**Annex 6**

National Research Programme “Analysis of the suitability of artificial intelligence methods for

European Union Fund projects"

Regulations of the open tender for project applications

**Service contract on scientific assessment**

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

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Riga

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| **Latvian Council of Science**, represented by its director\_\_\_\_\_\_\_\_\_\_\_ based on the Cabinet Regulation No. 408 “Regulations of the Latvian Council of Science” of 30 June 2020 (hereinafter referred to as - the Council), on the one part,  **Expert: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter – the Expert), of the other part,  (both jointly the Parties),  conclude the following contract (hereinafter – the Contract): |
| **Clause 1**  **Subject of the Contract**  The Council commissions, and the Expert, based on their scientific qualifications and experience in the scientific field stated in the project application form or in an additional scientific field,  carries out scientific expertise for the programme ”Analysis of the suitability of the artificial intellect methods for European Union Funds projects” project specified in Annex 1 “List of Projects” (hereinafter - the List of Projects) to the Agreement in the tender for project applications (hereinafter – the Tender) of the national research programme within the framework of the following works (hereinafter - 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 (hereinafter referred to as the Consolidated Assessment) and submits it to the Council through the Information System if the Expert is the preparer of the Consolidated Assessment;  **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, the final scientific report of the project” (the Methodology);  2.1.2 The guidelines of the Council on the use of the Information System;  2.1.3 The Council's electronic presentation of the call for proposals.  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 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 submits the **Assessment**, confirming it in the Information System by **202\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_;**  2.7.2prepare, 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 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 Contract 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, and  the 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 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 for services and also for gathering statistics upon conclusion of the Tender (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 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 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 Assessment**, without disclosing the identity of the Expert, to the respective applicant and also to the members of the Implementation and Supervision Commission of the programme “Analysis of the suitability of the artificial intellect methods.  for European Union Fund projects".  **4**  **Payments**  4.1 The lump sum service fee for the preparation and submission of a high quality, timely **Assessment** and **Consolidated Assessment** (in accordance with the terms of the Contract and the List of Projects) is as follows [Subject] **EUR ([...] EUR [...] cents)**, including taxes stipulated in the laws and regulations of the Republic of Latvia in the amount of **EUR** [Title], amount for payment **EUR** [Status] (hereinafter – the service fee).  4.2 After the **Assessment/Consolidated Assessment** approved in the Information System, and in the case of Sub-clause 2.8 of the Contract, the Council, within 3 (three) working days, verifies the quality of the **Assessment/Consolidated Assessment and its compliance 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 Service Fee shall be paid by the Council in a lump sum to the Expert's bank current account specified in the Contract within 30 (thirty) days of the date of the quality check of **the Assessment/Consolidated Assessment** referred to in Sub-Clause 4.2 of the Contract.  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 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. The contract is signed by secure electronic signature[[1]](#footnote-1), or a signed paper contract has been received by the Council).  **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 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.  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](mailto: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](mailto:pasts@lzp.gov.lv) and the responsible project secretary – the Senior Expert of the Council to the following e-mail address: .  9.4 The Contract shall enter into force on the date when it has been signed by the last Party. |

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| **The Council:** | **Contractor** |
| Reg. No. 90000048222  Address: Smilšu Street 8, Riga, LV-1050  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TREASURY  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.: |
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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)