

## ACCELERATION AGREEMENT STAGE I - INCUBATION<sup>1</sup>

concluded on ..... in Łódź, Poland, by and between:

**Łódzka Specjalna Strefa Ekonomiczna Spółka Akcyjna [Łódź Special Economic Zone Joint Stock Company]** with its registered office in **Łódź, Poland**, address: **90-349 Łódź, ul. Ks. bp. Wincentego Tymienieckiego 22G**, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, Commercial Court of Law, 20<sup>th</sup> Commercial Division of the National Court Register, under the following KRS No **0000014128**, with the share capital of PLN 24,927,000.00, paid-up in the amount of PLN 24,927,000.00, NIP [VAT number] **7251486825**, REGON [National Official Business Register] **471537330**,

represented by:

hereinafter referred to as **LSSE**

and

.....

represented by:

hereinafter referred to as the **Beneficiary**,

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

Acting in particular on the basis of:

- 1) Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006 (Official Journal EU L 347/289 of 20 December 2013);
- 2) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social

<sup>1</sup> The primary language of the agreement is the Polish Language. The interpretation of all terms used in the agreement will be made according to the rules of the Polish language. Any translations of this agreement into other languages are only of an auxiliary nature, and the version prepared in the Polish language will in all cases have priority over other versions.

Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (Official Journal EU L 347/320 of 20 December 2013);

3) Commission Delegated Regulation (EU) No 480/2014 of 3 March 2014 supplementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund (Official Journal EU L 138/5 of 13 May 2014), hereinafter referred to as "the delegated regulation (EU)";

4) Commission Implementing Regulation (EU) No 215/2014 of 7 March 2014 laying down rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund with regard to methodologies for climate change support, the determination of milestones and targets in the performance framework and the nomenclature of categories of intervention for the European Structural and Investment Funds (Official Journal EU L 69/65 of 08 March 2014);

5) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (General Block Exemption Regulation) (Official Journal EU L 187/1 of 26 June 2014), hereinafter referred to as "Regulation 651/2014"; as amended by Commission Regulation (EU) 2017/1084 of 14 June 2017 amending Regulation (EU) No 651/2014 as regards aid for port and airport infrastructure, notification thresholds for aid for culture and heritage conservation and for aid for sport and multifunctional recreational infrastructures, and regional operating aid schemes for outermost regions and amending Regulation (EU) No 702/2014 as regards the calculation of eligible costs (Official Journal EU L 156 of 20 June 2017);

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 (Official Journal EU L 352/1 of 24 December 2013);

7) Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (Official Journal EU L 193 of 30 July 2018);

8) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal EU L 119/1 of 04 May 2016);

9) Act of 11 July 2014 on the rules of implementing cohesion policy programmes financed under the 2014-2020 financial perspective (Journal of Laws of 2018, item 1431, as amended) together with implementing acts;

- 10) Act of 30 April 2004 on the procedural issues concerning state aid (i.e. Journal of Laws of 2018, item 362 as amended);
- 11) regulation of the Minister of Infrastructure and Development of 19 March 2015 on granting *de minimis* aid within the framework of regional operational programmes for 2014-2020 (Journal of Laws of 2015, item 488);
- 12) regulation of the Minister of Infrastructure and Development of 3 September 2015 on granting aid to micro, small and medium-sized enterprises for advisory services and participation in fairs within the framework of regional operational programmes for 2014-2020 (Journal of Laws of 2015, item 1417);
- 13) regulation of the Council of Ministers of 30 June 2014 on establishing the regional aid map for 2014-2020 (Journal of Laws of 2014, item 878);
- 14) regulation of the Minister of Infrastructure and Development of 3 September 2015 on granting regional investment aid within the framework of thematic objective 3 in the scope of strengthening the competitiveness of micro, small and medium-sized enterprises within the framework of regional operational programmes for 2014-2020 (Journal of Laws of 2018, item 1623);
- 15) regulation of the Minister of Development and Finance of 4 January 2018 amending the regulation on granting regional investment aid within the framework of the thematic objective 3 in the scope of strengthening the competitiveness of micro, small and medium-sized enterprises within the framework of regional operational programmes for 2014-2020 (Journal of Laws of 2018, item 57);
- 16) regulation of the Council of Ministers of 29 March 2010 on the scope of information presented by the entity applying for *de minimis* aid (Journal of Laws of 2010, No 53, item 311, as amended);
- 17) regulation of the Council of Ministers of 29 March 2010 on the scope of information presented by the entity applying for aid other than *de minimis* aid or *de minimis* aid in agriculture or fisheries (Journal of Laws of 2010, No 53, item 312, as amended);
- 18) Regional Operational Programme for Łódzkie Voivodeship 2014-2020 approved by the European Commission by decision of 18 December 2014 with amendments of 19 April 2017 and 2 March 2018, hereinafter referred to as: "RPO WŁ 2014-2020";
- 19) Detailed Description of Priority Axes of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020, hereinafter referred to as: SZOOP;
- 20) Guidelines referred to in Article 5(1) of the Implementation Act;
- 21) Resolution No 283/15 of the Łódzkie Voivodeship Management Board of 16 March 2015 on entrusting the Entrepreneur Service Centre with tasks related to the implementation of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020, amended by Resolution No 554/16 of the Łódzkie Voivodeship Management Board of 17 May 2016, Resolution No 880/16 of the Łódzkie Voivodeship Management Board of 2 August 2016 and Resolution No 547/17 of the Łódzkie Voivodeship Management Board of 26 April 2017 with annexes;
- 22) Project co-financing agreement No RPLD.02.01.02-0134/19-00 of 26 June 2019 within the framework of Priority Axis II: Innovative and competitive economy of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020;
- 23) Regulations for Enrolment and Acceleration Programme "S5 - 5G Technology Accelerator"

