

EXPERT CONTRACT

Universal Evaluator Contract

Contract Number: 2020-X0X

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

- (1) **EIT Health InnoStars e.V.**, an association having its registered seat at Garching b. München Germany, 85748, Lichtenbergstr. 2a, with tax registration number DE308252541, legally represented herein by Balázs Fürjes, acting as managing director;

- hereinafter referred to as "**InnoStars**" or the "**Contracting Party**" -

and

- (2) Family name:

First name:

ID Number:

Official address:

Street, No:

Town / city:

Postcode:

Country:

Email address:

Phone:

- hereinafter referred to as the "**Expert**" -

- (1) and (2) hereinafter the "**Parties**" and each a "**Party**" -

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

The Contract is composed of:

- Terms and Conditions
- Annex 1: Code of Conduct
- Annex 2: Remuneration and Number of Days for Remote Evaluation

1. SUBJECT OF THE CONTRACT

This Contract sets out the rights and obligations, terms and conditions that apply to the services to be rendered by the Expert to InnoStars.

2. TASKS TO BE ACCOMPLISHED

- A. The Expert shall participate in the evaluation of proposals submitted to InnoStars. In doing so, the Expert will comply with the guidelines from the Contracting Party. This includes especially to comply with the Contracting Party's allocation of proposals to the Experts. Besides the number of proposals and their content, the Contracting Party defines the kind of evaluation the Expert will participate in (remote evaluation (B) or board evaluation (C)).

This Contract covers all EIT Health Calls and their evaluations starting from the date of signature till termination of this Contract. Thus, if the Expert is selected for additional evaluations in the following years, no additional contract is required.

- B. **Remote evaluation:** The first review will be carried out remotely, and includes reading and analysis of the proposals. The Expert provides adequate scoring on each proposal, each score consisting of a completed scorecard and questionnaire of the Expert's evaluation (to be filled out via Optimy online tool).

3. WORKING ARRANGEMENTS

- A. The Expert may not under any circumstances start working before the date on which this Contract enters into force.
- B. The indicative planning for accomplishing the tasks are as follows:

Remote Evaluations for proposals

30 March 2020: deadline for submission of proposals

20 April - 8 May 2020: Remote evaluation

8 May 2020: deadline for the Experts to complete the remote evaluation and submit evaluation reports.

4. FEES

- A. The fees are *inclusive* of any taxes (e.g. Value Added Tax, VAT) which the Expert will need to apply due to applicable tax regulations in their location.

- B. Remote evaluation:** The Expert is entitled to a remuneration of € 40 for the evaluation of one applicant. The Business Creation Manager will specify the number of proposals to be completed per day.

5. PERFORMANCE OF THE CONTRACT

- A.** The Expert shall perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law. The Expert shall do so fully, within the set deadlines and to the highest professional standards.
- B.** The Expert shall, in particular, ensure compliance with:
- the Code of Conduct (see Annex 1);
 - applicable national tax and social security law
- C.** The terms and conditions of this Contract do not constitute an employment agreement with the contracting party.
- D.** If the Expert cannot fulfil his/her obligations, s/he shall immediately inform the Contracting Party.

6. RECORDS AND SUPPORTING DOCUMENTATION

- A.** The Expert shall keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting Party's request.
- B.** The Expert shall keep all records and supporting documentation for two years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Expert must keep the records and supporting documents until these procedures end.

7. REQUEST FOR PAYMENT

- A.** The Expert shall make a request for payment to obtain their fees. To do this, the Expert shall submit the request for payment as an invoice and include a breakdown of the days / hours worked as well as the ID numbers of the assessed proposals. A template for this will be provided by the Contracting Party. Payment can only be made by InnoStars to a bank account in the Expert's own name. No payments are possible to any other bank account (i.e. to bank account in another person's name).
- B.** The request for payment must be submitted within 30 days after the last evaluation has taken place.

- C. The Expert shall include the bank account for payment in the payment request.

8. PAYMENTS

- A. The Contracting Party will make payments within 30 calendar days of receiving the completed payment request.
- B. Payments are subject to the Contracting Party's approval of deliverable(s) or report(s), and of the payment request.
- C. Payments will be made in euros, and will be made to the bank account specified by the Expert in the payment request.
- D. The Contracting Party's payments are deemed to be carried out on the date on which its account is debited.

9. PROCESSING OF PERSONAL DATA

The Parties will process all personal data according to the applicable law on the processing of personal data.

10. INTELLECTUAL PROPERTY

Expert acknowledges and agrees that all documents produced by the Expert, including but not limited to memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for the Contracting Party, shall be the property of the Contracting Party, and Expert shall retain no ownership, interest, or rights therein.

11. TERMINATION OF THE CONTRACT

The Contract can be terminated by both Parties with a prior written notice of one month.

