

CONTRACT FOR EXTERNAL INDIVIDUAL EXPERTS¹

- ECQB QUESTION WRITERS -

CONTRACT NUMBER - EASA.2019.CEI.14.EC0[XX_XX]

FINANCIAL COMMITMENT NR. - [50000_____]

- please ensure that the above number is clearly quoted on the request for payment -

This Contract (hereinafter referred to as 'the Contract') is between the following parties:

on the one part,

The European Union (hereinafter referred to as "the Union"), represented by the European Union Aviation Safety Agency (hereinafter referred to as "EASA", "the Agency", "the contracting authority", "the contracting party"), which is represented for the purposes of the signature of this contract by [name in full and function],

and on the other part,

[name of the Expert]

[type of identity document]

[identity document number]

[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

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 I, the Terms of Reference set out in Annex II and the Declaration of Confidentiality, Independence and Absence of Conflict of Interests set out in Annex III.

The Contract is composed of:

- **Special Conditions**
- **Annex I: Code of Conduct**
- **Annex II: Terms of Reference**
- **Annex III: Methodology (Methodology for writing and reviewing questions for Part-FCL theoretical knowledge examinations)**
- **Annex IV: Question Assignment**

¹ Natural persons only (legal persons e.g. consulting companies, organisations, are not eligible).

- **Annex V: ECQB Declaration of Confidentiality, Non-Conflict of Interest & Protection of Intellectual Property Rights**
- **Annex VI: Request for Payment of Fees**

The terms set out in the Special Conditions and in Annex V shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions as per Article 22 of this Contract shall take precedence over those in other 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 the Agency.

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SPECIAL CONDITIONS

CHAPTER 1 – GENERAL

ARTICLE 1 – SUBJECT OF THE CONTRACT

The subject of the Contract is the production of questions together with the necessary associated annexes (hereinafter referred to as “Question” or “MCQ” (multiple choice question)) for the European Central Question Bank (hereinafter referred to as “ECQB”).

The Expert must perform all tasks in accordance with Annex II – Terms of Reference, Annex III - Methodology for writing and reviewing questions for Part-FCL theoretical knowledge examinations (hereinafter referred to as “Methodology”) and Annex IV – Question Assignment.

ARTICLE 2 – WORKING ARRANGEMENTS

1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
2. The Expert may not under any circumstances start work before the date on which this Contract enters into force. 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 is requested to produce and deliver a maximum of **[XX]** questions as MCQs in line with Annex IV and following the guidelines in Annex II and Annex III.
4. The indicative planning is described in Annex IV – Question Assignment. Questions should be submitted in line with the work schedule provided in Annex IV. The last day for submission (for first review) of questions for approval is according to the list provided in Annex IV. Questions submitted after these dates may not be accepted by EASA.
5. The Expert is required to submit all questions by the delivery deadline defined in Annex IV – Question Assignment for initial review against Annex III – Methodology.
6. The Expert is responsible for the quality of the question until the end of the formal approval process of the question and its acceptance in the ECQB. During this period the Expert must make modifications on the questions and resubmit the questions concerned within two weeks or by the date agreed in advance with the ECQB Team.

CHAPTER 2 – FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 – FEES

1. **Price per Question:** The Expert is entitled to a payment of **90€ per question²** produced subject to the question having passed the formal approval process in line with Annex II to this Contract. Experts shall not be entitled for payment of questions which have not been accepted.

² On the basis that Experts are entitled to 450€ per working day (where 1 full working day is defined as 8 hours (excluding breaks and travelling time)) a price per question of 90€ has been derived corresponding with the total average time needed to draft questions.

2. The payment is made in Euro. The overall price shall not exceed the amount corresponding to the maximum number of questions stipulated in Article 2.3.

ARTICLE 4 – ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 3, the contracting authority will also reimburse travel expenses (hereinafter referred to as “Expenses”) directly connected with execution of the tasks, and where foreseen under Annex II of this Contract, in accordance with EASA ED Decision 2013/010/F ‘General terms and conditions for the reimbursement of travel and subsistence expenses to outside persons’ (which may be updated from time to time):
<http://easa.europa.eu/agency-measures/docs/agency-decisions/2013/2013-010-F/Annex%20to%20ED%20Decision%202013-010-F.pdf>

Unless otherwise approved by the contracting authority, the ‘point of departure’ is the Expert’s official address as stated in the Contract. In exceptional and justified cases, the contracting authority may agree to a different point of departure. This approval must be given before any travel tickets are purchased. If the Expert changes the point of departure without the contracting authority’s prior approval, the reimbursement will be limited to the price of one return ticket from the Expert’s official address.

2. Other expenses will not be reimbursed, in particular:
 - (a) costs of purchasing equipment or other material needed by the Expert to accomplish its 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) reckless or excessive expenses.
3. **No travel and subsistence expenses are foreseen under this Contract.**

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 I); and
- applicable national tax and social security law.

The terms and conditions of this Contract do not constitute an employment agreement between the Expert and the contracting authority.

2. If the Expert cannot fulfil its obligations, s/he must immediately inform the contracting authority.

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 authority'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. Notwithstanding Art. 15 and 16 of the General Conditions (as referred to in Article 22 of this Contract) the Agency reserves the right to refuse or recover payment or to apply liquidated damages in case of non-performance or poor performance of the tasks and/or breach of any substantial obligations.

For instance the Agency reserves the right to refuse payment for any question not passing formal approval process in line with Annex II to this Contract and/or any question submitted beyond the date specified in Annex IV. Furthermore, the Agency will refuse payment for any question that is not corrected and resubmitted by the Expert according to the comments provided by the reviewer(s) within two weeks or by a date agreed in advance with the Agency.

Without prejudice to any other remedies foreseen in this contract or at law, the Agency reserves the right to recover any payment made and to exclude from further tasks any Expert who has breached the obligations arising from the ECQB Declaration of Confidentiality, Non-Conflict of Interest & Protection of Intellectual Property Rights (Annex V).

2. To obtain the payment of the fees and/or the reimbursement of the expenses (if applicable), the Expert will be required to send to the Agency, in original, the following:
 - (a) **Payment of Fees:** After **submission of all questions assigned and approved by the Agency** (i.e. completion of tasks) a duly completed and signed **Request for Payment of Fees Form (Annex VI)** duly substantiated with any other supporting documents required, shall be submitted within 60 (sixty) days from completion of the tasks.

Payments shall be executed only if the Expert has fulfilled the related contractual obligations by the date on which the request for payment form is submitted. Without prejudice to Article 20 of the General Conditions (as referred to in Article 22 of this Contract), within 30 (thirty) days of the date of receipt of the relevant request for payment of fees form, payment of the balance corresponding to the relevant request for payment of fees form shall be made.

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 Germany, the contractor must include on the invoice the payment amount due as well as the respective VAT. Please note that although EASA 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 Germany 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.]

4. Arrangements as regards payment are between the Expert and the Agency, even if the Expert is employed by an 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.

ARTICLE 8 – BANK ACCOUNT

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
IBAN code: [complete]
SWIFT/BIC Nr.: [complete]

ARTICLE 9 – PAYMENTS

1. The contracting authority will make payments within 30 (thirty) calendar days of receiving the completed payment request(s) unless Article 13 applies.
2. Payments are subject to the contracting authority's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not constitute recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in Euro.
4. Payments will be made to the bank account specified by the Expert in the payment request referred in Articles 7 and 8.
5. The contracting authority'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, Article 9, and without prejudice to Article 13, the Expert is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euro (the reference rate), plus 8 basis 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 giving rise to 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, Article 9.

However, when the calculated interest is lower than or equal to 200€, it must be paid to the Expert 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 below website, applicable on the day on which the contracting authority issues the payment order:

http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm

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 authority 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 authority. 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 the document management rules applicable to the contracting authority;
 - (c) archiving in line with the document management rules applicable to the contracting authority.
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 Agency 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 Agency;
 - (ii) making available to the persons and entities working for the Agency 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 Agency or by a third party in the name of the Agency³:
- (i) shortening;
 - (ii) summarising;
 - (iii) modifying of the content;
 - (iv) making technical changes to the content:
 - necessary correction of technical errors;
 - 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 Agency.
- (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.

³ Where the Agency becomes aware that the scope of modifications exceeds that envisaged in the contract the Agency 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 Agency 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.

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 Agency 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 Agency and hold the Agency (or the relevant Agency's assignee) harmless of any claims in connection with such use.

Upon request by the Agency, 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 Agency.

6. **Review and approval**

The Expert hereby irrevocably and unconditionally accepts that creations commissioned by the Agency under this Contract will be subject to review and potential modification during the Formal Approval Process described in Annex I and that they shall not unreasonably oppose or delay proposed modifications.

The Expert further undertakes to keep any non-accepted creations (i.e. questions and/or annexes rejected at the outcome of the Formal Approval Process) under strict confidentiality and not to disclose them to third parties without a written prior agreement by the Agency. Any commercial exploitation of such creations / material shall be prohibited.

ARTICLE 11 – PROCESSING OF PERSONAL DATA

1. Processing of personal data by the contracting authority

The contracting authority 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 the Head of Finance & Procurement Department (hereinafter referred to as "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 Supervisor⁴.

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.

⁴ https://edps.europa.eu/edps-homepage_en

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 authority;
- (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

1. The contracting authority 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 2185/96⁵ and Regulation No 883/2013⁶ (and in accordance with its provisions and procedures), the European Anti-Fraud Office (hereinafter referred to as "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. Under Article 287 of the Treaty on the Functioning of the EU (hereinafter referred to as "TFEU") and Article 257 of the Financial Regulation No⁷, the European Court of Auditors (hereinafter referred to as "ECA") may — at any moment during implementation of the Contract or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

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 Articles 14, or recovery of undue amounts in accordance with Article 15.

