

## **ANNEX I to the appointment letter**

### **General Conditions applicable to the appointment of Independent experts**

#### **Scope**

These general conditions apply to *appointment letters* for experts assisting the IMI JU for tasks in connection with evaluation of research proposals and/or expressions of interest in relation to calls of proposals.

#### **Circumstances in which a conflict of interest may exist**

A disqualifying conflict of interest exists if an expert:

- Was involved in the preparation of the proposal
- Stands to benefit directly should the proposal be accepted
- Has a close family relationship with any person representing an applicant organisation in the proposal
- Is a director, trustee or partner of an applicant organisation,
- Is employed by one of the applicant organisations in a proposal<sup>1</sup>
- Is in any other situation that compromises his or her ability to evaluate the proposal impartially.

A potential conflict of interest may exist, even in cases not covered by the clear disqualifying conflicts indicated above, if an expert:

- Was employed by one of the applicant organisations in a proposal within the previous three years
- Is involved in a contract or research collaboration with an applicant organisation, or had been so in the previous three years
- Is in any other situation that could cast doubt on his or her ability to evaluate the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.

#### **Description of the work of the independent expert acting as evaluator**

Evaluation work requires the evaluator to complete reports, provide comments on proposals, and submit these to the IMI JU using the forms provided by the IMI JU, as appropriate. Evaluation work includes also formulating recommendations on the proposals submitted to the IMI JU. The evaluator shall apply to the best of his/her abilities, his/her professional skills, knowledge and ethics, in accordance with the guidelines and time-schedules provided by the IMI JU.

The evaluator shall provide the IMI JU with any information it may request for the management of the evaluation.

In addition, the evaluator may be asked to act as a "rapporteur", chairperson, or vice-chairperson for consensus discussions or meetings of panels of experts.

#### **Implementation of the work**

Carrying out the work is subject to the experts' availability and subject to the maxima indicated in the *appointment letter*.

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<sup>1</sup> When an expert is working in a different department/laboratory/institute to the one where the work is to be carried out, and where the constituent bodies operate with a high degree of autonomy, the IMI JU may exceptionally allow the expert to participate in the evaluation, if duly justified by the limited size of the pool of qualified experts.

The maxima and other specific conditions indicated in the *appointment letter* may be modified through written amendments.

For further information relating to the work, the call documents in connection to the IMI JU Programmes such as *Guide for Applicants* or the *Rules* for submission, evaluation and selection of Expressions of Interest and Full Project Proposals are available at the following web-site address: <http://www.imi.europa.eu>

#### **Inability to perform obligations and termination**

If for some reason the experts are not able to fulfil their obligations for a given work, the IMI JU should be informed immediately.

The expert may not delegate another person to carry out the work or be replaced by any other person without the prior written agreement of the IMI JU.

In case of non-performance or poor performance of the work and/or breach of any substantial obligations, including obligations relating to the *Declarations of confidentiality* and the *Declaration of no conflict of interest* and to the *Code of Conduct*, the IMI JU may at any time instruct the expert to cease evaluation work immediately, without formal notice. Furthermore, the termination of appointment shall become effective on the date of receipt by the expert concerned, of formal notification sent by the IMI JU by registered mail.

#### **Start of work**

The IMI JU will not make available to the experts any proposals or any other confidential material until it has received the signed original of the *appointment letter* including the *Declaration of no conflict of interest* and *Declaration of confidentiality*.

#### **Payments/fees**

The experts are entitled to a payment of €450 in the form of a lump sum for each full working day spent assisting the IMI JU. The total payment will be calculated to the nearest half day. The payment is made in Euros.

The overall amount shall not exceed the maximum possible contribution for this appointment.

The IMI JU reserves the right to refuse to provide a payment in case of non-performance or poor performance of the work and/or breach of any substantial obligations, including the obligation of *confidentiality* and any obligation described in the *Code of Conduct*, and in the *Declaration of no conflict of interest*.

