

**Regulations for the performance of tasks
requested by the National Science Centre by the Experts**

§ 1.

The Regulations lay down the terms and conditions under which the NCN shall request Experts to perform the tasks mentioned in Article 22 of the Act of 30 April 2010 on the National Science Centre (Journal of Laws of 2019, item 1384) and other tasks, as well as the terms and conditions of the performance thereof by the Experts.

§ 2.

Whenever this document refers to:

- 1) the **Act**, it shall mean the Act on the National Science Centre of 30 April 2010 (consolidated text in Journal of Laws of 2019, item 1384);
- 2) **Audit Team**, it shall mean a team appointed by the Director to conduct the audit procedure;
- 3) **Code of Ethics**, it shall mean Order No 81/2019 of the Director enacting the Code of Ethics for Experts of the National Science Centre, dated 13 December 2019, and should the foregoing be repealed and replaced, another order by the Director governing the performance by the Expert of Tasks commissioned by the NCN;
- 4) **Director**, it shall mean the Director of the National Science Centre;
- 5) **Expert**, it shall mean an expert referred to in Article 22 (1) – (3) of the Act or an expert who is a member of the Audit Team referred to in Article 34 (3) (2);
- 6) **Expert Team**, it shall mean the team defined in Article 22 (1) of the Act.
- 7) **GDPR**, it shall mean 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;
- 8) **Information for Tax Purposes**, it shall mean the electronic form “*Information for Personal Income Tax Purposes*”, including the Expert’s contact details and data necessary to settle accounts with the Expert for any work performed for the benefit of the NCN;
- 9) **Invitation**, it shall mean a proposal to perform the Tasks commissioned by the NCN, extended to the Expert by e-mail or in writing;
- 10) **Meeting**, it shall mean a day-long meeting of the Expert Team;
- 11) **NCN**, it shall mean the National Science Centre with its registered office in Krakow;
- 12) **NCN Representative**, it shall mean an employee of the NCN who sends an Invitation to the Expert and is named as the contact person and the person who coordinates the performance of the Tasks commissioned by the NCN;
- 13) **Order**, it shall mean (i) Order No 66/2020 of the NCN Director on the remuneration of experts for services provided to the National Science Centre, dated 13 August 2020, or (ii) Order No 80/2019 of the Director on the remuneration of experts under the GRIEG call for proposals, dated 10 December 2019, or (iii) Order No 73/2020 of the Director on the remuneration of experts under the POLS call for proposals, dated 15 September 2020, and in the event that these are repealed and replaced with other orders, it shall mean other orders issued by the Director to govern the remuneration of experts for services provided in relation to the Tasks commissioned by the NCN;
- 14) **Personal Data**, it shall mean the personal data as defined in the GDPR, stored in the “Database of principal investigators and co-investigators, as well as other persons involved in research funding” and the “Database of experts evaluating proposals and projects”, processed by the Expert for the purposes of performing the Tasks requested by the NCN;
- 15) **Regulations**, it shall mean these regulations governing the performance by Experts of the Tasks commissioned by the National Science Centre;
- 16) **Remission Team**, it shall mean a team appointed pursuant to Order No 25/2020 of

the Director on the procedure for reviewing applications to remit, delay or arrange instalments for the financial liabilities resulting from settlements of the funds awarded under Article 33 (1) of the Act, dated 15 April 2020, and should the foregoing be repealed and replaced, another order by the Director governing the procedure for reviewing applications to remit, delay or arrange instalments for the financial liabilities;

- 17) **Review**, it shall mean an individual opinion drafted by an Expert, whose subject-matter covers:
 - a. the evaluation of proposals submitted under the calls launched by the National Science Centre; or
 - b. a merit-based evaluation related to the settlement of awarded funds; or
 - c. another evaluation related to the performance of the Tasks of the National Science Centre and, in particular, the evaluation of proposals submitted under Article 35 (a) of the Act;
- 18) **Scientific Coordinator**, it shall mean the employee of the NCN responsible for organising the work of Expert Teams and conducting calls for research proposals in one scientific discipline or a group of several scientific disciplines, including, in particular, ensuring their proper, impartial and accurate operation;
- 19) **Session**, it shall mean all meetings of the Expert Team held at a given stage of merit-based evaluation;
- 20) **Tasks**, it shall mean the drawing up of Reviews or performing other Tasks requested by the NCN and, in particular, participating in Team Meetings or performing duties in the Audit Team or Remission Team;
- 21) **Travel Expenses Order**, it shall mean Order No 2/2018 of the Director on the conditions for reimbursing travel expenses to domestic members of the Expert Teams, dated 16 January 2018, or Order No 50/2019 of the Director on the conditions for reimbursing travel expenses to foreign members of the Expert Teams, dated 26 July 2019, and should the foregoing be repealed and replaced by other orders, Director's other orders on the conditions for reimbursing travel expenses to domestic or foreign members of the Expert Teams; and
- 22) **ZSUN/OSF**, it shall mean an Integrated System of Services for Science/Service Financing Streams, designed to register and process funding proposals submitted to the NCN and to integrate related processes.

