**Annex 6**

to the State Research Programme

“Education”

Regulations for the Second Open Call for Proposals

**Service Contract for Scientific Evaluation**

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_/\_\_\_/202\_/

Riga

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| **The Latvian Council of Science**, represented by its director ------ on the basis of Cabinet Regulation No. 408 of 30 June 2020, Regulations of the Latvian Council of Science, (hereinafter – the Council), of the one part,  **The Expert: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter – the Expert), of the other part,  (hereinafter both jointly referred to as the Parties and each individually as the Party),  conclude the following contract (hereinafter – the Contract): |
| **1.**  **Subject of the Contract**  The Council hereby assigns, whereas the Expert undertakes, on the basis of his or her scientific qualifications and experience in the field of science of the project proposal, to carry out scientific evaluation of the project proposals specified in Annex 1 “List of Projects” to the Contract (hereinafter – the List of Projects) and submitted within the scope of the Open Call for Proposals of the State Research Programme ”Education” (hereinafter – the Open Call) within the scope of the following works (hereinafter – the Works):  1.1. prepare an **individual evaluation** of the expert for each project proposals included in the List of Projects (hereinafter – the Evaluation) and submit the Evaluation to the Council via the National Scientific Activity Information System (hereinafter – the Information System);  1.2. prepare, coordinate with other experts, a **consolidated evaluation** of experts for the project proposals (hereinafter – the Consolidated Evaluation) and submit the Consolidated Evaluation to the Council through the Information System if the Expert is the contractor for the Consolidated Evaluation;  1.3. reach agreement on the Consolidated Evaluation before submission thereof to the Information System.  **2.**  **Commitments of the Expert**  2.1. The Expert shall prepare the **Evaluation** for the project proposals specified in the List of Projects and the **Consolidated Evaluation** (if applicable) in conformity with:  2.1.1. Annex 2 “Methodology for the Preparation and Submission of the Project Proposal, Mid-term Scientific Report and Final Scientific Report of the Project” to the Contract (hereinafter – the Methodology);  2.1.2. the presentation of the Council on the use of the Information System;  2.1.3. the electronic instructions provided by the Council.  2.2. The Expert has the obligation to carry out thorough **Evaluation** and **Consolidated Evaluation** (if applicable), with reasoning for the given evaluation and in conformity with general international peer review best practices and in compliance with the provisions laid down in Sub-clause 2.1 of the Contract.  2.3. The Expert is not entitled to assign the obligations under the Contract to third parties without the consent of the Council.  2.4. The Expert shall carry out the **Evaluation** and the **Consolidated Evaluation** in person, by means his or her own resources, information technology equipment, and other necessary resources.  2.5. The Expert shall be accessible at all times during the term of the Contract via the e-mail address specified in the details of the Contract.  2.6. The Expert shall transfer to the Council all proprietary rights of the author in respect of the **Evaluation** and the **Consolidated Evaluation** (if applicable).  2.7. The Expert shall:  2.7.1. submit the **Evaluation**, confirming it in the Information System by **\_\_\_ \_\_\_\_\_\_\_\_\_ 202\_\_;**  2.7.2. prepare, agree, and submit, as provided for in Sub-clause 1.2 of the Contract, or agree as provided for in Sub-clause 1.3 of the Contract, the **Consolidated Evaluation** of the project proposal in the Information System by **\_\_\_** **\_\_\_\_\_\_\_\_\_\_** **202\_\_**.  2.8. If the Council establishes that the **Evaluation/Consolidated Evaluation** submitted in the Information System in accordance with Clause 2.1 of the Contract does not comply with the Methodology, the Council shall, within 3 (three) working days following the date of submission of the Evaluation/Consolidated Evaluation in the Information System, inform the Expert by electronic mail of the non-compliance with the Methodology established by the Council, and the Expert undertakes to remedy the deficiencies in the Evaluation/Consolidated Evaluation **and to resubmit the Evaluation/Consolidated Evaluation** in the Information System within 3 (three) working days following the date of receipt of the aforementioned information.  2.9. By signing the Contract, the Expert agrees that his or her personal data specified in the details of the Contract are used for the payment of the remuneration and also for gathering statistics upon conclusion of the Open Call (country of residence, age, and gender of the Expert).  2.10. The Expert shall inform the Council immediately, but not later than within two working days, of any circumstances which make it difficult or impossible to carry out the activities stipulated in Clause 1 of the Contract.  2.11. By signing the Contract, the Expert certifies that the Expert holds a PhD degree.  **3.**  **Commitments of the Council**  3.1. During the term of the Contract, the Council shall provide access for the Expert to the project proposals specified in the List of Projects, the Methodology, the presentation of the Council regarding the use of the Information System, and also the presentation regarding the Open Call for Proposals.  3.2. The Council has the right to give instructions to the Expert with regard to the performance of the subject of the Contract in accordance with the Methodology and the Contract.  3.3. The Council has the right to transfer the **Consolidated Evaluation**, without disclosing the identity of the Expert, to the respective project applicant and also to the members of the Implementation and Monitoring Commission of the Programme “Education”.  **4.**  **Payments**  4.1. The lump sum payment for the service, i.e. High-quality and timely preparation and submission of the Evaluation and Consolidated Evaluation (in accordance with the terms of the Contract and the List of Projects) shall be as follows: [Subject] **EUR ([..] *euro*s [..] cents)**, including taxes stipulated in the laws and regulations of the Republic of Latvia [Title] **EUR**, amount for payment [Status], **EUR** (hereinafter – the service fee).  4.2. After reaching agreement on or validation of the **Evaluation/Consolidated Evaluation** in the Information System and in the case provided for in Sub-clause 2.8 of the Contract, the Council shall, within 3 (three) working days, verify the quality of the **Evaluation/Consolidated Evaluation** and the compliance thereof with the Methodology. If the **Evaluation/Consolidated Evaluation** is satisfactory, the Council shall approve it and the **Evaluation/Consolidated Evaluation** is to be regarded as accepted, thus acknowledging the full and timely fulfilment of the obligations undertaken by the Expert in accordance with the Contract.  4.3. The Council shall transfer the service fee in a lump sum to the current account of the Expert specified in the Contract within 30 (thirty) days following the date of the quality check of the **Evaluation/Consolidated Evaluation** referred to in Clause 4.2 of the Contract (provided that the Contract is signed by secure electronic signature[[1]](#footnote-1), or the Council has received the signed Contract in paper form).  4.4. The Council has the right to reduce or refuse the payment of the service fee if the Expert fails to perform the Works laid down in Clause 1 and/or the obligations laid down in Clause 2 of the Contract without objective justification. In such case, the Council shall draw up an appropriate report on the non-fulfilment of contractual obligations and send the report by e-mail to the Expert.  4.5. The Council has the right to impose a penalty of 100% of the service fee on the Expert if the Expert fails to comply with the confidentiality requirements laid down in Clause 7 of the Contract and in Annex 3 “Declaration of Absence of Conflict of Interest and Maintenance of Confidentiality” (hereinafter – the Declaration) to the Contract.  4.6. The Council shall pay the taxes applicable to the service fee as laid down in the laws and regulations of the Republic of Latvia.  4.7. The Expert shall cover the expenses unrelated the performance of the Contract at his or her own expense.  **5.**  **Duration of the Contract**  The Contract shall come into force on the date of mutual signing thereof and shall remain in effect until complete fulfilment of the obligations under the Contract.  **6.**  **Conflict of Interest**  Prior to commencing performance of the Contract, the Expert shall sign the Declaration attached as Annex 3 to the Contract, undertaking not to disclose information to third parties, and acknowledging that he or she has not engaged in any activity that would interfere with the impartial preparation of the **Evaluation** and the **Consolidated Evaluation**. The Expert shall upload the signed Declaration in the Information System as instructed by the Council.  **7.**  **Confidentiality**  The Expert undertakes to maintain the secrecy of all data and information relating to the performance of the Contract and/or the **Evaluation** and/or the **Consolidated Evaluation**.  **8.**  **Dispute Resolution**  Any disputes arising in connection with the performance of the Contract shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement through negotiations, disputes are settled in accordance with the procedure laid down in the laws and regulations of the Republic of Latvia.  **9.**  **Closing Provisions**  9.1. The Contract has been drawn up and is signed in Latvian and English on 4 (four) pages, with 5 (five) Annexes, in 2 (two) copies with equal legal force, one copy for each Party.  9.2. The Annexes to the Contract are attached as Annex 1: List of Projects, Annex 2: Methodology and Certification, Annex 3: Information System Security Policy, Annex 4: Terms and Conditions of Use of the Information System, which shall form an integral part of the Contract and shall be sent by the Council to the Expert by electronic mail.  9.3. The Expert shall sign and send two authentic paper copies of the Contract to the Council, which shall sign the Contract and send one copy to the Expert. At the same time, the Expert shall send a signed and scanned copy of the Contract to the Council by e-mail: <pasts@lzp.gov.lv> and to the responsible project secretary – the Senior Expert of the Council: \_\_\_\_\_\_\_. If the Contract is signed by secure electronic signature, the Expert shall send the electronically signed Contract to the Council by e-mail: <pasts@lzp.gov.lv> and the responsible project secretary – the Senior Expert of the Council to the following e-mail address: \_\_\_\_\_\_. The Contract shall enter into force on the date of mutual signing thereof by both Parties. |

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| **The Council:** | **The Expert:** |
| Reg. No. 90000048222  Address: Smilšu iela 8, Riga, LV-1050  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank: TREASURY  Bank code:TRELLV22  Account number: LV30TREL2150172011000 | Date of birth:  ID Card No./Passport No.:  Date of issue:  Address [street], [number],  City or place:  Postal code:  Country:  Personal identity number/Identification number of the country of residence/Taxpayer identification number:  E-mail address:  Bank code:  Account No./IBAN:  SWIFT/BIC: |
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1. Contracts signed using an electronic signature shall be verified using the European Commission’s tool [https://webgate.ec.europa.eu/tl-browser/#/search/file/1](#/search/file/1) [↑](#footnote-ref-1)