



# **EU Experts**

## **Model Contract for Experts**

Funding & Tenders Portal Expert Database

Version 2.1  
11 January 2022

<b>HISTORY OF CHANGES</b>		
<b>Version</b>	<b>Publication date</b>	<b>Changes</b>
1.0	11.12.2013	<ul style="list-style-type: none"> <li>▪ C(2013)8373 H2020 expert contract</li> </ul>
<a href="#">1.1</a>	07.02.2014	<ul style="list-style-type: none"> <li>▪ Insertion and/or corrections of references to the final versions of the H2020 legislative acts</li> <li>▪ Deletion of references to specific areas of H2020 (Article 2 options 1.1 and 2)</li> <li>▪ Correction of some clerical errors</li> </ul>
<a href="#">2.0</a>	01.04.2017	<p>C(2016)5455 – C(2017)1392 H2020 expert contract</p> <p>Changes to make the H2020 expert contract work also for other EU programmes.</p> <p>Thorough review of the model expert contract to adjust and clarify some concepts and by introducing a new methodology for the calculation of expert fees for remote evaluation and ethics review:</p> <ul style="list-style-type: none"> <li>▪ Contracting parties limited to Commission and Executive Agencies</li> <li>▪ Addition of types of experts (Articles 2 and 3): evaluators of prize applications, chair and vice-chairs, ethics evaluators and ethics monitors as well as SME coaches</li> <li>▪ The evaluation process of proposals has been extended to prize applications</li> <li>▪ Standard reference on the consequences for non-compliance have been added under the relevant Articles of the contract and the Code of Conduct</li> <li>▪ Clarifications in Article 3 have been added: end date of the work, total maximum working days</li> <li>▪ Working arrangements have been aligned to the tasks performed by each type of expert (Article 3)</li> <li>▪ Calculation of fees for remote evaluation directly in the Contract (Article 4) and no longer in Annex 2 of the previous contract C(2013)8373</li> <li>▪ Provisions on VAT have been clarified (taxable service Article 8)</li> <li>▪ Conversion rates if applicable are made by the Commission or Agency (Article 8)</li> <li>▪ Under termination of the Contract, option foreseen if the tasks assigned to an expert are no longer needed (Article 17)</li> <li>▪ Contradictory procedure was introduced when applicable (Articles 13, 15 and 17)</li> <li>▪ Introduction of a new Article 18 on administrative sanctions</li> <li>▪ For H2020 expert groups: Addition of options and references to the revised Horizontal Rules on expert groups C(2016)3301 (Articles 11.1 of the Contract, points 2.2 and 3.1 of the Code of Conduct for expert groups)</li> <li>▪ Revision of the annexes: <ul style="list-style-type: none"> <li>▪ Annex 1: separate Code of Conduct for each type of expert incl. new provisions on situations automatically considered conflict of interest in case of competing proposals</li> <li>▪ Annex 2: separate Terms of Reference (ToR) for monitors (excluding ethics monitors), expert groups (incl. single experts) and SME coaches</li> <li>▪ Annex 3: Business coaching plan for SME coaches</li> <li>▪ Deletion of Annex 2 of the previous contract C(2013)8373</li> </ul> </li> </ul>

Expert Contract number: [insert number] [insert name]

EU Experts Contract: V2.1 – 11.01.2022

		(remote evaluation) <ul style="list-style-type: none"><li>▪ Correction of some clerical errors</li></ul>
2.1	11.01.2022	Remove all references to H2020. This version for experts contracts will be used until the new model contract is implemented in the IT tools.



EUROPEAN COMMISSION  
DG/EXECUTIVE AGENCY

[Directorate]  
[Unit][Director]

## MODEL CONTRACT FOR EXPERTS

⚠ This model is made for the following types of experts:

- evaluators – for the selection procedure (e.g. grant evaluators, prize evaluators, ethics evaluators, ERC evaluators, observers)
- monitors – during project implementation (e.g. assessment of interim and final reports; mid-term review; final review; project evaluation, etc.)
- expert groups – assisting with implementation/evaluation/design of policy/programme (e.g. individual experts or Commission expert groups on programme monitoring and implementation; advisory groups; working groups; ERC Scientific Council members, SME coaches; rapporteurs for workshops; etc.)

⚠ The category 'expert groups' may also be used for individual experts.

⚠ There are special rules for expert groups that fall under Commission Decision C(2016)3301 ('Commission expert groups').

- Instructions and footnotes in blue will be deleted.
- For options [in square brackets]: the applicable option must be chosen in the IT system. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear without brackets, in normal font and without the Option title.
- For fields in [grey in square brackets] (even if they are part of an option specified in the previous item): enter the appropriate data in the IT system.
- The IT system will generate a data sheet confirming the options chosen and the data entered.

## EXPERT CONTRACT

NUMBER [insert number]

This contract ('the **Contract**') is **between** the following parties:

**on the one part,**

**[OPTION 1: the European Union ('the EU'), represented by the European Commission ('the Commission'),]**

**[OPTION 2: the European Atomic Energy Community ('Euratom'), represented by the European Commission ('the Commission'),]**

**[OPTION 3: the [Research Executive Agency (REA)]/[European Research Council Executive Agency (ERCEA)]/[Innovation and Networks Executive Agency (INEA)]/[Executive Agency for Small and Medium-sized Enterprises (EASME)]/[Consumers, Health, Agriculture and Food Executive Agency (CHAFEA)]/[Education,**

**Audiovisual and Culture Executive Agency (EACEA)**] ('the Agency'), under the power delegated by the European Commission,]

represented for the purposes of signing the Contract by [forename, surname, function, [Directorate-General, Directorate//Department//]

**and**

**on the other part,**

'the expert':

[**Family name**]

[**First name**]

[Expert candidature number]

[Official address

Street/Number/P.O. Box

[Post code] [Town/city]

[Country]]

[Email address]

The parties referred to above have agreed to enter into the Contract under the terms and conditions below.

By signing the Contract, the expert confirms that s/he has read, understood and accepted the Contract and all the obligations and conditions it sets out (including in particular the code of conduct set out in Annex 1).

This Contract is composed of:

Terms and conditions

Annex 1      Code of conduct ('the **Code of Conduct**')]

[Annex 2      *Terms of reference ('the **Terms of Reference**')*]

[Annex 3      *Business coaching plan*]

## TERMS AND CONDITIONS

### TABLE OF CONTENTS

<b>CHAPTER 1</b>	<b>GENERAL .....</b>	<b>7</b>
	ARTICLE 1 — SUBJECT OF THE CONTRACT .....	7
<b>CHAPTER 2</b>	<b>WORK TO BE PROVIDED .....</b>	<b>7</b>
	ARTICLE 2 — TASKS TO BE ACCOMPLISHED — REPORTS AND DELIVERABLES .....	7
	ARTICLE 3 — WORKING ARRANGEMENTS — STARTING DATE — PLANNING AND DEADLINES — MAXIMUM WORKING DAYS .....	14
<b>CHAPTER 3</b>	<b>/FEES//HONORARIA/, ALLOWANCES AND REIMBURSEMENT OF EXPENSES .....</b>	<b>21</b>
	ARTICLE 4 — /FEES//HONORARIA/ .....	21
	ARTICLE 5 — ALLOWANCES AND REIMBURSEMENT OF EXPENSES .....	28
<b>CHAPTER 4</b>	<b>RIGHTS AND OBLIGATIONS OF THE PARTIES .....</b>	<b>29</b>
	ARTICLE 6 — GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE /COMMISSION//AGENCY/ .....	29
	ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION .....	30
	ARTICLE 8 — REQUEST FOR PAYMENT .....	30
	ARTICLE 9 — PAYMENTS .....	31
	ARTICLE 10 — OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) .....	32
	ARTICLE 11 — PROCESSING OF PERSONAL DATA .....	32
	ARTICLE 12 — CHECKS, AUDITS AND INVESTIGATIONS .....	34
<b>CHAPTER 5</b>	<b>BREACH OF CONTRACT .....</b>	<b>35</b>
	ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE .....	35
	ARTICLE 14 — REJECTION OF /FEES//HONORARIA/, ALLOWANCES OR EXPENSES .....	36
	ARTICLE 15 — RECOVERY OF UNDUE AMOUNTS .....	36
	ARTICLE 16 — SUSPENSION OF THE CONTRACT .....	37
	ARTICLE 17 — TERMINATION OF THE CONTRACT .....	37
	ARTICLE 18 — ADMINISTRATIVE SANCTIONS .....	39
	ARTICLE 19 — LIABILITY FOR DAMAGES .....	39
	ARTICLE 20 — FORCE MAJEURE .....	40
<b>CHAPTER 6</b>	<b>FINAL PROVISIONS .....</b>	<b>40</b>
	ARTICLE 21 — COMMUNICATION BETWEEN THE PARTIES .....	40
	ARTICLE 22 — AMENDMENTS TO THE CONTRACT .....	41
	ARTICLE 23 — APPLICABLE LAW AND DISPUTE SETTLEMENT .....	42
	ARTICLE 24 — ENTRY INTO FORCE OF THE CONTRACT .....	42

## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE CONTRACT**

This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between the [Commission]/[Agency] and the expert appointed to assist [additional *OPTION for experts managed by REA for non-REA calls:* the [Commission]/[INEA]/[EASME]] with tasks in the context of managing of [EU funding programmes]/[EU and Euratom research and innovation programmes].

## **CHAPTER 2 WORK TO BE PROVIDED**

### **ARTICLE 2 — TASKS TO BE ACCOMPLISHED — REPORTS AND DELIVERABLES**

*[OPTION 1 for EVALUATORS — BY DEFAULT:* **2.1** The expert must assist the *[OPTION A by default: [Commission]/[Agency]] [OPTION B for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* with the **evaluation** of the [proposal(s)]/[prize application(s)] submitted in response to the following [call(s)] for [proposal(s)]/[prize application(s)] [invitation to submit a proposal]:

- [insert call identifier]
- [insert call identifier]
- [same for more calls]

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the proposal and the briefing material)
- participating in the expert **briefing(s)** (meeting(s) or webcast briefing(s))
- participating in evaluation **meeting(s)** and **hearing(s)** (if any) and
- drafting and submitting the **evaluation report(s)** for the evaluated [proposal(s)]/[prize application(s)] (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the [Commission]/[Agency] [additional *OPTION for experts managed by REA for non-REA calls:* and the responsible [Commission]/[INEA]/[EASME] staff] and may include other specific tasks, such as rapporteur [additional *OPTION for inducement prize evaluators, if testing foreseen in the work programme:* or (on-site) testing of proposed solutions].

*[OPTION A:* All work must be done remotely. *]/[OPTION B:* The work does not involve any remote work. *]/[OPTION C:* The work involves remote work and work involving travel. *]*

*[OPTION 2 for EVALUATORS — ERC EVALUATORS:* **2.1** The expert must assist the Agency as peer reviewer with the **evaluation** of the proposal(s) submitted in response to the following call(s) for proposals:

- [insert call identifier]
- [insert call identifier]

[same for more calls]

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the proposal and the briefing material)
- participating in the expert **briefing(s)** (meeting(s) or webcast briefing(s))
- participating in evaluation **meeting(s)**, **on-site visit(s)** and **interview(s)** (if any) and
- drafting and submitting the **report(s)** for the evaluated proposal(s) (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the Agency and may include **other** specific tasks, such as rapporteur tasks or tasks linked to a research integrity (scientific misconduct) analysis.

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

*[OPTION 3 for EVALUATORS — CHAIRS/VICE-CHAIRS: 2.1* The expert must assist the *[OPTION A by default: [Commission][Agency]] [OPTION B for experts managed by REA for non-REA calls: [Commission][INEA][EASME]]* with the **evaluation** of the *[proposal(s)][prize application(s)]* submitted in response to the following *[call(s)]* for *[proposal(s)][prize application(s)][invitation to submit a proposal]*:

- [insert call identifier]
  - [insert call identifier]
- [same for more calls]

This involves, in particular, the following tasks:

- **reading and analysing** of the background information (especially the proposal and the briefing material)
- participating in the expert **briefing(s)** (meeting(s) or webcast briefing(s))
- participating in evaluation **meeting(s)** and **hearing(s)** (if any) and
- providing assistance with the evaluation process.

The precise scope of the work will be determined by the *[Commission][Agency]* *[additional OPTION for experts managed by REA for non-REA calls: and the responsible [Commission][INEA][EASME] staff]*.

