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**Agreement**

**on the implementation of the research application within the framework of project of the European Union Cohesion Policy Programme for 2021–2027 under the specific aid objective 1.1.1 “Developing and enhancing research and innovation capacities and the uptake of advanced technologies”, Activity 1.1.1.9 “Postdoctoral research”**

Latvian Council of Science (hereinafter – the Council), in accordance with the Cabinet Regulation No. 35 of 9 January 2024 “European Union Cohesion Policy Programme for 2021–2027 specific aid objective 1.1.1 “Strengthening research and innovation capacity and transfer of advanced technologies to the R&D system”, Activity 1.1.1.9 “Postdoctoral research” implementing regulations” (hereinafter – “the Cabinet Regulation of the Activity”) is the implementer and beneficiary of the project “\_\_\_\_\_\_\_\_\_\_\_, agreement \_\_\_\_\_\_\_\_\_\_\_” (hereinafter – “project”), in the person of the Director of the Council, Ms. Lauma Muizniece (*Lauma Muižniece*), acting in accordance with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the one party, and

**The research applicant [[name of applicant]]** (hereinafter – “research application implementer”), represented by its **[.][.][.]** acting on behalf of [.], is the research applicant for “**[[title]], ([[number]])”** (hereinafter – “research application”), implementer, on the other hand, hereinafter referred to collectively or individually as the “Parties” on the basis of the Cabinet Regulation of the Activity,

AGREE on the implementation of the research application of the European Union Cohesion Policy Programme for 2021–2027 under the specific aid objective 1.1.1 “Developing and enhancing research and innovation capacities and the uptake of advanced technologies”, Activity 1.1.1.9 “Postdoctoral research” and enter into this agreement (hereinafter – “Agreement”).

**I. The purpose of the agreement, subject-matter and applicable regulatory acts**

* 1. The purpose of the agreement is to lay down the terms for implementing and monitoring the research application, as well as the arrangements for payments. The Agreement also governs the other obligations of the Parties which they are bound to respect in the course of the implementation of the research application.
  2. The Agreement shall define the obligations and rights of the Parties in the implementation of the research application, the monitoring of the quality of the activities carried out under the research application and the assessment of the scientific quality, including the values to be achieved for the outcome indicators, the amount of financial resources allocated to the research applicant for the implementation of the activities under the research application and the project, the procedure for payments to the research application implementer under the project and the procedure for amendment and termination of the Agreement. The Agreement also governs the other obligations of the Parties which they are bound to respect in the course of the implementation and monitoring of the research application.
  3. The provisions of the Agreement shall apply to the extent that the laws and regulations of the European Union and the Republic of Latvia do not provide otherwise.
  4. In performing their obligations under the Agreement, the Parties undertake to apply the laws and regulations of the European Union and the Republic of Latvia in force at the time of performance of the relevant activity. In the event that the applicable law or regulation is amended or repealed, the applicable law or regulation governing the matter shall apply, whether or not expressly referred to in the Agreement. In the absence of such a law or regulation governing the matter, the Parties shall apply the law or regulation to which reference is made in the Agreement to the extent that the applicable laws and regulations do not otherwise require.
  5. The Agreement and the obligations arising therefrom shall be interpreted in accordance with the laws and regulations in force in the Republic of Latvia.

**II. Duties and rights of the Council**

1. the Council have a duty
   1. to provide information, methodological and advisory support to the research application implementer in the implementation of the actions/activities and the achievement of the results at all stages of the implementation of the research application, as specified in Sub-paragraph 43.9 of the Cabinet Regulation of the Activity. The Council regularly publishes information on the laws and regulations of the European Union and the Republic of Latvia governing the implementation of European Union funds on its website [www.lzp.gov.lv;](http://www.lzp.gov.lv)
   2. to provide the research application implementer with the funding necessary for the implementation of the activities/activities of the research application and the activities/activities of the project and for the achievement of the results, as specified in Sub-paragraph 43.12 of the Cabinet Regulation of the Activity;
   3. provide information and publicity activities on the implementation of the project and research applications, and support for information and publicity activities for research applications, as provided for in Sub-paragraph 43.10 of the Cabinet Regulation of the Activity.
2. The Council has the right to:
   1. request and obtain from the research application implementer the necessary information on the actions/activities carried out in the implementation of the research application and in the achievement of the results, as well as from national information systems and registers on the research application implementer and its economic activities;
   2. monitoring the implementation of research applications, including:
      1. to verify the compliance of non-economic research applications with the criteria referred to in Sub-paragraphs 2.2 of the Cabinet Regulation of the Activity;
      2. ensuring the scientific quality of the mid-term and final results of research applications, by experts from a database of scientific experts from abroad;
   3. monitoring and control of the implementation of research applications at the place of implementation of research applications, as provided for in Sub-paragraph 43.15 of the Cabinet Regulation of the Activity;
   4. to decide on the adjustment of the financing plan if the evaluation of the information provided by the research application implementer on the implementation of the activities/activities of the research application and the use of financial resources reveals deviations from the planned one.

