



POSIDON

POLLUTED SITE DECONTAMINATION PCP



POSIDON

Model Contract for Experts

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MODEL CONTRACT FOR POSIDON PCP EXPERTS
(POSIDON PCP EXPERTS CONTRACT)

This model is made for the following types of experts:

Experts supporting POSIDON technical awarding commission in the evaluation of R&D proposals

Experts - monitors – supporting POSIDON technical monitoring supervisor/monitoring team (composed by Area Science Park and TECNALIA) in phase 1, 2, 3 in the monitoring of interim milestone(s)/deliverable(s), as well as Phase 2 lab prototype demonstration and Phase 3 field testing activities.

- Instructions and footnotes in blue will be deleted.
- For options [in square brackets]: the applicable option must be selected. Options not chosen must to be deleted.
- For fields in [grey in square brackets] (even if they are part of an option specified in the previous item): enter the appropriate information and delete the grey in square brackets.

EXPERT CONTRACT

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

on the one part,

[**OPTION 1:** the **Autorità di Sistema Portuale del Mare Adriatico Orientale Porti di Trieste e Monfalcone** ('the APT'), represented by,]

[**OPTION 2:** **Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park**, represented by the,]

[**OPTION 3:** [**TECNALIA**] ('**TECNALIA**'), represented by the.....]

represented for the purposes of signing the Contract by [forename, surname, function, [Department]]

and

on the other part, 'the expert':

[Family name]



[First name]

[Official address]

Street/Number/P.O. Box [Post code] [Town/city] [Country]

[Email address]

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

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

This Contract is composed of:

Terms and conditions

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

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



TERMS AND CONDITIONS

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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 *[POSIDON partners APT, AREA Science Park and TECNALIA]* and the expert appointed to assist the *POSIDON partnership* with tasks in the context of supporting the technical awarding commission in the evaluation of R&D proposals and/or the technical monitoring supervisor/monitoring team in the monitoring in POSIDON PCP phase 1, 2, 3 in the monitoring of interim milestone(s)/deliverable(s), as well as Phase 2 lab prototype demonstration and Phase 3 field testing activities].

CHAPTER 2 WORK TO BE PROVIDED

ARTICLE 2 — TASKS TO BE ACCOMPLISHED — REPORTS AND DELIVERABLES

[OPTION for Experts supporting technical monitoring:

2.1 The expert must assist the *POSIDON partners Area Science Park and TECNALIA]* with the **monitoring** of:

- interim milestone(s)/deliverable(s), as well as Phase 2 lab prototype demonstration and Phase 3 field testing activities

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

For this purpose, the expert must support in examining and monitoring the interim milestone(s)/deliverable(s), as well as Phase 2 lab prototype demonstration and Phase 3 field testing activities

This involves, in particular, the following tasks:

- **reading and analyzing** the deliverables presented by the awardees
- participating in the expert **briefing(s) (in remote)**
- participating in **meeting(s)** and **on-the-spot visit(s)** (if any) and
- drafting and submitting a **report(s)** for the monitored deliverable(s)/laboratory test and field testing

The precise scope of the work will be determined by the *POSIDON partners* and may include other specific tasks, such as rapporteur tasks.

[OPTION A: All work must be done remotely.]

[OPTION B: The work does not involve any remote work.] [OPTION C: The work involves remote work and work involving travel.]

[OPTION for expert supporting the POSIDON technical awarding commission in the evaluation of R&D



bidder proposals]:

2.2 The expert must assist the technical awarding Commission with the **evaluation** of technical offers in terms of providing a written analysis/technical advice on specific evaluation Commission requests.

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

For this purpose, the expert must provide technical advice.

This involves, in particular, the following tasks:

- **analysing and giving technical advice** to technical Commission requests

The precise scope of the work will be determined by the POSIDON partners.

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

[OPTION C: The work involves remote work and work involving travel.]

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

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

[OPTION 1 for experts giving technical advice to POSIDON technical Commissions:

- **[remote work:**
 - [remote written technical advice: between [insert starting date] and [insert end date] (max. [insert number] working day(s))
 - [other]: between [insert starting date] and [insert end date] (max. [insert

[OPTION 2 for experts supporting in monitoring:

- **[meeting(s) and other work involving travel:**
 - [meeting(s):
 - at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]] (max. [insert number] working day(s))
 - [at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]] (max. [insert number] working day(s))
 - [same for other meetings]
 - **[on-the-spot visit(s):**
 - at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]] (max. [insert number] working day(s))
 - [at [insert address], [between [insert starting date] and [insert end date]]/[on [insert date]] (max. [insert number] working day(s))
 - [same for other on-the-spot visits]
- **[remote work:**
 - remote monitoring: [between [insert starting date] and [insert end date]]/[on [insert



[date]] (max. [insert number] working day(s))]

- **[report(s):**
 - [name of the report]: at the latest on [insert date]

CHAPTER 3 - [FEES][HONORARIA], ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 4 — [FEES][HONORARIA]

[OPTION 1 for zero fee contracts: Not applicable]

4.1 [OPTION 2 for all other contracts:

The expert is entitled to the following **[fee(s)][honoraria]**:

[OPTION 1 for experts giving technical advice to POSIDON technical Commissions:

- **[for remote work²⁰:**
 - [for analyzing and preparing a written technical advice: EUR [225][450] (which equals a fixed number of [0.5][1] working day) per written advice request]¹

[OPTION 2 for experts supporting in monitoring:

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

the fee can be claimed only for *technical advice or monitoring task* actually performed; 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 *POSIDON partnership*;

ARTICLE 5 — ALLOWANCES AND REIMBURSEMENT OF EXPENSES

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

- **for meeting(s) and other work involving travel:**
 - [reimbursement of **travel expenses** directly connected with the work set out in Article

¹ For the correlation between amounts and working days, see Methodology for expert fees for remote evaluation and ethics review (C(2016)5455 available at http://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/methodology-for-expert-fees_en.pdf .



2 in accordance with Decision C(2007)5858² from the experts official address set out in the Preamble (or other point of departure) — if explicitly agreed by the [POSIDON partners] before the travel arrangements are fixed) to the place of the meeting(s) and back]

The expert is [also] entitled to the reimbursement of the following [other] expenses:

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

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

- (a) expenses incurred for purchasing equipment or other material needed by the expert to accomplish his/her tasks;
- (b) reckless or excessive expenses;
- (c) deductible VAT;
- (d) currency exchange losses.

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

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

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

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

The expert must, in particular:

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

S/he must implement the Contract fully, timely (i.e. within the deadlines set by the [POSIDON partners

² Commission Decision C(2007)5858 of 5 December 2007 establishing rules on the reimbursement of expenses incurred by people from outside the Commission invited to attend meetings in an expert capacity (available at: http://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/regl_experts_en.pdf).



entering the contract]) and to the highest professional standards.

The Contract does not constitute an employment agreement with the [POSIDON Partners entering the contract].

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

6.3 If the expert breaches any of his/her obligations under this Article, the [POSIDON Partners entering the contract] may apply the measures set out in Chapter 5.

ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

7.1 The expert must **keep records** and other **supporting documentation** (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked)

7.2 [additional OPTION for experts with remote work: the remote tasks carried out] and on travels and other expenses incurred).

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

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

7.3 If the expert breaches any of his/her obligations under this Article, the [POSIDON Partners entering the contract] may apply the measures set out in Chapter 5.

ARTICLE 8 — REQUEST FOR PAYMENT

8.1 The expert must submit: (via e-mail); a request for payment within 30 days of receiving notification. The request for payment must contain all the necessary information and supporting documents for the [POSODON partners] to process the payment (i.e. depending on the type of payment requested: number of days worked, [additional OPTION for experts with remote work: number of working days that correspond to the remote tasks]).

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

- indicate this to the POSIDON partners;
- provide his/her VAT number, and
- if needed, request a VAT exemption certificate from the [POSIDON partners entering the contract] and send an invoice

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

8.4 If the expert breaches any of his/her obligations under this Article, the [POSIDON partners entering the



contract/ may apply the measures set out in Chapter 5.

ARTICLE 9 — PAYMENTS

9.1 Unless Article 13 applies, the /POSIDON partners entering the contract/ will make payments within **30 days** from receiving the request for payment (see Article 8).

9.2 Payments are subject to the /POSIDON partners/'s **approval** of the report(s) and requested advice, and of the request(s) for payment.

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

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

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

9.5 The /POSIDON partnership/'s payments are deemed to be carried out on the date on which its account is debited.

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

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

The *[OPTION 1 by default: [POSIDON partnership]* obtains **full ownership** of the results produced under the Contract (including copyright and other intellectual or industrial property rights).

The *[OPTION 1 [POSIDON partnership]* obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the /POSIDON partnership/. Such delivery and approval are considered to constitute an effective assignment of rights.

This transfer of rights is free of charge.

ARTICLE 11 — PROCESSING OF PERSONAL DATA

11.1 Processing of personal data by the /POSIDON partners entering the contract/

Any personal data under the Contract will be processed by the [POSIDON partners] under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Such data will be processed by the '**data controller**' of the /POSIDON partners entering the contract/ for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of POSIDON partners (including checks, reviews audits and investigations; see Article 12).



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

11.2 Processing of personal data by the expert

The expert may process personal data under the Contract only under the supervision of and on instructions from the data controller of the [POSIDON partners entering into the contract with the expert] (see above).

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

- (a) prevent any unauthorized person from accessing computer systems that process personal data, and especially:
 - unauthorized reading, copying, alteration or removal of storage media;
 - unauthorized data input, disclosure, alteration or deletion of stored personal data;
 - unauthorized use of data-processing systems by means of data transmission facilities;
- (b) ensure that access to personal data is limited to persons with special access rights;
- (c) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorization;
- (d) design his/her organizational structure in a way that meets data protection requirements.

If the expert breaches any of his/her obligations under this Article, the [POSIDON part entering the contract] may apply the measures set out in Chapter 5.

ARTICLE 12 — CHECKS, AUDITS AND INVESTIGATIONS

12.1 The [POSIDON partner entering the contract] and the EU 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 written advise) under the Contract and whether the expert has met all his/her obligations.

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

The [POSIDON partner entering the contract] and the EU Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).

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

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



12.2 Under Regulation No 883/2013³ and Regulation No 2185/96⁴ (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 checks⁴ and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

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

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

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

CHAPTER 5 BREACH OF CONTRACT

ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE

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

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

13.2 In this case, the [*POSIDON partner entering the contract*] must formally notify the expert (via e-mail system) of the suspension and the reasons why.

The suspension **takes effect** on the day the notification is sent by the [*POSIDON partner entering the contract*].

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

If the suspension exceeds two months, the expert may ask the [*POSIDON partner entering the contract*] to take a decision on whether the suspension will continue.

³ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.9.2013, p.1).

⁴ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p



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

If the payment deadline has been suspended due to non-compliance of reports, revised report or written advise, revised written advise or payment request is not submitted within the deadline set by the *[POSIDON partner entering the contract]* (or was submitted but is also rejected), the *[POSIDON partner entering the contract]* may also terminate the Contract (see Article 17).

ARTICLE 14 — REJECTION OF [FEES][HONORARIA], ALLOWANCES OR EXPENSES

14.1 The *[POSIDON partner entering the contract]* may reject (part of) the requested *[fee(s)][honoraria]*, allowances or expenses if:

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

14.2 The *[POSIDON partner entering the contract]* 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 *[POSIDON partner entering the contract]* of its disagreement and the reasons why.

ARTICLE 15 — RECOVERY OF UNDUE AMOUNTS

15.1 The *[POSIDON partner entering the contract]* may recover any amount that was paid to the expert but is not due under the Contract.

15.2 The *[POSIDON partner entering the contract]* will notify the expert (via email) of its **intention** to recover, the reasons why and invite him/her to submit observations within 30 days of receiving notification.

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

If payment is not made by the date specified in the debit note, the *[POSIDON partner entering the contract]* may recover the amount by **taking legal action** (see Article 23).



ARTICLE 16 — SUSPENSION OF THE CONTRACT

16.1 The *[POSIDON partner entering the contract]* may suspend implementation of the Contract or any part of it, if:

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

16.2 The *[POSIDON partner entering the contract]* will formally **notify** the expert (via e-mail) of the suspension of the Contract and the reasons why.

The suspension will **take effect** on the date the notification is sent by the *[POSIDON partner entering the contract]*.

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

If resuming implementation of the Contract is not possible, the *[POSIDON partner entering the contract]* may decide to terminate it (see Article 17.1).

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

ARTICLE 17 — TERMINATION OF THE CONTRACT

17.1 Termination of the Contract by the *[POSIDON partner entering the contract]*

17.1.1 The *[POSIDON partner entering the contract]* may terminate the Contract, if:

- (a) the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 6);
- (b) the Expert has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Contract (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1);
- (c) the expert has been found guilty of grave professional misconduct, proven by any means;



- (d) the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
- (e) the *[POSIDON partner entering the contract]* deems that the tasks assigned to the expert under the Contract are no longer needed.
- (f) The *[POSIDON partner entering the contract]* deems that the tasks assigned to the expert under the Contract are no longer needed. may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 16.2 and 20.2).

17.1.2 The *[POSIDON partner entering the contract]* 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.

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

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

17.2 Termination of the Contract by the expert

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

17.2.2 The expert must formally notify termination to the *[POSIDON partner entering the contract]* (via e-mail)], stating:

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

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

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

17.3 Effects

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

Only fees for days worked, remote tasks carried out and expenses incurred until termination takes effect (including commitments to pay, such as flight or hotel reservations) may be claimed.



ARTICLE 18 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the *[POSIDON partner entering the contract]* may also adopt administrative sanctions under Articles 106 and 204 of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

ARTICLE 19 — LIABILITY FOR DAMAGES

19.1 Liability of the *[POSIDON partner entering the contract]*

The *[POSIDON partner entering the contract]* cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of willful misconduct or gross negligence.

19.2 Liability of the expert

Except in case of force majeure (see Article 20), the expert must compensate the *[POSIDON partner entering the contract]* for any damage *[it]/[they]* sustain[s] as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

Thus, the *[POSIDON partner entering the contract]* may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.]

ARTICLE 20 — FORCE MAJEURE

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

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

The following cannot be invoked as force majeure:

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

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

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



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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 21 — COMMUNICATION BETWEEN THE PARTIES

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

- be made in writing;

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.

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

ARTICLE 22 — AMENDMENTS TO THE CONTRACT

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

Amendments may be requested by any of the parties.

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

22.2 The party requesting an amendment must submit to the other party (via e-mail) the requested amendment (together with the reasons why).

If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both. If it does not agree, it must formally notify its disagreement within the same deadline (by e-mail).

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

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

ARTICLE 23 — APPLICABLE LAW AND DISPUTE SETTLEMENT

23.1 The Contract is governed by EU law and is supplemented, where necessary, by the law of Italy or Spain (depending on the [POSIDON partner entering the contract]).

23.2 Disputes concerning the Contract’s interpretation, application or validity that cannot be settled amicably must be brought before the courts of Trieste, Italy or Bilbao, Spain.

ARTICLE 24 — ENTRY INTO FORCE OF THE CONTRACT

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



SIGNATURES

Expert:

For the [POSIDON partner]:

[electronic signature] [forename/surname]
[electronic signature] [electronic signature]

Done in [English] on [electronic time stamp] Done in [English] on [electronic time stamp]



ANNEX 1 - CODE OF CONDUCT

EXPERTS SUPPORTING POSIDON TECHNICAL AWARDING COMMISSION IN THE EVALUATION OF R&D PROPOSALS:

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 [technical request] in a confidential and fair way, in accordance with the [applicable rules] [Horizon 2020 Rules for Participation Regulation No 1290/2013];
 - (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 [POSIDON partner entering the contract].
- 1.3** The expert may not delegate the work to another person or be replaced by another person.
- 1.4** If a person or entity involved in the POSIDON PCP as a bidder approaches the expert before or during the evaluation, s/he must immediately inform the [POSIDON partner entering the contract].
- 1.5** The expert may not be (or become) involved in any of the actions resulting from the POSIDON PCP R&D PROPOSALS that s/he evaluated (at any stage of the procedure).

2. IMPARTIALITY

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

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

- a) for a POSIDON PCP R&D PROPOSALS s/he is requested to support in the evaluation through specific technical advice request, if s/he:
 - (i) was involved in the preparation of the POSIDON PCP R&D PROPOSALS;
 - (ii) is a director, trustee or partner or is in any way involved in the management of a POSIDON PCP bidder;



- (iii) is employed or contracted by one of POSIDON PCP bidder;
- (iv) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the POSIDON PCP bidder;
- (v) has (or has had) a relationship of scientific rivalry or professional hostility with a POSIDON PCP bidder;

In this case, the expert must be excluded from giving his/her technical support to POSIDON TECHNICAL AWARDING COMMISSION.

However, in exceptional and duly justified cases, the POSIDON TECHNICAL AWARDING COMMISSION may decide to nevertheless invite the expert to give his/her technical advice, if:

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

b) for a POSIDON PCP bidder proposal s/he is requested to support in technical evaluation and for all *POSIDON PCP bidders proposals* competing for the PCP-Pre commercial procurement, if s/he:

- (vi) was involved in the preparation of any *POSIDON* proposal submitted;
- (vii) would benefit if any *POSIDON* proposal submitted to POSIDON PCP is evaluated positively or not;
- (viii) 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 POSIDON PCP proposals or with a person which would benefit if such a *POSIDON PCP* proposals is awarded.

2.2 The expert will be required to **confirm** — for each *collaboration request in POSIDON activities* that there is no conflict of interest, by signing a declaration.

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

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



3. CONFIDENTIALITY

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

Unless otherwise agreed with the responsible of *[POSIDON partner entering the contract]* staff, s/he may use confidential information only to implement the Contract.

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

- (b) not disclose (directly or indirectly) any confidential information relating to *POSIDON PCP bidders' proposals*;
- (c) not discuss *POSIDON PCP bidders proposals and/or POSIDON PCP information* with others (including other experts or *POSIDON partner entering the contract and/or [EU Commission]/[EU agency]* staff that are not directly involved in the POSIDON technical awarding commission for the evaluation of R&D proposals ;
- (d) not disclose:
 - details on the PCP procedure;
 - details on his/her position/advice;
 - the names of other participants in POSIDON PCP evaluation commission and/or other experts.
- (e) not communicate with POSIDON bidders or other possible stakeholder or other entities/organizations etc.

If the *[POSIDON partner entering the contract]* 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 collaboration for POSIDON project (if so instructed).

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

- *[POSIDON partner entering the contract]* agrees to release the expert from the confidentiality obligations;
- the confidential information becomes public through other channels;
- disclosure of the confidential information is required by law.

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



ANNEX 1a

EXPERTS SUPPORTING POSIDON TECHNICAL MONITORING SUPERVISOR/MONITORING TEAM (COMPOSED BY AREA SCIENCE PARK AND TECNALIA) IN PCP PHASE 1, 2, 3 IN THE MONITORING OF INTERIM MILESTONE(S)/DELIVERABLE(S), AS WELL AS PHASE 2 LAB PROTOTYPE DEMONSTRATION AND PHASE 3 FIELD TESTING ACTIVITIES:

CODE OF CONDUCT

1. PERFORMING THE WORK

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

The expert must:

- (a) supporting POSIDON technical monitoring supervisor/monitoring team (composed by Area Science Park and TECNALIA) in PCP phase 1, 2, 3 in the monitoring of interim milestone(s)/deliverable(s), as well as phase 2 lab prototype demonstration and phase 3 field testing activities the action implementation in a confidential and fair way, in accordance with the applicable rules;
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;
- (c) follow the instructions and time-schedule given by the *[POSIDON partner entering the contract]*.

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

1.3 If a person or entity involved in the action approaches the expert before or during the monitoring except the Area Science Park and Tecnalia staff, s/he must immediately inform the *[POSIDON partner entering the contract]*.

2. IMPARTIALITY

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

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



- (i) was involved in the preparation of the POSIDON PCP R&D PROPOSALS;
- (ii) is a director, trustee or partner or is in any way involved in the management of a POSIDON PCP bidder;
- (iii) is employed or contracted by one of POSIDON PCP bidder;
- (iv) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the POSIDON PCP bidder;
- (v) has (or has had) a relationship of scientific rivalry or professional hostility with a POSIDON PCP bidder;

In this case, the expert must be excluded from giving his/her technical support to POSIDON technical monitoring supervisor/monitoring activities.

However, in exceptional and duly justified cases, the POSIDON technical monitoring supervisor/monitoring team may decide to nevertheless invite the expert to give his/her technical advise, if:

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

The following situations **may be** considered as **conflict of interest** — if the *[POSIDON partner entering the contract]*, in view of the objective circumstances, the available information and the potential risks:

- (a) employment of the expert by one of the POSIDON bidders (or linked third parties or other third parties involved in the action) in the last three years;
- (b) involvement of the expert in a contract, grant or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with a linked third party or other third party involved in the in the last three years;
- (c) any other situation that could cast doubt on his/her ability to monitor the deliverables, as well as phase 2 lab prototype demonstration and phase 3 field testing activities impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the *[POSIDON partner entering the contract]* may decide to exclude the expert from the monitoring of the action concerned and, if necessary, to replace him/her and have the redone.

2.2 The expert will be required to confirm — for each deliverable s/he is monitoring — that there is no conflict of interest, by signing a declaration.



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

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

3. CONFIDENTIALITY

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

Unless otherwise agreed with the responsible of *[POSIDON partner entering the contract]* staff, s/he may use confidential information only to implement the Contract.

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

- (f) not disclose (directly or indirectly) any confidential information relating to *POSIDON PCP bidders proposals*;
- (g) not discuss *POSIDON PCP bidders proposals and/or POSIDON PCP information* with others (including other experts or *POSIDON partner entering the contract and/or [EU Commission]/[EU Agency- EACI]* staff that are not directly involved in the POSIDON technical awarding commission for the evaluation of r&d proposals ;
- (h) not disclose:
 - details on the PCP procedure;
 - details on his/her position/advice;
 - the names of other participants in POSIDON PCP monitoring and/or other experts.
- (i) not communicate with POSIDON bidders or other possible stakeholder or other entities/organizations etc.

If the *[POSIDON partner entering the contract]* 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 collaboration for POSIDON project (if so instructed).



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

- (a) may not remove from the premises any documents, material or information relating to the POSIDON PCP or to the monitoring activities (e.g. reports, deliverables scientific advise, copies or notes);
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the monitoring (if so instructed).

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

- (a) must respect the general rules for using such sources;
- (b) may not contact third parties, without prior written approval of the *[POSIDON partner entering the contract]*.

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

- *[POSIDON partner entering the contract]* agrees to release the expert from the confidentiality obligations;
- the confidential information becomes public through other channels;
- disclosure of the confidential information is required by law.

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



MONITORS:

ANNEX 2

TERMS OF REFERENCE

Table of content

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