The IMI JU reserves the right to refuse to make a payment for any report or other deliverable required by the *appointment letter* that is submitted beyond the date specified above under the Specific conditions.

The IMI JU reserves the right to recover any payment made and to exclude from further work any expert who has breached the obligations arising from the *Declarations of confidentiality* and *Declaration of no conflict of interest* and from the *Code of conduct*.

To obtain the reimbursement of the expenses and/or the payment for working day(s), the experts will be required to send to the IMI JU at the address specified in the *appointment letter*, the duly completed and signed *forms* (Annex V) together with all required supporting documents, within 30 days from the last day of meeting or of remote evaluation for each evaluation session, whichever is the latest.

The IMI JU shall disburse the corresponding payments within 45 days of their receipt, unless the time-limit has been suspended.

Should a required form and/or supporting document related to a claim for reimbursement/payment be incomplete or should some clarification or additional information be required, the IMI JU reserves the right to suspend the time-limit of 45 days for payment until such document(s) is (are) received. The suspension will be lifted from the date when the documents or the information requested are received by the IMI JU. The IMI JU shall inform the experts in writing of any suspension of payment and the conditions to be met for lifting the suspension. Suspension shall take effect on the date when notice is sent by the IMI JU.

Should a claim for reimbursement/payment not having been supplied after the time-limit of 30 days, the IMI JU reserves the right to refuse to make a reimbursement/payment.

When the IMI JU decides not to proceed with a reimbursement/payment, the experts shall be duly informed subject to 30 days written notice of non-receipt of a claim for reimbursement/payment.

Arrangements as regards payment and reimbursement are between the experts and the IMI JU, even if the experts are employed by an organisation. It will be for the expert and his/her employer to come to any particular agreement concerning the final destination of any payments and reimbursement; the IMI JU will not intervene in this agreement.

The expert must commit to respect applicable national legislation with regard to any payment or reimbursement received from the IMI JU and with regard in particular to taxation, social security matters and working rights. Upon request by any competent national authorities, the IMI JU may inform them about any payment made for the performance of the work.

#### **Reimbursement of travel and subsistence expenses**

In any assignment involving travel, only travel and subsistence expenses<sup>2</sup> will be reimbursed. Travel expenses are reimbursed on the basis of actual expenditure and subsistence expenses are based on a flat rate per diem in accordance to Annex III of this *Appointment letter*.

Except in the case of "*force majeure*,"<sup>3</sup> the reimbursement of travel and subsistence expenses will be strictly limited to one return travel per meeting from the point of origin and for the dates agreed in the appointment letter.

#### **Processing of personal data**

- All personal data contained in the *appointment letter* shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council (OJ L8 of 12.01.2001, p1) on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the IMI JU solely in connection with the implementation and follow-up of the

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<sup>2</sup> and not for instance to equipment or other resources required for evaluation

<sup>3</sup> "*Force majeure*" shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this *appointment letter* by the experts, which is beyond their control and cannot be overcome despite their reasonable endeavours.

*appointment letter*, without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in accordance with European Community and European Union legislation and this *appointment letter*.

- Experts may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the IMI JU, via the contact person indicated in the *appointment letter*. Experts may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

#### **Other conditions**

The work produced by the independent expert in the performance of the *appointment letter*, as well as any related intellectual property rights pertaining to that work, shall be the sole property of the IMI JU.

The IMI JU shall not, under any circumstances or for any reason whatsoever, be liable for damage sustained by the experts during the performance of the work. Except in the case of "*force majeure*," the experts may be required to indemnify the IMI JU for any damage it may sustain in the performance, poor or otherwise, of the work.

The provisions of the *appointment letter*, of the present *general conditions*, including the *code of conduct* and the *Declaration of confidentiality and the Declaration of no conflict of interest* do not constitute an employment agreement and the IMI JU is not liable to provide the experts with any compensation or coverage in the event of injury or illness.