**III. Obligations and rights of the research application implementer**

1. The research application implementer is obliged to:
   1. to pursue [non-economic] research application and to establish an employment relationship with postdoctoral researcher [name, surname];
   2. implement the research application in accordance with this Agreement, in compliance with the laws and regulations governing the management of European Union funds and other laws and regulations of the European Union and the Republic of Latvia;
   3. be aware of the applicable laws and regulations of the European Union and the Republic of Latvia, as well as other documents binding on the research application implementer and any amendments thereto;
   4. implement the research application in accordance with the principles of efficiency, transparency and sound financial management;
   5. implement the research application in strict compliance with the timeline for the implementation of the actions/activities of the research application, the approved funding of the research application, the funding plan for the research application, the budget summary of the research application, to the extent that the Parties have not agreed on appropriate amendments in accordance with the procedures set out in the Agreement;
   6. provide a full-time equivalent researcher position as part of the implementation of the research application.
   7. to ensure that the objectives of the research application and the planned outcomes and indicators of the research application are met, including:
      1. [[outcome\_indicator.sci]] for the preparation and publication of scientific articles, contributing to the requirements of Sub-paragraph 6.4.2.2 of the Cabinet Regulation of the Activity;
      2. [[outcome\_indicator.new]] development of new products/technologies that can be commercialised;
      3. [[outcome\_indicator.at.eur]] to attract private investment that complements public support for innovation or R&D projects;
      4. [[outcome\_indicator.org]] research organisations participating in collaborative research projects for business;
      5. [[outcome\_indicator.com]] companies working with research organisations;
      6. a new full-time equivalent researcher position is created in [[outcome\_indicator.com]], ensuring the sustainability and development of the line of research for at least one (1) year after the completion of the research application.
      7. to provide the postdoctoral researcher with the opportunity to undertake mobility abroad for at least 2 (two) calendar months in accordance with the research objectives and planned results in accordance with the Cabinet Regulation No. 969 of 12 October 2010 “Procedures for Reimbursement of Expenses Relating to Official Travels” (if applicable);
   8. conclude a cooperation agreement with the co-operation partners identified in the research application in accordance with the requirements laid down in Paragraph 31 of the Cabinet Regulation of the Activity and submit it to the Council at least one month before the planned start of the cooperation;
   9. the involvement of the postdoctoral researcher involved in the research application in at least one of the project's science communication actions/activities organised by the Council;
   10. ensure that the values and outputs generated by the research application are used in line with the objectives of the research application;
   11. ensure a clear separation of the financial flow of the research application from the other financial flows of the research applicant during the implementation of the research application;
   12. respect the condition that the public funding of a research application cannot be combined with support for the same actions carried out under another State aid or individual aid project;
   13. indicate the identification number of the research application in all documents related to the implementation of the research application, including payment orders, purchase orders;
   14. to ensure that the risk of double funding is avoided;
   15. inform the Council if a non-economic research application no longer fulfils the criteria referred to in Sub-paragraph 2.1 and 2.3 of the Cabinet Regulation of the Activity; (if applicable);
   16. without prejudice to the other provisions of the Agreement, to provide the Council or any other body involved in the management of the European Union Funds, as the case may be, with the information requested, to the extent requested, relating to the implementation of the research application or the fulfilment of the obligations under the Agreement, without prejudice to whether the information requested is held by the research application implementer or the co-operation partner, on the basis of a request to that effect, without delay but at the latest within the time limit specified by the Council or any other body involved in the management of the European Union Funds, as the case may be;
   17. if necessary, provide representatives of the Council and other institutions involved in the management of European Union funds access to the originals or derivatives of all documents related to the implementation of research applications with legal force and to the accounting system, as well as the place of implementation of the relevant research application, as well as provide opportunities for the council and other European Union funds under the management for the representatives of the participating institutions to carry out monitoring and control during the entire duration of the Agreement, as well as 10 years from the date of grant of support in accordance with Commission Regulation (EU) No 651/2014 of 17 of June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the European Union, 26 June 2014, No L 187) to Article 12;
   18. ensuring that the necessary procurement is carried out in the framework of the research application, applying the appropriate public procurement procedures in the cases provided for in the laws and regulations;
   19. ensure that the supporting documents for expenditure comply with the supporting material for supporting documents for expenditure and results published on the Council's website [www.lzp.gov.lv;](http://www.lzp.gov.lv)
   20. provide information and publicity activities for the research application in accordance with Paragraphs 90 and 91 of the Cabinet Regulation of the Activity and publish up-to-date information on the implementation of the research application on its website at least every 6 months;
   21. within 5 (five) working days after the authorisation has been finalised, submit to the Council a certified copy of the authorisation of the persons authorised to approve payment requests and sign other documents related to the implementation of the research application on behalf of the research application implementer, if such authorisation has been issued by the research applicant. In the event that the authorised representative designated by the research application implementer is not authorised to sign all documents related to the implementation of the research application, the research application implementer is obliged to provide the Council at the same time with information on the extent of the authorisation of the authorised representative;
   22. inform the Council immediately, but no later than within 3 (three) working days, of any circumstances which delay and restrict, or are likely to delay and restrict, the implementation of the research application in accordance with the terms of the Agreement, of any non-compliance, or of any other material circumstances which adversely affect or are likely to affect the timely and qualitative performance of the obligations arising from the Agreement.
2. The research application implementer has the right to:
   1. receive the necessary funding in time for the implementation of the actions/activities of the research application, as specified in the Cabinet Regulation of the Activity;
   2. receive information, advisory and methodological support from the Council at all stages of the research application;
   3. receive advisory and information support from the Council on issues related to the achievement of the objectives of the Latvian Smart Specialisation Strategy, the implementation of growth priorities or the development of specialisation areas related to the implementation of the research application;
   4. receive information, advisory and methodological support from the Council for the information and publicity activities on the research application;
   5. take part in information and publicity activities implemented by the Council;
   6. receive the Council's organisational support for postdoctoral training activities;
   7. consult the initial, mid-term and final assessments of the experts listed in the database of foreign scientific experts for the corresponding research application;
   8. implement the research application in synergy with Horizon 2020; Creative Europe or equivalent projects from other programmes, in accordance with the Synergy Procedure.

**IV Entry into force of the Agreement, implementation period and period of eligibility of costs**

1. The Agreement shall enter into force on the date of signature by the last Party and shall remain in force until the obligations arising therefrom have been fulfilled in full.
2. The research application implementer shall start the implementation of the research application on [.].[.].[.] and shall implement the research application until [.] [.].[.],, but no later than 30 June 2029.
3. The period of eligibility of costs under a research application shall begin on [.] [.].[.] and shall last until the deadline for the implementation of the research application set out in Paragraph 11 of the Agreement.
4. Costs incurred during the implementation of the research application are also eligible if they are paid no later than one month after the expiry of the research application.

**V. Rules for funding a research application**

1. The total approved cost of the research application is [[budg.total]].
2. The total eligible costs of the research application are [[budg.total]] and are financed from the following financial sources:
   1. European Regional Development Fund funding of [[fp.erdf]], representing [[fp.eraf.percentage]] % of the total eligible costs of the research application;
   2. funding raised by the research application implementer – [[fp.other]] amounting to [[fp.other.percentage]] % of the total eligible costs of the research application, including from economic activities [[fp.other\_eco]] amounting to [[fp.other\_eco.percentage]] %; credit resources [[fp.other\_cred]] of [[fp.other\_cred.percentage]] %; in-kind contribution [[fp.other\_kin]] of [[fp.other\_kin.percentage]] %; and base funding [[fp.other\_custom]] of the research institution of [[fp.other\_custom.percentage]] % of the total eligible costs of the research application.

16. An advance is paid to the implementer of the research application within 30 (thirty) working days from the day of initiation of the research application – [.] EUR ([.] *EUR*[.] cents) up to a maximum of 30 % of the total co-financing from the European Regional Development Fund and the state budget, the advance may be paid in instalments.

If the advance is paid in instalments, the remaining advance shall be received by the research application implementer within 30 working days of the written request and justification of the need for the advance being submitted to the Council, but no earlier than the second payment request being submitted to the Council. The Council shall be entitled to refuse to make an advance payment if the request for an advance payment submitted by the research application implementer does not justify the need for the advance payment or if the justification provided is insufficient. The Council shall be entitled to defer the payment of advances and interim payments until the mid-term scientific report has received a consolidated assessment of “Complies” or “Complies with the condition” by the experts included in the database of foreign experts. The amount of the advance requested must be used within 12 months of the advance or part of it being granted. When making advance and interim payments, the Council shall respect the condition that the total amount of such payments may not exceed 90 % of the total amount of co-financing from the European Regional Development Fund and the state budget allocated to the research application.

17. The direct eligible costs of the research application are [[budg.total.eligib]].

18. Unitary cost according to the standard rates and conditions laid down in the Cabinet Regulation of the Activity:

18.1 in accordance with Sub-paragraph 62.2, unitary cost is set at EUR 1000.00 per month;

18.2 in accordance with Sub-paragraph 62.4, unitary cost is set at EUR 710.00 per month;

18.3 in accordance with Sub-paragraph 62.5, unitary cost is set at EUR 660.00 per month;

19. The cost of a lump-sum benefit to cover the costs of relocating to Latvia as part of a research application, in accordance with the costs referred to in Sub-paragraphs 62.4 and 62.5 of the Cabinet Regulation of Activity.

20. The costs by the research application submitter for administrative and infrastructure resources are in line with the simplified cost methodology, according to the costs specified in point 62.3 of the Cabinet of Ministers regulation.

