



CONTRACT FOR EXTERNAL INDIVIDUAL EXPERTS¹

CONTRACT NUMBER - EASA.2014.CEI.07.EC0XX

FINANCIAL COMMITMENT NR. - [50000_____]

- Request for payment must be submitted in pdf format to supplierinvoices@easa.europa.eu clearly indicating this financial commitment number -

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

on the one part,

The European Union ("the Union"), represented by the European Aviation Safety Agency (hereinafter referred to as "EASA", "the Agency", "the contracting authority"), which is represented for the purposes of the signature of this contract by Mr Patrick Ky, Executive Director,

and on the other part,

[name of the Expert]

[type of identity document]

[identity document number]

[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

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 I, the Terms of Reference set out in Annex II and the Declaration of Confidentiality, Independence and Absence of Conflict of Interests set out in Annex III.

¹ Natural persons only (legal persons e.g. consulting companies, organisations, are not eligible).

The Contract is composed of:

- **Terms and Conditions**
- **Annex I: Code of Conduct**
- **Annex II: Terms of Reference**
- **Annex III: Declaration of Confidentiality, Independence and Absence of Conflict of Interests**
- **Annex IV: Request for Payment of Fees**
- **[Annex V: Request for Reimbursement of Expenses]**

The terms set out in the Special Conditions and in Annex III shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions (see article 22) shall take precedence over those in other Annexes.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency.

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TERMS AND CONDITIONS

CHAPTER 1 – GENERAL

ARTICLE 1 – SUBJECT OF THE CONTRACT

The subject of the Contract is [short description of subject and the title of the programme/project to be assisted]. The Expert must perform all tasks in accordance with Annex II – Terms of Reference.

ARTICLE 2 – WORKING ARRANGEMENTS

1. The Contract shall enter into force on [the date on which it is signed by the last contracting party][<insert earliest starting date of work> provided the Contract has been signed by both parties].
2. The duration of the tasks shall not exceed [working days] (maximum number of working days) and the work shall be completed [within months of [contract signature] [before date]].
3. The indicative planning and number of working days for accomplishing the tasks are described in Annex II – Terms of Reference.
4. The Expert may not under any circumstances start work before the date on which this Contract enters into force. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

CHAPTER 2 – FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 – FEES

1. The Expert is entitled to a fee of **450 €** (four hundred and fifty euro) in the form of a lump sum indemnity (hereinafter “Fees”) for each full working day² actually worked in accordance with Article 2.
2. The total amount of 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 2.2.

² 1 full working day is defined as 8 hours (excluding breaks and travelling time).

ARTICLE 4 – ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the Fees specified in Article 3, the contracting party will also reimburse travel expenses (hereinafter “Expenses”) directly connected with execution of the tasks, and where foreseen under Annex II of this Contract, in accordance with EASA ED Decision 2013/010/F ‘General terms and conditions for the reimbursement of travel and subsistence expenses to outside persons’ (which may be updated from time to time):

<http://easa.europa.eu/agency-measures/docs/agency-decisions/2013/2013-010-F/Annex%20to%20ED%20Decision%202013-010-F.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.

2. Other expenses will not be reimbursed, in particular:
 - (a) costs of purchasing equipment or other material needed by the Expert to accomplish its 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.

3. [The Expenses to be paid under this Contract shall not exceed *[complete]* € *[(in words)]*. **[No travel and subsistence expenses are foreseen under this contract.]**

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 I); 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 its 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 the payment of the Fees and/or the reimbursement of the Expenses (if applicable), the Expert will be required to send the following documents in pdf format to supplierinvoices@easa.europa.eu:
 - (a) **Payment of Fees:** For payment of Fees a duly completed and signed **Request for Payment of Fees Form (Annex IV)** duly substantiated with timesheets and any other supporting documents required, within 60 days from completion of the tasks.
 - (b) **Payment of Expenses:** For reimbursement of Expenses a duly completed and signed **Request for Reimbursement of Expenses Form (Annex V)** together with all required supporting documents as defined in EASA ED Decision 2013/010/F 'General terms and conditions for the reimbursement of travel and subsistence expenses to outside persons' (which may be updated from time to time):
<http://easa.europa.eu/agency-measures/docs/agency-decisions/2013/2013-010-F/Annex%20to%20ED%20Decision%202013-010-F.pdf>
2. The request(s) for payment must be submitted within 60 days of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2, or after the final completion of all tasks, whichever comes latest.
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.]

[In Germany, the contractor must include on the invoice the payment amount due as well as the respective VAT. Please note that although EASA is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union, in Germany VAT exemption by refund is applied to National transactions and therefore is payable at the time of the invoice to the supplier and claimed to the VAT authorities after payment.]

4. Arrangements as regards payment are between the Expert and the Agency, even if the Expert is employed by an organisation. It will be for the Expert and his/her employer to come to any particular agreement concerning the final destination of any payments and reimbursement; the Agency will not intervene in this agreement.

ARTICLE 8 – BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in Euro, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
IBAN code: [complete]
SWIFT/BIC Nr.: [complete]

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. 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 Articles 7 and 8.
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 8 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 giving rise to 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 below website, applicable on the day on which the contracting authority issues the payment order:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

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 the Head of Finance & Procurement Department ('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 its 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.

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).

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;
- (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 its 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 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).

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 Article 14, or recovery of undue amounts in accordance with Article 15.

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

CHAPTER 4 – EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

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 16.

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 its 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 eight 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 its tasks or is performing them poorly; or
 - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its 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 its 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 30 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 (and where reimbursement of Expenses is foreseen by the Contract) 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.

Without prejudice to any other provisions in Article 6 of the General Conditions, the Parties agree that any violation by the Expert of Article 10 of the Special Conditions shall trigger his/her unlimited liability vis-à-vis the Agency, irrespective whether the violation is caused by gross negligence or wilful misconduct of the Expert, his/her affiliates or subcontractors.

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

1. Communication under the Contract must:
 - be made in writing and
 - bear the Contract’s number and financial commitment number.

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

2. For the purpose of this contract, communications must be sent to the following addresses:

Contracting authority:

European Aviation Safety Agency (EASA)

[full name and function]

[Directorate – complete]

[Department/Section]

Postfach 10 12 53

D-50452 Köln

Deutschland

Email: [complete]

Contractor:

[Full name]

[Function]

[Company name]

[Full official address]

E-mail: [complete]

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 in paragraph 2 of this Article.

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. The Contract shall be governed by Union law and is supplemented, where necessary, by the national substantive law of Germany.

Disputes concerning the Contract’s interpretation, application or validity that cannot be settled amicably shall be brought before the courts of Cologne.

ARTICLE 22 – GENERAL CONDITIONS

This Contract is governed by the ‘General conditions applicable to contracts for the purchase of low value services and supplies’ (hereinafter “General Conditions”), published on the website of the European Commission at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/lowVal_contracts/LowVal-contracts_en.cfm

Any reference in these General Conditions to the "purchase order" shall be understood as a reference to the present "Contract". Any reference to the "Contractor" shall be understood as a reference to the "Expert".

SIGNATURES

For the Expert,
[forename/surname/function]

For the Agency,
Mr Patrick Ky
Executive Director

signature: _____

signature: _____

Done at:
Date:

Done at Cologne
Date:

In duplicate in English.

ANNEX I – CODE OF CONDUCT

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 its work in a confidential and fair way;
 - (b) Assist the contracting party or relevant service to the best of its 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 its 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 its work;
 - (b) Confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration (Annex III).
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 its 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 its ability to carry out its 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 its ability to carry out its 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 its work, the Expert must inform immediately the contracting party or relevant service. If a conflict is confirmed, the Expert must stop carrying out its 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 its work.

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

In particular, the Expert:

- (a) must not discuss its work with others, including other Experts or contracting party or relevant service staff not directly involved in its work;
 - (b) must not disclose:
 - (i) any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of the contracting party;
 - (ii) its advice to the contracting party or relevant service on its 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 its 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 its work as instructed.
4. If its 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 its work as instructed.
5. If the Expert seeks further information (for example through the internet, specialised databases, etc.) to complete its 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 II – TERMS OF REFERENCE

[Description of the tasks to be performed, timing, travel (if applicable), deliverables, inputs/outputs etc.]

ANNEX III – DECLARATION OF CONFIDENTIALITY, INDEPENDENCE AND ABSENCE OF CONFLICT OF INTERESTS

Contract Nr.: <>

Expert Name: <>

I, the undersigned:

- confirm that I have read, understood and accepted the code of conduct for Experts established in Annex I to the Contract.
- declare that I understand my obligations with regard to **confidentiality**:
 - I confirm that I will keep all matters entrusted to me confidential and will not communicate to any third party any confidential information disclosed to me or discovered by me or drafted by me in the course of or as a result of my assignment and will not make any adverse use of information given to me.
 - I understand that I am responsible for maintaining the confidentiality of any documents or electronic files sent to me and for returning, erasing or destroying all confidential documents or files upon completing the assignment, unless otherwise instructed by the Agency.
 - I am aware that I continue to be bound by this undertaking even after the completion of the tasks entrusted to me by EASA.
- declare that I understand my obligations with regard to **independence**:
 - I confirm that I am an independent person working in my own personal capacity and in performing the work shall not represent any organisation.
 - I confirm that I am not paid – or in any other way receive financial compensation – by any other organisation or person for the work I perform for the Agency under this contract.
 - I undertake to abstain from any contact with third parties which could compromise, or appear to compromise, my independence as an Expert.
 - I undertake to perform my duties honestly and fairly. My contribution will be objective and will fully respect the principles of fair competition and impartiality.
- declare that I am not and shall not be in any situation which could give rise to a **conflict of interests**⁸ in what concerns the performance and/or implementation of the Contract. I hereby undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to the Agency any situation that might raise concerns with respect to conflict of interest, impartiality or otherwise affect my position/ability to duly and appropriately perform the Contract.
- hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

Date and signature

⁸ A conflict of interests exists where the impartial and objective exercise of the functions of a person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient. Where such a risk exists, the person in question shall refrain from such action and shall declare the matter immediately. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter.



ANNEX IV – REQUEST FOR PAYMENT OF FEES FORM

EASA.2014.CEI.07 – DATABASE OF EXPERTS:

Contract Nr.:	<>
Financial Commitment Nr.:	<>
Date:	<>
For the attention of:	<EASA contact point for this contract>

EXPERT CONTACT DETAILS:

Name:	<>
Address:	<>
Email Address:	<>
Bank Details:	<name of account holder, name of bank, IBAN & SWIFT/BIC code> ⁹

PAYMENT AMOUNT:

Details	Nr of Man Days	Unit Amount (EUR)	Total (EUR)
<ul style="list-style-type: none"> ➤ <summary of tasks performed> ➤ Attached: Timesheets ➤ [Attached: Other] 	<Sum of full and half days worked>	<>	<>

AMOUNT DUE:	<>
[VAT X%]	<>
[TOTAL:	<>

Expert's Signature:	
Date:	

⁹ If different from bank details in the Contract, a new duly signed and completed Financial Identification Form must be enclosed

ANNEX V – REQUEST FOR REIMBURSEMENT OF EXPENSES FORM

[See standard reimbursement form in excel]



APPLICATION FOR REIMBURSEMENT OF EXPENSES TO OUTSIDE PERSONS - MEETINGS

Ref: #

[chrono/record num.]

(to be submitted to the responsible EASA staff member)

EN

INSTRUCTIONS

Box I

To obtain reimbursement of your expenses, you must complete BOX II and, if necessary, the "financial identification form" (in block letters), otherwise you will not be reimbursed. The "financial identification form" should be completed, signed and stamped by the account holder and bank, and submitted together with your signed application (2):

- a if this is the first time that the organisation (account holder) you represent requests reimbursement of travel and subsistence expenses for a meeting organised by the Agency and the account holder has never submitted the concerned form to the Agency before;
b if there has been a change in information previously provided (address, bank account, organisation, etc.)

BOX II should show your travelling expenses, expressed in the currency in which they were incurred, against the form(s) of transport used and your places of departure and arrival (taxi fares will not be reimbursed). Proof of expenses should be attached in line with the explanatory note and must be submitted along with this document so that the prices stated can be certified.

THE DOCUMENT IS VALID ONLY IF SIGNED BY THE PERSON INVITED. YOUR SIGNED APPLICATION AND SUPPORTING DOCUMENTS NEED TO BE RETURNED TO THE RESPONSIBLE EASA STAFF MEMBER WITHIN 3 MONTHS AFTER THE MEETING

BOX II : TO BE COMPLETED BY OUTSIDE PERSON INVITED BY EASA

PERSONAL DETAILS

Mr [] Ms [] LAST NAME : FIRST NAME : ORGANISATION : TELEPHONE :

MEETING DETAILS

Date (DD/MM/YYYY) and name of the meeting you participated to: Name of the responsible EASA staff member who invited you:

TRAVEL DETAILS (1)

POINT OF DEPARTURE: Transport used: Train [] Air [] Boat [] Car [] Bus or Shuttle to (air)port/station []

Table with columns: Departure(D)/Return(R), Transport used, From, Date (DD/MM), Time, To, Date (DD/MM), Time, Price paid, Currency, Remarks.

In case of Car travel: Km (total - outward & return): License number: Total price paid:

(1) Upon presentation of travel documents. In case you attended the meeting on a private basis or you are self-employed and/or you request reimbursement of the concerned expenses on your personal account, you need to provide the originals.

BANK DETAILS (as stated on the financial identification form) (When first time or changes, attach form to application)

I hereby confirm that the account to be used for the reimbursement of the concerned expenses is: Name Account holder: IBAN number:

SIGNATURE

I certify that these particulars are accurate and that I have not received and shall not receive similar reimbursement from any other organization or individual in respect of the same travel or subsistence expenditure.

DATE / / SIGNATURE OF THE PERSON INVITED:

BOX III : TO BE COMPLETED BY EASA - DEPARTMENT

This is to certify that the above person took part (3) from / / to / / in the meeting arranged by EASA, and that the expenses claimed (dates and amounts) correspond to the attached supporting documents.

Task identification (when applicable):

Location: Cologne / Other :

Person invited as: [] On private basis [] Representative of Public organisation [] Self-employed [] Representative of Private organisation

COMMENT:

RESPONSIBLE EASA STAFF MEMBER (4) :

Name (block capitals): Date : / /

E-mail: Tel.: Signature :

(3) please attach attendance list

(4) on behalf of EASA