



Model Contract for Experts

Date:

Reference:

EXPERT CONTRACT
NUMBER [insert number]

This contract (hereinafter referred to as ‘the Contract’) is between the following parties:

on the one part,

the European GNSS Agency (hereinafter referred to as ‘the Agency’ or “the GSA”), represented for the purposes of signing the Contract by Mr Rodrigo da Costa,

and

on the other part,

[Family name] [First name], [Expert candidature number]

[Official address Street/Number/P.O. Box [Post code] [Town/city] [Country]]

[Email address]

(hereinafter referred to as ‘the Expert’).

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

By signing the Contract, the expert confirms that s/he has read, understood and accepted the Contract and all the obligations and conditions it sets out and the following annexes:

- Annex 1 Terms of Reference
- Annex 2 Declaration of Confidentiality, Independence and Absence of Conflict of Interests
- Annex 3 Rules on Reimbursement of travel expenses
- Annex 4 Call for Expression of Interest
- Annex 5 Deliverables acceptance sheet

which form an integral part of this Contract.

In case of any discrepancies with respect to the working of this Contract, the terms set out in the contract shall take precedence over those in the annexes.



TABLE OF CONTENTS

Contents

ARTICLE 1	SUBJECT OF THE CONTRACT	4
ARTICLE 2	ENTRY INTO FORCE AND DURATION.....	4
ARTICLE 3	FEES.....	4
ARTICLE 4	REIMBURSEMENT OF EXPENSES	4
ARTICLE 5	PERFORMANCE OF THE CONTRACT	5
ARTICLE 6	OBLIGATION OF IMPARTIALITY AND CONFLICT OF INTEREST.....	5
ARTICLE 7	CONFIDENTIALITY	6
ARTICLE 8	KEEPING RECORDS — SUPPORTING DOCUMENTATION.....	6
ARTICLE 9	REPORTING AND INVOICING	7
ARTICLE 10	PAYMENTS	7
ARTICLE 11	OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)	8
ARTICLE 12	PROCESSING OF PERSONAL DATA.....	8
ARTICLE 13	CHECKS, AUDITS AND INVESTIGATIONS.....	10
ARTICLE 14	SUSPENSION OF THE PAYMENT DEADLINE	11
ARTICLE 15	REJECTION OF FEES, ALLOWANCES OR EXPENSES.....	12
ARTICLE 16	RECOVERY OF UNDUE AMOUNTS.....	12
ARTICLE 17	SUSPENSION OF THE CONTRACT.....	12
ARTICLE 18	TERMINATION OF THE CONTRACT	13
ARTICLE 19	LIABILITY FOR DAMAGES	14
ARTICLE 20	FORCE MAJEURE.....	14
ARTICLE 21	COMMUNICATION BETWEEN THE PARTIES.....	15
ARTICLE 22	AMENDMENTS TO THE CONTRACT	15
ARTICLE 23	APPLICABLE LAW AND DISPUTE SETTLEMENT	15
ARTICLE 24	ENTRY INTO FORCE OF THE CONTRACT.....	15
	Annex 1 – Terms of Reference.....	17
	Annex 2 - Declaration of Confidentiality, Independence and Absence of Conflict of Interests.....	18
	Annex 3 - Rules on Reimbursement of travel expenses	19
	Annex 4 – Call for expression of interest	20
	Annex 5 – Deliverables acceptance sheet.....	21



TERMS AND CONDITIONS

ARTICLE 1 SUBJECT OF THE CONTRACT

1. This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between the Agency and the expert appointed to provide advice to the Agency in the areas of [XXX].
2. The description of tasks, indicative planning and number of working days for accomplishing the tasks are described in Annex 1 – Terms of Reference.

ARTICLE 2 ENTRY INTO FORCE AND DURATION

1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
2. The duration of the tasks shall not exceed the time period indicated in Annex 1 – Terms of reference. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
3. The Expert may not under any circumstances start work before the date on which this Contract enters into force.

