



## D1.4 Report on Financial Support to Third Parties

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# Abbreviations

AR	Advanced Report
ARES	International Conference on Availability, Reliability and Security
CDE	Communication, Dissemination and Exploitation
CERIS	Community for European Research and Innovation for Security
CORDIS	Community Research and Development Information Service
DFRWS	Digital Forensics Research Workshops
DG HOME	Directorate-General for Migration and Home Affairs
EAFS	European Academy of Forensic Science
EC	European Commission
EDEN	Europol's Data Protection Experts Network,
EOS	European Organisation for Security
EU	European Union
FCT	Fight against Crime and Terrorism
FR	Flash Report
FSTP	Financial Support to Third Parties
H2020	Horizon 2020
HE	Horizon Europe
IOC	Inter-Observatory Coordination
ISF	Internal Security Fund
LEA	Law Enforcement Agency
MoU	Memorandum of Understanding
PCC	Public Contracts Code
R&I	Research and Innovation
RTO	Research and Technology Office
SIA	Security Innovation Awards
SKB	Secure Knowledge Base
WP	Work Package

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## Executive Summary

This report establishes the framework for Financial Support to Third Parties (FSTP) within ENACT, aimed at enhancing European security through collaboration with external stakeholders, including industry, academia, and other innovators. ENACT dedicates 25% of its total budget, amounting to 552,500.00 €, specifically to engage with both providers and users of innovative solutions for validating, developing, and disseminating Fighting Crime and Terrorism (FCT) Research and Innovation (R&I) results.

The report details the mechanisms for managing financial support and cooperation, including the engagement with the winners of the Security Innovation Awards, creation of calls for validation with Law Enforcement Agencies (LEAs) and end-users, organisation and participation in FCT R&I events, and the commission of in-depth studies by external experts. These initiatives aim to boost the visibility, credibility, and adoption of innovative solutions, driving competitiveness and maximizing the impact of ENACT and other FCT R&I projects. All activities are governed by a legal framework that ensures compliance with public procurement rules, transparency, and ethical standards, ensuring fairness throughout the process.

# 1 Introduction

## 1.1 ENACT Concept and Approach

Knowledge is one of the most strategic assets available to the European Union. The ability to anticipate threats, adapt to emerging challenges, and ensure evidence-based policymaking depends not only on technological capabilities or operational readiness, but also on the existence of robust, structured, and accessible knowledge ecosystems. Recognising this, the European Commission, through DG HOME, launched a dedicated effort to establish Knowledge Networks in key security domains, including the fight against crime and terrorism, border management, disaster resilience, among others.

The creation of these networks responds to a fundamental challenge: while Europe has invested heavily in security research and operational innovation, the results of these efforts are often fragmented, difficult to access, or disconnected from the needs of practitioners. Valuable knowledge produced in EU-funded projects, national initiatives, or institutional bodies frequently remains isolated within specific communities, limiting its practical impact and slowing the uptake of innovation.

Knowledge Networks are intended to address this structural gap. By promoting cooperation, knowledge sharing, and strategic alignment among researchers, practitioners, policymakers, and industry, these initiatives seek to create long-term, service-oriented platforms that consolidate existing expertise and make it actionable. More than just repositories or research summaries, these networks are designed to foster dialogue, support policy development, and contribute to the long term resilience and effectiveness of the security of the European Union.

Through these efforts, DG HOME aims to ensure that the wealth of knowledge already produced, and still to come, can be better organised, better used, and ultimately better connected to the priorities of the Union and its citizens.

ENACT – European Network Against Crime and Terrorism – is one of the thematic Knowledge Networks aiming to strengthen Europe’s capacity to fight crime and terrorism through structured knowledge, strategic collaboration, and innovation uptake. As a network, ENACT brings together law enforcement agencies, researchers, policymakers, and industry to collect, organise, and make sense of the vast and fragmented body of knowledge generated across the FCT landscape. It provides a platform for sharing insights, identifying gaps, validating solutions, and aligning research and innovation with real operational needs, serving as both a knowledge hub and a bridge between research and practice.

## 1.2 Purpose of the deliverable and links to other deliverables

The ENACT project aims to advance research and innovation (R&I) in the fight against crime and terrorism (FCT) by collaborating with external stakeholders, including industry, academia, and law enforcement agencies (LEAs). This report provides an in-depth look at how the project strategically manages the funds proposed for financial support to third parties (FSTP) related to cooperation activities, as mandated by the project’s objectives.

To achieve its strategic goals, ENACT dedicates 25% of its total budget to engage with external actors. This financial commitment supports the validation of innovative solutions

stemming from research projects and the dissemination of innovative solutions, among others further outlined in this report. Key initiatives include supporting the winners of the Security Innovation Awards, organizing calls for validation and piloting with LEAs, organising and participating in FCT relevant events and fairs, and commissioning in-depth studies to external experts to fill knowledge gaps within the ENACT consortium. These efforts aim to establish a recognized and influential network that enhances the visibility, validation, and adoption of new solutions within the FCT R&I community.

This report is closely linked to several other foundational deliverables. It builds on the governance and management framework defined in D1.1, which sets out the overall decision-making processes and quality assurance measures. It is also linked to D4.2, D8.1, D9.1 and D10.1, where FSTP activities will be detailed.

### 1.3 Intended audience

This deliverable is intended primarily for the ENACT consortium partners as a reference framework for planning, managing, and implementing cooperation activities involving FSTP. It provides clear guidance on eligibility criteria, selection processes, contractual arrangements, and reporting obligations, enabling all partners to align their actions with the agreed procedures and compliance requirements. Furthermore, this report is relevant to external stakeholders, such as innovation providers, LEAs, academic institutions, and research organisations, who may participate in ENACT's cooperation activities.

## 2 Legal Framework and Transparency Guidelines

This section outlines the legal framework and transparency guidelines that govern the financial support to third parties, ensuring compliance with procurement laws, ethical standards, and best practices. These principles are crucial for maintaining the integrity and fairness of the entire process.

### 2.1 Overview of Applicable Legal Standards

Given Polícia Judiciária's (PJ) role as coordinator of ENACT, and the fact that it is PJ managing the budget related to FSTP, the financial support and procurement activities under this project are governed by the Portuguese Public Contracts Code (PCC)<sup>1</sup>. This legislation aligns with EU directives on public procurement, namely: Directive 2014/23/EU of the European Parliament and of the Council of February 26<sup>th</sup> on the award of concession contracts; Directive 2014/24/EU of the European Parliament and of the Council of February 26<sup>th</sup> on public procurement and repealing Directive 2004/18/EC; and Directive 2014/25/EU of the European Parliament and of the Council of February 26<sup>th</sup> on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC. Directive 2014/55/EU of the European Parliament and of the Council on electronic invoicing in public procurement was also considered. This decree-law therefore introduces changes to the Public Contracts Code with a view to transposing these directives,

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<sup>1</sup> The PCC was initially approved by Decree-Law 18/2008, of 29 January, and has been amended most recently by Decree-Law 66/2025 (10 April 2025). A consolidated version is available in [::: DL n.º 18/2008, de 29 de Janeiro](#)

ensuring that all procurement processes are conducted in a transparent, competitive, and non-discriminatory manner.

Key aspects of the legal framework include:

- **Transparency:** All stages of the procurement process, from the initial call for proposals to the final selection of beneficiaries, must be transparent. This involves clear communication of criteria, procedures, and decisions to all stakeholders.
- **Non-Discrimination:** Equal opportunity must be provided to all eligible participants, with no undue restrictions or favouritism.
- **Proportionality:** The procedures and requirements must be proportionate to the objectives of the procurement and the scale of the project.

## 2.2 Compliance with Public Procurement Rules

The management of financial support to third parties must adhere to the public procurement rules as outlined in the PCC. This includes:

- **Open Competition:** Ensuring effective competition among bidders, in line with the principles of the United Nations, which stress the importance of fair, open, and competitive bidding processes.
- **Best Value for Money:** Achieving the best possible outcomes by balancing cost, quality, and sustainability in procurement decisions.
- **Accountability:** Implementing robust mechanisms for oversight and accountability to prevent conflicts of interest, fraud, or corruption.

## 2.3 Transparency and Accountability Measures

To uphold transparency and integrity throughout the procurement process, the following measures will be implemented:

- **Audit Trails:** Detailed records of all decisions and transactions will be maintained to allow for external audits and reviews.
- **Stakeholder Engagement:** Regular information to stakeholders, including updates on the progress of procurement activities and the criteria used for selection decisions.
- **Evaluation Committees:** The General Assembly, as described in ENACT's Consortium Agreement, will oversee the evaluation and selection process, ensuring decisions are made impartially and based on merit.

## 2.4 Conflict of Interest Policies

In accordance with the PCC, a conflict of interest is any situation in which a manager or employee of a contracting authority, or a service provider acting on its behalf, who participates in the preparation or conduct of a public procurement procedure, or who may influence its

outcome, has a direct or indirect financial, economic, or other personal interest likely to compromise their impartiality and independence in that procedure<sup>2</sup>.

Strict conflict of interest policies will be enforced to prevent any individual or entity involved in the procurement process from gaining unfair advantage. This includes mandatory declarations of interest by all participants in the evaluation process.

Declarations will be submitted to the Project Coordinator, who will verify them with the support of the Ethics Manager. If a potential or actual conflict is identified, the Project Coordinator will assess the situation and decide on appropriate measures, including recusal and replacement of the individual concerned.

By adhering to these legal and ethical standards, the project ensures that financial support to third parties is administered fairly, transparently, and in accordance with both national and international best practices

### 3 Management of Cooperation Activities

This section describes the management framework for cooperation activities with external stakeholders, focusing on the financial support for third parties and engagement with academia, industry, and other external actors. The goal is to enhance the project's impact and ensure broad recognition of the network it creates. Task (T) 1.5 aims to efficiently manage the funding procedures for these cooperation activities, which are crucial for achieving the project's objectives as detailed in deliverable (D) 4.2. This includes providing financial support to third parties and involving external experts. To ensure effective engagement, at least 25% of the total project budget - 552,500.00 € - is allocated for interactions with external entities. This funding supports efforts to boost the visibility, validation, and adoption of new innovative solutions.

ENACT will support the FCT R&I community through the following funding activities:

- Supporting the winners of the Security Innovation Awards;
- Issuing calls for the validation of FCT R&I project results;
- Participating in and organizing FCT R&I community events;
- Funding in-depth studies conducted by external experts.

Each of these activities has specific requirements and processes, which are detailed below. This includes eligibility criteria, the application process, selection and evaluation methods, and overall coordination, all within the legal and ethical frameworks outlined earlier. All of these support measures will be published and announced in ENACT's website: [ENACT – European Network Against Crime and Terrorism \(enact-eu.net\)](https://enact-eu.net)

Polícia Judiciária (PJ), as Coordinator of ENACT and leader of T1.5, T2.5 and T3.5<sup>3</sup>, the tasks responsible for the management of the FSTP process, will manage the funds for these

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<sup>2</sup> Article 1.º-A(4) of the PCC

<sup>3</sup> ENACT is designed in 3 cycles – Tasks T1.5, T2.5 and T3.5 goals and objectives are the same, but each refer to its corresponding cycle).

cooperation activities and provide reimbursements of costs incurred to external parties or consortium partners, whenever applicable according to the typology of the cooperation activity, and in conformance with the abovementioned legal and ethical frameworks.

## 3.1 Security Innovation Awards

### 3.1.1 Description

As part of the External Cooperation Activities, ENACT will provide support to third parties via its Security Innovation Awards (SIA). These awards are meant to support excellence or innovation in the FCT domain by providing “prizes” to third parties that develop solutions that contribute to innovating FCT. The prizes will be realised via financial support for demonstrations/validations/certifications, communication/dissemination/exploitation (CD&E) activities, or both. In total, ENACT will provide financial support to the 12 winners of the 2023, 2024 and 2025 editions of the Security Innovation Awards to be called by DG HOME for a total amount of 120,000 €. Other similar prizes given by other entities and agencies, notably Europol Excellence Awards in Innovation, could also be considered if so agreed with the implicated parties during the project implementation and should the required resources be available.

Participants in the contest will be informed in the terms of participation and upon reception of the Prize of their obligation to allow the Commission, the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control on documents, information, stored on electronic media, or on the recipient's premises.

### 3.1.2 Criteria and Eligibility

The winners of the SIA will not be chosen by ENACT, instead the winners will be selected from the Security Innovation Awards given by DG HOME and contacted, in a second moment, to receive support from ENACT. Should there not be 4 winners of the SIA, or in case it is not possible for ENACT to provide support for reasons such as:

- There were not 4 awards given by DG Home,
- The award winner was not relevant to the FCT domain,
- The award winner refuses support from ENACT, or
- There is a conflict of interest in providing support,

then ENACT will select FCT-relevant other award winners from awards given by the European Commission or EU Agencies (see Section 3.1.4).

### 3.1.3 Application Process

There is no formal application process for the Security Innovation Awards. Projects or solution providers will be contacted by ENACT to validate interest and establish a Memorandum of Understanding (MoU) between the project and awardee.

### 3.1.4 Selection and Evaluation Procedures

Once the winners of the Security Innovation Awards are announced (either by CERIS newsletter or CERIS event), ENACT will review the winners to ensure that they are relevant to the FCT domain. If the ENACT consortium believes that an award-winner is not relevant, or there is a barrier to providing support as outlined in Section 3.1.2, then an award-winner from

a different award by the EC or an EU Agency may be selected for support. The other awards that winners could be drawn from include, but are not limited to, the

1. Europol Excellence Awards in Innovation;
2. EUCPN's European Crime Prevention Award;
3. Frontex Prize Award Innovative Challenges.

The priority will be given to winners of DG HOME's Security Innovation Awards; however, the list above ranks which awards will be consulted first, in case needed, to select winners to achieve four in total every year in order to reach the KPI.

### **3.1.5 Coordination and Oversight**

Coordination and oversight of the process will be conducted by EOS, as leader of T8.4, T9.4 and T10.4, related to Cooperation Activities. Support to these activities will be provided by PJ and CENTRIC as contributors to this task and work package leaders, respectively.

Eligible activities will be described in the MoU; however, they will always be related in nature to either CD&E activities or validations, demonstrations, showcases, among others. Any activity that will be added after the MoU will need to be approved by both parties and have been agreed upon in writing. Accepted forms of written communication include email or signed documents.

The SIA awardees are to incur the costs of the aforementioned activities and send the receipts to PJ for reimbursement, accompanied by a report of the activities. The maximum ceiling for reimbursement is 10,000€ per awardee.

## **3.2 Call for Validation of FCT R&I results**

### **3.2.1 Description**

ENACT will set up a validation facility, providing practitioners and end-users the possibility of taking part in the validation and piloting scheme of new technologies and tools being developed and pilot tested in the framework of running H2020, HE and ISF projects in the FCT field. The call will provide these projects the chance to call for the participation of external end-users and LEAs in their Pilots, and the ENACT Network will take in charge the travel and subsistence costs of those external LEAs interested to take part in such Pilots. In addition, ENACT will provide the invited end-users with a common validation toolkit that will allow to compare and measure the results of different validation exercises. A total of 100,000 € of the Network budget under PJ (Other goods under Direct Purchase Costs) will cover the participation of at least 30 staff from LEAs and end-users in the Pilots for the validation of at least 15 tools and solutions coming from at least 9 R&I projects. The call will include evaluation criteria to select the Pilots for this scheme, by the means of an ad-hoc evaluation committee, in case that the number of applicants goes beyond the allocated budget. PJ will incur the travel and accommodation expenses of the selected end-users, who will not get any direct financial support.

## 3.2.2 Criteria and Eligibility

### 3.2.2.1 For Projects in the FCT field:

Projects eligible for Calls for Validation must be from the H2020, HE, ISF or DEP, as long as they are related to FCT. Projects from other funding frameworks can also be considered, such as Innovation Low Grants provided by Europol, or ESA as long as they are relevant for the FCT domain. Additionally, the scope of the project needs to have a strong relation to FCT Policy Areas.

### 3.2.2.2 For LEA Practitioners and External End-Users:

The criteria for the selection of LEA validators are as follows:

- must be a part of public authorities explicitly designated by national law for the prevention, detection, and/or investigation of terrorism, organized crime, or other serious criminal offenses;
- must work in sectors such as forensic science, organized crime, counter-terrorism, cybercrime, human trafficking, and drug enforcement;
- must operate within the European Union or affiliated states within the framework of European security agreements;
- must demonstrate that their work aligns with European policy areas, especially those targeted by ENACT (Fighting Crime and Terrorism - FCT);
- proven track record (at least 5 years) of engaging in law enforcement activities related to fighting crime and terrorism;
- must have experience related to the policy area of the project requesting the validation service;
- must not be from an entity involved in the project that requested the validation service;
- LEAs that are a part of the ENACT consortium can participate in the validation facility, as long as they do not belong to the staff that is directly involved in the management and implementation of ENACT budget;
- If there are external evaluators that fit the request, they should take precedence over LEAs participating in ENACT.

## 3.2.3 Application Process

### 3.2.3.1 For Projects in the FCT field:

The coordinator of the project can submit their interest directly to the coordinators of ENACT via e-mail, or using the link on ENACT's website for this effect - <https://enact-eu.net/get-involved>.

### 3.2.3.2 For LEA Practitioners and External End-Users:

A form has been created by EOS for the declaration of interest to be a validator for the ENACT project (see [Appendix D](#)). This form allows for LEA practitioners and end-user personnel that are willing to act as a validator to apply via a questionnaire. Once the questionnaire has been submitted, the ENACT Consortium (please see 3.2.4 below) will make a decision on whether or not to include them in the pool of validators (which will be used as a basis for selection). The form to register can be found on the website - <https://enact-eu.net/get-involved>.

## 3.2.4 Selection and Evaluation Procedures

### 3.2.4.1 For Projects in the FCT field:

For the selection of FCT projects to be validated, ENACT will also create a Review Board that will consist of already established internal review boards, such as the Security Board and the Ethics Board, and nominated technical reviewers from inside the consortium whose expertise fits the topics of the projects requesting the validation. The Review Board will then decide whether the project fits the eligibility criteria and approve (or disapprove) the validation.

### 3.2.4.2 For LEA Practitioners and External End-Users:

In order to ensure that ENACT has the necessary expertise on hand to conduct the validations, a pool of validators will be created allowing ENACT to find the right expertise in a timely manner. In order to create a pool of validators that are fit for purpose, EOS will conduct an evaluation to ensure that the validator meets the criteria and eligibility and can conduct the validations. Once this initial evaluation has been conducted, a vote will be conducted with the consortium whether or not to include the applicant in the pool of validators. If a qualified majority of two thirds of partners agree, then they will be added.

To respect data protection and proportionality principles, consortium partners will receive only the minimum background information necessary to make the decision. Full CVs will only be shared if strictly necessary for the evaluation, in which case they will be made available in a secure, access-controlled environment with clear instructions that no copies are to be retained locally and/or kept longer than necessary.

## 3.2.5 Coordination and Oversight

The process of selecting validators will be led by EOS with support of the entire ENACT consortium. EOS, along with the ENACT Review Board, will assign validators to the selected projects. EOS or PJ will then contact the selected validator to sign a Memorandum of Understanding (please see [Appendix B](#)).

## 3.3 Participation and organization in FCT R&I community events

### 3.3.1 Description

Considering the aims of ENACT, participating to FCT R&I community events is vital to raise awareness on ENACT activities and products portfolio. As such, ENACT partners will organise and participate in several events over the course of the project. A list of events attended by ENACT partners can be found in the D8.1, D9.1 and D10.1 “Impact report”. Attending FCT R&I community events offers the opportunity to liaise with different types of stakeholders relevant to the project’s activities. These stakeholders involved Member States LEAs, European and international organisations and institutions (such as the European Commission Directorate General for Home Affairs or Europol) and communities of researchers and innovators, through the CERIS or EU funded projects.

ENACT will also organise annual events, marking the end of the project’s cycles. It aims to display the preliminary results of the project and published reports, as well as providing room for panels with FCT experts will discuss the future of FCT research and innovation collaborative framework, priorities and pathways to foster market uptake and for the

community to come together as a whole. These events will also serve as a mean to showcase partner projects, such as the award winners, with additional opportunities to support their Dissemination and Communication activities and to engage with a variety of stakeholders fostering potential new collaboration for pilots and testing.

ENACT will be actively involved in co-organizing events for the FCT R&I Community, either with established networks, such as other knowledge and network projects or EU institutions and the CERIS. The scope and objectives of each of these events will be discussed and decided with the partnering entities and networks.

A budget of 156,000 € is planned for the organization of and participation in these events.

### **3.3.2 Criteria and Eligibility**

#### **3.3.2.1 ENACT Events:**

As defined in the Grant Agreement, three annual ENACT Network events will be organized as the main event where the whole of the FCT R&I community and the EC will come together to assess the Network outcomes and results.

#### **3.3.2.2 External Events supported by ENACT:**

ENACT partners will participate in relevant networking external events in order to present the project and its outcomes and exploit synergies and in broad conferences in the FCT R&I field, notably in CERIS FCT and INFRA workshops, Project2Policy workshops promoted by DG HOME, EDEN - Europol's Data Protection Experts Network - Conference , ARES - International Conference on Availability, Reliability and Security, EAFS - European Academy of Forensic Science Conference, DFRWS - Digital Forensics Research Workshops. Other events can also be considered, as long as they are relevant for the FCT R&I field. Events where ENACT is part of the event's agenda or have a dedicated booth or space, are eligible for financial support.

### **3.3.3 Application Process**

#### **3.3.3.1 ENACT Events:**

These events are already planned, so there is no need for an application process.

#### **3.3.3.2 External Events supported by ENACT:**

The ENACT consortium keeps an updated list of relevant events in the FCT R&I domain under Work Packages 8, 9 and 10 to determine which are the ones that would benefit the most from having the ENACT participation. At the same time, through CD&E activities to spread the type of activities ENACT is developing, the organisers of events and conferences can invite ENACT to sponsor or to actively participate in events, in the form of presence in panels, demonstration booths, or others. In the latter case of an invitation, a form will be available on ENACT's website for declaring the intention of having ENACT presence and participation.

### **3.3.4 Selection and Evaluation Procedures**

#### **3.3.4.1 ENACT Events:**

Not Applicable.

#### **3.3.4.2 External Events supported by ENACT:**

Both in cases of relevant events identified by ENACT, as well as the ones where the organisers issue an invite, all will be evaluated by the General Assembly to determine if it fits the eligibility criteria and define the most suited participant from the consortium, taking into account its role on the project, expertise and value for money.

### **3.3.5 Coordination and Oversight**

#### **3.3.5.1 ENACT Events:**

The coordination of ENACT-organized events is centrally managed by the ENACT consortium, with specific responsibilities assigned to various partners depending in the chosen venue for that year, along with PJ as coordinators and CENTRIC as WP8, 9 and 10 leader. Regular meetings will be held to monitor progress, address challenges, and make necessary adjustments to the event plans to ensure maximum impact on the FCT R&I community. If costs are incurred by other partner than the Coordinator, these will be later reimbursed.

#### **3.3.5.2 External Events supported by ENACT:**

ENACT participants in external events must report to the consortium the results of the participation in said event and will be a part of the annual Impact Report (D8.1, D9.1 or D10.1). If costs are incurred by other partner than the Coordinator, these will be later reimbursed.

## **3.4 In-depth studies by external experts**

### **3.4.1 Description**

ENACT continuously produces knowledge on the theme of fighting crime and terrorism based on the work carried out in the project. Two of the main knowledge deliverables are the Flash Reports (FR) and the Advanced Reports (AR). The content of the topics to be assessed for Advanced Reports and studied in depth will be amassed into a list by the observatories, based on the information available in the Structured Knowledge Base (SKB) and the discussions held with the relevant Knowledge Hubs. If the ENACT Consortium does not contain the in-house knowledge or experience to conduct the Advanced Reports, then ENACT will rely on external experts, notably from academia, but also from RTOs and industry, in order to tackle the subjects (please refer to the detailed work plan for T5.2). All in all, the commission of in-depths studies for a total of 90,000 € is planned.

### **3.4.2 Criteria and Eligibility for hiring external experts**

- Cannot be part of the ENACT Consortium or affiliated with ENACT Consortium organizations;
- Must have at least 5 years of experience working in the FCT Domain;
- Must be able to provide some references of past research work or publications within the domain of the requested report.

### **3.4.3 Application Process**

A form has been created by EOS for the declaration of interest to be an external expert for the ENACT project (see [Appendix C](#)). This form allows for individuals that are willing to act as an external expert to apply via a questionnaire. Once the questionnaire has been submitted, the ENACT Consortium (please see 3.4.4 below) will make a decision on whether or not to include

them in the pool of experts (which will be used as a basis for selection). The form can be found on the website - <https://enact-eu.net/get-involved>.

### **3.4.4 Selection and Evaluation Procedures**

#### **3.4.4.1 Selection of Experts**

In order to ensure that ENACT has the necessary expertise on hand to conduct the commission of the in-depth studies via external experts, a pool of experts will be created allowing ENACT to find the right expertise and produce a quality report in a timely manner. In order to create a pool of experts that are fit for purpose, EOS will conduct an evaluation to ensure that the expert could provide value for the project and meets the criteria and eligibility. Once this initial evaluation has been conducted, a vote will be conducted with the consortium whether or not to include the applicant in the pool of experts. If a qualified majority of two thirds of partners agree, then they will be added.

To respect data protection and proportionality principles, consortium partners will receive only the minimum background information necessary to make the decision. Full CVs will only be shared if strictly necessary for the evaluation, in which case they will be made available in a secure, access-controlled environment with clear instructions that no copies are to be retained locally and/or kept longer than necessary.

#### **3.4.4.2 Selection of Topics**

For the selection of experts for topics, ENACT will also create a Review Board that will consist of already established internal review boards, such as the Security Board and the Ethics Board, and nominated technical reviewers from inside the consortium whose expertise fits the topics of interest. Thus, each contract and topic will have a different Review Board that is tailored to the topic, with some permanent bodies. This process will ensure that the expert chosen will be able to provide the best analysis for the advanced reports, allowing ENACT to continue to produce quality content.

### **3.4.5 Coordination and Oversight**

The process of selecting experts will be led by EOS with support of the entire ENACT consortium. Once the pool of experts has been established, the Knowledge Observatory Leaders, with the support of the Inter-Observatory Coordinator, will coordinate the selection and evaluation of experts with the ENACT Review Board. EOS or PJ will then contact the selected expert to sign a contract (please see [Appendix A](#)).

Once the expert has completed the Advanced Report, the normal review process will take place in the ENACT Consortium to ensure that the produced content is of high quality. Once completed, the procedures for remuneration or punitive actions outlined in the contract will take place.

## **4 Conclusions**

The financial support and cooperation activities outlined in this report are crucial for the success of the ENACT project. By strategically investing in interactions with external stakeholders and adhering to stringent legal and transparency guidelines, ENACT is able to effectively enhance its impact and foster a widely recognized network within the security

research community, promoting the wide dissemination of knowledge and the uptake of innovative solutions.

Through initiatives such as the supporting the winners of the Security Innovation Awards, validation calls for LEAs, organisation of events and the commissioning of targeted studies, ENACT has demonstrated its commitment to supporting the development and validation of innovative solutions. The continuous engagement with external actors not only validates the project's outputs but also contributes to the goal of ENACT to develop a "Knowledge as a Service" model, increasing the adoption of new technologies, and strengthening the European security ecosystem. Moving forward, these collaborative efforts will play a pivotal role in driving innovation and ensuring the long-term success of the ENACT network.

# Appendix A. Template for Contracts for External Experts

## Contract for External Experts

CLASSIFICATION OF PARTIES [TBC]

HORIZON-CL3-2022-SSRI-01 – ENACT (European Network Against Crime and Terrorism), an Innovation Action funded by the European Union through the Research Executive Agency via grant agreement no. 101121152, represented by [TBC]

and

[INSERT EXTERNAL EXPERT INFORMATION], hereby named “Expert”.

### CHAPTER 1 – GENERAL

#### ARTICLE 1 – SUBJECT OF THE CONTRACT

This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between ENACT and the expert appointed to assist with the elaboration of Advanced Research Reports by external experts.

The Advanced Research Reports are in-depth studies that will be created by external experts for ENACT in order to tackle emerging hot topics of relevance for the Fight against Crime and Terrorism (FCT) Research & Innovation (R&I) community. The content of these reports will be decided ahead of time by the ENACT consortium, and the selection of experts will be done via the pool of experts that ENACT has amassed via outreach and expressions of interest. The experts with the backgrounds most relevant to the subject chosen will be asked to conduct the work outlined below.

### CHAPTER 2 – WORK TO BE PROVIDED

#### ARTICLE 2 – TASKS TO BE ACCOMPLISHED – REPORTS AND DELIVERABLES

1. The expert must assist ENACT [*OPTION: as part of an expert group*] with advice on:
  - [*TITLE OF THE ANALYSIS*]

in accordance with the Terms of the Technical Annex.

This involves, in particular, the following tasks:

- reading and analysing the background information,
- participating in meeting(s) (if any) and,
- drafting and submitting the report(s) (and other deliverable(s), if any) set out in the Technical Annex.

## ARTICLE 3 — WORKING ARRANGEMENTS — STARTING DATE — PLANNING AND DEADLINES — MAXIMUM WORKING DAYS

- 1) The work set out in Article 2 will start on the date of entry into force of the Contract, unless stated otherwise, and will finish at the latest on [DATE].
- 2) The work set out in Article 2 is planned as follows:
  - meeting(s) and other work involving travel:
    - Meeting(s): at [LOCATION], [between DATE\_1 and DATE\_2] (max. [X] working day(s))
  - remote work: - remote work: [between [DATE\_1] and [DATE\_2]]
  - report(s) and deliverable(s):
    - “TITLE” report for review]: at the latest on [DATE\_1]
    - “TITLE” final report]: at the latest on [DATE\_2]
- 3) The timing and deadlines set out in this Article is subject to confirmation by the responsible ENACT representative and may be subject to changes.
  - a) In case of any changes on the agreed deadlines, this shall be documented via a contractual amendment, email exchange or other similar means (see Article 21).
- 4) The total maximum working days foreseen is [NUMBER OF DAYS]. The number of days actually worked that may be declared by the expert may turn out to be less.
- 5) If the expert breaches any of their obligations under this Article, ENACT may apply the measures set out in Chapter 5, and in particular reject the fees, allowances and expenses (see Article 14).

## CHAPTER 3 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

### ARTICLE 4 — FEES

1. The expert is entitled to the following fee(s):
  - for meeting(s) and other work involving travel:
    - EUR 450/225 for each full/half day worked;
  - for remote work:
    - EUR 450/225 for each full/half day worked.
2. The fee(s) are subject to the following conditions:
  - for meeting(s) and other work involving travel:
    - the fee can be claimed only for days actually worked (i.e. the meeting day(s) actually attended);
    - travelling time cannot be considered as working time;
    - attendance must be confirmed in an attendance sheet/list of participants;
  - for remote work:
    - tasks will be paid only if they were accomplished in accordance with the provisions of the Contract, within the given deadlines, to the highest standards of quality and if they were approved by the relevant ENACT review board.
3. The total amount due will be calculated:
  - for meeting(s) and other work involving travel:
    - on the basis of the number of full/half days worked;
  - for remote work:

- on the basis of the number of full/half days worked.
- 4. All payments related to this Article depend on the request of the external expert, who must present proof of expenses and days worked,
- 5. The **total amount requested** may not exceed — and may be less than — the fee for the total maximum working days set out in Article 3.2, i.e. EUR [insert amount].
- 6. The fee(s) must be claimed in a **single payment request**.
- 7. If the expert breaches any of their obligations under this Article, the consortium may apply the measures set out in Section 5, and in particular reject the fees (see Article 14).

## ARTICLE 5 — ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees set out in Article 4, the expert is entitled to the following **allowances** and **reimbursement of expenses**:
  - Reimbursement of **travel expenses** directly connected with the work set out in Article 2 if explicitly agreed by the ENACT Consortium before the travel arrangements are fixed to the place of the meeting(s) and back; and
  - **accommodation allowance**.
2. The expert is also entitled to the **reimbursement** of the following other expenses:
  - expenses related to the participation in a **videoconference** — if the *ENACT Consortium* approved these expenses before the videoconference took place; and
  - expenses incurred as a **result of special instructions** — if the instructions were given by the ENACT Consortium in writing, the expenses were approved by the ENACT Consortium in advance, and the supporting documents are joined to the payment request.
3. Other expenses will **not be reimbursed**, in particular:
  - expenses incurred for purchasing equipment or other material needed by the expert to accomplish their tasks;
  - expenses already declared by the expert under another EU-Funded project or ENACT activity;
  - reckless or excessive expenses;
  - deductible VAT;
  - currency exchange losses.
4. For the **reimbursement**, the expert must present proof of payment up to 60 days after the day of the expense (see Article 8).
5. For **allowance**, the expert will be compensated according to the Commission Decision C(2024) 5405 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multiannual financial framework.
6. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5, and in particular reject the allowances and expenses (see Article 14).

## CHAPTER 4 – RIGHTS AND OBLIGATIONS OF THE PARTIES

### ARTICLE 6 — GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE ENACT CONSORTIUM

1. The expert must **perform** the Contract in compliance with all its provisions and legal obligations under applicable European Union (EU), international and national law. The expert must, in particular:
  - implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:
    - the Code of Conduct (see Annex 1),
    - the Technical Annex (see Annex 2), and
    - ensure compliance with applicable national tax and social security law.
2. The expert must personally carry out the tasks assigned under this Contract and may not delegate or appoint a deputy to perform them, unless expressly authorised in writing by the ENACT Consortium.
3. The expert must immediately inform the ENACT Consortium if they cannot fulfil their obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.
4. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5.
5. Both parties must implement the Contract fully, timely (i.e. within the deadlines set by the ENACT Consortium and to the highest professional standards. The Contract does not constitute an employment agreement with the Consortium.

### ARTICLE 7 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

1. The expert must **keep records** and other **supporting documentation** (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked, the remote tasks carried out and on travels and other expenses incurred).
  - a. They must make them available upon request or in the context of checks, audits or investigations (see Article 12).
  - b. The expert must keep all records and supporting documentation for **two years** starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the expert must keep the records and supporting documents until these procedures end.
2. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5.

