



KYKLOS 4.0

An Advanced Circular and Agile Manufacturing Ecosystem
based on rapid reconfigurable manufacturing process and
individualized consumer preferences

Contract for External Evaluators

Contracting parties

This contract ('the Contract') is between the following parties:

On the one part:

Fundacion Tecnalía Research & Innovation (TECNALIA), established in Parque Científico y Tecnológico de Gipuzkoa, Mikeletegi Paselekua 2, 20009 Donostia-San Sebastian, Spain, VAT number ESG48975767, represented for the purposes of signing the Agreement by [Name], [Position in organisation], legal representative of TECNALIA, hereinafter referred as the "Contractor".

On the other part:

[Name of the Expert], with VAT Number [xxxxxxx], home address [full address, post code, city, country], with Passport Number [passport number], hereinafter referred as the "Evaluator".

The Contracting Parties have agreed to enter this Contract under the terms and conditions below.

By signing this Contract, the Evaluator confirms that she/he has read, understood, and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1 and the provisions set out in Annex 2, which form an integral part of this Contract.

The Contract is composed by the following documents:

- Annex 1: Code of Conduct.
- Annex 2: Declaration of honour on exclusion criteria and absence of conflict of interest.
- Annex 3: Agreement on Personal Data Protection.

General Provisions

The European Commission (hereinafter referred as the "EC") and the Contractor, as a member of the consortium, have signed the Grant Agreement no. 872570 for the implementation of the project "Advanced Circular and Agile Manufacturing Ecosystem based on rapid reconfigurable manufacturing process and individualized consumer preferences" (Acronym: KYKLOS 4.0) within the framework of the European Union's Horizon 2020 Research and Innovation Programme.

The Contractor, following the selection procedure, has chosen the Evaluator to be part of the evaluation team of KYKLOS 4.0.

This Contract sets out the rights and obligations applying to the Evaluator and the Contractor for the purpose of evaluating the proposals submitted to KYKLOS 4.0 under the Open Call #2 in 2022.

Article 1 – Entry into Force of the Contract and Termination

This Contract shall enter into force on the day of its signature by the Contracting Party. The termination of the Contract will be subject to the terms and conditions set out in Article 10.

Article 2 – Tasks of the Evaluator

The Evaluator must participate in the evaluation of the proposals submitted in response to KYKLOS 4.0 Open Call #2 in 2022.

The call was launched on 27 July 2022 with a closing date of 12 October 2022. More information and the open call material can be found on: <https://kyklos40project.eu/open-call-02/>.

The evaluation process will take place remotely using the tools that will be provided by the KYKLOS 4.0 consortium. The schedule for the evaluation process is as follows:

- Evaluators onboarding and briefing: **20 October 2022** (11h00 CEST)
- Individual evaluations, including remote evaluation of the proposals and provision of evaluation reports, between **24 October 2022 to 04 November 2022**.
- Consensus meeting to discuss evaluated proposals on **09 - 10 November 2022** (10 – 16h00 CEST).
- Provision of final revised evaluation reports on **11 November 2022** (by 20h00 CET).

The briefing conference call will be recorded to share with experts not able to participate. The date and time of the consensus conference call may be changed based on the availability of evaluators. The consensus meeting may be needed only in case the evaluators have shown significantly different opinions.

The work in supporting KYKLOS 4.0 will be reimbursed based on the number of proposals reviewed, with each proposal corresponding to a value of €50.00. This includes the evaluation of the proposal, the writing of an individual evaluation report, participation in consensus meeting, and provision of any updates to the evaluation reports.

Article 3 – Performance of the Contract

The Evaluator must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law.

The Evaluator must do so fully, within the set deadlines and to the highest professional standards.

The Evaluator must ensure compliance with:

- The Code of Conduct (see Annex 1).
- The terms and conditions of this Contract do not constitute an employment agreement with the Contractor.

In the event the Evaluator cannot fulfil their obligations, s/he must immediately inform the Contractor.

Article 4 – Keeping Records and Supporting Documentation

The Evaluator must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly, and the expenses were actually incurred. These must be available for review upon the Contractor's request. The Contractor and the EC are entitled to analyse the evidence to determine whether the Contract has been duly performed.

The Evaluator must keep all records and supporting documentation for five years starting from the date of the end of KYKLOS 4.0 (prospectively, keep all records until 31 December 2028). If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Evaluator must keep the records and supporting documents until these procedures end.

Article 5 – Price of the Contract and Payments

Article 5.1. Price

The Evaluator will send a request for payment with the amount based on the number of proposals evaluated. All the taxes and other costs related to the evaluation process go to the expenses of the evaluators.

Article 5.2. Payments Schedule

The payment to the total gross amount will be paid after receiving of the complete documentation for payment. Payments are subject to the Contractor's approval of report(s), and of the payment request(s).

Approval does not mean recognition of compliance, authenticity, completeness, or correctness of content.

Article 5.3. Request for Payment

The Evaluator must make a request for payment to obtain their fees.

To do this, the Evaluator shall issue the payment request using the template provided by the KYKLOS 4.0 consortium.

The payment request shall be denominated in Euros (EUR) and the payments will be made by bank transfer up to 60 days from receipt of the payment request, provided that the payment requirements are met.

