

# Ethics advisor

Tender

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Funded by  
the European Union

# 1. Tender description

## 1.1. Purpose and scope

This tender aims to secure an independent external ethics advisor for one HORIZON project for which NIVA is the coordinator. *C-BLUES* is funded through Horizon Europe (HEU) by the European Commission (EC) under the Climate, Energy and Mobility program call and has associated ethics issues. With a duration spanning four years, the need for robust ethical oversight is vital.

The selected ethics advisor will conduct impartial assessments of the Consortium's activities to ensure strict adherence to their respective ethics policies and facilitating our commitment to advancing best-practice contributions in project implementation and relevant fields. This responsibility includes comprehensively evaluating regular ethics self-assessment deliverables, participate in the reporting to the Commission, and engaging in constructive dialogues with consortium members to address potential ethical challenges or shortcomings.

## 1.2. Estimated time

The anticipated total commitment is 640 hours. It is important to note that this figure serves as an estimate, and the actual total value may vary slightly, either falling below or exceeding the estimated amount.

Task	Estimated number of hours
Deliverable co-development	350
Physical and virtual workshops, leader discussions	150
Reporting to the European Commission	140
<b>Total</b>	<b>640 hours over 42 months</b>

# 2. Requirements

## 2.1. C-BLUES – general overview

The *C-BLUES* (Carbon sequestration in BLUe EcoSystems) project (101137844) is funded under the HEU call for EU-China international cooperation on blue carbon (HORIZON-CL5-2023-D1-02). *C-BLUES* is a four-year project. *C-BLUES* further closely collaborates with the independently funded (through the Chinese Ministry for Science and Technology) Chinese partner project *Blue Seas*.

*C-BLUES* is set to significantly advance knowledge and understanding of blue carbon ecosystems (BCEs) seagrasses, tidal marshes, mangroves, macroalgae, and macroalgae mariculture. It aims to achieve three overarching objectives:

- 1) develop new scientific knowledge within BCEs to reduce scientific uncertainty and improve reporting of blue carbon under the United Nations Framework Convention on Climate Change (UNFCCC),
- 2) provide input to a possible revision of the 2013 IPCC Wetlands Supplement to increase inclusion of coastal wetlands in national greenhouse gas (GHG) inventories and reporting,
- 3) raise awareness and promote the role of blue carbon for delivering global climate policy commitments in collaboration with Chinese and other international partners

*C-BLUES* will produce spatial maps, methodological best practices and standard operating procedures; enable more robust and reliable quantification of carbon emissions and sequestration; model sequestration capacity and upscale regional and global GHG budgets; assess carbon stock changes, GHG emissions and removals related

to different management interventions and human activities; review legal and institutional frameworks governing BCEs; and assess the drivers and barriers for integrating coastal wetlands into national reporting mechanisms under the UNFCCC.

*C-BLUES* will target the following Mission Ocean Lighthouse Areas (LA): LA Atlantic/Arctic, LA Baltic and North Sea, and LA Mediterranean Sea. The Black Sea, Dutch Antilles, and through collaboration with China, the Southern China coast will also be covered.

*C-BLUES* will engage with the scientific community, climate and coastal policy makers and the wider civil society to disseminate the knowledge generated, raise awareness of BCEs and build capacity for blue carbon research inclusion. *C-BLUES* will effectively impact national and international climate policy work so that BCEs more prominently are included in reporting and management actions.

## 2.2. Ethics advisor scope

The ethics advisor will interact with the consortium members, ensuring that the research activities and deliverables comply with the national and international ethics standards:

1. **Human participation and General Data Protection Regulation (GDPR)**
2. **Safety for beneficiaries**
3. **Participation of non-EU member states in the project**
4. **Compliance with the Nagoya Protocol.**

While the ethics advisor can enjoy flexibility in structuring their work plan to inform and evaluate compliance, the following activities are anticipated as essential components:

1. **The ethics advisor must report on the informed consent procedures for interviews.**
2. **Evaluation of ethics, risks and mitigation measures for beneficiaries conducting field experiments in the Black Sea region must be included in the reports.**
3. **The PR of China is identified as a country involving human rights, cybersecurity, IPR, etc. issues. The ethics advisor will report if beneficiaries ensure that the research conducted outside the EU is legal in at least one EU Member State and risks and mitigation measures on these issues.**
4. **If relevant, details on the materials which will be imported to/exported from the EU including authorisations must be included in the report.**
5. **The ethics advisor will report on compliance with the Nagoya protocol, (if relevant) specifically, but not only, while collaborating with non-EU countries. The Nagoya Protocol applies to the genetic resources but sometimes to the genetic data (sequenced information data).**
6. **A specific focus on the exchange of genetic information with the PR of China, but also in the Black Sea and the Mediterranean Sea is expected in the reports.**
7. **Evaluation and approval of an ethics work plan.**

## 2.3. Delivery schedule

The ethics advisor should submit a report at each reporting period (18 months, 36 months and final report at 48 months). The report must be sent to the project coordinator and science coordinator 10 days prior to the deadline. The payments will be associated with the delivery dates.

