



EUAA/MLA/2024/CEI/0010  
**CONTRACT FOR EXTERNAL EXPERT'S SERVICES**

CONTRACT NUMBER – [insert original contract number] - ASO.[insert commitment number level 2]

The European Union Agency for Asylum, hereinafter referred to as the "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 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: Request for Payment of Fees & Reimbursement of Travel and Subsistence Expenses**

**Annex V: Overview of days of service provision<sup>1</sup>**

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

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





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 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 the EUAA.

Annexes IV and V to this Contract provide the current forms. However, these forms may be updated (i.e. revised) unilaterally at the discretion of the EUAA, at any time.

By signing this Contract, the Expert confirms that they have read, understood and accepted the Contract and all its obligations and conditions, including - *inter-alia* - the tasks set out in Article I, the Code of Conduct for Experts set out in Annex I, the 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 and/or deliverables:

- *[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 the output delivered by the Expert and accordingly, issue general guidelines necessary to ensure the proper delivery of services<sup>2</sup> and compliance with Union and national law (as applicable).

In case the Contracting Authority identifies a need for additional tasks and/or deliverables, the inclusion thereof under this Contract shall 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 and/or provision of deliverables 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.

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<sup>2</sup> Provision to be read in conjunction with Article 1(2)(c) of Annex I to the Contract.



### **ARTICLE III - LOCATION OF ASSIGNMENT & SERVICE PROVISION ARRANGEMENTS**

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

In principle, the Expert should not always be required to carry out their services at the premises of [the EUAA] [and/or] [national authority] (intra muros) and has a certain degree of flexibility in terms of remote service provision (extra muros). However, the Expert may be required to physically carry out his or her services at the premises of [the EUAA] [and/or] [national authority] (intra muros) for a number of days per month or when this is needed in light of specific operational needs (e.g. when attending meetings, trainings, or in case the Expert’s service provision takes place in the context of certain procedures and workflows which can only be carried out at the premises of [the EUAA] [and/or] [national authority]).

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

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

As a starting point, the Expert shall provide their services under this Contract by using their own tools. However, the Expert may be allocated, *inter-alia*, IT equipment, office-space, access badges and/or access to certain IT systems to the extent that this is (strictly) necessary - e.g. for the proper performance of the services under this Contract and/or in light of information-security considerations (either directly by the Contracting Authority or in association with other indicated entities).

In duly justified cases, to ensure compliance with Article 8(6) of the EUAA Regulation<sup>3</sup>, the Contracting Authority may require the Expert to undergo training relevant to their duties and functions which is not available outside the EUAA and which is necessary for their participation in the operational activities organised by the contracting authority and to deliver the services under this Contract. Time spent by the Expert attending such a training will be considered as part of the time of service provision.

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<sup>3</sup> Regulation (EU) 2021/2303 of the European Parliament and of the Council of 15 December 2021 on the European Union Agency for Asylum and repealing Regulation (EU) No 439/2010



## 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**<sup>4</sup> for each full<sup>5</sup> or half<sup>6</sup> day 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 the EUAA. Only (half-)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** The 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 undue payment made and to exclude from further assignments 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 to submit to the 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<sup>7</sup>, travel related supporting documents if applicable) through the online platform Operational Deployment System (ODS) - 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 the 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.

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<sup>4</sup> 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 of the CEI), regardless of whether the Expert carries out his or her services remotely.

<sup>5</sup> A 'full day of service provision' entails 8 hours of providing the services under this Contract.

<sup>6</sup> A 'half day of service provision' entails 4 hours of providing the services under this Contract.

<sup>7</sup> Which entails a monthly report detailing the services rendered by the Expert.



The EUAA's prior written agreement is required before any travel arrangements are made by the Expert in connection with this Article IV.4.

- IV.5** The above-mentioned payments and reimbursements by the EUAA to the Expert are subject to the EUAA's approval of the submitted (supporting) documents required under Articles IV.3 and IV.4.

Without prejudice to Article IV.3, payments to the Expert should be made by the EUAA within 30 calendar days from the date of receipt of a complete request for payment and/or reimbursement.

#### **ARTICLE V - GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE 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, including any applicable national taxation and social security law.

The Expert must, in particular, carry out their 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 and/or provision of deliverables set out in Article I.

The Expert must implement the Contract fully, in a timely manner and to the highest professional and ethical 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 the EUAA or any other indicated associated entities (e.g. national authorities) with whom the Expert may interact in the context of their assignment and in the implementation of this Contract.

The Expert does not form part of any organisational chart, is not subject to disciplinary action<sup>8</sup> or fall under any formal hierarchal structure of the Contracting Authority and/or any indicated associated entities.

Without prejudice to any guidelines that the EUAA may require the Expert to comply with when interacting with third parties as part of the implementation of this contract. The Expert is not entitled to speak on behalf of/act as a representative of the EUAA and/or indicated associated entities vis a vis third parties.

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<sup>8</sup> Without prejudice to Articles VI, VII and VIII of the Contract.



- V.2** The Expert must immediately inform the EUAA if they cannot fulfil their obligations under the Contract or become aware of other circumstances likely to affect the performance of the Contract.
- V.3** If the Expert breaches any of their obligations under this Contract, the EUAA may apply the measures set out in Articles VI, VII and/or VIII.
- V.4** The Expert shall not delegate to another person the carrying out of the services under this contract or be replaced by any other person unless this has been explicitly agreed upon in writing by the EUAA.
- V.5** The Expert may freely render (similar) services to third parties, provided that there is no conflict of interests and this does not impair the Expert from complying with their obligations under this Contract.
- V.6** In case the Expert is not available or able to provide their services on a given day, no prior permission or doctor's notes shall be required. However, if the Expert has already previously committed themselves to the delivery of services on specific days and/or the delivery of their services relate to planned procedures and activities, then any such absence<sup>9</sup> should nonetheless be coordinated with the Contracting Authority and/or other indicated entities.
- V.7** The Expert has a certain flexibility in terms of organising their own time schedule. However, in case this is required for the proper provision of services taking into account operational needs, then the Expert may be requested to adapt their hours-of-service provision in line with the opening/working hours of the contracting authority and/or other indicated entities.

## **ARTICLE VI – SUSPENSION OF THE CONTRACT**

- VI.1** The EUAA may suspend the implementation of the Contract or any part of it, if:
  - (a) the Expert is not able to fulfil their 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 their 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)).

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<sup>9</sup> Also taking into consideration that “*only days of service provision actually performed are eligible for remuneration*” pursuant Article IV. 1 of the Contract.



**VI.2** The EUAA will formally notify the Expert of the suspension of the Contract and the reasons thereof.

The suspension will take effect on the date the notification is sent by the EUAA.

**VI.3** Suspension of the Contract will be lifted if the conditions for resuming the 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, the 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, travel and accommodation costs) will not be reimbursed by the EUAA.

## **ARTICLE VII - TERMINATION OF THE CONTRACT**

### **VII.1 Termination of the Contract by the EUAA**

**VII.1.1** The EUAA may terminate the Contract, if:

- (a) the Expert is not performing their 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 their 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).

The 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** The EUAA must formally notify the Expert of its intention to terminate the Contract and state the reasons why and invite them to submit observations within 15 calendar days of receiving the notification.

If no observations are submitted or the 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, the 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 they are not able to fulfil their obligations to carry out the required services.

**VII.2.2** The Expert must formally notify the EUAA of their intention to terminate the Contract, in a clear and unequivocal way, stating:

- the reasons for the termination; and

- the date on which the termination shall take effect. This date must be at least one month after the date of notification.

If the Expert fails to duly notify the EUAA of their intention to terminate the Contract and of the reasons thereof, the EUAA may consider invoking liquidated damages or rejecting payment of outstanding amounts payable to the Expert (e.g. 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 the EUAA.

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





## **ARTICLE VIII - LIABILITY FOR DAMAGES**

### **VIII.1 Liability of the EUAA**

The 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 wilful misconduct or gross negligence on the side of the EUAA.

### **VIII.2 Liability of the Expert**

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

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

The Expert shall further be liable 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 euros<sup>10</sup>, 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]  
IBAN<sup>11</sup> code: [complete]

<sup>10</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>11</sup> BIC code for countries with no IBAN code.



## **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 the EUAA on the date on which it is registered by the EUAA. Communications should be sent to the following addresses:

### **The EUAA:**

European Union Agency for Asylum (EUAA)  
Operational Support Centre  
MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta  
Email: [experts.contracts@euaa.europa.eu](mailto:experts.contracts@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 the EUAA of any change of address or contact details.

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 the 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](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". The applicable interest rate in the Article 20.7 should be the rate applied by the European Central Bank for its main refinancing operations in euros ('reference rate'), plus three and a half points.

## **SIGNATURES**

In duplicate in English

For the Expert:  
[insert full name]

For the EUAA:  
[insert full name]  
Authorising Officer

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at [place], [date]

Done at [place], [date]



## ANNEX I CODE OF CONDUCT FOR EXPERTS

### **ARTICLE 1 - PERFORMANCE OF THE CONTRACT**

- 1) The Expert provides their 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 their services in a confidential and fair way;
  - b) assist the Contracting Authority and/or any other indicated associated entities to the best of their abilities, professional skills, knowledge and apply the highest ethical and moral standards;
  - c) follow any general guidelines<sup>12</sup> and time-schedules given by the Contracting Authority with regard to the deliverables (including in association with any other indicated entities) and deliver consistently high-quality services;
  - d) comply with any relevant internal rules and regulations (as applicable<sup>13</sup>) when carrying out services at the premises of the Contracting Authority and/or any other indicated associated entities.
- 3) Having been individually contracted to carry out specific services due to their personal expertise, the Expert shall not delegate to another person the carrying out of the required services or be replaced by any other person (unless this has been explicitly agreed upon in writing by the EUAA).
- 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 their services impartially. To this end, the Expert is required to:
  - a) Inform the Contracting Authority of any conflicts of interests arising in the course of their service-provision under this Contract;
  - b) confirm they are not in a situation of conflict of interests for the services they are 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;

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<sup>12</sup> The Expert has a certain degree of autonomy in terms of providing his or her services. However, the Contracting Authority may issue general guidelines necessary for the proper delivery of services under the contract.

<sup>13</sup> Including for instance, rules on the security of staff and premises, but excluding rules on working time and leave etcetera.



- c) is in any other situation that compromises their ability to provide their 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 their ability to carry out their 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 established by the Contracting Authority, the Expert must cease carrying out their services under the Contract;
- b) If a conflict of interests becomes apparent in the course of their provision of services under the Contract, the Expert must immediately inform the Contracting Authority thereof. If such a conflict of interest 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 their 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 their 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 their 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 their services remotely or from any other indicated associated premises outside those of the 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 their 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; 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’<sup>14</sup> also applies *mutatis mutandis* to Experts under this Contract who participate in EUAA 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).

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<sup>14</sup> Available at: [https://euaa.europa.eu/sites/default/files/2022-06/code\\_of\\_conduct\\_20220617.pdf](https://euaa.europa.eu/sites/default/files/2022-06/code_of_conduct_20220617.pdf)



## ANNEX II DECLARATION ON HONOUR

The undersigned [*Name and surname*], declares on their honour that they are NOT in one of the following situations which would exclude them 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, their 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 their 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 their 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 them 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 they have 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.

The EUAA may ask the selected Expert to provide, prior to the conclusion of a Contract, evidence in support of this declaration<sup>15</sup>.

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

Date and place:

Signature:

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<sup>15</sup> 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 PAYMENT AND 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 the EUAA. For the purpose of the calculation of the allowances stated in Article 5 of this annex, the duration of the mission excludes the travel time from the place of departure to the place of mission and back.

“**Place of departure**” refers to the location from which the Expert starts their travel for 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 the EUAA, before the travel arrangements are fixed.

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

“**Initial Travel and Accommodation Contribution**” is a one-time all-inclusive contribution for the initial travel and accommodation expenses incurred by the Expert at the start of the assignment.

### Article 2 Eligible expenses

- 1) Under the specific conditions laid down in this present Annex III, the 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, 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) **Initial Travel and Accommodation Contribution** from the Expert’s place of residence (as specified in the Contract) to the location of assignment as further clarified in Article 3 of this Annex.
  - f) **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 they were requested to participate in or requires a modification of their itinerary, or in case of cancellation by the EUAA of a mission, the EUAA may only reimburse or cover the actual incurred costs related to travel and accommodation not exceeding the respective ceilings, 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.
- 3) No other expenses shall be covered by the EUAA.
- 4) The Expert must obtain prior written authorization from the 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** **Initial Travel and Accommodation Contribution**

- 1) The EUAA will provide a contribution towards the initial travel and accommodation expenses incurred by the Expert in delivering the services in the location of assignment as outlined in Article III of the Contract, provided that the linear distance between the location of assignment and the Expert's place of residence (as specified in the Contract) exceeds 500 km.

The travel contribution is structured as follows:

For distances above 500 km and up to 1,000 km, the lump sum is set at 350 EUR;  
For distances above 1,000 km and up to 2,000 km, the lump sum is set at 450 EUR;  
For distances above 2,000 km, the lump sum is set at 600 EUR.

For distances over 500 km a one-time flat rate of 30 EUR is applied for use of a private car or 65 EUR for use of a rental car. In such cases these flat rates substitute the travel flat rates stated above.

- 2) The accommodation contribution shall be the maximum fixed hotel ceiling for each country as outlined in the appendix to this Annex. The Expert will be reimbursed for the number of nights for which the Expert provided adequate supporting documents, which cannot in any case exceed three nights.
- 3) The travel and accommodation contribution flat rates will be paid upon the Expert's request during the first monthly payment request, contingent to the submission of proof of relevant travel and accommodation expenses. The Expert is required to provide a signed self-declaration on the use of a private car. In case of the use of a rental car the required supporting document is the car rental invoice.



#### Article 4 Travel-related expenses

- 1) A contribution towards an Expert's incurred **travel-related expenses** shall be made by the EUAA. For each mission, or in case of a combination of successive missions, the 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 the 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/>.

In case an Expert is requested to carry out an activity successively in different places of mission, then the amount of the flat rate referred to in paragraph 1 will depend on the total cumulative distance of the linear distances between the place of departure and place of mission; the place of mission will be considered a place of departure for the successive travel.

- 3) The flat rate amounts are as follows:
  - a. No amount shall be paid if the distance is 50 km or less;
  - b. For distances above 50 km and up to 500 km, the lump sum is set at 200 EUR;
  - c. For distances above 500 km and up to 1,000 km, the lump sum is set at 350 EUR;
  - d. For distances above 1,000 km and up to 2,000 km, the lump sum is set at 450 EUR;
  - e. For distances above 2,000 km, the lump sum is set at 600 EUR.

The lump sums under paragraph 3 of this article are increased at a rate of 4.3% applied cumulatively at the beginning of each year. The applicable lump sums and allowance shall correspond to those of the year in which the activity started. The following table outlines the lump sums for the upcoming years, considering the cumulative effect of the 4.3% adjustment.

km / EUR (€)	2024	2025	2026	2027
> 50 up to 500 km	200	209	218	227
> 500 up to 1,000 km	350	365	381	397
> 1,000 up to 2,000 km	450	469	490	511
> 2,000 km	600	626	653	681



- 4) For distances over 50 km - and subject to the 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 to the place of departure. This flat rate covers the rental of the car and all other related costs (e.g. comprehensive vehicle insurance, fuel and tolls). In this case this flat rate substitutes the travel flat rates set out in paragraph 3. The flat rate shall be paid for the actual number of days on which the use of a rented car has been authorised by the EUAA for travel to the place of mission and/or returning to the place of departure. The number of car-rental days eligible for coverage by the above flat rate cannot exceed two days, corresponding to the outbound and return trip.
- 5) 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 working days at the place of mission on which the use of a rented car has been authorised by the EUAA.
- 6) In case use of the rented car is authorised by the EUAA for both the purpose of traveling to the place of mission and/or returning back to the place of departure as well as for the use for local transport at the place of mission, the number of car-rental days eligible for coverage by the above flat rate cannot exceed the number of working days of the mission plus one additional travel day. In this case the car rental flat rate substitutes the travel allowance flat rates set out in paragraph 3.
- 7) In cases where a private car is used instead of a rental car, a flat rate of 30 EUR per day applies. Paragraphs 4, 5 and 6 above apply *mutatis mutandis*.
- 8) 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 while the EUAA declines any responsibility in this respect. In particular, the EUAA will not under any circumstances reimburse fines associated with the use of the vehicle.
- 9) When the place of departure or the place of mission is an island (excluding Cyprus, Ireland and Malta), the flat rates set out in points b), c) and d) of paragraph 3 shall be increased by 30%. In case of successive travel to multiple places during the same mission, the afore-mentioned 30% increase shall be applied to the flat rate calculated for the cumulative distance of linear distances.
- 10) 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 testing<sup>16</sup> in the context of a mission, the actual costs of the test paid by the Expert will be reimbursed by the 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 the EUAA.

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<sup>16</sup> E.g. Molecular test (RNA or PCR test); Antigen test (rapid test); Antibody test (serology test or blood test).



- 11) In duly justified cases only when this is in the interest of the service, the EUAA may decide to waive the 50 km threshold for the purposes of paragraphs 4, 5, 6 and 7 above.<sup>17</sup>
- 12) In exceptional and duly justified cases only when this is in the interest of the service, the 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 5

### 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. The **daily subsistence allowance** is granted by the EUAA when the travel-distance between the place of departure and the place of mission exceeds 50 km. This shall be an all-inclusive daily allowance multiplied by the days of the mission plus one day.
- 3) Experts are not entitled to a daily subsistence allowance if the mission takes place within 50 km 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 the EUAA to contribute towards eligible costs when the distance between the place of departure and the place of mission is above 50 km. The contribution shall be the maximum fixed hotel ceiling for each country as outlined in the appendix to this Annex, multiplied by the number of days of the mission. Proof of accommodation costs incurred must be submitted by the Expert. The Expert will be reimbursed for the number of nights for which the Expert provided adequate supporting documents, which cannot in any case exceed the number of days of the mission.
- 6) In cases where more than one Expert share the same accommodation, only one Expert shall receive the accommodation allowance. The contribution shall remain unchanged, regardless of the number of Experts sharing the accommodation or the total cost. The EUAA shall only contribute to the accommodation costs for Experts who provide adequate supporting documents proving that they have directly incurred costs for the accommodation.

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<sup>17</sup> Such an exception may be required by the specific nature of the activity or requirements of the delivery of the service.



- 7) An additional accommodation allowance and/or daily allowance may be paid in exceptional and justified cases (e.g. when transportation schedules or travel-booking platforms show that closer connections to when the mission starts and ends are unavailable<sup>18</sup>).
- 8) Days spent at the place of mission between activities, if justified by mission requirements and approved by the EUAA, shall entitle the Expert to accommodation and daily subsistence allowance for the respective days.
- 9) The Appendix to Annex III provides the current list of flat rates for accommodation and daily subsistence allowances. It will be automatically updated when the EUAA formally modifies its maximum ceilings for accommodation and daily subsistence allowances for its own staff members.

### **Article 6**

#### **Reimbursement request**

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

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<sup>18</sup> As shown in a print screen produced on the date of the booking.



## 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 the 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**

Title:		Reference month:							
Surname:		Place of delivery of the services:							
First Name:		Country:							
IBAN:									
<b>Overview Provision Monthly Services</b>		<b>Fee</b>							
Deployment weekdays: From:                      To		Fee (€)	Days						
Interruptions:		Total (€)							
Deployment weekends/public holidays		<i>Payments are subject to EUAA's approval of the time sheet and the activity report.</i>							
<b>Travel and Subsistence Expenses</b>									
Mission	Date	Traveling Allowance	Accommodation	DSA	Deductions	Rented Car	Private Car	Covid-19 Test	
<b>Previous Reimbursements</b>		<b>Final amount to be paid:</b>							
<u>Month</u>	<u>Fee Services (€)</u>	<u>Mission Costs</u>							
<p>I declare on my word of honour that this information is true and accurate.  I attach:  A) Overview of Days of Service Provision  B) Activity Report  And, in case of missions:  C) one proof of the travelling taking place, either transportation ticket, boarding pass or car rental invoice,  D) one proof of payment for accommodation (hotel invoice)  E) self-declaration on the use of the private car,  F) proof of COVID-19 testing obligation and invoice(s).  I declare that I am fully aware of the obligation to keep for five years the supporting documents linked to this reimbursement request.</p>									
Date .....				Signature .....					



**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***