⁵ 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).

⁶ 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).

⁷ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

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 authority 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 authority 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 authority.
4. If the condition for suspending the payment time limit as referred to in paragraph 1, Article 13 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 authority 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 request is not submitted or was submitted but is also rejected, the contracting authority 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 authority 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 authority 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 as per Annex I).
3. The contracting authority must formally notify the Expert of its intention, include the reasons why, and invite him/her to submit any observations within 30 (thirty) days of receiving notification.

If the contracting authority does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE 15 – RECOVERY OF UNDUE AMOUNTS

1. The contracting authority may recover any amount that was paid but was not due under the Contract.
2. The contracting authority must formally notify the Expert of its intention, include the reasons why and invite him/her to submit any observations within 30 (thirty) days of receiving notification.

If the contracting authority 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 authority.
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 (hereinafter referred to as "ECB") for its main refinancing operations in Euro ('reference rate'), plus eight basis 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 authority 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 authority 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 as per Annex I.

2. The contracting authority must formally notify the Expert of its intention, include the reasons why and invite him/her to submit any observations within 30 (thirty) days of receiving notification.

If the contracting authority 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 authority.
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 authority and include the reasons why by giving 30 days' notice.
6. The termination will take effect on the date the contracting authority will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel actually carried out (and where reimbursement of expenses is foreseen by the Contract) 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 (thirty) days from the date of termination.

8. On termination of the Contract, the contracting authority 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 authority 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 authority's wilful misconduct or gross negligence.

Without prejudice to any other provisions in Article 6 of the General Conditions, the Parties agree that any violation by the Expert of Article 10 of the Special Conditions shall trigger his/her unlimited liability vis-à-vis the Agency, irrespective whether the violation is caused by gross negligence or wilful misconduct of the Expert, his/her affiliates or subcontractors.

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 and
 - bear the Contract's number and financial commitment number.

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

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

Contracting authority:

European Union Aviation Safety Agency (EASA)

[full name and function]

[Directorate – complete]

[Department/Section]

Postfach 10 12 53
D-50452 Köln
Deutschland
Email: [complete]

Expert:

[Full name]
[Function]
[Company name]
[Full official address]
E-mail: [complete]

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 authority. 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 authority 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. The Contract shall be governed by Union law and is supplemented, where necessary, by the national substantive law of Germany.
2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably shall be brought before the courts of Cologne.

ARTICLE 22 – GENERAL CONDITIONS

This Contract is governed by the 'General conditions applicable to contracts for the purchase of low value services and supplies' (hereinafter referred to as "General Conditions"), published on EASA's Website 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".

ARTICLE 23 – INDEPENDENCE

Experts shall perform the Contract as an impartial and independent person working in their own personal capacity and not representing any organisation. On undertaking to perform the Contract the Expert confirms that they are not paid - or in any other way receive financial compensation – by any other organisation or person for the work performed for the Agency under this Contract. Furthermore, the Expert should abstain from any contact with third parties which could compromise, or appear to compromise, their independence as an Expert.

SIGNATURES

For the Expert,
[forename/surname/function]

For the Agency,
[forename/surname/function]

signature: _____

signature: _____

Done at:
Date:

Done at Cologne
Date:

In duplicate in English.

ANNEX I – CODE OF CONDUCT

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 authority 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 authority 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 authority 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 as per Annex III.
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 authority 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 authority 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 authority 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 authority 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 authority.

In particular, the Expert:

- i. must not discuss its work with others, including other Experts or contracting authority 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 authority;
 - its advice to the contracting authority 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 authority 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 authority.
6. These confidentiality obligations are binding on:
- (a) the contracting authority (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 Community⁸;
 - (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 authority 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.

⁸ OJ 45, 14.6.1962, p. 1385.

ANNEX II – TERMS OF REFERENCE

ANNEX III - METHODOLOGY

ANNEX IV – QUESTION ASSIGNMENT

ANNEX V – ECQB Declaration of Confidentiality, Non-Conflict of Interest & Protection of Intellectual Property Rights



ANNEX VI – REQUEST FOR PAYMENT OF FEES FORM

EASA.2014.CEI.07 – DATABASE OF EXPERTS- ECQB QUESTION WRITERS:

Contract Nr.:	<>
Financial Commitment Nr.:	<>
Date:	<>
For the attention of:	<EASA contact point for this contract>

EXPERT CONTACT DETAILS:

Name:	<>
Address:	<>
Email Address:	<>
Bank Details:	<name of account holder, name of bank, IBAN & SWIFT/BIC code> ⁹

PAYMENT AMOUNT:

Details	Nr of Questions	Unit Amount (EUR)	Total (EUR)
Questions Produced & Approved	<>	90	<>
AMOUNT DUE:			<>
[VAT X%]			<>
[TOTAL:			<>

Expert's Signature:	
Date:	

⁹ If different from bank details in the Contract, a new duly signed and completed Financial Identification Form must be enclosed