

Model Contract for Experts

(WIDERA Experts Contract)

Version 2.0
5 January 2023

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

EXPERT CONTRACT
NUMBER [insert number]

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

on the one part,

“short name of organization”

name of organisation:

address:

duly represented for the purposes of signature of this Contract by the [function, name and surname]

(hereinafter referred to as **the NCP Organisation**)

and

on the other part,

‘the Expert’:

[Family name]

[First name]

[Expert candidature number]

[Official address

Street/Number/P.O. Box

[Post code] [Town/city]

[Country]]

Tax number: [-----]

[Email address][Mobile phone]:

(hereinafter referred to as **the Expert**)

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

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

This Contract is composed of:

Terms and conditions

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

Annex 2 – Request for payment

TERMS AND CONDITIONS

DEFINITIONS

Unless indicated otherwise, capitalized terms used in this Contract shall have the meaning indicated as follows:

The Applicant – a person or an Institution whose project application will be pre-screened;

The Commission – The European Commission

The Portal – The NCP WIDERA.NET portal

Supporting documents – documents proving that the work have been done correctly.

CHAPTER 1 **GENERAL**

ARTICLE 1 — SUBJECT OF THE CONTRACT

This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between The NCP Organisation and the Expert appointed to do the pre-screening of the project proposal. Activity is funded under the Advancing Europe Package (WP8) of the NCP_WIDERA.NET Project (Horizon Europe NCP project).

CHAPTER 2 **WORK TO BE PROVIDED**

ARTICLE 2 — TASKS TO BE ACCOMPLISHED – REPORTS AND DELIVERABLES

2.1. The Expert will do the pre-screening of the following project application(s):

- [number of the project application, the Applicant, the date of submission]
- [number of the project application, the Applicant, the date of submission].

2.2. The pre-screening includes, in particular, the following tasks:

- a) Having a good overview and understanding of the call being applied to, including the main requirements and objectives of the call;
- b) Reading and analysing the draft of the project application(s) and following documentation;
- c) Consulting the Applicant(s) in how to improve their project application(s) during online meeting;
- d) Submitting the preliminary evaluation report(s) for the project application(s) from Article 2.1. of this Contract to the Applicant(s) and to The NCP Organisation.

2.3. The pre-screening must be completed by means of remote working methods.

ARTICLE 3 — STARTING DATE AND END DATE

The work set out in Article 2 of this Contract will start at the earliest on the date of entry into force of the Contract (see Article 21) and will finish at the latest on [insert end date of work].

CHAPTER 3 **FEES**

ARTICLE 4 — FEES

- 4.1. For the work described in Article 2 of this Contract, The NCP Organisation will pay the Expert the fee in the amount of ... EUR (net) plus ...% applicable tax per project application, that is in total 600 EUR (gross).
- 4.2. The Expert has the right to fee a meeting with the Applicant (via teleconference) which has been held or a meeting which has not been held for a reason attributable to the Applicant, provided that the Expert accomplished the work set out in Article 2 of this Contract in accordance with the provisions of the Contract, within the given deadlines, the highest standards of quality and if the preliminary evaluation report(s) for project application(s) was/were approved by the project team;
- 4.3. The fee(s) shall be paid in a single payment, according to provisions set in Article 6 and Article 7 of this Contract.

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

ARTICLE 5 – GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE NCP ORGANISATION

- 5.1 The Expert must perform the Contract in compliance with all its provisions and legal obligations under applicable EU, international and national law.
- 5.2 The Expert must, in particular:
 - (a) 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);
 - (b) ensure compliance with applicable national tax and social security law.
 - (c) implement the Contract fully, timely (i.e. within the deadlines set by The NCP Organisation) and to the highest professional standards.
- 5.3 The Contract does not constitute an employment agreement with The NCP Organisation.
- 5.4 The Expert must immediately inform The NCP Organisation, if s/he cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.
- 5.5 If the Expert breaches any of his/her obligations under this Article, The NCP Organisation may apply the measures set out in Chapter 5.