ARTICLE 3 FEES

1. The Expert is entitled to a lump sum fee (hereinafter referred to as “Fees”) for each full working day, as follows:

Expert profile category	Full working day fee
Senior expert	1000 EUR
Junior expert	600 EUR

2. A full working day is defined as 8 hours, excluding breaks and travelling time.
3. The Expert shall monitor the consumption of the budget ceiling as provided in Call for expression of interest (see Annex 4, hereinafter “Budget Ceiling”) and inform the GSA of the Budget Ceiling consumption status on a monthly basis. In order to prevent exceeding the Budget Ceiling, the Expert shall further alert the GSA, in writing and in due time, when there is such a risk. The Expert will not invoice any tasks going beyond the Budget Ceiling unless it receives a prior written agreement of the contacting authority.

ARTICLE 4 REIMBURSEMENT OF EXPENSES

1. In addition to the Fees set out in Article 3, the GSA will also reimburse travel and accommodation expenses directly connected with the execution of the tasks, as foreseen in Annex 1 of this Contract. The reimbursement will be done in accordance with the rules of the GSA Staff as to Reimbursement of travel expenses (Annex 3).
2. Other expenses will not be reimbursed, in particular:



- a. expenses incurred for purchasing equipment or other material needed by the expert to accomplish his/her tasks;
- b. 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);
- c. deductible VAT;
- d. currency exchange losses.

ARTICLE 5 **PERFORMANCE OF THE CONTRACT**

1. The expert shall:
 - a. Perform the tasks in compliance with this Contract and legal obligations under applicable EU, international and national law;
 - b. not delegate the work to another person or be replaced by another person and must perform the work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;
 - c. Follow the instructions and time-schedule given by the GSA.
2. The expert must immediately inform the Agency, if s/he cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.
3. The expert may be required by the Agency to provide its services in favour of beneficiaries of grants and/or prizes awarded by the Agency for the fulfilment of their respective scope. In such a case no contractual relationship is supposed to be established between the expert and the mentioned beneficiaries. The expert shall continue to be bound contractually and be remunerated by the Agency. The Agency shall hold the expert harmless from any claim raised by the beneficiaries in relation or in connection with services requested by the Agency to be provided in favour of the beneficiaries, unless such claim arise out of the expert's gross negligence or wilful misconduct.
4. The Contract does not constitute an employment agreement between the Expert and the Agency. It shall be the Expert's sole responsibility to ensure that they are compliant with all the applicable law, in particular national tax and social security laws.

ARTICLE 6 **OBLIGATION OF IMPARTIALITY AND CONFLICT OF INTEREST**

1. The Expert must perform its work impartially. To this end, the Expert is required to confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration as per Annex 2 or a similar COI requested by the GSA.
2. The Expert shall take all the necessary measures to prevent any situation of conflict of interests. Such situation arises where the impartial and objective performance of the contract is compromised for reasons involving economic interests, political or national affinity, family or emotional ties, or any other shared interest.
3. Any situation constituting or likely to lead to a conflict of interests during the performance of the contract shall be notified to the GSA in writing without delay. The Expert shall immediately stop carrying out his/her work and take all the necessary steps to rectify the situation. The GSA reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline. If necessary, the Expert will be replaced and the contract terminated.



4. The Expert declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the contract.

ARTICLE 7 **CONFIDENTIALITY**

1. The GSA 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 GSA.

In particular, the Expert:

- a. must not discuss its work with others, including other Experts or GSA or relevant service staff not directly involved in its work;
- b. must not disclose:
 - i. any detail of its work and its outcomes for any purpose other than fulfilling its obligations
 - ii. under the Contract without prior written approval of the GSA;
 - iii. Its advice to the GSA 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 his/her work takes place in premises controlled by the GSA or relevant service, the Expert:
 - a. must not remove from the premises any copies or notes, either on paper or in electronic form;
 - a. 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.
2. The confidentiality obligation set out in this article shall be binding on the Expert during the performance of the contract and for five (5) years starting from the date of the payment of the balance unless:
 - a. the GSA agrees to release the Expert from the confidentiality obligation earlier;
 - b. the information becomes public through other means than in breach of the confidentiality obligation;
 - c. the disclosure of the information is required by law.

