****

 ****

Pilots for Healthy and Active Ageing

**Grant Agreement: 857188**

**Contract for Experts**

[ Internal Contract ID# ]

Contents

[CHAPTER 1: GENERAL PROVISIONS 4](#_Toc95137687)

[Article 1 – Subject of the Contract 4](#_Toc95137688)

[CHAPTER 2: WORK TO BE PROVIDED 4](#_Toc95137689)

[Article 2 – Tasks to be accomplished 4](#_Toc95137690)

[Article 3 – Working arrangements – starting date – planning and deadlines – maximum number of proposals 4](#_Toc95137691)

[Article 4 – Fees 5](#_Toc95137692)

[CHAPTER 4: RIGHTS AND OBLIGATIONS OF THE PARTIES 5](#_Toc95137693)

[Article 5 – General obligation to properly implement the contract 5](#_Toc95137694)

[Article 6 – Payment 5](#_Toc95137695)

[Article 8 – Processing of personal data of the experts 6](#_Toc95137696)

[Article 9 - Processing of personal data by the expert 6](#_Toc95137697)

[Article 10 - Non-disclosure of information 6](#_Toc95137698)

[Article 11 – Suspension of the payment deadline 7](#_Toc95137699)

[Article 12 – Rejection of fees 8](#_Toc95137700)

[Article 13 - Suspension of the contract 8](#_Toc95137701)

[Article 14 - Termination of the contract 8](#_Toc95137702)

[Article 15 - Liability for damages 9](#_Toc95137703)

[CHAPTER 6: FINAL PROVISIONS 10](#_Toc95137704)

[Article 17 – Communication between the parties 10](#_Toc95137705)

[Article 18 – Amendments to the Contract 10](#_Toc95137706)

[Article 19 – Applicable law and settlement of disputes 11](#_Toc95137707)

[Article 20 – Entry into force of the Contract 11](#_Toc95137708)

[1ANNEX: CODE OF CONDUCT 12](#_Toc95137709)

|  |  |
| --- | --- |
| **Acknowledgement**: This project has received funding from the European Union’s Horizon 2020 Research and Innovation Programme under Grant Agreement No 857188. | **Disclaimer**: The content of this publication is the sole responsibility of the authors, and in no way represents the view of the European Commission or its services. |

**Contracting parties**

This contract (‘The Contract’) is between the following parties:

On the one part,

INNORENEW COE CENTER ODLIČNOSTI ZA RAZISKAVE IN INOVACIJE NA PODROČJU OBNOVLJIVIH MATERIALOV IN ZDRAVEGA BIVANJSKEGA OKOLJA (hereinafter referred as the ‘Contractor’), established in LIVADE 6a, IZOLA - ISOLA 6310, Slovenia, VAT number: SI65332547, registration number: 7233817000 represented by director prof. Andreja Kutnar, PhD,

hereinafter referred as the “Contractor”

and

on the other part,

[Family name] [First name]

[Official address

Postcode P.O. Box Town/city Country]

[Tax number]

[Email address]

[Status: employed, retired, student, unemployed]

hereinafter referred to as the ‘Expert’.

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 they have read, understood and accepted the Contract and all its obligations and conditions, including the Code of conduct set out in Annex 1.

# CHAPTER 1: GENERAL PROVISIONS

The European Commission and the UNIVERSITA DEGLI STUDI DI FIRENZE (UNIFI), established in Piazza San Marco 4, 50121, Florence, Italy, as Coordinator on behalf of the Pharaon consortium have signed the Grant Agreement no 857188 for the implementation of the Pilots for Healthy and Active Ageing - Pharaon (“Pharaon”) within the framework of the European Union’s Horizon 2020 research and innovation programme, H2020-SC1-FA-DTS-2018-2020 (Trusted digital solutions and Cybersecurity in Health and Care).

Contractor is a partner in the Pharaon consortium and responsible for the management of the evaluation process for the proposals received under the Second Pharaon Open Call.

## 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 assist the Contractor in the management of the Second Pharaon Open Call.

# CHAPTER 2: WORK TO BE PROVIDED

## Article 2 – Tasks to be accomplished

The expert must assist the contractor with the evaluation of the proposals submitted in response to the Second Pharaon Open Call.

This involves, in particular, the following tasks:

- prepare individual reviewer’s report

- participate in developing consensus report

## - participate in panel review

## Article 3 – Working arrangements – starting date – planning and deadlines – maximum number of proposals

The work set out in Article 2 will start at the earliest on the date of entry into force of the Contract (see Article 20) and will finish at the latest on **13. 10. 2023**.

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

* On-line briefing on 22 August 2023
* Remote work between 03 October and 09 October 2023
* Individual reports: maximum 10, deadline for submission 09 October 2023
* Consensus reports (CRs): maximum 5, deadline for submission 13 October 2023

In case of any changes the expert will receive notification by email.

**CHAPTER 3: FEES**

## Article 4 – Fees

The expert is entitled of the following fees:

* For drafting an Individual report: 100,00 EUR gross for each Individual report
* For drafting Consensus reports: 25,00 EUR gross for each Consensus report

The fees are subject to the following conditions:

* the fee can be claimed only for proposals actually evaluated with written individual report;
* tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the Contractor.

The total amount requested may not exceed — and may have to be less than — the fee for the total maximum proposals (10) 1.125,00 EUR gross.

If the expert breaches any of their obligations under this Article, the Contractor may apply the measures set out in Chapter 5, including rejecting the fees.

# CHAPTER 4: RIGHTS AND OBLIGATIONS OF THE PARTIES

## Article 5 – General obligation to properly implement the contract

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

The expert must, in particular:

* implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:

- the Code of Conduct (see Annex 1);

- ensure compliance with applicable national tax and social security law.

They must implement the Contract fully, following the deadlines set by the Contractor and to the highest professional standards.

The Contract does not constitute an employment agreement with the Contractor.

The expert must immediately inform the Contractor, if they cannot fulfil their obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.

If the expert breaches any of their obligations under this Article, the contractor may apply the measures set out in Chapter 5.

## Article 6 – Payment

The fees will be paid in a single payment in 30 days after the completion of all assigned tasks. The payment will be made in euros, on this bank account [insert IBAN, SWIFT, name and address of the bank]. If relevant, the expert will provide the Contractor with KIDO and/or A1 forms.

If relevant for the expert, KIDO and/or A1 forms must be supplied. It is expert’s responsibility to supply these forms. The deadline for supplying the forms is the date of signature of this contract. In the absence of these forms payments and taxation will apply the relevant rates according to Slovenian law.

**Article 7 – Ownership and use of the results (including intellectual property rights)**

The Contractor obtains full ownership of the results produced under this Contract. This transfer of rights is free of charge.

## Article 8 – Processing of personal data of the experts

The Contractor will process personal data provided by the expert under Regulation (EC) No 2016/679 for the purpose of processing, performing, managing, and monitoring this Contract.

## Article 9 - Processing of personal data by the expert

The expert may process personal data under the Contract only under the supervision of and on instructions from the Contractor (see above).

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

1. prevent any unauthorised person from accessing computer systems that process personal data, and especially:

- unauthorised reading, copying, alteration or removal of storage media;

- unauthorised data input, disclosure, alteration or deletion of stored personal data;

- unauthorised use of data-processing systems by means of data transmission facilities;

- ensure that access to personal data is limited to persons with special access rights;

- ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation

- design their organisational structure in a way that meets data protection requirements.

In addition, the expert must notify the Contractor in case of any unauthorized access to, or loss of, the personal data contained in the applications without delay.

If the expert breaches any of their obligations under this Article, the Contractor may apply the measures set out in Chapter 5.

## Article 10 - Non-disclosure of information

All information in whatever form or mode of transmission, which is disclosed to the expert in connection with the Contract, including but not limited to:

* the proposal text and the briefing material;
* the evaluation reports for the evaluated proposals;
* the details on the evaluation process or its outcome,
* details on their position/advice;
* the names of other experts participating in the evaluation;
* any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
* any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
* any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party’s past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
* trade secrets; plans for products or services, and customer or supplier lists;
* any other information that should reasonably be recognised as Confidential Information by the Parties;

is “Confidential Information”.

The expert hereby undertakes:

* not to use Confidential Information otherwise than for the purpose for which it was disclosed;
* not to disclose Confidential Information to any third Party without the prior written consent by the Contractor;
* to return to the Contractor on demand all Confidential Information which has been supplied to or acquired by the expert including all copies thereof and to delete after the end of evaluation all information stored in a machine-readable form.

Notwithstanding the aforementioned, Confidential Information shall exclude information that:

* is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of this Agreement;
* was already known by the expert before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
* is subsequently communicated to the expert without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
* becomes publicly available by other means than a breach of the confidentiality obligations by the expert (not through fault or failure to act by the expert).

If the expert breaches any of their obligations under this Article, the Contractor may apply the measures set out in Chapter 5.

**CHAPTER 5: BREACH OF CONTRACT**

## Article 11 – Suspension of the payment deadline

The Contractor may — at any moment — suspend the payment deadline, in the tasks listed in the Article 3 are not concluded or are not of sufficient quality.

In this case, the Contractor must formally notify the expert (via email provided by the expert) of the suspension and the reasons why.

The suspension takes effect on the day the notification is sent by the Contractor.