All the payment requests shall include:

- Concept: [Name of the evaluator/Company] – Evaluator for KYKLOS4.0
- Recipient:
Fundacion Tecnalia Research & Innovation (TECNALIA)
Parque Cientifico y Tecnologico de Gipuzkoa, Mikeletegi Paselekua, 2
20009 Donostia-San Sebastian
Spain
VAT number: ESG48975767
- The amount requested:
- VAT number of the organisation (if applicable):
- Name of the account holder to which the transfer is to be made:
- IBAN:

The Contracting authority can ask additional documentation if needed for the payment realization.

The Evaluator agrees that if he does not get any proposal for evaluation, he will not have any financial claims towards the Contractor.

The Contractor accepts no responsibility for delays in payments incurred by failure of the Evaluator to provide any of the above information a payment request submitted.

The Evaluator will be liable for all bank charges incurred due to incomplete information they might provide.

Article 6 – Confidentiality

Article 6.1. Principles

With respect to all information of whatever nature or form is disclosed to the Evaluator in the framework of the Contract and identified in writing as confidential, the terms of this Article shall apply.

Article 6.2. Obligations

The Evaluator agrees that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and understands that:

- I. It will not, during the term of the Project and for a period of five (5) years from the expiration date of the Contract; use any such information for any purpose other than in accordance with the terms of the Contract.
- II. It will, during the term of the Contract and for a period of five (5) years from the expiration date of the Contract, treat the same as (and to procure that the same be kept) confidential provided always that such agreement and undertaking shall not extend to any information which the Evaluator can show:
 - was, at the time of disclosure to the Evaluator, published or otherwise generally available to the public, or
 - has, after disclosure to the Evaluator, been published or become generally available to the public otherwise than through any act or omission on the part of the Evaluator, or
 - was already in the possession of the Evaluator, without any restrictions on disclosure, at the time of disclosure to the Evaluator, or
 - was rightfully acquired from others without any undertaking of confidentiality; or
 - is subsequently independently developed by the Evaluator without use of the information provided by the Contractor.

In case of breach of the confidential rules hereinabove set, the Evaluator will remain solely liable towards possible claims.

Article 7 – Check, Audits and Investigations

The European Commission may, during the implementation of the action or afterwards, carry out checks and audits to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the Evaluator is meeting their obligations.

It may do so throughout the Contract's validity and up to five years starting from the date of the end of KYKLOS 4.0 (prospectively, until 31 December 2028). The Evaluator must provide - within the

deadline requested - any information and data in addition to reports already submitted. The Evaluator must allow access to sites and premises on which the tasks specified in this Contract are performed.

The EC has the right of access for the purpose of checks and audits.

Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses, or recovery of undue amounts.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

Article 8 – Processing of Personal Data

The Parties declare that they are aware of, comply with and expressly submit to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (the “RGPD”), as well as Organic Law 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights, committing to give due use to data of such a nature that they obtain or to which they have access as a result of the development of this Contract.

When, in regard of the purpose of this Contract, Evaluator shall (i) have access to personal data under the responsibility of TECNALIA or (ii) process such personal data on behalf of TECNALIA, in the terms established by GDPR, Evaluator will act as TECNALIA Treatment Manager, and said data processing activity will be governed, in accordance with the provisions of the Article 28 of the RGPD, by the Treatment Commission Agreement that is attached to this as an Annex 3.

Suppliers of technological, administrative, legal or management services of each party may have access to the personal data of their representatives, within the framework of the services they provide to each one.

The personal data of the legal representatives of each of the Parties in the Contract, and those that, from now on, the Parties share in the framework of the execution of the Contract (i.e. name, identification number, address, email, phone number, etc.) shall be processed by each of the Parties as if they are the Data Controllers, individually, with the purpose of facilitating the management and performance of the contractual relationship among them. The personal data shall be stored during the period which is strictly necessary for fitting the purpose of the performance of the Contract and, whenever it is necessary, for the additional period needed to comply with legal obligations of the Parties, always on the legal basis of the necessity of performance of the Contract and the fulfilment of legal obligations. Personal data shall be communicated only to third parties and/or public organizations necessary to fulfil legal obligations. Data subjects shall have the right to (i) obtain access to their personal data, rectification of the inaccurate data, erasure, restriction of processing, data portability, object to processing, when appropriate, by written communication to the registered office of each of the Parties; and (ii) to lodge a complaint with the competent supervisory authority, especially when data subjects have not obtained satisfaction in the exercise of their rights. The legal representatives of the Parties hereby declare that the obligation to inform has been fulfilled by the Data Controller Party through the signature of this Contract.

Article 9 – Effects of Breaching Contractual Obligations

Article 9.1. Suspension of the Payment Deadline

1. The Contractor may at any point suspend the payment deadline if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The Contractor must formally notify the Evaluator of the suspension and the reasons for it.
3. The suspension takes effect on the date the notification is sent by the Contractor.
4. If the condition for suspending the payment deadline as referred to above is no longer met, the suspension will be lifted - and the remaining period will resume.
5. If the suspension exceeds two months, the Evaluator may ask the Contractor if the suspension will continue.
6. If the payment deadline has been suspended due to the non-compliance of the reports (see Article 3) and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the Contracting Party may also terminate the Contract (see Article 10).

Article 9.2. Reduction or Rejection of Fees

1. The Contractor may reject (parts of) the fees if they do not fulfil the conditions set out in Article 4.
2. The Contractor may reduce the fee if the Evaluator is in breach of any of their other obligations under the Contract (including the obligations set out in the Code of Conduct).
3. The Contractor must formally notify the Evaluator of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.
4. If the Contractor does not accept these observations, it will formally notify confirmation of the rejection or reduction.

