



MODEL CONTRACT

FOR CEI EASO/2018/701

Local MedCOI Expert

CONTRACT NUMBER – [xxx]

The European Asylum Support Office (hereinafter referred to as "EASO"), which is represented by [forename, surname, function, department of authorising officer],

of the one part,

and

[name of the local MedCOI 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 1: Code of Conduct

Annex 2: Guidelines

Annex 3: Declaration of absence of conflict of interest and confidentiality

Annex 4: Application for Payment Form

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 (described in Article VII) shall take precedence over those in the Annexes.

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

ARTICLE I – SUBJECT

I.1 The subject of the Contract is provision of Medical Country of Origin Information on [insert Country] regarding the following field(s) [remove what is not applicable]:

A	General or case-specific Information on medication availability
B	General or case-specific information on medication prices, cost coverage
C	General or case-specific information on availability of medical treatments
D	General or case-specific Information on medical treatments' prices, cost coverage
E	General or case-specific Information on - insurance schemes (public and private) - social protection schemes - healthcare system

The tasks concern the provision of responses to requests made by EASO in relation to the above field(s), in the mentioned country.

I.2 A Request is a set of questions¹ asked by EASO to the expert to obtain country-specific information on the above mentioned field(s). In terms of content, there are several types of requests: Regular, Additional, Validation and General.

A Regular request is a set of questions about a medical information regarding a specific patient-related case.

An Additional request is a set of questions in relation to new information, following a previous response accepted by EASO.

A Validation request is aimed at verifying or corroborating existing information and thus monitoring the quality of a given response.

A General request is related to general country-specific medical information, usually focusing on a specific medical treatment or group of medications, without the response being intended for a patient-related case. Response to a General request should be provided within 28 calendar days. In the event a response delivered by the Local MedCOI expert is incomplete, unclear or contains inconsistent information, EASO may submit a Clarification request which aims at completing the response to the same request. The delivery of response to a clarification request is at no additional cost for EASO and within the original due date or 3 calendar days for Normal requests, or 2 calendar days for Semi-Urgent requests, or 7 calendar days for General requests.

I.3 Patients mentioned in the requests are always nationals of the requested country.

No information should be provided for expats and travellers as they are not covered under current contract

I.4 EASO sends requests to the local MedCOI expert using a web application www.medcoi.eu. The local MedCOI expert accesses the application via a personal account which is made for the expert

¹ Non exhaustive list of example questions can be found in Annex III to the Call for expression of interest: Guidelines for Local experts.

after signing this contract. The MedCOI local expert keeps track of all requests. If the web application cannot be used, the requests will be sent by email and the expert has to immediately confirm the receipt. To use the web application, the expert must have the necessary hardware, software and internet access at his/her disposal. EASO shall determine who is authorised to receive credentials to access the MedCOI web application

- I.5** The local MedCOI expert shall deal with all requests sent in a timely manner by way of delivering responses with due regard for the delivery times depending on the urgency of a request. There are three set delivery times and deadlines for responding, as described in below table:

Delivery time	Deadline to respond
Normal	14 calendar days
Semi-urgent	7 calendar days
Special	28 calendar days

- I.6** The response is a factual and reliable country-specific medical information obtained by the Local MedCOI expert following a request from EASO). The response provided by the local expert shall include the source(s) from which the information has been obtained (e.g. facility name, address, type (public/private))
- I.7** The local MedCOI expert shall be able to deliver responses to requests relating to mental conditions as well as requests relating to somatics, as listed in the MedCOI web application (see a non-exhaustive list of treatments and specialisms in Annex IV to the call for expression of interest).
- I.8** The local MedCOI expert shall follow the procedure for processing of requests and administrative processes as stipulated in the in Annex 2 Guidelines of the current contract.

ARTICLE II - DURATION

- II.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- II.2** The duration of the contract shall not exceed 1 year. Execution of the tasks shall start from 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, and within the duration of the validity of the pool of experts.
- II.3** This contract may be terminated by either party with a minimum of 3 months' written notice.

ARTICLE III – CONTRACT PRICE AND PAYMENT ARRANGEMENTS

III.1 The maximum² price covering all requests under this contract is EUR [*amount in figures and in words*].

III.2 The local MedCOI expert shall be remunerated at a fixed fee per request. The fee for a request³ depends on the number of questions and on the required delivery time (deadline to respond). The fees are all inclusive, EASO will not pay bank charges or any extra cost.

	Delivery times →			
Request type	Number of questions in a request ↓	Normal 14 calendar days	Semi Urgent 7 calendar days	Special 28 calendar days
-Regular -Validation -Additional	1-15 Questions	125 EUR	175 EUR	N/A
-Regular -Validation -Additional	16-30 Questions	175 EUR	225 EUR	N/A
-Regular -Validation -Additional	>30 Questions Or exceptionally complicated medical diagnosis	300	N/A	N/A
General request		N/A	N/A	300 EUR

III.3 If the expert is not able to deliver a reply to a request, he/she should inform EASO as soon as possible. If the expert is away for a longer period of time (e.g. more than 7 calendar days), he/she will be contractually bound to inform EASO of his/her absence. In case of expert is not able to deliver a reply to a semi-urgent (7 calendar day) request, he/she should inform EASO as soon as possible. If local expert submits a reply to a semi-urgent (7 calendar day) request on day 9 or later, EASO reserves the right to apply the payment applicable for a “Normal 14-day” request.

² As a general rule, the cumulative value of the payments per expert shall not exceed one fifth of the amount of the maximum threshold per year, as indicated in Article 4 of Directive 2014/24/EU and subsequent amendments (currently 144,000 Euro).

³ Non exhaustive list of example questions can be found in Annex III to the Call for expression of interest: Guidelines for Local experts.

In all other cases, in the event of late delivery or partial delivery of reply, EASO expects a valid justification or else Article III. 4 may apply.

III.4 If the expert is away for a longer period of time, he/she is bound to inform the EASO of his/her absence. EASO reserves the right to refuse payment or 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 of no conflict of interest and confidentiality (Annex 3). EASO 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 1) or from the Declaration of no conflict of interest and confidentiality (Annex 3).

III.5 In the first week following the end of each quarter EASO will send to the local MedCOI expert an Application for Payment Form (see Annex 4) that will contain the references of all requests completed by the expert in the quarter in question. To obtain the payment, the expert will be required to fill out, sign and send back the Application for Payment Form to EASO within 14 days from the receipt of EASO's email. Payment of the price due under this contract shall be made within 30 days from the receipt of the application for payment form, by transfer in euros primarily, or in the currency of the country of expert's residence. Amounts shall be converted, by means of the monthly conversion rates fixed by the European Commission for the purpose, on date of the transfer of the due amount. The conversion rates can be consulted at http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm).

III.6 Arrangements as regards payment are between the expert (natural person) and EASO, even if the expert is employed by an organisation. It is for the expert and his/her employer to come to any particular agreement concerning the final destination of any payments and reimbursement; EASO will not intervene in this agreement.

III.7 Pre-financing is not applicable to this contract.

ARTICLE IV – BANK ACCOUNT

Payments shall be made to the expert's bank account denominated in euros⁴, identified⁵ as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁶ code: [complete]]

ARTICLE V – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Communications shall be sent to the following email addresses:

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

⁵ By a document issued or certified by the bank.

⁶ BIC code for countries with no IBAN code.

EASO email: MedCOI_experts@easo.europa.eu

Local expert's email: [insert]

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 – GENERAL CONDITIONS

This Contract is governed by the December 2015 General Conditions published on the Internet 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 "local MedCOI Expert".

SIGNATURES

For the local MedCOI expert,

For EASO,

signature: _____

signature: _____

Done at _____, [date]

Done at _____, [date]

In duplicate in English.

ANNEX 1 - CODE OF CONDUCT FOR LOCAL MEDCOI EXPERT

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 3).
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 Community⁷

⁷ OJ 45, 14.6.1962, p. 1385.

- (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.



**Guidelines for
Local MedCOI expert
providing Medical Country of Origin Information
in the FIELD(S): [Insert FIELD]**

[Guidelines are inserted for specified field(s) upon signature of the contract]

ANNEX 3 – DECLARATION OF ABSENCE OF CONFLICT OF INTERESTS AND OF CONFIDENTIALITY

I. Conflict of interests

I, the undersigned [FAMILY NAME, first name], having been appointed as an expert for the abovementioned call, declare that I am aware of Article 61 of the Financial Regulation, which states that:

"1. Financial actors within the meaning of Chapter 4 of this Title and other persons, including national authorities at any level, involved in budget implementation under direct, indirect and shared management, including acts preparatory thereto, audit or control, shall not take any action which may bring their own interests into conflict with those of the Union. They shall also take appropriate measures to prevent a conflict of interests from arising in the functions under their responsibility and to address situations which may objectively be perceived as a conflict of interests.

2. Where there is a risk of a conflict of interests involving a member of staff of a national authority, the person in question shall refer the matter to his or her hierarchical superior. Where such a risk exists for staff covered by the Staff Regulations, the person in question shall refer the matter to the relevant authorising officer by delegation. The relevant hierarchical superior or the authorising officer by delegation shall confirm in writing whether a conflict of interests is found to exist. Where a conflict of interests is found to exist, the appointing authority or the relevant national authority shall ensure that the person in question ceases all activity in the matter. The relevant authorising officer by delegation or the relevant national authority shall ensure that any further appropriate action is taken in accordance with the applicable law.

3. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest."

I hereby declare that I do not fall under any of the following circumstances in which a conflict of interests might exist. I confirm that, if I discover before or during the performance of my tasks that a conflict of interests exists, I will declare it immediately to the contracting party.

II. Confidentiality and personal data protection

I confirm that I have read, understood and accepted the code of conduct for experts established in Annex 1 to the contract sent by the contracting party.

I also confirm that I will keep all matters entrusted to me confidential and will process the personal data I receive only for the purposes of the performance of the present contract. If unnecessary or excessive personal data are contained in the documents submitted during the implementation of the contract I will not process them further or take them into account for the implementation of the contract. I will not communicate outside the expert's group any confidential information that is revealed to me or that I have discovered. I will not make any adverse use of information given to me.

Expert: [insert full name]

Date:

Signature:

ANNEX 4 – APPLICATION FOR PAYMENT FORM



Contract [insert contract reference]
 (Call for expression of interest for remunerated experts- **EASO/2018/701**)

APPLICATION FOR PAYMENT / REIMBURSEMENT

(to be sent to invoices@easo.europa.eu and medcoi@easo.europa.eu)

TO BE FILLED BY EXPERT (in block capitals)

Section I

MR MS

TASKS DETAILS:

SURNAME: PLACE:
 FIRST NAME: DATE:
 BANK ACCOUNT :
 NO (IBAN):

PLACE OF RESIDENCE / EMPLOYMENT: CONTRACT REF.:

I have completed my tasks stipulated in contract No. [insert contract reference] as per below request overview, totalling an amount of **EUR [insert total amount]**.

Request reference:	Request type	Delivery time	Number of questions	Rate in EUR
1.				
2.				
3.				
...				
Total :				

EXPLANATIONS

Section II

In order to obtain the payment of your fee and the reimbursement of your expenses, you must fill in **Section I** of this form.

I certify that I have been informed of the obligation to present the documentation within the given deadlines indicated in the contract.

I certify that these particulars are true and accurate and I will not be receiving any similar reimbursement from any other or the same institute in respect the same journey or stay.

THIS DOCUMENT IS VALID ONLY IF SIGNED BY YOU.

Date: Signature: