



Contract for External Evaluators

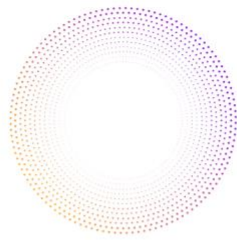
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TEMPLATE



Contracting parties

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

On the one part:

F6S NETWORK IRELAND LIMITED (F6S), established in 39 Fitzwilliam Place, Dublin 2 D02 ND61, Ireland, VAT Number IE3629141FH, represented for the purposes of signing the Contract by Nuno VARANDAS, acting as an agent of F6S with powers delegated, hereinafter referred to as the "Contractor".

On the other part:

[Full Name of the Expert], with VAT Number [xxxxxxx], home address [full address, post code, city, country], with Passport Number [passport number], hereinafter referred as the "Evaluator".

The Contracting Parties have agreed to enter this Contract under the terms and conditions below.

By signing this Contract, the Evaluator confirms that she/he has read, understood, and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1 and the provisions set out in Annex 2, which form an integral part of this Contract.

The Contract is composed by the following documents:

- Annex 1: Code of Conduct.
- Annex 2: Declaration of honour on exclusion criteria and absence of conflict of interest.

General Provisions

The European Commission (hereinafter referred as the "EC") and the Contractor, as a member of the consortium, have signed the Grant Agreement no. 951911 for the implementation of the project "AI4Media - A European Excellence Centre for Media, Society and Democracy" (Acronym: AI4Media) within the framework of the European Union's Horizon 2020 Research and Innovation Programme.

The Contractor, following the selection procedure, has chosen the Evaluator to be part of the evaluation team of AI4Media.

This Contract sets out the rights and obligations applying to the Evaluator and the Contractor for the purpose of evaluating the proposals submitted to AI4Media under the AI4Media – Open Call #2 in 2022.



Article 1 – Entry into Force of the Contract and Termination

This Contract shall enter into force on the day of its signature by the Contracting Party. The termination of the Contract will be subject to the terms and conditions set out in Article 10.

Article 2 – Tasks of the Evaluator

The Evaluator must participate in the evaluation of the proposals submitted in response to the AI4Media – Open Call #2.

The call was launched on 29 September 2022 with a closing date of 30 November 2022. More information and the open call material can be found on: <https://www.ai4media.eu/open-call-2/>.

The evaluation will take place remotely and the schedule will be as follows:

- Experts' onboarding and briefing, on 9 December 2022 at 11h00 CET (Brussels time).
- Individual evaluation, including remote evaluation of the proposals and provision of evaluation reports, between 12 December 2022 to 23 December 2022.
- Consensus meeting to discuss evaluated proposals, on 5-6 January 2023 from 10h00 – 18h00 CET (as required).
- Provision of updated evaluation reports resulting from consensus meeting by 9 January 2023 (17h00 CET)
- Online interviews with a selection of applicants, on 17-19 January 2023 from 10h00 – 18h00 CET (as required).
- Provision of final evaluation reports from interviews, on 20 January 2022, by 17h00 CET.

The briefing conference call will be recorded to share with experts not able to participate. The date and time of the consensus conference call may be changed based on the availability of evaluators. The consensus meeting may be needed only in case the evaluators have shown significantly different opinions.

The work in supporting AI4Media will be reimbursed based on the number of proposals reviewed, with each proposal corresponding to a value of €50.00. This includes the evaluation of the proposal, the writing of an individual evaluation report, participation in consensus meeting and interviews, and any updates to the evaluation reports.

Article 3 – Performance of the Contract

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

The Evaluator must do so fully, within the set deadlines and to the highest professional standards.

The Evaluator must ensure compliance with:

- The Code of Conduct (see Annex 1).
- The terms and conditions of this Contract do not constitute an employment agreement with the Contractor.

In the event the Evaluator cannot fulfil their obligations, s/he must immediately inform the Contractor.



Article 4 – Keeping Records and Supporting Documentation

The Evaluator must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly. These must be available for review upon the Contractor's request. The Contractor and the EC are entitled to analyse the evidence to determine whether the Contract has been duly performed.

The Evaluator must keep all records and supporting documentation for five years starting from the date of the end of AI4Media (prospectively, keep all records until August 2029. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Evaluator must keep the records and supporting documents until these procedures end.

Article 5 – Price of the Contract and Payments

Article 5.1. Price

The Evaluator will send a request for payment with the amount based on the number of working proposals. All the taxes and other costs related to the evaluation process go to the expenses of the evaluators.

