



CONSULTANCY AGREEMENT

Contract: BLUE ACTIONAA-2026-1

Between:

The European Science Foundation (ESF)¹

1 quai Lezay-Marnésia

67080 Strasbourg Cedex

France

Partner of BlueActionAA (Horizon Europe project No. 101215504)

represented by Mr Nicolas Walter, Chief Executive,

hereinafter known as '**ESF**'

on the one hand

and

hereinafter known as '**the Consultant**'

on the other hand.

Each is designated individually as 'the party', or collectively as 'the parties'.

¹ Local non-profit association registered at URSSAF du Bas-Rhin under n° 427000000300042481 (SIRET N° 30249398600012 / NAF code 7219Z)

Introduction

About the BlueActionAA project

The EU Mission Ocean and Waters provides a systemic approach to restoring the health of the ocean, seas, and inland waters by 2030. The scope of the Mission is designed to:

- protect and restore marine and freshwater ecosystems and biodiversity, in line with the EU Biodiversity Strategy 2030,
- prevent and eliminate pollution of our ocean, seas and waters, in line with the EU Action Plan Towards Zero Pollution for Air, Water and Soil, and
- make the sustainable blue economy carbon-neutral and circular, in line with the proposed European Climate Law and the comprehensive vision outlined in the Sustainable Blue Economy Strategy.

BlueActionAA - Empowering Community-Led Action in the Atlantic & Arctic is an Horizon Europe funded project (GA 101215504) that seeks to make significant progress toward the objectives of the EU Mission “Restore our Ocean and Waters by 2030”, bridging Mission Ocean’s piloting phase (2021- 2025) with its deployment/upscaling phase (2026-2030).

BlueActionAA aims to mobilize and engage communities across the Atlantic and Arctic regions in ambitious efforts to restore and protect marine and freshwater ecosystems.

The BlueActionAA consortium is led by the Marine Institute.

The other seven consortium partners are the following: AIR Centre, European Science Foundation (ESF), Novergian Institute for Water Research (NIVA), Plataforma Oceanica de Canarias (PLOCAN), SINTEF, University of Southern Denmark (SDU), and Universidade de Aveiro.

The European Science Foundation (ESF) oversees the management of Cascading Grants and Open Calls.

About the Open Call

The BlueActionAA financial aid will be distributed through two different call types:

- The BlueActionAA Community-Led Pilot Action Call (BAAC-01) is dedicated to delivering cascading grants to community-led pilot actions with long-term impact. Community-led actions are defined as regional and local communities engaged in collective collaboration for innovation and uptake, acting as agents of change and long-term impact.
- The BlueActionAA Transition Agenda Calls (BAAT-01 and BAAT-02) are dedicated to delivering cascading grants for transition agendas, including strategic roadmaps, policy recommendations and regulatory innovation. Two calls will be organized, one early 2026 and another late 2026. For the purposes of those calls, a Transition Agenda is a strategic roadmap or actionable multi-year plan to support the

achievement of the Mission “Restore our Ocean and Waters by 2030”. It sets out priorities, specific actions, expected results and impacts, and identifies concrete pathways for implementation, scaling and future financing, with a focus on the Mission objectives most relevant to the specific community that is targeted.

Mission of the Consultant

The Consultant will deliver services related to the assessment of the submitted applications within the stated deadlines.

This agreement lays down the rights and obligations of the parties in the performance of the agreed services.

All communication between the BlueActionAA Project and the consultant shall be in English.

Both parties thus agree as follows:

ARTICLE 1. – PURPOSE OF THE CONTRACT

The scope of the Evaluation in the frame of the BlueActionAA project is to provide an evaluation of the applications that have been submitted in response to the BAAC-01 and BAAT-01 Calls, in the timeline given by ESF. The details of the evaluation procedure are available in Annex 1, and the timeline in Annex 2.

The Consultant's work will be controlled and validated by ESF for both quality and timely completion of all required deliverables.

The Agreement shall enter into force on the date on which the last Party signs it.

The confidentiality, intellectual property and data protection obligations shall continue after the termination of the Agreement.

The consultant will deliver the following services:

- The pre-assessment of up to 10 applications submitted in the frame of Horizon Europe project No. 101215504 BlueActionAA
- Participation to a remote expert panel meeting to prepare the ranking list of applications
- The preparation of a consensus report for up to 10 applications.

Those actions should be completed within the timeframe indicated in Annex 2.

Deliverables

The deliverables to be provided by the Consultant in the frame of this contract are the required number of quality-checked and validated evaluation and consensus reports per application submitted to the ESF Platform SmartSimple, as well as the participation in the remote panel meeting, within the given deadlines. The entire process will be administered through SmartSimple, the peer review platform used by ESF.

Note: Prior approval by the authorised ESF representative is required for any activity undertaken within the above tasks that would engage ESF scientifically, financially or in terms of ESF staff.

The Consultant's work (number of projects to be assessed, the timeline to execute it) will be specified by ESF and will be addressed via a Purchase Order sent to the consultant via the SmartSimple Platform.

The present document is a consultancy contract. It is expressly agreed that it implies no obligation whatsoever on the part ESF to place an order with the consultant within the timeframe covered.

Since evaluations are assigned based on the Consultant's skills, experience, and knowledge relevant to each application's field, this agreement cannot guarantee a minimum number of evaluation sessions.

ARTICLE 2. – DURATION OF THE SERVICE

The present contract is signed for a duration of 3 months, covering activity to be undertaken over the period from **29th June to 29th September 2026**. The timeline may be subject to revision and the agreement may therefore be extended to match the real activity period via a written *Addendum* to the present agreement (*cf. Article 9 – Changes to the Mission*). The timeline of activities is available in Annex 2.

ARTICLE 3. - PROVISION OF THE SERVICES

3.1 – Availability

The Consultant certifies that he/she is free to undertake the present contract as defined in Article 1 and that he/she is not bound by any conflicting obligation to a third party, nor by any prohibition, exclusivity or non-competition clause at the time of signing this contract.

3.2- Independence of the parties

The parties declare that they are, and will remain throughout the term of the contract, professional and independent partners.

The performance of the services does not involve any hierarchical relationship. The Consultant is neither an agent, nor an associate or representative or employee nor related to ESF in any other capacity and is not mandated to act as such by or in the name of ESF; his/her role is solely that of an independent consultant.

As an independent service provider, the Consultant is fully responsible for any taxes, charges or deductions of any kind for which it is liable in respect of the fees and expenses received in payment of the services as laid down by this contract.

3.3- Loyal behaviour

The parties mutually commit to acting loyally and in good faith, bringing to the notice of the other party without delay any conflict, difference of opinion or difficulty encountered in the performance of the present contract.

ARTICLE 4. – PROFESSIONAL FEES AND EXPENSES & PAYMENT SCHEDULE

In payment of the services as described under Article 1, the Consultant will be entitled to fees based on a rate per action:

Action	Amount/Action
Evaluation (pre-assessment, panel and consensus report)	100€

The exact number of quality-checked and validated evaluations to be provided by the consultant will be defined by ESF.

The aforementioned consultancy fee is payable upon completion/ validation of work agreed and upon receipt of the corresponding invoice/debit note².

The invoice can only be sent to ESF via the SmartSimple platform once the evaluation submission deadline has passed (September 17th 2026), and the quality of the work has been validated by ESF.

Please be aware that the invoice/debit note must be sent by the 29th of October 2026 at the latest.

Each invoice/debit note submitted by the Consultant must clearly list:

- The reference of the contract
- The number of evaluations, the panel day, and price
- The consultant bank details
- The French VAT number of ESF (i.e. FR22302493986)
- The Tax Number (e.g. VAT number) of the consultant (if applicable)
- The following reference: “Articles 44 and 196 of the Council Directive 2006/112/EC of 28 November 2006 - Reverse-Charge”.

ESF will pay the invoice through a bank transfer, strictly in Euros on banking accounts that accept Euros. The transfer should be made to the consultant’s personal account within 60 days of receiving the invoice.

² A debit note is an accounting document used for financial settlements between counterparties. They must contain the date of issue, information of the counterparties (issuer and recipient), description of the action, amount, bank details of the issuer. No Identification Number neither VAT are needed on this document.

ARTICLE 5. - OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to provide the services described in Article 1 above with full care and attention, and with respect to the mission - specific requirements and timeline as specified in the Annexes.

The Consultant will apply his/her know-how, technical ability and competency to the provision of the agreed services as he/she sees fit and to the best of his/her ability.

The Consultant may consult the documents, records and reports made available to him/her by BlueActionAA consortium for the purposes of this mission and as covered by the terms of this contract.

The Consultant declares that he/she is free of Conflict of Interest in relation to the application(s) he/she evaluates (including any personal, professional, or financial interests) and commits to immediately informing ESF of any potential Conflict of Interest arising during the mission.

ARTICLE 6. COMMUNICATION AND PUBLICATIONS***6.1- Publications***

No publication of any kind may be made by the Consultant concerning the services or any related information without the prior written agreement of ESF. ESF must reply to a request to publish within 30 (thirty) days of its receipt. In the absence of a reply from ESF within this period, the request must be considered as being refused.

Any plan on the part of the Consultant to publish or issue a communication directly related to the mission will thus be conditional on the prior agreement of ESF, which will have the right to modify any details whose disclosure could prejudice information held by ESF or the proper use of the results of the mission in its scientific, technical, industrial or commercial application. Such modifications should not, however, be detrimental to the scientific value of the publication.

6.2- Confidentiality

The parties to the present contract consider the mission and any knowledge or information received directly or indirectly from the other party during the mission, as confidential. The Consultant is therefore not authorised to divulge any such knowledge or information to any person whatsoever and by any means whatsoever without the prior agreement of ESF.

GDPR

BlueActionAA requires access to Personal and Entity Data to process and evaluate applications. As open call coordinator, ESF will act as the Data Processor for all data submitted through the SmartSimple platform for this purpose. To ensure the safety and security of this data, the SmartSimple platform has been designed and operates under strict compliance with The General Data Protection Regulation (EU) 2016/679 (GDPR). Therefore, all applicants are required to accept the SmartSimple Platform terms to ensure full coverage. For more information regarding the data privacy policy and security measures implemented by SmartSimple, please refer to their [website](#).

ARTICLE 7. - OWNERSHIP, APPLICATION AND USE OF RESULTS**7.1- Ownership of the Results**

The present contract being one of provision of services, ESF will be the owner of all results, information and deliverables, hereinafter known as 'Results', whether patentable or not, obtained during the mission. Ownership of the Results is not, however, conclusive until after payment of invoiced fees and expenses.

The methodology and know-how applied or developed by the Consultant in carrying out the mission remain the property of the Consultant, who will be free to use, share, protect, publish and freely exploit them.

7.2- Use of the Results

ESF will be entirely free to decide on the use and application of the Results. The Consultant will be allowed to use the Results free of charge for the purposes of his/her own research, as long as this does not conflict with their obligation for confidentiality.

ARTICLE 8.- USE OF NAMES AND OTHER MEANS OF IDENTIFICATION

The parties will define together the rules for the use of their respective names or other means of identification before any communication related to the mission is made.

ARTICLE 9.- CHANGES TO THE MISSION

The parties may negotiate in writing any modification to the nature, extent and duration of the mission, or of any other clause in the present contract.

Any change in the content of the mission during the operation of the present contract, and/or the length of its term, will entail the prior agreement of the parties in the form of a written and signed *Addendum*, as an integral part of the contract.

ARTICLE 10.- EARLY TERMINATION

The present contract may be automatically terminated by one of the parties in the case of failure to fulfil any of the obligations contained in its clauses on the part of the other party.

This termination will become effective 30 days after the issue of a registered letter with proof of receipt to describe the default, unless the party concerned fulfils its obligations or provides proof of the failure through *force majeure*³ within this period.

Exercise of the right to terminate the contract does not exempt the defaulting party from fulfilling its contractual obligations up to the new date of termination of the contract.

The provisions contained in the articles 'Communication and Publications', 'Ownership, application and use of results', 'Applicable law' and 'Disputes' will remain in force despite termination or cancellation of the present contract.

In the event of early termination, for whatever reason, the fees due to the Consultant will be calculated according to the services rendered in line with the terms of the contract up until its termination, and, if applicable, to include those services necessary to complete the work in hand (which must be agreed by both parties).

ARTICLE 11.- SEVERABILITY CLAUSE

Should any of the clauses of the present contract become obsolete, invalid or void according to the law or a settlement or a final court decision, such clause will be deemed unwritten and will not affect the enforceability of the contract as a whole.

³ Neither party shall incur any liability to the other in the event that it is delayed in the performance of its obligations under the contract solely by *force majeure*, where "force majeure" shall mean any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided.

The parties will do their utmost to reach agreement on the replacement of such a clause by an equivalent provision respecting the spirit and economics governing the signature of the present contract.

ARTICLE 12.- APPLICABLE LAW

It is specifically agreed between the parties that the present contract is governed by French law.

ARTICLE 13.- DISPUTES

In case of any disputes arising from the present contract regarding its validity, interpretation, performance, termination, and subsequent consequences or outcomes, the parties will first attempt to resolve the dispute in good faith, out of court.

In the case that no solution can be found, the parties agree to submit the case to the exclusive jurisdiction of the French courts, the contract being governed by and construed in accordance with French Law. The tribunal of Strasbourg shall have jurisdiction to hear any dispute under this agreement.

ARTICLE 14.- VARIOUS

The provisions of the present contract cancel and replace all declarations, negotiations, commitments, oral or written communications, assumptions, prior agreements and understandings between the parties on the measures concerned by the contract or for which it provides.

Signatures

For ESF

Nicolas Walter, ESF Chief Executive

The Consultant

Date:

Date:

Signature

Signature

ESF contact for the mission:

Hélène Schaffner
Action Mission Coordinator
grants@esf.org

Annex 1 : Evaluation procedure

Step 1: Online evaluation

All activities will be carried out individually on the ESF platform. The evaluation process will start with a brief informational session on the evaluation procedure, with special attention to the evaluation criteria. Each proposal will then be assigned to 2 evaluators, and consequently, 2 individual evaluation reports will be prepared for each proposal, which should be based on the assessment of 3 main criteria:

- Excellence
- Impact
- Implementation

Each evaluator will score a proposal without knowing the evaluation of their colleague, thus preventing one evaluator from influencing the other. Therefore, the same evaluation can receive very different scores.

Step 2: Panel

The evaluators will meet in a panel meeting to discuss the different proposals and establish a ranked list.

During the review panel meetings (teleconference), each application will be presented by their evaluators and discussed by the full panel.

The review panel will then agree on an overall mark for each application and produce a ranked list of applications.

Step 3: Consensus Report

The panel members will then produce a consensus report for each application, summarising the panel discussions. Narrative comments (not scores) from the consensus reports will be communicated to the applicants.

Annex 2: Timeline of Activities

Contracting with selected evaluators: 17/06/26 to 29/06/26

Evaluation period: 30/06/26 to 28/08/26

Panel meetings: 08/09/26 to 11/09/26

Consensus Reports: 11/09/26 to 17/09/26

Purchase Order: 17/09/26 to 30/09/26, Submitted by ESF to the consultant

Invoice submission: After Purchase Order reception, and until end of October 2026.
Payment within 60 days after invoice reception.