



The EU Framework Programme
for Research and Innovation

HORIZON 2020



H2020 Model Contract for Experts

Version 1.1
7 February 2014

*Research and
Innovation*

History of changes

Version 1.1

7 February 2014

- Insertion of references to the final versions of the H2020 legislative acts
- Correction of references to articles whose numbering has changed in the final versions H2020 legislative acts
- Deletion of references to specific areas of H2020 (Article 2 options 1.1 and 2)
- Correction of some clerical errors

EN
ANNEX I



[EUROPEAN COMMISSION/Executive Agency/Joint Undertaking]

DG

Directorate

Unit

MODEL CONTRACT FOR EXPERTS

- Delete unused options [*in italics in square brackets*]. Change options [*in italics in square brackets*] to normal font.
- Delete fields in [grey in square brackets] (even if they are part of an option specified in the previous item), or replace them with appropriate data. Do not change any other parts of the text.
- Do NOT delete the model contract date in the header anywhere in the document.

EXPERT CONTRACT

CONTRACT NUMBER — [to be completed]

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' or 'the contracting party'),]*

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

[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)] ('the Agency' or 'the contracting party'), under the power delegated by the European Commission,]

[OPTION 4: the [Innovative Medicines Initiative Joint Undertaking (IMI)] [Electronic Components and Systems for European Leadership Joint Undertaking (ECSEL)][Clean

Expert contract number: [insert number] [insert name]

H2020 Model Contract for Experts: February 2014

Sky Joint Undertaking][*Fuel Cells and Hydrogen Joint Undertaking*][*SESAR Joint Undertaking*][*Biobased Industries Joint Undertaking*] ('the Joint Undertaking' or 'the contracting party),]

[**OPTION 5:** the [*European GNSS Agency (GSA)*] ('the Agency' or 'the contracting party)]

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

and

on the other part,

[**Family name**]

[**First name**]

[Expert candidature number]

[Official address]

Postcode

P.O. Box

Town/city

Country]

[Email address]

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

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in [Annex 1] [Annex 1 and the provisions set out in Annex 2] [Annex 1 and the Terms of Reference set out in Annex 2].

The Contract is composed of:

Terms and conditions

Annex 1: [Code of Conduct] [ERC Scientific Council Member Code of Conduct]

[Annex 2: Number of working days for remote evaluation]

[Annex 2: Terms of Reference]

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE CONTRACT

This Contract sets out the rights and obligations, terms and conditions that apply to the expert contracted by the contracting party to help manage the EU and Euratom research and innovation programmes.

CHAPTER 2 WORK TO BE PROVIDED

ARTICLE 2 — TASKS TO BE ACCOMPLISHED

[OPTION 1.1 for evaluators: The expert must participate in the evaluation of the proposals submitted in response to the [call identifier(s): H2020 — theme —] call for proposals, issued on the basis of the work programme(s) [reference to work programme(s)] [and ‘Research Fund for Coal and Steel Programme’¹].

The expert must send the contracting party a report on each proposal, and include recommendations.

¹ Council Decision 2008/376/EC of 29 April 2008 on the adoption of the Research Programme of the Research Fund for Coal and Steel and on the multiannual technical guidelines for this programme (OJ L 130, 20.5.2008, p. 7).

The evaluation may include an ethics screening and a review of the proposal that assesses whether the proposal complies with ethical principles and relevant national, EU and international, legislation including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols and — for research carried out outside the EU — whether the same research would have been allowed within the EU (see Article 19 of the ‘Horizon 2020 Framework Programme Regulation No 1291/2013’²).

The expert may be asked to act as a ‘rapporteur’, chairperson, or vice-chairperson for consensus discussions or meetings of panels of evaluators.]]

[OPTION 1.2 for ERC experts: *During the peer review evaluation, the expert must evaluate the proposals submitted in response to the [call identifier(s): H2020 — theme —] call for proposals, published by the Agency on the basis of the priority ‘Excellent science’ work programme(s) [reference to work programme(s)].*

The expert may be asked to carry out an ethics screening and an ethics assessment that assesses whether the proposal complies with the ethical principles and relevant national, EU and international, legislation including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols, and — for research carried out outside the EU — whether the same research would have been allowed within the EU (see Article 19 of the ‘Horizon 2020 Framework Programme Regulation No 1291/2013’³).

The expert may be requested to assist the ERC in carrying out a research integrity (scientific misconduct) analysis during all stages of proposal evaluation and granting.

The expert must send the contracting party a report on each task related to peer review evaluation, ethics screening and assessment and scientific misconduct analysis, and include recommendations.]

[OPTION 2 for observers: *The expert must inform the contracting party of the conduct and fairness of all evaluation phases of [call identifier(s): H2020 — theme —], issued on the basis of the work programme(s) [reference to work programme(s)] [and ‘Research Fund for Coal and Steel Programme’⁴].*

The expert must monitor the way in which the experts acting as evaluators apply the evaluation criteria, and how the evaluation procedures could be improved. In this context, the expert must verify that the procedures set out or referred to in the H2020 guidelines for submission of proposals and the related evaluation, selection and award procedures (available at <http://ec.europa.eu/research/participants/portal/page/home>) are followed.

² Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p. 104).

³ Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p. 104).

⁴ Council Decision 2008/376/EC of 29 April 2008 on the adoption of the Research Programme of the Research Fund for Coal and Steel and on the multiannual technical guidelines for this programme (OJ L 130, 20.5.2008, p. 7).

The expert may attend any meeting held during the proposal evaluation process.

The expert must send the contracting party a report on each evaluation session attended as an observer.]

[OPTION 3 for monitors: *The expert must assist the contracting party in monitoring the implementation of actions under the ‘Horizon 2020 Framework Programme Regulation No 1291/2013’⁵ and the ‘Horizon 2020 Specific Programme Decision 2013/743/EU’⁶,] [Euratom],] [‘Research Fund for Coal and Steel Programme’⁷],] and previous research and innovation programmes.*

This consists of assessing the state and progress of action implementation and constitutes review [number].

[OPTION for ERC monitors: *This may include an **ethics monitoring** of the action that assesses whether the action complies with the ethical principles and relevant national, EU and international, legislation including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols and — for research carried out outside the EU — whether the same research would have been allowed within the EU (see Article 19 of the ‘Horizon 2020 Framework Programme Regulation No 1291/2013’⁸).]*

The expert’s work must be based on the work description(s) and periodic reports of:

[[grant agreement(s):

- [number]*
- [number]*
- [number]*
- [number]]*

[under the calls for proposals [call identifier(s): H2020 — theme —]] [and]

- [grant decisions[: [number]*
- [number]*
- [number]*
- [number]]*

[under the calls for proposals [call identifier(s): H2020 — theme —]]

⁵ Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p. 104).

⁶ Council Decision 2013/743/EU of 3 December 2013 establishing the specific programme implementing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decisions 2006/971/EC, 2006/972/EC, 2006/973/EC, 2006/974/EC and 2006/975/EC (OJ L 347, 20.12.2013, p. 965).

⁷ Council Decision 2008/376/EC of 29 April 2008 on the adoption of the Research Programme of the Research Fund for Coal and Steel and on the multiannual technical guidelines for this programme (OJ L 130, 20.5.2008, p. 7).

⁸ Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p. 104).

Depending on the action's complexity and progress, the review may include remote work (reading and analysis of the grant agreement(s), grant decision(s) and other background information and deliverables, and drafting the report(s)). The expert may also be required to attend intermediate and periodic project meeting(s) and ad-hoc review meeting(s).

The contracting party may require the expert to carry out on-site technical audits to verify whether critical milestones are being met, or to assist in carrying out research integrity (scientific misconduct) analysis during implementation.

The expert must send the contracting party a report for each [grant agreement] [and] [grant decision], and include recommendations.]

[OPTION 4.1 for experts assisting with implementation of EU and Euratom research and innovation policy or programmes: *The expert must assist the contracting party in formulating recommendations for:*

- *the achievement and functioning of the European Research Area (ERA) and*
- *implementing the EU research and innovation policies or programmes set up by the:*
 - *['Horizon 2020 Framework Programme Regulation No 1291/2013'⁹ and 'Horizon 2020 Specific Programme Decision 2013/743/EU'¹⁰];[.]]*
 - *['Euratom Research and Training Programme (2014-2018) Regulation No 1314/2013'¹¹];[.]]*
 - *[Research Fund for Coal and Steel Programme Decision 2008/376¹² [.]]*

This work will channel research and innovation towards achieving the aims of EU policies and programmes.

The expert's tasks may include attending meetings [of group(s) of experts] and remote work, as specified in the Terms of reference (see Annex 2). [The expert may also be asked to act as 'rapporteur', chairperson or vice-chairperson for these meetings.]

The expert must send a report to the contracting party, and include recommendations.]

[OPTION 4.2 for experts assisting with the evaluation of EU and Euratom research and innovation programmes: *The expert must assist the contracting party in evaluating EU research and innovation programmes. This includes analysing the rationale, implementation and achievements of past and current activities of the framework programme(s), and of related specific programme(s).*

⁹ Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p. 104).

¹⁰ Council Decision 2013/743/EU of 3 December 2013 establishing the specific programme implementing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decisions 2006/971/EC, 2006/972/EC, 2006/973/EC, 2006/974/EC and 2006/975/EC (OJ L 347, 20.12.2013, p. 965).

¹¹ Council Regulation (Euratom) No 1314/2013 of 16 December 2013 on the Research and Training Programme of the European Atomic Energy Community (2014-2018) complementing the Horizon 2020 Framework Programme for Research and Innovation (OJ L 347, 20.12.2013, p.948).

¹² Council Decision 2008/376/EC of 29 April 2008 on the adoption of the Research Programme of the Research Fund for Coal and Steel and on the multiannual technical guidelines for this programme (OJ L 130, 20.5.2008, p. 7).

The expert's tasks may include attending meetings [of group(s) of experts] and remote work, as specified in the Terms of reference (see Annex 2). [The expert may also be asked to act as 'rapporteur', chairperson or vice-chairperson for these meetings.]

The expert must send a report to the contracting party, and include recommendations.]

[OPTION 4.3 for experts assisting with designing EU and Euratom research and innovation programmes and policy: *The expert must assist the contracting party in designing EU research and innovation policy, including preparing future programmes in line with contracting party guidelines.*

The expert's tasks may include attending meetings [of group(s) of experts] and remote work, as specified in the Terms of Reference (see Annex 2). [The expert may also be asked to act as 'rapporteur', chairperson or vice-chairperson for these meetings.]

The expert must send a report to the contracting party, and include recommendations.]

[OPTION 5 for members of the ERC Scientific Council: *As a member of the Scientific Council of the European Research Council ('ERC Scientific Council')¹³, the expert must perform all tasks in accordance with Article 7(2) and 7(3) and section 1.1 of Part I of Annex I to the 'Horizon 2020 Specific Programme Decision 2013/743/EU'¹⁴.*

The expert must attend the ERC Scientific Council's plenary meetings as [Vice-Chairperson] [member] in accordance with Article 3 of Commission Decision 2013/C 373/09¹⁵.

ARTICLE 3 — WORKING ARRANGEMENTS

1. The expert's work may **start** on [insert earliest starting date of evaluation] [insert earliest starting date of work] and **[OPTION by default: cannot exceed [number] working day(s)] [OPTION for Members of ERC Scientific Council: will finish on [insert likely end date of work]]**.

This maximum total number of days includes the 'number of working days' set out below.

The expert may not under any circumstances start work before the date on which this Contract enters into force (see Article 24).

2. The **indicative planning** and **number of working days** for accomplishing the tasks are as follows:

¹³ See Commission Decision 2013/C 373/09 of 12 December 2013 establishing the European Research Council (OJ C 373, 20.12.2013, p. 23).

¹⁴ Council Decision 2013/743/EU of 3 December 2013 establishing the specific programme implementing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decisions 2006/971/EC, 2006/972/EC, 2006/973/EC, 2006/974/EC and 2006/975/EC (OJ L 347, 20.12.2013, p. 965).

¹⁵ See Commission Decision 2013/C 373/09 of 12 December 2013 establishing the European Research Council (OJ C 373, 20.12.2013, p. 23).

[OPTION 1.1 for evaluators and ERC experts (may be combined with scenarios below): For multiple evaluation sessions (remote and central):

- [[Number] working day(s) for attending a briefing at [insert address] on [insert date]]
- [[Number] meeting(s) that involve separate trips to central evaluation premises.]
- [[Number] working day(s) for central evaluation at [address], between [starting date of evaluation] and [likely end date of evaluation]
- [[Number] working day(s) for remote evaluation without travel, between [starting date of evaluation] and [likely end date of evaluation] [as specified in Annex 2].]
- The expert must submit the individual [evaluation] [assessment] report [by the dates indicated in the electronic evaluation system]] [X days from the start of the evaluation work] at the latest.]

[OPTION 1.2 for evaluators and ERC experts: For central evaluation

- [Number] working day(s) for attending a briefing at [insert address] on [insert date]
- [Number] working day(s) for central evaluation at [address] [and [number] working day(s) for remote preparation.]]
- The expert must submit the individual [evaluation] [assessment] report [by the dates indicated in the electronic evaluation system]] [X days from the start of the evaluation work] at the latest.]

[OPTION 1.3 for evaluators and ERC experts: For remote evaluation:

- [Number] working day(s) for attending a briefing, to take place at [insert address] on [insert date].]
- [Number up to ten] working day(s) for remote evaluation.] [The exact number is specified in Annex 2 and depends on the number of proposals assigned to the expert.]
- The expert must submit the individual [evaluation] [assessment] report [by the dates indicated in the electronic evaluation system] [X days from the start of the evaluation work] at the latest.]

[OPTION 1.4 for evaluators and ERC experts: For remote and central evaluation:

- [Number] working day(s) for attending a briefing at [insert address] on [insert date] and [number] working day(s) for central evaluation at [address] between [insert the earliest starting date of evaluation] and [insert the likely latest end date of evaluation].
- [Number] working day(s) for remote evaluation.
- The expert must submit the individual [evaluation] [assessment] report [by the dates indicated in the electronic evaluation system] [X days from the start of the task] at the latest.]

[OPTION 2 for observers:

- [[Number] working day(s) for attending briefings and central observation at [address] [between [insert the earliest starting date of observation] and [insert the likely latest end date of observation]] [on [insert date]] and [number] working days for remote preparation.]

- *[[Number] working day(s) for finalising the report after the evaluation session(s).]*
- *The expert must submit the observation report(s) [by the dates indicated in the electronic evaluation system] [on insert date] [X days from the start of the observation work] at the latest.]*

[OPTION 3 for monitors:

- *[[Number] working day(s) for remote work (reading and analysis of the grant agreement(s) and project(s), and related background information and deliverables, including writing the report.)]*
- *[[Number] working day(s) for attending project meeting(s) [on central premises] [taking place at [insert address]] between [insert starting date] and [end date].]*
[[Number] working day(s) for attending review meeting(s) [on central premises] [taking place at [insert address]] between [insert starting date] and [end date].]
[[Number] working day(s) for attending technical audit meeting(s) [on central premises] [taking place at [insert address]] between [insert starting date] and [end date].]
- *The expert must submit the report(s) [on insert date] [X days from the start of the work] at the latest.]*

[OPTION 4.1 for experts assisting with implementation of EU and Euratom research and innovation policy or programmes: [insert name of the group]:

- *[[Number] working day(s) to perform the tasks [on central premises] [at insert address] [between [insert starting date] and [insert end date]] [on [insert date].]*
- *[The expert must perform all tasks in accordance with Annex 2.]*
- *[[Number] working day(s) for remote drafting of the report(s).]*

[OPTION 4.2 for experts assisting with the evaluation of EU and Euratom research and innovation programmes: [insert name of the group]:

- *[[Number] working day(s) to perform the tasks [on central premises] [at insert address] [between [insert starting date] and [insert end date]] [on [insert date].]*
- *[The expert must perform all tasks in accordance with Annex 2.]*
- *[[Number] working day(s) for remote drafting of the report(s).]*

[OPTION 4.3 for experts assisting with the design of EU and Euratom research and innovation programmes and policy: [insert name of the group]:

- *[[Number] working day(s) to perform the tasks [on central premises] [at insert address] [between [insert starting date] and [insert end date]] [on [insert date].]*
- *[The expert must perform all tasks in accordance with Annex 2.]*
- *[[Number] working day(s) for remote drafting of the report(s).]*

[OPTION 5 for members of the ERC Scientific Council:

The expert must attend the plenary meetings of the ERC Scientific Council. The plenary meetings will take place on the Agency premises or at another agreed location.]

CHAPTER 3 FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 4 — FEES

[OPTION by default:

- 1. The expert is entitled to a **fee of EUR 450 for each full day** actually worked in accordance with Article 3(2) [and Annex 2].*
- 2. The total amount of the fees is calculated to the nearest half day.*
- 3. The **maximum amount of fees** paid under the Contract is limited to the maximum number of working days (see Article 3(2)) [and Annex 2].]*

[OPTION for members of the ERC Scientific Council:

- 1. Members of the ERC Scientific Council are entitled to an **honorarium**, as set out in Article 6 and Annex II to Commission Decision 2013/C 373/09¹⁶.*
- 2. This honorarium is [EUR 3 500 for the Vice-Chairperson's full participation or EUR 1 750 for partial participation] [EUR 2 000 for a member's full participation or EUR 1 000 for partial participation]. It is paid as a lump sum per ERC Scientific Council plenary meeting.]]*

ARTICLE 5 — ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 4, the contracting party will also reimburse **travel expenses** directly connected with the work specified in the Contract, in accordance with Commission Decision C(2007) 5858¹⁷.

The expert is entitled to the reimbursement of their travel expenses **to and from the point of departure and to and from the place of the meeting**.

Unless otherwise agreed by the contracting party, the '**point of departure**' is the expert's official address as stated in the Contract.

In exceptional and justified cases, the contracting party may agree to a different point of departure. This agreement must be given before any travel tickets are purchased.

If the contracting party has agreed to a different point of departure, it will reimburse the travel expenses from this point of departure.

If the expert changes the point of departure without the contracting party's prior agreement, the reimbursement will be limited to the price of one return ticket from the expert's official address.

¹⁶ Commission Decision 2013/C 373/09 of 12 December 2013 establishing the European Research Council (OJ C 373, 20.12.2013, p.23).

¹⁷ Commission Decision C(2007)5858 of 5 December 2007 laying down the 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/employment_social/egf/docs/reglementation_experts_2008_en.pdf.

2. **[OPTION by default:** *In addition to the fees specified in Article 4, the contracting party will pay **daily allowances** in accordance with Commission Decision C(2007) 5858.]*

[OPTION for members of the ERC Scientific Council: *In addition to the fees specified in Article 4, the contracting party will pay **increased daily allowances** in accordance with Commission Decision C(2007) 5858 for plenary meetings and other meetings of the Scientific Council.]*

3. **[OPTION by default:** *In addition to the fees specified in Article 4, the contracting party will pay **accommodation allowances** in accordance with Commission Decision C(2007) 5858.]*

[OPTION for members of the ERC Scientific Council: *In addition to the fees specified in Article 4, the contracting party will pay **increased accommodation allowances** in accordance with Commission Decision C(2007) 5858 for plenary meetings and other meetings of the Scientific Council.]*

4. **Operating costs for participating in a videoconference** will be reimbursed if the contracting party has agreed to the expert's participation before the videoconference takes place.
5. **Expenses** that an invited expert has incurred as a **result** of **special instructions** received in writing may be reimbursed in justified cases, on presentation of supporting documents.
6. **Other expenses** will not be reimbursed, in particular:
- (a) costs of purchasing equipment or other material needed by the expert to accomplish their tasks;
 - (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.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 6 — PERFORMANCE OF THE CONTRACT

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

The expert must do so fully, within the set deadlines and to the highest professional standards.

The expert must, in particular, ensure compliance with:

- the Code of Conduct (see Annex 1); and

- applicable national tax and social security law.

The terms and conditions of this Contract do not constitute an employment agreement with the contracting party.

2. If the expert cannot fulfil their obligations, s/he must immediately inform the contracting party.

ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the contracting party's request.

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.

ARTICLE 8 — REQUEST FOR PAYMENT

1. The expert must make a request for payment to obtain their fees, allowances, and reimbursement of expenses.

To do this, the expert must submit the request(s) for payment provided in the electronic exchange system (see Article 21), and include all the required scanned copies of original supporting documents.

2. The request(s) for payment must be submitted within 30 days of the date(s) for submitting the report(s) or deliverable(s) (specified in Article 3(2)), or after the last day of the meeting or remote evaluation session, whichever comes latest.

For experts who only carry out remote evaluations, request(s) for payment must be submitted only once, within 30 days after the last report is submitted.

3. The expert must include the bank account for payment in the payment request.

This bank account must be one of those listed for the expert in the electronic exchange system (see Article 21).

ARTICLE 9 — PAYMENTS

1. The contracting party will make payments within 30 calendar days of receiving the completed payment request(s) unless Article 13 applies.
2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.

4. Payments will be made to the bank account specified by the expert in the payment request (see Article 8).
5. The contracting party's payments are deemed to be carried out on the date on which its account is debited.
6. Conversions between the euro and other currencies will be made according to the monthly accounting rates established by the Commission and published on its website, applicable on the day on which the contracting party draws up the payment order.

