

SUBJECT

The functioning of the Eurostars Programme is entirely dependent on the project evaluations performed by individual technical experts. The opinion of these experts helps to direct millions of EUROs of taxpayer's money to R&D performing SMEs for market-oriented research and development.

In case the Expert agrees and is available to assist the EUREKA Secretariat (hereafter the "ESE") as an independent expert for assessing project applications in relation to the Eurostars call for applications, the ESE shall notify the Expert with an Appointment Letter for each application to be assessed (referred to as "the Appointment Letter").

Project assessments require the formulation of comments and recommendations through the completion of a Eurostars expert assessment form (referred to as "the Expert Report") and submitting it to the ESE via the secured Eurostars Experts website. The assessment should be done with reference to the "Application Assessment Guidelines".

ARRANGEMENT

The assessment shall be carried out remotely.

The Appointment Letter shall notably specify the applications to be assessed and the time-schedule.

Assessments must be performed in English.

The Expert has 10 working days from the date of delivery to return the completed evaluation to the ESE.

The period of 10 working days is calculated in accordance with Belgian national holidays. It does not take into account national or public holidays within other countries and dispensation cannot be provided for such days.

If due to unforeseen circumstances, a Technical Expert cannot complete the evaluation within the requested timeframe, the ESE should be informed immediately. In the case where a Technical Expert fails to submit the Expert Assessment Form within the set deadline and fails to provide sufficient warning to the ESE, the ESE reserves the right to suspend any payment or financial compensation.

REMUNERATION

Technical Experts are entitled to 250 € (two hundred and fifty Euros) per Expert Report submitted within the designated time limit and which is of satisfactory quality.

INVOICING

The *Expert* shall submit an invoice for the assessment services provided.

Invoices should be addressed to the Accounting Department at the *ESE*, at the address mentioned in the section "ADDRESS AND CONTACT DETAILS".

The fees will be paid by the *ESE* not later than 60 days after receipt of the invoice.

Invoices containing incomplete bank details will lead to late or non-payment of the invoice.

Possible complaints or queries concerning invoices will be addressed to the *Expert* within 15 days of the date of receipt of the invoice. If this period of time has elapsed, any contest of the invoice will no longer be valid.

If the Expert is a taxable person (in conformity with the questionnaire "determination of the taxability" - see Annex), no VAT has to be charged by the Expert. Belgian VAT becomes due and will be paid by the ESE (the receiver of the service).

OBLIGATIONS OF THE EXPERT

The Expert shall apply his/her best professional skills, knowledge and ethics in accordance with the Eurostars expert assessment guidelines and in particular the criteria and time schedule provided by the ESE.

The Expert is requested to submit an Expert Report Form to the ESE within 10 working days of the entry into force of the Appointment Letter.

The Expert Report Form produced shall consist of an analysis and an assessment of the project's structure, market and competitive potential and its technological and innovative value.

The Expert shall act impartially, independently and confidentially, in his/her personal capacity and not in the interests of his/her employer or any other entity.

The Expert is required to carry out the assessments him-/herself and not ask someone to evaluate the applications in his/her place. The Expert shall not ask anyone to give another opinion of its assessment.

The Expert undertakes to immediately inform the ESE of any reason not allowing him/her to fulfil his/her obligations in respect of the Appointment Letter.

The *Expert* is fully and exclusively responsible for all fiscal and social security obligations related to the services as performed under project application assessment.

BREACH OF OBLIGATIONS

In the case the Expert fails to submit the Expert Report within 10 working days of the entry into force of the Appointment Letter, the ESE reserves the right not to pay the financial compensation referred to in the Appointment Letter.

In case of breach of any other obligations by the Expert, in particular obligations relating to no conflict of interest and confidentiality, the ESE reserves the right to suspend any payment of financial compensation.

Failure to fulfil the obligations related to conflict of interest and confidentiality will be considered as a prima facie breach of trust towards the ESE. As a consequence, the ESE will take any action deemed necessary, including the dismissal of the person(s) concerned from the Expert database.

The Expert will also be held personally responsible in the event of damage following conflict of interest and non-respect of confidentiality rules.

NO CONFLICT OF INTEREST

In order to ensure that the assessments are carried out in an independent atmosphere free of direct and indirect pressures, appointed Experts will have to declare conflict of interest as stipulated below.

The Expert shall have not submitted nor be involved in any application to be assessed during the prescribed evaluation period.

A disqualifying conflict of interest exists if the Expert:

- was involved in the preparation of any application submitted in the context of the Cut-Off;
- stands to benefit directly should the applications be accepted;
- has a close family relationship with any person representing an applicant (legal entity) in the applications;
- is a director, trustee or partner of an application legal entity;
- is employed by one of the applicant legal entities in the applications;
- is in any other situation that compromises his/her ability to assess the applications impartially.

A potential conflict of interest may exist if an Expert:

- was employed by one of the applicants (legal entities) in the applications within the previous two (2) years;
- is employed by one of the EUREKA National Project Coordinator or any funding bodies involved in the Eurostars Programme;
- is involved in a contract or research collaboration with an applicant (legal entity), or had been so in the previous two (2) years;
- is in any other situation that could cause doubt on his/her ability to assess the applications impartially, or that could reasonably appear to do so in the eyes of an external third party.

An Expert is required to immediately report to the ESE any conflict of interest or potential conflict of interest with any application. This must also be reported during the availability check or at a later moment in the process. If requested so by the EUREKA Secretariat the Experts will abstain themselves from assessments when the declared interest as stated above may affect these assessments.

CONFIDENTIALITY

The Experts shall demonstrate the appropriate loyalty to duty and fully understand the confidential nature of their task. They will ensure confidentiality of any data, documents or other material of the assessing process and its outcome or of any application submitted for assessment.

The Expert shall be responsible for maintaining the confidentiality of any of these above data, documents or other material during and after completion or termination of the Appointment Letter.

The Expert shall be held personally responsible for returning, erasing or destroying any of these above data, documents or other material after completion or termination of the Appointment Letter, unless otherwise agreed between the Parties.

Expert names in conjunction with the specific assessment may be provided to external auditors or the EC as part of the evaluation of the functioning of the programme. Expert name may also be disclosed in case of investigations related to professional misconduct.

LEGAL INFORMATION, DATA PROTECTION

The Eurostars Programme is supported by the Directorate General for Research at the European Commission, via Article 169 of the Treaty, decision n° No 743/2008/EC of the European Parliament and of the Council of 9 July 2008.

All personal data contained in the Appointment Letter shall be processed in accordance with the Belgium Data Protection Law of 8 December 1992.

Any question regarding the processing of personal data shall be addressed to the ESE.

The Expert may, on written request, gain access to its personal data and correct any information that is inaccurate or incomplete.

The Expert may request its removal from the database by contacting the ESE at any time.

INTELLECTUAL PROPERTY

Any result obtained by the Expert in performance of the assessment shall be the property of the ESE.

Misappropriation of intellectual property, including the unauthorised use of ideas, unique methods or project information obtained from a privileged communication, is considered plagiarism and falls under the definition of scientific misconduct.

LIABILITY

The ESE shall not under any circumstances or for any reason whatsoever be liable for damage sustained by the Expert during the performance of the assessment.

Except in case of *force majeure*, the Expert may be required to indemnify the ESE for any damage it may sustain in the performance of the assessment.

Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under the Appointment Letter by the Expert, which is beyond his/her control and cannot be overcome despite his/her reasonable endeavours.

The Appointment Letter does not constitute an employment agreement and the ESE is not liable to provide the Expert with any compensation or coverage in the event of injury or illness.

LANGUAGE

English shall be used in all documents and notices prepared pursuant to the Appointment Letter or otherwise in connection herewith.

APPLICABLE LAW AND COMPETENT COURT

The Appointment Letter shall be governed by the law of Belgium.

The Courts of Belgium shall have sole jurisdiction to hear any dispute between the ESE and the Expert concerning the interpretation, application or validity of the Appointment Letter.

Technical experts who have a previously signed agreement with the ESE are hereby notified that the conditions relating to remuneration, confidentiality, conflict of interest, breach of obligations and intellectual property in the aforementioned agreement are annulled and specifically replaced by those conditions stated within this working principles document.