

GENERAL TERMS AND CONDITIONS

for contracts concluded by the NRDI Office for the performance of expert tasks under the RDI Act

1. Scope of the General Terms and Conditions, background, purpose of the agency contract

- 1.1. For the purposes of these General Terms and Conditions (hereinafter: “**GTC**”), the Principal is the following:
National Research, Development and Innovation Office
seat: 1077 Budapest, Kéthly Anna tér 1.
representative: Ádám István Kiss, President
individual general government ID: 831004
tax number: 15831000-2-42
account provider, bank account number: Hungarian State Treasury, 10032000-00334820-00000000
(hereinafter: “**NRDI Office**” or the “**Principal**”).
- 1.2. The Principal has been appointed as the managing body of the National Research, Development and Innovation Fund (hereinafter: “**NRDI Fund**”) pursuant to Section 2 of Government Decree 344/2019 (XII.23.) of 23 December 2019 on the National Research, Development and Innovation Office and on the designation of the managing body of the National Research, Development and Innovation Fund (hereinafter: “**Government Decree**”).
- 1.3. The present GTC are applied in order to perform the expert tasks required by Act LXXVI of 2014 on Scientific Research, Development and Innovation (hereinafter: “**RDI Act**”), to ensure broad professional participation in such tasks and to ensure transparency in the assessment processes related to the calls for proposals managed by the NRDI Office.
- 1.4. Pursuant to Section 27 (1) and (2) of the RDI Act, the beneficiary shall, taking into account the duration specified in the call for proposals, report on the use of the public funding awarded from the NRDI Fund and the progress of research to the Principal, which shall decide on the basis of an expert opinion on the acceptance of the report and, accordingly, on the further disbursement of the public funding, and, if necessary, on the amendment or termination of the funding agreement. On completion of the research under the funding agreement, the effectiveness of the activity and the use of the public funding will be evaluated by experts on the basis of a report prepared by the beneficiary.
- 1.5. Pursuant to Sections 10/D-10/F, 25, 29 and 29/B of the RDI Act, the Principal shall set up specialised boards for the development of the concept of research, development and innovation programmes and call for proposals and for the evaluation of programmes, call for proposals and reports, in accordance with the RDI Act, and Principal shall set up expert groups or other assessment boards as well to support the activities of the specialised boards, the members of the expert groups shall be invited for a limited period of time, taking into

account the recommendations of the specialised boards.

- 1.6. Pursuant to Sections 10/D-10/F, 25 (2), 29 and 29/B of the NRDI Act, unless otherwise specified in the call for proposals, RDI call for proposals financed by the NRDI Fund are checked for formal compliance by the NRDI Office, and their content is assessed by the proposing bodies invited by the NRDI Office or by the minister responsible for the coordination of government policy for science, including the programme management system bodies defined in Section 29/B (2). On the basis of the proposing bodies' recommendations, the expert group or other assessment boards commissioned by the Principal will evaluate and rank the proposals individually in terms of their compliance with the selection criteria of the relevant call for proposals. On recommendation of the proposing bodies expert groups or other assessment boards commissioned by the NRDI Office may assist the work of the proposing bodies. Experts whose identity is not known to the applicants (hereinafter: "**anonymous experts**") may also be involved in the evaluation, at the request of the president of the NRDI Office, the proposing bodies, the expert group or other assessment boards. Pursuant to Section 25 (3) of the NRDI Act, a call for proposals may provide for the evaluation of proposals in a different order, including the case where the NRDI Office informs the applicants or beneficiaries of the names of the experts involved in the evaluation of the submitted project proposals after the decision on the call for proposals. In addition, the NRDI Office shall, pursuant to Section 5 (1) e) and f) of the Government Decree, perform the tasks related to budgetary funds for the innovation-related objectives of operational programmes, which are delegated to it by the Minister responsible for science policy coordination.
- 1.7. The NRDI Office performs the tasks related to the qualification of research and development activities pursuant to Section 36 (1) of the RDI Act, and within this framework, it qualifies a project upon request with regard to the activities it involves, and a project group with regard to whether the projects included in the project group by the applicant can be considered research and development activities pursuant to Section 3 of the RDI Act. The NRDI Office is entitled to call upon the assistance of experts with appropriate expertise in the preparation of its expert opinion, if the preparation of the expert opinion requires specific expertise.
- 1.8. The Presidential Instruction issued by the President of the NRDI Office on the rules applicable to the bodies and experts employed by the National Research, Development and Innovation Office (hereinafter: "**Presidential Instruction**") pursuant to Section 25 (5) of the NRDI Act shall govern any assignment covered by these General Terms and Conditions, and is available on the NRDI Office's website (<https://nkfi.gov.hu/english-2017/mission-and-public-duties/agency-contracts>).
- 1.9. Based on Section 1.2 of Government Decision 1942/2015 (XII. 15.) on the settlement of certain personnel issues related to the control, prioritisation and evaluation of public funding (hereinafter: "**Government Decision**"), for members of the scientific councils, the Innovation Board and the expert groups covered by Government Decision 1700/2012 (XII. 29.) on the pension policy principles applicable in the public sector, the maximum term of agency is three years; for experts, the maximum term of agency is the duration of the expert registration with the NRDI Office.
- 1.10. The NRDI Office is also entitled to conclude an agency contract with a person acting as a member of the expert panel or group or assessment board under the NRDI Act, who is subject to Government Decision 1700/2012 (XII. 29.) on the pension policy principles

applicable in the public sector, on the basis of Section 1.1 of the Government Decision, even without special authorisation.