**VI. Procedures for submission, examination and control of review documentation,**

**intermediate and final scientific results**

21. The implementer of the research application is obliged to submit electronically to the Council's POSTDOC information system within the time limits specified in the Agreement:

21.1 a payment claim at least semi-annually in accordance with the payment claim submission schedule established by the Council, including a summary of the actual eligible costs other than unitary cost. Supporting documentation for the postdoctoral researcher's timesheets and supporting documents for actual costs not included in the unitary cost shall be submitted with the request for payment. The payment request shall be accompanied by the relevant annexes on the results achieved in the research application, according to the timeline indicated in the research application;

21.2 a mid-term scientific report in English by [.] [.].[.] in accordance with the format established by the Council.

21.3. a final scientific report in English on [.] [.].[.] in accordance with the form established by the Council.

22. The Council shall arrange for mid-term and final scientific reports to be evaluated by experts listed in the database of foreign scientific experts.

23. The Council shall examine the documentation supporting the payment request within 20 (twenty) working days and send the results of the examination to the research application implementer.

24. within 15 (fifteen) working days of the verification of the payment request documentation and the approval of the eligible costs corresponding to the research application, the Council shall make a transfer to the account of the research application implementer.

25. If necessary, the Council shall request the research application implementer to supplement the necessary documentation and information, including explanations, clarifications and other documents. The implementer of the research application shall be obliged to provide the Council with the additional documents and information requested by it within the time limit set by the Council, provided that the time limit set by the Council shall not be shorter than five working days from the receipt of the request.

26. Based on a relevant request of the research application implementer, the council may extend the deadline for submitting the first documents to be submitted by the research application implementer, if such a request is justified. The implementer of the research application submits the request to the council in writing no later than 15 (fifteen) working days before the deadline for submitting the relevant documents.

**VII. Making payments and refunding improperly made payments**

27. Payments of eligible costs shall be made to the account opened by the research application implementer with the Treasury and specified in the requisites section of the Agreement within 15 (fifteen) working days after the Council has approved the eligible costs corresponding to the research application.

28. The research applicant shall ensure the traceability of payments made and, in the implementation of the research application, shall account for eligible expenditure, income, costs, cash flows related to the research application in its accounting records in accordance with the requirements of laws and regulations and generally accepted accounting principles in such a way that they can be identified, verified and distinguished from other costs, income, expenses, cash flows.

29. Where the research application implementer or co-operation partner of a research application is active in a non-supported sector but the support under this research application is intended for a supported sector, it shall ensure that the financial flows for the implementation of the research application in the supported sector are clearly separated from the financial flows in the other sectors of activity of the research application implementer or co-operation partner during and after the post-monitoring period of the research application. At the same time, the research application implementer and the co-operation partner shall ensure that separate accounting records are kept for the receipts and payments of economic transactions related to the implementation of the project, and that the activities and the financial flows related to their implementation are separated in accordance with the requirements of the regulatory acts.

30. By signing the Agreement, the research application implementer undertakes to reimburse to the Council, within 10 (ten) working days of receipt of a written request from the Council, or within such other period as the Council may specify, or on its own initiative, the amount overpaid or unduly paid to the research application implementer to the account specified by the Council, if there has been an overpayment or unduly paid of funding or part thereof (including an advance payment) or to agree in writing with the agency a timetable for reimbursement of the overpaid funding or part thereof.

**VIII. Rules for attracting co-operation partners**

31. The implementer of a research application shall be obliged to conclude a cooperation agreement with the co-operation partner, setting out the substantive, technical and financial terms of the cooperation, the rights, obligations and responsibilities of the parties, including access to the co-operation partner's infrastructure and other resources for the implementation of the research required by the research application. The agreement provides for the duration of the postdoctoral researcher's stay at the co-operation partner institution.

32. The Council, the Co-operation Institution, the European Commission or other competent authorities specified in the relevant laws and regulations of the European Union or the Republic of Latvia may carry out inspections at the Latvian co-operation partner institution.

33. The implementer of the research application can provide funding to the co-operation partner according to the budget of the research application, the costs of the implementation of the research application from the funding of the research application.

34. The cooperation agreement stipulates that the rights and obligations related to the implementation of the research application transferred to the co-operation partner cannot be transferred to another person.

35. If the research application is implemented in partnership with a co-operation partner, the implementer of the research application assumes full responsibility for the implementation of the research application and the fulfilment of the obligations stipulated in the Agreement. The implementer of the research application is responsible for any inconsistencies and violations committed during the implementation of the research application, regardless of whether such inconsistency or violation arose as a result of the actions of the co-operation partner involved in the implementation of the research application. The mutual responsibility of co-operation partners and the implementer of the research application for inconsistencies and violations can be stipulated in the cooperation agreement concluded between the implementer of the research application and the co-operation partner.

36. If it is necessary to make amendments to the cooperation agreement of the research application, which affect the implementation of the planned actions/activities of the research application and the achievement of the planned results, and consequently it is necessary to make amendments to this Agreement as well, the implementer of the research application shall submit for coordination the draft of the amendments to the cooperation agreement and coordinate the amendments to the Agreement in accordance with Chapter XVII of the Agreement.