Article 5.2. Payments Schedule

The payment to the total gross amount will be paid after receiving of the complete documentation for payment. Payments are subject to the Contractor's approval of report(s), and of the payment request(s).

Approval does not mean recognition of compliance, authenticity, completeness, or correctness of content.

Article 5.3. Request for Payment

The Evaluator must make a request for payment to obtain their fees.

To do this, the Evaluator shall issue the payment request using the template provided by the AI4Media consortium.

The payment request shall be denominated in Euros (EUR) and the payments will be made by bank transfer 30 days from receipt of the payment request, provided that the payment requirements are met.

All the payment requests shall include:

- Concept: [Name of the evaluator/Company] – Evaluator for AI4Media – Open Call #2
- Recipient:
 - F6S Network Ireland Limited
 - 39 Fitzwilliam Place, Dublin 2 D02 ND61
 - Ireland
 - VAT Number: IE3629141FH
- The Amount requested:



- VAT number of the organisation (if applicable):
- Name of the account holder to which the transfer is to be made:
- IBAN:

The Contracting authority can ask additional documentation if needed for the payment realization.

The evaluator agrees that if he does not get any proposal for evaluation, he will not have any financial claims towards the Contractor.

The Contractor accepts no responsibility for delays in payments incurred by failure of the Evaluator to provide any of the above information a payment request submitted.

The Evaluator will be liable for all bank charges incurred due to incomplete information they might provide.

Article 6 – Confidentiality

Article 6.1. Principles

Regarding all information of whatever nature or form that is disclosed to the Evaluator in the framework of the Contract and identified in writing as confidential, the terms of this Article shall apply.

Article 6.2. Obligations

The Evaluator agrees that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and understands that:

- It will not, during the term of the Project and for a period of five (5) years from the expiration date of the Contract; use any such information for any purpose other than in accordance with the terms of the Contract.
- It will, during the term of the Contract and for a period of five (5) years from the expiration date of the Contract, treat the same as (and to procure that the same be kept) confidential provided always that such agreement and undertaking shall not extend to any information which the Evaluator can show:
 - was, at the time of disclosure to the Evaluator, published or otherwise generally available to the public, or
 - has, after disclosure to the Evaluator, been published or become generally available to the public otherwise than through any act or omission on the part of the Evaluator, or
 - was already in the possession of the Evaluator, without any restrictions on disclosure, at the time of disclosure to the Evaluator, or
 - was rightfully acquired from others without any undertaking of confidentiality; or
 - is subsequently independently developed by the Evaluator without use of the information provided by the Contractor.

In case of breach of the confidential rules hereinabove set, the Evaluator will remain solely liable towards possible claims.



Article 7 – Check, Audits and Investigations

The EC may, during the implementation of the action or afterwards, carry out checks and audits to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the Evaluator is meeting their obligations.

It may do so throughout the Contract's validity and up to five years starting from the date of the end of AI4Media (prospectively, until August 2029). The Evaluator must provide - within the deadline requested - any information and data in addition to reports already submitted. The Evaluator must allow access to sites and premises on which the tasks specified in this Contract are performed.

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

Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses, or recovery of undue amounts.

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

Article 8 – Processing of Personal Data

Article 8.1 Processing of personal data by AI4Media

Any personal data under the Contract will be processed by AI4Media under Regulation (EC) No 45/200123 and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of AI4Media.

Such data will be processed by the 'data controller' of AI4Media for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of the EU or Euratom (including checks, reviews audits and investigations).

The expert's personal data will not be disclosed to the applicants of the evaluated application(s). The expert's may [however] be published, together with his/her area of expertise on the AI4Media website, in accordance with Article 40(5) of the Rules for Participation Regulation No 1290/2013.

Moreover, the expert's personal data may be given to the EC, persons or bodies responsible for monitoring the proper application of EU law (including the EU or Euratom financial interests), and to external persons or bodies involved in the implementation of the AI4Media – Open Call #2.

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 AI4Media website. The expert also has the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

Article 8.2 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 AI4Media (see above). The expert must put in place appropriate technical and organisational security measures to address data processing risks and in particular:

- a. prevent any unauthorised person from accessing computer systems that process personal data, and especially:



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

Article 8.3 Breaching of personal data protection obligations

If the expert breaches any of his/her obligations under this Article, AI4Media may apply the measures set out in Articles 9-11.

Article 9 – Effects of Breaching Contractual Obligations

Article 9.1. Suspension of the Payment Deadline

1. The Contractor may at any point suspend the payment deadline if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The Contractor must formally notify the Evaluator of the suspension and the reasons for it.
3. The suspension takes effect on the date the notification is sent by the Contractor.
4. If the condition for suspending the payment deadline as referred to above is no longer met, the suspension will be lifted - and the remaining period will resume.
5. If the suspension exceeds two months, the Evaluator may ask the Contractor if the suspension will continue.
6. If the payment deadline has been suspended due to the non-compliance of the reports (see Article 3) and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the Contracting Party may also terminate the Contract (see Article 10).

Article 9.2. Reduction or Rejection of Fees

1. The Contractor may reject (parts of) the fees if they do not fulfil the conditions set out in Article 4.
2. The Contractor may reduce the fee if the Evaluator is in breach of any of their other obligations under the Contract (including the obligations set out in the Code of Conduct).
3. The Contractor must formally notify the Evaluator of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.
4. If the Contractor does not accept these observations, it will formally notify confirmation of the rejection or reduction.



Article 10 – Suspension of the Contract

1. The Contractor may suspend implementation of the Contract or any part of it, if the Evaluator is not able to fulfil their obligation to carry out the work required.
2. The Contractor must formally notify the Evaluator of its intention, include the reasons why and invite him/her to submit any observations within seven days of receiving notification.
3. If the Contractor does not accept these observations, it will formally notify confirmation of the suspension.
4. The suspension will take effect on the date the notification is sent by the Contractor.
5. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted, and implementation may be resumed. The Contractor will formally notify the Evaluator if the suspension is lifted and the Contract will be amended if necessary (see Article 14), unless it has been terminated (see Article 11).

Article 11 – Termination of the Contract

1. The Contractor may at any moment terminate the Contract if the Evaluator:
 - a. is not performing their tasks or is performing them poorly; or
 - b. has committed substantial errors, irregularities, or fraud, or is in serious breach of their obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The Contractor must formally notify the Evaluator of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification. If the Contractor does not accept these observations, it will formally notify confirmation of the termination.
3. The termination will take effect on the date the notification is sent by the Contractor.
4. The Evaluator may at any moment terminate the Contract if s/he is not able to fulfil their obligations in carrying out the work required.
5. The Evaluator must formally notify the Contractor and include the reasons why by giving 15 days' notice.
6. The termination will take effect on the date the Contractor will formally notify confirmation of the termination.
7. Only fees for days worked before termination may be paid.
8. The Evaluator must submit the payment request for the tasks already executed on the date of termination within 30 days from the date of termination.
9. On termination of the Contract, the Contractor may hire another Evaluator to carry out or finish the work. It may claim from the Evaluator all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.



Article 12 – Liability for Damages

The Contractor cannot be held liable for any damage caused or sustained by the Evaluator during or because of performing the Contract, except in the event of the Contractor's wilful misconduct or gross negligence.

Article 13 – Force Majeure

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 or on the part of third parties involved in implementing the action, and
 - proves to be inevitable despite exercising due diligence.
2. A force majeure must be immediately and formally notified to the other Party. Notification must include details of the situation's nature, likely duration and expected effects.
3. The Party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

Article 14 – Amendments to the Contract

1. In justified cases - and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure - any party may request an amendment.
2. Amendments must be made before new contractual obligations are enforced.
3. The party requesting an amendment must formally notify the other party the requested amendment in writing with the reasons why.
4. Any amendment to this Contract shall be done in writing and shall be duly signed by both Contracting parties.



Article 15 – Applicable Law and Dispute of Settlements

This Contract shall be construed in accordance with and governed by the laws of Belgium.

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

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives **in two copies**:

For [Entity] (the Beneficiary)

Mr/Ms [NAME SURNAME]

[POSITION_IN_COMPANY] if applicable

Signature

Done in _____ on DD/MM/2021

For F6S NETWORK IRELAND LIMITED

(The Contractor)

Mr. Nuno VARANDAS

Signature

Done _____



ANNEX 1 – Code of Conduct for Evaluators

Article 1 – Performance of the Contract

1. The Evaluator works independently, in a personal capacity and not on behalf of any organization.
2. The Evaluator must:
 - a. Evaluate each proposal in a confidential and fair way, in accordance with the AI4Media Guidelines for applicants and the evaluation documents provided by the Contractor in each of the evaluation stages.
 - b. Assist the Contractor or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards.
 - c. Follow any instructions and time-schedules given by the Contractor or relevant service and deliver consistently high-quality work.
3. The Evaluator may not delegate another person to carry out the work or be replaced by any other person.
4. If a legal entity involved in a proposal approaches the Evaluator during the evaluation of this proposal, s/he must immediately inform the Contractor or relevant service.

Article 2 – Obligations of Impartiality

1. The Evaluator must perform their work impartially. To this end, the Evaluator is required to:
 - a. Inform the Contractor of any conflicts of interest arising in the course of their work including of any proposal competing with the proposal where the Evaluator may have a conflict of interest.
 - b. Confirm there is no conflict of interest for each proposal s/he is evaluating by signing a declaration of honour included in Annex 2.
2. Definition of the conflict of interest: For a given proposal, a conflict of interest exists if an Evaluator:
 - a. Was involved in the preparation of the proposal.
 - b. Stands to benefit directly or indirectly if the proposal is accepted.
 - c. Has a close family or personal relationship with any person representing an applicant legal entity.
 - d. Is a director, trustee or partner or is in any way involved in the management of an applicant legal entity.
 - e. Is employed or contracted by one of the applicant legal entities or any named subcontractors.
 - f. Is a member of any of the beneficiaries of AI4Media consortium.



3. In the following situations the Contractor will decide whether a conflict of interest exists, considering the objective circumstances, available information, and related risks when an Evaluator:
 - a. Was employed by one of the applicant legal entities in the last three years.
 - b. Is involved in a contract or grant agreement, grant decision or membership of management structures (e.g., member of management or advisory board, etc.) or research collaboration with an applicant legal entity or the fellow researcher or had been so in the last three years.
 - c. Is in any other situation that could cast doubt on their ability to participate in the evaluation of the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.
4. Consequences of conflicts of interest:
 - a. If a conflict of interest is reported by the Evaluator or established by the Contractor, the Evaluator must not evaluate the proposal concerned and shall immediately inform the Contractor about the situation.
 - b. If a conflict becomes apparent at any stage of the evaluation, the Evaluator must immediately inform the Contractor. If a conflict is confirmed, the Evaluator must stop evaluating the proposal concerned. Any comments and scores already given by the Evaluator will be discounted. If necessary, the Evaluator will be replaced.
5. If it is revealed during an evaluation that an Evaluator has knowingly concealed a conflict of interest, the Evaluator will be immediately excluded, and sanctions will apply.

Article 3 – Obligations of Confidentiality

1. The Contractor and the Evaluator must treat confidentially any information and documents, in any form (i.e., paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The Evaluator undertakes to observe strict confidentiality in relation to their work. To this end, the Evaluator:
 - a. Must not use confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the Contractor.
 - b. Must not disclose, directly or indirectly, confidential information or documents relating to proposals or applicants, without prior written approval of the Contractor.
3. In particular, the Evaluator:
 - a. Must not discuss any proposal with others, including other Evaluators, the Contractor or any other entity involved in any form on the Project, not directly involved in evaluating the proposal, except during the formal discussion at the meetings moderated by or with the knowledge and approval of the Contractor to this purpose.
 - b. Must not disclose:



- i. Any detail of the evaluation process and its outcomes or of any proposal submitted for evaluation for any purpose other than fulfilling their obligations under the Contract without prior written approval of the Contractor.
 - ii. Their advice to the Contractor or relevant service on any proposal to the applicants or to any other person (including colleagues, students, etc.).
 - iii. The names of other Evaluators participating in the evaluation.
 - a. Must not communicate with applicants on any proposal during the evaluation.
4. The Evaluator will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing, or destroying all confidential documents or files upon completing the evaluation as instructed.
5. If the Evaluator seeks further information (for example through the internet, specialized databases, etc.) to complete their examination of the proposals, s/he:
 - a. Must respect the overall rules for confidentiality for obtaining such information.
 - b. Must not contact applicants.
 - c. Must not contact third parties without prior written approval of the Contractor.

ANNEX 2 – Declaration of Honour on Exclusion Criteria Absence of Conflict of Interest

The undersigned [evaluator] in his/her own name:

1. Declares that he/she 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 in 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. He/she or persons having powers of representation, decision making or control over have been convicted of an offence concerning their professional conduct by a judgment 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 organizations.
 - 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. He/she or persons having powers of representation, decision making or control over have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests.
2. Declares that the natural persons with power of representation, decision-making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above.
3. Declares that he/she:
 - a. Is not subject to a conflict of interest as per Article 2 of Annex 1 of the Contract for Evaluators (Code of Conduct for Evaluators).
 - 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 AI4Media open call 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.

Full name:

Passport/ID number: XXXX

Signature

XXXX

Signed in [city], [country], DD/MM/YYYY





AI4media

ARTIFICIAL INTELLIGENCE FOR
THE MEDIA AND SOCIETY

TEMPLATE



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 951911

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