**Annex 6**

to the National Research Programme

"Development of research identified in the

 Biodiversity Priority Actions Programme"

Regulations of the open tender for project applications

**Service Agreement on the Performance of the Expert Examination**

No \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Riga

|  |
| --- |
| **Latvian Council of Science**, represented by its director------ based on the Cabinet Regulation No. 408 of 30 June 2020, Regulations of the Latvian Council of Science, (hereinafter – the Council), the party of the one part,**Expert: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter - the Expert), the party of the other part, (both jointly the Parties), enter into the following agreement (the Agreement): |
| **Clause 1****Subject of the Agreement**The Council commissions, and the Expert, based on their scientific qualifications and experience in the scientific field of the project application, carries out scientific expert assessment for the project applications specified in Annex 1 “List of Projects” (hereinafter referred to as the List of Projects) to the Agreement in the open call for project applications (hereinafter referred to as the Tender) of the National Research Programme “Development of research identified in the Biodiversity Priority Actions Programme” within the framework of the following works (hereinafter referred to as the Works):1.1 prepares an **individual expert assessment** for each project application listed in the List of Projects (the Assessment) and submits it to the Council via the Information System for National Scientific Activities (the Information System);1.2 prepares, coordinates with the other experts, a **consolidated expert assessment** of the project application (the Consolidated Assessment) and submits it to the Council through the Information System if the Expert is the contractor for the Consolidated Assessment;1.3 coordinates the Consolidated Assessment before it is submitted to the Information System.**Clause 2****Commitments of the Expert**2.1 The Expert prepares an **Assessment** for the List of Projects and a **Consolidated Assessment** (if applicable**)** for the project applications in conformity with:2.1.1 Annex 2 “Methodology for the preparation and submission of the project application, mid-term scientific report of the project, and final scientific report of the project (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 obligation of the Expert is to carry out the **Assessment** and the **Consolidated Assessment** (if applicable) in detail, with reasoning for the given evaluation and in conformity with general international peer review best practices and in compliance with that laid down in Sub-clause 2.1 of the Agreement.2.3 The Expert is not entitled to assign the obligations under the Agreement to third parties without the consent of the Council.2.4 The Expert carries out the **Assessment** and the **Consolidated Assessment** personally, with their own means, information technology equipment and other necessary resources.2.5 The Expert is reachable at all times during the term of the Contract by the e-mail address specified in the Agreement details.2.6 The Expert transfers to the Council all proprietary rights of the author for the **Assessment** and the **Consolidated Assessment** (if applicable).2.7 Expert:2.7.1 submits the **Assessment**, confirming it in the Information System by **202\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_;**2.7.2shall prepare, agree and submit, as provided for in Sub-clause 1.2 of the Agreement, or agree as provided for in Sub-clause 1.3 of the Agreement, the **Consolidated Evaluation** of the project application in the information systemby **\_\_ \_\_\_\_\_\_\_\_\_\_ 202\_**2.8 If the Council finds that the **Assessment/Consolidated Assessment** submitted to the Information System under Clause 2.1 of the Agreement does not comply with the Methodology, within 3 (three) working days from the day on which the Evaluation/Consolidated Assessment is submitted to the Information System, the Council informs the Expert by electronic mail of the non-compliance with the Methodology detected by the Council, andthe Expert undertakes to remedy the deficiencies in the **Assessment/Consolidated Assessment** **and to resubmit the Assessment/Consolidated Assessment** in theInformation System within 3 (three) working days from the day of receipt of the abovementioned information.2.9 By signing the Agreement, the Expert agrees that their personal data as specified in the details section of the Agreement will be used for the payment of the Royalty as well as for the compilation of post-competition statistics (country of residence, age and gender of the Expert).2.10 The Expert informs 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 set out in Clause 1 of the Agreement. 2.11 By signing the Agreement, the Expert certifies that the Expert holds a PhD degree.