Article 10 – Suspension of the Contract

1. The Contractor may suspend implementation of the Contract or any part of it, if the Evaluator is not able to fulfil their obligation to carry out the work required.
2. The Contractor must formally notify the Evaluator of its intention, include the reasons why and invite him/her to submit any observations within seven days of receiving notification.
3. If the Contractor does not accept these observations, it will formally notify confirmation of the suspension.
4. The suspension will take effect on the date the notification is sent by the Contractor.
5. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted, and implementation may be resumed. The Contractor will formally notify the Evaluator if the suspension is lifted and the Contract will be amended if necessary (see Article 13), unless it has been terminated (see Article 10).

Article 11 – Termination of the Contract

1. The Contractor may at any moment terminate the Contract if the Evaluator:
 - a. is not performing their tasks or is performing them poorly; or
 - b. has committed substantial errors, irregularities, or fraud, or is in serious breach of their obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The Contractor must formally notify the Evaluator of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification. If the Contractor does not accept these observations, it will formally notify confirmation of the termination.
3. The termination will take effect on the date the notification is sent by the Contractor.
4. The Evaluator may at any moment terminate the Contract if s/he is not able to fulfil their obligations in carrying out the work required.
5. The Evaluator must formally notify the Contractor and include the reasons why by giving 15 days' notice.
6. The termination will take effect on the date the Contractor will formally notify confirmation of the termination.
7. Only fees for days worked before termination may be paid.
8. The Evaluator must submit the payment request for the tasks already executed on the date of termination within 30 days from the date of termination.
9. On termination of the Contract, the Contractor may hire another Evaluator to carry out or finish the work. It may claim from the Evaluator all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

Article 12 – Liability for Damages

The Contractor cannot be held liable for any damage caused or sustained by the Evaluator during or because of performing the Contract, except in the event of the Contractor's wilful misconduct or gross negligence.

Article 13 – Force Majeure

1. 'Force majeure' means any situation or event that:
 - prevents either party from fulfilling their obligations under the Contract.
 - was unforeseeable, exceptional and beyond the parties' control.
 - was not due to error or negligence on their part or on the part of third parties involved in implementing the action, and
 - proves to be inevitable despite exercising due diligence.
2. A force majeure must be immediately and formally notified to the other Party. Notification must include details of the situation's nature, likely duration and expected effects.

3. The Party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

Article 14 – Amendments to the Contract

1. In justified cases - and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure - any party may request an amendment.
2. Amendments must be made before new contractual obligations are enforced.
3. The party requesting an amendment must formally notify the other party the requested amendment in writing with the reasons why.
4. Any amendment to this Contract shall be done in writing and shall be duly signed by both Contracting parties.

Article 15 – Applicable Law and Dispute of Settlements

This Contract shall be construed in accordance with and governed by the laws of Belgium.

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

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives **in three (3) copies** the day and year first below written:

[Name of evaluator]

Signature

Done in _____ on DD/MM/YYYY

Fundacion Tecnia Research & Innovation
(TECNALIA)

[Name of representative]

Signature

Done in _____ on DD/MM/YYYY

ANNEX 1 – CODE OF CONDUCT FOR EVALUATORS

Article 1 – Performance of the Contract

1. The Evaluator works independently, in a personal capacity and not on behalf of any organization.
2. The Evaluator must:
 - a. Evaluate each proposal in a confidential and fair way, in accordance with the KYKLOS 4.0 Guidelines for applicants and the evaluation documents provided by the Contractor in each of the evaluation stages.
 - b. Assist the Contractor or relevant service 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 Contractor or relevant service and deliver consistently high-quality work.
3. The Evaluator may not delegate another person to carry out the work or be replaced by any other person.
4. If a legal entity involved in a proposal approaches the Evaluator during the evaluation of this proposal, s/he must immediately inform the Contractor or relevant service.

Article 2 – Obligations of Impartiality

1. The Evaluator must perform their work impartially. To this end, the Evaluator is required to:
 - a. Inform the Contractor of any conflicts of interest arising in the course of their work including of any proposal competing with the proposal where the Evaluator may have a conflict of interest.
 - b. Confirm there is no conflict of interest for each proposal s/he is evaluating by signing a declaration of honour included in Annex 2.
2. Definition of the conflict of interest: For a given proposal, a conflict of interest exists if an Evaluator:
 - a. Was involved in the preparation of the proposal.
 - b. Stands to benefit directly or indirectly if the proposal is accepted.
 - c. Has a close family or personal relationship with any person representing an applicant legal entity.
 - d. Is a director, trustee or partner or is in any way involved in the management of an applicant legal entity.
 - e. Is employed or contracted by one of the applicant legal entities or any named subcontractors.
 - f. Is a member of any of the beneficiaries of KYKLOS 4.0 consortium.

3. In the following situations the Contractor will decide whether a conflict of interest exists, considering the objective circumstances, available information, and related risks when an Evaluator:
 - a. Was employed by one of the applicant legal entities in the last three years.
 - b. Is involved in a contract or grant agreement, grant decision or membership of management structures (e.g., member of management or advisory board, etc.) or research collaboration with an applicant legal entity or the fellow researcher or had been so in the last three years.
 - c. Is in any other situation that could cast doubt on their ability to participate in the evaluation of the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.
4. Consequences of conflicts of interest:
 - a. If a conflict of interest is reported by the Evaluator or established by the Contractor, the Evaluator must not evaluate the proposal concerned and shall immediately inform the Contractor about the situation.
 - b. If a conflict becomes apparent at any stage of the evaluation, the Evaluator must immediately inform the Contractor. If a conflict is confirmed, the Evaluator must stop evaluating the proposal concerned. Any comments and scores already given by the Evaluator will be discounted. If necessary, the Evaluator will be replaced.
5. If it is revealed during an evaluation that an Evaluator has knowingly concealed a conflict of interest, the Evaluator will be immediately excluded, and sanctions will apply.

Article 3 – Obligations of Confidentiality

1. The Contractor and the Evaluator must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The Evaluator undertakes to observe strict confidentiality in relation to their work. To this end, the Evaluator:
 - a. Must not use confidential information or documents for any purpose other than fulfilling their obligations under the Contract without prior written approval of the Contractor.
 - b. Must not disclose, directly or indirectly, confidential information or documents relating to proposals or applicants, without prior written approval of the Contractor.
3. In particular, the Evaluator:
 - a. Must not discuss any proposal with others, including other Evaluators, the Contractor or any other entity involved in any form on the Project, not directly involved in evaluating the proposal, except during the formal discussion at the meetings moderated by or with the knowledge and approval of the Contractor to this purpose.
 - b. Must not disclose:

- i. Any detail of the evaluation process and its outcomes or of any proposal submitted for evaluation for any purpose other than fulfilling their obligations under the Contract without prior written approval of the Contractor.
 - ii. Their advice to the Contractor or relevant service on any proposal to the applicants or to any other person (including colleagues, students, etc.).
 - iii. The names of other Evaluators participating in the evaluation.
 - a. Must not communicate with applicants on any proposal during the evaluation.
 4. The Evaluator will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing, or destroying all confidential documents or files upon completing the evaluation as instructed.
 5. If the Evaluator seeks further information (for example through the internet, specialized databases, etc.) to complete their examination of the proposals, s/he:
 - a. Must respect the overall rules for confidentiality for obtaining such information.
 - b. Must not contact applicants.
 - c. Must not contact third parties without prior written approval of the Contractor.

ANNEX 2 – DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned, [Evaluator name] in his/her own name:

1. Declares that he is not in one of the following situations:
 - a. Is bankrupt or being wound up, is having its affairs administered by the courts, has entered in an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - b. He/she or persons having powers of representation, decision making or control over have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata.
 - c. Has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations.
 - d. Is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
 - e. He/she or persons having powers of representation, decision making or control over have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests.
2. Declares that the natural persons with power of representation, decision-making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above.
3. Declares that he/she:
 - a. Is not subject to a conflict of interest as per Article 2 of Annex 1 of the Contract for Evaluators (Code of Conduct for Evaluators).
 - b. Has not made false declarations in supplying the information required as a condition of being eligible as Evaluator for the assessment of the proposals received under KYKLOS 4.0 open call or does not fail to supply this information.
 - c. Is not in one of the situations of exclusion, referred to in the abovementioned point 1.

Full name:

Signature

Passport/ID number:

Signed in [city], [country], DD/MM/YYYY

ANNEX 3 – PERSONAL DATA PROTECTION

**TO THE CONTRACT FOR EXTERNAL EVALUATORS
BETWEEN
FUNDACIÓN TECNALIA RESEARCH & INNOVATION AND
[Evaluator's name]
ON PERSONAL DATA PROTECTION**

In [place], this _____ day of _____ 201__

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN

On the one part:

[Name of the Expert], with VAT Number [xxxxxxx], home address [full address, post code, city, country], with Passport Number [passport number], who acts as **Data Processor**.

On the other part:

Mr. Jose M^a Múgica Iraola, acting herein as Financial Director, holder of national identity card number No. 15951636D, in the name and on behalf of FUNDACIÓN TECNALIA RESEARCH & INNOVATION, hereinafter TECNALIA, holder of Tax Identity Number G-48975767 and having its address at Parque Científico y Tecnológico de Gipuzkoa, Mikeletegi Pasealekua, 2, Donostia – San Sebastián (Gipuzkoa, Spain), which is filed with the Basque Country Registry for Trusts and Foundations, under Number F-69, who acts herein by virtue of a power of attorney that the representative declares to be currently in force, which was granted by means of a notary instrument authored by the Civil Law Notary of Bilbao Mr. Bilbao D. Jaime Fernandez Ostolaza, on the 9 day of September 2016 and is filed with number 1557 in the Notary's Roll of Notary Instruments, as **Data Controller**.

Both parties, through their representatives hereto, acknowledge each other the legal capacity, authority and interest required to sign this ANNEX and to fulfil the obligations arising here from, and to such end,

THEY DECLARE

- I. That for a proper evaluation of the proposal by the Evaluator pursuant to the Contract of which this Annex is an essential part (hereinafter, "the Contract"), Evaluator shall be granted access to personal data of which TECNALIA is Data Controller.
- II. That, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, there is a need for regulating the obligations undertaken by the parties by virtue of their contractual relationship in the field of data protection.
- III. That the evaluation of the proposals is subject to the fulfilment of the stipulations of this Annex, which shall be governed by requirements set forth in the provisions of Article 28 of the GDPR, in the law on personal data protection and especially, in the following:

CLAUSES

1. Applicable standards

This annex shall be governed by the provisions set forth herein, by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR), the Spanish Data Protection Law 3/2018, of 5 December 2018 and by other related regulations in the field of personal data protection and processing, currently existing or that may come to exist in the future.

2. Purpose

The purpose of this Annex is to establish the conditions on which Evaluator shall carry out the processing of personal data of which TECNALIA is a data controller, as required for the evaluation of the proposals as defined in the Contract and the annexes thereto, where applicable.

Data Processing shall comprise the following tasks:

- Collection
- Recording
- Organisation
- Structuring
- Retention
- Adaptation or change
- Extraction
- Query
- Use
- Communication by transfer
- Dissemination
- Comparison
- Interconnection
- Limitation
- Deletion
- Destruction
- Other:

3. Type of data

To carry out the evaluation of proposals that are the subject matter of the Agreement, TECNALIA shall make available to Evaluator the following types of data:

- Name of person
- Affiliation
- Gender (M/F)
- LinkedIn profile (Academic and professional profile)

4. Categories of data subjects

The categories of data subjects whose personal data shall be processed are as follows:

- Employees

5. Term

This Annex shall have the same term as the Contract to which it is an accompanying part.

On completion of the evaluation of the proposals arising from the Contract, and at the request of TECNALIA, Evaluator shall destroy or return immediately to TECNALIA, following TECNALIA instructions, any personal data to which it has gained access, as well as any documents or media in which any of these data are contained. In particular, Evaluator undertakes to return or destroy: (i) data included in files of which TECNALIA is the data controller, that TECNALIA made available for Evaluator in the course of the evaluation of proposals of the Contract; (ii) data, if any, created by the processing of by Evaluator of data of which TECNALIA is data controller; and, (iii) any support or document in which said data is contained. Destruction of data shall not be applicable in instances whenever there is a legal obligation to retain said data, in which case Evaluator shall return the data to TECNALIA, in accordance with its instructions, and TECNALIA shall ensure that data are retained.

6. Nature and purpose of processing

The nature and purpose of processing of personal data shall be those described in the Contract.

7. Data processor obligations

Evaluator, as data processor, does hereby represent and warrant to TECNALIA that:

- a) it has available the required technical ability to comply with the obligations arising from its contractual relationship with TECNALIA, in full observance of the rules on personal data protection and that it is in a position to commit itself to abide by the requisites of GDPR, insofar as required in the performance of the services under the Contract;
- b) it shall use the data being processed exclusively for the purpose for which data are processed, and that said data shall not be used, in any case, for its own purposes;
- c) personal data to which it gains access shall be processed exclusively on behalf of TECNALIA, and only on the instructions of TECNALIA;
- d) it shall keep secret and confidential any personal data of which TECNALIA is data controller to which it gains access and that it shall ensure that any individual authorised to process personal data has expressly agreed in writing to maintain confidentiality and to comply with any relevant security measures, about which they shall be informed accordingly. To that end, Evaluator shall keep the relevant documentation evidencing the fulfilment of the obligation undertaken in this paragraph available for TECNALIA;
- e) it shall implement any relevant technical and organisational measures to ensure a level of security appropriate to the risk of the processing activity;
- f) it shall not disclose to third parties, not even for storage, either the data to which it has access by virtue of the evaluation of proposals under the Contract or the development, assessment or similar processes carried out on said data, and that it shall refrain from duplicating or reproducing all or part of the information, results or relationships existing on said data, except in cases where it is legally required to do so;
- g) it shall not use any other entity as data processor unless previously authorised in writing by TECNALIA to do so, and where so authorised, that it shall inform TECNALIA about any planned change to add or replace any such other data processors;

- h) it shall assist TECNALIA, having due regard to the nature of the processing, by means of appropriate technical and organisational measures, to fulfil its obligation to respond to requests for exercising any of the rights data subjects have available;
- i) it shall provide assistance and support to TECNALIA in ensuring compliance with obligations relating to security measures and impact assessment, having due regard to the nature of processing and information available to Evaluator;
- j) it shall make available to TECNALIA all information necessary to demonstrate compliance with the obligations under this clause and allow for and contribute to audits, including inspections, conducted by TECNALIA or another auditor mandated by TECNALIA.
- k) it shall appoint a data protection officer or an officer in charge of these matters and of compliance with data protection legislation, whose particulars and contact details shall be submitted to TECNALIA. In the case that Evaluator is not obliged to appoint a data protection officer, it shall make TECNALIA aware of said circumstance, by means of a statement of compliance.
- l) it shall ensure that any person authorised to process personal data receives the required training on personal data protection;
- m) it shall provide support to TECNALIA in any prior consultation to the supervisory authority, where applicable;
- n) whenever Evaluator considers that compliance with any specific instruction by TECNALIA could entail a breach of GDPR or of any other applicable rule related thereto, Evaluator shall immediately notify it to TECNALIA and shall request TECNALIA to withdraw, modify or confirm the relevant instruction. Evaluator may suspend the implementation of the relevant instruction while awaits the decision of TECNALIA on whether to withdraw, modify or confirm the relevant instruction.
- o) it shall assist TECNALIA in responding to data subjects exercising their rights of:
 - access, rectification, erasure and objection to processing;
 - restriction of processing;
 - portability of data;
 - not being subject to a decision based solely on automated processing (profiling included).

All this within a reasonable period and, in any case, sufficiently in advance to allow TECNALIA to meet any applicable deadlines in dealing with the abovementioned rights, as established by the relevant legal provisions.

In those cases in which Evaluator, as data processor, receives a request for access, rectification, cancellation, objection, restriction of processing and portability of data directly from the data subject owner of the processed data, Evaluator undertakes to transmit such request to TECNALIA immediately in order to enable it to deal with such request within the statutory periods;

- p) it shall keep a written record of all the categories of processing activities performed on behalf of TECNALIA, including:
 - the name and contact details of the data processor or processors and of each data controller on whose behalf the processor acts and, where applicable, of the representative of the controller or of the processor and the data protection officer;
 - the categories of processing carried out on behalf of each controller;

- where applicable, the transfers of personal data to a third country or international organization (which, in any case, must have been approved by TECNALIA), including the identification of said third country or international organization, and in the case of the transfers of personal data set forth in Article 49, Section 1, Second paragraph of the GDPR, the documentation of the relevant assurances given;
- a general description of the technical and organizational security measures referred to in Article 32, section 1 of the GDPR.

8. Outsourcing of services

Evaluator may not outsource to a third party any processing commissioned to it by the TECNALIA, unless it has the express and written authorisation of TECNALIA to do so, expressly referring to the specific outsourcing at hand.

If Evaluator intends to outsource any service to a third party, it shall have to serve a written notice, in advance, to TECNALIA, specifying in a clear and unambiguous manner the identity of the subcontractor and its contact details.

The subcontractor shall be subject to comply with the same obligations as Evaluator, in the terms set forth in Clause 7 of this Annex, including the provision of satisfactory assurance of the application of appropriate technical and organisational measures.

In case that the subcontractor infringes its data protection obligations, Evaluator shall remain fully accountable to TECNALIA in connection with the compliance of the obligations of the subcontractor.

Where appropriate, the subprocessor shall likewise be subject to the obligations imposed on Evaluator hereby and to the instructions provided by TECNALIA in each instance. In this regard, Evaluator is required to set forth the relationship with the subprocessor and the obligations of the subprocessor in a contract signed by Evaluator and the subprocessor that meets the formal requirements established in this document. In case that the subprocessor does not comply with its data protection obligations, Evaluator shall remain fully accountable to TECNALIA in connection with said non-compliance, as if the infringement was committed by Evaluator.

9. Confidentiality

Evaluator undertakes to maintain the duty of professional secrecy with regards to personal data to which it may have access to meet the purpose of this Annex, both during and after the termination hereof. Evaluator shall make the personnel in charge of fulfilling the Contract aware of the obligations mentioned in the previous paragraph, and it shall be accountable for any failure to comply with said obligations.

Evaluator shall keep the relevant documentation evidencing the fulfilment of the obligation always undertaken in this clause available for TECNALIA.

10. Security measures

Evaluator undertakes to assess the potential risks arising from data processing and consequently, to implement security measures appropriate to ensure a level of security adequate to those risks, which must include, at least, the following:

- a) pseudonymisation and encryption of personal data;

- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident;
- d) a procedure for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Said security measures and any others to be implemented may be amended at the request of TECNALIA in order to take account of the regulatory changes or variations in the type of personal data to which Evaluator may have access.

If subsequent to entering the Contract, TECNALIA requests Evaluator to adopt or maintain security measures other than those agreed in this clause, or if said adoption is required by any future regulatory provision hereafter enacted, and this has a material impact on the costs of providing the services under this Contract, Evaluator and TECNALIA shall agree upon the appropriate measures to solve such circumstance. In avoidance of doubts, it is hereby acknowledged and agreed that the adoption of any security measures that may be applicable due to requirements arising from GDPR or from any state regulations related thereto shall not be deemed to be a sufficient reason for modifying the prices of the services subject of the Contract that may be affected by the adoption of said measures.

Attached hereto as Exhibit No. 1 to this Annex are the specific security measures to be implemented by Evaluator in connection with the processing hereunder.

11. Notification of data security breaches

Evaluator must notify TECNALIA any security breaches suffered by the personal data being processed without undue delay, and in any case, within 48 hours from the moment on which it is aware of said breach.

Provided Evaluator has the relevant information, the notification must include, at least, the following information:

- a description of the nature of the personal data breach, including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer or other contact point where more information can be obtained;
- a description of the likely consequences of the personal data breach;
- a description of the measures taken or proposed to address the personal data breach including, where appropriate, the measures taken to mitigate the potential adverse effects.

Furthermore, Evaluator shall immediately launch a thorough investigation of the circumstances related to said incident and shall submit to TECNALIA its report or remarks on said incident, fully cooperating with any inquiry that TECNALIA may carry out, and providing TECNALIA the assistance required to investigate said incident.

Additionally, Evaluator shall assist TECNALIA in the event of a personal data security breach, in order to ensure compliance with reporting obligations relating to personal data security breaches in accordance with GDPR (in particular, Articles 33 and 34 of GDPR) and with any other applicable rules modifying or complementing it, or that may be enacted in the future.

12. Exercise of rights of the data subjects

Whenever the data subjects exercise their rights of access, rectification, erasure and objection to processing, restriction of processing, portability of data and not being subject to automated individualized decisions by application to Evaluator, Evaluator shall have to notify it to TECNALIA, by sending a message to the e-mail address provided by TECNALIA. Evaluator shall have to serve said notice to TECNALIA immediately.

13. Audits

TECNALIA, if it deems it necessary, shall be able to request as many Audits as it considers appropriate to carry out on the processing of data performed by Evaluator as processor of data on behalf of TECNALIA, in order to ensure the security of data of which TECNALIA is data controller. Evaluator shall have to be in a position to allow auditors to gain access and to provide them with the tests and documentation they may request to meet the purpose of the audit.

Audits may be performed on a regular basis, according to a planned schedule, or they may be "ad hoc", as long as a reasonable notice time is provided, during the normal business hours of Evaluator.

The abovementioned requisites shall not apply where the audit is launched by an authority having jurisdiction on these matters or where TECNALIA reasonably considers that said fulfilling said previous requisites may endanger the purpose of the audit.

In case the audit finds that Evaluator, or the processing of personal data carried out by Evaluator, do not adjust to the applicable data protection rules, the parties shall have to analyse said finding and, in connection with said non-compliance, Evaluator shall have to implement immediately all and every rectification measures required to comply with said rules, in accordance with the instructions by TECNALIA. If the required remedial measures are not implemented, TECNALIA shall be entitled to terminate the contractual relationship it has with Evaluator by reason of non-fulfilment.

Likewise, TECNALIA may request, at any time, that Evaluator provides any audit report on data protection or other documentation it may have, or any other report on the security measures implemented in the processing of personal data, with the aim of ensuring the security of the information being processed as a result of the service provided.

14. Liability

Evaluator shall reimburse TECNALIA the amount of any penalties that may be imposed against TECNALIA by the Spanish Agency on Data Protection, or any other authority having jurisdiction, due to non-fulfilment or defective fulfilment of any applicable legal provisions in connection with which Evaluator or, where applicable, the subprocessor outsourced are accountable, as they arise from non-fulfilment of obligations that pertain to Evaluator in the field of data protection, by virtue of this contract. TECNALIA shall notify immediately to Evaluator any disciplinary proceedings that may have been initiated by the Spanish Data Protection Agency or by any other body having jurisdiction on these matters against TECNALIA for said non-compliances or defective compliances, to afford the opportunity for Evaluator to take charge of its legal defence, in the understanding that Evaluator must at all times act in coordination with TECNALIA and must also safeguard TECNALIA image.

Evaluator shall indemnify and hold TECNALIA harmless against claims, indemnifications, court proceedings and expenses arising from complaints or demands made by concerned individuals that TECNALIA is liable to pay pursuant to a judgement or award given by a court having jurisdiction on these matters or by virtue of a settlement agreed between TECNALIA and any third party claimants, arising from non-fulfilment or defective fulfilment of any applicable legal provisions in connection with which Evaluator or, where applicable, the subprocessor outsourced are accountable, as they arise from

non-fulfilment of obligations that pertain to Evaluator in the field of personal data protection, by virtue of this contract. For these purposes, the parties agree that (i) TECNALIA must notify in writing to Evaluator any claims or court proceedings made or initiated by third party claimants and the facts on which said claims or proceedings are based; (ii) the defence in the legal proceedings shall be under the management of TECNALIA, in coordination with Evaluator; (iii) TECNALIA may arrange with third parties any out-of-court settlements that it considers appropriate, and Evaluator shall be liable to reimburse TECNALIA the amount of compensation so paid, and where applicable, any attorney's fees, court costs or any other expenses incurred into by TECNALIA due to claims or court proceedings initiated by third parties as set forth in this paragraph.

15. Information in the field of data protection

The personal data of the legal representatives of each of the Parties in this ANNEX, and those that, from now on, the Parties share in the framework of the execution of this ANNEX (i.e. name, identification number, address, email, phone number, etc.) shall be processed by each of the Parties as if they are the Data Controllers, individually, with the purpose of facilitating the management and performance of the contractual relationship among them. The personal data shall be stored during the period which is strictly necessary for fitting the purpose of the performance of this ANNEX and, whenever it is necessary, for the additional period needed to comply with legal obligations of the Parties, always on the legal basis of the necessity of performance of this ANNEX and the fulfilment of legal obligations. Personal data shall be communicated only to third parties and/or public organizations necessary to fulfil legal obligations. Data subjects shall have the right to (i) obtain access to their personal data, rectification of the inaccurate data, erasure, restriction of processing, data portability, object to processing, when appropriate, by written communication to the registered office of each of the Parties; and (ii) to lodge a complaint with the competent supervisory authority, especially when data subjects have not obtained satisfaction in the exercise of their rights. The legal representatives of the Parties hereby declare that the obligation to inform has been fulfilled by the Data Controller Party through the signature of this ANNEX.

Data regarding representatives of Evaluator may be accessed by the providers of services of TECNALIA in the fields of systems, technology and administrative management, in the course of the evaluation of proposals that said third parties perform for TECNALIA.

The following addresses may be used by the signatories to get in contact with:

On behalf of the evaluator: [evaluator's e-mail]

On behalf of TECNALIA: [coordinator's e-mail]

The evaluator undertakes and agrees to provide the information set forth in the previous clause to every employee or contact person of its company whose personal data are to be provided to TECNALIA during the Contract.

In witness whereof, both parties sign this Annex, in duplicate, in the place and on the date first above written.

On behalf of Evaluator

[Evaluator name]

[Position, if applicable]

Signature

Signed in [city], [country], DD/MM/YYYY

On behalf of FUNDACIÓN TECNALIA RESEARCH & INNOVATION

Fundacion Tecnalia Research & Innovation (TECNALIA)

[Name]

[Position]

Signature

Signed in [city], [country], DD/MM/YYYY

DRAFT

EXHIBIT No. 1

SECURITY MEASURES TO BE IMPLEMENTED BY EVALUATOR

Evaluator has deployed and will maintain appropriate technical and organizational measures, internal controls and periodical tasks of security aimed at protecting the FUNDACION TECNALIA data against accidental, illegal or unauthorized acts of access, disclosure, alteration, loss or destruction, as it is described below:

Organization of Information security

- Responsibility for security. Evaluator has appointed a security officer, in charge of coordinating and ensuring compliance with security policies and procedures. In addition, it has also appointed a Data Protection Officer (DPO), in accordance with the article 37 of the GDPR, who oversees coordination and ensures data protection compliance in all the services and products of the company.
- Security Roles and responsibilities. There is a definition of the roles and responsibilities, including everything related to security and privacy, of each job that may imply access to the data of the FUNDACION TECNALIA. In addition,
- The Evaluator personnel who have access to the FUNDACION TECNALIA data will be subject to confidentiality obligations.
- Documentation of the security. There are documented security procedures and regulations

Human resources

- Regulations for the use of equipment and information security. Those regulations establish the rules for using computers, smartphones, and any other information system and is mandatory for all personnel who may be able to process the data of the FUNDACION TECNALIA. The objective of this regulation is to ensure the properly use of the information systems and the minimize security risks.
- Training in security. All the personnel who has access to the data of FUNDACION TECNALIA have been properly trained on the best practices of security and privacy, and in the applicable security procedures that must apply whenever they carry out their tasks. The personnel are aware of the possible consequences of not fulfilling the procedures and rules established.

Physical and environmental security

- Access to the facilities. Only the authorized personnel of Evaluator can access to the facilities where the information systems that process the data of FUNDACION TECNALIA are located.
- Physical media. The use of physical media such as portable hard drives or memory sticks to store information is not recommended. When they must be used, Evaluator shall keep a record of incoming or outgoing physical media that contains data of FUNDACION TECNALIA and that are managed by Evaluator, including the type of media, the authorized sender or receiver, and the date and time
- Protection against interruptions. Evaluator uses a variety of industry standard systems to protect against data loss due to power failure and also uses systems to protect against fires and other common threats which could damage the data of the client.
- Data removal. Evaluator has industry standard processes to eliminate data when they are no longer necessary.

Operations management

- Malware. Evaluator has established anti-malware controls in its infrastructure to help prevent malicious software from gaining unauthorized access to the data of FUNDACION TECNALIA
- Data outside the facilities
- Whenever Evaluator transmits data of the client on public networks applies standard procedures to protect communications, such as the use of secure protocols and the encryption of the information.
- Evaluator restricts access to the data of the FUNDACION TECNALIA stored in physical media that leave its facilities, when they are under its responsibility (for example, safekeeping that media)
- Event log. The data processing systems managed by Evaluator maintain an event log mechanism that can be analysed periodically, especially when a data breach or malfunction that may affect the data of the client is suspected.
- Temporary copies. In the event it is necessary to make temporary copies of the data of FUNDACION TECNALIA, Evaluator shall apply the same security measures as to the original data and shall destroy them when they are no longer necessary
- Tests. Evaluator shall not use real data for testing purposes. In the event it is essential the use of real data in testing tasks Evaluator will be able to use temporary copies considering the measures specified for the temporary copies.

Access controls

- Access policy. Evaluator keeps a record of the security privileges of the personnel who have access to the data of FUNDACION TECNALIA.
- Access authorization.
 - a. Evaluator keeps an updated record of the personnel who are authorized to access the information systems of EVALUATOR in which the data of FUNDACION TECNALIA is stored.
 - b. Evaluator deactivates user authentication credentials that have not been used for a period of time (never exceeding 6 months).
 - c. Evaluator identifies which persons have authorization to grant, cancel or alter the authorized access to data and resources.
 - d. Evaluator has systems that allow the identification of the authorized persons who have accessed to its systems and the access failures, especially those attempts made by unauthorised people.
- Least privilege
 - a. Technical support personnel are only allowed to access the data of FUNDACION TECNALIA when it is strictly necessary and for technical matters and as long as they can limit the access to the minimal set of data necessary to carry out their duties.
 - b. Evaluator restricts access to the data of FUNDACION TECNALIA only to those persons who require it to carry out their job duties.
- Integrity and confidentiality
 - a. Evaluator forces the deactivation of administrative sessions when computers are left unattended for whatever reason.
 - b. Evaluator uses security standards to store passwords so that they are intelligible and irreversible.
- Authentication
 - a. Evaluator assigns unique identifiers to the users who can access the data of the client.

- b. Evaluator uses industry standards to identify and authenticate users who attempt to access information systems.
- c. Evaluator applies good practices and security standards for the correct management of passwords (complexity, length, expiration...).
- d. Evaluator assures that expired user identifiers shall not be reused by other users.

Information security incidents management

- Incident response process. Evaluator has defined an incident response procedure based on standards and best practices, which ensures the capacity to detect and act upon security breaches. The procedure includes specific sections dedicated to the incidents involving personal data (as required by current legislation).
- Service monitoring. Evaluator has a monitoring process that verifies the status of the different services, particularly those affecting the data of the client.

Data recovery process

- Evaluator shall make backup copies of the data of FUNDACION TECNALIA on a regular basis and never with a frequency less than a week, unless the data has not been updated in that period. To guarantee the retrieval of information in case of not authorized modification or erasure (integrity and availability).
- Evaluator stores the copies of data of FUNDACION TECNALIA and the procedures for data recovery in a different place from what where are placed the systems that processes the data of FUNDACION TECNALIA.
- Evaluator has implemented specific procedures that regulate access to copies of data of FUNDACION TECNALIA.
- Evaluator reviews the data recovery procedures and their correct operation at least once every six months. Consideration made for temporary data shall be taken into account if the data of the client is affected in this activity.
- Evaluator records data restoration works including the person responsible, the description of the restored data and, if any, the data that had to be entered manually during the data recovery procedure.