§ 3.

The Tasks shall be commissioned to the Expert once an Invitation has been sent to the Expert and the Expert has accepted the Invitation.

§ 4.

1. The Invitation shall be delivered to the Expert by the NCN Representative by e-mail or in writing.
2. The Invitation shall include the following in particular:
 1. the subject-matter of the Tasks;
 2. the deadline by which the Invitation must be accepted and the Tasks performed;
 3. the gross remuneration due to the Expert for the performance of the Tasks;
 4. the name of the NCN Representative; and
 5. other terms and conditions governing the performance of the Tasks.
3. The Expert shall accept the Invitation by e-mail or by phone within the deadline specified in the Invitation.
4. The acceptance of the Invitation shall be effective on the condition that the Expert submits a declaration to certify that he/she has read and understood the Regulations and the Code of Ethics and agrees to adhere thereto.
5. Failure to accept the Invitation within the deadline mentioned in §4 (3) shall be deemed as the Expert's refusal to perform the commissioned Tasks.

§ 5.

The Expert shall:

- 1) perform the Tasks with the utmost diligence and in compliance with the conditions specified in the Invitation;
- 2) abide by the principles laid down in the Code of Ethics while performing the commissioned Tasks;
- 3) reject the Invitation in the event of circumstances that could give rise to doubts as to his/her impartiality or immediately notify the NCN of any such circumstances should they arise after the Tasks have already been commissioned to the Expert;
- 4) immediately notify the NCN by e-mail of any changes in the Expert's data contained in the Information for Tax Purposes.

§ 6.

1. The Expert shall perform the requested Tasks within the deadline specified in the Invitation and in accordance with the conditions laid down therein.
2. In justified cases, the deadline may be extended by the NCN upon the Expert's request. The decision in this regard shall be taken by the NCN Representative.

§ 7.

1. The Review shall be drafted in writing or in the ZSUN/OSF System and delivered to the NCN.
2. Once delivered to the NCN, the Review shall be subject to preliminary verification by the NCN Representative.
3. In the event the Review contains any errors, needs to be supplemented or corrected, the Expert shall remove any and all errors and/or supplement it before the date agreed on with the NCN Representative. If the Expert fails to remove the errors, supplement or correct the Review before the agreed date, the NCN may refuse to accept the Review and shall notify the Expert of its decision.
4. The NCN shall accept the Review:
 - 1) during a Meeting held to discuss the Review;
 - 2) during a Meeting of the Remission Team, held to discuss the Review;
 - 3) in the case of Reviews drafted by Experts acting as members of the Audit Team, the NCN Representative shall confirm the acceptance of the Review on the receipt submitted by the Expert;
 - 4) in cases governed by the regulations of the calls for which the Review is drafted or other laws according to which they are conducted, the Review shall be accepted by the Scientific Coordinators.
5. The Review shall be deemed accepted if the Expert Team, the Remission Team, the NCN Representative or the Scientific Coordinator, respectively, does not raise any objections as to its correctness.
6. The Review shall be deemed accepted on the first day of the Expert Team's Session or on the date a meeting is held by the Remission Team to discuss and accept the Review, and in the case referred to in section § 7.4 (3) and (4), on the date of confirmation of receipt.

§ 8.

1. With the exception of the cases specified in § 8 (3) – (5), the Expert shall receive remuneration for the proper performance of the commissioned Tasks. The amount shall be established by an applicable Order.
2. In order for the Expert to receive the remuneration:
 - 1) he/she shall meet the conditions and fulfil the obligations defined in the Code of Ethics;
 - 2) if the commissioned Tasks involve drafting a review, it must be accepted by the NCN;
 - 3) he/she shall submit the full Information for Tax Purposes and receipt to the NCN.
3. Following his/her acceptance of an Invitation, the Expert may declare that he/she will

perform the commissioned Tasks pro bono. In such a case, he/she will not receive remuneration for the performance of the Tasks.

4. The Expert shall have the right to waive the remuneration. Except in the cases specified in § 8 (5), such waiver shall be effected by the Expert submitting a remuneration waiver statement.

5. The Expert's failure to submit fully completed Information for Tax Purposes or receipt within 60 days from the acceptance of the Review by the NCN, as well as their failure to supplement or correct the Information for Tax Purposes or to provide any other information necessary for the NCN to pay the Expert's remuneration by the date set by the NCN, shall be treated as the Expert's waiver of remuneration. The NCN agrees that the Expert's waiver of remuneration shall release the NCN from the obligation to pay the Expert the remuneration.

6. Where the commissioned Tasks involve participation in a Meeting of the Expert Team or the Audit Team, the Expert shall have the right to be reimbursed for travel expenses in accordance with the applicable Order on the conditions for reimbursing travel expenses.

§ 9.

1. The remuneration for the performance of the Tasks shall be paid following their completion. Remuneration for the drafting of the Review shall be paid upon its acceptance, based on a receipt.

2. The remuneration for the preparation of the Review shall be paid within 90 calendar days from the Review acceptance date or within 90 days after the date on which the Expert submits full Information for Tax Purposes, whichever occurs later.

3. The remuneration for participation in the Meetings of the Expert Team shall be paid within 120 calendar days from the end of the Session of the Expert Team during which the Review was accepted.

4. The remuneration payment date indicated in § 9 (2) and (3) can be postponed in the event that it is necessary to supplement or correct data included in the Information for Tax Purposes or to obtain additional data.

5. The remuneration shall be paid by wire transfer to the Expert's bank account indicated in the Information for Tax Purposes.

6. The remuneration shall be deemed as paid on the day the NCN issues a transfer order.

7. The NCN shall not be liable for any delays and costs resulting from the transfer being prevented by incorrect and incomplete data provided by the Expert, or other factors preventing the transfer that cannot be attributed to the NCN.

8. The Expert shall reimburse the NCN for all costs incurred by the NCN in connection with the circumstances referred to in § 9 (7), and in particular any bank fees and commissions. The NCN shall be entitled to deduct the above-mentioned costs from the dues paid to the Expert.

§ 10.

1. The NCN may terminate the Tasks commissioned to the Expert with immediate effect if:

- 1) the Expert is in breach of the Code of Ethics;
- 2) the Expert performs the commissioned Tasks incorrectly or is in breach of other provisions of the Regulations and fails to change the manner of performing the commissioned Tasks or to stop such breach within a specified deadline despite receiving a cease and desist notice from the NCN;
- 3) the Expert is more than 21 days late with the Review;
- 4) the Expert fails to remove errors or supplement the Review within a deadline agreed on in accordance with § 7 (3). The NCN reserves such right independent of its right to refuse to accept the Review.

§ 11.

1. If the performance of the Tasks commissioned by the NCN involves the handling of

Personal Data by the Expert, the Expert shall process such data based on an authorisation issued by the Director or a person authorised by the Director.

2. The Expert shall process Personal Data in accordance with the provisions of the GDPR and other regulations governing personal data processing and shall, in particular:

- 1) protect the Personal Data against access or retrieval by unauthorised persons, unlawful processing, damage, unauthorised modification, destruction or loss;
- 2) refrain from processing the Personal Data for purposes other than the performance of the commissioned Tasks;
- 3) process the Personal Data exclusively in the ZSUN/OSF System; and
- 4) keep the Personal Data being processed for the purposes of the Tasks confidential and refrain from disclosing them both during and after their performance.

3. Furthermore, the Expert shall:

- 1) keep the security measures used by the NCN to protect its IT systems and Personal Data confidential; and
- 2) immediately notify the NCN of any breach of the provisions on Personal Data protection that occur during the performance of the commissioned Tasks.

4. The NCN may monitor the correct processing of Personal Data by the Expert and the measures used to secure it throughout the performance of the Tasks. At the NCN's request, the Expert shall provide the NCN with information concerning the Personal Data being processed and the measures used to secure it, on the date and in the manner specified in the request.

§ 12.

1. Any correspondence related to the performance of the provisions of these Regulations shall be exchanged by e-mail at the following addresses:

- 1) for the NCN: to the e-mail address of the NCN Representative or another NCN employee in charge of the matter at hand;
- 2) for the Expert: to the e-mail address specified in the Information for Tax Purposes.

§ 13.

1. All matters not covered by the Regulations shall be governed by the applicable resolutions and regulations adopted for the purposes of particular calls for proposals, in relation to which the Tasks are commissioned.

§ 14.

The following documents available on the NCN's website (<https://www.ncn.gov.pl/finansowanie-nauki/dla-ekspertow>) shall form an integral part of these Regulations:

- 1) Order No 81/2019 of the Director enacting the Code of Ethics for Experts of the National Science Centre, dated 13 December 2019;
- 2) Information for Tax Purposes;
- 3) Order No 66/2020 of the NCN Director on the remuneration of experts for services provided to the National Science Centre, dated 13 August 2020;
- 4) Order No 80/2019 of the Director on the remuneration of experts under the GRIEG call for proposals, dated 10 December 2019;
- 5) Order No 73/2020 of the Director on the remuneration of experts under the POLS call for proposals, dated 15 September 2020;
- 6) Order No 2/2018 of the Director on the conditions for reimbursing travel expenses to domestic members of the Expert Teams, dated 16 January 2018;
- 7) Order No 50/2019 of the Director on the conditions for reimbursing travel expenses to foreign members of the Expert Teams, dated 26 July 2019.