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

*[OPTION 4 for EVALUATORS — ETHICS EVALUATORS: 2.1* The expert must assist the *[OPTION A by default: [Commission][Agency]] [OPTION B for experts managed by REA for non-REA calls: [Commission][INEA][EASME]]* with the **ethics review** (*[OPTION 1: [ethics pre-screening]] and [ethics screening][OPTION 2 ethics assessment]*) for the *[proposal(s)][prize application(s)]* submitted in response to the following *[call(s)]* for *[proposal(s)][prize application(s)][invitation to submit a proposal]*:

- [insert call identifier]



- [insert call identifier]  
[same for more calls].

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the proposal and the briefing material)
- participating in the expert **briefing(s)** (meeting(s) or webcast briefing(s))
- participating in ethics review **meeting(s)** (if any) and
- drafting and submitting the **ethics review report(s)** for the reviewed [proposal(s)]/[prize application(s)] (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the [Commission]/[Agency] [additional *OPTION for experts managed by REA for non-REA calls:* and the responsible [Commission]/[INEA]/[EASME] staff] and may include other specific tasks, such as rapporteur tasks.

[*OPTION A:* All work must be done remotely.]/[*OPTION B:* The work does not involve any remote work.]/ [ *OPTION C:* The work involves remote work and work involving travel.]]

**[OPTION 5 for EVALUATORS — OBSERVERS: 2.1** The expert must assist the [OPTION A by default: [Commission]/[Agency]] [OPTION B for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]] as **observer** for the evaluation procedure for the following [call(s)] for [proposal(s)]/[prize application(s)] [invitation to submit a proposal]:

- [insert call identifier]
- [insert call identifier]  
[same for more calls].

For this purpose, the expert must examine the way in which the evaluators apply the evaluation criteria, verify if the procedures set out in the applicable rules [additional *OPTION for ERC observers:* (and in particular the ERC Rules of Submission and Evaluation<sup>1</sup>)] are followed and give advice on how the evaluation procedures could be improved.

This involves in particular, the following **tasks**:

- **reading and analysing** the background information (especially the applicable rules of procedure and the other briefing material)
- participating in the **expert briefing(s)**
- participating in evaluation **meeting(s)** and in **hearing(s)** (if any) and
- drafting and submitting the **observer report(s)** for the observed call(s) (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the [Commission]/[Agency] [additional *OPTION for experts managed by REA for non-REA calls:* and the responsible [Commission]/[INEA]/[EASME] staff] and may include other specific tasks.

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<sup>1</sup> Available at [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation\\_horizon\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation_horizon_en.pdf)

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

***[OPTION 6 for MONITORS — BY DEFAULT: 2.1*** The expert must assist the [Commission][Agency] with the **monitoring** (*[check][and][or][review][evaluation][other]*) of :

- *[the following grant agreement(s):*
  - [insert agreement number] — [acronym]
  - [insert agreement number] — [acronym]
  - [same for other grant agreements]*
- *[the following grant decision(s):*
  - [insert number] — [acronym]
  - [insert number] — [acronym]
  - [same for other grant decisions]*
- *[the following procurement(s):*
  - [insert contract number] — [acronym]
  - [insert contract number] — [acronym]
  - [same for other procurements]*
- *[the following financial instrument(s):*
  - [insert name and reference of the financial instrument]
  - [insert name and reference of the financial instrument]
  - [same for other financial instruments]*

in accordance with the Terms of Reference set out in Annex 2.

For this purpose, the expert must examine the state *[and progress]* of the action implementation and compare it to the work that was agreed (on the basis notably of the work description(s), *[OPTION A by default: the deliverable(s)][OPTION B for ERC monitors: the scientific output(s) of the project(s)] [additional OPTION for evaluations of actions: the programme indicators]* and the submitted periodic and final report(s), if any).

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the description of the action, the *[periodic and final]* report(s) (if any) and the briefing material)
- participating in the expert **briefing(s)**
- participating in **meeting(s)** and **on-the-spot visit(s)** (if any) and
- drafting and submitting the **report(s)** for the monitored action(s) (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the [Commission][Agency] and may include other specific tasks, such as rapporteur or chairperson tasks.

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

***[OPTION 7 for MONITORS — ETHICS MONITORS: 2.1*** The expert must assist the [Commission][Agency] with the **ethics check(s)** or **audit(s)** for :

- /the following grant agreement(s):
  - [insert agreement number] — [acronym]
  - [insert agreement number] — [acronym]
  - [same for other agreements]./
- /the following grant decision(s):
  - [insert number] — [acronym]
  - [insert number] — [acronym]
  - [same for other grant decisions]./
- /the following procurement(s):
  - [insert contract number] — [acronym]
  - [insert contract number] — [acronym]
  - [same for other procurements]./
- /the following financial instrument(s):
  - [insert name and reference of the financial instrument]
  - [insert name and reference of the financial instrument]
  - [same for other financial instruments]./

For this purpose, the expert must examine whether the action implementation complies with:

- the ethics obligations set out in the /grant agreement/ /grant decision/ /procurement contract/, and in particular that:
  - it complies with ethical principles (including the highest standards of research integrity – as set out, for instance, in the European Code of Conduct for Research Integrity<sup>2</sup> and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct) and applicable international, EU and national law
  - *[OPTION only for grant agreement or grant decision]*: it does not concern research activities carried out outside the EU which are not allowed within the EU
  - it does not include research activities which destroy human embryos (for example, for obtaining stem cells)
  - the ethics requirements set out as deliverables in Annex 1 (if any) have been fulfilled and
  - the beneficiaries have all the necessary opinions, notifications or authorisations required under national and/or European law/.

This involves, in particular, the following main tasks:

- **reading and analysing** the background information (especially the description of the action, the periodic and final reports (if any) and the briefing material)
- participating in the expert **briefing(s)**
- participating in **meeting(s)** and **on-the-spot visit(s)** (if any) and
- drafting and submitting the **report(s)** for the checked or audited action(s) (and other **deliverable(s)**, if any).

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<sup>2</sup> The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.  
[http://www.esf.org/fileadmin/Public\\_documents/Publications/Code\\_Conduct\\_Research\\_Research\\_Integrity.pdf](http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_Research_Research_Integrity.pdf)

The precise scope of the work will be determined by the [Commission][Agency] and may include other specific tasks, such as rapporteur or chairperson tasks.

[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]]

**[OPTION 8 for HORIZON EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION OF POLICY/PROGRAMMES: 2.1]** The expert must assist the Commission [as part of an expert group] with **advice** on:

- [achievement and functioning of the European Research Area (ERA)]
- [implementation of EU research and innovation policy or programmes]
- [implementation of [insert name of EU programme]]
- [[insert other policy objectives]].

in accordance with the Terms of Reference set out in Annex 2.

For this purpose, the expert must analyse the current situation and formulate recommendations on how to better [channel research and innovation towards the aims of EU policies and programmes][[insert objective]].

This involves, in particular, the following tasks:

- **reading and analysing** the background information
- participating in **meeting(s)** (if any) and
- drafting and submitting the **report(s)** (and other **deliverable(s)**, if any) set out in the Terms of Reference (see Annex 2).

The precise scope of the work will be determined by the Commission and may include other specific tasks, such as rapporteur or chairperson tasks.

[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]]

**[OPTION 9 for HORIZON EXPERT GROUPS — ASSISTING WITH THE EVALUATION OF PROGRAMMES: 2.1]** The expert must assist the Commission [as part of an expert group] with the **evaluation** of the following EU programme:

- [insert name of the EU programme].

in accordance with the Terms of Reference set out in Annex 2.

For this purpose, the expert must analyse the rationale and objectives of the EU programme and compare it with its implementation and the achievements of the funded actions.

This involves, in particular, the following tasks:

- **reading and analysing** the background information
- participating in **meeting(s)** (if any) and
- drafting and submitting the **report(s)** (and other **deliverable(s)**, if any) set out in the Terms of Reference (see Annex 2).

The precise scope of the work will be determined by the Commission and may include other specific tasks, such as rapporteur or chairperson tasks.

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

***[OPTION 10 for HORIZON EXPERT GROUPS — ASSISTING WITH DESIGN OF POLICY/PROGRAMMES: 2.1*** The expert must assist the Commission [as part of an expert group] with **advice** on:

- designing EU [research and innovation][[other]] policy (including preparing future programmes in line with the Commission's guidelines)

in accordance with the Terms of Reference set out in Annex 2.

This involves, in particular, the following tasks:

- **reading and analysing** the background information
- participating in **meeting(s)** (if any) and
- drafting and submitting the **report(s)** (and other **deliverable(s)**, if any) set out in the Terms of Reference (see Annex 2).

The precise scope of the work will be determined by the Commission and may include other specific tasks, such as rapporteur or chairperson tasks.

*[OPTION A: All work must be done remotely.][OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]*

***[OPTION 11 for HORIZON EXPERT GROUPS — BUSINESS COACHES: 2.1*** The expert must assist the [Commission][Agency] by:

- *[OPTION A for coaching of beneficiaries: providing **business innovation coaching** to the beneficiary(ies) of the following grant agreements:*
  - [insert agreement number] — [acronym]
  - *[insert agreement number] — [acronym]*  
[same for other agreements] ]
- *[OPTION B for coaching of coaches: providing **business innovation coaching** to other coaches.]*

*[additional OPTION for coaching of beneficiaries: in accordance with the Terms of Reference set out in Annex 2.]*

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the description of the action)
- *[additional OPTION for coaching of beneficiaries: defining and implementing a **business coaching plan** (see Annex 3)]*

- *[additional OPTION for coaching of beneficiaries:* drafting and submitting the **report(s)** (and other **deliverable(s)**, if any) set out in the Terms of Reference (Annex 2)]
- participating in **meeting(s)**.

The precise scope of the work will be determined by the [Commission][Agency] and may include other specific tasks.

The work involves remote work and work involving travel (if needed and agreed by the [Commission][Agency].)

*[OPTION 12 for HORIZON EXPERT GROUPS — ERC SCIENTIFIC COUNCIL MEMBERS:2.1* As member of the Scientific Council of the European Research Council, the expert must perform all tasks in accordance with the applicable rules, including in particular attending plenary meeting(s) and other meeting(s).]

**2.2** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17) and reject the fees, allowances and expenses (see Article 14).

*[OPTION 13 EXPERT GROUPS — ASSISTING WITH DESIGN OF POLICY/PROGRAMMES: 2.1* The expert must assist the Commission [as part of an expert group] with the **design, implementation or evaluation of EU Programmes**, for:

[insert name of the EU programme]

in accordance with the Terms of Reference set out in Annex 2.

This involves, in particular, the following tasks:

- **reading and analysing** the background information
- participating in **meeting(s)** (if any) and
- drafting and submitting the **report(s)** (and other **deliverable(s)**, if any) set out in the Terms of Reference (see Annex 2).

The precise scope of the work will be determined by the Commission and may include other specific tasks, such as rapporteur or chairperson tasks.

*[OPTION A:* All work must be done remotely.][*OPTION B:* The work does not involve any remote work.] [*OPTION C:* The work involves remote work and work involving travel.]

### **ARTICLE 3 — WORKING ARRANGEMENTS — STARTING DATE — PLANNING AND DEADLINES — MAXIMUM WORKING DAYS**

**3.1** The work set out in Article 2 will **start** at the earliest on the date of entry into force of the Contract (see Article 24) and will finish at the latest on [insert end date of work].