The parties have agreed what follows:

## DEFINITIONS

### § 1

Any references hereinafter to the following terms and expressions:

- 1) 'COP' shall be understood as the Entrepreneur Service Centre in Łódź, which, on the basis of an agreement concluded with IZ RPO WŁ, performs the function of Intermediate Body in the implementation of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020;
- 2) 'days' shall be understood as calendar days, unless otherwise stipulated herein;
- 3) 'date of granting aid' shall mean the date of concluding this Acceleration Agreement;
- 4) 'co-financing' or 'funding' shall be understood as monetary aid (grant) awarded to the Beneficiary on the basis of the Acceleration Agreement from resources co-financed from ERDF funds (EU co-financing);
- 5) 'Individual Acceleration Plan' shall be understood as the Beneficiary's action plan related to the implementation of the Project within the Programme, compliant with the Budget submitted by the Beneficiary and approved by ŁSSE;
- 6) 'Regional Operational Programme for Łódzkie Voivodeship Intermediate Body' (IP RPO WŁ) shall be understood as the Entrepreneur Service Centre in Łódź, which, on the basis of an agreement concluded with IZ RPO WŁ, acts as the Intermediate Body in the implementation of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020;
- 7) 'Regional Operational Programme for Łódzkie Voivodeship Managing Authority' (IZ RPO WŁ) shall be understood as the Łódzkie Voivodeship Management Board, pursuant to Article 125 of the General Regulation, acting as the Managing Authority of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020;
- 8) 'milestone' shall be understood as a planned, measurable, observable event, which needs to be implemented by the Beneficiary in order to achieve the Programme objectives specified in the Individual Acceleration Plan;
- 9) 'eligible expenditure' shall be understood as expenditures or costs incurred by the Beneficiary and deemed eligible pursuant to the Regulations for "Enrolment and Acceleration Programme" S5 - 5G Technology Accelerator" and the Acceleration Agreement;
- 10) 'SME' shall be understood as a micro, small and medium-sized enterprise within the meaning of Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises and the definition included in Appendix I to Regulation 651/2014;
- 11) 'aid' shall be understood as de minimis aid within the meaning of 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 (Official Journal EU L 352/1 of 24 December 2013) awarded under the Programme to the Beneficiary in the form of a grant and the value of expert services supporting the development of Beneficiary's Project, provided on behalf of ŁSSE;
- 12) 'Programme' shall be understood as the Acceleration Programme "S5 - 5G Technology Accelerator";

- 13) 'Project' shall be understood as an innovative solution, making significant use of the 5G technology, which the Beneficiary is planning to develop in the Programme;
- 14) 'processing of personal data' shall be understood as any operations in accordance with Article 4(1) and 4(2) of the GDPR related to the implementation of the Regional Operational Programme for Łódzkie Voivodeship, performed on personal data, in particular collection, recording, storage, processing, alteration, making available and deletion, especially those performed in IT systems;
- 15) 'Regulations' shall be understood as the Regulations for Enrolment and Acceleration Programme " S5 - 5G Technology Accelerator"
- 16) 'force majeure' shall be understood as an event or combination of events objectively independent of the parties hereto, which substantially and materially prevents the performance of all or part of the obligations under the Agreement, which the Beneficiary or IP RPO WŁ could not have foreseen and prevented, overcome or counteracted by acting with due diligence generally provided for in civil law contract relations;
- 17) 'Detailed Description of Priority Axes' (SZOOP) shall be understood as the Detailed Description of Priority Axes of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020; the document prepared and approved in the form of a resolution by the IZ RPO WŁ;
- 18) 'acceleration agreement' shall be understood as this agreement concluded between ŁSSE and the Beneficiary.

## SUBJECT MATTER OF THE AGREEMENT

### § 2

1. This Agreement defines the rules of Beneficiary's participation in the first stage of the Programme (incubation) under the title: "S5 - 5G Technology Accelerator", as well as sets out the conditions under which the Beneficiary will be granted aid in the form of expert support and in the monetary form (grant), granted as *de minimis* aid.
2. The first stage of the Programme (incubation) will last from the day of concluding the agreement until ....

## VALUE OF AID AND SOURCES OF FUNDING

### § 3

1. The total value of the Project is: PLN ..... (in words: ..... PLN 00/100 grosz).
2. The eligible expenditure of the Project amounts to: PLN ..... (in words: ..... PLN 00/100 grosz).
3. The Beneficiary shall make its own contribution for the implementation of the Project in the amount of PLN ..... (in words: ..... PLN 00/100 grosz).
4. Within the framework of participation in the first stage of the Programme (incubation), the Beneficiary will receive aid including:
  - a. expert support with the value of PLN ... (in words: ... PLN 00/100 grosz) net, i.e. without value added tax;

b. monetary aid (grant) in the amount of PLN ... (in words: ... PLN 00/100 grosz) net, i.e. without value added tax for eligible expenditure, using which the Beneficiary will purchase knowledge transfer services in the field of 5G technology from the contractor selected in accordance with § 5 item 14.

5. The grant is intended to cover eligible expenditures incurred by the Beneficiary for the implementation of the Project, including 5G technology knowledge transfer services, which are consistent with the provisions of the Agreement and specified in the Individual Acceleration Plan attached as an appendix to the Agreement.

6. Expenses constituting the value added tax are not subject to co-financing.

7. The grant must not be used in such a way as to constitute a threat of corruption or fraud.

8. The grant cannot be used for services provided by ŁSSE.

## STATEMENTS

### § 4

The Beneficiary hereby declares that on the date of conclusion of this Agreement:

1. it is a micro, small or medium-sized enterprise within the meaning of Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises and the definition included in Appendix I to Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;
2. it conducts business activity in the area of Łódzkie Voivodeship;
3. it is an entrepreneur at an early stage of development, i.e. as at the date of concluding this Agreement 24 months have not elapsed since the date of registration of the conducted business activity;
4. it does not belong to the sectors excluded from the possibility of obtaining co-financing (primary production of agricultural products, fisheries and aquaculture, export activity) and sectors with restrictions (road transport of goods) referred to in 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;
5. it is not subject to exclusion from the possibility of receiving co-financing under other generally applicable laws, in particular:
  - a. Article 35 section 4 of the Act of 11 July 2014 on the rules of implementing cohesion policy programmes financed under the 2014-2020 financial perspective (Journal of Laws of 2014, item 1146);
  - b. Article 207 of the Act of 27 August 2009 on public finances (Journal of Laws of 2009, No 157, item 1240);
  - c. Article 12(1) section 1 of the Act of 15 June 2012 on the results of employing third-country nationals staying in the Republic of Poland illegally (Journal of Laws item 769) or Article 9(1) section 2a of the Act of 28 October 2002 regarding the responsibility and liability of entities for the wrongdoing under the threat of penalty (Journal of Laws of 2015 item 1212, as amended);
  - d. Article 3(3) of Regulation (EU) No 1301/2013 of the European Parliament and of the Council;
6. it has exclusive right to the submitted Project, which it wants to develop in the Programme and is entitled to enjoy full rights to the Project in its own name, and the Project or its elements are free from any legal encumbrances, collaterals or any claims of a third party, are not encumbered with any rights in rem or obligations towards third parties, are not seized in enforcement proceedings, and there is no obligation to sell or encumber the Project in whole or in part with any rights in rem or obligations, nor is there any preliminary agreement

concluded in this respect, nor is there any offer made to third parties;

7. it is not affiliated with ŁSSE in terms of capital and personnel in a way that involves:

- a. participation in a partnership as a partner in a civil partnership or a company;
- b. holding at least 5% of shares or stocks;
- c. performing the function of a member of the supervisory or management body, a proxy or a power of attorney;
- d. remaining in such a legal or factual relationship that may give rise to justified doubts as to the impartiality of selection of Beneficiaries, in particular being married, in a relationship of kinship or affinity in a direct line, in a relationship of kinship or affinity in a collateral line up to the second degree or in a relationship of adoption, custody or guardianship;
- e. remaining in the employment relationship for a period of 3 years as of the date of sending the Application;

8. it has not exceeded the ceilings of *de minimis* aid as defined in 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.

## OBLIGATIONS OF THE BENEFICIARY

### § 5

The Beneficiary is obliged to:

- 1) implement the Project in the manner specified in the Individual Acceleration Plan, as well as in accordance with the provisions of the Agreement, the Regulations and the applicable provisions of national and European Union law;
- 2) spend the allocated funds on the development of a profitable, scalable and repeatable business model based on innovation;
- 3) comply with the provisions of the Individual Acceleration Plan and the provisions of this Agreement;
- 4) spend the financial aid in a timely and targeted manner consistent with the Individual Acceleration Plan and the provisions of this Agreement;
- 5) spend the funds in a rational and effective manner, while observing the principles of cost-effectiveness;
- 6) achieve the objectives and effects set out in the Individual Acceleration Plan;
- 7) conduct business activity in Łódzkie Voivodeship continuously for at least 15 months starting from the date of granting the aid, i.e. within the specified period the Beneficiary may not suspend or de-register its business activity or relocate its place of business in such a way that it does not conduct business activity within the boundaries of Łódzkie Voivodeship;
- 8) notify ŁSSE of circumstances significant for the proper performance of this Agreement;
- 9) notify ŁSSE and obtain consent from ŁSSE in each case of deviating from the assumptions of the Individual Acceleration Plan;
- 10) return the granted funds in the situations specified in the Agreement;

- 11) participate in the events prepared for the Beneficiary and taking place in the seat of ŁSSE or in any other place indicated, about which the Beneficiary will be informed at least 5 working days before the planned event;
- 12) not to transfer the rights and obligations resulting from this Agreement to another entity without the consent granted by ŁSSE;
- 13) before incurring the expense specified in the Individual Acceleration Plan (excluding expenditure related to the transfer of knowledge in the field of 5G technology) carry out simplified market research involving collection of at least two price lists, two offers or two print-outs from a website containing a description of the product/service and the price;
- 14) enter into a written agreement with all other Beneficiaries participating in the Programme on establishing a purchasing group, within the time limit specified by ŁSSE, aimed at selecting an entity providing knowledge transfer services in the field of 5G technology, referred to in § 3 section 4b, and all Beneficiaries shall grant ŁSSE an authorization to prepare a procedure in order to select an entity to provide knowledge transfer services in the field of 5G technology by way of an appropriate procedure provided for by law, as well as to conduct the procedure by ŁSSE on behalf and for the benefit of the Ordering Party, i.e. Beneficiaries associated in the above-mentioned purchasing group; the model agreement is attached as Appendix No 8 hereto;
- 15) conclude an agreement with the entity selected by ŁSSE pursuant to the section above for the provision of knowledge transfer services in the field of 5G technology.

## PERFORMANCE BOND

### § 6

1. The aid may be transferred to the Beneficiary after the establishment and lodging of a performance bond for an amount not less than the amount of the aid referred to in § 3 section 1 of the Agreement. The costs of establishing, amending and cancelling the performance bond shall be borne by the Beneficiary.
2. The performance bond referred to in section 1 is established in the form of a non-endorsable blank promissory note, with a signature certified by a notary public or put in the presence of a person authorized by ŁSSE, **and in the event that the Beneficiary is a commercial company also with a promissory note guarantee granted by at least one of the shareholders (being a natural person) of the Beneficiary** together with a promissory note declaration constituting an Appendix to the Agreement.
3. The Beneficiary shall provide the performance bond referred to in section 1 on the day of signing the Agreement for the period from the date of concluding the Agreement until the statute of limitations for ŁSSE claims resulting from the Agreement expires. Failure to establish or lodge the performance bond referred to in the preceding sentence within the above deadline shall constitute grounds for termination of the Agreement with immediate effect.
4. If the Beneficiary is married on the date of concluding the Agreement, it is necessary for the spouse of the Beneficiary to give written consent to enter into the commitment covered by the Agreement. **The above obligation also apply to the spouse of the promissory note guarantor referred to in section 2.**
5. The performance bond referred to in section 1 may be returned at the Beneficiary's request after the expiry of the statute of limitations for ŁSSE claims that may arise in connection with the Agreement. If the



Beneficiary fails to collect the performance bond within the time limit specified by ŁSSE, the bond is subject to commissioned destruction. In the event that an administrative procedure is instituted to recover funds under public finance regulations, administrative court proceedings or other court proceedings, as well as in the event of enforcement proceedings, the performance bond shall not be returned until the procedure has been completed or until the funds have been recovered.

## ELIGIBILITY OF EXPENDITURE UNDER THE PROGRAMME

### § 7

1. Pursuant to § 3 section 2 of the Acceleration Agreement, the grant is intended to cover eligible expenditure, including expenditure related to the transfer of knowledge in the field of 5G technology incurred by the Beneficiary for the implementation of the Project, in accordance with the provisions of the Agreement and the Individual Acceleration Programme constituting an appendix to the Agreement.
2. Eligible expenditure is expenditure necessary to implement the Project, closely related to the development of the Project in the 5G technology and with transfer of knowledge in the field of 5G technology, subject to § 3 sections 3, 4 and 5 and § 5 section 2, 4 and 5 of the Agreement.

## RULES OF GRANT DISBURSEMENT

### § 8

1. The Beneficiary shall receive the monetary aid (grant) in the amount of PLN ... (in words: ...) net, i.e. without value added tax.
2. The awarded grant will be disbursed in advance within 10 working days from the acceptance by ŁSSE of the application for payment to the following Beneficiary's bank account:  
.....
3. The Beneficiary must submit the application for payment within two days of the conclusion of the Acceleration Agreement according to the template provided by ŁSSE by delivering it to ŁSSE or sending it to the e-mail address indicated by ŁSSE.
4. ŁSSE shall not be responsible for delays in the transfer of funds to the Beneficiary resulting from reasons beyond the control of ŁSSE, in particular due to:
  - (a) the unavailability of funds on the accounts from which disbursements of funds are made;
  - (b) delays in making payments for reasons attributable to institutions other than ŁSSE;
  - (c) withholding or refusal of funds disbursement by authorized institutions, including the European Commission.

## PAYMENTS AND ACCOUNTING SYSTEM

### § 9

1. The monetary aid granted to the Beneficiary under the Programme is subject to settlement on the basis of expenditure actually incurred by the Beneficiary.

2. By the date indicated in the Individual Acceleration Plan as the date of reaching a milestone at the latest the Beneficiary shall submit to ŁSSE or send to the e-mail address indicated by ŁSSE the following:
  - a) Report of activities under the Individual Acceleration Plan (hereinafter referred to as the Report) according to the template provided by ŁSSE, taking into account the results achieved, including the achievement of a given milestone;
  - b) Statement of expenditure, indicating technical or quality parameters of financed goods or services in accordance with the template provided by ŁSSE (hereinafter referred to as the Statement);
  - c) declaration confirming the truthfulness of the submitted Statement according to the template provided by ŁSSE.
3. ŁSSE shall approve the Report and assess the correctness of grant use based on the conformity of expenditures presented in the Statement with expenditures included in the Individual Acceleration Plan.
4. Failure to meet a given milestone or fulfil the obligations referred to in section 3 shall result in the exclusion from further participation in the Programme and the obligation to return the aid provided with interest in the amount specified as for tax arrears.
5. The Beneficiary shall collect, store and describe documents, including accounting documents, invoices, VAT invoices, sales contracts and other documents confirming the incurred expenses as well as documents proving that the simplified market research referred to in § 5 section 13 has been conducted, for the period indicated in § 11 section 2 of the Agreement. Each document confirming the incurred expenditure must be marked as "expenditure co-financed from EU funds under the acceleration programme S5 - 5G Technology Accelerator".
6. ŁSSE and IP RPO WŁ (COP) shall have the right to monitor the amounts of expenditure actually incurred by the Beneficiary, pursuant to the provisions of § 10 and § 11 of the Agreement.
7. Any aid amount not used by the Beneficiary shall be repaid in accordance with the provisions of § 12 of the Agreement.

## INSPECTION AND AUDIT

### § 10

1. The Beneficiary undertakes to submit to inspection and audit, including monitoring visits, to the extent of correct implementation of the Agreement, performed by ŁSSE, COP (acting as the Intermediate Body in the implementation of the Regional Operational Programme for the Łódzkie Voivodeship 2014-2020) and other authorized entities.
2. Inspections or audits shall be carried out within the Beneficiary's premises or at the place of actual business activity. Inspections or audits may be carried out at any time during the implementation of the Programme and after its completion or within the time limits specified in separate provisions.
3. During inspection, the entities authorized to carry out the inspection referred to in section 1 shall have the right in particular to:
  - 1) full access to documents related to Project implementation, including electronic documents, for the entire period of their storage specified in § 9 section 6 of the Agreement and the possibility to create certified copies and duplicates thereof (while maintaining the provisions on confidentiality protected by law);

- 2) free movement within the premises of the inspected unit without the obligation to obtain a pass, except in places subject to special protection due to State secret;
  - 3) inspect facilities and assets to the extent related to the inspection;
  - 4) accept oral and written explanations and statements from the Beneficiary on matters concerning the subject matter of the inspection (in case of refusal to perform these activities, the inspectors shall prepare an annotation included in the report);
  - 5) secure evidentiary items;
  - 6) request copies, statements and extracts from the examined documents, the authenticity of which is confirmed by the Beneficiary;
  - 7) check the progress of certain activities, in so far as they relate to the inspection;
  - 8) make annotations on the documents inspected.
4. During inspection or audit the Beneficiary is obliged to ensure the participation of persons who will provide all explanations concerning Project implementation.
5. At the request of ŁSSE or the Intermediate Body, i.e. the Entrepreneur Service Centre, the Beneficiary is obliged to present accounting and financial documents confirming the correctness of expenditure incurred.
6. The inspectors shall determine the actual state of affairs on the basis of a visual inspection and any evidence gathered during the inspection process.
7. If it is not possible to collect sufficient evidence to prepare the post-inspection information, the Beneficiary is obliged to submit explanations or supplements within the time limit indicated by the inspectors. The time limit for the submission of explanations or supplements shall interrupt the time limit for the preparation of post-inspection information.
8. Failure to provide all required documents or refusal to provide information requested from the controlled entity will be treated as obstruction of the inspection.
9. ŁSSE shall make a report on the inspections carried out as part of the audit in the company's registered office or at the place of actual business activity and on the oral explanations or statements, which shall be signed by the inspectors and other persons participating in this activity.
10. ŁSSE shall notify the Beneficiary of the inspection at least 5 days before the date of the inspection. ŁSSE does not have to notify the Beneficiary about the date of the inspection in case it is carried out in an *ad hoc* manner.
11. The other institutions referred to in section 1 shall carry out inspections on the basis of separate provisions.

## PROJECT MONITORING AND REPORTING

### § 11

1. Pursuant to § 9 section 4, the Beneficiary is obliged to provide all documents enabling the verification of expenditure eligibility. It is the responsibility of the Beneficiary to prove that the expenditure incurred by it is

eligible. Failure to submit the documents required by ŁSSE may result in the ineligibility of expenses and the need to return the grant.

2. The Beneficiary is obliged to possess and store original documents related to Project implementation (e.g. the Agreement with appendices, applications for payment and accounting documentation related to the implemented Project, documents demonstrating the achievement of indicators, achievement of Project objectives, documentation related to the award of public contracts in the form specified in Article 140(3) of the General Regulation) for 10 years as of the date of the final payment, unless the provisions on public aid provide otherwise.

## IRREGULARITIES AND RETURN OF AID

### § 12

1. If it is found that the Beneficiary:

- 1) has misused the cash constituting the grant for purposes other than intended;
- 2) has used the cash constituting the grant in breach of contractual obligations or assumptions of the Individual Acceleration Plan;
- 3) has collected the cash constituting the grant unduly or excessively; or
- 4) within 15 months as of the date of granting the aid has ceased to conduct business activity in the territory of Łódzkie Voivodeship, i.e. suspended or de-registered business activity or transferred the place of business activity as a result of which the Beneficiary does not conduct business activity within the boundaries of Łódzkie Voivodeship;

ŁSSE shall request from the Beneficiary to repay all or part of the aid with interest in the amount specified as for tax arrears, calculated as of the date of transfer of funds until the date of return.

2. In case of failure to achieve a milestone by the Beneficiary or if the obligations specified in § 9 section 3 have not been met, ŁSSE, pursuant to § 9 section 5, may request from the Beneficiary to return all or part of the aid in accordance with the section above.

3. In special cases, e.g. when a given milestone has not been achieved due to reasons beyond the Beneficiary's control and despite the highest diligence and fulfilment of the assumptions of the Individual Acceleration Plan, ŁSSE – with the approval of COP – may waive the right to request return of the aid granted. The Beneficiary should inform ŁSSE beforehand about the impossibility of achieving the milestone, indicating whether any actions have been taken to ensure the proper implementation of the Project.

4. Upon written request from ŁSSE, the Beneficiary shall return the funds with interest in the amount specified as for tax arrears to the bank account indicated by ŁSSE.

5. If the Beneficiary fails to make the return referred to in section 4, ŁSSE shall take legal measures to recover the amounts due. ŁSSE may seek the return of improperly used funds of co-financing by way of civil proceedings with the use of the performance bond referred to in § 6 of the Agreement.

6. The Beneficiary shall be obliged to bear the documented costs of the recovery measures taken against it, provided that this does not violate the provisions of common law.

## INFORMATION OBLIGATIONS

### § 13

1. The Beneficiary undertakes to inform the public about participation in the Programme co-financed by the European Union.
2. All information and promotion activities of the Beneficiary concerning the Project shall include information on the granting of co-financing from the European Union funds, including at least the following:
  - 1) the logo of European Funds with the name Regional Programme;
  - 2) the national colours of the Republic of Poland only and exclusively in materials published in full-colour version;
  - 3) the European Union logo with the name European Regional Development Fund;
  - 4) the logo of ŁSSE and the logo of the Programme.
3. As of the signing of the Agreement, the Beneficiary agrees that ŁSSE or its designated entity will produce photographic, audio-visual and printed materials as well as presentations related to the Project being implemented, for the purposes of the information and promotion obligations regarding the Project and for the purposes of advertising, marketing and promotional activities conducted by ŁSSE or its designated entity.
4. The Beneficiary agrees to participate in interviews, surveys and panels as part of evaluation, research and analysis during the Project implementation period and its sustainability, to the extent and within the time limit specified by ŁSSE or another authorized institution.
5. ŁSSE has the right to use the Beneficiary's trademark, graphic or word and figurative sign on all marketing and information materials related to or connected with the Project, even after its completion.
6. The Beneficiary consents to the use of its image in marketing and information materials concerning or related to the Project. The Beneficiary undertakes to provide ŁSSE with information on the Project implementation process, which may be used by ŁSSE in the publications summarising the Programme.

## PROTECTION OF PERSONAL DATA

### § 14

1. On the basis of the Project co-financing agreement No RPLD.02.01.02-0134/19-00, the Entrepreneur Service Centre in Łódź, being the Intermediate Body in the implementation of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020, has entrusted ŁSSE S.A. with the processing of personal data on behalf of and for the benefit of the Łódzkie Voivodeship Management Board, i.e. the Managing Authority of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020 (IZ RPO WŁ).
2. By performing the obligation imposed on ŁSSE by the aforementioned agreement, ŁSSE hereby wishes to fulfil, on behalf of the Controller and in relation to the data subjects, the information obligations resulting from Articles 12-23 of the GDPR.

3. The Controller of personal data is respectively:
  - a) Łódzkie Voivodeship Management Board with its registered office in Łódź, Poland, postal code 90-051, al. Piłsudskiego 8, for the personal data filing system and categories of data subjects processed under the Regional Operational Programme for Łódzkie Voivodeship 2014-2020;
  - b) The minister in charge of regional development for the filing system of personal data processed in the "Central ICT system supporting the implementation of operational programmes";
4. The Data Protection Officer can be contacted:
  - a) with reference to the personal data and categories of data subjects processed within the Regional Operational Programme for Łódzkie Voivodeship 2014-2020 by sending a message to the following e-mail address [iod@lodzkie.pl](mailto:iod@lodzkie.pl) or by telephone at: 42 663 33 06,
  - b) with reference to the personal data processed in the "Central ICT system supporting the implementation of operational programmes" by sending a message to the e-mail address: [iod@miir.gov.pl](mailto:iod@miir.gov.pl).
5. The basis for personal data processing is:
  - a) Article 6(1)(b) of the GDPR in connection with the implementation of rights and obligations resulting from the agreement for co-financing within the framework of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020 of the implementation of the Project entitled "Acceleration Models in Technological Innovation" of 26 June 2019 under the application for Project co-financing No RPLD.02.01.02-10-0134/19;
  - b) Article 6(1)(c) of the GDPR in connection with the obligations arising from Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (Official Journal EU L 347/320 of 20 December 2013) and the Act of 11 July 2014 on the rules of implementing cohesion policy programmes financed under the 2014-2020 financial perspective with implementing acts;
6. Personal data shall be processed for the purpose of performing obligations by Specjalna Strefa Ekonomiczna Spółka Akcyjna with its registered office in Łódź, Poland, postal code 90-101, ul. Ks. Biskupa Wincentego Tymienieckiego 22 G, resulting from the agreement for Project co-financing under the Regional Operational Programme for Łódzkie Voivodeship 2014-202 signed on 26 June 2019 (service pilot stage implementation);
7. The recipients/categories of recipients of personal data will be institutions and entities assessing and participating in Project implementation, including those in charge of monitoring, evaluation, control, audit and reporting, as well as performing information and promotion activities and fulfilling archiving obligations;
8. The data shall not be transferred to a third country or an international organization;
9. The data shall be stored for a specific period - until the settlement of the Regional Operational Programme for Łódzkie Voivodeship 2014-2020, including the obligation to archive documents, and in

accordance with the Regulation of the Prime Minister on office instructions, uniform material lists of files and instructions on the organization and scope of operation of company archives;

10. Every data subject shall have the following rights:
  - (a) right of access to their personal data pursuant to Article 15 of the GDPR and their rectification pursuant to Article 16 of the GDPR;
  - (b) right to limit the processing of personal data under the provisions of Article 18 of the GDPR;
  - (c) right to delete personal data under the provisions of Article 17 of the GDPR;
11. Every data subject shall have the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection, if they consider that the processing of data violates the provisions of the General Data Protection Regulation (GDPR);
12. During the processing of personal data there will be no automated decision-making in individual cases nor will there be any profiling;
13. Providing data is voluntary, but necessary for the implementation of the agreement for co-financing of the Project entitled "Acceleration Models in Technological Innovation" within the Regional Operational Programme for Łódzkie Voivodeship 2014-2020, as well as for the implementation of grant awarding agreements.

## **AMENDMENTS TO THE INDIVIDUAL ACCELERATION PLAN AND THE AGREEMENT**

### **§ 15**

1. Amendments to the Individual Acceleration Plan related to:
  - a. the planned date for reaching a given milestone;
  - b. shifts or changes in the name and/or target value of one or more indicators specific to a given milestone;

are possible only once during milestone implementation and before the expiry of the time limit for its implementation specified in the Individual Acceleration Plan.

2. Amendments, including shifts, to the Individual Acceleration Plan referred to above:
  - a. are made in writing after obtaining the consent of ŁSSE. If the change is material, ŁSSE shall notify the Beneficiary of the need to conclude an annex to the Agreement.
  - b. may not violate the conditions of the Programme specified in the contest documentation under the Regional Operational Programme for Łódzkie Voivodeship 2014-2020 (contest No RPLD.02.01.02-10-0134/19), Measure 2.1.2., and the provisions of the Regulations for "Enrolment and Acceleration Programme " S5 - 5G Technology Accelerator", including the schedule of the Programme.

## **TERMINATION OF THE AGREEMENT AND SANCTIONS**

### **§ 16**

1. In the event of a breach of the Agreement by the Beneficiary, ŁSSE may, with immediate effect, suspend the disbursement of the co-financing, in particular if:

- 1) the Beneficiary made it difficult for ŁSSE, the Intermediate Body or other authorized bodies to carry out inspections;
  - 2) an irregularity has been detected in the Project and the Beneficiary has not removed it or has not submitted explanations and documents within the time limit set by ŁSSE;
  - 3) there has been a justified suspicion of a breach of the Project implementation rules, in particular a notification has been sent to the Beneficiary about the suspicion of committing a crime;
  - 4) the Beneficiary does not perform the reporting obligations referred to in the Agreement despite being requested to do so;
  - 5) the Beneficiary has failed to provide the performance bond in the form and within the time limit specified in § 6 of the Agreement;
  - 6) within 15 months as of the date of granting the aid, the Beneficiary ceased to carry out economic activity in the territory of Łódzkie Voivodeship, i.e. it suspended or de-registered economic activity or moved its place of activity outside the boundaries of Łódzkie Voivodeship;
  - 7) the Beneficiary has received funding of the same Project, being the subject of this acceleration agreement, or has been awarded other public aid for the same Project in respect of expenditure planned under the Programme (prohibition of double financing of the same expenditure and services).
2. In the case of withholding the co-financing disbursement, its reinstatement may take place after a positive outcome of the explanatory procedure and the rectification of irregularities or after the Beneficiary has fulfilled its obligations.
3. ŁSSE may terminate the Agreement by giving 2 weeks' notice, which is communicated to the Beneficiary in writing with a justification, if despite the request to remedy the violations the Beneficiary does not implement the Project on the terms specified in the Agreement and the Individual Acceleration Plan and in particular when:
- 1) the Beneficiary has not commenced the execution of tasks specified in the Individual Acceleration Plan or when Project implementation is delayed in relation to the Plan to such an extent that it is reasonable to assume that the Project will not be completed within the time limit specified in the Individual Acceleration Plan;
  - 2) the Beneficiary has refused to submit to Project inspection by ŁSSE, the Intermediate Body or other authorized bodies or has hindered the inspection or has failed to implement any inspection recommendations;
  - 3) the Beneficiary has not reached the goal set in the Project, including the Beneficiary has not achieved the milestone;
  - 4) the Beneficiary has not fulfilled the obligations specified in § 9 section 2 of the Agreement;
  - 5) the Beneficiary has failed to remedy within the prescribed period the irregularities found or refused to remedy them without due cause;
  - 6) the Beneficiary has transferred rights, obligations or receivables under the Agreement to another entity without prior consent of ŁSSE.



4. ŁSSE may terminate the Agreement with immediate effect and notify the Beneficiary in writing with justification if the Beneficiary does not implement the Project under the terms of the Agreement and the Individual Acceleration Plan, and in particular if:

- 1) in order to obtain or retain co-financing, in the course of the activities related to the Project, the Beneficiary has presented untrue, false, counterfeit, falsified or incomplete documents, statements or information, or documents, statements or information certifying untrue;
- 2) the Beneficiary has ceased to implement the Project or is implementing it in a manner inconsistent with the Agreement or the assumptions of the Individual Acceleration Plan;
- 3) the Beneficiary has used the transferred funds (in whole or in part) for a purpose other than specified in the Project or not in accordance with the Agreement, the assumptions of the Individual Acceleration Plan and legal regulations;
- 4) the Beneficiary has collected the cash constituting the grant unduly or excessively;
- 5) within 15 months as of the date of granting the aid the Beneficiary has ceased to conduct business activity in the territory of Łódzkie Voivodeship, i.e. suspended or de-registered business activity or transferred the place of business activity as a result of which the Beneficiary does not conduct business activity within the boundaries of Łódzkie Voivodeship;
- 6) the Beneficiary avoids reporting obligations;
- 7) the Beneficiary has refused to sign an annex to the Agreement, which makes it possible to complete and settle the Project;
- 8) as a result of the findings it has been stated that the co-financed Project had been completed or fully implemented before the Application was submitted;
- 9) the Beneficiary has been the subject of a bankruptcy petition, a petition to initiate restructuring proceedings or when the Beneficiary is still in liquidation, or when it is subject to receivership or similar legal proceedings;
- 10) in case of force majeure, if in the opinion of ŁSSE there is no possibility of proper and timely implementation of the Project or the Beneficiary has not commenced Project implementation after the cessation of force majeure;
- 11) the Beneficiary has received funding of the same Project, being the subject of this acceleration agreement, or has been awarded other public aid for the same Project in respect of expenditure planned under the Programme (prohibition of double financing of the same expenditure and services).

5. The Agreement may be terminated immediately as a result of mutual consent of the Parties, in particular as a result of circumstances preventing further performance of the obligations contained herein.

6. In the event of termination of the Agreement, regardless of the reason or will of the Parties, the Beneficiary shall be obliged to return the aid received together with interest at the rate specified for tax arrears, calculated from the date of disbursement of the co-financing to the Beneficiary until the date of repayment of the funds, to the bank account indicated by ŁSSE in the amount and manner specified by ŁSSE.

7. If the Agreement is terminated, the Beneficiary shall not be entitled to compensation.

8. In case of termination of the Agreement, the Beneficiary shall be obliged to store, archive and make available the documentation related to the Project, in accordance with § 11 of the Agreement.

## CONFIDENTIALITY

### § 17

1. The Parties hereby declare that they shall keep in secret all confidential information of which they have become aware in connection with the conclusion and performance of the Agreement.
2. Confidential information shall primarily mean any undisclosed data concerning customers, competitors, technical, technological and organizational information of the Parties, and any other information of economic value.
3. The obligation of secrecy referred to in section 1 shall remain in force for the duration of the Agreement and additionally for the period of 5 years as of the date of termination or expiration hereof.
4. The Parties shall refrain from disclosing or transmitting confidential information that constitutes a secret of the Beneficiary or ŁSSE.
5. Classified information shall mean any information concerning circumstances significant for the Parties' activity, which has not been included in public registers or is not publicly known, and what is more, the fact of its public knowledge is not a consequence of violation of the confidentiality rules. In particular, this obligation shall apply to commercial, technical, technological and organizational information as well as know-how, essential for the operations of the Parties, the disclosure of which may cause damage to the assets of the Party.

## FINAL PROVISIONS

### § 18

1. Any amendments to the Agreement must be made in writing under pain of nullity.
2. In matters not regulated by the Agreement, the applicable rules, principles and provisions resulting from the Programme, SZOOP, applicable procedures, Guidelines and relevant provisions of national and EU law shall apply in particular.
3. Any doubts related to the implementation of the Agreement shall be clarified by the Parties in writing.
4. In case of disagreement, disputes arising from the performance of the Agreement shall be settled by a common court competent for the registered office of ŁSSE.
5. The Parties to the Agreement indicate the following addresses for mutual service of documents, letters and statements submitted in the course of performance of the Agreement as well as nominate the following contract persons:
  - 1) ŁSSE: Łódzka Specjalna Strefa Ekonomiczna [Łódź Special Economic Zone], Ks. Bp. Wincentego Tymienieckiego 22G, 90-349 Łódź, Poland; e-mail ....

contact person: ....

2) Beneficiary ...

contact person: ...

6. In case of changes in regulations resulting in the incompatibility between the provisions of the Agreement and new legal regulations, the new regulations shall apply to the mutual rights and obligations of the Parties, which shall replace the existing and incompatible provisions of the Agreement at the time of their entry into force, unless the Parties decide otherwise by written agreement under pain of nullity.

7. The Agreement has been drawn up in two counterparts, one for each of the Parties to the Agreement.

8. Appendices shall form an integral part of this Agreement.

#### APPENDICES:

1. Regulations for Enrolment and Acceleration Programme " S5 - 5G Technology Accelerator"
2. Statement on the status of SME
3. Form regarding *de minimis* aid
4. Application
5. Individual Acceleration Plan
6. Promissory note declaration
7. Registration document
8. Agreement template

ŁSSE

Beneficiary