



EUROPEAN COMMISSION
DG
Directorate
Unit

- Options [in roman in square brackets in grey] are to be kept as they are or deleted.
- Comments [*in italics in square brackets in grey*] are to be deleted and replaced by relevant data as appropriate.

EXPERT CONTRACT

CONTRACT NUMBER — [to be completed]

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

on the one part,

The Executive Agency for Small and Medium-sized Enterprises (hereinafter referred to as "EASME"), acting under the powers delegated by the European Commission, and represented for the purposes of the signature of this contract by [*forename, surname, function, department*], (hereinafter referred to as "the contracting authority"),

and on the other part,

[*Family name*]

[*First name*]

[Expert candidature number:]

[*Full official address*]

[*Email address*]

The parties referred to above have agreed to enter into this Contract under the terms and conditions below.

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2 and the Declaration of absence of conflict of interests and of confidentiality set out in Annex 3.

The Contract is composed of:

Terms and conditions

Annex 1 Code of Conduct

Annex 2 Terms of Reference

Annex 3 Declaration of absence of conflict of interests and of confidentiality

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CHAPTER 1 - GENERAL

ARTICLE 1 - SUBJECT OF THE CONTRACT

[The subject of the Contract is evaluation of [proposals] [tenders] submitted in response to the call for [insert call reference]].

[The expert must deliver a report on each [proposal and include recommendations] [tender and provide technical comments].]

[The expert may be asked to act as a ‘rapporteur’, for consensus discussions or meetings of panels of evaluators.]

[The subject of the Contract is assistance to the contracting party with opinion and advice [insert full description of tasks]].

ARTICLE 2 - WORKING ARRANGEMENTS

1. The expert’s work starts on [insert earliest starting date of work] and cannot exceed [insert number] working days.

The expert may not under any circumstances start work before the date on which this Contract enters into force in accordance with Article 23.

2. The indicative planning and number of working days for accomplishing the tasks are as follows:

OPTION 1 for in-situ evaluation:

- [Up to [number] working days for attending a briefing at [insert address or web address for remote briefing] on [insert date]]
- Up to [number] working days for in-situ evaluation at [insert address]
- The expert must submit the individual evaluation report [by the dates indicated in the electronic evaluation system] [[number] days from the start of the evaluation work] at the latest.
- The expert must perform all tasks in accordance with Annex 2.

OPTION 2 for remote evaluation:

- [Up to [number] working days for attending a briefing, to take place at [insert address or web address for remote briefing] on [insert date].]
- Up to [number] working days for remote evaluation depending on the number of proposals assigned to the expert in accordance with the following table.

[Adapt the table as necessary]

Days counting towards fee	½	1	1½	2	2½	3	3½	4 etc.
Call []								
[Action A: number of proposals]	1	2	3	4	5	6	7	8
[Action B: number of proposals]	1-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24

- The expert must submit the individual evaluation reports [by the dates indicated in the electronic evaluation system] [[number] days from the start of the evaluation work] at the latest.
- The expert must perform all tasks in accordance with Annex 2.

OPTION 3 for experts assisting the contracting party with opinion and advice:

- Up to [number] working day[s] to perform the tasks between [insert starting date] and [insert end date] [including [number] of meeting days]
- The expert must perform all tasks in accordance with Annex 2.

CHAPTER 2 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 - FEES

1. The expert is entitled to a fee of EUR 450 for each full day actually worked in accordance with Article 2.
2. The total amount of the fees is calculated to the nearest half day.
3. The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.

ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 3, the contracting party will also:
 - a) reimburse travel expenses directly connected with the work specified in the Contract, in accordance with Commission Decision C(2007) 5858¹.

The expert is entitled to the reimbursement of his/her travel expenses to and from the point of departure and to and from the place of the meeting.

¹ Commission Decision C(2007)5858 of 5 December 2007 laying down the Rules on the reimbursement of expenses incurred by people from outside the Commission invited to attend meetings in an expert capacity. Available at: http://ec.europa.eu/employment_social/egf/docs/reglementation_experts_2008_en.pdf.

Unless otherwise agreed by the contracting party, the ‘point of departure’ is the expert’s official address as stated in the Contract.

In exceptional and justified cases, the contracting party may agree to a different point of departure. This agreement must be given before any travel tickets are purchased.

If the expert changes the point of departure without the contracting party’s prior agreement, the reimbursement will be limited to the price of one return ticket from the expert’s official address.

- b) pay daily allowances in accordance with Commission Decision C(2007) 5858
 - c) pay accommodation allowances in accordance with Commission Decision C(2007) 5858
 - d) reimburse operating costs for participating in a videoconference will be reimbursed if the contracting party has agreed to the expert’s participation before the videoconference takes place.
2. Other expenses will not be reimbursed, in particular:
- (a) costs of purchasing equipment or other material needed by the expert to accomplish his/her tasks;
 - (b) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);
 - (c) reckless or excessive expenses.

CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 5 - PERFORMANCE OF THE CONTRACT

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

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

The expert must, in particular, ensure compliance with:

- the Code of Conduct (Annex 1); and
- applicable national tax and social security law.

The terms and conditions of this Contract do not constitute an employment agreement with the contracting party.

2. If the expert cannot fulfil his/her obligations, s/he must immediately inform the contracting party.

ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION

The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the contracting party's request.

The expert must keep all records and supporting documentation for five 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.

ARTICLE 7 - REQUEST FOR PAYMENT

1. To obtain his/her fees, allowances, and reimbursement of expenses the expert must submit a request for payment or invoice [in the electronic exchange system as referred to in Article 20, and include all the required scanned copies of original supporting documents] [in writing and include all the required supporting documents].
2. The request(s) for payment must be submitted within 30 days of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2, or after the last day of the meeting or remote evaluation session, whichever comes latest.

[For experts who only carry out remote evaluations, request(s) for payment must be submitted only once, within 30 days after the last report is submitted.]

3. For experts considered as supplying a taxable service under the applicable national tax regime, the request for payment must take the form of an invoice.

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]

ARTICLE 8 - BANK ACCOUNT

Payments shall be made to the expert's bank account denominated in [euro][insert local currency where the receiving country does not allow transactions in EUR], identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN² code:]

ARTICLE 9 - PAYMENTS

1. The contracting party will make payments within 30 calendar days of receiving the completed payment request(s) unless Article 13 applies.

² BIC or SWIFT code for countries with no IBAN code.

2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. Payments will be made to the bank account specified by the expert in the payment request referred in Article 7.
5. The contracting party's payments are deemed to be carried out on the date on which its account is debited.
6. On expiry of the payment period specified in paragraph 1 and without prejudice to Article 13, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus 3.5 points. The reference rate is the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

The suspension of the payment periods in accordance with Article 13 may not be considered as a late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of actual payment as defined in paragraph 5.

However, when the calculated interest is lower than or equal to EUR 200, it must be paid to the contractor only upon request submitted within two months of receiving late payment.

Conversions between the euro and other currencies will be made at the daily euro exchange rate published in the Official Journal of the European Union or failing that, at the monthly accounting exchange rate established by the European Commission and published on the website

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm
applicable on the day on which the contracting authority issues the payment order.

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

1. The Union must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the Contract. The contracting party may exploit them as stipulated in this Contract. The Union must acquire all the rights from the moment the results are delivered by the expert and accepted by the contracting party. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Union.
2. The Union must acquire ownership of each of the results produced as an outcome of this Contract which may be used, for the following purposes of:
 - (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the

Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

- (b) storage of the original and copies made in accordance with this Contract;
- (c) archiving in line with the document management rules applicable to the contracting party.

3. The Union may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

ARTICLE 11 - PROCESSING OF PERSONAL DATA

1. Processing of personal data by the contracting party

The contracting party will process all personal data included in the Contract according to Regulation No 45/2001³.

Such data will be processed by [*insert name of relevant entity*] ('data controller') only to perform, manage and monitor the Contract.

