

**GRANTS**  
**TERMS AND CONDITIONS**  
**dated 28 February 2022**

**§ 1**

1. The organiser of the grant award is the ZPP Foundation with its seat in Warsaw; ul. Franciszka Klimczaka 17 /80 (02-797), entered in the Register of Associations kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS No.: 0000954457 ; NIP (Tax Identification Number): 9512535648; REGON (National Official Business Register): 521301847 (hereinafter: "Grant-giver").
2. The Grant-giver initiates projects, hereinafter referred to as a "Grant Project", the details of which are in each case described in the Grant Application.
3. The objectives of the Grants award are described in the Grant Applications.
4. In order to award a Grant, the Grant-giver shall organise a call for applications.

**§ 2**

1. Entities eligible to submit an Application are natural persons and institutions.
2. Announcements of the Call for Applications are published on the website <https://www.fundacjazpp.net.pl/dla-grantobiorcow/>.
3. After completing the Application form provided as an attachment, it should be signed by hand and sent to the following address: ul. Nowy Świat 33, 00-029 Warsaw. It is possible to submit the Application in electronic form via e-mail to: [biuro@fundacjazpp.net.pl](mailto:biuro@fundacjazpp.net.pl), whereas the original Application should be delivered without delay to the Grant-giver.
4. Calls are conducted on a continuous and cyclical basis.
5. Calls conducted on a cyclical basis are organised within the framework of a specific Grant Project, which the Grant-giver shall specify in each case in the call for applications and in the Grant Application.
6. Calls are accepted on a continuous basis, throughout the year, by submitting to the Grant-giver with one's own Grant Project and providing specific objectives.

**§ 3**

1. A committee will be appointed by the Grant-giver to assess the applications and award the grant.
2. The assessment of applications submitted to the cyclical calls shall be based on the criteria and objectives set out in the Grant Application.
3. The evaluation of applications submitted to the continuous calls shall be carried out on a case-by-case basis in the context of the submitted Grant Project, the funds available to the Grant-giver as well as the current needs of the Grant-giver.
4. All Applications will be evaluated.
5. Evaluation of Grant Applications shall be in two stages. The Committee has the right to contact only selected Grant Applicants. After the first verification of the Grant Applications, the committee shall inform the applicant to proceed to the next verification stage.
6. The Grant shall be awarded to the entity that meets all the criteria and, in accordance with the committee's assessment after the second verification, will best achieve the objectives of the Grant Project of the cyclical or continuous call.
7. The Committee has the right to contact only selected applicants.
8. The Applicant has the right to submit an appeal against a negative evaluation in case of an error in the evaluation of the Application.

9. An appeal against the evaluation may be submitted in writing or by electronic means within 3 working days from the date of receipt of information on the results of the evaluation.
10. The Grant-giver shall respond to the appeal within 14 working days from the date of submission of the appeal.
11. An appeal will be left without consideration:
  - a) if it is submitted after the deadline indicated in section 7
  - b) if it is submitted by an entity other than the Applicant
  - c) if it is not signed by the Applicant.
12. The Applicant may resign from the Project both before and after the completion of the Application assessment.
13. In case the Applicant resigns before the conclusion of the Grant agreement, the Application shall be left without consideration.
14. If the Applicant resigns after the conclusion of the Grant agreement, the agreement shall be terminated in accordance with its terms.

#### **§ 4**

1. The maximum amount of the Grant shall be considered on a project-specific basis.
2. The grant is provided for the maximum period indicated in the agreement.
3. The period of the Grant is calculated from the date of signing the agreement.
4. Expenditure incurred under the Grant shall be eligible if:
  - a) they are reasonable and effective;
  - b) they were actually incurred during the period indicated in the Application or in the Agreement (in the event of an extension of the project implementation deadline, it will be possible to extend the period of expenditure);
  - c) they are documented in the form of accounting documents;
  - d) they were provided for in the material and financial scope of the Grant Application;
  - e) they are in compliance with separate provisions of commonly applicable law.
5. The grant recipient may not use the grant funds for purposes other than those stated in the Application, Agreement or Terms and Conditions or for purposes for which the Grant-giver does not authorise.
6. It is permissible to update the material and financial scope indicated in the Grant Application, upon the written request of the Applicant, submitted before the end of the period for which the Grant was awarded. An update of the material and financial scope requires the signing of an amendment to the Grant Agreement.
7. In relation to funds provided to the Applicant under the Grant, double funding of the same expenditure is prohibited. Such action will result in the need to return a proportionate part of the Grant received. The Applicant will submit a statement of no double financing to the Grant application.