ARTICLE 8 **KEEPING RECORDS – SUPPORTING DOCUMENTATION**



1. The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked, the remote tasks carried out and on travels and other expenses incurred). The records and documentation must be available upon the GSA's request or in the context of checks, audits or investigations (see Article 13).
2. 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 9 REPORTING AND INVOICING

1. The Expert shall submit an invoice for payment for the provided services as described in Annex 1 – Terms of reference on a quarterly basis. The invoice shall be accompanied by the following supporting documentation:
 - a. All the reports, documents and deliverables required in accordance with Annex 1 – Terms of Reference relevant for the invoicing quarter;
 - b. A deliverable acceptance sheet, duly dated and signed by the Expert and the GSA's project officer;
 - c. a detailed justification of all expenses incurred, including but not limited to timesheets justifying the number of days spent to perform the tasks.
2. The GSA shall have thirty (30) days from receipt to approve or reject the invoice and the supporting documentation provided by the Expert in accordance with the above paragraph. In case of rejection, the Expert shall have fifteen (15) days in which to submit additional information or a new invoice and/or supporting documentation.
3. Provided the progress report and/or deliverable(s) have been approved, the GSA shall make the payment within thirty (30) days from receipt of the invoice.
4. Claim for reimbursement of travel and accommodation expenses incurred by the Expert shall be invoiced together with the invoice for payment for the provided services in accordance with the conditions set forth in Annex 3 - Rules of the GSA staff as to reimbursement of travel expenses.

ARTICLE 10 PAYMENTS

1. Payments will be made in EUR to the following Expert's bank account:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

IBAN code: [complete]

SWIFT/BIC Nr.: [complete]
2. Conversions of costs incurred in another currency will be made by the Agency according to the monthly accounting rates published on the Commission's website, applicable on the (first) day of the meeting or other work involving travel.
3. The Agency's payments are deemed to be carried out on the date on which its account is debited.
4. If the Agency does not pay within the payment deadlines in accordance with this Article, the expert



is entitled to late-payment interest at the rate applied by the European Central Bank 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 expires, as published in the C series of the Official Journal of the European Union.

5. Late payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment. If the late-payment interest is lower than or equal to EUR 200, it will be paid to the expert only upon request submitted within two months of receiving late payment.
6. Suspension of the payment deadline in accordance with Article 14 will not be considered as late payment.
7. Arrangements as regards payment are between the Expert and the Agency, even if the Expert is employed by any organisation. It will be for the Expert and his/her employer to come to any particular agreement concerning the final destination of any payments and reimbursement; the Agency will not intervene in this agreement.
8. Payments will be made to the bank account specified by the expert in the request for payment (see Article 9).

ARTICLE 11 OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

1. The Agency obtains full ownership of the results produced under the Contract (including copyright and other intellectual or industrial property rights).
2. The Agency obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the Agency. Such delivery and approval are considered to constitute an effective assignment of rights.
3. This transfer of rights is free of charge.
4. 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 Agency in accordance with this Article.
5. 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 Agency and hold the Agency (or the relevant Agency's assignee) harmless of any claims in connection with such use.

ARTICLE 12 PROCESSING OF PERSONAL DATA

1. Any personal data included in the Contract must be processed in accordance with the applicable rules on the protection of individuals 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 shall be processed by the data controller (the GSA) and the data processor (the Expert) solely for the purposes of the performance, management and monitoring of the Contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.
2. The following categories of personal data are expected to be processed by the data controller: contact details of the Expert that may be included in deliverables, such as name and last name, gender, telephone number, email address, postal address, organisation and position within



organisation. The provision of the aforementioned data is a contractual requirement.

