Dear Colleague,

Thank you for agreeing to assist the European Research Council Executive Agency, "ERCEA", in the peer review evaluation of proposals submitted under the FP7 "Ideas" Specific Programme. Further to your identification as peer reviewer, this appointment letter will confirm your willingness to participate in the evaluation of proposals under the "Ideas" Specific Programme as a referee. Please note that according to the "Ideas" Annual Work Programme, referees assisting the ERC evaluation panels are not compensated for the tasks they perform.

The present appointment letter constitutes an agreement between you and ERCEA, acting under the powers delegated by the European Commission, to contribute to the ERC peer review evaluation. However, this appointment letter does not constitute an obligation for ERCEA to assign you a task. This agreement enters into force on the date of the last signature of this appointment letter and shall remain valid until the end of the FP7 "Ideas" Specific Programme.

The terms and conditions set out in the annexes to this appointment letter form an integral part of this appointment letter. Any amendment to this appointment letter shall be agreed in hand writing or using the electronic communication tool referred to in the General Conditions.

In accordance with the "General conditions" attached to this appointment letter (and accessible at the following website: http://cordis.europa.eu/fp7/find-doc_en.html) you may be invited to perform specific assignments in relation to the peer review evaluation of a particular call under the FP7 "Ideas" Specific Programme. This appointment letter enables, but does not oblige you, to perform any of these specific assignments: prior to any assignment, the ERCEA will contact you by the agreed...

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communication channel\textsuperscript{3} to verify your availability and willingness, and to confirm your availability by written or electronic transaction. Your confirmation of availability for each assignment will constitute your acceptance of the assignment. Refusal of a specific assignment by you does not preclude future assignments. Each accepted assignment shall form integral part of this appointment letter as attachment to it. The return address and contact details for any correspondence regarding this appointment letter are:

Felicetta CATANZARO
ERCEA
COV2 22/094
B-1049 Brussels, Belgium
erc-experts@ec.europa.eu
Tel. +32 2 29 59 978
Fax +32 2 29 79 626

For any communication or request relating to your personal data, please contact the Controller responsible for these questions (the Director of the ERCEA) through the person mentioned above.

For the ERCEA

Signature: 

Brussels, date:

\textsuperscript{3} By fax, scanned documents sent by mail, on-line upload of document to the communication system, etc.
For the Referee

By signing and returning this appointment letter duly signed to the address indicated above, I confirm that the personal data provided above are correct, that I have not made other changes to this appointment letter and that I accept the General conditions attached to this appointment letter (and accessible at the following website: http://cordis.europa.eu/fp7/find-doc_en.html).

I commit myself to inform the ERCEA in due time of any change through the above contact details concerning my personal data, address, organisation and bank account where necessary.

In particular:

Code of conduct

I agree to abide by the Code of conduct for independent experts in peer review evaluations acting as referee.

Declaration of confidentiality

I undertake not to reveal information on any proposal without the express written approval of the ERCEA. I understand that I will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential material upon completing the peer review process, unless otherwise instructed.

Declaration of absence of conflict of interest

I agree to abide by the rules concerning conflict of interest on the evaluation of proposals such as described in the “ERC Rules for the submission of proposals and the related evaluation, selection and award procedures” and in the Code of conduct for independent experts acting as referees in peer review evaluations (Annex II to this appointment letter).

In particular:

- For each assignment, I undertake to inform the ERCEA immediately if I discover any disqualifying or potential conflict of interest with any proposal that I am asked to evaluate.

- For each assignment, I undertake to confirm that I have no conflict of interest (disqualifying or potential) for each proposal that I evaluate.

Use of personal data

I agree to the use of my personal data for the sole purpose of peer review and in compliance with European Union legislation.

Signature:  
Place:  
Date:  

First Name Last Name

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5 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”.
Annex I - General Conditions to the model appointment letter for ERC referees in peer review evaluations

**Scope**

These General conditions apply to the appointment letter for referees (referred to also as independent experts) assisting the ERCEA with peer review evaluation of proposals submitted for funding to the European Research Council (ERC) under the "Ideas" Specific Programme. Please note that peer review evaluation assignments for the ERC are overseen by the ERC Scientific Council.

For further information relating to the peer review evaluation you may consult the "ERC Rules on Proposal Submission, Evaluation, Selection and Award Procedures" relevant to the "Ideas" Specific Programme available at the following website address:


All correspondence related to the performance of the peer review evaluation should be sent to the address specified in the appointment letter.

**Appointment**

Your appointment will be effective upon the signature of the appointment letter by yourself and the ERCEA.

The ERCEA can not make available to you any assignment of evaluation of proposals or any related confidential material as long as the appointment letter has not been signed by both parties.

Once you are appointed, the ERCEA may request you to carry out specific evaluation assignment(s). Acceptance of the assignment(s) will require confirmation of your availability. These will normally consist of remote review using electronic communication.

**Use of electronic communication tool**

ERCEA may set up a secure electronic communication tool, which may be used as a means of communication between you and ERCEA, provided its use is agreed in the signed appointment letter between you and the ERCEA.

In such case, you will be able to access the electronic communication tool on the basis of an authentication system.

The aim of the electronic communication tool is to enable any transaction following the signature of the appointment letter, such as the processes of accepting a specific assignment, the amendment of the appointment letter or of a specific assignment.

**Inability to perform obligations and termination**

If, for some reason, you are not able to fulfil the assignment you have accepted, you are requested to inform the ERCEA immediately.

You may not delegate to, or be replaced, by another person in carrying out evaluation assignments without the prior written approval of the ERCEA.