37. Amendments to existing cooperation agreements which do not affect the implementation of the actions/activities and the achievement of the expected results planned in the research application and this Agreement shall be notified by the research application implementer to the Council and attached to the next payment claim documentation for the current reporting period.

38. The implementer of the research application confirms that it will regularly advise the co-operation partner, if necessary, and provide it with the necessary information on the progress of the research application.

**IX. Accounting rules**

39. The research application implementer and the co-operation partner shall ensure separate accounting and financial planning for the research application in accordance with the laws and regulations of the Republic of Latvia and international accounting rules as from the date of entry into force of the Agreement or after the submission of the research application, if the start of eligible activities and eligible costs are planned in accordance with Paragraph 47 of the Cabinet Regulation of the Activity.

40. The research application implementer shall prepare payment orders indicating the economic classification codes of the budget expenditure in accordance with the applicable laws and regulations of the Republic of Latvia on the economic classification of budget expenditure (only for institutions financed by the state budget).

**X. Prohibition of delegation**

41. The research application implementer undertakes to carry out the obligations arising from the Agreement, as well as the duties and tasks set out therein, independently or jointly with a co-operation partner, in accordance with the Cabinet Regulation of the Activity.

42. The research application implementer and the co-operation partner are prohibited from assigning their rights of recourse under the Agreement to third parties.

43. The implementer of the research application hereby acknowledges that it has read and agrees to comply with the prohibition to delegate any of the duties and tasks, or parts thereof, referred to in the Agreement to third parties other than the co-operation partner involved in the implementation of the research application. This prohibition does not apply to outsourcing and service contracts.

**XI. Documents and rules for their storage**

44. The research application implementer and the co-operation partner shall ensure that the records of the research application are kept separately from the institution's general records.

45. The research application implementer and the co-operation partner shall ensure that all documentation (including orders, payment orders) relating to the implementation of the research application indicates the research application number [[number]] and the project agreement number 1.1.1.9/1/24/I/001, and that agreements and orders include a reference to the co-financing of the research application concerned by the European Regional Development Fund.

46. The research application implementer and the co-operation partner shall be responsible for ensuring that all documentation related to the implementation of the research application is kept, including the research application submission, correspondence related to the research application, tender notices, regulations, documentation on procurement procedures, works and contractors, documentation relating to the research application, contracts concluded and correspondence relating to contracts, supporting documentation for works, supplies and services carried out, documentation relating to payments made (invoices, payment orders, bank statements for expenditure incurred), supporting documents, etc. for ten years from the date on which the aid is granted.

**XII. Prohibition of conflict of interest**

47. The implementer of a research application shall ensure that no situation arises which may give rise to a conflict of interest for the promoter, its employees, co-operation partners or other persons involved in the implementation of the research application.

48. The concept of conflict of interest shall be interpreted in accordance with the applicable laws and regulations of the European Union and the Republic of Latvia, including, *inter alia*, any situation where, due to personal, family, economic interests or other circumstances, a person's impartiality may be called into question when making significant decisions related to the use of the awarded funding (e.g. when concluding contracts, selecting co-operation partners, etc.) in the course of the research application.

49. The Council shall have the right to verify whether a conflict of interest exists and, if necessary, to require that activities be taken to avoid any such conflict.

**XIII. Intellectual property rights**

50. The results of the research application, including intellectual property rights, as well as the documentation of the research application and other documents related to the research application, are the property of the implementer of the research application.

51. By signing the Agreement, the implementer of the research application grants the council the right to freely deal with the documentation of the research application and the results of the research application, especially in connection with their demonstration or distribution, without infringing intellectual property rights.

**XIV. Confidentiality**

52. The Parties agree that the obligations arising from the Agreement, as well as the information provided or obtained to the Parties for the purposes of their implementation, are confidential, unless the legal norms applicable in the Republic of Latvia stipulate otherwise.

53. Each of the Parties undertakes not to disclose information of confidential content received from the other Party or other persons involved in the project in the course of the research application and project implementation, which has become known to the Parties.

54. Information is not considered confidential if it is publicly available in accordance with the laws and regulations of the Republic of Latvia.

**XV. Responsibility**

55. The parties are independently responsible for all damages caused to the Council, the implementer of the research application, other co-operation partners involved in the project or any other person as a result of their inappropriate behaviour (action or inaction) within the scope of the research application.

56. The parties are independently responsible for the correctness and truthfulness of the provided news, information and documentation.

57. If a negative final evaluation of the research application of the experts included in the database of independent foreign scientific experts has been received, or if the final results have not been fully achieved according to the expert's evaluation, the Council reserves the right not to pay the final payment or to pay it partially in accordance with the procedure for making final payments stipulated in Paragraph 87 of this Agreement.

58. The implementer of the research application is obliged to transfer the amount of ineligible costs in the specified amount to the Treasury account opened for the project within 10 (ten) working days from the receipt of the council's written request or within another deadline set by the council.