3. The recipients of the personal data mentioned under the above paragraph shall be (1) a limited number of staff of the GSA managing the Contract, (2) a limited number of staff of GSA contractors assisting GSA staff in the management of the Contract, (3) a limited number of staff of GSA contractors providing hosting services for the GSA servers. The personal data will be stored in the premises of the aforementioned recipients, all of which are located within Union territory, and will be retained for up to 7 (seven) years after the expiry of the present Contract for audit and discharge purposes.
4. The Expert shall have the right to request from the data controller access to, rectification or erasure of its personal data, restriction of processing, the right to object to the processing and the right to data portability, provided that there are grounds for the exercise of any of these rights, as per the applicable rules.
5. The Expert shall have right of recourse at any time to the European Data Protection Supervisor.
6. If, throughout the duration of the Contract, the Expert is required to process any personal data (acting as data processor), the Expert shall
 - a. inform in writing without delay the data controller and act only on documented instructions from the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
 - b. with regard to transfers of personal data to a country outside the European Union or an international organisation, act only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the data controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - c. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - d. without prejudice to Article 12(8), take all necessary measures to ensure the security of the processing of personal data, as may be instructed by the controller;
 - e. not engage another processor or sub-processor without prior specific written authorisation of the controller;
 - f. taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in the applicable rules;
 - g. assist the controller for the fulfilment of its obligations to
 - i. ensure compliance with its obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users
 - ii. notify a personal data breach to the European Data Protection Supervisor
 - iii. communicate a personal data breach without undue delay to the data subject, where applicable
 - iv. carry out data protection impact assessments and prior consultations as necessary
 - h. notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Expert becomes aware of the breach. In such cases, the Expert shall provide the controller with at least the following information:



- i. nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - ii. likely consequences of the breach;
 - iii. measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- i. maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties;
 - j. delete all the personal data after the end of the provision of services relating to processing;
 - k. make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller
 - l. The Expert shall adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to ensure:
 - i. the pseudonymisation and encryption of personal data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - v. measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

ARTICLE 13 CHECKS, AUDITS AND INVESTIGATIONS

1. The contracting authority and the European Anti-Fraud Office may check or require an audit on the performance of the contract. This may be carried out either by OLAF's own staff or by any outside body authorised to do so on its behalf.
2. Such checks and audits may be initiated at any moment during the performance of the contract and up to five years starting from the payment of the balance.
3. The audit procedure is initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits are carried out on a confidential basis.
4. The Expert must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of five years starting from the payment of the balance.
5. The Expert must grant the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed to conduct such checks and audits. The Expert must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate



format.

6. On the basis of the findings made during the audit, a provisional report is drawn up. The contracting authority or its authorised representative must send it to the Expert, who has 30 days following the date of receipt to submit observations. The Expert must receive the final report within 60 days following the expiry of that deadline to submit observations.
7. On the basis of the final audit findings, the contracting authority may recover all or part of the payments made in accordance with this Contract and may take any other measure which it considers necessary.
8. In accordance with 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 and Regulation (EU, Euratom) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigation conducted by the European Anti-Fraud Office, the European Anti-Fraud Office may 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 Union. Findings arising from an investigation may lead to criminal prosecution under national law.
9. The investigations may be carried out at any moment during the provision of the services and up to five years starting from the payment of the balance.
10. The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939 ('the EPPO') have the same rights as the contracting authority, particularly right of access, for the purpose of checks, audits and investigations.

ARTICLE 14 **SUSPENSION OF THE PAYMENT DEADLINE**

1. The Agency may at any moment suspend the payment deadline if a request for payment or the Expert's work cannot be approved because:
 - a. it does not comply with the provisions of the Contract;
 - b. the report(s) or deliverable(s) have not been submitted or are not complete or additional work or information is needed, or
 - c. there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.
2. In this case, the Agency must formally notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day the notification is sent by the Agency.
4. If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.
5. If the suspension exceeds two months, the expert may ask the Agency to take a decision on whether the suspension will continue.
6. If the payment deadline has been suspended due to missing supporting documents or information and the requested document or information is not submitted within the deadline set by the Agency despite a reminder, the Agency may limit the payment to the part of the claim which complies with the provisions of the Contract.
7. If the payment deadline has been suspended due to non-compliance of reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by the Agency, or was submitted but is also rejected, the Agency may terminate the Contract.



ARTICLE 15 REJECTION OF FEES, ALLOWANCES OR EXPENSES

1. The Agency may reject the requested fee(s), allowances or expenses in part or in full if:
 - a. they do not fulfil the conditions set out in this Contract;
 - b. if the expert has committed:
 - i. substantial errors, irregularities or fraud; or
 - ii. serious breach of obligations under the Contract.
2. The Agency must formally notify the expert of the rejection, the amount and the reasons why. The expert may within 30 days of receiving notification formally notify the Agency of its disagreement and the reasons why. The Agency will inform the expert on its final decision on rejection of fees within 15 days of receiving the reply notification.

ARTICLE 16 RECOVERY OF UNDUE AMOUNTS

1. The Agency may recover any amount that was paid to the expert that is not due under the Contract.
2. The Agency will notify the expert of its intention to recover, the reasons why and invite him/her to submit observations within 30 days of receiving notification.
3. If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered by formally notifying a debit note to the expert. This note will also specify the terms and the date for payment.
4. If payment is not made by the date specified in the debit note, the Agency may recover the amount:
 - a. by offsetting it — without the expert's consent — against any amounts owed to the expert by the Agency. In exceptional circumstances, to safeguard the EU's financial interests, the Agency may offset before the payment date specified in the debit note; or
 - b. by taking legal action.
5. If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article 10, from the day following the date for payment in the debit note, up to and including the date the Agency receives full payment of the amount.
6. Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

ARTICLE 17 SUSPENSION OF THE CONTRACT

1. The Agency may suspend implementation of the Contract or any part of it, if:
 - a. the expert is not able to fulfil his/her obligations to carry out the work required;
 - b. the expert has committed or is suspected of having committed:
 - i. substantial errors, irregularities or fraud or
 - ii. a breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Declaration of Confidentiality, Independence and Absence of Conflict of Interests (see Annex 1).



2. The Agency will formally notify the expert of the suspension of the Contract and the reasons why.
3. The suspension will take effect on the date the notification is sent by the Agency.
4. The suspension will be lifted if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be amended to adapt it to the new situation.
5. If resuming implementation of the Contract is not possible, the Agency may decide to terminate it in accordance with Art. 18.
6. Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

ARTICLE 18 **TERMINATION OF THE CONTRACT**

18.1 TERMINATION OF THE CONTRACT BY THE AGENCY

1. Without prejudice to any other grounds for termination by GSA, the Agency may terminate the Contract if:
 - a. the expert is in one of the situations provided for in Art. 136 of Regulation 2018/1046 on the financial rules applicable to the general budget of the Union;
 - b. if a change to the Expert's legal, financial, technical or organisational situation is:
 - a. affecting the performance of the Contract substantially; or
 - b. affecting the essential security interest of the European Union; or
 - c. calling into question the decision to award the Contract;
 - c. the expert has committed substantial errors, irregularities or fraud, including improper implementation of the work, false declarations and breach of obligations relating to the Declaration of Confidentiality, Independence and Absence of Conflict of Interests (see Annex 2).
2. The Agency may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Article 20).
3. The Agency must formally notify the expert of its intention to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification.
4. If no observations are submitted or the Agency decides to pursue termination despite the observations it has received, it will formally notify confirmation of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.
5. The termination will take effect on the day after the notification of the confirmation is received by the expert.

18.2. TERMINATION OF THE CONTRACT BY EITHER PARTY

Either party may terminate the Contract unilaterally and without being required to pay compensation by formally notifying the other party and by giving 3-(three) month notice. Should the GSA terminate the contract, the Expert shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date.

18.3. EFFECTS OF TERMINATION

1. If the Contract is terminated, the expert must submit a payment request in accordance with Art. 9



within 30 days from when termination takes effect.

2. Only fees for days worked and expenses incurred until termination takes effect (including commitments to pay, such as flight or hotel reservations) may be claimed.
3. On termination of the Contract, the GSA may hire another expert to carry out or finish the work. In case of termination under Art. 18.2, the GSA 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 19 **LIABILITY FOR DAMAGES**

1. The Expert shall be solely responsible for complying with any legal obligations incumbent on it.
2. The GSA shall not be held liable for any damage caused or sustained by the Expert, including any damage caused by the Expert to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the GSA.
3. The Expert shall be held liable for any loss or damage sustained by the GSA in performance of the contract, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Expert, the Expert shall have unlimited liability for the amount of the damage or loss.
4. The Expert shall indemnify and hold the Agency harmless for all damages and costs incurred due to any claim. The Expert shall provide compensation in the event of any action, claim or proceeding brought against the GSA by a third party as a result of damage caused by the Expert during the performance of the contract. In the event of any action brought by a third party against the GSA in connection with the performance of the contract including any alleged breach of intellectual property rights, the Expert shall assist the GSA. Such expenditure incurred by the Expert may be borne by the GSA.

ARTICLE 20 **FORCE MAJEURE**

1. "Force majeure" means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.
2. Without prejudice to fulfilment of the Parties' obligations according to the terms and provisions of this Contract, the Parties acknowledge that the disease internationally titled as COVID-19 (or virus SARS-CoV-2) by the World Health Organization shall be considered as a force majeure event, and that the consequence of such disease are not known by the Parties at the time of signature of the present Contract. The Parties undertake to monitor such consequence and to respect the provision of the present article in relation thereof.
3. A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
4. The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Expert is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.



5. The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE 21 COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must:
 - a. be made in writing (including via e-mail);
 - b. bear the Contract number.
2. Communications by e-mail are considered to have been made when they are sent by the sending party to the address set out below, unless the sending party receives a message of non-delivery.
3. The Communications and formal notifications to the Agency must be sent to the following address: callforexperts@gsa.europa.eu.
4. Communications and formal notifications to the expert will be sent to the following e-mail address: [provided by the expert].

ARTICLE 22 AMENDMENTS TO THE CONTRACT

1. The Agreement may be amended in justified cases unless the amendment entails changes to the Contract which would call into question the procedure to select the expert.
2. Amendments may be requested by any of the parties. The party requesting an amendment must submit the requested amendment, including a justification, to the other party in writing. The Party receiving the request for amendment must formally notify its agreement or disagreement within 30 days of receiving the request.
3. The expert may not start any new work before the amendment takes effect, unless justified by the purpose of the amendment.

ARTICLE 23 APPLICABLE LAW AND DISPUTE SETTLEMENT

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

ARTICLE 24 ENTRY INTO FORCE OF THE CONTRACT

The Contract will enter into force on the day on which the last party signs.

SIGNATURES

For the Expert,
[name/surname]

For the Agency:



[forename/surname]

[signature]

[electronic signature]

Done in [] on []

Done in [Prague] on _____

In duplicate in English.



Annex 1 – Terms of Reference

Table of content:

1. Context and background information
2. Purpose, objectives and scope
3. Working approach and methodology
4. Meetings, reporting and deadlines



Annex 2 - Declaration of Confidentiality, Independence and Absence of Conflict of Interests

(Separate document)



Annex 3 - Rules on Reimbursement of travel expenses

(Separate document)



Annex 4 – Call for expression of interest

(Separate document)



Annex 5 – Deliverables acceptance sheet
implementing Expert Contract No [reference].

Contract reference:

Reference of Task/Deliverable	Due date (Annex 1 to the Contract)	Actual Delivery date	Format/Manner of delivery	Price of deliverable

For the Expert:

<p>1) hereby certify that the task(s), deliverable(s) listed above have been completed according to the terms and conditions of the above-mentioned contract and submitted to the GSA.</p> <p>2) I hereby confirm that the number of the man-days / hours rendered for the deliverables subject to acceptance herewith are as defined in the contract for the respective deliverables.</p>	
Name	
Position	
Signature	
Date	

For the GSA:

<p>I hereby certify that the Task(s) and Deliverable(s) listed above have been completed according to the terms of the contract, received and accepted by the GSA.</p>	
Name	
Position	
Signature	
Date	