In case of breach of any substantial obligation arising from the performance of the peer review evaluation or in respect of the terms of the Code of conduct or of the confidentiality and absence of conflict of interest Declarations, the ERCEA may terminate your appointment immediately at any time without formal notice. The termination of appointment shall become effective on the date of receipt of the notification by the independent expert. The notification should be sent by the ERCEA in writing by registered mail with acknowledgement of receipt.
Processing of personal data

All personal data contained in the present 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 solely in connection with the implementation and follow-up of the appointment, without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in accordance with European legislation. Independent 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 via the official who signed the present appointment letter. Independent experts may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

Other conditions

Any results obtained by you in performance of the peer review evaluation shall be the property of the European Union, which may use them as it sees fit, except where industrial or intellectual property rights already exist. The ERCEA shall not under any circumstances or for any reason whatsoever be liable for damage sustained by you during the performance of the evaluation work. The provisions of the appointment letter, of the specific assignments, of the present General conditions, including the Code of conduct and the confidentiality and absence of conflict of interest Declarations do not constitute an employment agreement and the ERCEA is not liable to provide you with any compensation or coverage in the event of injury or illness.

Applicable law and competent court

Assigned tasks are governed by the terms of this appointment letter and the accepted specific assignments, by the relevant Union law and, on a subsidiary basis, by the Law of Belgium. The General Court or on appeal the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the European Union and any independent expert concerning the interpretation, application or validity of this appointment letter and related assignments.
Annex II - Code of Conduct for independent experts acting as referees in peer review evaluations

1. The task of an independent expert is to participate in a confidential, fair and equitable peer review evaluation of each proposal according to the procedures described in the "ERC rules on proposal submission, evaluation and award procedures" relevant to the "Ideas" Specific Programme and in any programme-specific evaluation document. He/she must use his/her best endeavours to achieve this, follow any instructions given by the ERCEA to this end and deliver a constant and high quality of work.

2. The independent expert works as an independent person. He/she is deemed to work in a personal capacity and, in performing the work, does not represent any organisation.

3. The independent expert must sign the appointment letter before starting the work, by which he/she accepts the present Code of conduct.

4. In doing so, the independent expert commits him/herself to strict confidentiality and impartiality concerning his/her tasks.

5. If an independent expert has a direct or indirect link with a proposal or any other vested interest, is in some way connected with a proposal, or has any other allegiance which impairs or threatens to impair his/her impartiality with respect to a proposal, he/she must declare such facts to the responsible ERCEA official as soon as he/she becomes aware of this.

6. In addition, the independent expert signs a declaration at the bottom of the individual assessment report for each proposal that he/she examines for the ERCEA notifying that no conflicts of interest for this particular proposal exist. The ERCEA ensures that, where the nature of any link is such that it could threaten the impartiality of the independent expert, he/she does not participate in the peer review evaluation of that proposal, and, if necessary, competing proposals.

7. Independent experts may not discuss any proposal with others, including other independent experts or ERCEA officials not directly involved in the peer review evaluation of the proposal.

8. Unless foreseen by the procedure, independent experts may not communicate with persons involved in the proposal, namely principal investigator, eventual team members or any person linked to the applicant legal entity. Independent experts’ advice to the ERCEA on any proposal may not be communicated by them to the applicant legal entity or to any other person.

9. Independent experts are not allowed to disclose the names of other independent experts participating in the peer review evaluation. The ERCEA makes public list of names of appointed experts once a year without indicating which proposals they have evaluated.
EXPERT REGISTRATION NUMBER

10. The independent expert will be held personally responsible for maintaining the confidentiality of any documents sent by postal mail or electronic files sent and returning, erasing or destroying all confidential documents or files upon completing the remote review as instructed. In such instances, independent experts may seek further information (for example through the internet, specialised databases, etc.) in order to allow them to complete their examination of the proposals, provided that the obtaining of such information respects the overall rules for confidentiality and impartiality. Independent experts may not show the contents of proposals or information on applicant legal entities, principal investigators or eventual team members to third parties (e.g. colleagues, students, etc.) without the express written approval of the ERCEA.

11. Independent experts are required at all times to comply strictly with any rules defined by the ERC for ensuring the confidentiality of the peer review evaluation process and its outcomes. Failure to comply with these rules may result in exclusion from the immediate and future peer review evaluation processes, without prejudice to penalties that may derive from other applicable Regulations.

CIRCUMSTANCES IN WHICH A CONFLICT OF INTEREST MAY EXIST

All independent experts are required to confirm that they have no conflict of interest (disqualifying or potential) for each proposal that they are asked to examine. If an independent expert identifies a conflict of interest relating to a proposal he/she receives, the course of action depends on whether it is a disqualifying or a potential conflict of interest.

An independent expert may not participate in the evaluation of proposals to a call to which he/she has himself/herself submitted a proposal, either as a principal investigator, co-investigator or team member under the same call.

A disqualifying conflict of interest exists if an independent expert:

- Was involved in the preparation of the proposal
- Stands to benefit directly should the proposal be accepted or rejected
- Has a close family relationship with any person representing an applicant legal entity in the proposal
- Has close family ties or personal relationship with the applicant scientist/s of the proposal
- Has a significant collaborative, conflicting or ongoing mentor / mentee relationship with the applicant scientist/s of the proposal
- Is a director, trustee or partner of an applicant legal entity of the proposal
- Is employed, or was employed within the previous three years, by the applicant legal entity of the proposal

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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 ERCEA may exceptionally allow the expert to participate in the evaluation, if duly justified by the limited size of the pool of qualified experts.

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– Is in any other situation that would compromise 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 independent expert:

– Is already involved in a contract or research collaboration with an applicant legal entity, 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.