EXPERT CONTRACT

NUMBER [insert number]

This contract ('the **Contract**') is **between** the following parties:

on the one part,

F6S Network Ireland Limited (F6S), established in 77 Camden Street Lower, Dublin, Dublin 2, D02 XE80, Ireland, PIC number: 900885658, represented for the purposes of signing the Contract by Nuno Varandas, Head of F6S Innovation Services, hereinafter referred as the 'contractor'.

and

on the other part,

[Forename] [Surname], VAT number: [insert VAT number], official address: [insert Street/Number/P.O. Box, Post code, Town/city, Country], ID/Passport number: [insert number], email address: [insert email], hereinafter referred as the 'expert'.

The parties referred to above have agreed to enter into the Contract under the terms and conditions below.

By signing the Contract, the expert confirms that s/he has read, understood and accepted the Contract and all the obligations and conditions it sets out (including in particular the code of conduct set out in Annex 1).

This Contract is composed of:

- Terms and conditions
- Annex 1 Code of conduct ('the **Code of Conduct**')
- Annex 2 Declaration of honour on exclusion criteria and absence of conflict of interest

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE CONTRACT

This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between the contractor and the expert appointed to assist the contractor with tasks in the context of managing the [Project name] project that has received funding from the European Union under Grant Agreement No.101139172.

CHAPTER 2 WORK TO BE PROVIDED

ARTICLE 2 — TASKS TO BE ACCOMPLISHED — REPORTS AND DELIVERABLES

2.1 The expert must assist the contractor with the evaluation of the proposals submitted in response to the following call for proposals:

- 6G-PATH Open Call #1

This involves, in particular, the following tasks:

- **reading and analysing** the background information (especially the proposal(s), the call terms and conditions, and the briefing material)
- participating in the expert **briefing(s)** (meeting(s) or webcast briefing(s))
- participating in evaluation **meeting(s)** and **hearing(s)** (if any) and
- drafting and submitting the **evaluation report(s)** for the evaluated proposal(s) (and other **deliverable(s)**, if any).

The precise scope of the work will be determined by the contractor and the responsible 6G-PATH staff and may include other specific tasks, such as rapporteur.

All work must be done remotely.

2.2 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17) and reject the fees (see Article 14).

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ARTICLE 3 — WORKING ARRANGEMENTS — STARTING DATE — PLANNING AND DEADLINES — MAXIMUM WORKING DAYS

3.1 The work set out in Article 2 will **start** at the earliest on the date of entry into force of the Contract (see Article 23) and will finish at the latest on 15 January 2025, unless otherwise communicated..

3.2 The **work** set out in Article 2 is **planned** as follows:

- **meeting(s):**
  - remote briefing:
    - ➢ on 29 November 2024 (*tentatively*), [the remote briefing will be recorded to share its content with experts not able to join the briefing]
  - remote consensus meeting:
    - ➢ on 18-20 December 2024 (*tentatively*).
- **remote work:**
  - remote evaluation, done on the F6S platform between 2 December 2024 and 13 December 2024.
- **report(s) and deliverable(s):**
  - individual evaluation report(s) (ESRs): to be completed by 6G-PATH and validated by the expert at the latest on 15 January 2025 (*tentatively*).

The timing and deadlines set out in this Article is subject to confirmation by the 6G-PATH staff and may be subject to changes.

3.3 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5, and in particular reject the fees, allowances and expenses (see Article 14).

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CHAPTER 3 FEES

ARTICLE 4 — FEES

4.1 The expert is entitled to the following fee(s):

- for the **work planned** as set out in Chapter 3.2, EUR 50.00 **per evaluated proposal**.
- the expert agrees that if s/he does not get any proposal for evaluation, s/he will not have any financial claims towards the contractor.
- for remote work:
    - the fee can be claimed only for proposal(s)actually evaluated;
    - tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the contractor;
    - proposal(s) may be counted for individual evaluation only if the individual evaluation report was submitted in time (i.e. normally before the start of the consensus meeting)
    - proposal(s) may be counted for participation in remote discussion only if:
        - ➢ the moderator specifically requested the expert's involvement in the remote consensus;
        - ➢ the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur;
        - ➢ the expert participated in the remote discussion relating to the proposal or to the draft consensus report
    - proposal(s) may be counted for full remote consensus only if:
        - ➢ the moderator specifically requested the expert's involvement in the remote consensus;
        - ➢ the expert submitted written comments, scores and opinions for the draft consensus report or acted as rapporteur;
        - ➢ the expert participated in the remote discussion relating to the proposal or to the draft consensus report;
        - ➢ the remote evaluation is finalised and a full consensus has been achieved remotely
    - proposal(s) may be counted for consensus group rapporteur tasks only if:
        - ➢ the moderator specifically requested a remote drafting of the consensus report;
        - ➢ the rapporteur drafted a good-quality consensus report on the basis of the comments, scores and opinions of all individual evaluators, within the deadlines set;

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The **total amount** due will be calculated:

- for meeting(s) and remote work: on the basis of the number proposals evaluated,

as declared by the expert and approved by the contractor.

The fee(s) must be claimed in a single payment request (see Article 8) at the end of the evaluation and upon delivery of the work (see Article 3.2).

4.2 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5, and in particular reject the fees (see Article 14).

ARTICLE 5 — NON-REFUNDABLE EXPENSES

5.1 Expenses will not be reimbursed, in particular:

- expenses incurred for purchasing equipment or other material needed by the expert to accomplish his/her tasks;
- reckless or excessive expenses;
- taxes;
- currency exchange losses.

5.2 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5, and in particular reject the allowances and expenses (see Article 14).

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 6 — GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE CONTRACTOR

6.1 The expert must perform the Contract in compliance with all its provisions and legal obligations under applicable EU, international and national law.

The expert must, in particular:

- implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:
  - the Code of Conduct (see Annex 1);
- ensure compliance with applicable national tax and social security law.

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S/he must implement the Contract fully, timely (i.e. within the deadlines set by the contractor) and to the highest professional standards.

The Contract does not constitute an employment agreement with the contractor.

6.2 The expert must immediately inform the contractor, if s/he cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.

6.3 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5.

ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

7.1 The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked and the remote tasks carried out.
S/he must make them available upon request or in the context of checks, audits or investigations (see Article 12).

The expert must keep all records and supporting documentation for five years starting from the date of the end of the 6G-PATH project (prospectively, keep all records until 31 December 2031). If there are ongoing checks, audits, investigations, appeals, litigation or pursuit of claims, the expert must keep the records and supporting documents until these procedures end.

7.2 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5.

ARTICLE 8 — REQUEST FOR PAYMENT

8.1 The expert must submit a request for payment within 30 days after the end of the evaluation.

The request for payment must contain all the necessary information and supporting documents for the contractor to process the payment (i.e. depending on the type of payment requested: number of days worked, number of evaluated proposals).

For payments linked to a report, the expert may not submit a payment claim before having submitted the report.

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8.2 The expert must specify in the request the bank account to be used for making the payment.

8.3 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5.

ARTICLE 9 — PAYMENTS

9.1 Unless Article 13 applies, the contractor will make payments within 30 days from receiving the request for payment (see Article 8).

9.2 Payments are subject to the contractor's **approval** of the report(s), and of the request(s) for payment. Approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

9.3 Payments will be made in **euros**.

9.4 Payments will be made to the bank account specified by the expert in the request for payment (see Article 8.2).

9.5 The contractor's payments are deemed to be carried out on the date on which its account is debited.

Suspension of the payment deadline (see Article 13) will not be considered as late payment.

ARTICLE 10 — OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

The contractor obtains full ownership of the results produced under the Contract (including copyright and other intellectual or industrial property rights).

The contractor obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the contractor. Such delivery and approval are considered to constitute an effective assignment of rights.

This transfer of rights is free of charge.

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ARTICLE 11 — PROCESSING OF PERSONAL DATA

11.1 Processing of personal data by the contractor

Any personal data under the Contract will be processed by the contractor under Regulation (EC) No 45/200123 and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of the contractor.

Such data will be processed by the 'data controller' of the contractor for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of the EU (including checks, reviews audits and investigations; see Article 12).

The expert's personal data will not be disclosed to the applicants of the evaluated proposal(s). The expert's name will however be published, together with his/her area of expertise, on the call evaluation process report sent to the European Commission.

The expert has the right to access and correct his/her personal data. For this purpose, s/he must send any queries about the processing of his/her personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the contractor websites. The expert also has the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

11.2 Processing of personal data by the expert

The expert may process personal data under the Contract only under the supervision of and on instructions from the data controller of the contractor (see above). The expert must put in place appropriate technical and organisational security measures to address data processing risks and in particular:

- prevent any unauthorised person from accessing computer systems that process personal data, and especially:
    - unauthorised reading, copying, alteration or removal of storage media;
    - unauthorised data input, disclosure, alteration or deletion of stored personal data;
    - unauthorised use of data-processing systems by means of data transmission facilities;
- ensure that access to personal data is limited to persons with special access rights;
- ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- design his/her organisational structure in a way that meets data protection requirements.

11.3 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5.

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ARTICLE 12 — CHECKS, AUDITS AND INVESTIGATIONS

12.1 The contractor and the European Commission may — during the implementation of the Contract or afterwards — carry out **checks and audits** to verify the proper implementation of the work (including reports and deliverables) under the Contract and whether the expert has met all his/her obligations.

Checks and audits may be started **up to five years after the end of the 6G-PATH project** (prospectively, until 31 December 2031).

The contractor and the European Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).

The expert must provide — within the deadline requested — any information (including reports already submitted) to verify compliance with the Contract.

For **on-the-spot visits**, the expert must allow access to sites and premises where the work under the Contract is or was performed.

12.2 Under Regulation No 883/201327 and Regulation No 2185/9628 (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out **investigations**, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

12.3 Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/201229, the **European Court of Auditors** (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

12.4 Findings in checks, audits or investigations may lead to the rejection of fees (see Article 14) and recovery of undue amounts (see Article 15).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

12.5 If the expert breaches any of his/her obligations under this Article, the contractor may apply the measures set out in Chapter 5.

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CHAPTER 5 BREACH OF CONTRACT

ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE

13.1 The contractor may — at any moment — suspend the payment deadline (see Article 9.1), if a request for payment cannot be approved because:

a. it does not comply with the provisions of the Contract (see Article 8);
b. the report(s) have not been submitted or are not complete or additional work or information is needed, or
c. there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.

13.2 In this case, the contractor must formally notify the expert, via email, of the suspension and the reasons why.

The suspension **takes effect** on the day the notification is sent by the contractor (see Article 20).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the contractor to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to missing supporting documents or information (see Article 8) and the requested document or information is not submitted within the deadline set by the contractor (despite a reminder), the contractor may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 14).

If the payment deadline has been suspended due to non-compliance of reports and the revised reports or payment request is not submitted within the deadline set by the contractor (or was submitted but is also rejected), the contractor may also terminate the Contract (see Article 17).

ARTICLE 14 — REJECTION OF FEES

14.1 The contractor may reject (part of) the requested fee(s) if:

a. they do not fulfil the conditions set out in Article 4 or 5
b. if the expert has committed:
    i. substantial errors, irregularities or fraud or
    ii. serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1).

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14.2 The contractor must formally notify the expert of the rejection, the amounts and the reasons why. The expert may — within 30 days of receiving notification — formally notify the contractor of its disagreement and the reasons why.

ARTICLE 15 — RECOVERY OF UNDUE AMOUNTS

15.1 The contractor may recover any amount that was paid to the expert but is not due under the Contract.

15.2 The contractor will notify the expert, via email, of its intention to recover the reasons why and invite him/her to submit observations within 30 days of receiving notification.

If no observations are submitted or the contractor decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered by formally notifying a debit note to the expert. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the contractor may recover the amount:

a. by taking legal action (see Article 23).

Bank charges incurred in the recovery process will be borne by the expert.

ARTICLE 16 — SUSPENSION OF THE CONTRACT

16.1 The contractor may suspend implementation of the Contract or any part of it, if:

a. the expert is not able to fulfil his/her obligations to carry out the work required (see Article 6)
b. the expert has committed or is suspected of having committed:
    i. substantial errors, irregularities or fraud or
    ii. serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).

16.2 The contractor will formally **notify** the expert, via email, of the suspension of the Contract and the reasons why.

The suspension will **take effect** on the date the notification is sent by the contractor.

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It will be **lifted** if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be amended to adapt it to the new situation (see Article 22).

If resuming implementation of the Contract is not possible, the contractor may decide to terminate it (see Article 17.1).

ARTICLE 17 — TERMINATION OF THE CONTRACT

17.1 Termination of the Contract by the contractor

17.1.1 The contractor may terminate the Contract, if:

a. the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 6);
b. the expert has committed:
    i. substantial errors, irregularities or fraud or
    ii. serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1);
c. the expert has been found guilty of grave professional misconduct, proven by any means;
d. the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
e. the contractor deems that the tasks assigned to the expert under the Contract are no longer needed.

The contractor may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 16.2 and 19.2).

17.1.2 The contractor must formally notify the expert, via email, of its **intention** to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification.

