



MODEL CONTRACT FOR EXTERNAL EXPERTS

CONTRACT NUMBER – [xxx]

The European Asylum Support Office (hereinafter referred to as "EASO"), 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

Annex II: Declaration on honour

Annex III: Application form for payment and reimbursement of travel and subsistence expenses

Annex IV: Timesheet

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

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

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

ARTICLE I – SUBJECT

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

ARTICLE II - DURATION

- II.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- II.2** The duration of the tasks shall not exceed [*xx working days*]. 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.
- II.3** The place of delivery of the services shall be [*the Expert's place of residence*] [*and*] [*EASO Premises*] [*another place*]. The tasks shall be performed in [*month(s)/year*]. The point of origin for travel under this agreement is [*the place of residence as indicated in the address above or insert other address (to be agreed prior to the signature of the contract with EASO)*].

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 EASO. The total payment 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.
- III.2** EASO 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).

EASO 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.

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 I) or from the Declaration on honour (Annex II). To obtain the payment of the performed days [*and/or the reimbursement of the expenses*], the Expert will be required to send to EASO at the address of EASO 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 last day of meeting or of remote evaluation for each evaluation session, whichever is the latest.

- III.3** [*In addition to the amount specified in Article III.1, travel and subsistence expenses directly connected with execution of the tasks shall be reimbursed in accordance with the provisions of the EASO general rules on the costs incurred by persons invited to meetings organised by EASO.*]

ARTICLE IV – BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in euros¹, identified² as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN³ code: [complete]]

ARTICLE V – GENERAL ADMINISTRATIVE PROVISIONS

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

EASO:

European Asylum Support Office (EASO)
MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917
Malta
Email: contracts@easo.europa.eu

Expert:

Mr/Mrs/Ms [complete]
[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 – OTHER SPECIAL CONDITIONS⁴]

ARTICLE VIII – GENERAL CONDITIONS

¹ Or local currency where the receiving country does not allow transactions in EUR.

² By a document issued or certified by the bank.

³ BIC code for countries with no IBAN code.

⁴ *To be completed by the department responsible, where appropriate. Unit D2, responsible for contracts in DG BUDGET, may be consulted in advance for any change to the model standard contract, if such consultation is judged necessary.*

This Contract is governed by the 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 "Expert".

SIGNATURES

For the Expert,
[insert full name]

For EASO,
[insert full name and function]

signature[s]: _____

signature: _____

Done at [.....], [date]

Done at [.....], [date]

In duplicate in English.

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 Community⁵)
 - (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.

⁵ OJ 45, 14.6.1962, p. 1385.

ANNEX II TO THE CONTRACT

DECLARATION ON HONOUR

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

- a) it 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 national legislation or regulations;
- b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- 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 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 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 award procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the 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 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 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;
 - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC 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 forms of trafficking in human beings as defined 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 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 an Authorising Officer, 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) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
 - i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, 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 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. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
 - v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.
- h) has a conflict of interest in connection with the contract; a conflict of interest 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.

EASO may ask the selected experts to provide, prior to the conclusion of a service contract, evidence in support of this declaration⁶.

The undersigned also confirms that [he/she] will keep all matters entrusted to [him/her] confidential and will process the personal data received 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 [he/she] will not process them further or take them into account for the implementation of the contract. [He/She] will not communicate outside EASO working group any confidential information that is revealed or discovered. [He/She] will not make any adverse use of information given to me.

The undersigned hereby certifies that all the information given is complete and correct to the best of (his/her) knowledge.

Date:

Signature:

⁶ 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.