged to refund the full amount of funds transferred to the wrong bank account at the request of PARP.

## § 6. Personal data protection

The Beneficiary is required to follow the information obligation with regard to the Participants of the Supported Activities,<sup>8</sup> the obligation being outlined in Article 13-14

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<sup>7</sup> Delete as appropriate.

<sup>8</sup> Participants of the supported activities - third party entities whose personal data are included in the

of the Regulation of the European Parliament and of the Council (EU) 2016/679 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). Information for the Participants of the Supported Activities represents Annex 2 to the Agreement.

## **§ 7. Monitoring, auditing and evaluation**

1. PARP, an authorised entity or other authorised entity (such as: the National Focal Point, the Audit Institution (Ministry of Finance), the Norwegian Ministry of Foreign Affairs, the Financial Mechanism Office in Brussels, the EEA Financial Mechanism Committee, the EFTA Board of Auditors, the Office of the Auditor General of Norway and entities authorised to act on their behalf) may conduct monitoring, auditing and evaluation of the Agreement's performance of by the Beneficiary, at the site of the activities or at the premises of the Beneficiary.
2. At the request of the entities referred to in paragraph 1, the Beneficiary is obliged:
  - 1) to provide immediate and full access to all information, documents (including those stored in electronic document management systems), places and persons related to the performance of the Agreement, subject to the restrictions under applicable national laws;
  - 2) to provide all information and documents (including those stored in electronic document management systems) related to the performance of the Agreement to the extent and within the timeframe indicated by the entities;
  - 3) to ensure the attendance of persons competent to provide information and explanations related to the performance of the Agreement;
  - 4) to participate in interviews, surveys and evaluation studies;
  - 5) to cooperate with the entities named in paragraph 1.
3. Monitoring, auditing and evaluation can be conducted in the following period:
  - 1) from the date of the Agreement until 5 years after the adoption of the final Strategic Report by the Norwegian Ministry of Foreign Affairs and the Financial Mechanism Committee;
  - 2) 10 years from the date of the Agreementwhichever comes later. PARP will inform the Beneficiary of the date of the report approval.
4. During the period referred to in paragraph 3, the Beneficiary will be obliged to keep documentation related to the Agreement (including documentation related to *de*

*minimis* aid granted, expenditure and audits). The Beneficiary will be obliged to keep in original or certified copies of documents and accounts, on commonly recognized data carriers.

5. The Beneficiary will immediately report any risks or irregularities in the implementation of the project.
6. PARP or an authorised entity sends a notice to the Beneficiary about the envisaged monitoring no later than 5 working days<sup>9</sup> before its commencement date. Whenever justified, especially at the request of an entity authorised to conduct monitoring (other than PARP), in case PARP becomes aware of suspected irregularities in the Agreement performance or other significant deficiencies on the part of the Beneficiary, monitoring may occur at no prior notice.
7. Within 15 working days from the end date of monitoring, PARP or an authorised entity will provide, in writing, a report on the monitoring conducted. The report may include recommendations with a deadline for their implementation by the Beneficiary.
8. The Beneficiary will provide the signed monitoring report within 10 working days of its delivery to the Beneficiary.
9. The Beneficiary may submit in writing the Beneficiary's position or objections regarding the monitoring report within 10 working days of its delivery to the Beneficiary. PARP will consider the objections within 10 working days from the date of delivery of the objections. If the objections are allowed, PARP will submit a revised report. If the objections are not allowed, PARP will provide its position in writing with the reasons outlined.
10. The Beneficiary will provide the signed and revised monitoring report within 10 working days of its delivery to the Beneficiary.
11. If the Beneficiary refuses to sign a monitoring report or a revised monitoring report, the Beneficiary will provide written reasons for refusal to sign the report along with one copy of the unsigned report within 10 working days from the date of delivery to the Beneficiary of the report or PARP's position which does not allow the objections. Refusal to sign the report does not stop the Beneficiary from implementing the recommendation.
12. The provisions of paragraphs 6-11 will apply *mutatis mutandis* to monitoring conducted by the National Focal Point.

## **§ 8. Information and communication**

The Beneficiary is obliged to inform the public about the support received under this

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<sup>9</sup> Whenever the Agreement refers to working days, it will be understood to refer to days from Monday to Friday, excluding public holidays under the Public Holidays Act of 18 January 1951 (Journal of Laws of 2020, item 1920).

Agreement, in accordance with the communication plan presented in the Application.

## **§ 9. Termination of the Agreement**

1. The Agreement may be terminated by either Party upon 14 days' notice. Termination will be in writing or in electronic format under pain of nullity and will include the reasons for termination.
2. PARP may terminate the Agreement without notice, either in writing or in electronic format under pain of nullity, in the event of non-performance or improper performance of the Agreement by the Beneficiary, in particular:
  - 1) when the Beneficiary has failed to timely submit the Payment Request;
  - 2) when the Beneficiary (at the stage of applying for or granting support or performing the Agreement) has failed to disclose documents, declarations or information relevant to the granting of support or performance of the Agreement, or has provided documents, declarations or information that are untrue, unreliable, false, forged, altered, incomplete or that raise reasonable doubts as to their truthfulness and reliability;
  - 3) when PARP does not agree to amendments in the case referred to in § 4(4);
  - 4) when the Beneficiary has refused to undergo monitoring, auditing or evaluation, or obstructs their conduct, or has failed to implement recommendations arising from the report or from the revised report on the monitoring conducted;
  - 5) when the Beneficiary does not meet the obligation to inform the public about the support received in accordance with § 8;
  - 6) when other circumstances occur that make further performance of the Agreement impossible or inexpedient.
3. In the event the Agreement is terminated pursuant to paragraphs 1-2, the Beneficiary will not be entitled to compensation.
4. The Beneficiary will not be liable for non-performance or improper performance of the Agreement due to force majeure. The Beneficiary is obliged to immediately inform PARP of the occurrence of force majeure and make probable the occurrence of force majeure while identifying its impact on the non-performance or improper performance of the Agreement.

## **§ 10. Repayment of support and recovery of funds**

1. In the event the Agreement is terminated, the Beneficiary will repay the support received within 14 days from the date of delivery of the request, along with interest at the rate specified for tax arrears running from the date of transfer of funds to the Beneficiary's bank account until the date of their repayment. Support will be repaid to



the bank account specified by PARP in the request which will identify the following:

- 1) Agreement number;
  - 2) information on the principal and interest amounts;
  - 3) title of the repayment;
  - 4) the year in which the funds to which the repayment relates were transferred.
2. In the case of:
- 1) misuse of support;
  - 2) use of support in violation of the procedures referred to in Article 184 of the Public Finance Act;
  - 3) taking support unduly or in an excessive amount, Article 207 of the Public Finance Law will apply.

## **§ 11. Communication of the Parties**

1. The Parties specifically provide for the following forms of communication in the performance of the Agreement:
  - 1) by registered mail;
  - 2) by courier service;
  - 3) via email.
2. Unless otherwise provided for in the Agreement, all declarations, requests and notices of the Parties will be deemed delivered as of the date of delivery by registered letter sent with acknowledgement of receipt, receipt of courier service, sending of correspondence to the e-mail address identified in paragraph 6(2).
3. Correspondence is considered to have been delivered if the Beneficiary has not informed of a change in mailing details or the correspondence sent is returned.
4. If the Beneficiary refuses to accept the correspondence, it is considered to have been delivered on the date of the Beneficiary's refusal.
5. Correspondence related to the performance of the Agreement should bear the Agreement number.
6. Addresses for delivery of correspondence to the Beneficiary are as follows:
  - 1) address for delivery by registered mail and courier ... ;
  - 2) electronic mail (e-mail) address ... .
7. In the event of a change in the data referred to in paragraph 6, the Beneficiary is obliged to immediately notify PARP accordingly. Until such time as notice is given, correspondence sent to the existing address will be deemed to have been delivered.

## **§ 12. Final provisions**

1. Any disputes arising in connection with the performance of the Agreement will be resolved by a court with jurisdiction over the registered office of PARP. For matters not regulated in the Agreement, the Polish law will apply.
2. The Agreement has been drawn up and executed in two counterparts, one for each Party.<sup>10</sup>
3. The Agreement is concluded as of the date of signature by the last Party.
4. The Annexes are an integral part of the Agreement.
5. The Agreement was drawn up in Polish and English language versions. In case of discrepancies, the Polish version will prevail.

### **Polish Agency for Enterprise Development**

Date: ...

Signature: ....

### **Beneficiary**

Date: ...

Signature: ...

### **Annexes:**

1. Application for Cooperation Development Support
2. Information for the Participants of the Supported Activities.
3. Copy of power of attorney dated ... .<sup>11</sup>

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<sup>10</sup> Delete in case the Agreement is concluded electronically and insert the provision "The Agreement was concluded electronically."

<sup>11</sup> If applicable.