



EASO/2021/885

CONTRACT FOR EXTERNAL EXPERT'S SERVICES

CONTRACT NUMBER – [please insert the original contract number xxx/2] ASO. [insert commitment number level 2]

The European Union Agency for Asylum, hereinafter referred to as "EUAA" or "the Contracting Authority", represented for the purpose of signing this contract by [name] (Authorising Officer),

on 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",

on the other part,

(hereinafter collectively referred to as "the Parties", or individually as "the Party" as well)

HAVE AGREED

on the **Special Conditions** and the **General Conditions** below, as well as the following Annexes:

Annex I: Code of Conduct for Experts

Annex II: Declaration on Honour

Annex III: Conditions for payment and reimbursement of travel and subsistence expenses

Annex IV: Application for payment/reimbursement

Annex V: Overview of days of service provision¹

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.

¹ In the future, current Annex V (Overview of days of service provision) might be replaced by an electronic (exchange) system.





Subject to the above, the several parts 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 EUAA.

Annexes IV and V to this Contract may be amended unilaterally upon the discretion of EUAA.

By signing this Contract, the Expert confirms that he/she read, understood and accepted the Contract and all its obligations and conditions, including - *inter-alia* - the tasks set out in Article I, Code of Conduct for Experts set out in Annex I, Declaration on Honour set out in Annex II, as well as the Conditions for payment and reimbursement of travel and subsistence expenses set out in Annex III.

ARTICLE I - SUBJECT & DESCRIPTION OF TASKS

The subject of the Contract is [description of subject].

This involves, in particular, the following tasks:

- [detailed description of the tasks and any deliverables by use of specific bullet points].
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The precise scope of the tasks set out above will be determined by [insert], [which/who] may moreover monitor and control the output delivered by the Expert and accordingly issue instructions, guidance and/or clarifications in order to ensure compliance therewith.

In case the Contracting Authority identifies a need for additional tasks, the inclusion thereof under this Contract may be agreed upon in writing with the Expert concerned.

ARTICLE II - ENTRY INTO FORCE & DURATION

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

II.2 The duration of the tasks shall not exceed [xx days] of service-provision. The execution of the tasks shall start from [date start assignment] and will finish at the latest on [insert end date of assignment]. The period of execution of the tasks may be extended only with the express written agreement of the Parties before such period elapses.

ARTICLE III - LOCATION OF ASSIGNMENT & WORKING ARRANGEMENTS

The place of delivery of the services shall be [the geographical location of the assignment] [and] [EUAA Premises] [and] [another place] (hereafter 'the location of assignment').



The Expert may be requested to travel for the performance of her/his tasks by EUAA, from their point of origin. The point of origin for travel under this Contract is [*the location of assignment*].

If the nature of the tasks and performance of the Contract would require this, the location of assignment may also be changed at the request of EUAA, including through an amendment of the Contract (in accordance with Article XII).

The Expert may be allocated, *inter-alia*, IT equipment, office-space, access badges and/or access to certain IT systems to a degree where this is necessary for the proper performance of the services under this Contract, either directly by the Contracting Authority or in association with other indicated entities.

In duly justified cases, the Contracting Authority may require the Expert to undergo trainings which are not available outside and necessary to deliver the services under this Contract. At the latest upon contract signature EUAA will confirm whether time spent by the Expert attending such a training will be considered as part of the time worked.

ARTICLE IV – CONTRACT PRICE AND REIMBURSEMENTS

IV.1 The Expert is entitled to a payment of [*fixed fee*] € in the form of a **daily fee**² for each full day³ of service-provision. The total payment will be calculated to the nearest half day. The payment is made in Euros. Monthly payment requests are to be submitted by the Expert and will be processed for payment by EUAA. Only days of service-provision actually performed are eligible for remuneration.

The **total maximum amount to be paid under this contract** will not exceed EUR [*insert amount*].

IV.2 EUAA 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 Declaration on Honour (Annex II);
- refuse payment or to apply liquidated damages for any deliverable required by the Contract that is submitted beyond the date specified under Article II.2;
- recover any payment made and to exclude from further tasks any Expert who has breached the obligations arising from the Code of Conduct for Experts (Annex I) or from the Declaration on Honour (Annex II).

IV.3 The payments to the Expert shall be made monthly. To obtain the payment of the performed days of service-provision and/or the reimbursement of expenses, the Expert will be required

² In accordance with the seniority-level of the respective profile, adjusted to the country-group of which the location of assignment set out in Article III forms part of (see Annex 2), regardless of whether the Expert carries out his or her services remotely.

³ A 'full day of service-provision' entails 8 hours of providing the services under this Contract.



to submit to EUAA on a monthly basis the duly completed and signed forms (Annexes IV and V) together with all required supporting documents, including: the overview of days of service provision, activity report, travel related supporting documents if applicable) through the online platform EAIPS - unless instructed otherwise.

The Contracting Authority will communicate separate instructions to the Expert as regards the exact timeframe by which their monthly payment requests are to be submitted to EUAA. It is of particular importance that these timeframes are strictly adhered to by the Expert.

IV.4 In addition to the amount of the daily fee specified in Article IV.1, travel and subsistence expenses directly connected with the execution of tasks shall be reimbursed in accordance with the provisions of Annex III. This means reimbursement of travel expenses directly connected with the tasks set out in Article I from the Expert's location of assignment as set out in Article III (in exceptional and justified cases however, EUAA may agree to a different point of departure before the travel arrangements are fixed) to the place of travel-destination and back. **EUAA's prior written agreement shall be required before any travel arrangement are made by the Expert in connection to this Article IV.4.**

IV.5 Corresponding payments are subject to EUAA's approval of the submitted (supporting) documents required under Articles IV.3 and IV.4.

As an indication (only) and without prejudice to Article IV.3, payments to the Expert should be made by EUAA within 30 calendar days from the date of reception of a complete request for payment and/or reimbursement.

IV.6 Arrangements as regards payment and reimbursements are between the Expert and EUAA, even if the Expert is employed by an organisation.

ARTICLE V - GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM EUAA

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

The Expert must, in particular, carry out his/her services properly and in full compliance with the provisions of the Contract. This includes in particular:

- the Code of Conduct for Experts (see Annex I);
- the subject & description of tasks set out in Article I; and
- ensuring compliance with any applicable national taxation and social security law.

The Expert must implement the Contract fully, timely (e.g. within any deadlines set by EUAA - if applicable) and to the highest professional standards.



The Parties expressly acknowledge that the conclusion of this Contract does not under any circumstances or at any point in time constitute or lead to an employment relationship with EUAA or any other indicated associated entities with whom the Expert may interact in the context of his/her assignment. The Expert does not form part of any organisational chart or fall under any formal hierarchical structure of the Contracting Authority and/or any indicated associated entities. Neither is the Expert entitled to speak on behalf of/act as a representative of EUAA and/or indicated associated entities vis a vis third parties.

- V.2** The Expert must immediately inform EUAA, if he/she cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.
- V.3** If the Expert breaches any of his/her obligations under this Contract, EUAA may apply the measures set out in Articles VI, VII and/or VIII.
- V.4** The Expert may not delegate another person to carry out the work or be replaced by any other person.

ARTICLE VI - SUSPENSION OF THE CONTRACT

- VI.1** EUAA may suspend the implementation of the Contract or any part of it, if:
 - (a) the Expert is not able to fulfil his/her obligations to carry out the required services;
 - (b) the Expert has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud; or
 - (ii) a serious breach of obligations under the Contract or during the selection procedure (including improper implementation of services, false declarations, and breach of obligations relating to the Code of Conduct for Experts (see Annex I).
- VI.2** EUAA will formally notify the Expert of the suspension of the Contract and the reasons why.

The suspension will take effect on the date the notification is sent by EUAA.
- VI.3** Suspension of the Contract will be lifted if the conditions for resuming implementation thereof are met. The Expert will be formally notified and, if necessary, the Contract will be amended to adapt it to any new situation. If resuming implementation of the Contract is not possible, EUAA may decide to terminate it (in accordance with Article VII). Expenses incurred by the Expert during a period of suspension of the Contract (including, inter-alia, flight and accommodation costs) will not be reimbursed by EUAA.

ARTICLE VII - TERMINATION OF THE CONTRACT

VII.1 Termination of the Contract by EUAA



VII.1.1 EUAA may terminate the Contract, if:

- (a) the Expert is not performing his/her tasks in accordance with the Contract or is performing them poorly;
- (b) the Expert has committed:
 - (i) substantial errors, irregularities or fraud; or
 - (ii) a serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the services, false declarations and breach of obligations relating to the Code of Conduct for Experts (see Annex I));
- (c) the Expert has been found guilty of grave professional misconduct, proven by any means;
- (d) the Expert has a conflict of interests or is in breach of an obligation of confidentiality, as defined in the Code of Conduct for Experts (see Annex I); or
- (e) in case of force majeure, or in case of suspension of the Contract whereby its resumption is not possible (with reference to Article VI of the Special Conditions and Articles 1 and 14 of the General Conditions).

EUAA may also, at any moment, terminate the Contract in case it deems that the tasks assigned to the Expert under the Contract are no longer needed. In such a case, Article VII.1.2. does not apply.

VII.1.2 EUAA must formally notify the Expert of its intention to terminate the Contract and state the reasons why and invite him/her to submit observations within 15 calendar days of receiving notification.

If no observations are submitted or EUAA decides to pursue termination of the Contract despite the observations it has received, it will formally notify confirmation of the termination to the Expert. Alternatively, EUAA may formally notify the Expert that the termination-procedure is discontinued.

The termination of the Contract will take effect on the day after the notification of the confirmation is received by the Expert.

VII.2 Termination of the Contract by the Expert

VII.2.1 The Expert may at any moment terminate the Contract if he/she is not able to fulfil his/her obligations to carry out the required services.

VII.2.2 The Expert must formally notify EUAA of his/her termination of the Contract, stating:

- the reasons why; and



- the date on which termination will take effect. This date must be at least 15 calendar days after the notification.

If no reasons are given or if EUAA considers that the reasons do not justify termination, the Contract will be considered to have been '**terminated improperly**' (which may lead to the rejection of requests for the payment of fees, allowances or reimbursement of expenses).

The termination of the Contract will **take effect** on the date specified in the Expert's notification.

VII.3 Effects

If the Contract is terminated, the Expert must - within 30 days from when termination takes effect - submit a final duly completed payment and/or reimbursement request to EUAA.

Only the payment of fees for actual days of service-provision and reimbursement of eligible expenses incurred until termination takes effect, (including, *inter-alia*, flight and accommodation costs) may be claimed by the Expert.

ARTICLE VIII - LIABILITY FOR DAMAGES

VIII.1 Liability of EUAA

EUAA cannot be held liable for any damage or loss caused by and to the Expert, including any damage or loss to third parties, as a consequence of performing the Contract, except in the event of willful misconduct or gross negligence on the side of EUAA.

VIII.2 Liability of the Expert

Except in case of force majeure (in accordance with Articles 1 and 14 General Conditions), the Expert must compensate EUAA for any damage it sustains as a result of the implementation of the Contract or because the required services were not implemented in full compliance with the Contract.

Thus, EUAA may, for instance, claim all extra costs incurred linked to engaging another expert to replace the Expert after termination of the Contract (without prejudice to any other rights or guarantees it may have under the Contract).

The Expert shall further provide compensation in the event of any action, claim or proceedings brought against them by a third party as a result of damage caused by the Expert in the implementation of the Contract.

VIII.3 Insurance



The Expert must take out an insurance policy against risks and damage or loss relating to the *performance of the Contract* including damages to third parties. He or she must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the Expert must provide evidence of insurance coverage to the Contracting Authority.

ARTICLE IX - BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in euros⁴, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁵ code: [complete]]

ARTICLE X - COMMUNICATION BETWEEN THE PARTIES

Any communication relating to the Contract shall be made in writing and bear the Contract number.

Ordinary mail shall be deemed to have been received by EUAA on the date on which it is registered by the Centre responsible indicated below. Communications should be sent to the following addresses:

EUAA:

European Union Agency for Asylum (EUAA)
Operational Support Centre
MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta
Email: experts.operations@euaa.europa.eu

Expert:

Mr/Ms [full name/surname]
Address: [insert]
Contact phone number: [insert]
Email address: [insert]

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 set out above.

The Expert must notify EUAA of any change of address or contact details.

⁴ Or local currency where the receiving country does not allow transactions in EUR.

⁵ BIC code for countries with no IBAN code.



Any change of bank account may be notified by the Expert to the Contracting Authority via email. The notification shall include - if applicable - any duly signed and dated documents (e.g. a new Financial Identification Form). The Contracting Authority has the right to object to the Expert's change of bank account, in duly justified cases.

ARTICLE XI - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- XI.1** The Contract is governed by Union law, complemented, where necessary, by the national substantive law of Malta.
- XI.2** Any dispute between the Parties resulting from the interpretation or application of the Contract which cannot be settled amicably must be brought before the courts of Valletta, Malta.

ARTICLE XII - AMENDMENTS

Non-substantial amendments to the Contract may be agreed upon via an exchange of emails between the Parties (with reference to Article X).

Such an exchange of emails should contain an explicit written mutual agreement to amend the Contract (originating from or on behalf of EUAA's Authorising Officer, as well as the Expert).

Amendments to the Contract must be made before any new contractual obligations are enforced.

ARTICLE XIII - GENERAL CONDITIONS

This Contract is governed by the '2019 General Conditions for low value contracts' - available 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

In duplicate in English

For the Expert:
[insert full name]

For EUAA:
[insert full name]
Authorising Officer



signature: _____

Done at [place], [date]

signature: _____

Done at [place], [date]



ANNEX I CODE OF CONDUCT FOR EXPERTS

ARTICLE 1 - PERFORMANCE OF THE CONTRACT

- 1) The Expert provides his/her services independently, in a personal capacity and not on behalf of any organisation - though with the interests of the Contracting Authority in mind.
- 2) The Expert must:
 - a) carry out his/her services in a confidential and fair way;
 - b) assist the Contracting Authority and/or any other indicated associated entities to the best of his/her abilities, professional skills, knowledge and apply the highest ethical and moral standards;
 - c) follow any instructions and time-schedules given by the Contracting Authority (including in association with any other indicated entities) and deliver consistently high-quality services;
 - d) comply with any applicable internal rules and regulations when carrying out services at the premises of the Contracting Authority and/or any other indicated associated entities.
- 3) The Expert may not delegate to another person to carry out the required services or be replaced by any other person.
- 4) The Expert does not hold any executive powers under this Contract, nor be entitled to exercise discretionary powers.

ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

- 1) The Expert must carry out his/her services impartially. To this end, the Expert is required to:
 - a) inform the Contracting Authority of any conflicts of interest arising in the course of his/her service-provision under this Contract;
 - b) confirm they are not in any conflict of interests for the services he/she is carrying out by signing a declaration (Annex II).
- 2) **Definition of conflict of interests:** a 'conflict of interests' exists if an Expert:
 - a) has any vested interests in relation to the subject-matter of and/or tasks carried out under the Contract;
 - b) or its organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the services provided under the Contract;
 - c) is in any other situation that compromises his/her ability to provide his/her services in an impartial manner.

The Contracting Authority will decide whether a conflict of interests exists, taking into account the objective circumstances, available information and related risks when an Expert is in any situation that could cast doubts on his/her ability to carry out his/her services in an impartial manner, or which could reasonably be perceived as such in the eyes of a third party.

- 3) **Consequences of being in a conflict of interests:**



- a) If a conflict of interests is reported by the Expert or determined by the Contracting Authority, the Expert must cease carrying out his/her services under the Contract;
- b) If a conflict of interests becomes apparent in the course of his/her provision of services under the Contract, the Expert must immediately inform the Contracting Authority thereof. If such a conflict of interests is confirmed by the Contracting Authority, the Expert must cease carrying out the services under the Contract.

The provisions of Articles VI, VII, and VIII of the Contract apply in case of points a) and b) above.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

- 1) The Contracting Authority and Expert must treat confidentially any information and documents - in any form - (e.g. in paper, electronic and oral) in relation to the performance of the Contract.
- 2) The Expert undertakes to observe strict confidentiality in relation to his/her provision of services under the Contract.

To this end, the Expert may not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling his/her obligations under the Contract - without prior written approval of the Contracting Authority.

In particular, the Expert:

- i. must not discuss their provision of services with any other persons (including other experts) who are not directly involved therein;
- ii. must not disclose:
 - any detail of their provision of services and its outcomes for any purpose other than fulfilling his/her obligations under the Contract - without prior written approval of the Contracting Authority;
 - any advice or other deliverables under the Contract, to any other persons (including students, etcetera).
- 3) If any EUAA materials/documents/reports/deliverables are made available to the Expert on either a paper or electronic basis - especially when providing his/her services remotely or from any other indicated associated premises outside those of EUAA - then the Expert will be held personally responsible for maintaining the strict confidentiality thereof. This also includes a responsibility for the Expert to return, erase or destroy all confidential documents or files upon completion of the services under the Contract (as instructed).
- 4) If the provision of services under this Contract takes place within premises controlled by the Contracting Authority or any other indicated associated entities, the Expert:
 - a) must not remove from those premises any copies, notes, or other documents - either in paper or electronic form;
 - b) will be held personally responsible for maintaining the strict confidentiality of any documents or electronic files provided to the Expert, and for returning, erasing or destroying all confidential documents or files upon completion of the services under the Contract (as instructed).



- 5) If the Expert requests any further information (e.g. via the internet or specialised databases) to adequately carry out his/her services, then the Expert must:
 - a) respect the applicable confidentiality and access rules (or similar);
 - b) not contact any third parties without prior written approval of the Contracting Authority.
- 6) The confidentiality obligations under present Article 3 are binding on:
 - a) the Contracting Authority (pursuant to 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 Community⁶); and
 - 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 Authority explicitly agrees in writing to (partially) release the Expert from their confidentiality obligations;
 - ii. the confidential information becomes public through other channels;
 - iii. disclosure of the confidential information is required by law.

ARTICLE 4 - “CODE OF CONDUCT FOR PERSONS PARTICIPATING IN EUAA OPERATIONAL SUPPORT ACTIVITIES”

The ‘Code of Conduct for persons participating in EUAA operational support Activities’⁷ also applies *mutatis mutandis* to Experts under this Contract who participate in EUAA’s operational support activities. Any breach of the provisions of the afore-mentioned code of conduct will be considered a contractual breach. Such a breach may result in the suspension and/or termination of the Contract, as well as an Expert being held liable for damages (in accordance with Articles VI, VII and VIII of the Contract).

⁶ OJ 45, 14.6.1962, p. 1385.

⁷ Available at: https://euaa.europa.eu/sites/default/files/public/EASO_CODE_OF_CONDUCT.pdf



ANNEX II DECLARATION ON HONOUR

The undersigned [*Name and surname*], declares on his or her honour that he or she is NOT in one of the following situations which would exclude him or her from participating in this call for expressions of interest:

- a) being bankrupt, subject to insolvency or winding-up procedures, assets being administered by a liquidator or by a court, being in an arrangement with creditors, his or her business activities are suspended or being in any analogous situation arising from a similar procedure provided for under Union or national law;
- b) it has been established by a final judgement or a final administrative decision that the person is in breach of his or her obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on his or her professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - (ii) entering into agreement with other persons with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making process of the Contracting Authority during the selection/award procedure;
 - (v) attempting to obtain confidential information that may confer upon him or her undue advantages in the selection/award procedure;
- d) it has been established by a final judgement that the person is guilty of the following:
 - (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the [Council Act of 26 July 1995](#);
 - (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the [Council Act of 26 May 1997](#), or conduct referred to in Article 2(1) of [Council Framework Decision 2003/568/JHA](#), as well as corruption as defined in other applicable laws;
 - (iii) participation in a criminal organisation, as defined in Article 2 of [Council Framework Decision 2008/841/JHA](#);
 - (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of [Directive \(EU\) 2015/849](#) of the European Parliament and of the Council;
 - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of [Council Framework Decision 2002/475/JHA](#), respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of [Directive 2011/36/EU of the European Parliament and of the Council](#);
- e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a Contracting Authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;



- f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of [Council Regulation \(EC, Euratom\) No 2988/95](#);
- g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

For the situations referred to in points (c) to (g) above, the undersigned is subject to:

- i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
- ii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
- iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;
- iv. information transmitted by Member States implementing Union funds;
- v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or
- vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

Furthermore, the undersigned declares that he/she has no conflict of interests in connection with the Contract. Noting that a conflict of interests could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest.

EUAA may ask the selected Expert to provide, prior to the conclusion of a contract, evidence in support of this declaration⁸.

The undersigned hereby certifies that all the information provided by means of this declaration is complete and correct to the best of his or her knowledge.

Date and place:

Signature:

⁸ For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.



ANNEX III CONDITIONS FOR REIMBURSEMENT OF TRAVEL AND SUBSISTENCE EXPENSES

Article 1 Definitions

“Mission” is an activity which takes place away from the Expert’s location of assignment as set out in Article III of the Contract, in which the Expert participates on request and under the instructions of EUAA.

“Place of departure” is the place from where the Expert will travel to participate in the mission. In principle, this is defined as the expert’s location of assignment as set out in Article III of the Contract. Only in exceptional cases, a different place of departure might be agreed upon by EUAA, before the travel arrangements are fixed.

“Place of mission” is the (geographical) location where the mission is taking place.

Article 2 Eligible expenses

- 1) Under the specific conditions laid down in this present Annex III, EUAA will contribute towards the following expenses incurred by Experts assigned under this CEI:
 - a) **Travel-related expenses** from the place of departure to the place of mission and back to the place of departure.
 - b) **Daily subsistence allowance** at the place of mission including meals, local transport, taxis and any other personal or professional expenses.
 - c) **Accommodation allowance** at the place of mission, including taxes.
 - d) **Car rental and/or use of a private car.**
 - e) **COVID-19 testing** for travel purposes, where required by the authorities of the country of departure and/or arrival.
- 2) In case of force majeure, as defined in the General Conditions, whereby an Expert is not able to attend the mission where he/she was requested to participate in, or in case of cancellation by EUAA of a mission, EUAA may only reimburse or cover the actual incurred costs related to travel and accommodation, provided that no other means are available for the Expert to cancel or seek reimbursement of those costs. In such a case, the Expert is required to take any reasonable steps to minimise such costs and to provide evidence of the measures taken. In these cases, reimbursement is subject to the submission of adequate proof of payments. Absence by the Expert due to his/her participation in labour disputes, strikes or financial difficulties cannot be invoked as force majeure.
- 3) No other expenses shall be covered by EUAA.
- 4) The Expert must obtain prior written authorization from EUAA prior to any travel in the context



of a mission, via e-mail exchange (with reference to Article X of the Contract).

Article 3

Travel-related expenses

- 1) A contribution towards an Expert's incurred **travel-related expenses** shall be made by EUAA. For each mission, or in case of a combination of successive missions, EUAA's financial contribution to such **travel-related expenses** (return travel) shall be calculated as an all-inclusive flat rate. This flat rate is granted by EUAA independently of the actual costs incurred by the Expert.
- 2) The amount of the flat rate depends on the geographical distance between the place of departure and the place of mission. The distance shall be calculated using linear distance (one way) between these two geographical points, calculated using the following website: <http://www.distancefromto.net/>.
- 3) The flat rate amounts are as follows:
 - a. No flat rate is granted if the distance is 50 km or less;
 - b. For distances between 51 km and 500 km, the flat rate is set at 200 EUR;
 - c. For distances between 501 km and 2,000 km, the flat rate is set at 350 EUR;
 - d. For distances above 2,000 km, the flat rate is set at 600 EUR.
- 4) For distances over 50 km - and subject to EUAA's prior written approval - a flat rate applies of 65 EUR per day during which an Expert rents a car for the purposes of traveling to the place of mission and/or returning back to the place of departure. The use of a rental car for local transport at the place of mission is authorised only when the mission is taking place under special circumstances in which the use of public transport presents clear disadvantages. The flat rate shall be paid for the actual number of days on which the use of a rented car has been authorised by EUAA. The number of car-rental days eligible for coverage by the above flat rate cannot exceed the number of days of the mission plus one additional travel day. This flat rate covers the car rental and all other related costs (e.g. comprehensive vehicle insurance, fuel and tolls).
- 5) For the use of a private car, paragraph 4 above applies *mutatis mutandis* with a flat rate of 30 EUR per day.
- 6) An Expert going on mission is required to use appropriate, safe, properly serviced and insured vehicles, in accordance with the legislation of the country in which the vehicle is registered. They must comply with the relevant safety rules. The Expert remains fully liable for any accidents involving the vehicle and for any traffic offences. In particular, EUAA will not under any circumstances reimburse fines associated with the use of the vehicle.
- 7) When the place of departure or the place of mission is an island (excluding Cyprus and Malta), the flat rates set out in points b), c) and d) of paragraph 3 should be increased by 30%.



- 8) Where the Expert is obliged either by the authorities of the country of departure or by the authorities of the country of arrival to undergo COVID-19 testing⁹ in the context of a mission, the actual costs of the test paid by the Expert will be reimbursed by EUAA subject to the submission of adequate proof of the obligation to undergo such testing and expenses incurred. Moreover, such reimbursement is subject to prior written approval by EUAA.
- 9) In exceptional and duly justified cases only and being in the interest of the service, EUAA may decide to waive the 50 km threshold for the purposes of paragraphs 4 and 5 above.
- 10) In exceptional and duly justified cases only and being in the interest of the service, EUAA may facilitate the Expert's travel arrangements and directly cover the related costs. In this case, the thresholds and ceilings set out in this present Article 3 do not apply.

Article 4

Daily subsistence and accommodation allowances

- 1) The amounts of the daily subsistence and accommodation allowances - in the form of flat rates - shall be calculated based on the place of mission, as indicated in the Appendix to this Annex III (i.e. overview of hotel ceilings and daily allowances).
- 2) The flat rate amounts are intended as a financial contribution to Experts which is independent from their actual incurred expenses. **Daily subsistence allowance** is granted by EUAA when the travel-distance between the place of departure and the place of mission is above 50 km. This shall be an all-inclusive flat rate calculated for the duration of the mission plus one additional travel day.
- 3) Experts are not entitled to a daily subsistence allowance if the mission takes place within 50km from the expert's location of assignment as set out in Article III of the Contract.
- 4) Should any meals be offered, the daily subsistence allowance shall be reduced by 25% for each offered lunch and by an additional 25% for each offered dinner.
- 5) **An accommodation allowance** is granted by EUAA to contribute towards eligible costs when the distance between the place of departure and the place of mission is above 50 km. This shall be an all-inclusive flat rate calculated based on the duration (number of full days) of the mission.

Article 5

Reimbursement request

- 1) The Expert shall submit to EUAA a request for reimbursement of the travel and subsistence expenses in accordance with Articles IV.3 and IV.4 of the Contract. Late requests sent to EUAA after ninety days of the end of the mission may be accepted for further processing only if the dedicated budget for this mission remains available.

⁹ E.g. Molecular test (RNA or PCR test); Antigen test (rapid test); Antibody test (serology test or blood test).



- 2) Unless instructed otherwise, requests for reimbursement of travel and subsistence expenses shall be transmitted to EUAA through the online platform EAIPS, including the following documents:
 - a) a duly completed Application for payment/reimbursement (Annex IV) signed by the Expert;
 - b) proof of traveling (transportation ticket or boarding pass);
 - c) proof of accommodation (hotel bill);
 - d) proof of car rental (car rental bill));
 - e) self-declaration on the use of the private car;
 - f) COVID-19 testing bill and proof of the obligation of testing.

- 3) Each reimbursement covering travel expenses, daily subsistence allowances and/or accommodation allowances for a specific mission shall be made in a single payment to one bank account.



APPENDIX OVERVIEW OF HOTEL CEILINGS AND DAILY ALLOWANCES

The table below provides an overview per Member State (+ the UK) on the applicable flat rates for accommodation and daily subsistence allowances. These flat rates are based on EU legislative acts regulating the business trips of EU staff, and are subject to periodical review. The relevant flat rates for all other countries, also outside of the EU, are available on EUAA's website.

Destination	Hotel ceiling	Daily allowance
Belgium	148	102
Bulgaria	135	57
Czech Republic	124	70
Denmark	173	124
Germany	128	97
Estonia	105	80
Ireland	159	108
Greece	112	82
Spain	128	88
France	180	102
Croatia	110	75
Italy	148	98
Cyprus	140	88
Latvia	116	73
Lithuania	117	69
Luxembourg	148	98
Hungary	120	64
Malta	138	88
Netherlands	166	103
Austria	132	102
Poland	116	67
Portugal	101	83
Romania	136	62
Slovenia	117	84
Slovak Republic	100	74
Finland	142	113
Sweden	187	117
United Kingdom	209	125



**ANNEX IV
REQUEST FOR PAYMENT OF FEES &
REIMBURSEMENT OF TRAVEL AND SUBSISTENCE EXPENSES**

Annex IV to the contract XXXX REQUEST FOR PAYMENT / REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE EXPENSES			
Participant			
Mr	<input type="checkbox"/>	Ms	<input type="checkbox"/>
Surname	<input type="text"/>	IBAN:	<input type="text"/>
First name	<input type="text"/>		
Place of delivery of the services (Art. III of the Contract for External Experts)		<input type="text"/>	
Country:	Italy		
Payment period:	Dates from:	<input type="text"/>	to: <input type="text"/>
Fee			
Number of days worked	<input type="text"/>	Fee	<input type="text"/> 0 EUR
<input type="checkbox"/>	Signed time sheet is attached		
<input type="checkbox"/>	Signed activity report is attached		
Payments are subject to EASO's approval of the time sheet and the activity report.			
Travel and subsistence expenses			
Dates: from	<input type="text"/>	to	<input type="text"/>
Place of departure:	<input type="text"/>	Place of mission	<input type="text"/>
Country:	Italy	Country:	Italy
Distance	<input type="text"/>	if other, please indicate:	<input type="text"/>
	KM	To be calculated with https://www.distancefromto.net/	
Travelling allowance			
<input type="checkbox"/>	Flat rate	Amount:	<input type="text"/> EUR
<input type="checkbox"/>	Flat rate - islands (Malta and Cyprus excluded)		<input type="text"/>
Rented car			
<input type="checkbox"/>	Flat rate	65 EUR/day	<input type="text"/> days Total: <input type="text"/> 0 EUR
Private car			
<input type="checkbox"/>	Flat rate	30 EUR/day	<input type="text"/> days Total: <input type="text"/> 0 EUR
Accommodation expenses			
<input type="checkbox"/>	Flat rate	<input type="text"/> EUR/day	<input type="text"/> days Total: <input type="text"/> 0 EUR
Daily subsistence allowance			
<input type="checkbox"/>	Flat rate	<input type="text"/> EUR/day	<input type="text"/> days Total (after deductions): <input type="text"/> 0 EUR
Deductions: (indicate the numbers of each meal - lunch or dinner - offered by EASO)			
- No. of meals	25%	<input type="text"/>	
Covid-19 test			
<input type="checkbox"/>	Actual costs	Amount:	<input type="text"/> EUR
	Total:	<input type="text"/>	
Final amount to be paid:		0	EUR
<p>I declare on my word of honour that this information is true and accurate. I will not be receiving any similar reimbursement from any other entity or the same EU agency/body in respect to the same journey or stay. I attach one</p> <p>proof of the travelling taking place, either transportation ticket, boarding pass or car rental invoice or fuel receipt, one proof of payment for accommodation and proof of COVID-19 testing obligation and invoice(s).</p> <p>I declare that I am fully aware of the obligation to keep for five years the supporting documents linked to this reimbursement request.</p> <p><input type="checkbox"/> Proofs of travelling taking place are attached</p>			
DATE:	<input type="text"/>	SIGNATURE:	<input type="text"/>
This Annex is a living document which may be amended upon the discretion of the Head of the Finance and Procurement Unit of EASO.			



**ANNEX V
OVERVIEW OF DAYS OF SERVICE PROVISION**

Contract reference:

Expert's name:

Date (dd/mm/yy)	Full Day	Half Day

.....

Date and signature of the External Expert

.....

Date and signature of the EUAA representative