If no observations are submitted or the contractor decides to pursue termination despite the observations it has received, it will formally notify **confirmation** of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.

The termination will take effect on the day after the notification of the confirmation is sent by the contractor.

17.2 Termination of the Contract by the expert

17.2.1 The expert may terminate the Contract, if s/he is not able to fulfil his/her obligation to implement the work required (see Article 6).

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17.2.2 The expert must formally notify termination to the contractor, via email, stating:

- the reasons why and
- the date the termination will take effect. This date must be at least 15 days after the notification.

If no reasons are given or if the contractor considers that the reasons do not justify termination, the Contract will be considered to have been '**terminated improperly**' (which may lead to the rejection of fees, see Article 14).

The termination will **take effect** on the date specified in the notification.

17.3 Effects

If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 8).

Only fees for days worked and remote tasks carried out until termination takes effect may be claimed.

ARTICLE 18 — LIABILITY FOR DAMAGES

18.1 Liability of the contractor

The contractor cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of wilful misconduct or gross negligence.

18.2 Liability of the expert

Except in case of force majeure (see Article 19), the expert must compensate the contractor for any damage sustained as a result of the implementation of the Contract, or because the work was not implemented in full compliance with the Contract.

Thus, the contractor may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.

ARTICLE 19 — FORCE MAJEURE

19.1 'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Contract;
- was unforeseeable, exceptional and beyond the parties' control;
- was not due to error or negligence on their part, and
- proves to be inevitable in spite of exercising due diligence.

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The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

19.2 Any situation of force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 20 — COMMUNICATION BETWEEN THE PARTIES

20.1 Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must:

- be made in writing, via email;
- bear the Contract number.

20.2 Communications by e-mail are considered to have been made when they are sent by the sending party to the address set out below, unless the sending party receives a message of non-delivery.

Contractor email: opencall@6gpath.eu
Expert email: [insert functional mailbox or other e-mail address]

ARTICLE 21 — AMENDMENTS TO THE CONTRACT

21.1 The Agreement may be amended in justified cases unless the amendment entails changes to the Contract which would call into question the procedure to select the expert.

Amendments may be requested by any of the parties.

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The expert may not start any new work before the amendment takes effect.

21.2 The party requesting an amendment must submit to the other party, via email, the requested amendment (together with the reasons why).

If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both parties. If it does not agree, it must formally notify its disagreement within the same deadline.

An amendment **enters into force** on the day of the last signature.

The amendment **takes effect** on the date of entry into force or a future date agreed by the parties.

ARTICLE 22 — APPLICABLE LAW AND DISPUTE SETTLEMENT

22.1 The Contract is governed by EU law and is supplemented, where necessary, by the law of Ireland.

22.2 Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before the courts of Dublin, Ireland.

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ARTICLE 23 — ENTRY INTO FORCE OF THE CONTRACT

The Contract will enter into force on the day of its signature by the contractor.

SIGNATURES

Expert: [Expert name]	For the contractor: [Name of the contractor's representative]

Done in [place] on [day/month/year]	Done in [place] on [day/month/year]

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ANNEX 1 - CODE OF CONDUCT

1. PERFORMING THE WORK

1.1 The expert must work independently, in a personal capacity and not on behalf of any organisation.

1.2 The expert must:

a. evaluate each proposal in a confidential and fair way, in accordance with the 6G-PATH Open Call #1 [Guidelines for Applicants];
b. perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;
c. follow the instructions and time-schedule given by the contractor and the responsible 6G-PATH staff.

1.3 The expert may not delegate the work to another person or be replaced by another person.

1.4 If a person or entity involved in a proposal approaches the expert before or during the evaluation, s/he must immediately inform the contractor.

1.5 The expert may not be (or become) involved in any of the actions resulting from the proposal(s) that s/he evaluated (at any stage of the procedure, including for multiple-stage calls).

2. IMPARTIALITY

2.1 The expert must perform his/her work impartially and take all measures to prevent any situation where the impartial and objective implementation of the work is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’).

The following situations will automatically be considered as **conflict of interest**:

a. **for a proposal s/he is requested to evaluate**, if s/he:
    i. was involved in the preparation of the proposal;
    ii. is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action);
    iii. is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action);

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iv. has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of the proposal s/he is requested to evaluate as an additional reviewer from another panel (cross-panel or cross-domain proposal);
v. has (or has had during the last five years) a scientific collaboration with the principal investigator of the proposal;
vi. has (or has had) a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal;
vii. has (or has had), a mentor/mentee relationship with the principal investigator of the proposal.

In this case, the expert must be excluded from the evaluation of the proposal concerned and may not take part in any discussion or scoring of the proposal and must leave the room or the electronic forum when it is discussed ('out of the room' rule). Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the proposal concerned must be re-evaluated.

However, in exceptional and duly justified cases, the responsible 6G-PATH staff may decide to nevertheless invite the expert to take part in the evaluation, if:

- the expert works in a different department/laboratory/institute from the one where the action is to be carried out and
- the departments/laboratories/institutes within the organisation concerned operate with a high degree of autonomy and
- the participation is justified by the requirement to appoint the best available experts and by the limited size of the pool of qualified experts.

In this case, the other experts in the group of evaluators will be informed about the situation of the expert.

b. for ALL proposals under the call in question, if s/he:
i. is a National Contact Point (NCP) or is working for the Enterprise Europe Network (EEN);
ii. is a member of an EU programme committee;
iii. has submitted a proposal as a principal investigator or a team member, under the same call;
iv. has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of any proposal submitted to his/her panel.

In this case, the expert must be excluded from the evaluation of the call concerned. Part(s) of an evaluation to which the expert already participated must be declared void. Comments and scores

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already given must be discounted. If necessary, the expert must be replaced and the proposals concerned must be re-evaluated.

The following situations **may be** considered as **conflict of interest** if the responsible 6G-PATH staff so decides in view of the objective circumstances, the available information and the potential risks:

a. employment of the expert by one of the applicants (or linked third parties or other third parties involved in the action) in the last three years;
b. involvement of the expert in a contract, grant, prize or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant, a linked third party or another third party involved in the action in the last three years;
c. any other situation that could cast doubt on his/her ability to participate in the evaluation impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the responsible 6G-PATH staff may decide to exclude the expert from the evaluation (and on the scope, i.e. only for the proposal concerned or also for competing proposals or the entire call) and, if necessary, to replace him/her and organise a re-evaluation.

2.2 The expert will be required to **confirm** — for each proposal s/he is evaluating — that there is no conflict of interest. If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the responsible 6G-PATH staff and stop working until further instructions.

2.3 If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the contractor may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

3. CONFIDENTIALITY

3.1 During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract ('**confidential information**').

Unless otherwise agreed with the responsible 6G-PATH staff, s/he may use confidential information only to implement the Contract.

The expert must keep his/her work under the Contract strictly confidential, and in particular:

a. not disclose (directly or indirectly) any confidential information relating to proposals or applicants, without prior written approval by the contractor;
b. not discuss proposal(s) with others (including other experts or 6G-PATH staff that are not directly involved in the evaluation of the proposal(s)), except during evaluation meetings and with prior approval by the responsible 6G-PATH staff;

TEMPLATE

c. not disclose:
    - details on the evaluation process or its outcome, without prior written approval by the contractor;
    - details on his/her position/advice;
    - the names of other experts participating in the evaluation.
d. not communicate with applicants (including linked third parties or other third parties involved in the actions) nor with the principal investigators or potential team members or persons linked to them during the evaluation or afterwards — except in panel hearings or interviews.

If the contractor or 6G-PATH staff makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for his/her evaluation, s/he:

a. must respect the general rules for using such sources;
b. may not contact third parties, without prior written approval by the contractor.

The confidentiality obligations **no longer apply** if:

- the contractor agrees to release the expert from the confidentiality obligations;
- the confidential information becomes public through other channels;
- disclosure of the confidential information is required by law.

3.2 If the expert breaches any of his/her obligations under Point 3.1, the contractor may apply the measures set out in Chapter 5.

TEMPLATE

ANNEX 2 - DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

TEMPLATE

The undersigned expert in her/his own name:

1. Declares that s/he is not in one of the following situations:
   a. Is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
   b. S/he or persons having powers of representation, decision making or control over have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata.
   c. Has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organisations.
   d. Is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
   e. S/he or persons having powers of representation, decision making or control over have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests.

2. Declares that s/he:
   a. Is not subject to a conflict of interest as per Article 2 of Annex 1 of the Expert Contract (Code of Conduct).
   b. Has not made false declarations in supplying the information required as a condition of being eligible as Evaluator for the assessment of the proposals received under 6G-PATH Open Call #1 or does not fail to supply this information.
   c. Is not in one of the situations of exclusion, referred to in the abovementioned point 1.

First and last name: ID/Passport number: Done in [location], [day,month,year]	Signature: