

Model Contract for Experts

Version 2.0

Disclaimer

This document is provided for information purposes only. The legally binding contract will be that which is signed by the parties for each assignment.

HISTORY OF CHANGES		
Version	Publication date	Changes
1.0	27/05/2020	CEPOL Expert Contract
2.0	10/10/2022	Art. 4 ALLOWANCES AND REIMBURSEMENT OF EXPENSES ARTICLE 7 - REQUEST FOR PAYMENT
3.0	dd/mm/2024	

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EXPERT CONTRACT

CONTRACT NUMBER — [to be completed]

This Contract ('the Contract') is between the following parties:

on the one part,

The European Union Agency for Law Enforcement Training ('CEPOL', 'the contracting party'), represented for the purposes of signing the Contract by [forename, surname, function].

and

on the other part,

[Family name] [First name]

[Full official address]

[Email address]

[Expert candidature number:]

The parties referred to above have agreed to enter into this Contract under the terms and conditions below.

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2 and the Declaration of absence of conflict of interests and of confidentiality set out in Annex 3.

The Contract is composed of:

Terms and conditions

Annex 1 Code of Conduct

Annex 2 Terms of Reference

Annex 3 Declaration of absence of conflict of interests and of confidentiality

TERMS AND CONDITIONS

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CHAPTER 1 - GENERAL

ARTICLE 1 - SUBJECT OF THE CONTRACT

The subject of the Contract is the provision of *ad personam* expertise and advice to the contracting party for [insert short description of the specific assignment], following the selection process of the Call for Expression of Interest for Individual External Experts CEPOL-CEI-EE-2024.

ARTICLE 2 - WORKING ARRANGEMENTS

1. The expert's work starts on the date of the signature of the contract or [insert earliest starting date of work] and cannot exceed [insert number] working hours.

The expert may not under any circumstances start work before the date on which this Contract enters into force in accordance with Article 22.

2. The indicative planning and number of working hours for accomplishing the tasks are as follows:
 - Up to [number] working hour[s] to perform the tasks between [insert starting date] and [insert end date], [split as follows: insert]. The expert must perform all tasks in accordance with Annex 2
3. The time necessary for travel to and from the destination shall not count towards working time for the purpose of determination of the number of working hours.

CHAPTER 2 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 - FEES

1. The expert is entitled to a fee of EUR 75 for each hour actually worked in accordance with Article 2, up to a maximum of 450 EUR per day.]
2. The maximum amount of fees paid under the Contract is limited to the maximum number of working hours in accordance with Article 2.1.

ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 3, the contracting party will also:
 - a) As far as practically possible, arrange the travel for the expert, by air or by train or by boat, excluding local transportation. Accordingly, the contracting party shall book, pay for and deliver the travel tickets to the expert. The travel shall be booked as follows:
 - For travel by air: in economy class or equivalent, at the lowest available rates, on the basis of the shortest itinerary;

- For travel by rail and by boat: in the first-class, by the shortest and most cost effective route.

The travel shall be arranged to and from the point of departure and to and from the destination.

Unless otherwise agreed by the contracting party, where the travel is by air, the 'point of departure' is the airport where the travel starts. Where the travel is by train only, the 'point of departure' is the train station where the travel starts. Where the travel is by boat only, the 'point of departure' is the port where the travel starts.

- b) In cases when the contracting party is unable to arrange the travel for the expert, reimburse the travel expenses directly connected with the work specified in the Contract, on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals.

Travel expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

Travel expenses shall be reimbursed as follows:

- travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day.

The expert is entitled to the reimbursement of its travel expenses to and from the point of departure and to and from the destination.

Unless otherwise agreed by the contracting party, where the travel is by air, the 'point of departure' is the airport where the travel starts. Where the travel is by train only, the 'point of departure' is the train station where the travel starts. Where the travel is by boat only, the 'point of departure' is the port where the travel starts.

In exceptional and justified cases, the contracting party may agree to a different point of departure. This agreement must be given before any travel tickets are purchased.

If the expert changes the point of departure without the contracting party's prior agreement, the reimbursement will be limited to the price of one return ticket from the expert's official address.

- c) Reimburse the subsistence expenses directly connected with the work specified in the Contract and on the basis of the minimum number of nights necessary for overnight stay at the destination, as follows:

- for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- daily subsistence allowance (DSA) and accommodation shall be reimbursed at the flat rates published at the following address:

<https://www.cepol.europa.eu/who-we-are/working-with-cepol/procurement>

- where a seminar, conference or congress etc. is attended for which CEPOL is to reimburse the costs, any meals included in the programme will be automatically deducted from the allowances when the statement of expenses is processed, except where otherwise specifically approved by the authorising officer (Decision of the Management Board 13/2018/MB of the European Union Agency for Law Enforcement Training). The deduction for meals is calculated as a percentage of the DSA (15% for breakfast, 30% for lunch and 30% for Dinner;
 - d) Reimburse the shipment expenses, as follows:
 - e) The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting party has given prior written authorisation.
2. Other expenses will not be reimbursed, in particular:
- (a) domestic transfer and local transfer (these expenses are covered by the DSA)
 - (b) costs of purchasing equipment or other material needed by the expert to accomplish its tasks;
 - (c) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);
 - (d) reckless or excessive expenses.

CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 5 - PERFORMANCE OF THE CONTRACT

1. The expert must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law.
- The expert must do so fully, within the set deadlines and to the highest professional standards.
- The expert must, in particular, ensure compliance with:
- the Code of Conduct (Annex 1); and
 - applicable national tax and social security law.
- The terms and conditions of this Contract do not constitute an employment agreement with the contracting party.
2. If the expert cannot fulfil its obligations, s/he must immediately inform the contracting party.

ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION

The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the contracting party's request.

The expert must keep all records and supporting documentation for five years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the expert must keep the records and supporting documents until these procedures end.

ARTICLE 7 - REQUEST FOR PAYMENT

1. To obtain its fees, allowances, and reimbursement of expenses the expert must submit a request for payment or invoice including all the required supporting documents to CEPOL. The dedicated e-mail address for electronic invoices/requests for payments is: cepol.invoices@cepol.europa.eu.

2. The request(s) for payment must be submitted within 30 days of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2, or after the last day of the meeting or remote evaluation session, whichever comes latest.

3. For experts considered as supplying a taxable service under the applicable national tax regime, the request for payment must take the form of an invoice.

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

[In Hungary, the expert must include on the invoice the payment amount due as well as the respective VAT. Please note that although CEPOL is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union, in Hungary VAT exemption by refund is applied to National transactions and therefore is payable at the time of the invoice to the supplier and claimed to the VAT authorities after payment.]

ARTICLE 8 - BANK ACCOUNT

Payments shall be made to the expert’s bank account denominated in euro, identified as follows:

Name of bank: [insert]

Full address of branch: [insert]

Exact designation of account holder: [insert]

Full account number including [bank] codes: [insert]

BIC/SWIFT¹ code:] [insert]

ARTICLE 9 - PAYMENTS

1. The contracting party will make payments within 30 calendar days of receiving the completed payment request(s) unless Article 13 applies.

¹ BIC or SWIFT code for countries with no IBAN code.

2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. Payments will be made to the bank account specified by the expert in the payment request referred in Article 7.
5. The contracting party's payments are deemed to be carried out on the date on which its account is debited.
6. On expiry of the payment period specified in paragraph 1 and without prejudice to Article 13, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus 3.5 points. The reference rate is the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

The suspension of the payment periods in accordance with Article 13 may not be considered as a late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of actual payment as defined in paragraph 5.

However, when the calculated interest is lower than or equal to EUR 200, it must be paid to the contractor only upon request submitted within two months of receiving late payment.

Conversions between the euro and other currencies will be made at the daily euro exchange rate published in the Official Journal of the European Union or failing that, at the monthly accounting exchange rate established by the European Commission and published on the website

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

applicable on the day on which the contracting party issues the payment order.

ARTICLE 10 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

1. The Union must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the Contract. The contracting party may exploit them as stipulated in this Contract. The Union must acquire all the rights from the moment the results are delivered by the expert and accepted by the contracting party. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Union.
2. The Union must acquire ownership of each of the results produced as an outcome of this Contract which may be used, for the following purposes of:
 - (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

- (b) storage of the original and copies made in accordance with this Contract;
 - (c) archiving in line with the document management rules applicable to the contracting party.
3. The Union may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

4. Modes of exploitation

In accordance with paragraph 1, 2 and 3, Article 10, the contracting party shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (a) use for its own purposes:
 - (i) making available to the staff of the contracting party;
 - (ii) making available to the persons and entities working for the contracting party or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions;
 - (iii) installing, uploading, processing;
 - (iv) arranging, compiling, combining, retrieving;
 - (v) copying, reproducing in whole or in part and in unlimited number of copies.
- (b) distribution to the public:
 - (i) publishing in hard copies;
 - (ii) publishing in electronic or digital format;
 - (iii) publishing on the internet as a downloadable/non-downloadable file;
 - (iv) broadcasting by any kind of technique of transmission;
 - (v) public presentation or display;
 - (vi) communication through press information services;
 - (vii) inclusion in widely accessible databases or indexes;
 - (viii) otherwise in any form and by any method.
- (c) modifications by the contracting party or by a third party in the name of the contracting party²:
 - (i) shortening;
 - (ii) summarising;
 - (iii) modifying of the content;
 - (iv) making technical changes to the content:
 - necessary correction of technical errors;

² Where the contracting party becomes aware that the scope of modifications exceeds that envisaged in the contract the contracting party shall consult the Expert. Where necessary, the Expert shall in turn seek the agreement of any creator or other right holder. The Expert shall reply to the contracting party within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

- adding new parts or functionalities;
 - changing functionalities;
 - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications;
- (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.;
- (vi) addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
- (vii) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.;
- (viii) extracting a part or dividing into parts;
- (ix) use of a concept or preparation of a derivate work;
- (x) digitisation or converting the format for storage or usage purposes;
- (xi) modifying dimensions;
- (xii) translating, inserting subtitles, dubbing in different language versions:
- all official languages of EU;
 - languages used within EU;
 - languages of EU candidate and neighbouring countries;
 - any other languages.
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.
- (e) storage of the original and copies made in accordance with this Contract.
- (f) archiving in line with the document management rules applicable to the contracting party.
- (g) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (c) to third parties.

5. Pre-existing rights and transmission of rights

The Expert shall be solely responsible to ensure that he/she is legally allowed to use any pre-existing rights in developing the results and for the purpose of the exploitation by the contracting party in accordance with Article 10.4.

When delivering the results, the Expert shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting party and hold the contracting party (or the relevant contracting party's assignee) harmless of any claims in connection with such use.

Upon request by the contracting party, the Expert shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the contracting party.

ARTICLE 11 - PROCESSING OF PERSONAL DATA

1. Processing of personal data by the contracting party

The contracting party will process all personal data included in the Contract according to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data.

Such data will be processed by CEPOL Head of Operations ('data controller') only to perform, manage and monitor the Contract.

The data may also be sent to persons or bodies responsible for monitoring or inspections in application of EU law.

The expert has the right to access its personal data and to correct it. Any questions about or corrections to the expert's personal data must be sent to the data controller.

The expert has the right of recourse to the European Data Protection Supervisor³.

2. Processing of personal data by the expert

If the Contract requires the expert to process personal data, the expert may only act under the supervision of the data controller identified above. This is the case in particular for determining why personal data should be processed, what categories of data may be processed, who will have the right to access the data, and how the data subject may exercise its rights.

The expert must put in place appropriate technical and organisational security measures to address the risks inherent to data processing and:

- (a) prevent unauthorised people from accessing computer systems that process personal data, and especially the:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that a data-processing system's authorised users can access only the personal data to which its access right refer;
- (c) record which personal data have been communicated by the expert, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting party;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- (f) design its organisational structure in a way that meets data protection requirements.

ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS

³ https://edps.europa.eu/edps-homepage_en

1. The contracting party may carry out checks and audits to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the expert is meeting its obligations.