12. LIABILITY FOR DAMAGES

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

13. FORCE MAJEURE

- A. A force majeure must be immediately and formally notified by either Party to the other Party.

- B. The Party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

14. APPLICABLE LAW AND DISPUTE SETTLEMENT

- A. This contract shall be governed by and construed in accordance with the laws of the country or state in which the InnoStars ordering entity is located, as applicable.

15. ENTRY INTO FORCE

- A. This contract has been drawn up in two (2) identical originals, of which the Parties each have taken one.
- B. The Contract enters into force on the day on which the last Party signs.

16. SIGNATURES

Expert's full name

Balázs Fürjes, Managing Director

Date:

Date:

ANNEX 1 – CODE OF CONDUCT FOR AN EXPERT ASSISTING WITH EVALUATION OF EIT HEALTH PROPOSALS

1. PERFORMANCE OF THE CONTRACT

- A.** The Expert works independently, in a personal capacity and not on behalf of any organisation.
- B.** The Expert shall:
 - a) carry out his/her work in a confidential and fair way
 - b) assist the Contracting Party to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - c) follow any instructions and time-schedules given by the Contracting Party and deliver consistently high quality work.
- C.** The Expert may not delegate another person to carry out the work or be replaced by any other person.

2. OBLIGATIONS OF IMPARTIALITY

- A.** The Expert shall perform his/her work impartially. To this end, the Expert is required to:
 - a) inform the Contracting Party of any conflicts of interest arising in the course of their work
 - b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration form.
- B.** Definition of the conflict of interest: a conflict of interest exists if an Expert:
 - a) has any vested interests in relation to the questions upon which s/he is asked to give advice
 - b) their organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
 - c) was involved in the preparation of the proposal
 - d) stands to benefit directly or indirectly if the proposal is accepted
 - e) has a close family or personal relationship with any person representing an applicant legal entity
 - f) is a director, trustee or partner or is in any way involved in the management of an applicant legal entity
 - g) is employed or contracted by one of the applicants' legal entities or any named subcontractors
 - h) is in any other situation that compromises their ability to carry out their work impartially.
- C.** In the following situations, the Contracting Party will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks. When an Expert:
 - a) was employed by one of the applicant legal entities in the last three years

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

D. Consequences of a situation of conflict of interest:

- a) If a conflict of interest is reported by the Expert or established by the Contracting Party, the Expert must not carry out the work
- b) If a conflict becomes apparent in the course of his/her work, the Expert must inform immediately the Contracting Party. If a conflict is confirmed, the Expert must stop carrying out their work. If necessary, the Expert will be replaced.

E. If it is revealed in the course of their work that an Expert has knowingly concealed a conflict of interest, the Expert will be immediately excluded, and sanctions will apply (see Sections 11, 12, 13 and 14 of the Contract). Any work already carried out by the Expert will be declared null.

3. OBLIGATIONS OF CONFIDENTIALITY

- A.** The Contracting Party and the Expert shall treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
- B.** The Expert undertakes to observe strict confidentiality in relation to their work. To this end, the Expert shall not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the Contracting Party.
- C.** In particular, the Expert:
 - a) shall not discuss his/her work with others, including other experts or contracting party staff not directly involved in their work
 - b) shall not disclose:
 - any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations under the Contract without prior written approval of the Contracting Party
 - his/her advice to the Contracting Party on their work to any other person (including colleagues, students, etc.)
- D.** If material/documents/reports/deliverables are made available either on paper or electronically to the Expert who then works from their own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent

and for returning, erasing or destroying all confidential documents or files upon completing their work as instructed.

- E.** If the Expert seeks further information (for example through the internet, specialised databases, etc.) to complete their work, he/she:
 - a) shall respect the overall rules for confidentiality for obtaining such information
 - b) shall not contact third parties without prior written approval of the Contracting Party.

- F.** These confidentiality obligations are binding on the Contracting Party and the Expert during the performance of the Contract and for five years starting from the date of the last payment made to the Expert unless:
 - a) the contracting party agrees to release the Expert from the confidentiality obligations earlier
 - b) the confidential information becomes public through other channels
 - c) disclosure of the confidential information is required by law.

ANNEX 2 – REMUNERATION AND NUMBER OF DAYS FOR REMOTE EVALUATION

1. EVALUATION TIME

The expected time to read and evaluate the proposals is expected to take 1-3 days, depending on the number of proposals.

2. REMUNERATION

- A. For a proposal to be included in the calculation of the fees:
- a) the Contracting Party shall have allocated the proposal to the Expert
 - b) the Expert shall accept the proposal
 - c) the Expert shall have evaluated the proposal remotely
 - d) the Expert shall have submitted the score for each proposal and within the required time schedule.

Important: Claims for reimbursement based on this Annex 2 shall be sent in a single payment request.