## 2.4. Payment schedule

The payment will be subdivided into equal parts, with each part corresponding to the successful completion of the specific reports described above. This structure ensures transparency, accountability, and alignment with project needs and milestones. Payments will proceed associated with delivery dates and based on invoices.

## 2.5. Instructions to bidders

Prospective bidders are required to provide the following information and documents as part of their submission:

1. **Offer letter (use the attached template)**
2. Project description / understanding of the service – include a description of the work, using own words.
3. **CV** - Include a comprehensive CV for the person or organization, highlighting their essential qualifications and relevant experience, including language skills, your experience with data and data-/cyber-security and your experience in relation to working with China.
4. **Price proposal** - Submit a detailed pricing proposal outlining the cost structure. The proposal should be comprehensive, transparent, and broken down to reflect the payment milestones, as outlined in Section 2.4. Please provide information regarding the different cost points the budget will be spend on.

### Questions:

If bidders have any questions or require clarifications regarding this tender, they are encouraged to submit their inquiries in writing to [anbud@niva.no](mailto:anbud@niva.no) no later than December 12<sup>th</sup> 2024.

### More information:

More information about the project can be found on the [project website](#).

More information about the Ethics advisor role can be found in the [EU Guidance Document](#).

## 2.6. Deadline for submissions

The deadline for the submission of bids is December 18<sup>th</sup> 2024 at 23h59 CET. Late submissions will not be considered. Offers should be valid in 6 months after submission.

## 2.7. Procurement procedure and evaluation of offers

The procurement is carried out in accordance with the Norwegian Public Procurement Act of 17 June 2016 (LOA) and the Public Procurement Regulations (FOA) FOR 2016-08-12-974 part I. The estimated value of this acquisition is between NOK 100,000 excl. VAT. and NOK 1.3 million and is exempt from the obligation to announce in public. FOA Part I contains no formal requirements for the procurement procedure other than the basic principles of 1) proportionality, 2) competition, 3) equal treatment, 4) predictability and 5) verifiability (LOA §4).

The client plans to award the contract without having contact with the suppliers beyond making any minor clarifications/corrections of the offers. Negotiations can nevertheless be carried out if, after the offers have been received, the client considers it appropriate. In that case, the selection of who will be negotiated with will be made after an assessment of the award criteria. It is specified that no supplier can expect a dialogue about their offer and must therefore deliver their best offer.

Offers will be evaluated by a combination of qualification, price proposal and demonstration of understanding of the task.

It is reserved that the EU must approve the selected supplier before a contract can be entered into.

## 2.8. Attachments

- **Template - Offer letter**
- **Contract outline**

## Offer letter

The supplier must fill in the table and sign below the table.

Business name:	
Registration no./VAT:	
Address	
Phone no.:	

Contact person:			
Phone no.:		Mobile:	
E-mail:			

The above-mentioned supplier hereby provides the attached offer for “Ethics Advisor in the project C-BLUES (Carbon sequestration in BLUe EcoSystems)” in accordance with the conditions set out in the tender documents (inkl. contract draft and other attachments). Any reservations and deviations appear here:

We stand by our offer until the date specified in the tender documents. The offer can be accepted by the client at any time up to the expiry of the persistence period.

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Place                      Date                      Signature

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Name signatory (in block letters)

## STANDARD AGREEMENT FOR ASSIGNMENTS

BETWEEN

**The Norwegian Institute for Water Research (NIVA),**

a private foundation, registration number 855 869 942, a company registered and incorporated in accordance with the Company Laws of Norway, with offices located at  
Økernveien 94, 0579 Oslo, Norway  
herein referred to as “**NIVA**”

AND

**[insert name of company/institution]**

(with registration number xxxxxx,  
with the office located at ) herein referred to as “**the Ethics Advisor**”

NIVA and the Supplier have concluded the following agreement relating to the following project:  
«Project title»

**1 Description of the Ethics Advisor’s tasks and deliverables:**

Provisions have been included for the «Project title» project, funded through the Horizon Europe scheme (Granting Authority), to appoint an external and independent Ethics Advisor for the purpose of monitoring and advising on the ethical scope and performance of activities relating 1) working with cybersecurity, IPR and ethics with China and/or other non-EU countries, 2) human participation and GDPR, 3) working with the Nagoya protocol, 4) ethics and safety of international field work.

The Ethics Advisor monitors and conducts his reporting in an independent manner. The role is also facilitative. The work of the Ethics Advisor is expected to contribute to the quality assurance and improvement of the Project’s activities and outputs. However, the responsibility of the actual performance of the project activities and outputs remain with the «Project title» Project Participants (see Appendix 2 for more in depth reflections on the Ethics Advisor role).

The ethics advisor is expected to:

1. Participation in virtual advisory workshops with task leaders to communicate and ensure ethical process
2. Identification of deliverables that require ethics clearance
3. Final evaluation of selected deliverables prior to submission
4. To deliver four reports (deliverables D1-D4) at the dates indicated below

**2 NIVA’s requirements for the implementation:**

See Appendix 1 for a detailed description of tasks in the role of Ethics Advisor for «Project title». NIVA will in addition to the project documentation found in Appendices 4&5, facilitate access to the Project Handbook and contact details between the Ethics Advisor and relevant Project Participants.

As a Supplier to a project awarded funding under the Horizon Europe, the following requirements for implementation shall be explicitly agreed:

- to respect key principles, such as fundamental rights, EU values and ethical principles, environmental and labour standards, security of information rules, the GDPR, and respect for IPR protection and privacy,

- to use appropriate audit standards as well as qualified and independent external auditors when needed, and comply with comparable standards as those set out in EU Directive 2006/43/EC, allowing for checks, reviews, audits and investigations (including on the-spot checks, visits and inspections) by the granting authority, OLAF, Court of Auditors (ECA).

### 3 Duration, progress and reporting:

Project participants / project organization:

**Company/institution, NIVA, and relevant Parties of the «Project title» Consortium**

Start-up date:

DD.MM.YYYY

Completion date:

DD.MM.YYYY 30.03.2028

Type of deliverables:

Reports

Due dates for NIVA's deliveries to the Granting Authority:

D1: 30.09.2025

D2: 30.03.2026

D3: 30.09.2027

D4: 30.03.2028

Etc.

Types of reporting:

Ethics deliverable reports

Due dates for reporting:

The D1-D4 deliverables to be submitted to the Granting Authority are scheduled for [set the dates of the Commission]. The deliverables must be sent to the project coordinator 7 days prior to the deadline of the Granting Authority, unless otherwise mutually agreed. The reports will be submitted by the coordinator. In addition to the deliverables D1-D4 the ethics advisor is asked to fulfill the task outlined in section 1 (Description of the Ethics Advisor's tasks and deliverables).

Progress reporting to NIVA:

Comments (if any):

-see Appendix 2, p. 17 for a reporting guide

-template (Appendix 6) may be subject to revisions requested by the Granting Authority

-deadlines may change if the Project Timeline changes. In such a case the Ethics Advisor shall be notified without delay and new deadlines shall be decided in a mutual written agreement

The following deviations should be reported immediately to NIVA's contact person:

- Deviations from schedule
- Deviations that may affect the agreed quality of the final result and delivery
- Any collaboration issues arising with any of the Project Participants
- Ethics deviations which Ethics Advisor observes in monitoring situations or in the course of the work and where regulatory or ethical standards risk being compromised

#### 4 Remuneration and conditions for invoicing:

##### Remuneration and invoicing

The agreed financial limit of the agreement: Insert amount and currency (All amounts excluding VAT)

**Fixed price:**

The invoice is sent in its entirety agreed milestones:

Milestone	Date	Hours dedicated	Amount	Total project cost
Deliverable 1	30.09.2025	XX	1/4	1
Deliverable 2	30.03.2026	XX	1/4	
Deliverable 3	30.09.2027	XX	1/4	
Deliverable 4	30.03.2028	XX	1/4	

Invoice address:

Norsk institutt for vannforskning (NIVA)  
Økernveien 94,  
0579 Oslo.

Reference number; NIVA's project number: 230063

Reference name; NIVA's project manager: xxxxx

Invoices shall be sent in e-commerce format (EHF). If this is not possible, the invoice should be sent in PDF format to [fakturamottak@niva.no](mailto:fakturamottak@niva.no)

Invoices are to be marked with NIVA's project number and project manager in NIVA.

Payment within 30 days of the invoice date, unless otherwise agreed between the parties.

Last invoice date: DD.MM.YYYY. Invoices that arrive after this date without prior approval from NIVA will not be honoured.

Reservations (please insert N/A if not relevant): N/A

Comments (please insert N/A if not relevant): N/A

#### 5 Contract terms

For the assignment the general conditions in the attachment are valid with the exceptions following this agreement.

#### 6 Special clauses:

The Ethics Advisor shall be independent from the Beneficiaries of «Project title» and shall execute their responsibilities in full independence of other professional and academic commitments.

The Ethics Advisor shall notify NIVA of any professional, financial, family or other personal links, or any other relationships or common interests, that could result in a conflict of interest. NIVA will then notify the Granting Authority without delay.



Section 9 in the General Conditions (Appendix 3) shall be replaced by the following provisions on confidentiality that are similar to the confidentiality obligations of the «Project title» Project Participants:

The Ethics Advisor may not reveal any information about the «Project title» project's activities and its outcomes, without the express written approval of the Beneficiaries or the Granting Authority. All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation is Confidential Information. The Recipient hereby undertakes for a period of 5 years after the «Project title» Project has received its final payment (NIVA shall notify the Ethics Advisor of the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions or requests of the Granting Authority;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the following provision:
  - If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national

funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care. The Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

**7 Representatives of the parties, address**

For NIVA: Name and surname, e-mail: name.surname@niva.no, phone: +47 xxxxxx

For the Ethics Name and surname, e-mail: , phone:

Advisor:

The contact person at NIVA and the Ethics Advisor are the main responsible for communication between the parties during the period of this assignment.

The Ethics Advisor is responsible for coordinating internal communication and coordination of own sub-tasks and shall be the main point of contact for NIVA. Similarly, the contact person at NIVA is responsible for coordinating internal communication at NIVA and shall be the main point of contact for the Ethics Advisor.

For and on behalf of the principal (NIVA):

Place: Oslo, Norway

Date:

Name (spelled in capital letters):

GUNN MIA ANGELL

Title: Chief Finance Officer

Signature: .....

For and on behalf of the Ethics

Advisor:

Place:

Date:

Name (spelled in capital letters):

Title:

Signature: .....

*(Latest date entered is registered as the assignment date.)*

**Attachments (in order of priority)**

- Appendix 1: Invitation/tender document between NIVA and the Ethics Advisor.
- Appendix 2: [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/roles-and-functions-of-ethics-advisory-ethics-advisory-boards-in-ec-funded-projects\\_he\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/roles-and-functions-of-ethics-advisory-ethics-advisory-boards-in-ec-funded-projects_he_en.pdf)
- Appendix 3: General conditions for assignments performed for the Norwegian Institute for Water Research (NIVA)
- Appendix 4: «Project title» Project Description (Description of Action)
- Appendix 5: «Project title» Ethics Review
- Appendix 6: Reporting template

### **Appendix 3: GENERAL CONDITIONS FOR SUBCONTRACTOR ASSIGNMENTS PERFORMED FOR NIVA**

#### **1. The implementation of the assignment**

NIVA's subcontractor shall carry out the assignment in a professional manner. The assignment is performed on the terms provided by NS 8402, with the changes and additions that follow from the parties' contract documents and these general terms and conditions for subcontracting assignments. The project organization must be as described in the subcontractor's offer to NIVA. Any replacement of personnel requires written consent from NIVA.

#### **2. Property rights to project results**

Unless otherwise agreed upon, the property rights to results belong to NIVA or NIVA's Client.

#### **3. Secrecy/publication**

Any form of secrecy pertaining to communications between the parties, and with project results, such as reports, conclusions or data, or postponement of publication time must be specifically agreed upon and shown in Agreement Clause 6. Any such agreement must be in accordance with NIVA's contract with its Client. Publication of results relating to the assignment shall be done by NIVA or NIVA's Client, unless otherwise agreed upon.

#### **4. Notification and delay**

If the subcontractor is unable to fulfil its obligations as agreed, including the event of delays, the subcontractor shall notify NIVA as soon as possible. The notification must specify the cause of the problem, how it is planned resolved and when the assignment can be completed.

If the assignment is not carried out in accordance with agreed deadline or quality due to circumstances caused by the subcontractor, and this causes NIVA a daily fine or other financial loss in a contract with a third party, NIVA has the right to take over the remaining work after prior notice. In such a case, the subcontractor is entitled to payment for the part of the assignment that has been performed but cannot make any claims beyond that.

