



Call: ERC-2020-ADG
Reference: Hill
Acronym: REMOTE_REFEREE
Panel: SH5
Owner: Hill Nathan W.

Letter of Appointment for ERC Remote Referees

Threshold: 1 Evaluation progress: 25.00%

By submitting this task, I confirm that I have read and I accept the below Terms and Conditions and the Code of Conduct for ERC Remote Referees.

Signatures, Current status:

Signatures

Current status:

Title: *Dr.*

First Name: *Nathan W.*

Last Name: *Hill*

Expert candidature number: *Not provided*

Email address: *nh36@soas.ac.uk*

Dear *Dr. Hill*

Thank you for agreeing to assist the European Research Council (ERC) in the peer review evaluation of frontier research proposals. This letter will confirm your willingness to evaluate remotely individual proposals as a **remote referee**. Please note that remote referees assisting the ERC evaluation panels are not remunerated for the tasks they perform.

The present letter constitutes an agreement between you and the European Research Council Executive Agency (ERCEA), acting under the powers delegated by the European Commission, to contribute to the ERC peer review evaluation.

The terms and conditions and the code of conduct set out in the annexes form an integral part of this agreement. By signing this agreement you confirm that you have read, understood and accepted all the obligations and conditions including the Code of Conduct provisions on independence, impartiality and confidentiality, as set out in Annex II.

This agreement enters into force on the day on which the last party signs and shall remain valid until the end of the Horizon 2020 Framework Programme.

For the ERCEA, represented for the purposes of signing this agreement by:

Jose LABASTIDA, Head of Scientific Management Department

30/11/2020

For the Expert:

I have read and I accept the Terms and Conditions and the Code of Conduct for ERC Remote Referees *Not provided*

Annex I - Terms and Conditions

GENERAL

SUBJECT OF THE AGREEMENT

This agreement sets out the rights and obligations, terms and conditions that apply to the expert to assist ERCEA with tasks in the context of managing the ERC calls for proposals.

WORK TO BE PROVIDED

TASKS TO BE ACCOMPLISHED

During the peer review evaluation, the expert shall assist the ERCEA with the evaluation of proposals submitted in response to the call for proposals, published by the ERCEA on the basis of the priority "Excellent science" of H2020 Framework Programme.

This agreement enables the expert to perform peer review evaluation of research proposals only remotely. Prior to any request, the ERCEA will contact the expert to verify his/her availability and willingness, and to confirm the availability by electronic transaction.

The expert shall send to the ERCEA a report on each accepted task related to peer review evaluation and include recommendations.

WORKING ARRANGEMENTS

The expert's work may **start** on the day on which the last party signs this agreement.

The expert may not under any circumstances start work before the date on which this agreement enters into force.

The expert shall submit the individual evaluation report by the dates indicated in the Funding and Tenders Portal electronic exchange system.

RIGHTS AND OBLIGATIONS OF THE PARTIES

GENERAL OBLIGATION TO IMPLEMENT THE AGREEMENT AND TO INFORM

1. The expert shall perform the agreement in compliance with all its provisions and legal obligations under applicable EU, international and national law.
2. The expert shall, in particular, implement the work properly and in full compliance with the provisions of the Code of Conduct (see Annex II).
3. This agreement does not constitute an employment agreement with ERCEA.
4. If the expert cannot fulfil his/her obligations or becomes aware of other circumstances likely to affect the agreement, he/she shall immediately inform the ERCEA.
5. The ERCEA nor the Commission cannot be held liable for any damage caused or sustained by the expert or a third party during or as a consequence of performing the Agreement, except in the event of the one of the party's wilful misconduct or gross negligence.

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

The ERCEA obtains full ownership of the results produced under this agreement, including copyright and other intellectual or industrial property rights. The ERCEA 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 ERCEA. Such delivery and approval are considered to constitute an effective assignment of rights.

This transfer of rights is free of charge.

PROCESSING OF PERSONAL DATA

1. Processing of personal data by the ERCEA

Any personal data under the Contract will be processed by the ERCEA under Regulation (EU) 2018/1725 and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of the ERCEA (publicly accessible in the DPO register).

Such data will be processed by the Director of the Agency ('data controller') of the ERCEA for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of the EU or Euratom.

Moreover, the expert's personal data may also be sent to persons or bodies responsible for monitoring the proper application of EU law and to the ERC Scientific Council.

The expert's personal data will not be disclosed to the applicants of the evaluated proposals. The expert's name will however be published, together with his/her area of expertise, at least once a year

on the ERC's website, in accordance with Article 40(5) of the Rules for Participation Regulation No 1290/2013.

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 ERC's website.

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

2. Processing of personal data by the expert

The expert may process personal data under the Agreement only under the supervision of and on instructions from the data controller of the ERCEA (see above).

The expert shall 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:

- 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;

(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.

TERMINATION OF THE AGREEMENT

The ERCEA may terminate the agreement if the expert:

1. is not performing his/her tasks pursuant to the agreement or performing them poorly or
2. has committed serious breach of any substantial obligations arising from this agreement, or during the selection procedure, including improper implementation of the work, false declarations and obligations relating to the Code of Conduct.
3. the expert has been found guilty of grave professional misconduct proven by any means;
4. the Agency deems that the tasks assigned to the expert under the agreement are no longer

needed

The termination will take effect on the day after the notification sent by ERCEA is received by the expert.

The expert may at any moment terminate the agreement if s/he is not able to fulfil his/her obligations in carrying out the tasks required. The termination will take effect on the date the ERCEA will formally acknowledge it.

FINAL PROVISIONS

COMMUNICATION BETWEEN THE PARTIES

Communication under the agreement (e.g. information, requests, submissions, formal notifications, etc.) shall:

- be made in writing; and
- bear the agreement's number;
- be made through the Funding and Tenders Portal electronic exchange system.

If the electronic exchange system is temporarily unavailable, instructions will be given on the ERC website.

Communications through the electronic exchange system are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Communications by e-mail are considered to have been made when they are sent by the sending party to one of the addressees listed below, unless the sending party receives a message of non-delivery.

Formal notifications through the electronic exchange system are considered to have been made when are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 calendar days after sending is considered to have been accepted.

If deterred by the electronic exchange system being down or the non-deliverability of e-mails to all addresses indicated below, the sending party cannot be considered in breach of its obligation to send a communication within a specific deadline.

The electronic exchange system shall be accessed via the following URL:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home>

The ERCEA will formally notify the experts in advance of any changes to this URL.

Communications to the ERCEA that are not to be sent through the electronic exchange system shall be sent to the following address:

- ERC-EXPERTS@ec.europa.eu or

- other email addresses supplied by the ERCEA.

Communications and formal notifications to the expert that are not to be sent through the electronic exchange system will be sent to the e-mail address as set out in the preamble.

APPLICABLE LAW AND DISPUTE SETTLEMENT

This agreement is governed by EU law and is supplemented, where necessary, by the law of Belgium.

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

ENTRY INTO FORCE

This agreement enters into force on the day on which the last party signs.

Annex II - Code of Conduct for ERC Remote Referees

ARTICLE 1 - PERFORMING THE WORK

1. The expert works independently, in a personal capacity and not on behalf of any organisation.

2. The expert shall:

(a) evaluate each proposal in a confidential and fair way, in accordance with the H2020 guidelines for submission of proposals and the related evaluation, selection and award procedures, in particular the ERC Rules for Submission and Evaluation

(b) perform the work 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 ERCEA and deliver consistently high quality work.

3. The expert may not delegate the work to another person or be replaced by any other person.

4. If a person or entity involved in a proposal approaches the expert before or during the evaluation of this proposal, s/he shall immediately inform the ERCEA.

5. The expert may not be (or become) involved in any of the actions resulting from the proposal that

s/he evaluated.

ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

1. The expert shall 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'). To this end, the expert is required to:

(d) inform immediately the ERCEA of any conflicts of interest arising in the course of their work including of any proposal competing with the proposal where the expert may have a conflict of interest; and stop working until further instructions

(e) confirm there is no conflict of interest for each proposal s/he is evaluating by signing a declaration in the Funding and Tenders Portal electronic exchange system.

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

(a) for a proposal s/he is requested to evaluate, if s/he:

(a) was involved in the preparation of the proposal;

(b) 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);

(c) is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action);

(d) 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;

(e) has (or has had during the last five years) a scientific collaboration with the principal investigator of the proposal;

(f) has (or has had) a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal;

(g) 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. 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 proposal shall be evaluated by another expert.

(b) for a proposal s/he is requested to evaluate AND for all proposals competing for the same call budget-split, if s/he:

(a) was involved in the preparation of any proposal assigned to the same panel within the same call budget-split;

(b) would benefit if any proposal assigned to the same panel within the same call budget-split is accepted or rejected;

(c) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the preparation of any proposal assigned to the same panel within the same call budget-split, or with a person which would benefit if such a proposal is accepted or rejected.

In this case, the expert may not evaluate any proposal in the call concerned. 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 proposal shall be evaluated by another expert.

(c) for ALL proposals under the call in question, if s/he:

(a) is a member of an advisory group set up by the Commission to advise on the preparation of EU or Euratom Horizon 2020 work programmes or work programmes in an area related to the call in question;

(b) is a National Contact Point (NCP) or is working for the Enterprise Europe Network (EEN);

(c) is a member of a programme committee;

(d) has submitted a proposal as a principal investigator or a team member under the same call;

(e) 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 may not evaluate any proposal in the call concerned. 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 proposal shall be evaluated by another expert.

The following situations may be considered as conflict of interest — if the responsible Agency staff so decides (in consultation with the ERC Scientific Council), 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 Agency staff may decide (in consultation with the ERC Scientific Council) 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, the proposal shall be evaluated by another expert

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. During implementation of the agreement and for five years after the date of the last approved report, 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 agreement ('confidential information').

2. The expert undertakes to observe strict confidentiality in relation to his/her work. To this end, the expert:

(a) shall not use confidential information for any purpose other than fulfilling his/her obligations under the agreement without prior written approval of the ERCEA

(b) shall not disclose, directly or indirectly, any confidential information or documents relating to proposals or applicants, without prior written approval of the ERCEA.

In particular, the expert:

(1) shall not discuss any proposal with others, including other experts or ERCEA staff not directly involved in the evaluation of the proposal.

(2) shall not disclose:

(a) any detail of the evaluation process and its outcome without prior written approval of the ERCEA

(b) details on his/her advice to the ERCEA on any proposal to the applicants, principal investigators, potential team members involved in the proposal, applicant legal entities or any linked third party or other third parties involved in the action

(c) the names of other experts participating in the evaluation.

(3) shall not communicate with applicant legal entities, principal investigators, potential team members involved in the proposal or any linked third party or other third parties involved in the action during or after the evaluation.

3. If the Agency 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 documents or files upon completing the evaluation as instructed.

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

(a) shall respect the general rules for using such sources

(b) may not contact principal investigators, potential team members involved in the proposal or any person linked to the applicant legal entity

(c) may not contact third parties without prior written approval of the ERCEA.

5. These confidentiality obligations no longer apply if:

(a) the ERCEA agrees to release the expert from the confidentiality obligations earlier

(b) the confidential information becomes public through other channels

(c) disclosure of the confidential information is required by law.

Comments

Task Comments