



## **EU Experts**

# Call for Expression of Interest

Funding & Tenders Portal Expert Database 2021-2027

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<a href="#">1.1</a>	01.01.2022	▪ Adapted to new threshold for procurement procedures (EUR 140.000) ▪ Information on email notifications
<a href="#">1.2</a>	15.01.2023	▪ Information concerning EURM.
1.3	01.01.2024	▪ Adapted to new threshold for procurement procedures (EUR 143.000)
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## CALL FOR EXPRESSION OF INTEREST

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## 0. Introduction

The EU Funding & Tenders Portal ('Portal') is an electronic portal and exchange system managed by the European Commission and used by itself and other EU services (together 'EU') for the management of EU funding and tenders (EU grants, prizes and procurements).

## 1. Background, objectives and scope


This call is a **call for expression of interest** for the Portal Expert Database for the period 2021-2027.

It seeks individuals to assist the EU services in a personal capacity as experts with the implementation of EU funding and tenders managed through the Portal, in particular:

- assessing applications for funding (including tenders)
- monitoring of projects and contracts
- opinions and advice on specific issues.

Tasks may include evaluation, monitoring and advice of all types (*such as evaluation of applications, observing evaluation procedures, project reviews, coaching activities, ethics reviews including checks and audits, etc*).

The Portal Expert Database is the central database for all expert work in this domain. Registration is a mandatory prerequisite for being contracted by us to work as expert in any EU funding programme.

 Registration does not automatically mean that you will be contracted for task assignments. This will depend on our business needs and fulfilment of certain formal requirements.

If you are contacted for a task assignment, you will need to sign an **EU Expert Contract**.

By replying to this call and signing the contract, you agree to perform the assignments to the **highest professional standards** and in compliance with the:

- **conditions set out in this call**
- [Expert Terms of Reference](#)

and

- [Expert Code of Conduct](#)

in their version as published on the Portal at the moment of contract signature.

## 2. Timetable and deadlines


This call for expression of interest is permanently open for the entire duration of the EU Multi-annual Financial Framework (MFF) period 2021-2027.

## 3. Eligible profiles

We are looking for experts with a high level of expertise and professional experience in all fields of EU action and policy.

The areas of expertise needed are those of the EU funding programmes and tenders as described on the [Portal homepage](#).

Very good language skills (in particular in English) are mandatory.

 If selected for assignments involving classified information, you will need to obtain appropriate security clearance from their national security authority (NSA).

#### 4. Exclusion

Persons who are subject to EU administrative sanctions (i.e. exclusion or financial penalty decision)<sup>1</sup> or in one of the following exclusion situations that bar them from receiving EU funds can NOT work as experts:

- bankruptcy, winding up, court-ordered administration, arrangement with creditors, suspension of business activities or similar procedures
- in breach of social security or tax obligations
- guilty of grave professional misconduct<sup>2</sup>
- committed fraud, corruption, links to a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- shown significant deficiencies in complying with main obligations under an EU procurement contract, grant agreement, prize, expert contract, or similar
- guilty of irregularities within the meaning of Article 1(2) of Regulation No [2988/95](#)
- have created an entity under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin.

Experts will also be refused if it turns out that<sup>3</sup>:

- during the contract award procedure they misrepresented information required as a condition for participating or failed to supply that information
- they are in a conflict of interest.

Similarly, it is not possible for us to contract persons that are excluded from receiving EU funds on other legal grounds (e.g. entities subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>4</sup>, etc).

#### 5. Procedure

In order to work as an expert assisting in the implementation of EU Funding and Tenders, you must declare your interest by registering in the Portal Expert Database.

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<sup>1</sup> See Article 136 of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('[EU Financial Regulation](#)') (OJ L 193, 30.7.2018, p. 1).

<sup>2</sup> Professional misconduct includes: violation of ethical standards of the profession, wrongful conduct with impact on professional credibility, false declarations/misrepresentation of information, participation in a cartel or other agreement distorting competition, violation of IPR, attempting to influence decision-making processes or obtain confidential information from public authorities to gain advantage.

<sup>3</sup> See Article 141 EU Financial Regulation [2018/1046](#).

<sup>4</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

If we would like to engage your services, we will contact you to propose the task assignment and check your availability. At that moment, we will also need to verify your identity and bank account and check compliance with the mandatory legal requirements laid down in the EU Financial Regulation [2018/1046](#).

 Please note that registration in the Expert Database does nothing more than declare your interest in working for us. We do not check your eligibility or any other conditions at that moment and registration does not entail any entitlement to receive assignments.

### **Registration**

Registrations must be submitted via the following address:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/work-as-an-expert>

Experts who are already registered in the Expert Database are invited to access the following website to update their area of expertise:

<https://ec.europa.eu/research/participants/experts/web/idashboard>

### **Selection**

Selection of experts will be made (as and when needed) from the Database, on the basis of selection criteria such as professional expertise and experience, language skills, geographical and business-sector balance, gender balance, regular rotation, and absence of conflict of interest.

The procedure will be objective and follow the principles of non-discrimination and equal treatment.

Assignments are subject to the following ceilings:

- expert can normally not be paid more than EUR 90 000 during a period of four consecutive calendar years, excluding allowances and travel costs
- individual contracts must stay below the the thresholds for the award of public contracts referred to in Article 175 of the EU Financial Regulation [2018/1046](#) (currently EUR 143 000, excluding allowances and travel costs)

In addition, certain funding programmes may apply additional rules for certain assignments (*such as, for instance, rotation based on number of newcomers/brand new experts, etc*).

### **Contracting**

If you are selected, we will sign a contract with the details relating to your assignment (*e.g. tasks and working arrangements, remuneration and payment arrangements*).

## **6. Other conditions**

### **Record keeping**

Records and other supporting documentation to prove compliance with the experts obligations (*original supporting documents, in particular on travel and other expenses*) must be kept for at least three years after the final payment under a contract (5 years for contracts above 60 000 EUR).

In case of on-going checks, audits, investigations, litigation or other pursuits of claims, the records and other supporting documentation must be kept until the end of these procedures.

### **Payment arrangements**

Payments must be requested through the Portal and will be made in accordance with the payment schedule and the amounts set out in the contract.

Payment requests must be complete and contain all the necessary supporting documents (*e.g. scanned tickets for travels, scanned invoices for other expenses, etc*).

Payments are subject to the approval by the contracting authority of the work performed.

Payments will be made to the bank account specified in the Expert Database.

Payments will be made in euro. Conversions of costs incurred in another currency will be made by the contracting authority according to the monthly accounting rates published on the European Commission website (InforEuro), that applied on the (first) day of the meeting or other on-site work (work involving travel).

Late payment interest — If the contracting authority does not pay by the date on which payment is due and the payment deadline has not been suspended, the expert is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('reference rate'), plus three and a half percentage points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*. If the late-payment interest is not more than EUR 200, it will be paid only upon explicit request submitted within two months of receiving late payment.

Payment deadline suspension — The payment deadline will be suspended if a request for payment cannot be approved because the required work has not been delivered or is not complete; if; if additional information is needed; if there are doubts about the amount to be paid; if additional checks, reviews, audits or investigations are necessary; or if there are other issues affecting the EU financial interests.

### **Ownership and use of the results – IPR**

The results produced (*including copyright and other intellectual or industrial property rights*) will belong to the contracting authority. The rights will be obtained for the full term of intellectual property protection, from the moment the results are delivered and approved. Delivery and approval are considered to constitute an effective assignment of rights. This transfer of rights is free of charge.

### **Data protection**

Personal data of experts will be processed under the responsibility of the data controller of the contracting authority in accordance with and for the purposes set out the Funding & Tenders Portal Privacy Statement.

If personal data is processed by the expert, this must be done in accordance with the written instructions of the data controller.

Appropriate technical and organisational security measures are in place to address data processing risks (*preventing unauthorised access, reading, copying, alteration or deletion of personal data, etc*).

### **Communication with the contracting authority**

EU contracts are managed fully electronically through the Portal in accordance with the [Funding & Tenders Portal Terms and Conditions](#).

Communications must be made electronically through the Portal and using the forms and templates provided there (unless explicit contrary instructions are given by the contracting authority).

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

### **Amendments**

The contract may be amended, unless the amendment entails changes to the contract which would call into question the decision awarding the contract or breach the principle of equal treatment.

Amendments to the contract may be requested by any of the parties, directly through the Portal.

The request for amendment must include the reasons for which it is made and the necessary supporting documents.

Unless otherwise agreed with the contracting authority, new work may not be started before the amendment takes effect .

An amendment enters into force on the day of the last signature (and takes effect on that date or a another date agreed by the parties).

### **Checks, audits and investigations**

Please note that all EU contracts may be subject to checks audits and investigations (not only by the contracting authority, but also by the European Commission, and the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO) and European Court of Auditors (ECA), as provided for under their constitutive acts<sup>5</sup>) – both during and after the end of the contract.

### **Rejection – Reduction – Suspension – Termination – Recovery of undue amounts**

The contracting authority may reject or reduce the remuneration or costs (*fees, honoraria, allowances, reimbursement of expenses, etc.*) and recover undue amounts, if:

- the work was not implemented in accordance with the contract
- allowances or expenses are not eligible

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<sup>5</sup> For the powers of OLAF, EPPO and ECA, see Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1), Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2), Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office (EPPO) and Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.



- the expert has committed substantial errors, irregularities or fraud or serious breach of obligations under the contract or during its award (including non-compliance with the call conditions, false declarations or breach of the Expert Terms of Reference or Code of Conduct).

The contracting authority may suspend the contract, if the expert has committed (or is suspected of having committed) substantial errors, irregularities or fraud or serious breach of obligations under the contract or during its award (including non-compliance with the call conditions, false declarations or breach of the Expert Terms of Reference or Code of Conduct).

Moreover, the contracting authority may terminate the contract, if:

- the services are no longer needed or the contract cannot (or can no longer) be fulfilled
- there were substantial errors, irregularities or fraud or serious breach of obligations under the contract or during its award (including non-compliance with the call conditions, false declarations or breach of the expert Terms of Reference or Code of Conduct), in particular:
  - the work is not being implemented or implemented poorly or late
  - the expert was found guilty of grave professional misconduct or any other of the exclusion grounds set out in section 4 are fulfilled.

Expenses incurred during suspension (including commitments to pay, *such as flight or hotel reservations*) will not be reimbursed.

For cases involving recoveries, contract suspension or termination, the contracting authority will follow a contradictory procedure.

### **Liability**

The granting authority cannot be held liable for any damage caused to the expert (or any third party) as a consequence of performing the Contract.

### **Administrative sanctions**

Please be also aware that the breach of obligations under this contract may trigger general public law measures, such as administrative sanctions (*i.e. exclusion from EU award procedures and/or financial penalties*) and similar.

### **Applicable law – Dispute settlement**

The applicable law and dispute settlement forum is set out in the contract.

## **7. Help**

Additional information can be found:

- [Online Manual](#)
- [Portal FAQ](#).

## 8. Important



### IMPORTANT

- **Funding & Tenders Portal Electronic Exchange System** — By submitting the application, you **agree** to use the electronic exchange system in accordance with the [Portal Terms & Conditions](#).
- **Profile** — All sections of the online form must be completed (and kept up-to-date). Areas of expertise and professional experience must be adequately detailed and documented. The registration will be considered complete only once it has been marked as valid. Contracts can only be signed after identity and bank account have been validated and compliance with the mandatory legal requirements has been checked.

Please note that we may use publicly available sources to confirm and cross-check the information you provide in the online form (*including internet, social media, etc*).

Please also be aware that we may use the email address used in your profile to contact you (including for formal notifications). Formal notifications which have not been opened within 10 days after sending will be considered to have been accessed and deadlines will be counted from opening/access.

- **Confidentiality and conflict of interest** — You will be required to comply with the rules regarding confidentiality and conflict of interest set out in the Expert Code of Conduct and specifically confirm compliance for each assignment.
- **Transparency** — In accordance with Article 38 of the [EU Financial Regulation](#), information about EU expert contracts above EUR 15 000 (name, address/region and amount) is published each year on the [Europa website](#).

Experts evaluating proposals will also be published annually on the Funding & Tenders Portal (together with their area of expertise, if applicable).

Moreover, for prizes, the names of jury members may be disclosed.

Please also be aware that access to the Portal Expert Database may be given, on request, to certain research institutions that participate in the European Research Area (*e.g. public research bodies from EU Member States or Horizon Europe associated countries and entities set up involving the EU in joint research programmes with Member States*).

- **Commission expert groups under Decision C(2016) 3301** — For experts which are contracted through the Portal Expert Database to give opinions and advice in the context of a [Commission expert group](#), the rules and conditions set out in this call for expression of interests are complemented by the rules set out in Decision [C\(2016\) 3301](#).