The data may also be sent to persons or bodies responsible for monitoring or inspections in application of EU law.

The expert has the right to access his/her personal data and to correct it. Any questions about or corrections to the expert's personal data must be sent to the data controller.

The expert has the right of recourse to the European Data Protection Supervisor.

2. Processing of personal data by the expert

If the Contract requires the expert to process personal data, the expert may only act under the supervision of the data controller identified above. This is the case in particular for determining why personal data should be processed, what categories of data may be processed, who will have the right to access the data, and how the data subject may exercise its rights.

The expert must put in place appropriate technical and organisational security measures to address the risks inherent to data processing and:

- (a) prevent unauthorised people from accessing computer systems that process personal data, and especially the:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that a data-processing system's authorised users can access only the personal data to which its access right refer;

³ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001).

- (c) record which personal data have been communicated by the expert, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting party;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- (f) design its organisational structure in a way that meets data protection requirements.

ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS

1. The contracting party may carry out checks and audits to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the expert is meeting his/her obligations.

It may do so throughout the Contract's validity and up to five years after the last payment is made. The expert must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted. The expert must allow access to sites and premises on which the tasks specified in this Contract are performed.

2. Under Regulation No 2185/96⁴ and Regulation No 883/2013⁵ (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract affecting the financial interests of the EU.
3. Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 161 of the Financial Regulation No 966/2012⁶, the European Court of Auditors (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

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

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Articles 14 and 15, or recovery of undue amounts in accordance with Article 16.

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

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

⁴ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996).

⁵ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248).

⁶ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 218, 26.10.2012).

ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT

1. The contracting party may at any point suspend the payment time limit if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The contracting party must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by the contracting party.
4. If the condition for suspending the payment time limit as referred to in paragraph 1 is no longer met, the suspension will be lifted — and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the contracting party if the suspension will continue.

5. If the payment time limit has been suspended due to the non-compliance of the reports or deliverables in accordance with Article 2 and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the contracting party may also terminate the Contract as referred to in Article 17.

ARTICLE 14 - REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES

1. The contracting party may reject:
 - (a) (parts of) the fees if the expert does not fulfil the tasks set out in Article 2;
 - (b) claims for allowances or expenses if they do not fulfil the conditions set out in Article 4.
2. The contracting party may reduce the fee if the expert is in breach of any of his/her other obligations under the Contract (including the obligations set out in the Code of Conduct).
3. The contracting party must formally notify the expert of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS

1. The contracting party may recover any amount that was paid but was not due under the Contract.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will confirm recovery by formally notifying a 'debit note' that specifies the payment terms and date.

3. The expert must repay the amount specified in the debit note to the contracting party.
4. If the expert does not repay the requested amount by the date specified in the debit note, late-payment interest will be added to the amount to be recovered.

The interest rate used will be the same as the rate applied by the European Central Bank (ECB) 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 specified in the debit note expires, as published in the C series of the *Official Journal of the European Union*.

5. If the expert does not repay the requested amount by the date specified in the debit note, the contracting party may recover the amounts due by offsetting them against any amounts owed to the expert by the EU institutions or an executive agency (from the EU or Euratom) budget without the expert's consent.

ARTICLE 16 - TERMINATION OF THE CONTRACT

1. The contracting party may at any moment terminate the Contract if the expert:
 - (a) is not performing his/her tasks or is performing them poorly; or
 - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of his/her obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the termination.
3. The termination will take effect on the date the notification is sent by the contracting party.
4. The expert may at any moment terminate the Contract if s/he is not able to fulfil his/her obligations in carrying out the work required as referred to in Article 5.
5. The expert must formally notify the contracting party and include the reasons why by giving [15] days' notice.
6. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel actually carried out before termination may be paid subject to Article 14. The expert must submit the payment request for the tasks already executed on the date of termination within [30] days from the date of termination.
8. On termination of the Contract, the contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

ARTICLE 17 - LIABILITY FOR DAMAGES

The contracting party cannot be held liable for any damage caused or sustained by the expert or a third party during or as a consequence of performing the Contract, except in the event of the contracting party's wilful misconduct or gross negligence.

