



Call for Expression of Interest for the Establishment of a Database of Independent Individual External Experts to provide Expertise to the European Aviation Safety Agency

EASA.2014.CEI.07

1. Introduction to EASA

The European Aviation Safety Agency, (hereinafter “EASA”, “the Agency” or “the Contracting Authority”), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union’s strategy to establish and maintain a high uniform standard of safety and environmental protection in civil aviation at European level.

The Agency was set up in 2003 as an independent body of the European Union under European public law accountable to the Member States and the European Union institutions. It works hand in hand with the National Aviation Authorities (NAAs) in Europe for the execution of many operational tasks. The aviation industry is also actively involved in the Agency’s activities through a number of consultative and advisory committees. Moreover, EASA develops close relations with counterpart organisations across the world concluding working arrangements aimed at harmonising standards and promoting best practice in aviation safety worldwide.

The main tasks of the Agency currently include:

- Rulemaking: drafting aviation safety legislation and providing technical advice to the European Commission and to the Member States.
- Inspections, training and standardisation programmes to ensure uniform implementation of European aviation safety legislation in all Member States.
- Safety and environmental type-certification of specific models of aircraft, engines and parts approved for operation in the European Union.
- Approval of aircraft design organisations worldwide and of production and maintenance organisations outside the EU.
- Coordination of the European Union programme SAFA (Safety Assessment of Foreign Aircraft) regarding the safety of foreign aircraft using European Union airports.
- Data collection, analysis and research to improve aviation safety.

The Agency’s responsibilities have been extended in the new [EASA Basic Regulation 216/2008](#) so as to include essential rulemaking in the fields of air operations & flight crew licensing and the oversight of third country operators. Further extensions include safety regulations regarding airports and air traffic management systems.

Based in Cologne, the Agency already employs more than 700 professionals from across Europe. It will continue to recruit highly qualified specialists and administrators in the coming years as it consolidates its position as Europe’s centre of excellence in aviation safety.



2. Database of Independent External Experts

2.1. Aim of the Call

The aim of this call for expression of interest (CEI) is to establish a database of **independent individual external experts**¹, meeting the requirements set out in section 3, to provide support to the Agency for the following tasks:

- Provide technical expertise / opinions / advice in the areas listed in **Appendix II**.
- Support the evaluation of applications/tenders/proposals and monitoring of their implementation.
- Provide support to and/or participate in various (technical) meetings, working groups etc.²
- Any other support with technical / administrative work related to EASA activities.

When assisting EASA in the performance of the tasks mentioned above all work shall be performed in compliance with any relevant procedures, applicable rules / regulations etc. All necessary information / documentation will be made available to the selected expert(s) by EASA prior to commencement of the respective activities / tasks.

Important Note:

The objective of this call is to complement existing contracts/procedures in place and shall not be seen to replace or overlap with such contracts / procedures (e.g. Framework Contracts for the Outsourcing of Certification Tasks, Vendors List EASA.2013.VL.19). In other words it is important to note that this call is aimed to address separate needs that are not already covered by such existing EASA contracts or procedures. In particular, the below sets out in summary the main differences between this call and the on-going Vendors List.

The on-going Vendors List - EASA.2013.VL.19 launched in 2013 for establishing a list of vendors is open to both natural and legal persons (e.g. individuals and companies) and covers a wide range of different tasks / projects. Any prospective assignment using those lists would require to be put out for competitive tender amongst those vendors on the (sub-)list for a particular area of expertise. In such competitive tender the winning vendor would be selected on the basis of the best value for money and expected to deliver all the services requested in the specific call.

In contrast, this present call aims at establishing a database of individual independent external experts, meeting the set minimum requirements, who could be directly contracted, as described herein, to provide certain limited support/assistance to the Agency on particular tasks/projects/programmes where their independent and specific expertise is required.

2.2. Areas of Technical Expertise

The database of external experts will be divided into the **areas of expertise as defined in Appendix II**.

Applicants may apply for more than one area of expertise and should indicate this clearly in their application (see section 4).

¹ Please note that this call is aimed at natural persons / independent individual external experts. Legal persons e.g. consulting companies, organisations, are not eligible to apply.

² Except where pre-existing arrangements etc. apply e.g. rulemaking groups.



2.3. General Overview of the Procedure

2.3.1. Selection Process

Natural persons are invited to submit an application in accordance with the rules set out in this notice. The Agency will establish a database of experts who meet the requirements set out in section 3. All applicants will be notified, in writing, of the outcome of the assessment of their application.

Please note that inclusion in the database entails no obligation on the part of the Agency to assign specific tasks to the experts and/or to award a contract.

2.3.2. Conditions of Appointment

Where support is required, and depending on the tasks to be performed, the Agency will consult the database in order to select the most suitable expert(s) in terms of competence and experience and in accordance with the principles of non-discrimination, equal treatment and absence of conflict of interests.

Those expert(s) will be appointed through the signature of a contract between the expert and the Agency defining the exact scope of tasks to be performed, duration of activity etc.

Therefore, in drawing up your application, interested experts should bear in mind the provisions of the draft contract (see Appendix I).

2.3.3. Documents needed for Contract Signature

On notification of contract appointment, and before contract signature, the expert shall be required to submit the following documentation, within 15 days of notification of appointment, duly completed, signed and in original (*please note these are not required for the application process – only in case of contract assignment*):

- Signed declaration of 'Confidentiality, Independence and Absence of Conflict of Interests' (Annex II to the draft contract – Appendix I)
- Financial Identification Form - using the template in Appendix III, including the IBAN and SWIFT/BIC code, indicating the bank account to which payments should be made.
- Declaration – Acceptance of general conditions for the reimbursement of travel and subsistence expenses – using the template in Appendix IV.

2.4. Place of Delivery

Place of delivery shall be defined for each specific task / activity assigned however in general services shall be delivered at the experts place of residence or at the Agency's headquarters in Cologne, Germany.

2.5. Remuneration & Reimbursement of Expenses

2.5.1. Fees

Experts are entitled to a payment of **450€*** in the form of a lump sum indemnity (hereinafter "Fees") for each full **working day**³ spent performing the tasks assigned to them.

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



2.5.2. Expenses

In addition, experts performing tasks away from their place of residence may be entitled to a flat rate subsistence allowance and reimbursement for travel expenses (hereinafter "Expenses"). Where travel is foreseen expenses shall be reimbursed in accordance with the provisions of 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), as reflected in the contract (Appendix I):

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

2.6. Volume of Services

This procedure is applicable below the threshold of the Directive on public procurement (2004/18/EC)⁴. This ceiling applies to the total of all payments (including any refundable expenses) to be made to each expert throughout the duration of the database (maximum 5 years – see section 2.7 below). Thus, if the ceiling is reached (or is about to be reached) the expert can no longer be assigned tasks covered by this call for expression of interest (CEI) within the scope of the relevant programme.

2.7. Validity of the Call and Database

The call and corresponding database of prospective external experts is concluded for a period of 12 months renewed automatically up to four times for a maximum period of validity of five years, from the date of dispatch of this notice to the Official Journal of the European Union (<http://ted.europa.eu/TED/main/HomePage.do>), unless notification to the contrary is received / published. Interested parties may submit an application at any time prior to the last three months of validity of the list.

Please note that it is the responsibility of the applicant to inform the Agency immediately of any changes to their administrative and/or technical details which would result in a change to their original application.

⁴ The current thresholds are 134.000,00 EUR for services (except for certain services covered by Annex IIB of the same Directive).



3. Requirements

3.1. Eligibility

This call is open to **natural persons only**⁵. Applicants must be nationals of any of the European Union Member States, Norway, Iceland, Liechtenstein or Switzerland as well as Albania, Former Yugoslav Republic of Macedonia, Montenegro and Serbia.

3.2. Exclusion Criteria

Participation in this call is only open to natural persons who are not in any of the situations listed below (Article 106 and 107 of the Financial Regulation⁶):

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgement of a competent authority of a Member State which has the force of res judicata;
- c) have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify including by decisions of the EIB and international organisations;
- d) are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- e) have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the European Union's financial interests;
- f) are subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply that information or for having been declared to be in serious breach of their obligations under contracts by the budget.

In addition to the above, contracts may not be awarded to experts who, during the call are:

- subject to a conflict of interest;
- guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the call or fail to supply this information.

⁵ Legal persons e.g. consulting companies, organisations, are not eligible to apply.

⁶ Financial Regulation (FR) – Regulation (EU, Euratom) No 966/2012 of 25 October 2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.



3.3. Selection Criteria

In order to be selected and included in the database of experts, applicants must fulfil the following minimum requirements.

Applicants shall:

- a) **Qualifications / Education:** hold a university degree⁷ (or comparable professional qualification / experience) relevant to the area(s) of expertise to which they apply;
- b) **Experience:** have at least **five years** of relevant professional experience **in the area(s) of expertise for which they apply**;
- c) **Language:** have a very good written and oral command of the English language.

3.4. Confidentiality, Independence and Absence of Conflict of Interests

All experts are expected to ensure that their contractual and professional obligations in particular with regard to confidentiality, independence and absence of conflict of interests are well understood and upheld throughout and after any contract assignment (see Appendix I – draft contract).

At the time of contract assignment, the expert must sign a declaration of 'Confidentiality, Independence and Absence of Conflict of Interests' (Annex II to the draft contract – Appendix I) before Contract signature. Invited experts who do not sign the declaration will not be allowed to work. See also section 2.3.3 for more information with regard to the documents needed for contract signature.

⁷ Where a university degree consists of at least 3 years of university education



4. Application Process

4.1. How to Apply

Applications must be submitted using the on-line application form available on the Agency's Website: <http://www.easa.europa.eu/procurement/procurement.php>

Please note the following important points in preparing the application:

- Applicants should **provide all details / include all information requested** in the application.
- Applicants should **indicate clearly in their applications the area or areas of expertise** they are applying for.
- Applicants must provide / upload duly **completed curriculum vitae** in EU CV format available at: <http://europass.cedefop.europa.eu/en/home>.
- Applicants must confirm in their application that they are **not in any of the situations listed in section 3.2 – exclusion criteria**.

It is strictly required that applications are submitted in the requested format and include all information / documentation necessary to enable the Agency to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the application.

Important Note:

Before inclusion in the database and/or contract signature, the Agency reserves the right to request any additional supporting documentation need in order to verify the applicant's education, qualifications, professional experience and/or language capabilities (i.e. copies of certificates, diplomas, references etc.).

Please also note that before contract assignment the Agency may request a telephone interview in order to establish a first contact with the expert and/or assess / verify any information provided in the application.

4.2. Protection of Personal Data

If processing your expression of interest involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 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.

Unless indicated otherwise, your reply to this call and any personal data requested are required for the purposes indicated above and will be processed solely for those purposes by the Agency, which is also acting as data controller.

Details concerning the processing of your personal data are available on the privacy statement at: <http://easa.europa.eu/procurement/data-protection.php>

Your personal data may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the European Commission, should you be in one of the situations mentioned in:



- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement under: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm),

or,

- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement under: http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)



APPENDIX I
- DRAFT CONTRACT FOR EXTERNAL INDIVIDUAL EXPERTS –



EUROPEAN AVIATION SAFETY AGENCY

CONTRACT FOR EXTERNAL INDIVIDUAL EXPERTS¹

CONTRACT NUMBER – [complete]

The European Aviation Safety Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [name in full and function],

of the one part,

and

[name of the Expert]
[type of identity document]
[identity document number]
[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I: Terms of Reference

Annex II: Declaration of Confidentiality, Independence and Absence of Conflict of Interests

Annex III: Code of Conduct for Expert Evaluators

Annex IV: Request for Payment of Fees

Annex V: Request for Reimbursement of Expenses

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the 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.

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

SPECIAL CONDITIONS

ARTICLE I – SUBJECT

The subject of the Contract is [short description of subject and the title of the programme/project to be assisted].

The Expert shall execute the tasks assigned to him **in accordance with the Terms of Reference** (description of the tasks, details of the programme/project to be assisted, timings, inputs/outputs, deliverables, travel arrangements foreseen etc.) annexed to the Contract (**Annex I**).

ARTICLE II - DURATION

II.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.

II.2 The duration of the tasks shall not exceed [working days] (maximum number of working days). Execution of the tasks shall start from [date of entry into force of the Contract] or [indicate]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

[The maximum number of times you may be requested to participate in meetings under this agreement, involving separate trips to the [EASA premises]/ [other], is [complete]].

[The maximum number of days the Expert may be requested to perform at the EASA premises]/ [other], is [complete] days.]

ARTICLE III – CONTRACT PRICE AND REIMBURSEMENT OF EXPENSES

III.1 Fees:

The Expert is entitled to a payment of [fixed price] € [(in words)] in the form of a lump sum indemnity (hereinafter "Fees") for each full working day² spent assisting the Agency. The total payment will be calculated to the nearest half day. The payment is made in EURO. The overall price shall not exceed the amount corresponding to the maximum number of [working days] stipulated in the first paragraph of Article II.2.

III.2 Expenses:

In addition to the amount specified in Article III.1, travel and subsistence expenses (hereinafter "Expenses") directly connected with execution of the tasks, and where foreseen under Annex I of this Contract, shall be reimbursed in accordance with Article IV.3.2 below.

The expenses for be paid under this Contract shall not exceed [complete] € [(in words)].

[II.3 Point of origin for travel:

The point of origin for travel under this agreement is [the place of residence as indicated in the address above or insert other address (to be agreed prior to the signature of the Agreement with the Agency)].

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

ARTICLE IV – PAYMENT PERIODS AND FORMALITIES

IV.1 Notwithstanding Art. 1.9 of the General Conditions the Agency reserves the right to refuse payment or to apply liquidated damages in case of non-performance or poor performance of the tasks and/or breach of any substantial obligations, including any obligation described in the Code of Conduct for Expert Evaluators (Annex III) and/or in the Declaration of Confidentiality, Independence and Absence of Conflict of Interests (Annex II).

The Agency reserves the right to refuse payment or to apply liquidated damages for any report or other deliverable required by the Contract that is submitted beyond the date specified above under Article II.2.

The Agency reserves the right to recover any payment made and to exclude from further tasks any Expert who has breached the obligations arising from the Code of Conduct for Expert Evaluators (Annex III) and/or from the Declaration of Confidentiality, Independence and Absence of Conflict of Interests (Annex II).

IV.2 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.

IV.3 To obtain the payment of the performed days and/or the reimbursement of the expenses, the Expert will be required to send to the Agency, at the address specified in Article VI of this Contract:

IV.3.1 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.

Payments shall be executed only if the Expert has fulfilled the related contractual obligations by the date on which the request for payment form is submitted. Without prejudice to Article 15.3 of the General Conditions (see below Article X), within thirty days of the date of receipt of the relevant request for payment of fees form, payment of the balance corresponding to the relevant invoices shall be made.

IV.3.2 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>

ARTICLE V – 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 VI – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. **Communications shall be sent to the following addresses:**

Agency:

European Aviation Safety Agency

[Directorate – complete]

[Department/Section]

[full name and function]

Postfach 10 12 53

D-50452 Köln

Deutschland

Tel.: *[complete]*

Email: *[complete]*

Expert:

Mr/Mrs/Ms [complete]

[Address in full]

Tel.: *[complete]*

Email: *[complete]*

ARTICLE VII - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

VII.1 The Contract shall be governed by European Union law, complemented, where necessary, by the national substantive law of Germany.

VII.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Cologne.

ARTICLE VIII – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving *[complete]* formal prior notice. Should the Agency terminate the Contract, the Expert shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Expert shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE IX - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Ownership of all copyright and other intellectual or industrial property rights, including any documentation, data, technical information and know-how, resulting from performance of the Contract, remains vested to the Agency which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights already exist.

ARTICLE X – 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 EASA's Website at: <http://www.easa.europa.eu/procurement/procurement.php>

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".

[ARTICLE XI – OTHER SPECIAL CONDITIONS]

SIGNATURES

For the Expert,
[forename/surname/function]

For the Agency,
[forename/surname/function]

signature: _____

signature: _____

Done at:

Done at Cologne

Date:

Date:

In duplicate in English.

ANNEX I to the Contract

- Terms of Reference –

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

ANNEX II to the Contract

- Declaration of Confidentiality, Independence and Absence of Conflict of Interests -

Contract Nr.: <>

Expert Name: <>

I, the undersigned:

- [For experts assisting in the evaluation of proposals / tenders: confirm that I have read, understood and accepted the **code of conduct** established in **Annex III** 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**³ 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;

Date and signature

³ 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 III to the Contract

- Code of Conduct for Expert Evaluators Assisting in the Evaluation of Tenders/Proposals -

1. The task of an evaluator is to participate in a confidential, fair and equitable evaluation of each proposal/tender/offer (hereinafter "Proposal") according to the (tender) documentation, applicable procedures, information etc. given by the Agency and to this end deliver a constant and high quality of work.
2. The evaluator shall work as an independent person. He/she is deemed to work in a personal capacity and, in performing the work, does not represent any organisation.
3. The independent evaluator must sign a declaration of 'Confidentiality, Independence and Absence of Conflict of Interests' before starting the work, by which he/she accepts the present Code of Conduct. Invited experts who do not sign the declaration will not be allowed to work as evaluators.
4. In doing so, the expert evaluator commits him/herself to strict confidentiality and impartiality concerning his/her tasks. If an evaluator has a direct or indirect link with a Proposal, or any other vested interest, is in some way connected with a Proposal, or has any other allegiance which impairs or threatens to impair his/her impartiality with respect to a proposal, he/she must declare such facts to the responsible Agency contact point as soon as he/she becomes aware of this. In addition the expert shall sign a separate declaration at the time of the evaluation stating that no conflict of interest exists in relation to the respective procedure and the proposals/tenders received. The Agency shall ensure that, where the nature of any link is such that it could threaten the impartiality of the evaluator, he/she does not participate in the evaluation of that proposal, and, if necessary, competing proposals.
5. Evaluators may not discuss any proposal with others, including other evaluators or EASA staff members not directly involved in the evaluation of the Proposal, except during the formal discussion at the meetings moderated by or with the knowledge and agreement of the responsible EASA staff member.
6. Evaluators may not communicate with proposers/tenderers (hereinafter " Proposers"), except in the case of hearings organised by the Agency as part of the evaluation process. No proposal may be amended during the evaluation session. Evaluators' advice to the Agency on any proposal may not be communicated by them to the Proposers or to any other person.
7. Evaluators are not allowed to disclose the names of other evaluators participating in the evaluation.
8. Where it has been decided that Proposals are to be posted or made available electronically to evaluators, who then work from their own or other suitable premises, the evaluator will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and returning, erasing or destroying all confidential documents or files upon completing the evaluation as instructed. In such instances, evaluators may seek further information (for example through the internet, specialised databases, etc.) in order to allow them to complete their examination of the Proposals, provided that the obtaining of such information respects the overall rules for confidentiality and impartiality. Evaluators may not show the contents of Proposals or information on Proposers to third parties (e.g. colleagues, students, etc.) without the express written approval of the Agency.
9. It is strictly forbidden for evaluators to make contact with Proposers.
10. Where the evaluation takes place at the Agency's premises (or other premises organised by the Agency) evaluators are not allowed to take outside the evaluation building any parts of Proposals, copies or notes, either on paper or in electronic form, relating to the evaluation of Proposals. Evaluators may be given the possibility of seeking further information (for example through the internet, specialised databases, etc.) to allow them to complete their examination of the Proposals, but they may not contact third parties without the express consent of the Agency staff member responsible for the evaluation.
11. Evaluators are required at all times to comply strictly with any rules laid down by the Agency for ensuring the confidentiality of the evaluation process and its outcomes. Failure to comply with these rules may result in exclusion from the immediate and future evaluation processes, without prejudice to liabilities and penalties that may derive from other applicable Regulations and the Contract.

ANNEX IV to the Contract

- Request for Payment of Fees Form –



European Aviation Safety Agency

REQUEST FOR PAYMENT OF FEES FORM

EASA.2014.CEI.07 – DATABASE OF EXPERTS:			
Contract Nr.:	<>		
Date:	<>		
Payment Request:	<>		
For the attention of:	<EASA contact point for this contract>		
EXPERT CONTACT DETAILS:			
Name:	<>		
Address:	<>		
Tel. No.:	<>		
Email Address:	<>		
Bank Details:	<name of account holder, name of bank, IBAN & SWIFT/BIC code> ⁴		
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:			<>
Expert's Signature:			
Date:			

⁴ If different from bank details in the Contract, a new duly signed and completed Financial Identification Form must be enclosed

ANNEX V to the Contract

- Request for Reimbursement of Expenses Form –

[Standard reimbursement form also available 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/Return, 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



APPENDIX II
- AREAS OF EXPERTISE -

Appendix II

- Areas of Expertise -

1. Area 1: Aircraft

1.1. Aircraft Design and Production:

Flight test, operational suitability (OSD), human factors, structures, hydro-mechanical and electrical systems, avionics, power plant/fuel installations, cabin safety, environmental control system and ice protection, environmental protection, software and airborne electric hardware, rotor/transmission systems, rotor drive systems, propulsion, safety analysis and safety assessment, CSs (23-25-29 etc.), part and appliances (ETSO) certification, organisations.

1.2. Aircraft continuing airworthiness:

Continuing airworthiness — type-related (in sense of post-type certification activities), continuing airworthiness — aircraft-related issues (in sense of individual A/C CA management and maintenance), continuing airworthiness — organisations (in sense of individual A/C CA management and maintenance).

2. Area 2: Air Operations:

2.1. Operational procedures, cabin operations and cabin and passenger safety aspects, performance, mass and balance, instruments, data and equipment, minimum equipment list (MEL), extended range operations, low visibility operations, performance based navigation, electronic flight bags, environmental protection.

2.2. Flight and duty time limitations and rest requirements.

2.3. Security.

2.4. Organisation and management of an AOC holder, oversight and certification activities as regards to AOC, declaration, non-commercial operations, ramp inspections, OPS inspector qualifications.

2.5. Specific operations: Remotely piloted aircraft operations, airship operations, commercial balloon operations, sailplane operations, helicopter operations, gyroplane operations.

2.6. Specialised operations: i.e. aerial work (helicopter external loads, helicopter survey operations, human external cargo operations, parachute operations and skydiving, agricultural flights, aerial photography flights, glider towing, aerial advertising flights, calibration flights, construction work flights, oil spill work, avalanche mining operations, survey operations, news media flights, television and movie flights, special events flights, animal herding and rescue flights, maritime funeral operations, scientific research flights, cloud seeding).

2.7. Operational flight data monitoring (OFDM) and analysis, health and usage monitoring system (HUMS) etc.

3. Area 3: Aviation Personnel:

3.1. Flight Crew Licensing and Cabin Crew in the Scope of the Aircrew Regulation:

Flight crew, ICAO Annex 1 licences, sub-ICAO licences LAPL (light aircraft pilot licence), private pilot licences (PPL), sailplane pilot licences (SPL), balloon pilot licences (BPL), commercial pilot licences (CPL), multi-crew pilot licences (MPL), airline transport pilot licences (ATPL), attributes to licences (language proficiency assessment, type ratings, class ratings, instrument ratings, additional ratings), instructors, examiners, flight simulation training devices (FSTD), approved training organisations (ATO), organisations operating FSTDs, flight test training organisations, ATO flight operations, cabin crew (attestations, training and qualifications, organisations approved to provide initial training), etc.

3.2. Operator flight crew training, advanced training and qualification programme (ATQP), evidence-based training

3.3. Operator related cabin crew training

3.4. Other aviation personnel:

Technical crew (training and crew resource management), maintenance engineers (training/examination/practical assessment, licences, other training and qualifications, maintenance human factors, maintenance training organisations approvals — MTOA, training organisations) and air traffic controllers and other ATM personnel (licences, human factors and training organisations).

3.5. Development of questions for the European Central Question Bank (ECQB) for the theoretical knowledge examinations:

Theoretical subjects air law, aircraft general knowledge, mass and balance/ performance/ flight planning and monitoring, human performance, meteorology, general navigation/ radio navigation, operational procedures, principles of flight, VFR/ IFR communications for aeroplane and/or helicopter and/or airship categories of aircraft.

3.6. Medical certificates:

Medical examiners (AeMC — aero-medical centre, AME — aero-medical examiner, GMP — general medical practitioner, OHMP — occupational health medical practitioner), medical criteria (flight crew medical certificate — commercial pilots, flight crew medical certificate — private pilots, ICAO compliant and sub-ICAO medical certificates, ATCO medical certificate, cabin crew medical fitness, technical crew fitness), other.

4. Area 4: Aerodromes:

Operations (management, environmental protection, anti-ice/de-ice, ground handling, fire-fighting, wildlife management, emergency planning), operators (aeronautical data, human factors, personnel training, safety management, environmental protection, compliance monitoring, aerodrome manual) and design (movement area etc., visual aids, NAV aids and obstacle clearance).

5. Area 5: Air Traffic Management:

Design of technical means (systems, systems safety analysis, airspace design, procedure design), SAR — search and rescue, ATS — air traffic services, CNS — communications/navigation/surveillance, AIS — aeronautical information services, MET — meteorological services providers, ASM — airspace management, ATFM — air traffic flow management, air traffic control officer (ATCO) training, SERA — standardised European rules of the air, AIM — aeronautical information management, airspace design including procedures design, aeronautical data, safety assessment, safety performance, safety management, environmental protection, FABs — functional airspace blocks.

6. Area 6: Horizontal Disciplines:

6.1. Safety Management:

- Aviation safety, safety management system, state safety program, validation and verification techniques applied to aviation systems or operations, aviation regulatory impact assessments.
- Safety promotion, safety planning, risk analysis and assessment, statistical analysis, modelling.
- Reporting systems, taxonomy, integrated data systems.
- Human factors, human performance, ergonomics.

6.2. Authority management system, oversight and certification in general, inspector qualifications

6.3. Event Response:

Accident investigation (flight data recovery, forensic science), hazardous substances, crisis management, disaster recovery, emergency response planning, simulations and exercises.

6.4. Foresight:

Knowledge development and transfer applied to aviation safety and development of aviation (new technologies, new vehicles), futurology, forecasting.

6.5. International & Institutional Relations:

Aviation security, third country operators, military or civil interface, governance.

6.6. Economic, Management & Organisations:

Aviation auditing and oversight, organisations approvals, development of aviation (new business models, new concepts of operation), regulatory/rulemaking processes and techniques, impact assessments, socio-economic analysis, product certification processes and techniques, training techniques, project management (engineering project management), operational research in aviation and air transport.

6.7. Environmental:

Aviation environmental protection, aviation environmental regulatory impact assessments, meteorology.

6.8. Aviation Medical:

Aviation medicine (aviation physiology, internal medicine, surgery, ophthalmology, neurology, psychiatry, addictions with focus on problematic use of psychoactive substances, occupational health in aviation, medical statistics, spread of infectious disease via air travel), trauma, toxicity.

6.9. Legal:

Legal advice in the areas of the Agency's technical competencies as well as in other fields of relevant law such as aviation law, public international law (incl. treaties and agreements), civil/private law (incl. Intellectual property law), IT law, administrative law, EU staff regulations, debts recovery, EU law and court litigation (national & ECJ).

7. Area 7: Business & Support Disciplines:

Quality and Process Management, ICT -Information and Communication Technology (e.g. Data Centre, IT Strategy, Enterprise Architecture), Travel (Employer's duty of care for travellers, travel security, field support for travellers), Corporate Services & Facility Management, Information & Records Management, Communication (writers, editors, web designers, event support, etc.), Finance & Cost Accounting, Human Resources (HR), Procurement etc.



**APPENDIX III
- FINANCIAL IDENTIFICATION FORM -**



Financial identification EN	Ref # [chrono/record num.]
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ACCOUNT NAME (3)

ACCOUNT NAME (1)																																	
ADDRESS																																	
TOWN/CITY																	POST CODE																
COUNTRY																																	

(1) The name or title under which the account has been opened and not the name of the authorized agent

CONTACT																																	
TELEPHONE																	FAX																
E-MAIL																																	

BANK

BANK NAME																																	
BRANCH ADDRESS																																	
TOWN/CITY																	POST CODE																
COUNTRY																																	
ACCOUNT NUMBER																																	
IBAN (2)																																	
SWIFT (BIC)																																	

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both obligatory) (3)

DATE:

SIGNATURE OF ACCOUNT HOLDER:
(Obligatory)

(3) It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.



APPENDIX IV
- DECLARATION – ACCEPTANCE OF GENERAL CONDITIONS FOR THE REIMBURSEMENT OF TRAVEL AND SUBSISTENCE EXPENSES –

APPENDIX IV

- Declaration to be signed by persons invited by the Agency and participating in a meeting on a private basis, as a self-employed expert or requesting reimbursement of expenses on a personal account -

TO BE RETURNED TO THE RESPONSIBLE AGENCY STAFF MEMBER BY MAIL.

THIS FORMAL DECLARATION HAS TO BE SIGNED AND RETURNED ONLY ONCE.

SUBJECT: Formal declaration of agreement with the terms and conditions for the reimbursement of travel and subsistence expenses to outside persons (ref. ED Decision 2013/010/F and Annex).

Last name, first name:

Please further complete the name of the body or meetings in which you participate:

Acting as a member or expert of/for

Please indicate what applies to you:

Participation in meetings/assignments as a self-employed expert.

Participation in meetings/assignments on a private basis.

Request of reimbursement of the expenses concerned on my personal bank account.

I, the undersigned,

Declare that I have received and read the terms and conditions for the reimbursement of travel and subsistence expenses, explained in the Annex to ED Decision 2013/010/F.

I agree with the condition that my application form for the reimbursement of travel and subsistence expenses, incurred for meetings or assignments in which I participate on the invitation of the European Aviation Safety Agency, must be submitted, together with supporting documents, within three months after the meetings or the assignments in which I participate.

After this time limit, I acknowledge that the Agency reserves the right not to honour my request for reimbursement of expenses.

Done at on .../.../...

Signature