It may do so throughout the Contract's validity and up to five years after the last payment is made. The expert must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted. The expert must allow access to sites and premises on which the tasks specified in this Contract are performed.

2. Under Regulation No 2185/96⁴ and Regulation No 883/2013⁵ (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract affecting the financial interests of the EU.
3. The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939⁶ ('the EPPO') have the same rights as the contracting party, particularly right of access, for the purpose of checks, audits and investigations.
4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Article 14, or recovery of undue amounts in accordance with Article 15.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT

1. The contracting party may at any point suspend the payment time limit if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The contracting party must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by the contracting party.
4. If the condition for suspending the payment time limit as referred to in paragraph 1 is no longer met, the suspension will be lifted — and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the contracting party if the suspension will continue.

5. If the payment time limit has been suspended due to the non-compliance of the reports or deliverables in accordance with Article 2 and the revised report or deliverables or payment

⁴ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2-5).

⁵ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.9.2013, p. 1–22).

⁶ Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the on the establishment of the European Public Prosecutor's Office ('the EPPO') (OJ L 283, 31.10.2017, p. 1-71).

request is not submitted or was submitted but is also rejected, the contracting party may also terminate the Contract as referred to in Article 16.

ARTICLE 14 - REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES

1. The contracting party may reject:
 - (a) (parts of) the fees if the expert does not fulfil the tasks set out in Article 2;
 - (b) claims for allowances or expenses if they do not fulfil the conditions set out in Article 4.
2. The contracting party may reduce the fee if the expert is in breach of any of its other obligations under the Contract (including the obligations set out in the Code of Conduct).
3. The contracting party must formally notify the expert of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.
If the contracting party does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS

1. The contracting party may recover any amount that was paid but was not due under the Contract.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.
If the contracting party does not accept these observations, it will confirm recovery by formally notifying a 'debit note' that specifies the payment terms and date.
3. The expert must repay the amount specified in the debit note to the contracting party.
4. If the expert does not repay the requested amount by the date specified in the debit note, late-payment interest will be added to the amount to be recovered.
The interest rate used will be the same as the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline specified in the debit note expires, as published in the C series of the *Official Journal of the European Union*.
5. If the expert does not repay the requested amount by the date specified in the debit note, the contracting party may recover the amounts due by offsetting them against any amounts owed to the expert by the EU institutions or an executive agency (from the EU or Euratom) budget without the expert's consent.

ARTICLE 16 - TERMINATION OF THE CONTRACT

1. The contracting party may at any moment terminate the Contract if the expert:
 - (a) is not performing its tasks or is performing them poorly; or

- (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.
If the contracting party does not accept these observations, it will formally notify confirmation of the termination.
 3. The termination will take effect on the date the notification is sent by the contracting party.
 4. The expert may at any moment terminate the Contract if s/he is not able to fulfil its obligations in carrying out the work required as referred to in Article 5.
 5. The expert must formally notify the contracting party and include the reasons why by giving 15 days' notice.
 6. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
 7. Only fees for days actually worked and expenses for travel actually carried out before termination may be paid subject to Article 14. The expert must submit the payment request for the tasks already executed on the date of termination within 30 days from the date of termination.
 8. On termination of the Contract, the contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

ARTICLE 17 - LIABILITY FOR DAMAGES

The contracting party cannot be held liable for any damage caused or sustained by the expert or a third party during or as a consequence of performing the Contract, except in the event of the contracting party's wilful misconduct or gross negligence.

ARTICLE 18 - FORCE MAJEURE

1. 'Force majeure' means any situation or event that:
 - prevents either party from fulfilling its obligations under the Contract;
 - was unforeseeable, exceptional and beyond the parties' control;
 - was not due to error or negligence on its part and
 - proves to be inevitable in spite of exercising due diligence.
2. A force majeure must be immediately and formally notified to the other party.
Notification must include details of the situation's nature, likely duration and expected effects.
3. The party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

CHAPTER 5 - FINAL PROVISIONS

ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must:

- be made in writing (in electronic form via e-mail is as well accepted) and
- bear the Contract's number;

Formal notifications must be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

Communications by e-mail are considered to have been made when they are sent by the sending party to one of the addressees listed below, unless the sending party receives a message of non-delivery.

Communications to the expert must be sent to the e-mail address as specified in the preamble of this Contract.

2. For the purpose of this contract, communications must be sent to the following addresses:

Contracting party:

European Union Agency for Law Enforcement Training (CEPOL)

H-1066 Budapest

Ó utca 27

Hungary

Email: procurement@cepol.europa.eu and the email address indicated in TOR

Expert:

[Full name]

[Full official address]

Email: [insert]

3. 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 as stated on the beginning of the Contract for the expert and in paragraph 2 of this Article for the contracting party.

Dispatch must be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party must immediately send again such communication to the e-mail address provided in this Contract. In case of unsuccessful dispatch, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Electronic communication must be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender must send the original signed paper version without unjustified delay.

4. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.
5. Mail sent using the postal services is deemed to have been received by the contracting party on the date on which it is registered by the department responsible.

ARTICLE 20 - AMENDMENTS TO THE CONTRACT

1. In justified cases — and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure — any party may request an amendment.

Amendments must be made before new contractual obligations are enforced.

2. The party requesting an amendment must formally notify the other party the requested amendment together with the reasons why.

The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT

1. This Contract is governed by Union law and is supplemented, where necessary, by the law of Hungary.
2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before courts of Budapest, Hungary.

ARTICLE 22 - ENTRY INTO FORCE

This Contract enters into force on the day on which the last party signs.

Done in two copies in English.

Expert:

[insert full name]

Date:

Signature:

For the contracting party,

[insert full name and function]

Date:

Signature:

ANNEX 1 - 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 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)
 - (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.

⁷ OJ 45, 14.6.1962, p. 1385.

ANNEX 2 - TERMS OF REFERENCE

1. [Name of the experts' group: *insert name*]
2. Context and background information
3. Purpose, objectives and scope
4. Working approach and methodology
5. [Distribution of work among the experts]
6. Meetings, reporting and deadlines
7. Deliverables and conditions to submit request for payments

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**ANNEX 3 – DECLARATION OF CONFIDENTIALITY,
INDEPENDENCE AND ABSENCE OF CONFLICT OF INTERESTS**

Contract Nr.: [to be completed]
Expert Name: [to be completed]

I, the undersigned:

- confirm that I have read, understood and accepted the code of conduct for Experts established in Annex I to the Contract.
- declare that I understand my obligations with regard to **confidentiality**:
 - I confirm that I will keep all matters entrusted to me confidential and will not communicate to any third party any confidential information disclosed to me or discovered by me or drafted by me in the course of or as a result of my assignment and will not make any adverse use of information given to me.
 - I understand that I am responsible for maintaining the confidentiality of any documents or electronic files sent to me and for returning, erasing or destroying all confidential documents or files upon completing the assignment, unless otherwise instructed by the Agency.
 - I am aware that I continue to be bound by this undertaking even after the completion of the tasks entrusted to me by CEPOL.
- declare that I understand my obligations with regard to **independence**:
 - I confirm that I am an independent person working in my own personal capacity and in performing the work shall not represent any organisation.
 - I confirm that I am not paid – or in any other way receive financial compensation – by any other organisation or person for the work I perform for the Agency under this contract.
 - I undertake to abstain from any contact with third parties which could compromise, or appear to compromise, my independence as an Expert.
 - I undertake to perform my duties honestly and fairly. My contribution will be objective and will fully respect the principles of fair competition and impartiality.
- declare that I am not and shall not be in any situation which could give rise to a **conflict of interests**⁸ in what concerns the performance and/or implementation of the Contract. I hereby undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to the Agency any situation

⁸ A conflict of interests exists where the impartial and objective exercise of the functions of a person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient. Where such a risk exists, the person in question shall refrain from such action and shall declare the matter immediately. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter.

Expert Contract number: [insert number] [insert name]

that might raise concerns with respect to conflict of interest, impartiality or otherwise affect my position/ability to duly and appropriately perform the Contract.

- hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

Date and signature

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