#### **§ 5**

1. In particular, the Applicant is obliged as follows:
  - a) familiarise themselves with the Terms and Conditions before submitting the Application.
  - b) Submission of the Application constitutes a declaration of participation in the Project, acceptance of the provisions of the Terms and Conditions, and a commitment to apply them;
  - c) provide truthful information in the documents submitted to the Grant-giver, under pain of criminal liability for making untruthful statements;

- d) undergo monitoring and control activities, in accordance with the provisions of the Grant agreement;
  - e) submit to the Grant-giver any documents necessary for the settlement of the grant;
  - f) make available or provide to the Grant-giver, upon request, any documents and information relating to the implementation of the grant, including original documents relating to the obtaining and use of the grant;
  - g) use the grant in accordance with the grant agreement and the Terms and Conditions.
2. Obligations related to the settlement of the Grant include:
- a) submission by the Applicant of a final report on the settlement of the Grant within the timeframe indicated in the Agreement after the completion of the implementation of the Grant;
  - b) at the request of the Grant-giver, the Applicant shall be obliged to present documents indicated by the Grant-giver to confirm the incurred expenses.

## **§ 6**

1. The Grant shall be paid in a single payment, to the account indicated by the Applicant in the Grant Agreement, subject to the availability of funds in the bank account held by the Grant-giver.
2. The date of payment of the Grant shall be determined by the terms and conditions of the Grant Agreement.
3. The Applicants shall be obliged to provide financial reporting. Settlement of the grant funds shall take place in accordance with the provisions of the Grant Agreement attached hereto.

## **§ 7**

1. Upon acceptance of the Application, the Grant-giver shall enter into a Grant Agreement with the Grant recipient.
2. If the agreement is signed by the Applicant's representative, they shall submit an appropriate power of attorney at the latest at the time of signing the agreement.
3. The Grant Agreement specifies, in particular:
  - a) the tasks of the Applicant and the Grant recipient under the Grant,
  - b) the possible (maximum) amount of the Grant,
  - c) the conditions for the transfer and settlement of the Grant,
  - d) the obligation to return the Grant if it is used contrary to the objectives of the Grant project,
  - e) the obligation of the Applicant and the Grant recipient to submit to inspection and
  - f) monitoring activities carried out by the Grant-giver or authorised entities,
  - g) the obligation of the Applicant and the Grant recipient to provide information on the undertaking carried out by the Applicant, in accordance with the Grant-giver's guidelines.

## **§ 8**

1. The Applicant shall be obliged to return all the funds paid if:
  - a) the final report has not been accepted by the Grant-giver;
  - b) the applicant has made false statements at the grant application stage;
  - c) the grant has been used contrary to the grant objectives;
  - d) the Grant agreement is terminated by the Grant-giver with immediate effect;
  - e) when the agreement so provides.

2. The Applicant shall be obliged to return part of the paid out funds in the following cases:
  - a) double financing of part of the expenses;
  - b) when any Intermediate or Financial Institution imposes a financial adjustment on the Grant-giver due to improper use of the grant by the Applicant (return of the part of the paid-out funds corresponding to the imposed financial adjustment);
  - c) when the agreement so provides.
3. The Applicant must return the funds within 14 working days of receiving the request for refund.
4. Upon signing the Grant Agreement, the Grant recipient also declares that there are no final court judgments or administrative decisions against them and that there are no enforcement or collateral proceedings pending against them. The Grant recipient undertakes to inform the Grant-giver of any such court ruling or administrative decision, as well as of the initiation of security or enforcement proceedings against them. The Grant-giver is then entitled to terminate the grant agreement with immediate effect.

## § 9

1. The Grant recipient shall be required to allow the Grant-giver to undertake monitoring consisting of on-site monitoring visits and surveys and questionnaires (including telephone and email) of project participants.
2. The Grant recipient shall:
  - a) make available or provide to the Grant-giver, upon request, all documents and information relating to the implementation of the Grant which demonstrate that the intended results have been achieved;
  - b) keep all documentation relating to the implementation of the Grant;
  - c) immediately inform (in writing or by e-mail) the Grant-giver of any irregularities that have occurred or of any intention to discontinue the implementation of the Agreement, as well as of any other issues that may threaten its implementation;
  - d) provide the Grant-giver with reports on the implementation of the activities in accordance with the detailed description of the Grant Project. The reports shall be submitted within the time limits and in accordance with the rules established between the parties by e-mail.
  - e) prepare and submit the final report on the implementation of the Grant within 10 working days from the date of completion of the Grant Agreement;
  - f) be subject to monitoring and control activities and implement the guidelines resulting from the implemented monitoring and control activities;
  - g) participate in the evaluation of the Grant; not to transfer the rights and obligations resulting hereunder to third parties without the Grant-giver's consent expressed in writing under pain of nullity.
3. The Grant recipient shall be required to allow the Grant-giver to undertake monitoring consisting of on-site monitoring visits and surveys and questionnaires (including telephone and email) of project participants.
4. For face-to-face visits, the Grant recipients shall be informed by the Grant-giver by telephone or e-mail a minimum of 3 working days in advance of the monitoring date.

5. The Grant recipients shall allow full and unimpeded access to all information, property, materials, equipment, facilities, sites and premises where the Grant will be implemented or documentation relating to the Grant implemented will be collected, relating to the implementation of the Grant Agreement.
6. The Grant-giver undertakes to notify the Grant recipient, at the e-mail address indicated in the grant application, of any changes to the guidelines that the Grant recipient is obliged to apply under the Agreement. The Grant recipient undertakes to apply the revised guidelines.

## **§ 10**

1. The Grant-giver may terminate the Agreement with immediate effect if:
  - a) The Grant recipient commits a serious financial irregularity, in particular, uses the funds provided for a purpose other than that specified in the Grant or contrary to the Grant Agreement;
  - b) The Grant recipient makes or uses a false statement or forged, falsified or untrue documents in order to obtain a Grant hereunder;
  - c) The Grant recipient intentionally fails to commence the implementation of the Grant within 1 month of the initial date of the Grant implementation period set out in the Grant Agreement;
  - d) in the case set out in 4(8) of the Terms and Conditions.
  
2. The Grant-giver may terminate the Agreement by providing one month's notice in the event that:
  - a) with regard to the material progress of the Grant, it finds that the tasks are not being carried out or their implementation deviates significantly from the Grant Agreement,
  - b) The Grant recipient refuses to carry out an inspection,
  - c) The Grant recipient, within the time limit set by the Grant-giver, fails to remedy the irregularities found,
  - d) The Grant recipient does not submit reports as requested by the Grant-giver,
  - e) The Grant recipient persistently fails to comply with its obligations to inform the Grant-giver about the implementation of the Grant Project.
  
3. The Grant Agreement may be terminated by written agreement between the parties at the request of either party in the event of circumstances that prevent the further implementation of the provisions included in the Agreement.
4. In the event of termination of the Grant Agreement pursuant to section 1, the Grant recipient shall be obliged to return the whole amount of the grant received, together with interest at the rate specified for tax arrears, calculated from the date of transfer of the grant funds.
5. In the event of termination of the Grant Agreement pursuant to section the Grant recipient shall be entitled to use only that part of the Grant tranches received which corresponds to the part of the Grant properly executed, subject to section 6 below. The Grant recipient shall immediately return the unspent part of the transferred funds to the Grant-giver's bank account from which they received the Grant amount.
6. In cases referred to in sec. 5, the Grant-giver shall carry out an inspection of the correctness of the expenditure of the funds by the Grant recipient within no more than 30 calendar days from the date of termination of the Agreement, informing the Grant recipient in advance of the date of the planned inspection and its scope.

**§ 11**

1. The Grant-giver reserves the right to amend the provisions of these Terms and Conditions and its Appendices. Information about any changes will be posted on the Grant-giver's website and in its registered office.
2. Any matters not regulated by these Terms and Conditions shall be settled by the Grant-giver.