### ARTICLE 8 — REQUEST FOR PAYMENT

1. The expert must submit a **request for payment** within **30 days** of completing the work agreed to the ENACT Project Coordinators, the Polícia Judiciária (Portugal).
  - a. The notification of receipt will be sent within 15 days after the end of the evaluation;

- b. The request for payment must contain all the necessary **information** and **supporting documents** for the ENACT Consortium to process the payment (i.e. depending on the type of payment requested: number of days worked, number of working days that correspond to the remote tasks carried out);
  - c. The expert may not submit a payment claim before having submitted the report or deliverable outlined in Article 2.
  - d. **Conversions** of costs incurred in another currency will be made by the ENACT Consortium according to the monthly accounting rates published on the Commission's website, that applied on the (first) day of the meeting.
2. If the expert is considered to supply a taxable service under national tax law, they must:
    - register their VAT number, and
    - if needed, request a VAT exemption certificate from the ENACT Consortium and send an invoice (without VAT) and with the following statement: "*Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)*".
  3. The expert must specify in the request the **bank account** to be used for making the payment.
  4. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5.

## ARTICLE 9 — PAYMENTS

1. Unless Article 13 applies, the ENACT Consortium will make payments within **30 days** from receiving the request for payment (see Article 8).
2. Payments are subject to the ENACT Consortium's **approval** of the report(s) and deliverable(s), and of the request(s) for payment. Approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.
3. Payments will be made in **euros**.
4. Payments will be made to the bank account specified by the expert in the request for payment (see Article 8.3).
5. The ENACT Consortium's payments are deemed to be carried out on the date on which its account is debited.
6. If the ENACT Consortium does not pay within the payment deadlines (see above), 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 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*.

## ARTICLE 10 — OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

1. The ENACT Consortium obtains **full ownership** of the results produced under the Contract (including copyright and other intellectual or industrial property rights).
2. The ENACT Consortium obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the ENACT Consortium. Such delivery and approval are considered to constitute an effective assignment of rights.
3. This transfer of rights is free of charge.

## ARTICLE 11 — PROCESSING OF PERSONAL DATA

1. Processing of personal data by the ENACT Consortium
  - a. Any personal data under the Contract will be processed by the ENACT Consortium under GDPR. At any moment, the expert can contact the Data Protection Officer (DPO) of the ENACT Consortium (publicly accessible on the ENACT Website) to withdraw consent or understand more on the process activities.
  - b. Such data will be processed by the '**data controller**' of the ENACT Consortium for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of ENACT (including checks, reviews audits and investigations; see Article 12).
  - c. the expert's personal data may be transferred to the Commission (Research Executive Agency) and external experts responsible for monitoring the proper implementation of EU-funded projects.
  - d. The expert has the right to access and correct their personal data. For this purpose, they must send any queries about the processing of their personal data to the Data Protection Officer (DPO) of the ENACT Consortium (publicly accessible on the ENACT Website).
  - e. The expert also has the right to have recourse at any time to the European Data Protection Supervisor (EDPS).
2. Processing of personal data by the expert
  - a. The expert may process personal data under the Contract only under the supervision of and on instructions from the data controller of the ENACT Consortium (see above).
  - b. The expert must put in place appropriate technical and organisational security measures to address data processing risks and in particular:
    - i. prevent any unauthorised person from accessing computer systems that process personal data, and especially:
      1. unauthorised reading, copying, alteration or removal of storage media;
      2. unauthorised data input, disclosure, alteration or deletion of stored personal data;
      3. unauthorised use of data-processing systems by means of data transmission facilities;
    - ii. ensure that access to personal data is limited to persons with special access rights;
    - iii. ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorization;
    - iv. design their organisational structure in a way that meets data protection requirements.
3. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5.

## ARTICLE 12 — CHECKS & AUDITS

1. The ENACT Consortium may — during the implementation of the Contract or afterwards — carry out **checks and audits** to verify the proper implementation of the

work (including reports and deliverables) under the Contract and whether the expert has met all their obligations.

- a. Checks and audits may be started **until the end of the ENACT project**.
  - b. The ENACT Consortium may carry out audits directly (using its own partners) or indirectly (using external persons or bodies appointed to do so).
2. The expert must provide — within the deadline requested — any information (including deliverables and reports already submitted) to verify compliance with the Contract.
  3. Findings in checks, audits or investigations may lead to the rejection of fees, allowances and expenses (see Article 14) and recovery of undue amounts (see Article 15).
  4. If the expert breaches any of their obligations under this Article, the ENACT Consortium may apply the measures set out in Chapter 5.

## CHAPTER 5 – BREACH OF CONTRACT

### ARTICLE 13 — SUSPENSION OF THE PAYMENT DEADLINE

1. The ENACT Consortium may — at any moment — suspend the payment deadline (see Article 9.1), if a request for payment cannot be approved because:
  - a. it does not comply with the provisions of the Contract (see Article 8),
  - b. the report(s) or deliverable(s) have not been submitted or are not complete or additional work or information is needed, or
  - c. there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.
2. In this case, the ENACT Consortium must formally notify the expert (via email) of the suspension and the reasons why. The suspension **takes effect** on the day the notification is sent by the ENACT Consortium (see Article 21). If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** and the remaining period will resume.
  - a. If the suspension exceeds two months, the expert may ask the ENACT Consortium to take a decision on whether the suspension will continue.
  - b. If the payment deadline has been suspended due to missing supporting documents or information (see Article 8) and the requested document or information is not submitted within the deadline set by the ENACT Consortium (despite a reminder), the ENACT Consortium may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 14).
3. If the payment deadline has been suspended due to non-compliance of reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by the ENACT Consortium (or was submitted but is also rejected), the ENACT Consortium may also terminate the Contract (see Article 17).

### ARTICLE 14 — REJECTION OF FEES, ALLOWANCES OR EXPENSES

1. The ENACT Consortium may reject (part of) the requested fees, allowances or expenses if:
  - they do not fulfil the conditions set out in Article 4 or 5
  - if the expert has committed:
    - substantial errors, irregularities or fraud, or

- serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1).
2. The ENACT Consortium must formally notify the expert of the rejection, the amounts, and the reasons why. The expert may — within 30 days of receiving notification — formally notify the ENACT Consortium of its disagreement and the reasons why.

## ARTICLE 15 — RECOVERY OF UNDUE AMOUNTS

1. The ENACT Consortium may recover any amount that was paid to the expert but is not due under the Contract.
2. The ENACT Consortium will notify the expert (via email) of its **intention** to recover, the reasons why and invite them to submit observations within 30 days of receiving notification.
  - a. If no observations are submitted or the ENACT Consortium decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered by formally notifying a **debit note** to the expert. This note will also specify the terms and the date for payment.
  - b. If payment is not made by the date specified in the debit note, the ENACT Consortium may recover the amount:
    - by **offsetting** it — without the expert's consent — against any amounts owed to the expert by the ENACT Consortium budget.
  - c. In exceptional circumstances, to safeguard the project's financial interests, the ENACT Consortium may offset before the payment date specified in the debit note; or by **taking legal action** (see Article 23).
3. If payment is not made by the date in the debit note, the amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 9.6, from the day following the date for payment in the debit note, up to and including the date the ENACT Consortium receives full payment of the amount.
4. Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.
5. Bank charges incurred in the recovery process will be borne by the expert.

## ARTICLE 16 — SUSPENSION OF THE CONTRACT

1. The ENACT Consortium may suspend implementation of the Contract or any part of it, if:
  - a. the expert is not able to fulfil their obligations to carry out the work required (see Article 6)
  - b. 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 the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).
2. The ENACT Consortium will formally **notify** the expert (via email) of the suspension of the Contract and the reasons why.
3. The suspension will take effect on the date the notification is sent by the ENACT Consortium.

- a. The suspension will be **lifted** if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be **amended** to adapt it to the new situation (see Article 22).
4. If resuming implementation of the Contract is not possible, the ENACT Consortium may decide to terminate it (see Article 17.1).
5. Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

## ARTICLE 17 — TERMINATION OF THE CONTRACT

1. The ENACT Consortium may terminate the Contract, if:
  - the expert is not performing their tasks pursuant to the Contract or is performing them poorly (see Article 6);
  - the expert has committed:
    - substantial errors, irregularities or fraud ,or
    - serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1);
  - the expert has been found guilty of grave professional misconduct, proven by any means;
  - the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
  - the ENACT Consortium deems that the tasks assigned to the expert under the Contract are no longer needed.
2. The ENACT Consortium may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 16.2 and 20.2).
3. ENACT Consortium must formally notify the expert (via email) of its **intention** to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification.
4. If no observations are submitted or the ENACT Consortium decides to pursue termination despite the observations it has received, it will formally notify **confirmation** of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.
5. The termination will **take effect** on the day after the notification of the confirmation is received by the expert.
6. The expert may terminate the Contract, if they are not able to fulfil their obligation to implement the work required (see Article 6).
  - a. The expert must formally notify termination to the ENACT Consortium (via email) stating:
    - the reasons why and
    - the date the termination will take effect. This date must be at least 15 days after the notification.
  - b. If no reasons are given or if the ENACT Consortium considers that the reasons do not justify termination, the Contract will be considered to have been **'terminated improperly'** (which may lead to the rejection of fees, allowances or expenses; see Article 14).
    - i. The termination will **take effect** on the date specified in the notification.

7. If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 8).
  - c. Only fees for days worked, remote tasks carried out and expenses incurred until termination takes effect (including commitments to pay, such as flight or hotel reservations) may be claimed.

## **ARTICLE 18 — ADMINISTRATIVE SANCTIONS**

1. In addition to contractual measures, the ENACT Consortium may also adopt administrative sanctions (i.e. exclusion from future procurement contracts, grants and/or expert contracts related to the project).

## **ARTICLE 19 — LIABILITY FOR DAMAGES**

1. The ENACT Consortium cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of willful misconduct or gross negligence.
2. Except in case of force majeure (see Article 20), the expert must compensate the ENACT Consortium for any damage it sustains as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.
  - a. Thus, the ENACT Consortium may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.

## **ARTICLE 20 — FORCE MAJEURE**

1. 'Force majeure' means any situation or event that:
  - a. prevents either party from fulfilling their obligations under the Contract,
  - b. was unforeseeable, exceptional, and beyond the parties' control,
  - c. was not due to error or negligence on their part, and
  - d. proves to be inevitable in spite of exercising due diligence.
2. The following cannot be invoked as force majeure:
  - a. any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
  - b. labour disputes or strikes, or
  - c. financial difficulties.
3. Any situation of force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
4. The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.
5. The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

## **CHAPTER 6 – FINAL PROVISIONS**

### **ARTICLE 21 — COMMUNICATION BETWEEN THE PARTIES**

1. Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must:
  - be made in writing,

- bear the Contract & Subject title (i.e. ENACT Contract #X, Advanced Report X “title of subject”, and
  - be sent via email
2. Communications by e-mail are considered to have been made when they are sent by the sending party to the address set out below, unless the sending party receives a message of non-delivery.
  3. The main addressed to be included in formal communications are the following:
    - [enact@shu.ac.uk](mailto:enact@shu.ac.uk)
    - [andre.alegria@pj.pt](mailto:andre.alegria@pj.pt); [filipe.rodriques@pj.pt](mailto:filipe.rodriques@pj.pt)

## ARTICLE 22 — AMENDMENTS TO THE CONTRACT

1. The Agreement may be amended in justified cases unless the amendment entails changes to the Contract which would call into question the procedure to select the expert.
2. Amendments may be requested by any of the parties.
3. The expert may not start any new work before the amendment takes effect.
4. The party requesting an amendment must submit to the other party the requested amendment (together with the reasons why).
  - a. If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both parties. If it does not agree, it must formally notify its disagreement within the same deadline.
5. An amendment **enters into force** on the day of the last signature.
6. The amendment **takes effect** on the date of entry into force or a future date agreed by the parties.

## ARTICLE 23 — APPLICABLE LAW AND DISPUTE SETTLEMENT

1. The Contract is governed by EU law and is supplemented, where necessary, by the law of Portugal.
2. Disputes concerning the Contract’s interpretation, application or validity that cannot be settled amicably must be brought before the courts of Lisbon, Portugal.

## ARTICLE 24 — ENTRY INTO FORCE OF THE CONTRACT

The Contract will enter into force on the day on which the last party signs.

### SIGNATURES

Expert:

[forename/surname]

Done in English on [Time] at [Location]

ENACT Coordinator(s)

[forename/surname]

Done in English on [Time] at [Location]



## Appendix B. Memorandum of Understanding for Validators

### Memorandum of Understanding

HORIZON-CL3-2022-SSRI-01 – ENACT (European Network Against Crime and Terrorism) is an Innovation Action funded by the European Union through the Research Executive Agency via grant agreement no. 101121152. As part of its External Cooperation Activities (T8.3; 9.3; 10.3), ENACT will set up a validation facility, providing practitioners and end-users the possibility of taking part in the validation and piloting scheme of new technologies and tools being developed and pilot tested in the framework of running Horizon 2020, Horizon Europe and Internal Security Fund projects in the FCT field. The call will provide these projects the chance to call for the participation of external end-users and Law Enforcement Agencies (LEAs) in their Pilots, and the ENACT Network will take in charge the travel and subsistence costs of those external LEAs interested to take part in such Pilots. In addition, ENACT will provide the invited end-users (validators) with a common validation toolkit that will allow to compare and measure the results of different validation exercises. The goal is to have at least 30 staff from LEAs and end-users in the Pilots for the validation of at least 15 tools and solutions coming from at least 9 Research & Innovation (R&I) projects. The call will include evaluation criteria to select the Pilots for this scheme, by the means of an ad-hoc evaluation committee, in case that the number of applicants goes beyond the allocated budget. The ENACT Consortium will take in charge the travel and accommodation expenses of the selected end-users, who will not get any direct financial support. This Memorandum of Understanding (MoU) sets out the terms and conditions that govern the relationship between ENACT and the external validator appointed to assist with “Call for Validation of FCT R&I results”.