**Clause 3****Commitments of the Council**3.1 During the term of the Agreement, the Council provides the Expert with access to the project applications listed in the List of Projects, the Methodology, the guidelines of the Council for the use of the Information System and the presentation on the tender. 3.2 The Council has the right to give instructions to the Expert on the performance of the subject matter of the Agreement in accordance with the Methodology and the Agreement. 3.3 The Council has the right to transmit the **Consolidated Assessment**, without disclosing the identity of the expert, to the project applicant concerned.**Clause 4****Payments**4.1 The lump sum royalty for the performance of the Work in the manner and within the time specified in Clause 2.7 of the Agreement, subject to Clause 4.2 of the Agreement, shall be [Subject] **EUR ([...] EUR [...] cents)**, including taxes laid down by the laws and regulations of the Republic of Latvia in the amount of[Title] **EUR**, amount to be paid [Status], **EUR** (hereinafter - the Royalty). 4.2 After the **Assessment/Consolidated Assessment** has been reconciled or confirmed in the Information System, and in the case of Sub-clause 2.8 of the Agreement, the Council, within 3 (three) working days, verifies the quality of the **Assessment/Consolidated Assessment** and its compliance with the Methodology. If the Assessment/Consolidated **Assessment** is satisfactory, the Council approves it and the Assessment/Consolidated **Assessment** is accepted, thereby acknowledging the full and timely performance of the obligations of the Agreement by the Expert. 4.3 The Royalty shall be paid by the Council in a lump sum to the Expert’s current bank account specified in the Agreement within 30 (thirty) days of the date of the quality check of the Evaluation/**Consolidated Evaluation** referred to in Clause 4.2 of the Agreement (provided that the Agreement is signed by secure electronic signature[[1]](#footnote-1), or a signed hard copy of the Agreement is received by the Council).4.4 The Council shall reduce or waive the payment of the Royalty if the Expert fails to perform the Works laid down in Clause 1 and/or the obligations laid down in Clause 2 of the Agreement without objective justification. In such a case, the Council prepares an appropriate Statement of Determination of Default and sends it by e-mail to the Expert.4.5 The Council shall have the right to impose a penalty of 100% of the Royalty on the Expert if the Expert fails to comply with the confidentiality requirements laid down in Clause 7 of the Agreement and in Annex 3 “Statement on Absence of Conflict of Interest and Respect of Confidentiality” (hereinafter - the Certification) to the Agreement.4.6 The Council shall pay the taxes applicable to the royalties as laid down in the laws and regulations of the Republic of Latvia. 4.7 The Expert covers the expenses not connected with the performance of the Agreement out of their personal funds.**Clause 5****Term of the Agreement**The Agreement comes into effect on the date of its mutual signature and remains in effect until the obligations under the Agreement have been completely fulfilled. **Clause 6****Conflict of Interest**Before commencing performance of the Agreement, the Expert signs the Certification attached as Annex 3 to the Agreement, undertaking not to disclose information to third parties, and confirms that they have not engaged in any activity that would interfere with the impartial preparation of the **Assessment** and the **Consolidated Assessment**. The Expert uploads the signed Certification into the Information System as directed by the Council.**Clause 7****Confidentiality**The Expert undertakes to maintain the secrecy of all data and information relating to the performance of the Agreement and/or the **Assessment** and/or the **Consolidated Assessment**. **Clause 8****Dispute Resolution**Any disputes arising in connection with the performance of the Agreement are 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.**Clause 9****Final Rules**9.1 The Agreement is prepared and signed in Latvian and English on 4 (four) pages, with 3 (three) Annexes, in 2 (two) copies with equal legal force, one copy for each Party.9.2 The Annexes to the Agreement are the List of Projects, the Methodology and the Certification, which shall form an integral part of the Contract.  |

|  |  |
| --- | --- |
| **The Council:** | **Contractor** |
| Reg. No. 90000048222Address: Smilšu Street 8, Riga, LV–1050Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank: TREASURY Bank code:TRELLV22Account number: LV30TREL2150172011000 | Date of birth: ID Card No/Passport No : Date of issue:Address [street], [number]City or place: Postal code:Country:Personal Identification Number/Identification Number of the Country of Residence/Taxpayer Identification Number:Email address:Bank code: Account No.:  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. Agreements with an electronic signature will be verified using the European Commission’s tool [https://webgate.ec.europa.eu/tl-browser/#/search/file/1](#/search/file/1) [↑](#footnote-ref-1)