**3.2** The **work** set out in Article 2 is **planned** as follows:

*[OPTION 1 for EVALUATORS — BY DEFAULT:*



- *[OPTION if Article 2 lists several calls: for [call]/invitation to submit a proposal]:*  
[insert call identifier]:]
  - **[meeting(s) and other work involving travel:**
    - [briefing(s):
      - at [insert address] on [insert date] (max. [insert number] working day(s))
      - [at [insert address] on [insert date] (max. [insert number] working day(s))]  
[same for other briefings]]
    - [evaluation meeting(s)/[hearing(s)]/[interview(s)]/[other]]:
      - at [insert address], between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))
      - [at [insert address], between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))]  
[same for other meeting(s)/hearing(s)/interview(s)]]
  - **[remote work:**
    - [remote evaluation: between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))]
    - [[other]: between [insert starting date] and [insert end date] (max. [insert number] work units(s) (i.e. [insert number] working day(s))]]
  - **[report(s) and deliverable(s)]<sup>3</sup>:**
    - individual evaluation report(s) (IERs): at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]
    - consensus report(s) (CRs): at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]
    - panel report: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]
    - [[other report(s) and deliverable(s)]: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
- *[additional OPTION if Article 2 lists several calls: for [call]/invitation to submit a proposal]:* [insert call identifier]:
  - **[meeting(s) and other work involving travel:**
    - [briefing(s):
      - at [insert address] on [insert date] (max. [insert number] working day(s))
      - [at [insert address] on [insert date] (max. [insert number] working day(s))]  
[same for other briefings]]
    - [evaluation meeting(s)/[hearing(s)]/[interview(s)]/[other]]:
      - at [insert address], between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))
      - [at [insert address], between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))]  
[same for other meeting(s)/hearing(s)/interview(s)]]
  - **[remote work:**
    - [remote evaluation: between [insert starting date] and [insert end date]  
(max. [insert number] working day(s))]

<sup>3</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

- *[other]*: between [insert starting date] and [insert end date] (max. [insert number] work units(s) (i.e. [insert number] working day(s)))
- **report(s) and deliverable(s)<sup>4</sup>**:
  - individual evaluation report(s) (IERs): at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*
  - consensus report(s) (CRs): at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*
  - panel report: at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*
  - *[other report(s) and deliverable(s)]*: at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*

[same for more calls]. ]

#### ***[OPTION 2 for EVALUATORS — ETHICS EVALUATORS:***

- *[OPTION if Article 2 lists several calls: for [call]]* *[invitation to submit a proposal]*:  
[insert call identifier]:]
  - **meeting(s) and other work involving travel:**
    - *[briefing(s):*
      - at [insert address] on [insert date] (max. [insert number] working day(s))
      - *[at [insert address] on [insert date] (max. [insert number] working day(s))]*
    - *[same for other briefings]*
  - *[ethics review meeting(s):*
    - at [insert address], between [insert starting date] and [insert end date] (max. [insert number] working day(s))
    - *[at [insert address], between [insert starting date] and [insert end date] (max. [insert number] working day(s))]*
    - *[same for other meetings]]*
- **remote work:**
  - remote review: between [insert starting date] and [insert end date] (max. [insert number] working day(s))
- **report(s) and deliverable(s)<sup>5</sup>**:
  - individual report(s) (EthIRs): at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*
  - consensus report(s) (EthCRs): at the latest *[by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]* *[on [insert date]]*

<sup>4</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

<sup>5</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.



- [other report(s) and deliverable(s)]: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
  - [additional *OPTION if Article 2 lists several calls*: for [call]/invitation to submit a proposal]: [insert call identifier]:
    - [meeting(s) and other work involving travel]:
      - [briefing(s):
        - at [insert address] on [insert date] (max. [insert number] working day(s))
        - [at [insert address] on [insert date] (max. [insert number] working day(s))]
      - [same for other briefings]]
    - [ethics review meeting(s):
      - at [insert address], between [insert starting date] and [insert end date] (max. [insert number] working day(s))
      - [at [insert address], between [insert starting date] and [insert end date] (max. [insert number] working day(s))]
    - [same for other meetings]]]
  - [remote work]:
    - remote review: between [insert starting date] and [insert end date] (max. [insert number] working day(s))]
  - [report(s) and deliverable(s)]<sup>6</sup>:
    - individual report(s) (EthIRs): at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
    - consensus report(s) (EthCRs): at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
    - [other report(s) and deliverable(s)]: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
- [same for more calls]]. ]

### **[OPTION 3 for EVALUATORS — OBSERVERS:**

- [OPTION if Article 2 lists several calls: for [call]/invitation to submit a proposal]: [insert call identifier]:
  - [meeting(s) and other work involving travel]:
    - [briefing(s):
      - at [insert address] on [insert date] (max. [insert number] working day(s))
      - [at [insert address] on [insert date] (max. [insert number] working day(s))]
    - [same for other briefings]]
  - [evaluation meeting(s)/[hearing(s)]/interview(s)]:
    - at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]]] (max. [insert number] working day(s))

<sup>6</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

- [at [insert address], [between [insert starting date] and [insert end date]] [on [insert date]] (max. [insert number] working day(s))  
[same for other meetings/hearings/interviews]]
  - **[remote work:**
    - preparation and follow-up of evaluation meeting(s)/[hearing(s)]/[interview(s)], formulating recommendations, drafting of report(s)<sup>7</sup>: between [insert starting date] and [insert end date] (max. [insert number] working day(s))
  - **[report(s) and deliverable(s)]<sup>8</sup>:**
    - observer report: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]
    - [[other reports and deliverables]: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
  - *[additional OPTION if Article 2 lists several calls: for [call]/[invitation to submit a proposal]: [insert call identifier]:*
    - **[meeting(s) and other work involving travel:**
      - [briefing(s):
        - at [insert address] on [insert date] (max. [insert number] working day(s))
        - [at [insert address] on [insert date] (max. [insert number] working day(s))  
[same for other briefings]]
      - [evaluation meeting(s)/hearing(s)/interview(s):
        - at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]] (max. [insert number] working day(s))
        - [at [insert address], [between [insert starting date] and [insert end date]] [on [insert date]] (max. [insert number] working day(s))  
[same for other meetings/hearings/interviews]]
    - **[remote work:**
      - preparation and follow-up of evaluation meeting(s)/[hearing(s)]/[interview(s)], formulating recommendations, drafting of report(s)<sup>9</sup>: between [insert starting date] and [insert end date] (max. [insert number] working day(s))
    - **[report(s) and deliverable(s)]<sup>10</sup>:**
      - observer report: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]
      - [[other reports and deliverables]: at the latest [by the dates indicated in the Funding & Tenders Portal electronic exchange system (see Article 21)]/[on [insert date]]]
- [same for more calls]]. ]

**[OPTION 4 for MONITORS — BY DEFAULT:**

- **[meeting(s) and other work involving travel:**

<sup>7</sup> The number of working days for follow the evaluation session(s) remotely includes work to prepare the report.

<sup>8</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

<sup>9</sup> The number of working days for follow the evaluation session(s) remotely includes work to prepare the report.

<sup>10</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

- /briefing:
  - at [insert address] on [insert date] (max. [insert number] working day(s))
- /meeting(s):
  - at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
  - /at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
  - [same for other meetings]
- /on-the-spot visit(s):
  - at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
  - /at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
  - [same for other on-the-spot visits]
- /remote work:
  - remote monitoring: /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
- /report(s) and deliverable(s)<sup>11</sup>:
  - [name of the report or deliverable]: at the latest on [insert date]
  - [same for other reports or deliverables]

#### **[OPTION 5 for MONITORS — ETHICS MONITORS:**

- /meeting(s) and other work involving travel:
  - /briefing(s):
    - at [insert address] on [insert date] (max. [insert number] working day(s))
    - /at [insert address] on [insert date] (max. [insert number] working day(s))
  - /meeting(s):
    - at [insert address], between [insert starting date] and [insert end date] (max. [insert number] working day(s))
    - /at [insert address], taking place at [insert address] between [insert starting date] and [insert end date] (max. [insert number] working day(s))
    - [same for other meetings]
  - /on-the-spot visit(s):
    - at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
    - /at [insert address], /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
    - [same for other on-the-spot visits]
- /remote work:
  - remote monitoring: /between [insert starting date] and [insert end date]//on [insert date] (max. [insert number] working day(s))
- /report(s) and deliverable(s)<sup>12</sup>:
  - [name of the report or deliverable]: at the latest on [insert date]
  - [same for other reports or deliverables]

<sup>11</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

<sup>12</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

**[OPTION 6 for HORIZON EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION/EVALUATION/DESIGN OF POLICY/PROGRAMMES:**

- **[meeting(s) and other work involving travel:**
  - Meeting(s):
    - at [insert address], [between [insert starting date] and [insert end date]]/on [insert date] (max. [insert number] working day(s))
    - at [insert address], [between [insert starting date] and [insert end date]]/on [insert date] (max. [insert number] working day(s))
  - [same for other meetings]]
- **[remote work:**
  - remote work: [between [insert starting date] and [insert end date]] / on [insert date]] (max. [insert number] working day(s))]
- **[report(s) and deliverable(s)]<sup>13</sup>:**
  - [name of the report or deliverable]: at the latest on [insert date]
  - [same for other reports or deliverables]].]

**[OPTION 7 for HORIZON EXPERT GROUPS — BUSINESS COACHES:**

- **Meeting(s) and other work involving travel AND remote work:**
  - business innovation coaching of [[insert name of beneficiary]]/coaches]: at [[insert address of the premises of the beneficiary/coaches]]/a location to be agreed with the [beneficiary]/coaches]], between [insert starting date] and [insert end date] [OPTION A for coaching of beneficiary: max. [insert number] working day(s))] [OPTION B for general coaching: max. [insert number] working day(s))]
  - business innovation coaching of [[insert name of beneficiary]]/coaches]: at [[insert address of the premises of the beneficiary/coaches]]/a location to be agreed with the [beneficiary]/coaches]], between [insert starting date] and [insert end date] [OPTION A for coaching of beneficiary: max. [insert number] working day(s))] [OPTION B for general coaching: max. [insert number] working day(s))]
  - [same for other beneficiaries/coaches/grant agreements]
- **[additional OPTION for coaching of beneficiaries: report(s) and deliverable(s)]<sup>14</sup>:**
  - initial coaching plan: at the latest on [insert date]
  - [first progress report: at the latest on [insert date]]
  - [second progress report: at the latest on [insert date]]
  - [third progress report: at the latest on [insert date]]
  - final coaching report: at the latest on [insert date]]
  - [same for other reports or deliverables]].]

**[OPTION 8 for HORIZON EXPERT GROUPS — ERC SCIENTIFIC COUNCIL MEMBERS:**

- **meeting(s) and other work involving travel:**
  - plenary meeting(s): at the Agency's premises or at another agreed location, as required by the work and according to the schedule set by the Scientific Council

<sup>13</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

<sup>14</sup> No additional working days for reports and deliverables because this work is already included in meetings and remote work.

- other meeting(s): at the Agency's premises or at another agreed location, as required by the work and according to the schedule set by the Scientific Council.]

The timing and deadlines set out in this Article is subject to confirmation by the responsible [OPTION 1 by default: [Commission][Agency]][OPTION 2 for experts managed by REA for non-REA calls: [Commission][INEA][EAInstr]] staff and may be subject to changes.

The **total maximum working days** foreseen is [insert number]. The number of days actually worked that may be declared by the expert may turn out to be less (see Articles 4 and 8).

**3.3** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5, and in particular reject the fees, allowances and expenses (see Article 14).

## **CHAPTER 3 /FEES/HONORARIA/, ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

### **ARTICLE 4 — /FEES/HONORARIA/**

[OPTION 1 for zero fee contracts: Not applicable]

[OPTION 2 for all other contracts: **4.1** The expert is entitled to the following [fee(s)][honoraria]:

[OPTION A for EVALUATORS — BY DEFAULT:

- [for meeting(s) and other work involving travel:
  - EUR 450/225 for each full/half day worked]
- [for remote work<sup>15</sup>:
  - [for reading and assimilating briefing documents (including webcast briefings): EUR [225][450] (which equals a fixed number of [0.5][1] working day) per evaluation session]
  - [OPTION if several calls/topics/actions/steps/stages with different remuneration scheme: for [insert call identifier] [— [insert short name of topic]] [— [insert type of action]] [— [insert step]] [— [insert stage]]]
    - [for individual evaluation — drafting of individual evaluation report: EUR [45][90][135][180][225][270][315][360][405][450][540][675][765][900][1350][1800] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1][1.2][1.5][1.7][2][3][4] working day(s)) for each evaluated [proposal][prize application]]
    - [for consensus group — participation in remote discussion — evaluator or rapporteur: EUR [45][90][135][180] (which equals a fixed number of

<sup>15</sup> For the correlation between amounts and working days, see Methodology for expert fees for remote evaluation and ethics review (C(2016)5455 available at [https://ec.europa.eu/research/participants/data/ref/h2020/other/experts\\_manual/methodology-for-expert-fees\\_en.pdf](https://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/methodology-for-expert-fees_en.pdf) . [https://ec.europa.eu/research/participants/data/ref/h2020/other/experts\\_manual/methodology-for-expert-fees\\_en.pdf](https://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/methodology-for-expert-fees_en.pdf) .

- [0.1][0.2][0.3][0.4] working day) for each evaluated [proposal][prize application]]
- [for consensus group — full remote consensus (finalisation and adoption of consensus report) — evaluator or rapporteur: EUR [45][90][135][180] (which equals a fixed number of [0.1][0.2][0.3][0.4] working day) for each evaluated [proposal][prize application]]
- [[for consensus group —] drafting of consensus report — rapporteur: EUR *[OPTION 1 for rapporteurs that also participate as individual evaluators: [45][90][135][180] (which equals a fixed number of [0.1][0.2][0.3][0.4] working day)] [OPTION 2 for rapporteurs that do not also participate as individual evaluators: [45][90][135][180][225][270][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][1] working day)]* for each evaluated [proposal][prize application]]
- [for panel review — preparation — panel member: EUR 450 (which equals a fixed number of 1 working day)]
- [for panel review — preparation — panel chair: EUR [900][1350] (which equals a fixed number of [2][3] working days)]
- *[additional OPTION if several calls/topics/actions/steps/stages with different remuneration scheme: for [insert call identifier] [— [insert short name of topic]] [— [insert type of action]] [— [insert step]] [— [insert stage]]*
  - [for individual evaluation — drafting of individual evaluation report: EUR [45][90][135][180][225][270][315][360][405][450][540][675][765][900][1350][1800] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1][1.2][1.5][1.7][2][3][4] working day(s)) for each evaluated [proposal][prize application]]
  - [for consensus group — participation in remote discussion — evaluator or rapporteur: EUR [45][90][135][180] (which equals a fixed number of [0.1][0.2][0.3][0.4] working day) for each evaluated [proposal][prize application]]
  - [for consensus group — full remote consensus (finalisation and adoption of consensus report) — evaluator or rapporteur: EUR [45][90][135][180] (which equals a fixed number of [0.1][0.2][0.3][0.4] working day) for each evaluated [proposal][prize application]]
  - [[for consensus group —] drafting of consensus report — rapporteur: EUR *[OPTION 1 for rapporteurs that also participate as individual evaluators: [45][90][135][180] (which equals a fixed number of [0.1][0.2][0.3][0.4] working day)] [OPTION 2 for rapporteurs that do not also participate as individual evaluators: [45][90][135][180][225][270][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][1] working day)]* for each evaluated [proposal][prize application]]
  - [for panel review — preparation — panel member: EUR 450 (which equals a fixed number of 1 working day)]
  - [for panel review — preparation — panel chair: EUR [900][1350] (which equals a fixed number of [2][3] working days)]
- [same for more calls/topics/actions/steps/stages with different remuneration scheme]]].
- [for other tasks:
  - [for remote review and quality checks of report(s) (IERs, CRs and ESRs): EUR [45][90][135][180][225][270][315][360][405][450] (which equals



- a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7] [0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]
- [for cross-reading of [proposal(s)][prize application(s)]: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]
- [for assistance in evaluating the gender dimension: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]
- *[OPTION for inducement prize evaluators, if testing foreseen in the work programme: for (on-site) testing of proposed solutions: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated prize application(s)]*
- [for assistance with the evaluation by chair and vice-chair: EUR [450][900][1350][1800][2250][2700][3150][3600][4050][4500] (which equals a fixed number of [1][2][3][4][5][6][7][8][9][10] working day(s)) per evaluation session]
- [for [insert other tasks]: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]]

*[OPTION B for EVALUATORS — ETHICS EVALUATORS:*

- [for meeting(s) and other work involving travel:
  - EUR 450/225 for each full/half day worked]
- [for remote work<sup>16</sup>:
  - [for reading and assimilating briefing documents (including webcast briefings): EUR [225][450] (which equals a fixed number of [0.5][1] working day) per evaluation session]
  - *[OPTION if several calls/topics/actions/steps/stages with different remuneration scheme: for [insert call identifier] [— [insert short name of topic]]— [insert type of action]]— [insert step]]— [insert stage]]*
    - [for ethics pre-screening — filling out ethics pre-screening form: EUR [45][90] (which equals a fixed number of [0.1][0.2] working day) for each 2 [proposals][prize applications]]
  - *[additional OPTION if several calls/topics/actions/steps/stages with different remuneration scheme: for [insert call identifier] [— [insert short name of topic]]— [insert type of action]]— [insert step]]— [insert stage]]*
    - [for ethics pre-screening — filling out ethics pre-screening form (for each 2 [proposals][prize applications]): EUR [45][90] (which equals a fixed number of [0.1][0.2] working day)]

<sup>16</sup> For the correlation between amounts and working days, see Methodology for expert fees for remote evaluation and ethics review (C(2016)5455 available at [https://ec.europa.eu/research/participants/data/ref/h2020/other/experts\\_manual/methodology-for-expert-fees\\_en.pdf](https://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/methodology-for-expert-fees_en.pdf) .

[same for more calls/topics/actions/steps/stages with different remuneration scheme] *]].]*

- *[for ethics screening — individual evaluation — drafting of individual report: EUR 90 (which equals a fixed number of 0.2 working day) for each evaluated [proposal][prize application]]*
- *[for ethics screening — consensus group — participation in remote discussion] — evaluator or rapporteur: EUR 45 (which equals a fixed number of 0.1 working day) for each evaluated [proposal][prize application]]*
- *[for ethics screening — consensus group — full remote consensus (finalisation and adoption of consensus report) — evaluator or rapporteur: EUR 45 (which equals a fixed number of 0.1 working day) for each evaluated [proposal][prize application]]*
- *[[for ethics screening — consensus group —] drafting of consensus report — rapporteur: EUR 90 (which equals a fixed number of 0.2 working day) for each evaluated [proposal][prize application]]*
- *[for ethics screening — panel review — preparation — panel member: EUR 450 corresponding to 1 working day]*
- *[for ethics assessment — individual evaluation — drafting individual report: EUR 180 (which equals a fixed number of 0.4 working day) for each evaluated [proposal][prize application]]*
- *[for ethics assessment — consensus group — participation in remote discussion — evaluator or rapporteur: EUR 45 (which equals a fixed number of 0.1 working day) for each evaluated [proposal][prize application]]*
- *[for ethics assessment — consensus group — moderate remote consensus] — chair: EUR 225 (which equals a fixed number of 0.5 working day)]*
- *[for ethics assessment — consensus group — full remote consensus (finalisation and adoption of consensus report) — evaluator or rapporteur or chair: EUR 45 (which equals a fixed number of 0.1 working day) for each evaluated [proposal][prize application]]*
- *[[for ethics assessment — consensus group —] drafting of consensus report — rapporteur: EUR 180 (which equals a fixed number of 0.4 working day) for each evaluated [proposal][prize application]]*
- *[for ethics assessment — panel review — preparation — panel member: EUR 450 corresponding to 1 working day]*
- *[for other tasks:*
  - *[for remote advice on ethics: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]*
  - *[for [insert other tasks]: EUR [45][90][135][180][225][270][315][360][405][450] (which equals a fixed number of [0.1][0.2][0.3][0.4][0.5][0.6][0.7][0.8][0.9][1] working day) per [X] evaluated [proposal(s)][prize application(s)]*

*[OPTION C for EVALUATORS — OBSERVERS:*

- *[for meeting(s) and other work involving travel:*
  - *EUR 450/225 for each full/half day worked]*
- *[for remote work:*
  - *EUR 450/225 for each full/half day worked].]*



*[OPTION D FOR MONITORS — ALL:*

- *[for meeting(s) and other work involving travel:*
  - EUR 450/225 for each full/half day worked]
- *[for remote work:*
  - EUR 450/225 for each full/half day worked].]

*[OPTION E for HORIZON EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION/EVALUATION/DESIGN OF POLICY/PROGRAMMES:*

- *[for meeting(s) and other work involving travel:*
  - EUR 450/225 for each full/half day worked]
- *[for remote work:*
  - EUR 450/225 for each full/half day worked].]

*[OPTION F for HORIZON EXPERT GROUPS — BUSINESS COACHES:*

- *[for meeting(s) and other work involving travel:*
  - EUR 1000/500 for each full/half day worked]
- *[for remote work:*
  - EUR 1000/500 for each full/half day worked].]

*[OPTION G for HORIZON EXPERT GROUPS — ERC SCIENTIFIC COUNCIL MEMBERS:*

- for the tasks as member of the ERC Scientific Council:
  - *[OPTION 1 for Vice-Chairpersons:* EUR 3 500/1 750 per full/partial ERC Scientific Council plenary meeting attended] *[OPTION 2 for members:* EUR 2000/1000 per full/partial ERC Scientific Council plenary meeting attended]
  - EUR 2 250 per year (pro rata for less than one year) for each role acting in a position of responsibility, defined as a Domain Coordinator, Standing Committee chair, Steering Committee member or Working Group chair]

The *[fee(s)]*/honoraria] are subject to the following **conditions**:

*[OPTION A by default:*

- *[for meeting(s) and other work involving travel:*
  - the fee can be claimed only for days actually worked (i.e. the meeting day(s) actually attended)
  - travelling time cannot be considered as working time
  - attendance must be confirmed in an attendance sheet/list of participants]
- *[for remote work:*
  - [OPTION 1 for evaluators — by default:*
    - the fee can be claimed only for *[proposal(s)]*/prize application(s)] actually evaluated
    - tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the *[Commission]*/Agency]
    - *[proposal(s)]*/prize application(s)] may be counted for individual evaluation only if the individual evaluation report was submitted in time (i.e. normally before the start of the *[consensus meeting]*/panel meeting)]]

- *[[proposal(s)]]**[[prize application(s)]]* may be counted for participation in remote discussion only if:
    - the moderator specifically requested the expert's involvement in the remote consensus
    - the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur
    - the expert participated in the remote discussion relating to the *[[proposal]]**[[prize application]]* or to the draft consensus report
  - *[[proposal(s)]]**[[prize application(s)]]* may be counted for full remote consensus only if:
    - the moderator specifically requested the expert's involvement in the remote consensus
    - the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur
    - the expert participated in the remote discussion relating to the *[[proposal]]**[[prize application]]* or to the draft consensus report
    - the remote evaluation is finalised and a full consensus has been achieved remotely ]
  - *[[proposal(s)]]**[[prize application(s)]]* may be counted for consensus group rapporteur tasks only if:
    - the moderator specifically requested a remote drafting of the consensus report
    - the rapporteur drafted a good-quality consensus report on the basis of the comments, scores and opinions of all individual evaluators, within the deadlines set]
  - *[[the fee for preparation of the panel review can be claimed only if the expert actually attended the panel meeting]]. ]*
- [[OPTION 2 for evaluators — ethics evaluators:*
- the fee can be claimed only for *[[proposal(s)]]**[[prize application(s)]]* actually reviewed
  - tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the *[[Commission]]**[[Agency]]*
  - *[[proposal(s)]]**[[prize application(s)]]* may be counted for individual evaluation only if the individual report was submitted in time (i.e. normally before the start of the *[[consensus meeting]]**[[panel meeting]]*)
  - *[[proposal(s)]]**[[prize application(s)]]* may be counted for participation in remote discussion only if:
    - the moderator specifically requested the expert's involvement in the remote consensus
    - the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur
    - the expert participated in a remote discussion relating to the *[[proposal(s)]]**[[prize application(s)]]* or to the draft consensus report
  - *[[proposal(s)]]**[[prize application(s)]]* may be counted for full remote consensus only if:
    - the moderator specifically requested the expert's involvement in the remote consensus

- the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur
- the expert participated in the remote discussion relating to the [proposal(s)]/[prize application(s)] or to the draft consensus report
- the remote evaluation is finalised and a full consensus has been achieved remotely ]
- [/[proposal(s)]/[prize application(s)] may be counted for consensus group rapporteur tasks only if:
  - the moderator specifically requested a remote drafting of the consensus report
  - the rapporteur drafted a good-quality consensus report on the basis of the comments, scores and opinions of all individual evaluators, within the deadlines set]
- [the fee for preparation of the panel review can be claimed only if the expert actually attended the panel meeting]. ]

*[OPTION 3 for evaluators – observers and chairs/vice-chairs:*

- tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the [Commission]/[Agency].]

*[OPTION 4 for monitors:*

- tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the [Commission]/[Agency].]

*[OPTION 5 for HORIZON expert groups — all except ERC Scientific Council members:*

- tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the [Commission]/[Agency].]]]

*[OPTION B for HORIZON expert groups — ERC Scientific Council members:*

- the amount for full participation can be claimed only for full attendance at all 3 half-day sessions (— attendance at less than the 3 half-day sessions will be considered as partial participation).]

The **total amount due** will be calculated:

- *[OPTION A by default:* for meeting(s) and other work involving travel: on the basis of the number of full/half days worked
- *[additional OPTION for evaluators with remote work (except observers):* for remote work: on the basis of the number of working days that correspond to the remote tasks carried out ]
- *[additional OPTION for observers, monitors and HORIZON expert groups (except ERC Scientific Council members):* for remote work: on the basis of the number of full/half days worked.]
- *[OPTION B for HORIZON expert groups — ERC Scientific Council members:* on the basis of full or partial participation in the plenary meeting]

as declared by the expert and approved by the [Commission]/[Agency] (see Article 8).

The **total amount requested** may not exceed — and may have to be less than — the fee for the total maximum working days set out in Article 3.2, i.e. EUR [insert amount].

*[OPTION for evaluators:* The fee(s) must be claimed in a **single payment request** *[per call]* *[additional OPTION for evaluators involved in calls with multiple cut-off dates:* and per cut-off date], at the end of the evaluation (see Article 8).*]*

**4.2** If the expert breaches any of his/her obligations under this Article, the *[Commission]/[Agency]* may apply the measures set out in Chapter 5, and in particular reject the fees (see Article 14).

## ARTICLE 5 — ALLOWANCES AND REIMBURSEMENT OF EXPENSES

**5.1** In addition to the *[fees]/[honoraria]* set out in Article 4, *[OPTION if meetings or other work involving travel foreseen in Article 2:* the expert is entitled to the following **allowances** and **reimbursement of expenses**:

- for **meeting(s)** and **other work involving travel** *[additional OPTION for HORIZON expert groups — ERC Scientific Council members:* (including plenary meeting(s))]:
  - *[reimbursement of* **travel expenses** *directly connected with the work set out in Article 2 in accordance with Decision C(2007)5858<sup>17</sup> from the experts official address set out in the Preamble (or other point of departure — if explicitly agreed by the* *[Commission]/[Agency]* *before the travel arrangements are fixed) to the place of the meeting(s) and back]*
  - *[OPTION by default a ]**[OPTION for very high-level experts:* an increased **daily allowance** *in accordance with Decision C(2007)5858]*
  - *[an* *[OPTION for very high-level experts:* increased **accommodation allowance** *in accordance with Decision C(2007)5858]*

*[T]/[t]*he expert is *[also]* entitled to the reimbursement of the following *[other]* expenses:

- expenses related to the participation in a **videoconference** — if the *[Commission]/[Agency]* approved these expenses before the videoconference took place and
- expenses incurred as a **result of special instructions** — if the instructions were given by the *[Commission]/[Agency]* in writing, the expenses were approved by the *[Commission]/[Agency]* in advance and the supporting documents are joined to the payment request.

Other expenses will **not be reimbursed**, in particular:

- (a) expenses incurred for purchasing equipment or other material needed by the expert to accomplish his/her tasks

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<sup>17</sup> Commission Decision [C\(2007\)5858](http://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/regl_experts_en.pdf) of 5 December 2007 establishing rules on the reimbursement of expenses incurred by people from outside the Commission invited to attend meetings in an expert capacity (available at: [http://ec.europa.eu/research/participants/data/ref/h2020/other/experts\\_manual/regl\\_experts\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/regl_experts_en.pdf)).

- (b) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget)
- (c) reckless or excessive expenses
- (d) deductible VAT
- (e) currency exchange losses.

**5.2** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5, and in particular reject the allowances and expenses (see Article 14).

## **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **ARTICLE 6 — GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE [COMMISSION][AGENCY]**

**6.1** The expert must **perform** the Contract in compliance with all its provisions and legal obligations under applicable EU, international and national law.

The expert must, in particular:

- implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:
  - the Code of Conduct (see Annex 1)
  - [the Terms of Reference (see Annex 2)]
  - [the Business Coaching Plan (see Annex 3)] and
- ensure compliance with applicable national tax and social security law.

S/he must implement the Contract fully, timely (i.e. within the deadlines set by the [Commission][Agency]) and to the highest professional standards.

The Contract does not constitute an employment agreement with the [Commission][Agency].

**6.2** The expert must immediately **inform** the [Commission][Agency], if s/he cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.

**6.3** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5.

## ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

**7.1** The expert must **keep records** and other **supporting documentation** (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked *[additional OPTION for evaluators with remote work (except observers): the remote tasks carried out]* and on travels and other expenses incurred).

S/he must make them available upon request or in the context of checks, audits or investigations (see Article 12).

The expert must keep all records and supporting documentation for **two years** starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the expert must keep the records and supporting documents until these procedures end.

**7.2** If the expert breaches any of his/her obligations under this Article, the *[Commission]/[Agency]* may apply the measures set out in Chapter 5.

## ARTICLE 8 — REQUEST FOR PAYMENT

**8.1** The expert must submit *[OPTION by default (except for HORIZON expert groups — ERC Scientific Council members): (via the Funding & Tenders Portal electronic exchange system; see Article 21)]* a **request for payment** within **30 days** of receiving notification.

The notification will be sent within 15 days *[OPTION 1 for evaluators: after the end of the evaluation]* *[OPTION 2 for monitors, HORIZON expert groups — assisting with implementation/ evaluation/design of policy/programmes AND HORIZON expert groups — SME coaches: after the end of each meeting, remote work or deadline for submitting the report or deliverable that triggers a payment]* *[OPTION 3 for HORIZON expert groups — ERC Scientific Council members: after the end of each plenary session or meeting that triggers a payment]*.

The request for payment must contain all the necessary **information** and **supporting documents** for the *[Commission]/[Agency]* to process the payment (i.e. depending on the type of payment requested: number of days worked, *[additional OPTION for evaluators with remote work (except observers): number of working days that correspond to the remote tasks carried out,]* *[additional OPTION for EIC business coaches: time-sheets signed by the beneficiary,]* scanned tickets for travels, scanned invoices for other expenses, etc).

For payments linked to a report or other deliverable, the expert may not submit a payment claim before having submitted the report or deliverable.

**Conversions** of costs incurred in another currency will be made by the *[Commission]/[Agency]* according to the monthly accounting rates published on the Commission's website, that applied on the (first) day of the meeting or other work involving travel.

**8.2** If the expert is considered to supply a taxable service under national tax law, s/he must:



- indicate this in the Funding & Tenders Portal electronic exchange system
- register his/her VAT number, and
- if needed, request a VAT exemption certificate from the [Commission][Agency] and send an invoice [OPTION by default (except for experts with VAT registration number in Portugal): (without VAT) [additional OPTION for experts with VAT registration number in Belgium: and with the following statement: “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)”)].

**8.3** The expert must specify in the request the **bank account** to be used for making the payment.

This bank account must be one of those listed and validated for the expert in his/her profile in the Funding & Tenders Portal electronic exchange system (see Article 21).

**8.4** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5.

## ARTICLE 9 — PAYMENTS

**9.1** Unless Article 13 applies, the [Commission][Agency] will make payments within **30 days** from receiving the request for payment (see Article 8).

**9.2** Payments are subject to the [Commission][Agency]’s **approval** of the report(s) and deliverable(s), and of the request(s) for payment.

Approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

**9.3** Payments will be made in **euros**.

**9.4** Payments will be made to the bank account specified by the expert in the request for payment (see Article 8.3).

**9.5** The [Commission][Agency]’s payments are deemed to be carried out on the date on which its account is debited.

**9.6** If the [Commission][Agency] does not pay within the payment deadlines (see above), the expert is entitled to **late-payment interest** at the rate applied by the European Central Bank for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the expert only upon request submitted within two months of receiving late payment.

Suspension of the payment deadline (see Article 13) will not be considered as late payment.

Late payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

## **ARTICLE 10 — OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)**

The *[OPTION 1 by default: [European Union]/[European Atomic Energy Community]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls]: [European Union (EU)]/[INEA]/[EASME]]* obtains **full ownership** of the results produced under the Contract (including copyright and other intellectual or industrial property rights).

The *[OPTION 1 by default: [European Union]/[European Atomic Energy Community]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [EU]/[INEA]/[EASME]]* obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the *[Commission]/[Agency]*. Such delivery and approval are considered to constitute an effective assignment of rights.

This transfer of rights is free of charge.

## **ARTICLE 11 — PROCESSING OF PERSONAL DATA**

### **11.1 Processing of personal data by the *[Commission]/[Agency]***

Any personal data under the Contract will be processed by the *[Commission]/[Agency]* under Regulation (EU) No 2018/1725<sup>18</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the *[Commission]/[Agency]* (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the *[Commission]/[Agency]* for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of the EU or Euratom (including checks, reviews audits and investigations; see Article 12).

*[OPTION for evaluators: The expert’s personal data will not be disclosed to the applicants of the evaluated [proposal(s)]/prize application(s)].*

In accordance with Article 38 of the EU Financial Regulation, information about EU expert contracts (including name and address) is published each year on the Europa website.

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<sup>18</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).



Experts evaluating Horizon Europe proposals will be published annually on the Funding & Tenders Portal, together with their area of expertise.

*[OPTION for Horizon expert groups which are Commission expert groups:* In addition, the expert's name and his/her declaration of interest form (DoI) will be published in the Register of Commission expert groups and other similar entities ('the Register of expert groups'), in accordance with Decision C(2016)3301<sup>19</sup>.]

Moreover, the expert's personal data may be given to *[additional OPTION for experts managed by REA for non-REA calls:* the [Commission]/[INEA]/[EASME] and] persons or bodies responsible for monitoring the proper application of EU law (including the EU or Euratom financial interests) *[additional OPTION 1 for ERC evaluators, ERC monitors :* and to the ERC Scientific Council] *[additional OPTION 2 for business coaches:* and to external persons or bodies involved in the implementation of the Programme].

The expert has the right to access and correct his/her personal data. For this purpose, s/he must send any queries about the processing of his/her personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the [Commission]/[Agency] websites.

The expert also has the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

## 11.2 Processing of personal data by the expert

The expert may process personal data under the Contract only under the supervision of and on instructions from the data controller of the [Commission]/[Agency] (see above).

The expert must put in place appropriate technical and organisational security measures to address data processing risks and in particular:

- (a) prevent any unauthorised person from accessing computer systems that process personal data, and especially:
  - unauthorised reading, copying, alteration or removal of storage media
  - unauthorised data input, disclosure, alteration or deletion of stored personal data
  - unauthorised use of data-processing systems by means of data transmission facilities
- (b) ensure that access to personal data is limited to persons with special access rights
- (c) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation

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<sup>19</sup> Article 11 and Annexes 4 and 6 of Commission Decision C(2016)3301 establishing horizontal rules on the creation and operation of Commission expert groups (available at [http://ec.europa.eu/transparency/regexpert/PDF/C\\_2016\\_3301\\_F1\\_COMMISSION\\_DECISION\\_EN.pdf](http://ec.europa.eu/transparency/regexpert/PDF/C_2016_3301_F1_COMMISSION_DECISION_EN.pdf)).

- (d) design his/her organisational structure in a way that meets data protection requirements.

**11.3** If the expert breaches any of his/her obligations under this Article, the [Commission][Agency] may apply the measures set out in Chapter 5.

## **ARTICLE 12 — CHECKS, AUDITS AND INVESTIGATIONS**

**12.1** The [Agency or the] Commission may — during the implementation of the Contract or afterwards — carry out **checks and audits** to verify the proper implementation of the work (including reports and deliverables) under the Contract and whether the expert has met all his/her obligations.

Checks and audits may be started **up to two years after the last payment** is made.

The [Agency or the] Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).

The expert must provide — within the deadline requested — any information (including deliverables and reports already submitted) to verify compliance with the Contract.

For **on-the-spot visits**, the expert must allow access to sites and premises where the work under the Contract is or was performed.

**12.2** Under Regulation No 883/2013<sup>20</sup> and Regulation No 2185/96<sup>21</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out **investigations**, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

**12.3** Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 257 of the EU Financial Regulation 2018/1046<sup>22</sup>, the **European Court of Auditors** (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

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<sup>20</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.9.2013, p.1).

<sup>21</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

<sup>22</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Regulation (EU, Euratom) No 996/2012 (OJ L 193, 30.7.2018, p.1).

**12.4** Findings in checks, audits or investigations may lead to the rejection of [fees]/[honoraria], allowances and expenses (see Article 14) and recovery of undue amounts (see Article 15).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

**12.5** If the expert breaches any of his/her obligations under this Article, the [Commission]/[Agency] may apply the measures set out in Chapter 5.

## **CHAPTER 5 BREACH OF CONTRACT**

### **ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE**

**13.1** The [Commission]/[Agency] may — at any moment — suspend the payment deadline (see Article 9.1), if a request for payment cannot be approved because:

- (a) it does not comply with the provisions of the Contract (see Article 8)
- (b) the report(s) or deliverable(s) have not been submitted or are not complete or additional work or information is needed, or
- (c) there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.

**13.2** In this case, the [Commission]/[Agency] must formally notify the expert (via the Funding & Tenders Portal electronic exchange system; see Article 21) of the suspension and the reasons why.

The suspension **takes effect** on the day the notification is sent by the [Commission]/[Agency] (see Article 21).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the [Commission]/[Agency] to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to missing supporting documents or information (see Article 8) and the requested document or information is not submitted within the deadline set by the [Commission]/[Agency] (despite a reminder), the [Commission]/[Agency] may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 14).

If the payment deadline has been suspended due to non-compliance of reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by the [Commission]/[Agency] (or was submitted but is also rejected), the [Commission]/[Agency] may also terminate the Contract (see Article 17).

## ARTICLE 14 — REJECTION OF /FEES//HONORARIA/, ALLOWANCES OR EXPENSES

**14.1** The /Commission//Agency/ may reject (part of) the requested /fee(s)//honoraria/, allowances or expenses if:

- (a) they do not fulfil the conditions set out in Article 4 or 5
- (b) if the expert has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1)).

**14.2** The /Commission//Agency/ must formally notify the expert of the rejection, the amounts and the reasons why. The expert may — within 30 days of receiving notification — formally notify the /Commission//Agency/ of its disagreement and the reasons why.

## ARTICLE 15 — RECOVERY OF UNDUE AMOUNTS

**15.1** The /Commission//Agency/ may recover any amount that was paid to the expert but is not due under the Contract.

**15.2** The /Commission//Agency/ will notify the expert (via the Funding & Tenders Portal electronic exchange system; see Article 21) of its **intention** to recover, the reasons why and invite him/her to submit observations within 30 days of receiving notification.

If no observations are submitted or the /Commission//Agency/ decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered by formally notifying a **debit note** to the expert. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the /Commission//Agency/ may recover the amount:

- (a) by **offsetting** it — without the expert's consent — against any amounts owed to the expert by the /Agency, the/ Commission or an/other/ executive agency (from the EU or Euratom) budget.

In exceptional circumstances, to safeguard the EU's financial interests, the /Commission//Agency/ may offset before the payment date specified in the debit note;

or

(b) by **taking legal action** (see Article 23).

**15.3** If payment is not made by the date in the debit note, the amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 9.6, from the day following the date for payment in the debit note, up to and including the date the [Commission][Agency] receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the expert, unless Directive 2007/64/EC applies.

## ARTICLE 16 — SUSPENSION OF THE CONTRACT

**16.1** The [Commission][Agency] may suspend implementation of the Contract or any part of it, if:

- (a) the expert is not able to fulfil his/her obligations to carry out the work required (see Article 6)
- (b) the expert has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).

**16.2** The [Commission][Agency] will formally **notify** the expert (via the Funding & Tenders Portal electronic exchange system; see Article 21) of the suspension of the Contract and the reasons why.

The suspension will **take effect** on the date the notification is sent by the [Commission][Agency].

It will be **lifted** if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be **amended** to adapt it to the new situation (see Article 22).

If resuming implementation of the Contract is not possible, the [Commission][Agency] may decide to terminate it (see Article 17.1).

Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

## ARTICLE 17 — TERMINATION OF THE CONTRACT

**17.1** Termination of the Contract by the [Commission][Agency]

**17.1.1** The [Commission]/[Agency] may terminate the Contract, if:

- (a) the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 6)
- (b) the expert has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1)
- (c) the expert has been found guilty of grave professional misconduct, proven by any means
- (d) the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
- (e) the [Commission]/[Agency] deems that the tasks assigned to the expert under the Contract are no longer needed.

The [Commission]/[Agency] may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 16.2 and 20.2).

**17.1.2** The [Commission]/[Agency] must formally notify the expert (via the Funding & Tenders Portal electronic exchange system; see Article 21) of its **intention** to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification.

If no observations are submitted or the [Commission]/[Agency] decides to pursue termination despite the observations it has received, it will formally notify **confirmation** of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect** on the day after the notification of the confirmation is received by the expert.

## **17.2 Termination of the Contract by the expert**

**17.2.1** The expert may terminate the Contract, if s/he is not able to fulfil his/her obligation to implement the work required (see Article 6).

**17.2.2** The expert must formally notify termination to the [Commission]/[Agency] *[OPTION by default (except for Horizon expert groups — ERC Scientific Council members):* (via the Funding & Tenders Portal electronic exchange system; see Article 21)], stating:

- the reasons why and

- the date the termination will take effect. This date must be at least 15 days after the notification.

If no reasons are given or if the [Commission]/[Agency] considers that the reasons do not justify termination, the Contract will be considered to have been ‘**terminated improperly**’ (which may lead to the rejection of fees, allowances or expenses; see Article 14).

The termination will **take effect** on the date specified in the notification.

### 17.3 Effects

If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 8).

Only fees for days worked [additional OPTION for evaluators with remote work (except observers): remote tasks carried out] and expenses incurred until termination takes effect (including commitments to pay, such as flight or hotel reservations) may be claimed.

## ARTICLE 18 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the [OPTION 1 by default: [Agency or the] Commission] [OPTION 2 for experts managed by REA for non-REA calls: Agency, the [INEA]/[EASME] or the Commission] may also adopt administrative sanctions under Articles from 135 to 145 and 237 of the EU Financial Regulation No 2018/1046<sup>23</sup> (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

## ARTICLE 19 — LIABILITY FOR DAMAGES

### 19.1 Liability of the [Commission]/[Agency] [additional OPTION for experts managed by REA for non-REA calls: or [the Commission]/[INEA]/[EASME]

The [Commission]/[Agency] [additional OPTION for experts managed by REA for non-REA calls: or the [Commission]/[INEA]/[EASME]] cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of wilful misconduct or gross negligence.

### 19.2 Liability of the expert

Except in case of force majeure (see Article 20), the expert must compensate the [Commission]/[Agency] [additional OPTION for experts managed by REA for non-REA calls: and [the Commission]/[INEA]/[EASME]] for any damage [it]/[they] sustain[s] as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

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<sup>23</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (OJ L 193, 30.7.2018, p.1).



*[OPTION by default (except for Horizon expert groups — ERC Scientific Council Members): Thus, the [Commission][Agency] [additional OPTION for experts managed by REA for non-REA calls: or [the Commission][INEA][EASME]] may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.]*

## **ARTICLE 20 — FORCE MAJEURE**

**20.1** ‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Contract
- was unforeseeable, exceptional and beyond the parties’ control
- was not due to error or negligence on their part, and
- proves to be inevitable in spite of exercising due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

**20.2** Any situation of force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

## **CHAPTER 6 FINAL PROVISIONS**

### **ARTICLE 21 — COMMUNICATION BETWEEN THE PARTIES**

**21.1** Communication under the Contract (information, requests, submissions, ‘formal notifications’ etc.) must:

- be made in writing
- bear the Contract number



- *[OPTION by default (except for Horizon expert groups — ERC Scientific Council members):* be made through the Funding & Tenders Portal electronic exchange system (unless the system provides for the use of e-mail).

If the electronic exchange system is temporarily unavailable, instructions will be given on the [Commission]/[Agency]'s websites.]

**21.2 Communications through the electronic exchange system** are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

**Communications by e-mail** are considered to have been made when they are sent by the sending party to the address set out below, unless the sending party receives a message of non-delivery.

**Formal notifications through the electronic exchange system** are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

If deterred by the electronic exchange system being down or the non-deliverability of e-mails to the address indicated below, the sending party cannot be considered in breach of its obligation to send a communication within a specific deadline.

**21.3** The electronic exchange system must be accessed via the following URL:

[insert URL]

The [Commission]/[Agency] will formally notify the expert in advance of any changes to this URL.

**Communications and formal notifications** to the [Commission]/[Agency] that cannot be sent through the electronic exchange system must be sent to the following address:

[insert functional mailbox or other e-mail address].

**Communications and formal notifications** to the **expert** that cannot be sent through the electronic exchange system will be sent to the e-mail address set out in the Preamble.

## **ARTICLE 22 — AMENDMENTS TO THE CONTRACT**

**22.1** The Agreement may be amended in justified cases unless the amendment entails changes to the Contract which would call into question the procedure to select the expert.

Amendments may be requested by any of the parties.

The expert may not start any new work before the amendment takes effect.

**22.2** The party requesting an amendment must submit to the other party *[OPTION by default (except for Horizon expert groups — ERC Scientific Council members): (via the Funding & Tenders Portal electronic exchange system; see Article 21)]* the requested amendment (together with the reasons why).

If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both parties *[OPTION by default (except for Horizon expert groups — ERC Scientific Council members): via the Funding & Tenders Portal electronic exchange system]*. If it does not agree, it must formally notify its disagreement within the same deadline.

An amendment **enters into force** on the day of the last signature.

The amendment **takes effect** on the date of entry into force or a future date agreed by the parties.

## **ARTICLE 23 — APPLICABLE LAW AND DISPUTE SETTLEMENT**

**23.1** The Contract is governed by EU law and is supplemented, where necessary, by the law of Belgium.

**23.2** Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before the courts of Brussels, Belgium.

## **ARTICLE 24 — ENTRY INTO FORCE OF THE CONTRACT**

The Contract will enter into force on the day on which the last party signs.

## **SIGNATURES**

Expert:

For the *[Commission]/[Agency]*:

[electronic signature]

[forename/surname]  
[electronic signature]

Done in [English] on [electronic time stamp]

Done in [English] on [electronic time stamp]

**EVALUATORS — ALL (except observers):**

**ANNEX 1**

**CODE OF CONDUCT**

**1. PERFORMING THE WORK**

**1.1** The expert must work independently, in a personal capacity and not on behalf of any organisation.

**1.2** The expert must:

- (a) evaluate each [proposal]/[prize application] in a confidential and fair way, in accordance with the applicable rules [additional OPTION for ERC evaluators: and, in particular, with the ERC Rules of Submission and Evaluation<sup>1</sup>]
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
- (c) follow the instructions and time-schedule given by the [Commission]/[Agency] [additional OPTION for experts managed by REA for non-REA calls: and the responsible [Commission]/[INEA]/[EASME] staff].

**1.3** The expert may not delegate the work to another person or be replaced by another person.

**1.4** If a person or entity involved in a [proposal]/[prize application] approaches the expert before or during the evaluation, s/he must immediately inform the [Commission]/[Agency].

**1.5** The expert may not be (or become) involved in any of the actions resulting from the [proposal(s)]/[prize application(s)] that s/he evaluated (at any stage of the procedure, including for two-stage calls).

*[additional OPTION for two-stage calls: In addition, the expert may not be (or become) involved in the preparation of a proposal at the second stage of a two-stage call, if s/he participated in the evaluation of the first stage.]*

**2. IMPARTIALITY**

**2.1** The expert must perform his/her work **impartially** and take all measures to prevent any situation where the impartial and objective implementation of the work is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

The following situations will **automatically** be considered as **conflict of interest**:

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<sup>1</sup> Available at [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation\\_horizon\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation_horizon_en.pdf)

(a) **for a [proposal]/[prize application] s/he is requested to evaluate**, if s/he:

- (i) was involved in the preparation of the [proposal]/[prize application]
- (ii) is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action)
- (iii) is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action)[.]/[;]

*[additional OPTION for ERC evaluators:*

- (iv) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of the proposal s/he is requested to evaluate as an additional reviewer from another panel (cross-panel or cross-domain proposal)
- (v) has (or has had during the last five years) a scientific collaboration with the principal investigator of the proposal
- (vi) has (or has had) a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal
- (vii) has (or has had), a mentor/mentee relationship with the principal investigator of the proposal.]

In this case, the expert must be excluded from the evaluation of the [proposal]/[prize application] concerned *[OPTION 1 by default:* (and may not take part in the consensus group, panel review or hearings when the [proposal]/[prize application] is being discussed).*][OPTION 2 for ERC evaluators:* (and may not take part in any discussion or scoring of the proposal and must leave the room or the electronic forum when it is discussed ('out of the room' rule).] Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the [proposal]/[prize application] concerned must be re-evaluated.

However, in exceptional and duly justified cases, the responsible *[OPTION 1 by default: [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff may decide to nevertheless invite the expert to take part in the *[OPTION 1 by default: panel meeting][OPTION 2 for ERC evaluators: evaluation]*, if:

- the expert works in a different department/laboratory/institute from the one where the action is to be carried out and
- the departments/laboratories/institutes within the organisation concerned operate with a high degree of autonomy and

- the participation is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts.

In this case, the other experts in the group of evaluators will be informed about the situation of the expert.

(b) **for a [proposal][prize application] s/he is requested to evaluate AND for all [proposals][prize applications] competing for the same [call budget-split][prize], if s/he:**

- (i) was involved in the preparation of any [proposal][prize application] *[OPTION 1 by default: submitted to the same topic/other topic][OPTION 2 for ERC evaluators: assigned to the same panel]* within the same [call budget-split][prize];
- (ii) would benefit if any [proposal][prize application] *[OPTION 1 by default: submitted to the same topic/other topic][OPTION 2 for ERC evaluators: assigned to the same panel]* within the same [call budget-split][prize] is accepted or rejected;
- (iii) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the preparation of any [proposal][prize application] *[OPTION 1 by default: submitted to the same topic/other topic][OPTION 2 for ERC evaluators: assigned to the same panel]* within the same [call budget-split][prize], or with a person which would benefit if such a [proposal][prize application] is accepted or rejected.

In this case, *[OPTION 1 by default: the expert must be excluded from the evaluation of the [proposal][prize application] concerned AND from all the [proposals][prize applications] competing for the same [call budget-split][prize].][OPTION 2 for ERC evaluators: the expert may not evaluate any proposal in the call concerned ('out of the call' rule).]* Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the [proposals][prize applications] concerned must be re-evaluated.

(c) **for ALL [proposals][prize applications] under the call in question, if s/he:**

- (i) is a member of an advisory group set up by the EU to advise on the preparation of work programmes or work plans in an area related to the call in question
- (ii) is a National Contact Point (NCP) or is working for the Enterprise Europe Network (EEN)
- (iii) is a member of a programme committee[./;]

*[additional OPTION for ERC evaluators:*

- (iv) has submitted a proposal as a principal investigator or a team member, under the same call
- (v) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of any proposal submitted to his/her panel.]

In this case, *[OPTION 1 by default:* the expert must be excluded from the evaluation of the call concerned.] *[OPTION 2 for ERC evaluators:* the expert may not evaluate any proposal in the call concerned ('out of the call' rule).] Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the *[proposals]/[prize applications]* concerned must be re-evaluated.

The following situations **may be** considered as **conflict of interest** if the responsible *[OPTION 1 by default:* [Commission][Agency]] *[OPTION 2 for experts managed by REA for non-REA calls:* [Commission][INEA][EASME]] staff so decides *[additional OPTION for ERC evaluators:* (in consultation with the ERC Scientific Council)], in view of the objective circumstances, the available information and the potential risks:

- (a) employment of the expert by one of the applicants (or linked third parties or other third parties involved in the action) in the last three years
- (b) involvement of the expert in a contract, grant, prize or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant, linked third party or other third party involved in the action *[(or the Marie Skłodowska-Curie research fellow)]* in the last three years
- (c) any other situation that could cast doubt on his/her ability to participate in the evaluation impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the responsible *[OPTION 1 by default:* [Commission][Agency]] *[OPTION 2 for experts managed by REA for non-REA calls:* [Commission][INEA][EASME]] staff may decide *[additional OPTION for ERC evaluators:* (in consultation with the ERC Scientific Council)] to exclude the expert from the evaluation (and on the scope, i.e. only for the *[proposal]/[prize application]* concerned or also for competing *[proposals]/[prize applications]* or the entire call) and, if necessary, to replace him/her and organise a re-evaluation.

**2.2** The expert will be required to **confirm** — for each *[proposal]/[prize application]* s/he is evaluating — that there is no conflict of interest, by signing a declaration in the Funding & Tenders Portal electronic exchange system (see Article 21).

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the responsible *[OPTION 1 by default:* [Commission][Agency]] *[OPTION 2 for experts managed*

*by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff and stop working until further instructions.

**2.3** If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the *[Commission]/[Agency]* may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

### **3. CONFIDENTIALITY**

**3.1** During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract (**‘confidential information’**).

Unless otherwise agreed with the responsible *[OPTION 1 by default: [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff, s/he may use confidential information only to implement the Contract.

The expert must keep his/her work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information relating to *[proposals]/[prize applications]* or applicants, without prior written approval by the *[OPTION 1 by default: the [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission]/[INEA]/[EASME]]*
- (b) not discuss *[proposal(s)]/[prize application(s)]* with others (including other experts or *[Commission]/[Agency]* staff that are not directly involved in the evaluation of the *[proposal(s)]/[prize application(s)]*), except during evaluation meetings and with prior approval by the responsible *[OPTION 1 by default: [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff
- (c) not disclose:
  - details on the evaluation process or its outcome, without prior written approval by *[OPTION 1 by default: the [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission]/[INEA]/[EASME]]*
  - details on his/her position/advice
  - the names of other experts participating in the evaluation.
- (d) not communicate with applicants (including linked third parties or other third parties involved in the actions) *[additional OPTION for ERC evaluators: nor with the principal investigators or potential team members or persons linked to them/ during the evaluation or afterwards — except in panel hearings [additional OPTION for ERC evaluators: , interviews or on-site visits].*



If the [Commission][Agency] [additional OPTION for experts managed by REA for non-REA calls: or [the Commission][INEA][EASME]] makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert works on [Commission][Agency] [additional OPTION for experts managed by REA for non-REA calls: or [Commission][INEA][EASME]] premises, the expert:

- (a) may not remove from the premises any documents, material or information on the [proposal(s)][prize application(s)] or on the evaluation
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for his/her evaluation, s/he:

- (a) must respect the general rules for using such sources
- (b) may not contact third parties, without prior written approval by [OPTION 1 by default: the [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission][INEA][EASME]].

The confidentiality obligations **no longer apply** if:

- [OPTION 1 by default: the [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission][INEA][EASME]] agrees to release the expert from the confidentiality obligations
- the confidential information becomes public through other channels
- disclosure of the confidential information is required by law.

**3.2** If the expert breaches any of his/her obligations under Point 3.1, the [Commission][Agency] may apply the measures set out in Chapter 5.

## ***EVALUATORS — OBSERVERS:***

## **ANNEX 1**

### **CODE OF CONDUCT**

#### **1. PERFORMANCE OF THE CONTRACT**

**1.1** The expert must work independently, in a personal capacity and not on behalf of any organisation.

**1.2** The expert must:

- (a) examine how the evaluators apply the evaluation criteria, verify if the procedures set out in the applicable rules *[additional OPTION for ERC observers: and in particular the ERC Rules of Submission and Evaluation<sup>1</sup>]* are followed and give advice on how the evaluation procedures could be improved
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
- (c) follow the instructions and time-schedule given by the *[Commission][Agency][additional OPTION for experts managed by REA for non-REA calls: and the responsible [Commission][INEA][EASME] staff]*.

**1.3** The expert must not evaluate and must not express any views on the *[proposals][prize applications]* that are being evaluated (nor on the experts' evaluations).

**1.4** The expert may not delegate the work to another person or be replaced by another person.

**1.5** If a person or entity involved in a *[proposal][prize application]* approaches the expert during the evaluation, s/he must immediately inform the responsible *[OPTION 1 by default: [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission][INEA][EASME]] staff*.

**1.6** The expert may not be (or become) involved in any of the actions resulting from the *[proposal(s)][prize application(s)]* whose evaluation s/he followed.

*[additional OPTION for two-stage calls: In addition, the expert may not be (or become) involved in the preparation of a proposal at the second stage of a two-stage call, if s/he acted as observer at the first stage.]*

#### **2. IMPARTIALITY**

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<sup>1</sup> Available at [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation\\_horizon\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/erc-rules-for-submission-and-evaluation_horizon_en.pdf)

**2.1** The expert must perform his/her work **impartially** and take all measures to prevent any situation where the impartial and objective implementation of the work is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

The following situations will **automatically** be considered as **conflict of interest** for an evaluation session (i.e. an evaluation meeting) s/he follows, if s/he:

- (a) was involved in the preparation of one of the [proposals]/[prize applications]
- (b) would benefit or be disadvantaged, if one of the [proposals]/[prize applications] is accepted or rejected
- (c) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the preparation of one of the [proposals]/[prize applications], or with a person which would benefit if one of the [proposals]/[prize applications] is accepted or rejected
- (d) is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action)
- (e) is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action)
- (f) is a member of an advisory group set up by the EU to advise on the preparation of work programmes or work plans in an area related to the call in question
- (g) is a National Contact Point (NCP) or is working for the Enterprise Europe Network (EEN)
- (h) is a member of a programme committee[;][.]

*[additional OPTION for ERC observers:*

- (i) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of one of the proposals s/he is requested to follow as an additional reviewer from another panel (cross-panel or cross-domain proposal)
- (j) has (or has had during the last five years) a scientific collaboration with the principal investigator of one of the proposals s/he is requested to follow as an additional reviewer from another panel (cross-panel or cross-domain proposal)
- (k) has (or has had) a relationship of scientific rivalry or professional hostility with the principal investigator of one of the proposals s/he is requested to follow as an additional reviewer from another panel (cross-panel or cross-domain proposal)

- (l) has or has had in the past, a mentor/mentee relationship with the principal investigator of one of the proposals s/he is requested to follow as an additional reviewer from another panel (cross-panel or cross-domain proposal)
- (m) has submitted a proposal as a principal investigator or a team member, under the same call
- (n) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of one of the proposals s/he is requested to follow as an additional reviewer from another panel (cross-panel or cross-domain proposal).]

In this case, *[OPTION 1 by default: the expert may not act as observer for the evaluation session(s) concerned. If necessary, the expert must be replaced.] [OPTION 2 for ERC observers: In the case of Points (f), (g), (h), (m) and (n), the expert may not follow any evaluation session(s) of the call concerned ('out of the call' rule) and will be replaced, if necessary. In the case of points (a) to (e) and (i) to (l), the expert may not follow the evaluation session of the proposal concerned and must leave the room or the electronic forum where the evaluation session is held ('out of the room' rule).]*

However, in exceptional and duly justified cases, the responsible *[OPTION 1 by default: [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff may decide to nevertheless invite the expert to follow the evaluation session, if:

- the expert works in a different department/laboratory/institute from the one where the action is to be carried out and
- the departments/laboratories/institutes within the organisation concerned operate with a high degree of autonomy and
- the participation is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts.

In this case, the group of evaluators will be informed about the situation of the expert.

The following situations **may be** considered as a **conflict of interest** — if the responsible *[OPTION 1 by default: [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission]/[INEA]/[EASME]]* staff so decides *[additional OPTION for ERC observers: (in consultation with the ERC Scientific Council)]*, in view of the objective circumstances, the available information and the potential risks:

- (a) employment of the expert by one of the applicants (or linked third parties or other third parties involved in the action) in the last three years
- (b) involvement of the expert in a contract, grant, prize or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant, linked third party or other third party

involved in the action [(or the Marie Skłodowska-Curie research fellow)] in the last three years

- (c) any other situation that could cast doubt on his/her ability to follow the evaluation procedure impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the responsible [OPTION 1 by default: [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission][INEA][EASME]] staff may decide [additional OPTION for ERC observers: (in consultation with the ERC Scientific Council)] that the expert cannot act as observer for the evaluation sessions concerned and, if necessary, to replace him/her.

**2.2** The expert will be required to **confirm** — for each evaluation session s/he is following — that there is no conflict of interest, by signing a declaration in the Funding & Tenders Portal electronic exchange system (see Article 21).

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the responsible [OPTION 1 by default: [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission][INEA][EASME]] staff and stop working until further instructions.

**2.3** If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the [Commission][Agency] may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

### 3. CONFIDENTIALITY

**3.1** During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract (**‘confidential information’**).

Unless otherwise agreed with the responsible [OPTION 1 by default: [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [Commission][INEA][EASME]] staff, s/he may use confidential information only to implement the Contract.

The expert must keep his/her work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information relating to [proposal(s)][prize application(s)] or applicants, without prior written approval of [OPTION 1 by default: the [Commission][Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission][INEA][EASME]]
- (b) not discuss [proposal(s)][prize application(s)] with others (including other experts or [Commission][Agency] staff that are not directly involved in the evaluation session(s))

- (c) not disclose:
  - details on the evaluation process or its outcome, without prior written approval by *[OPTION 1 by default: the [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission]/[INEA]/[EASME]]*
  - details on his/her position/advice
  - the names of the experts participating in the evaluation
- (d) must not communicate with applicants (including linked third parties or other third parties involved in the actions) *[additional OPTION for ERC observers: nor with principal investigators or potential team members or person linked to them]* during the evaluation or afterwards.

If the expert works on *[Commission]/[Agency]* *[additional OPTION for experts managed by REA for non-REA calls: or [Commission]/[INEA]/[EASME]]* premises, the expert:

- (a) may not remove from the premises any documents, material or information on the *[proposals]/[applications]* or on the evaluation
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for his/her report on the evaluation session, s/he:

- (a) must respect the general rules for using such sources
- (b) may not contact third parties, without prior written approval by *[OPTION 1 by default: the [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission]/[INEA]/[EASME]]*.

The confidentiality obligations **no longer apply** if:

- *[OPTION 1 by default: the [Commission]/[Agency]] [OPTION 2 for experts managed by REA for non-REA calls: [the Commission]/[INEA]/[EASME]]* agrees to release the expert from the confidentiality obligations
- the confidential information becomes public through other channels
- disclosure of the confidential information is required by law.

**3.2** If the expert breaches any of his/her obligations under this Article, the *[Commission]/[Agency]* may apply the measures set out in Chapter 5.

**MONITORS — ALL:**

**ANNEX 1**

**CODE OF CONDUCT**

**1. PERFORMING THE WORK**

**1.1** The expert must work independently, in a personal capacity and not on behalf of any organisation.

**1.2** The expert must:

- (a) monitor the action implementation in a confidential and fair way, in accordance with the applicable rules
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
- (c) follow the instructions and time-schedule given by the [Commission][Agency].

**1.3** The expert may not delegate the work to another person or be replaced by another person.

**1.4** If a person or entity involved in the action approaches the expert before or during the monitoring, s/he must immediately inform the [Commission][Agency].

**2. IMPARTIALITY**

**2.1** The expert must perform his/her work **impartially** and take all measures to prevent any situation where the impartial and objective implementation of the work is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

The following situations will **automatically** be considered as **conflict of interest** for an action s/he is requested to monitor, if s/he:

- (a) was involved in the preparation of the action
- (b) would benefit or be disadvantaged, as a result of the monitoring of the action
- (c) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the action
- (d) is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action)



- (e) is employed or contracted by one of the beneficiaries (or linked third parties, named subcontractors or other third parties involved in the action(s) [./];/

*[additional OPTION for ERC monitors:*

- (f) has (or has had during the last five years) a scientific collaboration with the principal investigator of the action
- (g) has or has had a relationship of scientific rivalry or professional hostility with the principal investigator of the action
- (h) has (or has had) a mentor/mentee relationship with the principal investigator of the action
- (i) has submitted a proposal as principal investigator or a team member, under the same call
- (j) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of the action.]

In this case, the expert must be excluded from the monitoring of the action concerned *[additional OPTION for ERC monitors:* and, in cases under points (i) and (j), from monitoring any other action of the call concerned]. Any monitoring work already carried out by the expert must be declared void. If necessary, the expert must be replaced and the *[[check][and][or] review]] [evaluation][ethics check][ethics audit][other]* may have to be redone.

However, in exceptional and duly justified cases, the *[Commission][Agency]* may allow the expert to nevertheless participate in the monitoring of the action, if:

- the expert works in a different department/laboratory/institute from the one where the action is carried out and
- the departments/laboratories/institutes within the organisation concerned operate with a high degree of autonomy and
- the participation is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts.

*[OPTION for reviews:* In this case, the other experts in the group of monitors will be informed about the situation.]

The following situations **may be** considered as **conflict of interest** — if the *[Commission][Agency]* so decides *[additional OPTION for ERC monitors:* (in consultation with the ERC Scientific Council)], in view of the objective circumstances, the available information and the potential risks:

- (a) employment of the expert by one of the beneficiaries (or linked third parties or other third parties involved in the action) in the last three years
- (b) involvement of the expert in a contract, grant or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with a beneficiary, linked third party or other third party involved in the action [(or the Marie Skłodowska-Curie fellow researcher)] in the last three years
- (c) any other situation that could cast doubt on his/her ability to monitor the action impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the [Commission][Agency] may decide [additional OPTION for ERC monitors: (in consultation with the ERC Scientific Council)] to exclude the expert from the monitoring of the action concerned and, if necessary, to replace him/her and have the [[check][and][or] review][evaluation][ethics check][ethics audit][other] redone.

**2.2** The expert will be required to **confirm** — for each action s/he is monitoring — that there is no conflict of interest, by signing a declaration in the Funding & Tenders Portal electronic exchange system (see Article 21).

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the [Commission][Agency] and stop working until further instructions.

**2.3** If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the [Commission][Agency] may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

### 3. CONFIDENTIALITY

**3.1** During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract (**‘confidential information’**).

Unless otherwise agreed with the [Commission][Agency], s/he may use confidential information only to implement the Contract.

The expert must keep his/her work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information relating to the action, applicants or beneficiaries, without prior written approval of the [Commission][Agency]
- (b) not discuss the action with others (including other experts or [Commission][Agency] staff that are not directly involved in the monitoring of the action

(c) not disclose:

- details on the [[check][and][or] review]] [evaluation][ethics check][ethics audit][other] or the outcome, without prior written approval of the [Commission][Agency]
- details on his/her position/advice.

(d) not communicate with the beneficiaries (including linked third parties or other third parties involved in the action) [additional OPTION for ERC monitors: nor with the principal investigator or team members or persons linked to them] during the monitoring or afterwards except during on-site visits or contradictory proceedings.

If the [Commission][Agency] makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the monitoring (if so instructed).

If the expert works on [Commission][Agency] premises, the expert:

- (a) may not remove from the premises any documents, material or information relating to the action or to the [[check][and][or] review]] [evaluation][ethics check][ethics audit][other] (e.g. reports, [OPTION by default: deliverables][OPTION for ERC monitors: scientific outputs], copies or notes)
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the monitoring (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for the monitoring, s/he:

- (a) must respect the general rules for using such sources
- (b) may not contact third parties, without prior written approval of the [Commission][Agency].

The confidentiality obligations **no longer apply** if:

- the [Commission][Agency] agrees to release the expert from his/her confidentiality obligations
- the confidential information becomes public through other channels
- disclosure of the confidential information is required by law.

**3.2** If the expert breaches any of his/her obligations under Point 3.1, the [Commission][Agency] may apply the measures set out in Chapter 5.

***HORIZON EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION/  
EVALUATION/ DESIGN OF POLICY/PROGRAMMES/SME COACHES:***

**ANNEX 1**

**CODE OF CONDUCT**

**1. PERFORMING THE WORK**

**1.1** The expert must work independently, in a personal capacity, in the public interest and not on behalf of any organisation.

**1.2** The expert must:

- (a) carry out his/her work in a confidential and fair way
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
- (c) follow the instructions and time-schedule given by the Commission.

**1.3** The expert may not delegate the work to another person or be replaced by another person.

**2. IMPARTIALITY**

**2.1** The expert must perform his/her work **impartially** and take all measures to prevent any situation where s/he has an interest that may compromise or be reasonably perceived to compromise his/her ability to work independently and in the public interest (**‘conflict of interests’**).

The following situations will **automatically** be considered as **conflict of interest**, if s/he:

- (a) has vested interests in relation to the questions on which s/he is asked to give advice
- (b) is linked to an organisation which would benefit (directly or indirectly) or be disadvantaged, as a result of the work of the expert group
- (c) is in another situation that compromises his/her ability to work impartially, independently and in the public interest.

In this case, the expert must be excluded from the group.

The following situation **may** be considered as conflict of interests if the Commission so decides, in view of the objective circumstances, the available information and the potential risks:

- (a) any other situation that could cast doubt on his/her ability to accomplish the work impartially, independently and in the public interest, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the Commission may decide to exclude the expert from the group and, if necessary, to replace him/her.

**2.2** The expert will be required to **confirm** that there is no conflict of interest for the expert group work, by signing a declaration in the Funding & Tenders Portal electronic exchange system (see Article 21).

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the Commission and stop working until further instructions.

*[OPTION for Commission expert groups:* The expert must also immediately inform the Commission of changes in his/her ‘declaration of interest form (DoI)’ by submitting a new version, in accordance with Decision C(2016)3301<sup>1</sup>.*]*

**2.3** If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the Commission may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

### **3. CONFIDENTIALITY**

**3.1** During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) in connection with the work under the Contract (**‘confidential information’**).

Unless otherwise agreed with the Commission, s/he may use confidential information only to implement the Contract.

The expert must keep the work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information, without prior written approval of the Commission
- (b) not discuss the expert group work with others, including other experts or Commission staff that are not directly involved
- (c) not disclose:
  - details on the expert group work and its outcome, without prior written approval of the Commission

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<sup>1</sup> Article 11 and Annexes 4 and 6 of Commission Decision C(2016)3301 establishing horizontal rules on the creation and operation of Commission expert groups (available at [http://ec.europa.eu/transparency/regexpert/PDF/C\\_2016\\_3301\\_F1\\_COMMISSION\\_DECISION\\_EN.pdf](http://ec.europa.eu/transparency/regexpert/PDF/C_2016_3301_F1_COMMISSION_DECISION_EN.pdf)).

- details on his/her position/advice.

*[OPTION for Commission expert groups:* The Commission will publish the documents of the expert group, including agendas, minutes and members' submissions, in accordance with Decision C(2016)3301.*]*

If the Commission makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert works on Commission premises, the expert:

- (a) may not remove from the premises any documents, material or information in connection with the work under the Contract
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for the work, s/he:

- (a) must respect general rules for using such sources
- (b) must not contact third parties, without prior written approval of the Commission.

The confidentiality obligations **no longer** apply if:

- the Commission agrees to release the expert from his/her confidentiality obligations
- the confidential information becomes public through other channels
- disclosure of the confidential information is required by law.

**3.2** If the expert breaches any of his/her obligations under Point 3.1, the Commission may apply the measures set out in Chapter 5.

Expert Contract number: [insert number] [insert name]

EU Experts Contract: V2.1 – 11.01.2022

***HORIZON EXPERT GROUPS — ERC SCIENTIFIC COUNCIL MEMBERS:***

**ANNEX 1**

**CODE OF CONDUCT**

[Insert the Code of Conduct for the members of the ERC Scientific Council, as adopted as part of the Scientific Council's Rules of Procedure]



***MONITORS — ALL (except ethics monitors):***

**ANNEX 2**

## **TERMS OF REFERENCE**

### **Table of content**

- 1. Context and background information**
- 2. Purpose, objectives and scope**
- 3. Working approach and methodology**
- 4. Meetings, reporting and deadlines**

***HORIZON EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION/  
EVALUATION/ DESIGN OF POLICY/PROGRAMMES:***

**ANNEX 2**

**TERMS OF REFERENCE**

*[OPTION by default: Horizon [insert name of expert group]] [OPTION for individual expert: Horizon  
[name of activity/expertise]*

**Table of content**

- 1. Context and background information**
- 2. Purpose, objectives and scope**
- 3. Working approach and methodology**
- 4. Distribution of the work among the experts (if applicable)**
- 5. Meetings, reporting and deadlines**
- 6. Expert(s) profile(s)**
- 7. Expert(s) short biographies**

***HORIZON EXPERT GROUPS — BUSINESS COACHES:***

**ANNEX 2**

**TERMS OF REFERENCE**

**Table of content**

- 1. Purpose, objectives and scope**
- 2. Working approach and methodology**
- 3. Working arrangements, meetings, reports and deliverables**

**ANNEX 3**

**BUSINESS COACHING PLAN**

Name of beneficiary	
Number and acronym of the grant agreement	
Name of the business coach	

<b>Coaching objectives</b>

<b>Coaching tasks</b>	<b>planning (per full or half working day(s))</b>