#### DESCRIPTION OF THE VALIDATOR

##### Joint activities and cooperation

##### 1. OBJECTIVES AND FRAMEWORK

The objectives and the framework of this Memorandum of Understanding (MOU) between ENACT and the Validator are:

- For ENACT to offer EU-funded projects its support in helping ensure the uptake and success of their solutions/innovation by enabling the validator to take part in a demonstration or pilot of the innovation.
- ENACT will enable the validator to attend the aforementioned demonstration and pilots by covering the costs of attending.
- The validator shall conduct a fair evaluation of the proposed solution, using the validation guidelines provided by the ENACT project.

##### 2. ELIGIBLE COSTS

In order to ensure that the funding from ENACT, which is funded through public money, is used correctly and transparently, a list of eligible costs has been developed to guide the

Validator. Any agreement for costs outside of this list must be done via email or annex to this MoU for proper record keeping.

Eligible Costs:

- Travel tickets such as flights, trains or buses to arrive to and from the pilot/demonstration/testing site.
- Accommodation for the day(s) required to carry-out the validation activities.
- Subsistence Costs.
- Any entry cost required to attend the demonstration/pilot/validation.

Costs related to travel, accommodation and subsistence will be paid according to Commission Decision C(2024) 5405<sup>4</sup> authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multiannual financial framework.

### 3. LIST OF ACTIVITIES

A list of activities has been drafted below to align the expectations of the ENACT project with the validator's actions.

- Evaluate **the PROJECT/INNOVATION** to the best of the validator's ability, and in an honest fashion, using their expertise and the validation guidelines.
- Provide feedback to the entity carrying out the validation process within 30 (thirty) days of the demonstration event.
- Provide the ENACT Project with a brief report on the activities carried out as well as the validation results.
- Provide any feedback on the ENACT validation facility process, the validator's experience and areas for improvement.

### 4. POINTS OF CONTACT

The points of contact for the Memorandum of Cooperation between ENACT and **VALIDATOR** will be:

**ENACT WP9, Task 9.3 Leader EOS**

**TITLE**

**Mr. Vincent Perez Leon-de-Huet  
Mr. Guillaume BRUMTER**

**NAME**

### 5. DURATION OF THE AGREEMENT

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<sup>4</sup> European Commission, Commission Decision C(2024) 5405 of 31.7.2024 amending Commission Decision C(2021)35 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multiannual financial framework. Available at- [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/unit-cost-decision-travel\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/unit-cost-decision-travel_en.pdf).

The agreement becomes effective on the date of signature by both parties. It shall remain in effect until the end of 202X.

This memorandum of cooperation is entered into effective

On the \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_.

**Signatures:**

\_\_\_\_\_

\_\_\_\_\_

Name

Name

Position

Position

Date of Signature

Date of Signature

## Appendix C. Form for Declaration of Interest for External Experts

### ENACT Project - Declaration of Interest to be an Expert

Fields marked with \* are mandatory. ✕

#### Disclaimer ✕

The European Commission is not responsible for the content of questionnaires created using the EUSurvey service - it remains the sole responsibility of the form creator and manager. The use of EUSurvey service does not imply a recommendation or endorsement, by the European Commission, of the views expressed within them.

\* Please enter your full name

\* Please enter your email address

\* What organisation do you work for? If you work independently, please state so.

\* What are your primary areas of expertise?

- Organised Crime
- Terrorism & Radicalisation
- Cybercrime
- Petty Crime
- Hate Speech
- Domestic & Sexual Violence
- Disinformation & Fake News
- Conventional Forensics
- Travel Intelligence (PNR)
- Youth Criminality
- Community Policing

\* Please select which technologies you use in your line of work

- Personal & Other Equipment for Prevention, Response and Recovery
- Data, Information & Intelligence Gathering Management, and Exploitation
- Monitoring and Surveillance of Environment and Activities
- Security of Information Systems, Networks and Hardware
- Physical Access Control (of locations, goods, etc.)
- Identification and Authentication of Persons, Assets and Goods (Other than for tracking and tracing)
- Detection of Goods, Substances, Assets and People and Incidents
- Positioning and Localisation, Tracking and Tracing
- Mobility and Deployability
- Investigation and Forensics
- Decontamination and Neutralisation
- Secure and Public Communication, Data/Information Exchange
- Training and Exercises

\* Please upload your CV

Select file(s) to upload

\* Do you agree with the privacy policy below?

Please review the privacy policy here: <https://www.shu.ac.uk/about-this-website/privacy-policy>

- Yes, I agree
- No, I disagree


\* Please select for which purposes you consent the ENACT Consortium to process your personal data here provided

- For the project's execution, in accordance with the Grant Agreement #101121152.
- For the creation of a contract/MoU between you and ENACT Consortium.
- For contacting you if needed.

Submit

## Appendix D. Form for Declaration of Interest for Validator

### ENACT Project - Declaration of Interest to be an Evaluator

Fields marked with \* are mandatory. 

#### Disclaimer

*The European Commission is not responsible for the content of questionnaires created using the EUSurvey service - it remains the sole responsibility of the form creator and manager. The use of EUSurvey service does not imply a recommendation or endorsement, by the European Commission, of the views expressed within them.*

\* Please enter your full name

\* Please enter your email address

\* What organisation do you work for? If you work independently, please state so.

\* What are your primary areas of expertise?

- Organised Crime
- Terrorism & Radicalisation
- Cybercrime
- Petty Crime
- Hate Speech
- Domestic & Sexual Violence
- Disinformation & Fake News
- Conventional Forensics
- Travel Intelligence (PNR)
- Youth Criminality
- Community Policing

\* Please select which technologies you use in your line of work

- Access Control/Authorisation
- Alarm/Warning Systems
- CBRNe Detection and Neutralisation Products
- Data Analytics
- Data Storage and Exchange
- Digital Forensics
- Digital Security Products and Services
- Facilitation Systems and Secure Database
- General Equipment
- Guarding and Physical Protection (non-human)
- Internet-based Investigations
- Laboratory Equipment for Gathering and Forensic Analysis of Samples
- Healthcare/Medical Equipment
- Monitoring Tools and Services
- PPE/Safety Equipment
- Screening and Detection
- Search Devices and Tools
- Specialised Management and Control System
- Surveillance System
- Tracking, Navigation and Guiding Systems, Equipment and Tools
- Training and Simulation
- Conflicts Management/Use of Force
- Critical Communications/Interoperable Communications

\* Do you agree to traveling to another country for evaluations?

- Yes
- No

\* Are you aware that remuneration will not apply to evaluations on behalf of the ENACT project. Instead, travel expenses will be reimbursed.

- Yes, I am aware
- No, I am not aware

\* Please upload your CV

Select file(s) to upload

\* Do you agree with the privacy policy below?

Please review the privacy policy here: <https://www.shu.ac.uk/about-this-website/privacy-policy>

- Yes, I agree
- No, I disagree

\* Please select for which purposes you consent the ENACT Consortium to process your personal data here provided

- For the project's execution, in accordance with the Grant Agreement #101121152.
- For the creation of a contract/MoU between you and ENACT Consortium.
- For contacting you if needed.

Submit