**Annex 6**

to the regulations of the open tender of the National Research programme

“Education”

**Agreement on the Performance of the Expert-examination**

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

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

Riga

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| **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,  (hereinafter both together - the Parties),  enter into the following Agreement (hereinafter - the Agreement): |
| **Clause 1.**  **Subject of the Agreement**  The Council commissions, and the Expert based on his scientific qualifications and experience in the scientific field of the project application,  carries out scientific expertise for the programme ”Education” 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 evaluation**  of an expert for each project application listed in the List of Projects (hereinafter - the Evaluation) and submits it to the Council via the National Information System for Scientific Activities (hereinafter - the Information System);  1.2. prepares, coordinates with the other Experts, a **consolidated evaluation** of experts of the project application (hereinafter- the Consolidated Evaluation) and submit it to the Council through the Information System, if the Expert is the contractor for the Consolidated Evaluation;  1.3. coordinates the Consolidated Evaluation before it is submitted to the Information System.  **Clause 2.**  **Commitments of the Expert**  2.1. The Expert shall prepare an **Evaluation** for the List of Projects and a **Consolidated Evaluation** (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 **Evaluation** and the **Consolidated Evaluation** (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 shall not be entitled to assign the obligations under the Agreement to third parties without the consent of the Council.  2.4. The Expert shall carry out the **Evaluation** and the **Consolidated Evaluation** personally, with his/her own means, information technology equipment and other necessary resources.  2.5. The Expert shall be reachable at all times during the term of the Contract by the e-mail address specified in the Agreement details.  2.6. The Expert shall assign to the Council all proprietary rights of the author for the **Evaluation** and the **Consolidated Evaluation** (if applicable).  2.7. Expert:  2.7.1 shall submit the **Evaluation** confirming it in the Information System by **\_\_ \_\_\_\_\_\_\_\_\_ 202\_;**  2.7.2.shall prepare, agree and submit, as provided for in Sub-clause 1.2 of the Agreement, or agree as provided for in Sub-clause1.3 of the Agreement, the **Consolidated Evaluation** of the project application in the information systemby **\_\_ \_\_\_\_\_\_\_\_\_\_ 202\_**  2.8. If the Council finds that the **Evaluation/Consolidated Evaluation** submitted to the Information System in accordance with Clause 2.1 of the Agreement does not comply with the Methodology, it shall, within 3 (three) working days from the day on which the Evaluation/Consolidated Evaluation is submitted to the Information System, inform the Expert by electronic mail of the finding of non-compliance with the Methodology detected by the Council and  the Expert undertakes to remedy the deficiencies in the **Evaluation/Consolidated Evaluation**  **and to resubmit the Evaluation/Consolidated Evaluation** 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 his/her 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 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 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 shall provide 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 Call for Proposals.  3.2. The Council shall have 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 Evaluation**, 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 **Evaluation/Consolidated Evaluation** has been reconciled or confirmed in the Information System, and in the case of Sub-clause 2.8 of the Agreement, the Council shall, within 3 (three) working days, verify the quality of the **Evaluation/Consolidated Evaluation** and its compliance with the Methodology. If the Evaluation/Consolidated **Evaluation** is satisfactory, the Council shall approve it and the Evaluation/Consolidated **Evaluation** shall be 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 shall prepare an appropriate Statement of Determination of Default and send 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. Expenses not connected with the performance of the Agreement shall be borne by the Expert out of his personal funds.  **Clause 5.**  **Term of the Agreement**  The Agreement shall come into effect on the date of its mutual signature and shall remain in effect until the obligations under the Agreement have been fulfilled in full.  **Clause 6.**  **Conflict of Interest**  Before commencing performance of the Agreement, the Expert shall sign the Certification attached as Annex 3 to the Agreement, undertaking not to disclose information to third parties and certifying that he/she has not engaged in any activity that would interfere with the objective preparation of the **Evaluation** and the **Consolidated Evaluation**. The signed Certification shall be uploaded by the Expert into the Information System as directed by the Council.  **Clause 7.**  **Confidentiality**  The Expert shall undertake to keep confidential all data and information relating to the performance of the Agreement and/or the **Evaluation** and/or the **Consolidated Evaluation**.  **Clause 8.**  **Dispute Resolution**  Any disputes arising in connection with the performance of the Agreement shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement through negotiations, disputes shall be 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. |

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| **The Council:** | **Contractor** |
| Reg. No. 90000048222.  Address: Smilšu iela 8, Rīga, LV–1050  Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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 Identification Number/Identification Number of the Country of Residence/Taxpayer Identification Number:  Email address:  Bank code:  Account No.: |
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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)