

FRAMEWORK AGREEMENT

External evaluators

1. Definitions

In this framework agreement, the following terms shall have the following meaning:

«**Evaluator**»: Qualified persons who have been approved by Diku and accepted appointment as an external evaluator on the terms and conditions set out herein.

«**Programme**»: The public financing programme(s) for which the Evaluator has been approved by Diku.

«**Request for Assistance**»: Individual requests for assistance with regard to evaluation of applications received pursuant to a current call for proposal under a Programme.

«**Diku**»: The Norwegian Agency for International Cooperation and Quality Enhancement in Higher Education (www.diku.no).

2. Preparations and familiarization

The Evaluator undertakes to participate in relevant information meetings/seminars/webinars arranged for external evaluators by Diku, and to carry out necessary familiarization with relevant Programme documents (as supplied by Diku) prior to commencing evaluation of concrete applications.

3. Evaluation of applications

The Evaluator is obliged to evaluate the number of applications he/she has undertaken to evaluate pursuant to a Request for Assistance. Diku decides which applications are assigned to the Evaluator.

The applications shall be evaluated according to the highest professional standards, and in accordance with instructions Diku may give with regard to procedural or other aspects. Each evaluation shall contain clear, consistent and balanced grounds apt to enable the applicant to understand the conclusions reached with regard to the applications' strengths and weaknesses.

All evaluations shall be completed and submitted to Diku within the applicable deadline(s), using the electronic assessment form provided by Diku. The Evaluator shall notify Diku as soon as possible if he/she will be hindered in completing the evaluations within the applicable deadline(s).

If Diku (in its absolute discretion) finds that an assessment is incomplete, unclear or otherwise lacking, Diku may request the Evaluator to clarify/elaborate on specific elements in his/her assessment. Time used to meet Diku's requests for clarification, if any, will not be separately compensated.

4. Requirements regarding impartiality (conflicts of interest)

Prior to and during his/her evaluation of each application, the Evaluator shall ensure that he/she is not disqualified to prepare the basis for decisions concerning financial support from Diku due to lack of impartiality/conflicts of interest.

If the Evaluator is in doubt whether he/she has the prerequisite impartiality, he/she shall suspend any evaluation work commenced and without delay consult Diku.

For Erasmus+ programmes, the Evaluator shall assess his/her impartiality against the following regulation:

Article 57 (Conflicts of interest) of the Financial Regulation applicable to the general budget of the European Union (Reg. No. 966/2012):*

1. *Financial actors and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with those of the Union.*

Where such a risk exists, the person in question shall refrain from such action and shall refer the matter to the responsible person at [Diku] who shall confirm in writing whether a conflict of interests exists. Where a conflict of interest is found to exist, the person in question shall cease all activities in the matter. The responsible person at [Diku] shall take any further appropriate action.

2. *For the purposes of paragraph 1, a conflict of interest exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.*

Article 32 (Acts likely to constitute a conflict of interest and procedure) of the Rules of Application of the financial rules applicable to the general budget of the Union (Reg. No. 1268/2012):*

1. *Acts likely to be affected by a conflict of interests within the meaning of Article 57(2) of the Financial Regulation may, inter alia, take one of the following forms (...):*

- (a) *granting oneself or others unjustified direct or indirect advantages;*
- (b) *refusing to grant a beneficiary the rights or advantages to which that beneficiary is entitled;*
- (c) *committing undue or wrongful acts or failing to carry out acts that are mandatory.*

Other acts likely to be affected by a conflict of interests are those which may impair the impartial and objective performance of a person's duties such as, inter alia, the participation in an evaluation committee for a public procurement or grant procedure when the person may, directly or indirectly, benefit financially from the outcome of these procedures. (...)

* Edited excerpts. The official versions are available at www.eurlex.eu.

For non-Erasmus+ programmes, the Evaluator shall assess his/her impartiality against the following regulation:

Section 6 (Requirements as to impartiality) of the Norwegian Public Administration Act 1967:*

A public official shall be disqualified from preparing the basis for a decision or from making any decision in an administrative case

- a) *if he himself is a party to the case;*
- b) *if he is related by blood or marriage to a party in direct line of ascent or descent, or collaterally as close as a sibling;*
- c) *if he is or has been married or is engaged to a party, or is the foster parent or foster child of a party;*
- d) *if he is the guardian or agent of a party to the case or has been the guardian or agent of a party after the case began;*
- e) *if he is the head of, or holds a senior position in, or is member of the executive board or the corporate assembly of a company which is a party to the case and which is not wholly owned by the State or a municipality, or an association, a savings bank or foundation that is a party to the case.*

He is similarly disqualified if there are any other special circumstances which are apt to impair confidence in his impartiality; due regard shall inter alia be paid to whether the decision in the case may entail any special advantage, loss or inconvenience for him personally or for anyone with whom he has a close personal association. Due regard shall also be paid to whether any objection to the official's impartiality has been raised by one of the parties.

The rules governing disqualification shall not apply if it is evident that the official's connection with the case or the parties will not influence his standpoint and neither public nor private interests indicate that he should stand down.

* Edited excerpt from an [unofficial translation](#) by the Faculty of Law, University of Oslo. The official Norwegian version of the Public Administration Act is available at www.lovdata.no.

5. Confidentiality and transparency

The Evaluator undertakes to not disclose any information received in the applications or in connection thereto, and to prevent unauthorized access to Espresso/OEET. The obligation of confidentiality applies at all times during and after the engagement, unless instructed otherwise by Diku.

The Evaluator shall strictly refrain from contacting the persons involved in the applications until all evaluations have been completed and submitted. Requests the Evaluator receives in relation to a particular assessment, if any, shall be directed to Diku.

The Evaluator's evaluations of applications are subject to the Act of 19 May 2006 relating to public access to documents in the public administration (the Freedom of Information Act), and may be disclosed by Diku to the applicants and/or other parties interested in the relevant case.

6. Remuneration of the Evaluator

The Evaluator will be remunerated for preparatory work, evaluation of the applications and attendance at information meeting/seminars/webinars arranged by Diku (if any), in accordance with the rates set out in individual Requests for Assistance.

Payment of the remuneration is conditional upon the Evaluator's due fulfilment of the evaluations he/she has accepted to complete. The remuneration will be paid out free of bank charges to the Evaluator's designated account latest 30 days after the evaluation results for the relevant call have been published.

Diku does not accept any liability for loss and/or delay arising from errors in the banking details supplied by the Evaluator.

7. Personal assignment

All work the Evaluator undertakes pursuant to any Request for Assistance shall be performed by the Evaluator himself/herself. No right or obligation conferred upon the Evaluator pursuant to the Letter of Engagement or in individual Requests for Assistance may be assigned, delegated or otherwise transferred to any third party.

Any consultations with peers, colleagues or other shall be made on a general and no-name basis, and always in accordance with the confidentiality obligation under Article 5.

8. Tax liabilities

The Evaluator is personally responsible for any tax liabilities arising due to his/her receipt of the remuneration, whether in Norway or abroad.

9. Global limitation of liability

Diku's liability vis-a-vis the Evaluator is strictly limited to payment of the remuneration on the terms and conditions set out herein. Diku does not accept any employment responsibilities vis-à-vis the Evaluator, whether in Norway or abroad.

10. Entry into force and duration

This framework agreement enters into force upon the Evaluator's acceptance of his/her appointment via Diku's online application system «Espresso», and remains in force until terminated by Diku or the Evaluator.

11. Revision and dispute resolution

Diku reserves the right to revise the terms and conditions set out herein. Such revisions, if any, shall be immediately communicated to the Evaluator and take effect upon the Evaluator's subsequent acceptance of a Request for Assistance.

Disagreements arising out of or in connection with these terms and conditions and/or any Requests for Assistance issued hereunder, shall be exclusively and finally resolved by the Norwegian ministry of education and research.

* * *