59. The Council is not responsible for any damages incurred by the implementer of the research application in the course of fulfilling the obligations specified in the Agreement, especially in cases where the fulfilment of the obligations of the Agreement is interrupted as a result of the termination of the Agreement.

60. The non-eligible costs are covered by the implementer of the research application from his own financial resources.

61. The Parties are not responsible for non-fulfilment of the obligations provided for in the Agreement, if this occurred as a result of force majeure.

62. Force majeure in the Agreement means any unforeseen emergency situations or events that are beyond the control of the Parties and did not arise as a result of their actions, and at the same time prevent one of the Parties from fulfilling the obligations provided for in the Agreement, and which could not have been avoided by taking appropriate precautions. A Party which is unable to perform its obligations may not cite as force majeure defects in equipment or materials or delays in their delivery (unless the problems in question arise directly from force majeure), labour disputes, strikes, problems of a financial nature or political situation, etc.

63. If either Party is confronted with force majeure, it shall notify the other Party immediately, but no later than within 3 (three) working days, indicating the nature of the circumstances, their probable duration and foreseeable consequences.

64. Neither Party shall be held liable for failure to perform its obligations under the Agreement if such failure is due to force majeure. The Parties shall take the necessary a to minimise the damage caused thereby. If, in the event of force majeure, the Parties could have taken activities to mitigate the damage but failed to do so, the Party responsible shall compensate the other Party for the damage caused.

**XVI. Inspections and audits**

65. The implementer of the research application certifies that for 10 (ten) years, counting from the date of grant of support, he will provide representatives of the Council, the European Commission or other competent institution in accordance with the laws and regulations of the European Union or the Republic of Latvia access to the documentation related to the implementation of the project and will provide other requested information, which necessary for financial control and auditing.

66. The Council shall carry out inspections at the site of the research application, the timing of which shall be agreed with the applicant at least five (5) working days in advance.

67. The inspections referred to in Paragraph 66 of the Agreement may be carried out throughout the duration of the Agreement. The number of inspections is not limited and they can also be carried out without warning.

68. Inspections at the site of the research application may also be carried out by the European Commission or other competent authorities specified in the relevant laws and regulations of the European Union or the Republic of Latvia, as provided for in Sub-paragraph 23.4 of the Cabinet Regulation of the Activity, throughout the duration of the Agreement and for 10 (ten) years from the date of the last grant of aid.

69. The verifications shall be documented in accordance with the procedures adopted by the Council, while ensuring transparency and traceability of the process and the decision taken, and the Council shall inform the applicant in writing of the results of the verifications and, where necessary, indicate the deficiencies to be corrected. Such instructions shall be binding on the research application implementer and shall be enforceable within the time period specified by the Council.

70. If, during the implementation of the research application, expenses are detected that do not meet the requirements of the Cabinet Regulation of the research application and Activity, the Council requests explanations from the implementer of the research application and, if necessary, decides on a reduction of the funding of the research application in accordance with the amount of non-compliant expenses.

71. The Council requests explanations from the implementer of the research application regarding the untapped financial resources in the research application and, if the financial resources are not acquired by the end of the implementation of the research application, decides on a reduction of the funding of the research application according to the amount of the untapped financial resources.

72. In order to ensure the fulfillment of the requirements set out in Paragraphs 68, 69 and 71 of the Agreement during the validity of the Agreement and during the post-monitoring period, the implementer of the research application:

72.1 provides the Council, the European Commission or another competent institution in accordance with the laws and regulations of the European Union or the Republic of Latvia with all the necessary information about the progress of the performance of the obligations provided for in the Agreement;

72.2 ensures appropriate access rights to the places of execution of the Agreement, premises, results achieved within the framework of the research application, originals of documents and other information related to the fulfilment of the obligations of the Agreement, including information in electronic format;

72.3 provide the Council, the European Commission or any other competent authority in accordance with the laws and regulations of the European Union or the Republic of Latvia with the opportunity to organise interviews with the persons involved in the implementation of the Agreement and with the Latvian co-operation partners;

72.4 provides the Council, the European Commission or another competent institution in accordance with the laws and regulations of the European Union or the Republic of Latvia with appropriate conditions (premises, working conditions, etc.) for checking the results of documents and research applications;

72.5 if necessary, issues copies of documents requested to the Council, the European Commission or another competent institution in accordance with the laws and regulations of the European Union or the Republic of Latvia;

73.6 ensures the presence of responsible persons implementing the research application;

73.7 provides other necessary help and support.

**XVII. Agreement amendment, termination and suspension of funding**

73. The parties have the right to amend the Agreement by mutual agreement in writing. Oral amendments to the Agreement are not valid and do not bind the Parties. Both Parties shall have the right to propose amendments to the Agreement.

74. If the basic data of the Parties have changed (name of the institution, contact information, legal address, registration number, bank details, etc.), the Party, after receiving a notification about the change of basic data, accepts it for information and incorporates it into the content of the Agreement with subsequent amendments to the Agreement. During the validity of the Agreement, the Parties are obliged to notify the other Party of any changes in the basic data no later than 3 (three) working days after making the relevant changes.

75. If situations arise during the execution of actions/activities of the research application, as a result of which changes are expected that affect the implementation of the research application and the achievement of the deliverables and do not correspond to the originally planned, the implementer of the research application or the Council proposes to amend the concluded Agreement.

76. In order to propose amendments to the Agreement, the implementer of the research application no later than one month before the necessary amendments to the Agreement enter into force and no later than one month before the end of the period of implementation of the research application, submits a written submission to the council, which provides the justification for the need for amendments to the Agreement and formulates the wording of the proposed amendments to the Agreement. and submits the relevant sections of the revised research application submission form, research application submission appendices and other documents that are an integral part of the Agreement, if the proposed amendments to the Agreement lead to changes in the content of these documents.

77. If, in accordance with the procedure for the implementation of the research application, the proposed amendments to the Agreement are related to the co-operation partner's involvement in the implementation of the research application, the implementer of the research application is obliged to make relevant amendments to the cooperation agreement.

78. Agreement amendments are made in the following order:

78.1 the implementer of the research application submits a written amendment proposal to the council;

78.2 within 20 (twenty) working days after receiving the amendment proposal, the Council evaluates the usefulness, reasonableness and necessity of the submitted amendments to achieve the initial goal of the research application and makes appropriate amendments to the Agreement or rejects the amendment proposal, informing the implementer of the research application;

78.3 if the Council rejects the amendment proposal, it indicates the reasons for the refusal, as well as, if necessary, information on the clarifications to be made in the amendment proposal and the procedure for its resubmission;

78.4 if clarifications of the amendment proposal are to be made, the deadline for evaluating the amendments is extended by the time required for the submission and consideration of the clarifications, which does not exceed 20 (twenty) working days from the moment of submission of the clarifications of the amendments.

79. If the implementer of the research application has received the evaluation of the mid-term scientific report by the experts included in the database of foreign scientific experts as “Does not meet” or “Meets with condition”, the implementer of the research application shall, if necessary, make amendments to the research application according to the suggestions and recommendations of the experts included in the database of foreign scientific experts.

80. Amendments to the Agreement on the final amount of eligible expenses shall be formalised as a unilateral announcement by the Council.

81. If the amendments to the Agreement proposed by the research application implementer are approved, they shall enter into force on the date set out in the approval letter of the Council approving the amendments to the Agreements or on the date set out in the amendments to the Agreements signed by the Parties.

82. In cases not stipulated in this Agreement, amendments to the research application should not be made.

83. The Agreement is valid until the obligations specified in the Agreement are fully fulfilled.

84. If the implementer of the research application proposes to terminate the Agreement and the implementer of the research application did not incur expenses during the implementation of the research application, nor does he have any other obligations towards the council arising from the Agreement, the council within 20 (twenty) working days from the moment when the written proposal of the implementer of the research application is received evaluation, after which a signed agreement on termination of the Agreement is sent to the implementer of the research application.

85. If the implementer of the research application proposes to terminate the Agreement and the implementer of the research application has incurred expenses during the implementation of the research application, the council within 20 (twenty) working days from the moment when the written proposal of the implementer of the research application is received:

85.1 conducts an evaluation of the circumstances;

85.2 makes a decision on suspending funding or requesting the return of previously granted funding, it is sent to the implementer of the research application and the cooperation institution.

86. In cases where the Agreement is terminated in accordance with the written agreement of the Parties, the date of termination of the Agreement shall be considered the day when it was signed by the last of the Parties, unless another date of termination of the Agreement has been determined by agreement.

87. The Council decides on termination of funding and full or partial refund of funding if the implementer of the research application initiates the termination of the Agreement on the basis that:

87.1 the executor of the research application – the postdoctoral researcher terminates the employment relationship, and the results of the activities and performance indicators have not been achieved according to the timeline;

87.2 the evaluation of the mid-term scientific report of the experts included in the database of foreign scientific experts has been received as “Does not meet” and at the same time the performance indicators according to the timeline have not been achieved;

87.3 the evaluation of the final scientific report of the experts included in the database of foreign scientific experts has been received as “Does not meet”, or the results of the evaluation of the experts included in the database of foreign scientific experts by the European Commission or equivalent have been partially achieved.

88. The amount to be repaid in the case of Paragraphs 86 and 88 of this Agreement is evaluated and calculated proportionally to the achieved results and performance indicators according to the duration of the activities included in the research application, the achievable results and performance indicators.

89. If the Council decides on the refund of the funding of the research application, within 10 (ten) working days after receiving the relevant written request from the Council or within another deadline determined by the Council, the reimbursable amount shall be transferred to the Council to the account indicated by the Council, or shall agree in writing with the Council on the repayment schedule.

90. The Council has the right to unilaterally terminate the Agreement before the term specified in the Agreement and to decide on the suspension of funding and a possible request for the return of the previously allocated funding or part of the funding, if any of the following cases exist:

90.1 the implementer of the research application significantly violates or fails to fulfil the requirements set out in the Agreement or the laws and regulations of the European Union and the regulatory acts of the Republic of Latvia, and this is determined by the Council or, in accordance with the laws and regulations of the European Union and the regulatory acts of the Republic of Latvia, another competent institution;

90.2 the implementation of the research application is not started within the term specified in the Agreement;

90.3 the executor of the research application – the postdoctoral researcher terminates the employment relationship with the research applicant;

90.4 it is established that all costs of the research application are recognized as ineligible;

90.5 the implementer of the research application has not ensured the financial management and control of the research application, accounting, document storage and availability in accordance with the provisions of the Agreement during its implementation;

90.6 the implementer of the research application has knowingly or negligently provided false information in connection with the research application to the Council, the European Commission or any other competent institution;

90.7 there are changes in the legal, financial, technical or organizational situation of the implementer of the research application, which may significantly affect the execution of the Agreement or call into question the validity of the European Union fund allocation;

90.8 the implementer of the research application has committed fraud, corruption or any other illegal activities that harm the financial interests of the European Union.

91. In the event of any of the circumstances referred to in Section XVII of the Agreement, the Council shall notify the research applicant and, if possible, set a deadline of not less than ten (10) working days to remedy the deficiencies identified.

92. The Council shall have the right to terminate the Agreement unilaterally before the date specified in the Agreement and to decide on the suspension of funding for all eligible costs incurred by the research application implementer up to the date of termination if the research applicant is prevented by force majeure from carrying out the research application for more than one month from the date on which the force majeure occurred and the Council has not established any of the circumstances referred to in Section XVII of the Agreement.

93. In cases where the Agreement is terminated by the Council's unilateral notice, the Council sends the research application implementer a relevant written notice or decision, indicating the date on which the Agreement is considered terminated, as well as the obligations that the research application implementer has in force after the termination of the Agreement.

94. The contract shall be considered invalid from the date of its signing, if it was concluded on the basis of an illegal decision on the approval of the research application submission and the said decision was cancelled.

1. **Procedure for resolving disputes**

95. Any disputes and disagreements arising from the performance of the obligations arising from the Agreement shall be resolved through mutual negotiations.

96. If the Parties are unable to agree on the resolution of the dispute as a result of mutual negotiations within a reasonable time, the dispute shall be resolved in accordance with the procedure provided for in the regulatory acts of the Republic of Latvia.

**XIX. Closing issues**

97. The implementer of the research application is obliged to ensure compliance of the implementation of the research application with the laws and regulations of the European Union and the regulatory acts of the Republic of Latvia on issues of equal opportunities and sustainable development, as far as it is related to the implementation of this research application.

98. The implementer of the research application is obliged to ensure that the Council has access to the personal data (name, surname, personal identity number) of the persons involved in the implementation of the research application and the right to use them in accordance with the regulatory acts of the Republic of Latvia.

99. The personal data of the representatives of the Parties specified in the agreement, the personal data of the contact persons specified by the Parties, as well as the personal data of the participants involved in the research application and the employees of the Parties are processed by the Parties as controllers in accordance with the applicable regulatory acts, including 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.

100. In connection with the processing of personal data, the Parties undertake to take all necessary technical and organizational activities to ensure the protection of the rights of data subjects and the security of personal data.

101. The Parties confirm that they have obtained the data of the persons they submit to each other legally, and also confirm that these persons are aware of the processing of personal data by the Parties and the transfer of data to the other party. The Parties agree that the implementer of the research application, when collecting personal data from the participants involved in the implementation of the research application, informs the participants about the processing of personal data by the Parties as controllers.

102. The Agreement supersedes any prior correspondence or agreement between the Parties related to the implementation of the research application.

103. The Parties agree that the names of the sections of the Agreement are indicated only for the sake of transparency, so they do not affect the translation of the Agreement.

104. The provisions of the Agreement are also binding on the Parties' successors.

105. The Agreement is drawn up in Latvian and signed with an electronic signature on 17 pages.

106. When concluding the Agreement, the following annexes are attached to it, which are an integral part of the Agreement:

106.1 deadlines and amounts for submitting payment requests for the reporting period;

106.2 the research application (together with Research project proposal) submitted by the research application implementer on [...].

107. The payment request schedule (PR) may be updated during the implementation of the research application if necessary, with mutual agreement between both parties and without making amendments to the agreement. The research applicant is obligated to inform the Council about any changes to the planned PR amounts or submission deadlines by submitting the PR schedule in the Council's POSTDOC information system.

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| On behalf of the Council: | On behalf of the research application implementer:  [[applicant.name]]  Registration No.  [[applicant\_registration\_no]]  Registered address  [[applicant.legal\_address]]  Details of the Public Treasury account  Bank name: [.]  SWIFT code: [.]  IBAN account: [.] |
| Responsible authority Responsible authority | |
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