



## CONTRACT FOR EXTERNAL EXPERTS

**EUAA/MLA/2024/CEI/0023**

**CONTRACT NUMBER [xxx]**

ASO. *[insert commitment number level 2]*

The European Union Agency for Asylum (hereinafter referred to as " the EUAA " or "the contracting authority"), which is represented for the purpose of signing this contract by *[forename, surname, function, department]*,

of the one part,

and

Name of the Expert: *[...]*

Type of identity document: *[...]*

Identity document number: *[...]*

Address in full (place of residence): *[...]*

(hereinafter referred to as "the Expert"),

of the other part,

HAVE AGREED

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

**Annex I: Code of Conduct for Experts**

**Annex II: Declaration on honour**

**Annex III: Reimbursement request**

**Annex IV: Timesheet**

**Annex V:** *EASO/EDD/2021/006 Decision of the Executive Director of the EUAA on the rules for reimbursement of expenses incurred by participants invited to attend EUAA activities*

*[Insert other annexe(s), if applicable]*

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

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





Subject to the above, the several 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 III and IV 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 during the validity of the Contract.

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 V.

### ARTICLE I – SUBJECT

The subject of the Contract is [description of subject including the tasks to be carried out].

### 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 contracting party.
- II.2** The duration of the tasks shall not exceed [xx working days]. Execution of the tasks shall not start before the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- II.3** The place of delivery of the services shall be [the Expert's place of residence] [and] [EUAA Premises] [and another place]. The tasks shall be performed in [month(s)/year].

### ARTICLE III – CONTRACT PRICE AND REIMBURSEMENTS

- III.1** The Expert is entitled to a payment of [fixed price] € in the form of a **lump sum** for each full working day spent assisting the EUAA. The **total payment of the performed days will be calculated to the nearest half day**. The payment is made in Euros. The overall price shall not exceed the amount corresponding to the maximum number of working days stipulated in the first paragraph of Article II.2 for the execution of the tasks.

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

To obtain the payment of the performed days [and/or the reimbursement of the expenses], the Expert will be required to **send to the EUAA at the address of the EUAA specified in Article V** of this Contract, the duly completed and signed forms (**Annex III and IV**) together with all required supporting documents, **within 60 days from the agreed completion of the task/s, whichever is the latest.**, in line with article III.2 below.





**III.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**).

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

The EUAA reserves the right to recover any payment made and to exclude from further tasks any Expert who has breached the obligations arising from the Code of conduct (Annex I) or from the Declaration on honour (Annex II).

**III.3** *[In addition to the amount specified in Article III.1, for which the payment is related to the execution of the tasks under this contract, travel and subsistence expenses connected with execution of the tasks organized by the EUAA shall be reimbursed in accordance of the EUAA's rules, in particular in accordance with the note EASO/EDD/2021/006 Decision of the Executive Director of the EUAA on the rules for reimbursement of expenses incurred by participants invited to attend EUAA activities (Annex V).*

**III.4** The above-mentioned payments and reimbursements by the EUAA to the Expert are subject to the EUAA's approval of the submitted documents required under Article III.1. Without prejudice to Article III.1, payments to the Expert should be made by EUAA within 30 calendar days from the date of receipt of a complete request for payment and/or reimbursement.

#### **ARTICLE IV – BANK ACCOUNT**

Payments shall be made to the Expert's bank account denominated in euros<sup>1</sup>, identified<sup>2</sup> as follows:

Name of bank: [...]

Address of branch in full: [...]

Exact designation of account holder: [...]

Full account number including codes: [...]

[IBAN<sup>3</sup> code: [...]

#### **ARTICLE V – GENERAL ADMINISTRATIVE PROVISIONS**

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

<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.

<sup>3</sup> BIC code for countries with no IBAN code.





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

The EUAA:

The European Union Agency for Asylum (The EUAA)  
MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917  
Malta  
Email: [contracts@euaa.europa.eu](mailto:contracts@euaa.europa.eu)

**Reimbursement request Annex III, dated, filled in and signed; timesheet Annex IV filled in and signed; supporting travel documents if applicable (as per invitation letter) must be sent to the following e-mail address: [invoices@euaa.europa.eu](mailto:invoices@euaa.europa.eu).**

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.

Expert:

Mr/Mrs/Ms [...]

[Insert email address in full]

## **ARTICLE VI - APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

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

## **ARTICLE VII – AMENDMENTS**

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

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 Authorizing Officer, as well as the Expert).





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

**ARTICLE VIII – OTHER SPECIAL CONDITIONS**<sup>4</sup>

If applicable.

**ARTICLE IX – GENERAL CONDITIONS**

This Contract is governed by the 19 DECEMBER 2018 General conditions for low value contracts<sup>5</sup> published on the Internet at: [https://commission.europa.eu/publications/low-value-contracts\\_en](https://commission.europa.eu/publications/low-value-contracts_en)

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

**SIGNATURES**

For the Expert,

[insert full name]

For the EUAA,

[insert full name and function]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Done at [...], on [dd mmmm yyyy]

Done at [...], on [dd mmmm yyyy]

In duplicate in English.

<sup>4</sup> To be completed by the department responsible, if applicable.

<sup>5</sup> This contract is governed by the provisions of the Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (hereinafter referred to as 'Financial Regulation'). References in the documents to the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union shall be construed as references to the Financial Regulation and shall be read in accordance with the correlation table, provided in Annex II to the Financial Regulation.





## ANNEX I - CODE OF CONDUCT FOR EXPERTS

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

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

### **ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY**

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

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

### **3. Consequences of a situation of conflict of interest:**

- (a) If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not carry out the work;





- (b) If a conflict becomes apparent in the course of its work, the expert must inform immediately the contracting party or relevant service. If a conflict is confirmed, the expert must stop carrying out its work. If necessary, the expert will be replaced.

### **ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY**

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

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

In particular, the expert:

- i. must not discuss its work with others, including other experts or contracting party or relevant service staff not directly involved in its work;
- ii. must not disclose:
  - any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of the contracting party;
  - its advice to the contracting party or relevant service on its work to any other person (including colleagues, students, etc.).
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from its own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing its work as instructed.
4. If its work takes place in premises controlled by the contracting party or relevant service, the expert:
  - (a) must not remove from the premises any copies or notes, either on paper or in electronic form;
  - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing its work as instructed.





5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete its work, he/she:
  - (a) must respect the overall rules for confidentiality for obtaining such information;
  - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
  - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community<sup>6</sup>;
  - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
    - i. the contracting party agrees to release the expert from the confidentiality obligations earlier;
    - ii. the confidential information becomes public through other channels;
    - iii. disclosure of the confidential information is required by law.

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<sup>6</sup> OJ 45, 14.6.1962, p. 1385.







## **ANNEX II TO THE CONTRACT**

### **DECLARATION ON HONOUR**

**1)** The undersigned (*Name and surname*), declare on their honour that is NOT in one of the following situations which would exclude them from participating in this call for expressions of interest:

- (a) the person or entity is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;
- (b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its 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 judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its 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 eligibility or selection criteria or in the implementation of the legal commitment; (ii) entering into agreement with other persons or entities with the aim of distorting competition;
  - (iii) violating intellectual property rights;
  - (iv) unduly influencing or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interests involving any financial actors or other persons referred to in Article 61(1);
  - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
  - (vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 TEU, where such misconduct has an impact on the person or entity's integrity which negatively affects or concretely risks affecting the performance of the legal commitment;





- (d) it has been established by a final judgment that the person or entity is guilty of any of the following:
  - (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council <sup>(49)</sup> 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 <sup>(50)</sup>;
  - (ii) 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 <sup>(54)</sup>;
  - (iii) terrorist offences or offences related to terrorist activities, as defined in Articles 3 to 12 of Directive (EU) 2017/541 of the European Parliament and of the Council <sup>(55)</sup>, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;
  - (iv) 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 <sup>(56)</sup>;
- (e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget which has:
  - (i) led to the early termination of a legal commitment;
  - (ii) led to the application of liquidated damages or other contractual penalties; or
  - (iii) been discovered by an authorising officer, OLAF, the Court of Auditors, or the EPPO following checks, audits or investigations;
- (f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95 <sup>(57)</sup>;
- (g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations, including those related to working rights, employment and labour conditions, in the jurisdiction of its registered office, central administration or principal place of business;
- (h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent referred to in point (g);
- (i) the entity or person has intentionally and without proper justification resisted an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that the person or entity resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its premises or any





other areas used for business purposes, concealing or refusing to disclose information or providing false information.

The EUAA may ask the selected experts to provide, prior to the conclusion of a service contract, evidence in support of this declaration<sup>7</sup>.

The undersigned hereby certifies that all the information given is complete and correct to the best of their knowledge.

Date: [dd mmmm yyyy]

Signature:

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<sup>7</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**

**Please see separate Excel file  
Reimbursement Request (deliverables and travelling expenses)**





**ANNEX IV  
EUAA/MLA/2024/CEI/0023**

**TIMESHEET**

**Contract Number:** ..... **Expert`s name:** .....

<b>Date</b>	<b>Number of hours worked per day*</b>	<b>Main Activities</b>
<i>Please fill in</i>	<i>Please fill in</i>	<i>Please fill in</i>

Total amount of worked hours: \_\_\_\_\_

Total amount of worked days\*\* : \_\_\_\_\_

Maximum number of days\*\*\*: \_\_\_\_\_

.....

***Date and signature of the Expert***

\*The number of hours will be used to calculate the total numbers of days worked, according to the contract. 8 hours correspond to 1 working day and 4 hours correspond to half working day. The total payment of the performed days will be calculated to the nearest half day.

\*\*The total amount of days will be calculated on the total amount of hours worked. The total payment of the performed days will be calculated to the nearest half day.

\*\*\*As stipulated in the first paragraph of Article II.2 for the execution of the tasks.





## ANNEX V

*EASO/EDD/2021/006 Decision of the Executive Director of the EUAA on the rules for reimbursement of expenses incurred by participants invited to attend EUAA activities*