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

1. The *[EU] [Agency] [Joint Undertaking]* must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the Contract. The *[EU] [Agency] [Joint Undertaking]* must acquire all the rights from the moment the results are delivered by the expert and accepted by the contracting party. Such delivery and acceptance are considered to constitute an effective assignment of rights from the expert to the *[EU] [Agency] [Joint Undertaking]*.
2. The *[EU] [Agency] [Joint Undertaking]* must acquire ownership of each of the results produced as an outcome of this Contract which may be used, for the following purposes of:
 - giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
 - storage of the original and copies made in accordance with this Contract;
 - archiving in line with the document management rules applicable to the contracting party.

The *[EU] [Agency] [Joint Undertaking]* may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

ARTICLE 11 — PROCESSING OF PERSONAL DATA

1. Processing of personal data by the contracting party

The contracting party must process all personal data included in the Contract according to Regulation No 45/2001¹⁸.

¹⁸ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001).

Such data must be processed by the *[[the Director General of DG [XXX] through the Head of Unit [XXX]] [[the Director of the [Agency] [Joint Undertaking]]* (**‘data controller’**) only to perform, manage and monitor the Contract. The data may also be sent to persons or bodies responsible for monitoring or inspections in application of EU law *[OPTION for ERC: or to the ERC Scientific Council.]*

The expert has the right to access their personal data and to correct it. Any questions about or corrections to the expert’s personal data must be sent to the data controller.

The expert has the right of recourse to the European Data Protection Supervisor.

2. Processing of personal data by the expert

If the Contract requires the expert to process personal data, the expert may only act under the supervision of the data controller identified above. This is the case in particular for determining why personal data should be processed, what categories of data may be processed, who will have the right to access the data, and how the data subject may exercise their rights.

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

- (a) prevent unauthorised people from accessing computer systems that process personal data, and especially the:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that a data-processing system’s authorised users can access only the personal data to which their access right refer;
- (c) record which personal data have been communicated by the expert, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting party;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- (f) design its organisational structure in a way that meets data protection requirements.

ARTICLE 12 — CHECKS, AUDITS AND INVESTIGATIONS

1. The contracting party may — during the implementation of the action or afterwards — **carry out checks and audits** to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the expert is meeting their obligations.

It may do so throughout the Contract's validity and **up to two years after the last payment** is made. The expert must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted. The expert must allow access to sites and premises on which the tasks specified in this Contract are performed.

2. Under Regulation No 2185/96¹⁹ and Regulation No 883/2013²⁰ (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 under the Contract affecting the financial interests of the EU.
3. Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 161 of the Financial Regulation No 966/2012²¹, 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.

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses (see Articles 14 and 15), or recovery of undue amounts (see Article 16).

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

CHAPTER 5 EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE

1. The contracting party may at any point suspend the payment deadline (see Article 9(1)), if a request for payment cannot be processed because it does not comply with the Contract's provisions.

¹⁹ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection 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).

²⁰ 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).

²¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012).

2. The contracting party must formally notify the expert of the suspension and the reasons for it.
3. The suspension takes effect the day notification is sent by the contracting party.
4. If the condition for suspending the payment deadline as referred to in paragraph 1 is 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 contracting party if the suspension will continue.

5. If the payment deadline has been suspended due to the non-compliance of the reports or deliverables (see Article 3) and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the contracting party may also terminate the Contract (see Article 18).

ARTICLE 14 — REDUCTION OR REJECTION OF FEES

1. The contracting party may reject (parts of) the fees if they do not fulfil the conditions set out in Article 4.

The contracting party may reduce the fee if the expert is in breach of any of their other obligations under the Contract (including the obligations set out in the Code of Conduct).

2. The contracting party must formally notify the expert of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE 15 — REJECTION OF CLAIMS FOR ALLOWANCES AND EXPENSES

1. The contracting party may reject claims for allowances or expenses if they do not fulfil the conditions set out in Article 5.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the rejection.

ARTICLE 16 — RECOVERY OF UNDUE AMOUNTS

1. The contracting party may recover any amount that was paid but was not due under the Contract.

2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will confirm recovery by formally notifying a ‘debit note’ that specifies the payment terms and date.

3. The expert must repay the amount specified in the debit note to the contracting party.
4. If the expert does not repay the requested amount by the date specified in the debit note, late-payment interest will be added to the amount to be recovered.

The interest rate used will be the same as the rate applied by the European Central Bank (ECB) 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 specified in the debit note expires, as published in the C series of the *Official Journal of the European Union*.

5. ***[OPTION for Commission and Agency contracts: If the expert does not repay the requested amount by the date specified in the debit note, the contracting party may recover the amounts due by offsetting them against any amounts owed to the expert by the EU institutions or an executive agency (from the EU or Euratom) budget without the expert's consent.]***

[OPTION for JU contracts: If the expert does not repay the requested amount by the date specified in the debit note, the contracting party may recover the amounts due by offsetting them against any amounts it owes to the expert without the expert's consent.]

ARTICLE 17 — SUSPENSION OF THE CONTRACT

1. The contracting party may suspend implementation of the Contract or any part of it, if the expert is not able to fulfil their obligation to carry out the work required (see Article 6(2)).
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within [***Option by default:*** seven] [***Option for experts mentioned in Article 2 - under options 4.1 to 4.3:*** 15] days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the suspension.

3. The suspension will take effect on the date the notification is sent by the contracting party.
4. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed. The contracting party will formally notify the expert if the suspension is lifted and the Contract will be amended if necessary (see Article 22), unless it has been terminated (see Article 18).
5. Expenses incurred while the contract is suspended are not eligible for reimbursement.

ARTICLE 18 — TERMINATION OF THE CONTRACT

1. The contracting party may at any moment terminate the Contract if the expert:
 - (a) is not performing their tasks or is performing them poorly; or
 - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of their obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the termination.
3. The termination will take effect on the date the notification is sent by the contracting party.
4. The expert may at any moment terminate the Contract if s/he is not able to fulfil their obligations in carrying out the work required (see Article 6(2)).
5. The expert must formally notify the contracting party and include the reasons why by giving 15 days' notice.
6. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel actually carried out before termination may be paid. The expert must submit the payment request for the tasks already executed on the date of termination within 30 days from the date of termination.
8. On termination of the Contract, the contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

ARTICLE 19 — LIABILITY FOR DAMAGES

The contracting party cannot be held liable for any damage caused or sustained by the expert or a third party during or as a consequence of performing the Contract, except in the event of the contracting party's wilful misconduct or gross negligence.

ARTICLE 20 — FORCE MAJEURE

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 (or on the part of third parties involved in implementing the action (see Article 6)); and
 - proves to be inevitable in spite of exercising due diligence.
2. A force majeure must be immediately and formally notified to the contracting party.
- Notification must include details of the situation's nature, likely duration and expected effects.
3. The party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 21 — COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract (e.g. information, requests, submissions, formal notifications, etc.) must:
- be made in writing (in electronic form); and
 - bear the Contract's number;
 - be made through the electronic exchange system, or otherwise specified there, via e-mail (see below).

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

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 one of the addressees listed 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 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 all addresses indicated below, the sending party cannot be considered in breach of its obligation to send a communication within a specific deadline.

3. The electronic exchange system must be accessed via the following URL:

[insert URL]

The [Commission][Agency] will formally notify the coordinator and beneficiaries in advance on any changes to this URL.

Communications to the [Commission][Agency][Joint Undertaking] that are not to be sent through the electronic exchange system must be sent to the following address:

- [insert functional box] or
- other email addresses supplied by the contracting party.

Communications to the expert that are not to be sent through the electronic exchange system (only for the communications not listed above) must be sent to the e-mail address as specified in the preamble of this Contract.

ARTICLE 22 — AMENDMENTS TO THE CONTRACT

1. In justified cases — and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure — any party may request an amendment.

Amendments must be made before new contractual obligations are enforced.

2. The party requesting an amendment must formally notify the other party the requested amendment signed in the electronic exchange system (see Article 21), together with the reasons why.

The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

ARTICLE 23 — APPLICABLE LAW AND DISPUTE SETTLEMENT

1. This Contract is governed by EU law and is supplemented, where necessary, by the law of Belgium.
2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before Brussels courts.

ARTICLE 24 — ENTRY INTO FORCE

This Contract enters into force on the day on which the last party signs.

Done in two copies in [English]

Expert contract number: [insert number] [insert name]

H2020 Model Contract for Experts: February 2014

SIGNATURES

Expert:

[electronic signature]

[electronic time stamp]

For the contracting party:

[electronic signature]

[electronic time stamp]



[EUROPEAN COMMISSION/Executive Agency/Joint Undertaking]

DG

Directorate

Unit

ANNEX 1 – CODE OF CONDUCT FOR [MEMBERS OF AN EXPERT GROUP] [AN EXPERT] ASSISTING WITH [IMPLEMENTATION] [DESIGN] [EVALUATION] OF EU AND EURATOM RESEARCH AND INNOVATION [POLICY OR] PROGRAMMES

ARTICLE 1 – PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) carry out their work in a confidential and fair way according to the procedures of the concerned research and innovation programme(s) and Annex 2 to the Contract (Terms of Reference)
 - (b) assist the contracting party or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (c) *[OPTION by DEFAULT: follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.]*
3. The expert may not delegate another person to carry out the work or be replaced by any other person.

ARTICLE 2 – OBLIGATIONS OF IMPARTIALITY

1. The expert must perform their work **impartially**. To this end, the expert is required to:
 - (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of their work
 - (b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration in the electronic exchange system.
2. **Definition of the conflict of interest:** a conflict of interest exists if an expert:

- (a) has any vested interests in relation to the questions upon which s/he is asked to give advice
- (b) or their organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
- (c) is in any other situation that compromises their ability to carry out their work impartially.

The contracting party or relevant service will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks when an expert is in any other situation that could cast doubt on their ability to carry out their work, or that could reasonably appear to do so in the eyes of an external third party.

3. Consequences of a situation of conflict of interest:

- (a) If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not carry out the work
 - (b) If a conflict becomes apparent in the course of their work, the expert must inform immediately the contracting party or relevant service. If a conflict is confirmed, the expert must stop carrying out their work. If necessary, the expert will be replaced.
4. If it is revealed in the course of their work that an expert has knowingly concealed a conflict of interest, the expert will be immediately excluded, and sanctions will apply (see Articles 14, 15, 16 and 18 of the Contract or in the Financial Regulation and its implementing rules). Any work already carried out by the expert will be declared null.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting party and the expert must treat confidentially²² any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to their work.

To this end, the expert must not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party

In particular, the expert:

- i. must not discuss their work with others, including other experts or contracting party or relevant service staff not directly involved in their work

²² In this context, the term “confidentiality” should not be taken as equating to the security classification “EU CONFIDENTIAL”. The procedures related to “EU CONFIDENTIAL” documents apply only to information and material the unauthorised disclosure of which would harm the essential interests of the EU of one of its Member States (Commission provisions on security (Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal rules of procedure (OJ L 317, 3.12.2001, p. 1).

- ii. must not disclose:
 - any detail of their work and its outcomes for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party
 - their advice to the contracting party or relevant service on their work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from their own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing their work as instructed.
4. If their work takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing their work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete their work, he/she:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
 - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community²³)
 - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
 - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
 - ii. the confidential information becomes public through other channels
 - iii. disclosure of the confidential information is required by law.

²³ OJ 45, 14.6.1962, p. 1385.



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ANNEX 1 - CODE OF CONDUCT FOR [OPTION for ERC evaluators: ERC] EVALUATORS

ARTICLE 1 – PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) evaluate each proposal in a confidential and fair way, in accordance with the H2020 guidelines for submission of proposals and the related evaluation, selection and award procedures [OPTION for ERC evaluators: , in particular the ERC Rules of Submission]
 - (b) assist the contracting party or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (c) follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert may not delegate another person to carry out the work or be replaced by any other person.
4. If a legal entity involved in a proposal approaches the expert during the evaluation of this proposal, s/he must immediately inform the contracting party or relevant service.

ARTICLE 2 – OBLIGATIONS OF IMPARTIALITY

1. The expert must perform their work **impartially**. To this end, the expert is required to:
 - (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of their work including of any proposal competing with the proposal where the expert may have a conflict of interest;

- (b) confirm there is no conflict of interest for each proposal s/he is evaluating by signing a declaration in the electronic evaluation system.
2. **Definition of the conflict of interest:** For a given proposal, a conflict of interest exists if an expert:
- (a) was involved in the preparation of the proposal
 - (b) stands to benefit directly or indirectly if the proposal is accepted
 - (c) has a close family or personal relationship with any person representing an applicant legal entity
 - (d) is a director, trustee or partner or is in any way involved in the management of an applicant legal entity
 - (e) is employed or contracted by one of the applicant legal entities²⁴ or any named subcontractors
 - (f) is a member of an Advisory Group set up by the Commission to advise on the preparation of EU or Euratom Horizon 2020 work programmes, or work programmes in an area related to the call for proposals in question
 - (g) is a National Contact Point, or is directly working for the Enterprise Europe Network
 - (h) is a member of a Programme Committee
 - (i) *[OPTION for ERC evaluators: 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 s/he is requested to evaluate as an additional reviewer from another panel (cross-panel or cross-domain proposal)]*
 - (j) *[OPTION for ERC evaluators: has or has had during the last five years, a scientific collaboration with the principal investigator of the proposal]*
 - (k) *[OPTION for ERC evaluators: has or has had a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal]*
 - (l) *[OPTION for ERC evaluators: has or has had in the past, a mentor/mentee relationship with the principal investigator of the proposal]*
 - (m) *[OPTION for ERC evaluators: has submitted a proposal as a principal investigator or a team member, under the same call²⁵]*

²⁴ However, the contracting party or relevant service may decide to invite an expert who is employed or contracted by one of the applicant legal entities or any named subcontractors to take part in the panel review session, if the expert works in a different department/laboratory/institute from the one where the work is to be carried out, and if the constituent bodies operate with a high degree of autonomy, and if such a role is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts. **[OPTION by default:** *In this case, the expert must not take part in any detailed panel discussion (or electronic forum) of the proposal involving the legal entity concerned or in any hearings concerning the proposal. In exceptional duly justified cases, experts in the circumstances described above may also participate in the consensus group for the proposal in question, provided valid reasons are given. The contracting party or relevant service will inform the other experts in the group of the affiliation of the expert concerned.*]

- (n) *[OPTION for ERC evaluators: 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 their panel.]*
- (o) *[OPTION for MSCA evaluators: is acting as a referee of the applicant]*

In the following situations the contracting party or relevant service *[OPTION for ERC evaluators: in consultation with the ERC Scientific Council]* will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks *[OPTION for ERC evaluators: [. The contracting party or relevant service may decide that the expert takes part or not in the evaluation of the given proposal or of the call.]*

when an expert:

- i. was employed by one of the applicant legal entities in the last three years
- ii. is involved in a contract or grant agreement, grant decision or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant legal entity or the fellow researcher, or had been so in the last three years
- iii. is in any other situation that could cast doubt on their ability to participate in the evaluation of the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.

3. Consequences of conflicts of interest

- *[OPTION by default: If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not evaluate the proposal concerned (consensus group), or take part in any panel review (including possible hearings) where the proposal is discussed]*
- *[OPTION by default: If a conflict becomes apparent at any stage of the evaluation, the expert must immediately inform the contracting party or relevant service staff. If a conflict is confirmed, the expert must stop evaluating the proposal concerned. Any comments and scores already given by the expert will be discounted. If necessary, the expert will be replaced]*
- *[OPTION for ERC evaluators: If a conflict of interest referred to in points (m) and (n) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, or becomes apparent at any stage of the evaluation, the expert must not evaluate any proposal in the call (“out of the call” rule). Any comments and scores already given by the expert will be discounted. If necessary, the expert will be replaced]*
- *[OPTION for ERC evaluators: If a conflict of interest referred to in points (a) to (l) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, the expert must not evaluate the given proposal or take*

²⁵ In addition, the expert must not subsequently be engaged professionally in any of the projects of the proposals that s/he has evaluated.

part in any discussion or scoring of it. The expert must leave the room or the electronic forum when the proposal is discussed (“out of the room” rule)]

4. If it is revealed during an evaluation that an expert has knowingly concealed a conflict of interest, the expert will be immediately excluded, and sanctions will apply (see Articles 14, 15, 16 and 18 of the Contract or in the Financial Regulation and its implementing rules). Any [**OPTION by default: consensus group**] [**OPTION for ERC evaluators: panel meeting**] in which s/he has participated will be declared null. The [**OPTION by default: consensus meeting**] [**OPTION for ERC evaluators: panel meeting**] will be reconvened and the proposal(s) concerned will be re-evaluated.

ARTICLE 3 – OBLIGATIONS OF CONFIDENTIALITY

1. The contracting party or relevant service and the expert must treat confidentially²⁶ any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to their work. To this end, the expert:
 - (a) must not use confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party
 - (b) must not disclose, directly or indirectly, confidential information or documents relating to proposals or applicants, without prior written approval of the contracting party.

In particular, the expert:

- ii. must not discuss any proposal with others, including other experts or contracting party or relevant service staff not directly involved in evaluating the proposal, except during the formal discussion at the meetings moderated by or with the knowledge and approval of the responsible contracting party or relevant service staff
- iii. must not disclose:
 - any detail of the evaluation process and its outcomes or of any proposal submitted for evaluation for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party
 - their advice to the contracting party or relevant service on any proposal to the applicants or to any other person (including colleagues, students, etc.)
 - the names of other experts participating in the evaluation.

²⁶ In this context, the term “confidentiality” does not refer to the security classification “EU CONFIDENTIAL”. The procedures related to “EU CONFIDENTIAL” documents apply only to information and material the unauthorised disclosure of which would harm the essential interests of the EU or one of its Member States (Commission provisions on security (Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal rules of procedure (OJ L 317, 3.12.2001, p. 1))).

- iii. must not communicate with [*OPTION by default: applicants*] [*OPTION for ERC evaluators: principal investigators, potential team members involved in the proposal or any person linked to the applicant legal entity*] on any proposal:
 - during the evaluation [*OPTION for ERC evaluators: or on-site visits*], except in panel hearings [*OPTION for ERC evaluators: interviews or on-site visits*] between experts and the [*OPTION by default: applicants*] [*OPTION for ERC evaluators: principal investigators and the applicant legal entity*] organised by the contracting party or relevant service as part of the evaluation process;
 - after the evaluation.
3. If the proposals are made available electronically to the expert who then works from their own or other suitable premises, s/he will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files upon completing the evaluation as instructed.
4. If the evaluation takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises proposals, copies or notes on evaluation, either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing the evaluation as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete their examination of the proposals, s/he:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact [*OPTION by default: applicants*] [*OPTION for ERC evaluators: principal investigators, potential team members involved in the proposal or any person linked to the applicant legal entity*]
 - (c) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
 - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community²⁷)
 - (b) the expert during performance of the Contract and for five years starting from the date of the [*OPTION by default: last payment made to*] [*OPTION for ERC NON-PAID evaluators: last approved report of*] the expert unless:
 - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
 - ii. the confidential information becomes public through other channels

²⁷ OJ 45, 14.6.1962, p. 1385.

- iii. disclosure of the confidential information is required by law.



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ANNEX 1 - CODE OF CONDUCT FOR MONITORS

ARTICLE 1 – PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) monitor in a confidential and fair way the implementation of actions according to the procedures of the concerned research and innovation programme(s)
 - (b) assist the contracting party or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (c) follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert may not delegate another person to carry out the work or be replaced by any other person.
4. If a legal entity participating in an action approaches the expert during the monitoring of this action, s/he must immediately inform the contracting party or relevant service.

ARTICLE 2 – OBLIGATIONS OF IMPARTIALITY

1. The expert must perform their work **impartially**. To this end, the expert is required to:
 - (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of their work
 - (b) confirm there is no conflict of interest for each action s/he is monitoring by signing a declaration in the electronic exchange system.
2. **Definition of the conflict of interest:** for a given action, a conflict of interest exists if an expert:
 - (a) was involved in the preparation of the action

- (b) or their organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the monitoring of the action
- (c) has a close family or personal relationship with any person representing a legal entity participating in the action
- (d) is a director, trustee or partner or subcontractor or third party or is in any way involved in the management of a legal entity participating in the action
- (e) is employed or contracted by one of the participating legal entities²⁸ or any named subcontractors.
- (f) *[OPTION for ERC monitors: has or has had during the last five years, a scientific collaboration with the principal investigator of the action]*
- (g) *[OPTION for ERC monitors: has or has had a relationship of scientific rivalry or professional hostility with the principal investigator of the action]*
- (h) *[OPTION for ERC monitors: has or has had in the past, a mentor/mentee relationship with the principal investigator of the action]*
- (i) *[OPTION for ERC monitors: has submitted a proposal as a principal investigator or a team member, under the same call²⁹]*
- (j) *[OPTION for ERC monitors: 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 monitored by him/her]*

In the following situations the contracting party or relevant service *[OPTION for ERC monitors: in consultation with the ERC Scientific Council]* will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks *[OPTION for ERC monitors: [. The contracting party or relevant service may decide that the expert takes part or not in the monitoring of the action.]*

when an expert:

- i. was employed by one of the participating legal entities in the action in the last three years
- ii. is involved in a contract or grant agreement, grant decision or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with a participating legal entity or fellow researcher, or had been so in the last three years

²⁸ However, the contracting party or relevant service may allow the expert to participate in the monitoring of an action, if an expert is working in a different department/laboratory/institute to the one where the work is to be carried out, and where the constituent bodies operate with a high degree of autonomy and if this is duly justified by the limited size of the pool of qualified experts.

²⁹ In addition, the expert must not subsequently be engaged professionally in any of the projects of the proposals that he/she has monitored.

- iii. is in any other situation that could cast doubt on their ability to monitor the action impartially, or that could reasonably appear to do so in the eyes of an external third party.

3. **Consequences of a situation of conflict of interest:**

- (a) *[OPTION by default: If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not monitor the action]*
 - (b) *[OPTION by default: If a conflict becomes apparent during the monitoring of the action, the expert must inform immediately the contracting party or relevant service. If a conflict is confirmed, the expert must stop monitoring the action. If necessary, the expert will be replaced]*
 - (c) *[OPTION for ERC monitors: If a conflict of interest referred to in points (i) and (j) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, or becomes apparent at any stage of the monitoring of the action, the expert must not monitor any action of the call (“out of the call” rule). Any monitoring already undertaken will be disregarded. If necessary, the expert will be replaced]*
 - (d) *[OPTION for ERC monitors: If a conflict of interest referred to in points (a) to (h) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, the expert must not monitor the given action or take part in any discussion of it. The expert must leave the room when the action is discussed (“out of the room” rule).]*
4. If it is revealed during the monitoring of the action that an expert has knowingly concealed a conflict of interest, the expert will be immediately excluded, and sanctions will apply (see Articles 14, 15, 16 and 18 of the Contract or in the Financial Regulation and its implementing rules). Any monitoring of the action already carried out by the expert will be declared null.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting party or relevant service the expert must treat confidentially³⁰ any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to their work. To this end, the expert:
 - (a) must not use confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party

³⁰ In this context, the term “confidentiality” should not be taken as equating to the security classification “EU CONFIDENTIAL”. The procedures related to “EU CONFIDENTIAL” documents apply only to information and material the unauthorised disclosure of which would harm the essential interests of the EU of one of its Member States (Commission provisions on security (Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal rules of procedure (OJ L 317, 3.12.2001, p. 1).

- (b) must not disclose, directly or indirectly, confidential information or documents relating to proposals or applicants, without prior written approval of the contracting party.

In particular, the expert:

- i. must not discuss any action with others, including other experts or contracting party or relevant service staff not directly involved in the monitoring of the action
 - ii. must not disclose:
 - any detail of the monitoring of the action and its outcomes for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party
 - their advice to the contracting party or relevant service on the monitoring of the action to participating legal entity or to any other person (including colleagues, students, etc.)
 - iii. must not communicate with [*OPTION by default: any participating legal entity*] [*OPTION for ERC monitors: the principal investigator, potential team member involved in the action or any person linked to the beneficiary*] on any action after the end of the monitoring of the action.
3. If the documents/reports/deliverables of an action are made available either on paper or electronically to the expert who then works from their own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing the monitoring of the action as instructed.
 4. If the monitoring takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises the documents/reports/deliverables of an action, copies or notes either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing the monitoring of the action, as instructed.
 5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete their monitoring of the action, he/she:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact third parties without prior written approval of the contracting party.
 6. These confidentiality obligations are binding on:
 - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other

Servants of the European Economic Community and the European Atomic Energy Community³¹

- (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
 - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
 - ii. the confidential information becomes public through other channels
 - iii. disclosure of the confidential information is required by law.

³¹ OJ 45, 14.6.1962, p. 1385.



[EUROPEAN COMMISSION/Executive Agency/Joint Undertaking]

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ANNEX 1 - CODE OF CONDUCT FOR OBSERVERS

ARTICLE 1 – PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) inform the contracting party or relevant service of the conduct and fairness of the evaluation session(s) that s/he is asked to monitor
 - (b) monitor the way in which the experts acting as evaluators apply the evaluation criteria, and how the evaluation procedures could be improved. In this context, the expert must verify that the procedures set out or referred to in the H2020 guidelines for submission of proposals and the related evaluation, selection and award procedures (available at <http://ec.europa.eu/research/participants/portal/page/home>) are followed
 - (c) assist the contracting party or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (d) follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert does not perform evaluation of proposals and must not express views on the proposals under evaluation or the experts' opinions on the proposals.
4. The expert may not delegate another person to carry out the work or be replaced by any other person.
5. If a legal entity involved in a proposal approaches the expert during the evaluation of this proposal, s/he must immediately inform the contracting party or relevant service.

ARTICLE 2 – OBLIGATIONS OF IMPARTIALITY

1. The expert must perform their work **impartially**. To this end, the expert is required to:

- (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of their work
- (b) confirm there is no conflict of interest for each evaluation session s/he is monitoring by signing a declaration in the electronic evaluation system.

2. **Definition of the conflict of interest:** a conflict of interest exists if an expert:

- (a) was involved in the preparation of the proposal
- (b) stands to benefit directly or indirectly if the proposal is accepted
- (c) has a close family or personal relationship with any person representing an applicant legal entity
- (d) is a director, trustee or partner or is in any way involved in the management of an applicant legal entity
- (e) is employed or contracted by one of the applicant legal entities³² or any named subcontractors
- (f) is a member of an Advisory Group set up by the Commission to advise on the preparation of EU or Euratom Horizon 2020 work programmes, or work programmes in an area related to the call for proposals in question
- (g) is a National Contact Point, or is directly working for the Enterprise Europe Network
- (h) is a member of a Programme Committee
- (i) [**OPTION for ERC observers:** *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 s/he is requested to monitor as an additional reviewer from another panel (cross-panel or cross-domain proposal)*]
- (j) [**OPTION for ERC observers:** *has or has had during the last five years, a scientific collaboration with the principal investigator of a proposal*]
- (k) [**OPTION for ERC observers:** *has or has had a relationship of scientific rivalry or professional hostility with the principal investigator of a proposal*]
- (l) [**OPTION for ERC observers:** *has or has had in the past, a mentor/mentee relationship with the principal investigator of a proposal*]
- (m) [**OPTION for ERC observers:** *has submitted a proposal as a principal investigator or a team member, under the same call*]

32 However, the contracting authority or relevant service may decide to invite an expert who is employed or contracted by one of the applicant legal entities or any named subcontractors to monitor the evaluation session, if the expert works in a different department/laboratory/institute from the one where the work is to be carried out, and if the constituent bodies operate with a high degree of autonomy, and if such a role is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts.

- (n) **[OPTION for ERC observers:** *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 the panel s/he monitors]*
- (o) **[OPTION for MSCA observers:** *is acting as a referee of the applicant]*

In the following situations the contracting party or relevant service **[OPTION for ERC observers;** *in consultation with the ERC Scientific Council]* will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks **[OPTION for ERC observers:** *[.] The contracting party or relevant service may decide that the expert takes part or not in the monitoring of the evaluation session(s).]*

when an expert:

- i. was employed by one of the applicant legal entities in the last three years
- ii. is involved in a contract or grant agreement, grant decision or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant legal entity or fellow researcher, or had been so in the last three years
- iii. is in any other situation that could cast doubt on their ability to participate in the evaluation of the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.

3. **Consequences of a situation of conflict of interest:**

(a) **[OPTION by default:** *If a conflict of interest is reported by the expert or established by the contracting party or relevant service during the monitoring of the evaluation session(s), the expert must stop monitoring the evaluation session(s). If necessary, the expert will be replaced]*

(b) **[OPTION for ERC observers:** *If a conflict of interest referred to in points (m) and (n) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, or becomes apparent at any stage of the monitoring of the evaluation session(s), the expert must not take part in the monitoring of any evaluation session(s) of a call (“out of the call” rule). If necessary, the expert will be replaced]*

(c) **[OPTION for ERC observers:** *If a conflict of interest referred to in points (a) to (l) of paragraph 2 is reported by the expert or established by the contracting party or relevant service, the expert must not monitoring the concerned evaluation session of a call and must leave the room or the electronic forum where the evaluation session is held (“out of the room” rule)]*

4. If it is revealed during the monitoring of the evaluation session(s) that an expert has knowingly concealed a conflict of interest, the expert will be immediately excluded, and sanctions will apply (see Articles 14, 15, 16 and 18 of the Contract or in the Financial Regulation and its implementing rules). Any monitoring of evaluation session(s) already carried out by the expert will be declared null.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting party or relevant service and the expert must treat confidentially³³ any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to their work. To this end, the expert must:
 - (a) must not use confidential information or documents for any purpose other than fulfilling their obligations under the Contract, without prior written approval of the contracting party
 - (b) not disclose, directly or indirectly, confidential information or documents relating to proposals or applicants, without prior written approval of the contracting party.

In particular, the expert:

- i. must not discuss any proposal with others, including other experts or contracting party or relevant service staff not directly involved in the evaluation session(s)
 - ii. must not disclose:
 - any detail of the evaluation process and its outcomes or of any proposal submitted for evaluation for any purpose other than fulfilling their obligations under the Contract without prior written approval of the contracting party
 - their advice to the contracting party or relevant service on the evaluation session(s) to the applicants or to any other person (including colleagues, students, etc.)
 - the names of other experts participating in the evaluation.
 - iii. must not communicate with [*OPTION by default: applicants*] [*OPTION for ERC observers: principal investigators, potential team members involved in the proposal or any person linked to the applicant legal entity*] on any proposal.
3. If the evaluation takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises proposals, copies or notes on evaluation either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing the evaluation as instructed.
 4. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete their monitoring of the evaluation session(s), s/he:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact [*OPTION by default: applicants*] [*OPTION for ERC observers: principal investigators, potential team members involved in a proposal or any person linked to the applicant legal entity*]
 - (c) must not contact third parties without prior written approval of the contracting party.

³³ In this context, the term “confidentiality” should not be taken as equating to the security classification “EU CONFIDENTIAL”. The procedures related to “EU CONFIDENTIAL” documents apply only to information and material the unauthorised disclosure of which would harm the essential interests of the EU of one of its Member States (Commission provisions on security (Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal rules of procedure (OJ L 317, 3.12.2001, p. 1).

5. These confidentiality obligations are binding on:
- (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community³⁴
 - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
 - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
 - ii. the confidential information becomes public through other channels
 - iii. disclosure of the confidential information is required by law.

³⁴ OJ 45, 14.6.1962, p. 1385.



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ANNEX 2 – NUMBER OF DAYS FOR REMOTE EVALUATION

For remote evaluation of proposals, the expert will be paid €450/day, based on the expected average time needed for evaluation (and not the actual number of days taken).

The expected average time is determined in accordance with the table below.

[The following type(s) of proposal will be evaluated:

[Action A], [Action B], [etc.]

The expert will be involved in individual evaluations [and] [possibly] [remote consensus], [and "rapporteur" tasks.]

The number of days to be taken into account for calculating the fees will be determined as follows:

- *one half-day, for **reading and assimilating briefing documents, including webcast briefing***
- *a number of days related to the number of proposals for which the expert has completed an **individual evaluation.***

For a proposal to be included in the calculation of the fees:

- the [[Panel] Moderator] [contracting party] must have allocated the proposal to the expert
- the expert must have evaluated the proposal remotely
- the expert must have submitted an individual [evaluation][assessment] report before the start of the related consensus meeting/panel or within the required time schedule as indicated by the [[Panel] [Call] Co-ordinator] [other nominated official] [contracting party].

*[An additional number of days related to the number of proposals for which the expert has completed a full **remote consensus** (as well as individual evaluation), if any.]*

[For a full remote consensus to be included in the calculation of the fees:

- *the [Panel] Moderator has allocated the proposal to the expert*

- *the [Panel] Moderator must have specifically requested the expert's involvement in the remote consensus*
- *the expert has submitted written comments, scores and opinions relating to the draft consensus report*
- *the expert has participated in a remote discussion relating to the proposal and the draft consensus report moderated by the [Panel] Moderator within the time period requested by the [Panel] Moderator*
- *the consensus report must have been submitted within the required time period].*

[An additional half-day for every two proposals where the expert acted as a "rapporteur" during a remote consensus (if any).]

[For a proposal to be included in the calculation of the fees for "rapporteur" tasks:

- *the proposal must have been allocated to the expert by the [Panel] Moderator*
- *the [Panel] Moderator must have specifically requested remote drafting of the consensus report*
- *a consensus report must have been drafted by the "rapporteur" based on the comments, scores and opinions of all individual evaluators relating to the proposal and made available to other relevant evaluators for signed approval within the time period indicated by the [Panel] [Call] Co-ordinator, [other nominated official]*
- *the consensus report must have been submitted within the required time period.]*

To find the applicable number of days, the expert must look at the number of days counted for proposals for which he/she has carried out an **individual evaluation**.

[The expert must

[using the same rates, add the number of days for proposals where he/she carried out a full remote consensus.]

[do this for each different type of proposal and calculate the total number of days for individual evaluation and remote consensus.]

[add the number of days due for any "rapporteur" tasks, as indicated in the last row of the table.]

add one further half-day, for briefing time.]

{Include here a worked example, based on the actual table prepared for this call}

Days counting towards fee Call [H2020-XXXX-YYYY]	½	1	1½	2	2½	3	3½	4 etc
[Action A: number of proposals]	1	2	3	4	5	6	7	8
[Action B: number of proposals]	1-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24
"Rapporteur" proposals (any action)	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16

Important: Claims for reimbursement based on this annex must be sent in a single payment request.



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ANNEX 2 - TERMS OF REFERENCE

1. *[Name of the experts group: [insert name]]*
2. **Context and background information**
3. **Purpose, objectives and scope**
4. **Working approach and methodology**
5. *[Distribution of the work among the experts]*
6. **Meetings, reporting and deadlines**
7. **Expert(s) profile(s)**
8. **Expert(s) short biographies**