- 1.11. By accepting the agency contract, the Agent undertakes to perform the tasks set out in the purchase order (hereinafter: “**Purchase Order**”) issued in accordance with these GTC on the basis of the agency contract and the invitation of the NRDI Office or by the minister responsible for the coordination of government policy for science (hereinafter: “**Invitation Letter**”) and confirmed by the Agent,.
- 1.12. The tasks of the Agent may include the following tasks under the terms of the agency contract and, where relevant, under the terms of the Invitation Letter or the Purchase Order:
- a) evaluation of research, development and innovation project proposals submitted in response to calls for proposals financed from the NRDI Fund; performance of expert tasks pursuant to Sections 10/E-10/F, 25 (2) to (3), 29 and 29/B of the NRDI Act;
 - b) evaluation of research, development and innovation proposals submitted in response to calls for proposals financed from the NRDI Fund as a member/chair of the expert group or other assessment boards under Sections 10/E-10/F, 25 (2), 29 and 29/B of the NRDI Act;
 - c) peer review of scientific reports submitted to the Principal in the implementation of research, development and innovation projects financed from the NRDI Fund;
 - d) evaluation of requests for research, development and innovation policy opinions submitted to the Principal in the expert capacity under the terms of the Presidential Instruction on the procedures for the development of research, development and innovation policy opinions of the National Research, Development and Innovation Office;
 - e) evaluation of the scientific reports of projects awarded a positive policy opinion under point d);
 - f) participation in the body or bodies set up to evaluate requests for research, development and innovation policy opinions submitted to the Principal in connection with proposals under point d);
 - g) participation as chair, co-chair or member in the work of the proposing bodies under the RDI Act;
 - h) participation as chair, co-chair or member in the work of the bodies under the programme management system specified in Section 29/B(2) of the RDI Act;
 - i) performance of monitoring expert tasks;
 - j) performance of technology manager tasks;
 - k) performance of expert tasks related to the qualification of research and development activities under the RDI Act.
- 1.13. In return for the performance of their duties, the Principal shall pay the Agent a fee in accordance with clause 4.
- 1.14. The detailed rules for participation in the peer review under these GTC and the Purchase Order are set out in the Presidential Instruction and the rules of procedure approved by the President of the NRDI Office, which are available on the NRDI Office’s website (<https://nkfih.gov.hu/english-2017/mission-and-public-duties/agency-contracts>).

2. Rights and obligations of the Agent

- 2.1. The Agent shall perform their tasks in an unbiased and impartial manner, on the basis of the evaluation criteria provided by the Principal, to the best of their professional knowledge and,

if so provided by the Principal, shall issue a review report.

- 2.2. In the performance of their duties, the Agent shall provide a complete, consistent and, according to the evaluation criteria, meaningful evaluation or expert opinion.
- 2.3. In performing the tasks under clauses 1.12. a) to j), the Agent shall promote the optimal use of the awarded funding by contributing to the selection of innovative research and development proposals and, if mandated to do so, shall monitor the social and economic utilisation of the funded projects and the achievement of the strategic objectives of the use of the funding.
- 2.4. The sharing of documents between the Principal and the Agent shall be done electronically, through an online platform. The Principal shall inform the Agent about the platform(s) and their availability in the Invitation Letter, in the Purchase Order or through their contact person, by e-mail. The Agent shall be obliged to register for and perform their expert tasks via this electronic platform, according to the criteria set by the Principal, by the deadline set for this purpose, or, in case of a request by the Principal based on quality assurance purposes, to remedy deficiencies by the deadline set by the Principal. In the course of performing the tasks under 1.12 a) to j), the Agent shall, if so instructed by the Principal, also present the evaluated project proposal or report to specific bodies and answer questions asked during the presentation to the best of their knowledge.
- 2.5. The Agent shall make a declaration on conflicts of interest before commencing their contractual tasks via the online document sharing platform pursuant to clause 2.4 or by any other means specified by the Principal. The circumstances giving rise to a conflict of interest and the declaration on conflicts of interest are set out in Annexes 1 and 2. The Agent acknowledges that in the absence of such a declaration, they shall not be entitled to any remuneration.
- 2.6. The Agent shall also notify the Principal without delay if, after making a declaration pursuant to clause 2.5, they become aware of a conflict of interest in connection with the performance of their duties.
- 2.7. In the framework of the tasks of the monitoring expert under clause 1.12. i), the Agent
 - a) shall, unless otherwise provided for in the call for proposals, examine and evaluate the progress of the funded project in accordance with the criteria defined by the Principal at six-monthly intervals during the implementation period and annually during the maintenance period, in accordance with the schedule set out in the funding agreement or the award letter for the project being evaluated;
 - b) in connection with the performance of the tasks under point a), shall carry out a site visit at the place of implementation of the project and prepare a report thereon for the Principal, and in case of a request by the Principal based on quality assurance purposes, shall remedy any deficiencies within the time limit specified by the Principal;
 - c) in its report under point b), may make a reasoned proposal for the termination of the project;
 - d) shall also examine requests for agreement amendments related to the funded project during the implementation and maintenance period and, on that basis, shall make a recommendation on the acceptability of the amendment request;
 - e) shall evaluate from a technical point of view any other documents provided by the Principal relating to the project under evaluation.