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

If the suspension exceeds one month, the expert may ask the Contractor to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to non-compliance of deliverables and the revised report or deliverables, the Contractor may also terminate the Contract.

## Article 12 – Rejection of fees

The Contractor may reject (part of) the fee if the expert has committed:

* substantial errors, irregularities or fraud or
* serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1).

The contractor must formally notify the expert of the rejection, the amounts and the reasons why. The expert may — within 30 days of receiving notification — formally notify the Contractor of its disagreement and the reasons why.

## Article 13 - Suspension of the contract

The Contractor may suspend implementation of the Contract or any part of it, if:

* the expert is not able to fulfil their obligations to carry out the work required
* the expert has committed or is suspected of having committed:
	+ substantial errors, irregularities or fraud or
	+ serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).

The Contractor will formally notify the expert (via email provided by the expert) of the suspension of the Contract and the reasons why.

The suspension will take effect on the date the notification is sent by the Contractor.

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

If resuming implementation of the Contract is not possible, the Contractor may decide to terminate it.

Expenses incurred during suspension will not be reimbursed.

## Article 14 - Termination of the contract

14.1 Termination of the contract by the contractor

The Contractor may terminate the Contract, if:

1. the expert is not performing their tasks pursuant to the Contract or is performing them poorly;
2. the expert has committed:
* substantial errors, irregularities, fraud or
* serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1);
1. the expert has been found guilty of grave professional misconduct, proven by any means;
2. the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
3. the Contractor deems that the tasks assigned to the expert under the Contract are no longer needed.

The contractor may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible.

The Contractor must formally notify the expert (via email provided by the expert) of its intention to terminate and the reasons why and invite them to submit observations within 5 days of receiving notification.

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

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

14.2 Termination of the Contract by the expert

The expert may terminate the Contract, if they are not able to fulfil their obligation to implement the work required.

The expert must formally notify termination to the Contractor via the email, stating:

* the reasons why and
* the date the termination will take effect. This date must be at least 5 days after the notification.

If no reasons are given or if the Contractor considers that the reasons do not justify termination, the Contract will be considered to have been ‘terminated improperly’ (which may lead to the rejection of fees).

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

14.3 Effects

If the Contract is terminated, the expert receives fees only for the work already performed until termination takes effect.

## Article 15 - Liability for damages

The Contractor cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of wilful misconduct or gross negligence.

Except in case of force majeure, the expert must compensate the Contractor for any damage it sustains as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

**Article 16 - Force majeure**

‘Force majeure’ means any situation or event that:

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

The following cannot be invoked as force majeure:

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

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

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

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

# CHAPTER 6: FINAL PROVISIONS

## Article 17 – Communication between the parties

Communication under the Contract must be made in writing.

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

for the Contractor contact e-mail is: pharaon@innorenew.eu

for the Expert contact e-mail is:

## Article 18 – Amendments to the Contract

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

Amendments may be requested by any of the parties.

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

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

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

## Article 19 – Applicable law and settlement of disputes

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Slovenia.

Disputes concerning the Contract’s interpretation, application or validity that cannot be settled amicably must be brought before the courts of Koper, Slovenia.

## Article 20 – Entry into force of the Contract

The Contract will enter into force on the day on which the last party signs. The contract must be signed by both parties latest on **29. 09. 2023.**

This Agreement shall remain in effect for a term of 45 days. Notwithstanding the foregoing, the expert’s duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, unless otherwise agreed.

|  |  |
| --- | --- |
| For (the Expert)Mr/Ms [NAME SURNAME]SignatureDone at \_\_\_\_\_\_\_\_\_\_ on DD/MM/2023 | For InnoRenew CoE (The Contractor)Prof. Andreja Kutnar, PhDdirector, InnoRenew CoESignatureDone at Izola on \_\_\_/\_\_\_/2023\_\_\_\_\_ |

# ANNEX: CODE OF CONDUCT

**1. PERFORMING THE WORK**

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

1.2 The expert must:

(a) evaluate each proposal in a confidential and fair way, in accordance with the Horizon 2020 Rules for Participation and, in particular, with the Pharaon Open Call rules for Submission and Evaluation;

(b) perform his/her work to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards;

(c) follow the instructions and time-schedule given by the Contractor.

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

1.4 If a person or entity involved in a proposal approaches the expert before or during the evaluation, they must immediately inform the Contractor.

1.5 The expert may not be (or become) involved in any of the actions resulting from the proposals that they evaluated.

**2. IMPARTIALITY**

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

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

(a) for a proposal they are requested to evaluate, if they:

(i) was involved in the preparation of the proposal;

(ii) is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action);

(iii) is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action)

In this case, the expert must be excluded from the evaluation of the proposal concerned by default.