#### **5. Responsibility**

The subcontractor is responsible for complying with prevailing laws and regulations. Personnel performing work under this agreement, shall know the NIVA ethical and environmental policy as described on [www.niva.no](http://www.niva.no), and undertakes to contribute to the fulfilment of the policy. Failure to comply with applicable laws or basic business ethics may cause cancellation of this agreement. Any liability or loss NIVA incurs as a result of a subcontractor's breach of current laws and regulations, or NIVA's environmental and ethics policy, is forwarded to the subcontractor in its entirety.

The subcontractor must have appropriate insurance that covers possible losses related to the delivery.

In the event of unforeseen events not covered by force majeure, the contracting parties are responsible for their own costs (for example, if planned field work is interrupted due to weather conditions). The owner of equipment used in connection with the agreement is responsible for ensuring that the equipment is adequately insured.

#### **6. Amendments to the agreement**

Each of the parties may demand that changes are to be made in the contract and in the assignment if factors arise which significantly change the assumptions on which the assignment is based. These changes are to be approved by both parties. Additions and changes to the contract must be dated, submitted in writing and be attached to this contractual document.

#### **7. Financial frame**

The financial frame stated in the agreement shall cover all expenses that NIVA is to be invoiced for in the project. Any changes must be approved in advance in writing. The subcontractor is obligated to limit the expenses as much as possible. Travel expenses are to be treated as direct expenses and will be compensated according to the Norwegian State travel allowance scale.

#### **8. Invoicing/payment**

Invoices are based upon accrued costs, unless otherwise agreed.

#### **9. Confidentiality**

As a consequence of this agreement, the parties may have access to each other's confidential information. Prices, terms and conditions in this agreement are considered confidential information, likewise information which is

clearly marked private or confidential. Information which is made publicly available without the other part's involvement, is not regarded confidential and therefore not bound by the terms of this Agreement. The parties cannot be held responsible for the Clients possible communication of such or other confidential information.

#### **10. Force majeure**

If a party cannot fulfil its obligations pursuant to the contract due to circumstances that the party proves lie outside its control, and which it cannot reasonably be expected to have taken into consideration when entering the contract, or to have could avoid or surmount the consequences of (force majeure), the party is exempted from its obligations under the contract for as long as these circumstances exist.

Should a force majeure situation occur, the party shall inform the other party as soon as it becomes aware of or ought to have become aware of the fact that force majeure exists. If the force majeure situation lasts, or is expected to last, for more than 90 days, either of the parties may cancel this contract with immediate effect. Regarding payment, the termination of the work and the rights to the research results, is subject to the terms regarding termination in clause 6 of the Agreement.

#### **11. Personal data**

The parties shall not use personal data for any purpose other than what is agreed and necessary to fulfil the agreement. Personal data shall not be shared with outsiders without consent, unless this is done in accordance with laws / regulations. Personal data shall not be transferred to countries outside the EU / EEA without a transfer basis and documentation proving that the conditions for using the transfer basis are fulfilled.

#### **12. Corruption**

The parties declare their commitment to counteract corrupt practices in the execution of the Agreement.

Further, the parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. Any such practice will be grounds for cancellation of the Agreement. The parties undertake to take rapid legal measures in their respective countries to stop, have investigated and prosecuted in accordance with applicable law any person suspected of corruption or other intentional misuse of resources, and shall inform each other of any matters in this respect.

#### **13. Termination of agreement.**

The parties may terminate the agreement with three months' written notice. During the winding-up period the costs connected with the assignment are to be kept as low as possible. Payment for work performed is to be in accordance with the conditions of the agreement. The subcontractor cannot claim compensation for lost profit or other loss related to the termination of the agreement.

#### **14. Disputes**

Any dispute concerning the setting up, interpretation or winding up of this agreement, are to be settled under Norwegian Law by arbitration subject to the agreement of both parts, ref. "Lov om tvistemål" of 13.8.1915 Ch. 32. Oslo District Court is to be adopted as the legal venue.

#### **15. Other conditions**

NIVA is entitled to undertake audits at its' subcontractor of all routines and systems and use of these associated with the assignment. Subcontractor shall during audits provide reasonable assistance at no cost to NIVA. If a deviation is revealed during an audit, the deviation shall be rectified without undue delay, irrespective of previous approval, payment, etc.

These general conditions form part of the agreement but shall be subordinate to any other special conditions included in the agreement.