- 2.8. Within the framework of their tasks as technology manager according to clause 1.12. j), the Agent shall contribute in their field of competence to
 - a) the training of reviewers, development and review of training materials;
 - b) the evaluation of the reviewers' work according to a set of criteria defined by the Principal;
 - c) the assignment of reviewers to a project proposal;
 - d) the quality assurance of the evaluation system, in the development of a uniform approach to evaluation.
- 2.9. The Agent shall participate in training programmes and, if necessary, attend trainings on the use of the online platform established in accordance with clause 2.4 organised by the Principal free of charge in order to ensure the professional performance of the contractual tasks.
- 2.10. In performing the tasks under clauses 1.12. a) to j), after the closure of the relevant call, and if so requested by the Principal, the Agent shall provide the Principal with written feedback on the evaluation and its opinion on the terms of the call.
- 2.11. The Agent shall be liable for any damage resulting from any breach of their obligations under these GTC, the agency contract, the Invitation Letter, the Purchase Order or any law.
- 2.12. The Agent declares that they have the necessary means to carry out their activities and the professional experience required to perform them to the required level.
- 2.13. The Agent shall be responsible for complying with the laws, official and other regulations and ethical standards applicable to their activities and to the Principal in connection with the performance of their activities.
- 2.14. The Agent undertakes not to infringe the legal rights of the applicant(s), beneficiary(ies) and requester(s) (in particular, personality, copyright and industrial property rights).
- 2.15. The Agent undertakes not to make or keep copies of written (including electronically received) data which they have received and/or obtained in connection with their tasks and not to assist any unauthorised third party, including applicants, beneficiaries and requesters interested in the procedure, in such activities.
- 2.16. In the event of termination of the contractual relationship, the Agent shall hand over, or in the case of electronic documents, destroy, all documents in their possession or prepared by them and used for the performance of the contract, but shall not be obliged to disclose their own notes or drafts. The destruction of electronic documents shall be declared by the Agent (which may be done by e-mail), while the handover of paper documents shall be recorded in a protocol.
- 2.17. The Agent undertakes that all computers to be used for connection to the Principal's system comply with the basic security requirements, i.e. that they secure both hardware and software against viruses, data theft and damage. The Agent agrees that at no time during the term of the agency contract will the virus definition database on the computer referred to in this clause be older than 2 days.
- 2.18. The Agent acknowledges and agrees that if remote working is permitted and the Principal's system detects the presence of malicious code on the computer initiating the remote connection, the Principal's system will immediately terminate the connection. Re-

establishment of a remote connection is only allowed if the Agent certifies in a protocol that the machine that initiated the connection has been cleaned of malicious code.

- 2.19. The Agent acknowledges that the Principal may at any time, without undue interference to the Agent, verify that the information or data security of the Agent has not been compromised in the performance of their duties and shall, in the area covered by the agreement, submit to audits organised by the Principal. The Agent is not exempted from the consequences of a breach of contract if the Principal has failed to carry out the inspection or has not carried it out properly.

3. Rights and obligations of the Principal

- 3.1. In case of the contractual performance of the Agent's tasks, the Principal shall be obliged to pay the Agent the fee specified in the agency contract in accordance with the present GTC.
- 3.2. The Principal shall provide the Agent with all documents, facts, data and information necessary for the performance of the Agent's tasks, in particular the evaluation criteria necessary for the performance of the evaluation task.
- 3.3. The Principal shall ensure the availability of its employees necessary for the performance of the task at the times agreed in advance.
- 3.4. The Agent acknowledges that in relation to the performance of certain evaluation tasks, the Principal is entitled to determine a different method of contact and performance other than by registered letter with acknowledgement of receipt or by e-mail, in particular the online platform established in accordance with clause 2.4 for the sharing of documents required for the evaluation and the transmission of the evaluation to the Principal, which the Agent shall be obliged to use.
- 3.5. The Principal undertakes to ensure, if necessary with the assistance of an intermediary, the operation of the online platform for the sharing of documents as described in clause 2.4.
- 3.6. Under the delegated powers of the head of the Principal, the competent vice-president of the Principal shall be the operational manager for the implementation of the tasks of the Principal relating to calls for proposals and funding as defined by law, and shall manage the administrative tasks relating to calls for proposals and funding in their field of competence, in particular the preparation and publication of calls for proposals, the invitation of reviewers, the evaluation of proposals, the conclusion of funding agreements, the issuing of award letters, and the monitoring and control of successful proposals. The vice-president is assisted in these tasks by the competent head of department. In this regard, the competent vice-president and head of department, acting in their respective areas of responsibility, may, in accordance with the internal rules and procedures of the Principal, request the Agent to perform tasks and may monitor the performance of tasks. In this context,
 - a) the vice-president responsible for the Innovation Sub-fund of the NRDI Fund shall be the vice-president for business innovation;
 - b) the vice-president responsible for the Research Sub-fund of the NRDI Fund shall be the vice-president for science and international affairs;
 - c) the vice-president responsible for the National Laboratories Sub-fund of the NRDI Fund shall be the vice-president for science and international affairs;

d) in the case of other calls for proposals managed by the NRDI Office and other project proposals and reports evaluated with its assistance, the responsible person shall be the vice-president designated by the president of the NRDI Office.

The competent head of department shall be authorised to act in accordance with the rules of competence and authority laid down in the Organisational and Operational Rules of the NRDI Office.

- 3.7. The vice-president for business innovation of the NRDI Office, under the delegated authority of the Head of the Principal, is the operational manager of the implementation of the Principal's tasks related to the qualification of research and development activities as defined by law, who, in this context, manages the administrative tasks relating to applications in their field of competence, in particular the coordination of the qualification procedures, the invitation of experts, the organisation of the experts' activities and the decision to close the qualification procedure. The vice-president is assisted in these tasks by the competent head of department. In this regard, the competent vice-president and head of department, acting in their respective areas of responsibility, may, in accordance with the internal rules and procedures of the Principal, request the Agent to perform tasks and may monitor the performance of tasks. The competent head of department shall be authorised to act in accordance with the rules of competence and authority laid down in the Organisational and Operational Rules of the NRDI Office.

4. Remuneration, payment terms

- 4.1. In the performance of their duties, the Agent shall be entitled to the agency fee specified in the agency contract, the Invitation Letter or the Purchase Order, in accordance with the provisions of the Presidential Instruction, unless the law or a government decision excludes it in respect of the person concerned.
- 4.2. The Agent acknowledges and agrees that if the remuneration set out in the Presidential Instruction is reduced or increased with effect for the duration of the mandate, the amount of the remuneration shall be adjusted accordingly by the unilateral notification statement of the Principal. The Principal shall send this statement to the Agent within 15 days of the amendment of the Presidential Instruction.
- 4.3. The commitment to perform expert tasks may be an Invitation Letter or a Purchase Order or, if the specific tasks are determined therein, an agency contract. During the term of the agency contract, the total amount of the fees that the Principal may pay for the tasks under the agency contract on the basis of an Invitation Letter or a Purchase Order is determined by the agency contract (hereinafter: "budget"). The Principal is not obliged to exhaust the budget, and the Agent may not make any claim on the grounds that the value of the tasks and services received during the term of the contract does not reach the budget specified in the contract at the time of termination of the contract. The Agent may not accept any further Purchase Orders for remuneration after the budget specified in the agency contract has been exhausted. The Agent acknowledges that, in the event they exhaust the budget, they shall not be entitled to an agency fee even if they perform their tasks in accordance with the terms of the agency contract, the Purchase Order or the Invitation Letter. The Principal shall not be liable for any damage resulting from this.
- 4.4. The Agent acknowledges that, in the absence of a provision to the contrary in the agency contract, the agency fee shall include all costs and expenses incurred by the Agent in

connection with the performance of the tasks, in respect of which the Agent may not claim any additional benefits or services (such as travel, accommodation or other expenses incurred in the performance of the tasks) from the Principal in addition to the agency fee, nor may the Agent assert any further claims against the Principal.

- 4.5. In respect of the tasks under clauses 1.12 b), g) and h), if the Agent's office is suspended ex officio upon request or by unilateral action of the Principal, the Agent shall be entitled to an agency fee from the date of the notification or communication of the suspension only if this is expressly agreed between the Agent and the Principal in a separate agreement.
- 4.6. If the fee is paid at the intervals specified in the agency contract and the legal relationship is terminated before the expiry of the specified period, the Agent shall be entitled to a pro rata share of the fee, unless otherwise provided in the agency contract or these GTC.
- 4.7. The Agent acknowledges that they may be remunerated if the agency contract expressly so provides, provided that they are a government official at the NRDI Office at the time of the performance of the task.
- 4.8. When assessing the advance personal income tax, the Principal shall proceed as described in clause 10.1.

5. Certification of performance

- 5.1. The performance of the Agent shall be deemed to be in conformity with the contract if the Agent performs their specific tasks in full within the time limit set by the Principal for the given task, in accordance with the content and form-related criteria set by the Principal.
- 5.2. If the Principal accepts the performance, it shall issue a certificate of performance for internal use in accordance with the public finance regulations, upon completion of the task(s). If the performance is not accepted by the Principal, the Principal's representative shall inform the Agent thereof without delay.
- 5.3. The agency fee is paid to the Agent on the basis of the certificate of performance. The Principal undertakes to transfer the agency fee to the bank account indicated by the Agent within 60 days of the performance of the tasks.
- 5.4. Due to domestic administrative obligations, the payment of the agency fee to the Agents with foreign tax residence, with regard to their tax residence, cannot be made until the domestic tax and social security identification data have been provided by the competent authorities. The time required for this depends on the workload of the competent authorities, which is beyond the Principal's control. In view of the above, the Principal undertakes to pay the fee to the foreign tax resident Agent within 30 days of the issue of the tax and social security certificates.

6. Duration and termination of the contract

- 6.1. The duration of the agency contract shall be as set out therein.
- 6.2. The agency contract shall terminate:
 - a) after the expiry of the period set out therein;
 - b) by mutual agreement between the Principal and the Agent;
 - c) in the cases set out in clauses 6.3 to 6.6 and 7.2 of the GTC;

- d) in the event of the dissolution of the Principal without legal succession;
 - e) with the death of the Agent;
 - f) in respect of the tasks referred to in clauses 1.12 d) to f) and k), if the Agent has reached the age of retirement or has completed the period of service required for a full retirement pension and is in receipt of a pension in respect thereof;
 - g) in other cases specified in Act V of 2013 on the Civil Code (hereinafter: “**Civil Code**”).
- 6.3. The Principal may terminate the agency contract at any time with immediate effect or by setting a time limit, and may recall the Agent from office without giving any reason, and in the event of such recall the agency contract shall automatically terminate without any special action.
- 6.4. The Agent may terminate the agency contract with at least 30 days’ notice, and may resign from office at any time without giving reasons, by giving at least 30 days’ notice, and in the event of resignation, the agency contract shall automatically terminate without any special action. In the event of a notice period, the Agent shall be obliged to complete the ongoing tasks assigned to them and to hand the tasks over to the Principal.
- 6.5. The agency contract shall also terminate if the Agent notifies the Principal within 15 days of receipt of the unilateral notification statement of the Principal pursuant to clause 4.2 that they intend to terminate the agency contract with regard to the change in the expert fee. In this case, the agency contract shall terminate on the day following receipt of the Agent’s declaration, and until its termination, the Agent shall be entitled to the agency fee valid prior to the unilateral notification statement under clause 4.2.
- 6.6. If the Agent, due to circumstances within their control, fails to fulfil their contractual obligations or fails to fulfil such obligations in accordance with the agency contract, the GTC or the Purchase Order, the Principal may terminate the agency contract at any time with effect for the future (unilateral termination) and, in addition to termination, claim compensation for the damage caused to it.
- 6.7. In the event of termination of the agency contract, the Principal and the Agent shall settle their accounts within the shortest possible period of time, but no later than 15 working days after the date of termination, in accordance with the procedure set out in clauses 4 to 5, and shall draw up a protocol pursuant to clause 2.16, or – in the case of electronic documents – the Agent shall declare pursuant to clause 2.16.

7. Confidentiality

- 7.1. The Parties shall, subject to the provisions of clause 2.15, treat as confidential and preserve all information and data which they become aware of in the course of performance or otherwise, and shall not disclose such information and data to the public or to third parties, except to persons and bodies authorised by law, without the prior written consent of the other Party. The Principal and the Agent may use the information obtained in the course of the performance of their tasks only for the performance of the tasks specified in the agency contract.
- 7.2. The Parties agree that in the event of a breach of confidentiality by one of the parties, the other party shall be entitled to terminate the agency contract with immediate effect.

- 7.3. The Agent acknowledges that, in accordance with Section 27 of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter: Info Act), it may not refuse to provide information on the material content of these GTC by qualifying them as business secret. By signing these GTC, the Agent acknowledges that data whose disclosure is required by law in the public interest shall not be considered a business secret.
- 7.4. The Agent and the Principal each declare that they are aware of the auditing powers of the State Audit Office of Hungary pursuant to Act LXVI of 2011 on the State Audit Office of Hungary and of the auditing powers of the Government Audit Office pursuant to Act CXCV of 2011 on Public Finances.
- 7.5. The Agent acknowledges that their obligation of confidentiality does not extend to information whose publication or disclosure is required by law, court order or public authority.
- 7.6. The provisions on confidentiality set out in this clause 7 shall continue to bind the Parties after the termination of the agency contract.
- 7.7. Termination of the agency contract by cancellation, unilateral termination or any other means, shall not preclude the enforcement of other civil or criminal sanctions for breach of confidentiality.

8. Settlement of disputes

- 8.1. The Parties shall make every effort to settle by direct negotiation any disagreement or dispute which may arise between them under or in connection with the agency contract. If such negotiations do not produce results within 90 days, either Party has the right to take legal action to settle the dispute through the courts.
- 8.2. The Parties are mutually obliged to inform each other of any circumstances arising after the conclusion of the agency contract which prevents the performance of the tasks.

