**Annex 6**

to the regulation of the 2023–2026 project application open tender of the National Research programme

“‘Latvian Culture: a Resource for National Development’

**Expert examination agreement**

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

\_\_\_ \_\_\_\_\_\_\_ 202\_

Riga

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| **The Latvian Council of Science,** represented by its [Manager], acting on the basis of Cabinet Regulation 408 ‘Regulations of the Latvian Council of Science’ of 30 June 2020 (‘Council’),  **Expert: Ineta Kurzemniece** (‘Expert’), (collectively referred to as the ‘Parties’),  hereby conclude the following agreement (‘Agreement’): |
| **Section 1**  **Scope**  The Council commissions the Expert, and the Expert, based on their scientific qualifications and experience in the scientific field of the project application, undertakes to:  perform the scientific expert examination of the project applications submitted in the open tender of the National Research Programme ‘Letonika: Fostering a Latvian and European Society’ (‘tender’) [Category] as part of the following activities (‘Activities’), as specified in Annex 1 ‘List of Projects’ to the Agreement:  1.1. prepare an **individual expert assessment** for each project application listed in the Project List (‘Assessment’) and submit it to the Council via the National Research Information System (‘information system’);  1.2. prepare and coordinate with the other experts a **consolidated expert assessment** of the project application (‘Consolidated Assessment’) and submit it to the Council via the information system if the Expert is the party preparing the Consolidated Assessment;  1.3. gets approvals for the Consolidated Assessment before its submission to the information system.  **Section 2**  **Expert duties**  2.1. The Expert prepares the **Assessment** for the project applications in the Project List and the **Consolidated Assessment** (if applicable**)** ensuring high quality, in accordance with:  2.1.1. Annex 2 ‘Methodology for the preparation and submission of the project application, mid-term scientific report of the project, final scientific report of the project and financial statement of the project’ (‘Methodology’) to the Agreement;  2.1.2. Council presentation about the use of the information system;  2.1.3. The Council’s electronic instructions.  2.2 The Expert performs the **Assessment** and the **Consolidated Assessment** (if applicable) in detail, providing explanations for the assessment given and in accordance with general international best practices for peer review and in compliance with the provisions of Section 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 performs the **Assessment** and the **Consolidated Assessment** personally, using their own means, information technology equipment, and other necessary resources.  2.5. The Expert must be contactable at all times during this Agreement via the e-mail address specified in the Agreement details.  2.6. The Expert assigns to the Council all copyright over the **Assessment** and the **Consolidated Assessment** (if applicable).  2.7. Expert:  2.7.1 Submits the **Assessment,** approving it in the information system before **\_\_ \_\_\_\_\_\_\_ \_202\_;**  2.7.2. The Expert prepares, approves, and submits, as provided for in Section 1.2 of the Agreement, or approves as provided for in Section 1.3 of the Agreement, the **Consolidated Assessment** of the project application in the information system by **\_\_ \_\_\_\_\_\_ \_202\_\_**  2.8. If the Council finds that the **Assessment/Consolidated Assessment** submitted to the information system in accordance with Section 2.1 of the Agreement does not comply with the Methodology, then within 3 (three) business days after the date on which the Assessment/Consolidated Assessment is submitted to the information system, it informs the Expert by e-mail of the Council’s discovery of such non-compliance with the Methodology, and  the Expert undertakes to remedy the deficiencies in **the Assessment/Consolidated Assessment and to resubmit the Assessment/Consolidated Assessment** in the information system within 3 (three) business days from the date of receipt of this information.  2.9. Signing the Agreement, the Expert accepts that their personal data as specified in the details section of this Agreement will be used for the payment of the Fee and for the preparation of post-tender statistics (country of residence, age, and gender of the Expert).  2.10. The Expert undertakes to inform the Council immediately, but no later than two business days, of any circumstances that make it difficult or impossible to perform the activities set in Section 1 of the Agreement.  2.11. Signing this Agreement, the Expert certifies that the Expert holds a doctoral degree.  **Section 3**  **Council duties**  3.1. During this Agreement, the Council provides the Expert with access to the project applications listed in the Project List, the Methodology, the Council’s guidelines for the use of the information system and the presentation about the tender.  3.2. The Council may give instructions to the Expert on the performance of the scope of the Agreement in accordance with the Methodology and the Agreement.  3.3. The Council may transmit the **Consolidated Assessment**, without disclosing the identity of the expert, to the project applicant in question.  **Section 4**  **Fees**  4.1. The one-time royalty for the performance of the Work in the manner and within the time set in Section 2.7 of the Agreement, subject to Section 4.2 of the Agreement, is **[...] euros, [...] cents** (**EUR**  [Subject]), incl. taxes as established by the laws and regulations of the Republic of Latvia, in the amount of **EUR** [Title], total amount for payment: **EUR** [Status](‘Fee’).  4.2. After the Assessment/**Consolidated Assessment** is approved or confirmed in the information system, and in the case of Section 2.8 of the Agreement, the Council verifies the quality and compliance of the Assessment/**Consolidated Assessment** with the Methodology within 3 (three) business days. If the Assessment/**Consolidated Assessment** is satisfactory, it is approved by the Council, and the Assessment/**Consolidated Assessment** is accepted, thereby acknowledging the full performance of the obligations of the Agreement by the Expert.  4.3. The fee is paid by the Council as a one-time payment to the bank current specified by the Expert account within 30 (thirty) days after the date of the check of the quality of the Assessment/**Consolidated Assessment** referred to in Section 4.2 of the Agreement (provided that the Agreement is signed by a secure electronic signature [[1]](#footnote-1)or a signed hard copy of the Agreement is received by the Council).  4.4. The Council reduces or withholds the payment of the Fee if the Expert fails to perform the Work specified in Section 1 of the Agreement and/or the duties specified in Section 2 of the Agreement without reasonable justification. In such a case, the Council prepares an appropriate Statement of Non-performance of the Agreement and sends it via e-mail to the Expert.  4.5. The Council may impose on the Expert a fine equal to 100% of the Fee if the Expert fails to comply with the confidentiality requirements set in Section 7 of the Agreement and in Annex 3 ‘Declaration of absence of conflict of interest and respect for confidentiality’ (‘Declaration’) to the Agreement.  4.6. The Council pays the taxes applicable to the royalty as provided for by the laws and regulations of the Republic of Latvia.  4.7. Expenses not associated with the performance of the Agreement are covered by the Expert out of their personal funds.  **Section 5**  **Duration**  This Agreement takes effect once signed by both the Parties and remains in effect until the complete fulfilment of the duties under it.  **Section 6**  **Conflict of interest**  Before performing the Agreement, the Expert signs the statement attached as Annex 3 to the Agreement, undertaking not to disclose information to third parties and declaring that they have not engaged in any activity that would interfere with the unbiased preparation of the **Assessment** and the **Consolidated Assessment.** The signed statement is uploaded by the Expert to the information system, as instructed by the Council.  **Section 7**  **Confidentiality**  The Expert undertakes to keep all data and information related to the performance of the Agreement and/or the **Assessment** and/or the **Consolidated Assessment** confidential.  **Section 8**  **Dispute resolution**  Any disputes arising in connection with the performance of the Agreement are settled through negotiations between the Parties. If the Parties fail to reach an agreement through negotiations, the dispute is settled in accordance with the procedure established in the laws and regulations of the Republic of Latvia.  **Section 9**  **Miscellaneous**  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 include: the Project List, the Methodology, and the Declaration, which form an integral part of the Agreement. |

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| **Council** | **Contractor** |
| Reg. No: 90000048222  Address: Smilšu iela 8, Riga, LV-1050  Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank: STATE TREASURY  Bank code: TRELLV22  Account number: LV30TREL2150172011000 | Date of birth:  ID Card No/Passport No:  Issued on:  Address [street], [number]  City or location:  Postal code:  Country:  Personal identity number/Country of residence identification number/taxpayer identification number:  E-mail address:  Bank code:  Account No: |
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1. Agreements with an electronic signature are verified using the European Commission’s tool <https://webgate.ec.europa.eu/tl-browser/#/search/file/1> [↑](#footnote-ref-1)