ARTICLE 6 — REQUEST FOR PAYMENT

- 6.1 The Expert must submit a request for payment within ... days of accepting the pre-screening report.

- 6.2 The request for payment must contain all the necessary information and Supporting documents for The NCP Organisation to process the payment.
- 6.3 For payments linked to a report or other deliverable, the Expert may not submit a payment claim before having submitted the report or deliverable.
- 6.4 If the Expert is considered to supply a taxable service under national tax law s/he must indicate this in the Portal and register his/her VAT number.

ARTICLE 7 — PAYMENTS

- 7.1. Unless Article 11 applies, The NCP Organisation will make payments within ... days from the day of the approval to set the deadline for the payment.
- 7.2. Payments are subject to The NCP Organisation's approval of the report(s) and deliverable(s), and of the request(s) for payment.
- 7.3. Approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.
- 7.4. Payments will be made in **euros**.
- 7.5. Payments will be made to the bank account specified by the Expert in the request for payment (see Article 6).
- 7.6. The NCP Organisation's payments are deemed to be carried out on the date on which its account is debited.

ARTICLE 8 – OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

- 8.1. The NCP Organisation obtains **full ownership** of the results produced under the Contract (including copyright and other intellectual or industrial property rights).
- 8.2. The transfer of the rights is free of charge.

ARTICLE 9 — PROCESSING OF PERSONAL DATA

9.1. Processing of personal data by The NCP Organisation

- a) Any personal data under the Contract will be processed by The NCP Organisation under Regulation (EU) 2016/679.
- b) Such data will be processed by The NCP Organisation for the purposes of performing, managing and monitoring the Contract.
- c) The Expert's personal data (name, surname and affiliation, official address, e-mail address, expert candidate number) will be disclosed to the Applicants of the evaluated proposal(s).
- d) The Expert's name will be published, together with his/her area of expertise, at least once a year on the wideranet website.
- e) Moreover, the Expert's personal data may be given to the [Commission][INEA][EASME] and] persons or bodies responsible for monitoring the proper application of EU law (including the EU or Euratom financial interests), in accordance with Regulation (EU) 2018/1725 and Regulation (EU) 2016/679.

- f) The Expert has the right to access and correct his/her personal data. For this purpose, s/he must send any queries about the processing of his/her personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on The NCP Organisation's websites.

9.2. Processing of personal data by the Expert

- a) The Expert may process personal data under the Contract only under the supervision of and on instructions from The NCP Organisation (see above).
- b) The Expert must put in place appropriate technical and other sufficient security measures to address data processing risks and in particular:
- i) prevent any unauthorised person from accessing computer systems that process personal data, and especially:
 - (1) unauthorised reading, copying, alteration or removal of storage media;
 - (2) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (3) unauthorised use of data-processing systems by means of data transmission facilities;
 - ii) ensure that access to personal data is limited to persons with special access rights;
 - iii) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
 - iv) design his/her performance in a way that meets data protection requirements.
- c) If the Expert breaches any of his/her obligations under this Article, The NCP Organisation may apply the measures set out in Chapter 5.

ARTICLE 10 — CHECKS, AUDITS AND INVESTIGATIONS

- 10.1.** The NCP Organisation or the Commission may — during the implementation of the Contract or afterwards — carry out checks and audits to verify the proper implementation of the work (including reports and deliverables) under the Contract and whether the Expert has met all his/her obligations.
- 10.2.** Checks and audits may be started up to two years after the last payment is made.
- 10.3.** The NCP Organisation or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).
- 10.4.** The Expert must provide — within the deadline requested — any information (including deliverables and reports already submitted) to verify compliance with the Contract.
- 10.5.** For on-the-spot visits, the Expert must allow access to sites and premises where the work under the Contract is or was performed.
- 10.6.** Under Regulation No 883/2013 and Regulation No 2185/96 (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.
- 10.7.** Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 257 of the Financial Regulation No. 2018/1046, the European Court of Auditors (ECA) may — at any moment during implementation of the Contract or

afterwards — carry out audits.

- 10.8.** The ECA has the right of access for the purpose of checks and audits.
- 10.9.** Findings in checks, audits or investigations may lead to the rejection of fees and recovery of undue amounts (see Article 13).
- 10.10.** Findings arising from an OLAF investigation may lead to criminal prosecution under national law.
- 10.11.** If the Expert breaches any of his/her obligations under this Article, The NCP Organisation may apply the measures set out in Chapter 5.

CHAPTER 5 **BREACH OF CONTRACT**

ARTICLE 11 — SUSPENSION OF THE PAYMENT DEADLINE

- 11.1.** The NCP Organisation may — at any moment — suspend the payment deadline (see Article 7.1), if a request for payment cannot be approved because:
- a) it does not comply with the provisions of the Contract (see Article 5);
 - b) the report(s) have not been submitted or are not complete or additional work or information is needed, or
 - c) there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.
- 11.2.** In this case, The NCP Organisation must formally notify the Expert (via an email) of the suspension and the its reasons.
- 11.3.** The suspension takes effect on the day after the notification is sent by The NCP Organisation.
- 11.4.** If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume or the payment is due within 15 days after lifting the suspension if the remaining period is shorter.
- 11.5.** If the suspension exceeds two months, the Expert may ask The NCP Organisation to take a decision on whether the suspension will continue.
- 11.6.** If the payment deadline has been suspended due to missing Supporting documents or information (see Article 5) and the requested document or information is not submitted within the deadline set by The NCP Organisation (despite a reminder), The NCP Organisation may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 12).
- 11.7.** If the payment deadline has been suspended due to non-compliance of reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by The NCP Organisation (or was submitted but is also rejected), The NCP Organisation may also terminate the Contract.

ARTICLE 12 — REJECTION OF FEES

- 12.1** The NCP Organisation may reject (part of) the requested fee(s) if:
- a) they do not fulfil the conditions set out in Article 4, 5 or 6
 - b) the Expert has committed:

- (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1)
- c) the Expert terminated the contract improperly (see Article 15.2).

12.2 The NCP Organisation 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 (via email) The NCP Organisation of his/her disagreement and the reasons why.

12.3 If no formal notification is submitted by the Expert or The NCP Organisation decides to fully or partially reject the payment despite the formal notification it has received, The NCP Organisation will pay the rightful amount according to its notification. The NCP Organisation will notify the Expert about its final decision. The payment has to be made within 30 days after issuing the notice about the final decision of The NCP Organisation. Any further disagreement has to be handled according to Article 20.

ARTICLE 13 — RECOVERY OF UNDUE AMOUNTS

- 13.1.** The NCP Organisation may recover any amount that was paid to the Expert but is not due under the Contract.
- 13.2.** The NCP Organisation will notify the Expert (via an e-mail) of its **intention** to recover a payment, the reasons why and invite him/her to submit observations within 30 days of receiving notification.
- 13.3.** If no observations are submitted or The NCP Organisation decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered by formally notifying a debit note to the Expert. This note will also specify the terms and the date for payment.
- 13.4.** If payment is not made by the date specified in the debit note, The NCP Organisation may recover the amount by **taking legal action**.

ARTICLE 14 — SUSPENSION OF THE CONTRACT

- 14.1** The NCP Organisation may suspend implementation of the Contract or any part of it if:
- a) the Expert is not able to fulfil his/her obligations to carry out the work required (see Article 2 and 3)
 - b) the Expert is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).
- 14.2** The NCP Organisation will formally **notify** the Expert (via the e-mail) of the suspension of the Contract and the reasons why.
- 14.3** The suspension will **take effect** on the date the is set by The NCP Organisation.
- 14.4** The suspension 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.

14.5 If resuming implementation of the Contract is not possible, The NCP Organisation may decide to terminate it (see Article 15.1).

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

ARTICLE 15 — TERMINATION OF THE CONTRACT

1.1. Termination of the Contract by The NCP Organisation

- a) The NCP Organisation may terminate the Contract, if:
- (i) the Expert is not performing his/her tasks pursuant to the Contract (Article 2 and Article 3);
 - (ii) the Expert has committed:
 - 1. substantial errors, irregularities or fraud or
 - 2. serious breach of obligations during the selection procedure (false presentation and declarations);
 - (iii) the Expert has been found guilty of grave professional misconduct, proven by any means;
 - (iv) the Expert is in a conflict of interest or is in breach of an obligation of confidentiality; or
 - (v) The NCP Organisation deems that the tasks assigned to the Expert are no longer needed.
- b) The NCP Organisation may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 17 and 14).
- c) The NCP Organisation must formally notify the Expert (via e-mail) of its **intention** to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification. The Expert is not allowed to perform her/his contractual duties after receiving the notification.
- d) If no observations are submitted or The NCP Organisation 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.
- e) The termination will **take effect** on the day after the notification of the confirmation is sent by The NCP Organisation.

1.2. Termination of the Contract by the Expert

- a) The Expert may terminate the Contract, if s/he is not able to fulfil his/her obligation to implement the work required (see Article 2 and 3) or The NCP Organisation committed serious breach of obligations under the Contract.
- b) The Expert must formally notify termination to The NCP Organisation (via e-mail), stating:
- (i) the reasons why and
 - (ii) the date the termination will take effect. This date must be at least 15 days after the notification.
- c) If no reasons are given or if The NCP Organisation 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; see Article 12).

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

ARTICLE 16 — LIABILITY FOR DAMAGES

2.1. Liability of Agency

The NCP Organisation 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.

2.2. Liability of the Expert

Except in case of force majeure (see Article 17), the Expert must compensate The NCP Organisation 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 17 — FORCE MAJEURE

17.1 'Force majeure' means any situation or event that:

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

17.2 The following cannot be invoked as force majeure:

- a) 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,
- b) labour disputes or strikes, or
- c) financial difficulties.

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

17.4 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.

17.5 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 18 — COMMUNICATION BETWEEN THE PARTIES

18.1 Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must be made in writing and bear the Contract number.

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

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

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

18.4 Communications to The NCP Organisation must be sent to the following address:

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

18.5 Communications and formal notifications to the **Expert** must be sent to the following address:

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

ARTICLE 19 — AMENDMENTS TO THE CONTRACT

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

19.2 Amendments may be requested by any of the parties.

19.3 Any amendments to this Contract have to be done in the written form, otherwise being null and void.

19.4 The Expert may not start any new work before the amendment takes effect unless otherwise stated in the request of modification.

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

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

ARTICLE 20 — APPLICABLE LAW AND DISPUTE SETTLEMENT

20.1 The Contract is governed by the law competent for The NCP Organisation's seat.

20.2 Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before the courts of the country of The NCP Organisation's seat.

ARTICLE 21 — ENTRY INTO FORCE OF THE CONTRACT

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

Date and SIGNATURES

Date and name of an Expert:

For The NCP Organisation:

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

[signature]

Done in [English] on [electronic time stamp]

[forename/surname]

[signature]

Done in [English] on [electronic time stamp]

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) Pre-screen each proposal in a confidential and fair way, in accordance with the applicable rules of Horizon Europe;
- (b) Perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;
- (c) Follow the instructions and time-schedule given by The NCP Organisation;

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

1.4 The Expert may not be (or become) involved in any of the actions resulting from the proposal(s) that s/he pre-screened (at any stage of the procedure, including for two-stage calls).

2. IMPARTIALITY

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

The Expert by signature to the Contract warrants that:

- 1) to the best of the Expert's knowledge, at the date of this Agreement, neither him/her or his/her organisation has any actual, perceived or potential conflicts of interest.
- 2) to the best of the Expert's knowledge, the organisation that the Expert represents has not applied to the call which he/she is pre-screening, as per the terms of this contract.
- 3) in the event that the organisation that the Expert represents participates in an application to the call, the Expert will not participate in any activity connected with preparing, pre-screening and/or any other responsibilities relating to the project proposal.

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

(b) **for a proposal the Expert is requested to evaluate**, if s/he:

- 1) 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);
- 2) 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 (and may not take part in the consensus group, panel review or hearings when the proposal is being discussed)

(c) **for a proposal the Expert is requested to evaluate AND for all proposals competing for the same call budget- split**, if s/he:

- 1) was involved in the preparation of any proposal submitted to the same topic/other topic
- 2) would benefit if any proposal submitted to the same topic/other topic
- 3) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the preparation of any proposal submitted to the same topic/other topic

In this case, the Expert must be excluded from the evaluation of the proposal concerned AND from all the proposals competing for the same call budget-split. Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted.

(d) **for ALL proposals under the call in question**, if s/he:

- 1) 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 in question;

- 2) is a National Contact Point (NCP) or is working for the Enterprise Europe Network (EEN);
- 3) is a member of a programme committee.

In this case, the expert must be excluded from the evaluation of the call concerned. The expert may not evaluate any proposal in the call concerned ('out of the call' rule). Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the proposals concerned must be re-evaluated.

The following situations **may be** considered as **conflict of interest** if the responsible Agency staff so decides, in view of the objective circumstances, the available information and the potential risks:

- (i) previous employment of the Expert by one of the Applicants (or linked third parties or other third parties involved in the action) in the last three years;
- (ii) previous involvement of the Expert in a contract, grant, prize or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an Applicant, a linked third party or another third party involved in the action (or the Marie Skłodowska-Curie research fellow) in the last three years;
- (iii) any other situation that could cast doubt on his/her ability to participate in the evaluation impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the responsible Agency staff may decide to exclude the Expert from the evaluation (and on the scope, i.e. only for the proposal concerned or also for competing proposals or the entire call) and, if necessary, to replace him/her and organise a re-evaluation.

2.2 The Expert will be required to **confirm** — for each proposal s/he is evaluating — that there is no conflict of interest, by signing a declaration.

2.3 If the Expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the responsible Agency staff and stop working until further instructions.

2.4 If the expert breaches any of his/her obligations under Points 2.2 and 2.3, The NCP Organisation may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 15).

3. CONFIDENTIALITY

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

3.2 The Expert may use confidential information only to implement the Contract. The Expert must keep his/her work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information relating to proposals or Applicants;

- (b) not discuss proposal(s) with others (including other experts or Agency staff that are not directly involved in the evaluation of the proposal(s), except during evaluation meetings)
- (c) not disclose:
 - (i) details on the evaluation process or its outcome;
 - (ii) details on his/her position/advice;
 - (iii) the names of other experts participating in the evaluation.
- (d) not communicate with Applicants (including linked third parties or other third parties involved in the actions) during the evaluation or afterwards — except in panel hearings.

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

3.4 If the Expert works on Agency premises, the Expert:

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

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

- (a) must respect the general rules for using such sources;
- (b) may not contact third parties, without prior written approval by The NCP Organisation.

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

- (a) The NCP Organisation agrees to release the Expert from the confidentiality obligations;
- (b) the confidential information becomes public through other channels;
- (c) disclosure of the confidential information is required by law.

If the Expert breaches any of his/her obligations, The NCP Organisation may apply the measures set out in Chapter 5.

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

ANNEX 2

[Date of the request for payment]

Request for payment

For the attention of
[address of The NCP Organisation]

Expert Contract Number: ...
Name and address of the Expert: ...
Request for payment number: ...

Dear Sir/Madam,

I hereby request a payment under the Contract mentioned above.

The amount requested is ... EUR as indicated in Article 4.1 of the Contract.

Please find attached the following supporting documents:

The payment should be made to the following bank account:

Name of bank: ...

Full address of branch: ...

Exact designation of account holder: ...

Full account number including [bank] codes: ...

IBAN code: ...

I hereby certify that the information contained in this request for payment is complete, faithful and reliable, that the costs incurred can be considered eligible in accordance with the Contract and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

[signature]