9. Declarations by the Agent

- 9.1. In compliance with Section 2:48 of the Civil Code and Section 5(1)b) of the Info Act, the Agent expressly consents that the Principal, as the data controller, may publish the name of the Agent, in case of their membership in the proposing bodies, on its publicly accessible website (www.nkfi.gov.hu), as well as upload a photograph and a short professional presentation. The purpose of data processing is to inform the public and ensure the functioning of the assessment boards.
- 9.2. Based on Section 2:48 of the Civil Code and Section 5 (1) b) of the Info Act, the Agent further consents to the audio recording of any meetings. The Principal undertakes to treat the audio recording confidentially and not to disclose it to third parties, except in cases of mandatory disclosure as provided by law. The purpose of the data processing is to write a note or minutes of the meeting and to confirm what was said at the meeting.
- 9.3. The Agent declares that they have read and acknowledge the content of the privacy policy published on the website of the NRDI Office (<https://nkfi.gov.hu/english-2017/mission-and-public-duties/agency-contracts>) (the general privacy policy of the NRDI Office and the privacy policy for the database of experts of the NRDI Office's evaluation system of

competitive project funding). For matters not covered by this statement, in particular with regard to data subjects' rights in relation to data processing, the applicable law and the Privacy Notice shall apply. The legal basis for data processing is the voluntary consent of the Agent, based on the information provided by the Principal as the data controller.

- 9.4. The Principal, as the data controller, undertakes not to use the personal data provided for any purpose other than that specified in this subsection. In any case where the Principal intends to use the personal data for a purpose other than the original purpose, the Principal shall inform the Agent and obtain the Agent's prior express consent to such other use, giving the Agent the possibility to prohibit such other use at their discretion.
- 9.5. Consent under clauses 9.1 and 9.2 of the GTC may be withdrawn at any time. In the event of withdrawal of consent, the Principal undertakes to take all reasonable steps to remove the personal data concerned from the website and to enforce the Agent's "right to be forgotten". In this context, the Agent acknowledges that the restriction of data processing is only binding on the Principal for the period following the making of the relevant declaration.
- 9.6. A non-resident Agent acknowledges that the personal income tax advance may not be deducted from the agency fee only if the Agent proves their tax residence outside Hungary by means of a tax residence certificate for the tax year in accordance with the provisions of Annex 7, Point 6 of Act CXVII of 1995 on Personal Income Tax (hereinafter: "PIT Act"). In the absence of personal or postal delivery of the residence certificate to the Principal's representative, the deduction of the personal income tax advance shall be made in accordance with the PIT Act.
- 9.7. With regard to the tax residence of the Agent, the Principal shall act on the basis of the information provided during the conclusion of the contract, with regard to which the Agent acknowledges that if the home address and/or notification address provided by the Agent at the conclusion of the contract is not a Hungarian address, the Principal shall act in accordance with the rules applicable to non-Hungarian tax residents with regard to the agency fee (see clause 5.4).

10. Other provisions

- 10.1. The Principal informs the Agent who is resident for tax purposes in Hungary that, unless otherwise stated, they accept that the Principal will take into account a 10% cost ratio as defined in Section 47 (2) a) aa) of the PIT Act when determining the basis for the advance tax payment.
- 10.2. The Agent acknowledges that the NRDI Office is entitled to disclose their review(s) and findings to the applicant/beneficiary/requester without disclosing any personally identifiable information and may use them in its decision without any restriction.
- 10.3. With regard to the tasks under clauses 1.12. a), c) to e), i) and j), the Agent acknowledges and agrees that, notwithstanding clause 10.2, if the call for proposals so provides, the NRDI Office may, pursuant to Section 25 (3) of the RDI Act, disclose its review(s) to the applicant/beneficiary by providing personal data that can be used to identify the Agent.
- 10.4. The Agent acknowledges that, pursuant to Section 1.3 of the Government Decision, the representative of the Principal shall keep the Minister of Prime Minister's Office informed of the persons who have entered into an agency contract with the Principal pursuant to Section 1.1 to 1.2 of the Government Decision, the duration of the agency contract, and

whether the person concerned is performing their duties as a member, co-chair, chair or anonymous expert in any groups or bodies.

- 10.5. The Agent acknowledges that the personal data (name, birth name, mother's birth name, place of birth, date of birth, home address, tax identification number, social security number, bank account number, e-mail address) necessary for the performance of their activities may be used by the Principal in connection with the performance of its contractual duties (Article 6(1)(b) of the GDPR), to the extent necessary, in accordance with the "Privacy Policy of the National Research, Development and Innovation Office" in force at the time and available on the website of the NRDI Office, which the Agent has read. The duration of the processing is 50 years from the termination of the agency contract, based on the retention period applicable to agency contracts with private individuals.
- 10.6. The Agent acknowledges that if the total agency fee (budget) payable to them under the agency contract reaches HUF 5 million gross, then pursuant to Section 37/C and Annex 1 of the Info Act, the Principal shall publish the name (type) and subject of the contract, the name of the Agent, the value of the contract, the starting date of performance, the fix dates in the case of a fixed-term contract, and changes to the aforementioned data in the Central Public Information Register within sixty days of the conclusion of the contract.
- 10.7. The Principal and the Agent may amend the agency contract, except in the case of an amendment by declaration pursuant to clause 4.2 on the agency fee, only in writing and by mutual agreement.
- 10.8. The Agent shall inform the Principal of any changes in the information provided in the introductory part of the agency contract and in the statements made in the framework of the agency contract within 15 days of the change.

Annexes:

1. Annex 1: Information on the situation giving rise to a conflict of interest
2. Annex 2: Declaration of conflict of interest
3. Annex 3: Conditions for reimbursement of expenses
4. Annex 4: Application for reimbursement of expenses
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Ádám István Kiss
President*

* the original Hungarian version was digitally signed by vice President Dr. Laszlo Lengyel on 03 July 2024 12:49:14

1. Annex

INFORMATION ON THE SITUATION GIVING RISE TO A CONFLICT OF INTEREST

In the context of the performance of the tasks defined in the agency contract, it is a conflict of interest with regard to the applicant/requester/beneficiary/project, with regard to the requirement of impartiality, if the Agent:

- a) is employed by the applicant/requester/beneficiary in an employment relationship, public, civil or government service relationship or other relationship aiming at the performance of work;
- b) collaborates with the applicant/requester/beneficiary in a professional project;
- c) participated in the preparation or drafting of the proposal/project documents;
- d) is a relative (as defined in Section 8:1 (1) 2 of the Civil Code) of the applicant/requester/beneficiary, or his or her relative or civil partner (as defined in Section 8:1 (1) 2 of the Civil Code) is employed by the applicant/requester/beneficiary in an employment relationship, public, civil or government service relationship or other relationship aiming at the performance of work or collaborates with the applicant/requester/beneficiary in a professional project, or participated in the preparation or drafting of the proposal/project documents;
- e) or his or her relative has a direct or indirect shareholding in the organisation concerned by the request/proposal/project, or is a member, officer, auditor or supervisory board member of such organisation;
- f) or his or her relative is an executive officer of the company, foundation, association, ecclesiastical legal person, or a member of the managing body or organisation of the foundation, or a member of the administrative or representative body of the association or ecclesiastical legal person concerned by the request/proposal/project;
- g) is subject to any other circumstances which prevent or hinder the impartial and unbiased performance of their contractual duties.

2. Annex

DECLARATION OF CONFLICT OF INTEREST

Aware of my liability under the applicable laws, I declare that I have no interest in any applicant/requester/beneficiary/project in relation to my tasks under the agency contract.

In this context, I declare that, in relation to the applicant/requester/beneficiary/project in connection with my tasks under the agency contract:

- a) I am not employed by any applicant/requester/beneficiary in an employment relationship, public, civil or government service relationship or other relationship aiming at the performance of work;
- b) there is no applicant/requester/beneficiary with whom I am working on a joint professional project or with whom I have been involved in the preparation or drafting of documents relating to the proposal/project covered by my tasks under the agency contract;
- c) no applicant/requester/beneficiary is my relative (as defined in Section 8:1 (1) 2 of the Civil Code), and none of my relatives (as defined in Section 8:1 (1) 2 of the Civil Code) is employed by the applicant/requester/beneficiary in an employment relationship, public, civil or government service relationship or other relationship aiming at the performance of work, or collaborates with the applicant/requester/beneficiary in a professional project, or participated in the preparation or drafting of documents relating to the proposal/project covered by my tasks under the agency contract;
- d) there are no applicants/requesters/beneficiaries in which I or any of my relatives has a direct or indirect shareholding or of which I am a member, manager, auditor or member of the supervisory board;
- e) I am not, and none of my relatives is, an executive officer of any applicant/requester/beneficiary company, foundation, association, ecclesiastical legal person; a member or officer of the managing body or organisation of any applicant foundation; or a member of the administrative or representative body of any applicant association or ecclesiastical legal entity;
- f) there are no other circumstances relating to me which prevent or hinder the impartial and unbiased performance of my contractual duties.

Title of call(s) for proposals:



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I declare a conflict of interest for the following project proposals/reports:

Date:,

.....

Signature

3. Annex

CONDITIONS FOR REIMBURSEMENT OF EXPENSES

For an **Agent, who does not have a permanent residence in Hungary¹**, the Principal shall organise the necessary travel for the work requiring personal attendance in order to fulfil the agency contract, with the assistance of the NRDI Office's staff member responsible for travel organisation.

If the conditions are met, the costs incurred in connection with the travel may be reimbursed by the Principal only in accordance with this Annex and in accordance with the specific provision of the President of the NRDI Office².

If the Agent wishes to use a private car owned by them (or by a relative) for the purpose of carrying out the work required for the performance of the agency contract, the Principal shall reimburse the costs incurred in this connection in accordance with the special provision of the President of the NRDI Office², provided that the forms specified therein are completed in full and to the extent provided for by the law in force³.

In the case of travel by other means of public passenger transport and accommodation reservations for one night more than the number of days related to the work requiring personal presence, the Agent may arrange the travel and purchase the necessary tickets and accommodation only if

- a) there is an objective and unavoidable reason for such purchase by the Agent, and
- b) the purchase cannot be carried out under a centralised (public) procurement system, and
- c) the procurement and public procurement legislation applicable to the Principal's organisation so allows, and
- d) the vice-president for financial affairs of the NRDI Office gives prior written authorisation for the procurement at the request of the Agent.

The Principal shall reimburse only the costs incurred in connection with the use of the means of public passenger transport and only the costs approved in advance, on the basis of an invoice issued to the name and address of the NRDI Office.⁴

The Principal shall ensure the organisation of travel only between the Agent's permanent residence and Budapest and, subject to the conditions thereof, the subsequent reimbursement of the costs incurred in connection with the travel.

The Principal shall organise travel to Budapest from a place other than the permanent residence or reimburse the costs thereof only if this is particularly justified, in particular in the event that the Agent has travelled to a place other than the permanent residence for the purpose of their urgent official duties and travel to Budapest from such place is made directly for the purpose of performing the task under this agency contract.

¹ The permanent residence of the Agent is the place of residence of the Agent indicated in the introductory part of the agency contract.

² The contact person designated in the contract shall inform the Agent of the specific provision of the President of the NRDI Office

³ The forms shall be sent to the Agent by the contact person designated in the contract upon request.

⁴ The Principal may impose additional conditions on the means of transport used, in particular with regard to its comfort level, which shall be agreed between the Parties during the preliminary approval.

The Principal shall arrange accommodation for the Agent who does not have a permanent residence in Hungary for a maximum of one night more than the number of days related to the work requiring personal presence. In all cases, accommodation is booked by the Principal. **The Agent acknowledges that, under the contract of assignment, they are not entitled to arrange accommodation on their own authority for work requiring personal attendance in order to fulfil the agency contract, and the Principal shall not reimburse any costs related to accommodation arranged by the Agent.**

The Agent who has a permanent residence in Hungary other than Budapest,⁵ shall be reimbursed by the Principal for the travel expenses necessary for the work requiring personal attendance in order to fulfil the agency contract, irrespective of the means of transport used during the travel, on the basis of the flat rate set out in the table below, provided that the conditions set out below are met.

In order to receive the flat-rate sum, the Agent shall, at the same time as signing the agency contract, declare their entitlement to reimbursement of travel expenses and their place of residence, which declaration shall be attached to the agency contract. In the absence of such a declaration, the Agent shall not be reimbursed for any travel-related expenses and the flat-rate sum shall not be paid.

The flat-rate sum due to the Agent is accounted for as personal income tax and taxable income on the basis of the certificate of performance issued by the competent department, at the same time as the agency fee, but as a separate economic event (on the basis of the voucher regulation).

Distance between the permanent residence or registered place of stay and the NRDI Office premises	Amount of flat-rate (gross) in HUF
up to 100 km	7,660
up to 150 km	8,660
up to 200 km	11,465
up to 250 km	13,900

Agents with a permanent residence or place of stay in Budapest are not entitled to a flat-rate travel allowance.

⁵ Place of residence as stated in a separate declaration.

4. Annex

APPLICATION FOR REIMBURSEMENT OF EXPENSES

Application for reimbursement of expenses/Declaration

I, the undersigned, «Név» (birth name: «születési_név», place and date of birth: «szülhely», «szüldátum» «szüldátum» dd/mm/yyyy), hereby declare that I claim reimbursement of expenses incurred in connection with my travel in the performance of my duties under the agency contract filed under No. NKFIH-...../20....., in accordance with the rules governing temporary missions abroad and in the country and other official travel ordered by the NRDI Office.

At the same time, I declare that I am aware of my liability under the applicable laws and that my permanent residence/registered place of stay is at, which is located km* from the seat of the NRDI Office.

If my permanent residence or place of stay changes during the term of the agency contract, I will notify the NRDI Office within 5 working days by issuing a new declaration.

Date:

Signature of the Agent in their own hand

* The distance must be verified in the manner specified by the NRDI Office.

5. Annex

CALCULATION OF THE INACTIVE PERIOD AND CONSEQUENCES OF INACTIVITY

Common rules (definition of inactive period)

The inactive period starts on the date on which the head of department responsible for the tasks related to the research and development proposals on behalf of the Principal calls the Agent to perform the agency contract by setting a deadline of at least 3 and no more than 10 calendar days (by post or e-mail to the e-mail address provided by the Agent or in person, in a summary report signed by both Parties), and the Agent, within the set deadline,

- a) refuses to perform,
- b) does not respond to the call at all, or
- c) does not reply to the call in accordance with the technical content of this contract, the RDI Act or the Presidential Instructions

with the proviso that the time limit shall start from the date of the personal meeting; the date of certified receipt in the case of a postal delivery; or the date of sending in the case of an e-mail.

Rules for the members and chairs of expert groups

The Agent is entitled to half of the pro rata remuneration (i.e. 25% of the annual fee) for the tasks related to the membership of the expert group if the inactive period in the relevant performance period reaches 45 calendar days but does not exceed 135 calendar days.

The Agent may not be remunerated for a given period if the length of the inactive period exceeds 135 calendar days in the period concerned.

Rules for the members and the chairs of the scientific councils

If the Agent has not attended

- a) at least 30 but not more than 50% of the annual meetings of the council, they shall not be entitled to a pro rata part of their remuneration for 2 months;
- b) at least 51 but not more than 70% of the annual meetings of the council, they shall not be entitled to a pro rata part of their remuneration for 3 months;
- c) at least 71% of the annual meetings of the council, they shall not be entitled to a pro rata part of their remuneration for 6 months

The Agent may not receive remuneration in a given year if they do not participate in the work of the council for more than 30 calendar days (inactive period).