ARTICLE 18 - FORCE MAJEURE

1. 'Force majeure' means any situation or event that:
 - prevents either party from fulfilling its obligations under the Contract;
 - was unforeseeable, exceptional and beyond the parties' control;
 - was not due to error or negligence on its part and
 - proves to be inevitable in spite of exercising due diligence.
2. A force majeure must be immediately and formally notified to the other party.
Notification must include details of the situation's nature, likely duration and expected effects.
3. The party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

CHAPTER 5 - FINAL PROVISIONS

ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES

Option 1: With electronic exchange system:

1. Communication under the Contract (e.g. information, requests, submissions, formal notifications, etc.) must:
 - be made in writing (in electronic form); and
 - bear the Contract's number; and
 - be made through the electronic exchange system, or otherwise specified there, via e-mail (see below).

If the electronic exchange system is temporarily unavailable, instructions will be given on the contracting party's website.

2. Communications through the electronic exchange system are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Communications by e-mail are considered to have been made when they are sent by the sending party to one of the addressees listed below, unless the sending party receives a message of non-delivery.

Formal notifications through the electronic exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

If deterred by the electronic exchange system being down or the non-deliverability of e-mails to all addresses indicated below, the sending party cannot be considered in breach of its obligation to send a communication within a specific deadline.

3. The electronic exchange system must be accessed via the following URL:

[insert URL]

The contracting party will formally notify the expert in advance on any changes to this URL.

Communications to the contracting party that are not to be sent through the electronic exchange system must be sent to the following address:

[insert functional box or other email addresses supplied by the contracting party].

Communications to the expert that are not to be sent through the electronic exchange system (only for the communications not listed above) must be sent to the e-mail address as specified in the preamble of this Contract.]

Option 2: No use of electronic exchange system:

1. Communication under the Contract must:

- be made in writing and
- bear the Contract's number;

Formal notifications must be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

2. Communications to the contracting party must be sent to the following address:

[insert functional box or other email addresses supplied by the contracting party].

3. Electronic communication is considered to have been received by the parties on the day of dispatch of that communication provided it is sent to the e-mail addresses as stated on the beginning of the Contract for the expert and in paragraph 2 of this Article for the contracting party.

Dispatch must be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party must immediately send again such communication to the e-mail address provided in this Contract. In case of unsuccessful dispatch, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Electronic communication must be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender must send the original signed paper version without unjustified delay.

4. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

5. Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible.

ARTICLE 20 - AMENDMENTS TO THE CONTRACT

1. In justified cases — and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure — any party may request an amendment.

Amendments must be made before new contractual obligations are enforced.

2. The party requesting an amendment must formally notify the other party the requested amendment together with the reasons why.

The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT

1. This Contract is governed by Union law and is supplemented, where necessary, by the law of [*the country in which the responsible authorising officer has his place of employment*].
2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before courts of [*the city corresponding to the place of employment of the responsible authorising officer*].

ARTICLE 22 - ENTRY INTO FORCE

This Contract enters into force on the day on which the last party signs.

Done in two copies in English.

Expert: [*insert full name*]

Date:

Signature:

For the contracting party, [*insert full name and function*]

Date:

Signature:

ANNEX 1 - CODE OF CONDUCT FOR EXPERTS

ARTICLE 1 - PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) carry out his/her work in a confidential and fair way
 - (b) assist the contracting party or relevant service to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (c) Follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert may not delegate another person to carry out the work or be replaced by any other person.

ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

1. The expert must perform his/her work **impartially**. To this end, the expert is required to:
 - (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of his/her work
 - (b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration (Annex 3).
2. **Definition of the conflict of interest:** a conflict of interest exists if an expert:
 - (a) has any vested interests in relation to the questions upon which s/he is asked to give advice
 - (b) or his/her organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
 - (c) is in any other situation that compromises his/her ability to carry out his/her work impartially.

The contracting party or relevant service will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks when an expert is in any other situation that could cast doubt on his/her ability to carry out his/her work, or that could reasonably appear to do so in the eyes of an external third party.

3. **Consequences of a situation of conflict of interest:**
 - (a) If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not carry out the work;
 - (b) If a conflict becomes apparent in the course of his/her work, the expert must inform immediately the contracting party or relevant service. If a conflict is

confirmed, the expert must stop carrying out his/her work. If necessary, the expert will be replaced.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting party and the expert must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to his/her work.

To this end, the expert must not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling his/her obligations under the Contract without prior written approval of the contracting party

In particular, the expert:

- i. must not discuss his/her work with others, including other experts or contracting party or relevant service staff not directly involved in his/her work
- ii. must not disclose:
 - any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations under the Contract without prior written approval of the contracting party
 - his/her advice to the contracting party or relevant service on his/her work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from his/her own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing his/her work as instructed.
4. If his/her work takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing his/her work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete his/her work, he/she:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
 - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other

Servants of the European Economic Community and the European Atomic Energy Community⁷

- (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
 - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
 - ii. the confidential information becomes public through other channels
 - iii. disclosure of the confidential information is required by law.

⁷ OJ 45, 14.6.1962, p. 1385.

ANNEX 2 - TERMS OF REFERENCE

1. [Name of the experts' group: *insert name*]
2. Context and background information
3. Purpose, objectives and scope
4. Working approach and methodology
5. [Distribution of work among the experts]
6. Meetings, reporting and deadlines
7. Deliverables and conditions to submit request for payments

ANNEX 3 – DECLARATION OF ABSENCE OF CONFLICT OF INTERESTS AND OF CONFIDENTIALITY

I. Conflict of interests

I, the undersigned [FAMILY NAME, first name], having been appointed as an expert for the abovementioned call, declare that I am aware of Article 57 of the Financial Regulation, which states that:

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

Where such a risk exists, the person in question shall refrain from such action and shall refer the matter to the authorising officer by delegation who shall confirm in writing whether a conflict of interests exists. The person in question shall also inform his or her hierarchical superior. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

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

I hereby declare that I do not fall under any of the following circumstances in which a conflict of interests might exist. I confirm that, if I discover before or during the performance of my tasks that a conflict of interests exists, I will declare it immediately to the contracting party.

1. Disqualifying conflict of interests:

- Direct benefit in case of advice on development of a new policy;
- Involvement in the preparation of the [proposal] [tender];
- Direct benefit in case of acceptance of the [proposal] [tender];
- Close family relationship with any person representing a participating organisation in the [proposal] [tender];
- Director, trustee or partner of a participating organisation;
- Current employment by a participating organisation;
- Current involvement in a contract or collaboration with a participating organisation;
- Any other situation that compromises my ability to evaluate the [proposal] [tender] impartially.

2. Potential conflict of interests:

- Employment by one of the participating organisations within the previous three years;
- Involvement in a contract or collaboration with a participating organisation within the previous three years;
- Any other situation that could cast doubt on my ability to evaluate the [proposal] [tender] impartially, or that could reasonably appear to do so in the eyes of a third party (*Ex. Past or current personal relationships, nationality, political affinity, etc.*).

I hereby declare that I fall under one or more of the above circumstances (please specify which and explain) :

**Ex. In case of employment by a structure including different departments or institutes, please specify the degree of autonomy between them.*

I hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

II. Confidentiality and personal data protection

I confirm that I have read, understood and accepted the code of conduct for experts established in Annex 1 to the contract sent by the contracting party.

I also confirm that I will keep all matters entrusted to me confidential and will process the personal data I receive only for the purposes of the performance of the present contract. If unnecessary or excessive personal data are contained in the documents submitted during the implementation of the contract I will not process them further or take them into account for the implementation of the contract. I will not communicate outside [the panel] [the expert's group] any confidential information that is revealed to me or that I have discovered. I will not make any adverse use of information given to me.

Expert: [insert full name]

Date:

Signature: