

Expert contract number: [Insert number] [Insert name]



## CONTRACT FOR EXTERNAL INDIVIDUAL EXPERTS

- ECQB QUESTION WRITERS -

CONTRACT NUMBER - EASA/2024/CEI/0002.EC0[XX\_XX]

FINANCIAL COMMITMENT NR. - [50000\_\_\_\_\_]

*- Request for payment must be submitted in pdf format to [supplierinvoices@easa.europa.eu](mailto:supplierinvoices@easa.europa.eu) clearly indicating this financial commitment number -*

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

on the one part,

the European Union Aviation Safety Agency ('the Agency'), under the power delegated by the European Commission, represented for the purposes of signing the Contract by [forename, surname, function, Directorate-General, Directorate] [Department]]

and

on the other part,

'the expert':

[Family name]

[First name]

[Official address

Street/Number/P.O. Box

[Post code] [Town/city]

[Country]]

[Email address]

The parties referred to above have agreed to enter into this 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 (including in particular the code of conduct set out in Annex 1).

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This Contract is composed of:

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

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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## **TERMS AND CONDITIONS**

### **CHAPTER 1 – GENERAL**

#### **ARTICLE 1 – SUBJECT OF THE CONTRACT**

1.1 This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between the Agency and the expert appointed.

1.2 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.

1.3 The expert must perform the Contract in compliance with all its provisions and legal obligations under applicable EU, international and national law.

The expert must, in particular:

- implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:
  - the Code of Conduct (see Annex 1);
  - the Terms of Reference (see Annex 2) and
- ensure compliance with applicable national tax and social security law.

S/he must implement the Contract fully, timely (i.e. within the deadlines set by the Agency) and to the highest professional standards.

The Contract does not constitute an employment agreement with the Agency.

1.4 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.

1.5 If the expert breaches any of his/her obligations under this Article, the Agency may apply the measures set out in Chapter 4.

#### **ARTICLE 2 – WORKING ARRANGEMENTS**

2.1 The Contract shall enter into force on [the date on which it is signed by the last contracting party][<insert earliest starting date of work> but not before it is signed by the last contracting party].

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2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

## **CHAPTER 2 – FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

### **ARTICLE 3 – FEES**

3.1 Price per Question: The expert is entitled to a payment of **110€** per question 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.

3.2 The payment will be made in euros. The overall price shall not exceed the amount corresponding to the maximum number of questions stipulated in Article 2.2.

### **ARTICLE 4 – ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

4.1 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 Agency, the ‘point of departure’ is the expert’s official address as stated in the Contract. In exceptional and justified cases, the Agency 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 Agency’s prior approval, the reimbursement will be limited to the price of one return ticket from the expert’s official address.

4.2 Other expenses will not be reimbursed, in particular:

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- (a) costs of 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) reckless or excessive expenses.

4.3 No travel and subsistence expenses are foreseen under this Contract.

## **CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **ARTICLE 5 - KEEPING RECORDS — SUPPORTING DOCUMENTATION**

5.1 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 approved questions submitted and on travels and other expenses incurred).

S/he must make them available upon request or in the context of checks, audits or investigations (see Article 11).

The expert must keep all records and supporting documentation for two 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.

5.2 If the expert breaches any of his/her obligations under this Article, the Agency may apply the measures set out in Chapter 4.

### **ARTICLE 6 – REQUEST FOR PAYMENT**

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).

6.2 To obtain the payment of the Fees and/or the reimbursement of the Expenses (if applicable), the expert will be required to send the following documents in pdf format to [supplierinvoices@easa.europa.eu](mailto:supplierinvoices@easa.europa.eu):

- (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.

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The request for payment must contain all the necessary information and supporting documents for the Agency to process the payment (i.e. depending on the type of payment requested: Approved questions, scanned tickets for travels, scanned invoices for other expenses, etc).

For payments linked to a report or other deliverable, the expert may not submit a payment claim before having submitted the report or deliverable.

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, that applied on the (first) day of the meeting or other work involving travel.

6.3 If the expert is considered to supply a taxable service under national tax law, s/he must:

- Register his/her VAT number, and
- if needed, request a VAT exemption certificate from the Agency and send 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.]

6.4 The expert must specify in the request the **bank account** to be used for making the payment.

6.5 If the expert breaches any of his/her obligations under this Article, the Agency may apply the measures set out in Chapter 4.



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## **ARTICLE 7 – BANK ACCOUNT**

Payments shall be made to the expert's bank account denominated in euros, 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 8 – PAYMENTS**

8.1 The Agency will make payments within [30 (thirty)] [60 (sixty)] calendar days of receiving the completed payment request(s) unless Article 12 applies.

8.2 Payments are subject to the Agency'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.

8.3 Payments will be made in euros.

8.4 Payments will be made to the bank account specified by the Expert in the payment request referred in Articles 6 and 7.

8.5 The Agency's payments are deemed to be carried out on the date on which its account is debited.

8.6 If the Agency does not pay within the payment deadlines (see above), the expert 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 three and a half 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*.

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.

The suspension of the payment periods in accordance with Article 12 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 (see above), up to and including the date of actual payment as defined in paragraph 5, Article 8.

## **ARTICLE 9 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)**

The Agency obtains full ownership of the results produced under the Contract (including copyright and other intellectual or industrial property rights).

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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.

This transfer of rights is free of charge.

## **ARTICLE 10 – PROCESSING OF PERSONAL DATA**

### **10.1 Processing of personal data by the contracting authority**

Any personal data under the Contract will be processed by the Agency under Regulation (EU) No 2018/1725<sup>1</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency.

Such data will be processed by the ‘data controller’ of the Agency for the purposes of performing, managing and monitoring the Contract or protecting the financial interests of the EU or Euratom (including checks, reviews audits and investigations; see Article 12).

In accordance with Article 38 of the EU Financial Regulation, information about EU expert contracts (including name and address) is published each year on the Agency’s website.

Moreover, the expert’s personal data may be given to persons or bodies responsible for monitoring the proper application of EU law (including the EU or Euratom financial interests) and to external persons or bodies involved in the implementation of the Programme.

The expert has the right to access and correct his/her personal data. For this purpose, s/he must send any queries about the processing of his/her personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the Agency websites.

The expert also has the right to have recourse at any time to the European Data Protection Supervisor (EDPS).<sup>2</sup>

### **10. 2 Processing of personal data by the Expert**

The expert may process personal data under the Contract only under the supervision of and on instructions from the data controller of the Agency (see above).

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

- (a) prevent any unauthorised person from accessing computer systems that process personal data, and especially:
  - unauthorised reading, copying, alteration or removal of storage media;
  - unauthorised data input, disclosure, alteration or deletion of stored personal data;

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<sup>1</sup> 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>2</sup> [https://edps.europa.eu/edps-homepage\\_en](https://edps.europa.eu/edps-homepage_en)

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- unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that access to personal data is limited to persons with special access rights;
- (c) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- (d) design his/her organisational structure in a way that meets data protection requirements.

If the expert breaches any of his/her obligations under this Article, the Agency may apply the measures set out in Chapter 4.

## **ARTICLE 11 – CHECKS, AUDITS AND INVESTIGATIONS**

11.1 The Agency or the Commission may — during the implementation of the Contract or afterwards — 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 his/her obligations.

Checks and audits may be started up to two years after the last payment is made.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).

The expert must provide — within the deadline requested — any information (including deliverables and reports already submitted) to verify compliance with the Contract.

For on-the-spot visits, the expert must allow access to sites and premises where the work under the Contract is or was performed.

11.2 Under Regulation No 883/2013<sup>3</sup> and Regulation No 2185/96<sup>4</sup> (and in accordance with their 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 affecting the financial interests of the EU.

11.3 Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 257 of the EU Financial Regulation 2018/1046<sup>5</sup>, the European Court of Auditors (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.

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<sup>3</sup> 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).

<sup>4</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections 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).

<sup>5</sup> 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 and repealing Regulation (EU, Euratom) No 996/2012 (OJ L 193, 30.7.2018, p.1).

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11.4 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 13, or recovery of undue amounts in accordance with Article 14.

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

If the expert breaches any of his/her obligations under this Article, the Agency may apply the measures set out in Chapter 4.

## **CHAPTER 4 – EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS**

### **ARTICLE 12 – SUSPENSION OF THE PAYMENT TIME LIMIT**

12.1 The Agency may at any point suspend the payment time limit if a request for payment cannot be processed because:

(a) it does not comply with the Contract's provisions.

(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.

12.2 In this case the Agency must notify the expert of the suspension and the reasons why.

The suspension takes effect on the day notification is sent by the Agency (see Article 20).

If the conditions for suspending the payment deadline are 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 Agency to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to missing supporting documents or information (see Article 6) 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 (see Article 13).

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 Agency may also terminate the Contract as referred to in Article 16.

### **ARTICLE 13 – REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES**

13.1 The Agency may reject (parts of) the requested fees, allowances or expenses if:

(a) they do not fulfil the conditions set out in Article 3 or 4;

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(b) if the expert has committed:

(i) substantial errors, irregularities or fraud or

(ii) serious 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 Code of Conduct (see Annex 1).

13.2 The Agency must formally notify the expert of the rejection, the amounts and the reasons why. The expert may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

#### **ARTICLE 14 – RECOVERY OF UNDUE AMOUNTS**

14.1 The Agency may recover any amount that was paid to the expert but is not due under the Contract.

14.2 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.

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.

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, or the Commission or an executive agency (from the EU or Euratom) budget.

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 (see Article 22).

14.3 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 8.6, 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.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the expert, unless Directive 2007/64/EC applies.

#### **ARTICLE 15 – SUSPENSION OF THE CONTRACT**

15.1 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 (see Article 1)

(b) the expert has committed or is suspected of having committed:

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- (i) substantial errors, irregularities or fraud or
- (ii) serious 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 Code of Conduct (see Annex 1).

15.2 The Agency will formally notify the expert (see Article 20) of the suspension of the Contract and the reasons why.

The suspension will take effect on the date the notification is sent by the Agency.

It 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 (see Article 21).

If resuming implementation of the Contract is not possible, the Agency may decide to terminate it (see Article 16.1).

Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

## **ARTICLE 16 – TERMINATION OF THE CONTRACT**

### **16.1. Termination of the Contract by the Agency**

16.1.1 The Agency may terminate the Contract, if:

- (a) the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 1);
- (b) The expert has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious 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 Code of Conduct (see Annex 1)
- (c) the expert has been found guilty of grave professional misconduct, proven by any means;
- (d) the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
- (e) the Agency deems that the tasks assigned to the expert under the Contract are no longer needed.

The Agency may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 15.2 and 19.2).

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16.1.2 The Agency must formally notify the expert (see Article 20) of its intention to terminate, include the reasons why and invite him/her to submit any observations within 30 (thirty) days of receiving notification.

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.

The termination will take effect on the date after the notification of the confirmation is received by the expert.

## 16.2. Termination of the Contract by the expert

16.2.1 The expert may terminate the Contract if s/he is not able to fulfil his/her obligation to implement the work required (see in Article 1).

16.2.2 The expert must formally notify termination to the Agency stating:

- the reasons why and
- the date the termination will take effect. This date must be at least 15 days after the notification.

If no reasons are given or if the Agency considers that the reasons do not justify termination, the Contract will be considered to have been 'terminated improperly' (which may lead to the rejection of fees, allowances or expenses; see Article 13).

The termination will take effect on the date specified in the notification.

## 16. 3. Effects

If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 6).

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.

## **ARTICLE 17 — ADMINISTRATIVE SANCTIONS**

In addition to contractual measures, the Agency or the Commission may also adopt administrative sanctions under Articles from 135 to 145 and 237 of the EU Financial Regulation No 2018/1046<sup>6</sup> (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

## **ARTICLE 18 – LIABILITY FOR DAMAGES**

### 18.1 Liability of the Agency

The Agency cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of wilful misconduct or gross negligence.

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<sup>6</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (OJ L 193, 30.7.2018, p.1).

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## 18.2 Liability of the expert

Except in case of force majeure (see Article 19), the expert must compensate the Agency for any damage they sustain as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

Thus, the Agency may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.

## **ARTICLE 19 – FORCE MAJEURE**

19.1 '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 their part; and
- proves to be inevitable in spite of exercising due diligence.

The following cannot be invoked as force majeure:

- 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;
- labour disputes or strikes; or
- financial difficulties.

1.2 Any situation of force majeure must be immediately and formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

## **CHAPTER 5 – FINAL PROVISIONS**

### **ARTICLE 20 – COMMUNICATION BETWEEN THE PARTIES**

20.1 Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must:

- be made in writing and
- bear the Contract's number and financial commitment number.



Expert contract number: [Insert number] [Insert name]

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

20.2 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]

20.3 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.

20.4 Formal notifications are considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

20.5 Mail sent using the postal services is deemed to have been received by the Agency on the date on which it is registered by the department responsible.

## **ARTICLE 21 – AMENDMENTS TO THE CONTRACT**

21.1 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.

Amendments may be requested by any of the parties.

The expert may not start any new work before the amendment takes effect.

Expert contract number: [Insert number] [Insert name]

21.2 The party of this Contract requesting an amendment must formally notify the other party the requested amendment together with the reasons why.

If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both parties. If it does not agree, it must formally notify its disagreement within the same deadline.

An amendment enters into force on the day of the last signature.

The amendment takes effect on the date of entry into force or a future date agreed by the parties.

#### **ARTICLE 22 – GENERAL CONDITIONS**

This Contract is governed by the 'General conditions applicable to contracts for the purchase of low value services and supplies', published on the website of the European Commission at:  
[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/lowVal\\_contracts/LowVal-contracts\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/lowVal_contracts/LowVal-contracts_en.cfm).

#### **ARTICLE 23 – APPLICABLE LAW AND DISPUTE SETTLEMENT**

22.1 The Contract is be governed by law of the European Union and is supplemented, where necessary, by the national substantive law of Germany.

22.2 Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before the courts of Cologne, Germany.

#### **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,  
[forename/surname]

For the Agency,  
[forename/surname/function]

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at:  
Date:

Done at Cologne  
Date:

## **ANNEX I – CODE OF CONDUCT**

### **1 PERFORMING THE WORK**

1.1 The expert must work independently, in a personal capacity, in the public interest and not on behalf of any organisation.

1.2 The expert must:

- (a) Carry out his/her work in a confidential and fair way;
- (b) perform his/her 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 Agency

1.3 The expert may not delegate another person to carry out the work or be replaced by any other person.

### **2. IMPARTIALITY**

2.1 The expert must perform his/her work impartially and take all measures to prevent any situation where s/he has an interest that may compromise or be reasonably perceived to compromise his/her ability to work independently and in the public interest ('conflict of interests').

The following situations will automatically be considered as conflict of interest, if s/he:

- (a) has vested interests in relation to the questions on which s/he is asked to give advice;
- (b) is linked to an organisation which would benefit (directly or indirectly) or be disadvantaged, as a result of the work carried out;
- (c) is in another situation that compromises his/her ability to work impartially, independently and in the public interest.

In this case, the expert must be excluded.

The following situation may be considered as conflict of interests if the Agency so decides, in view of the objective circumstances, the available information and the potential risks:

- (a) any other situation that could cast doubt on his/her ability to accomplish the work impartially, independently and in the public interest, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the Agency may decide to exclude the expert and, if necessary, to replace him/her.

2.2 If the expert is (or becomes) aware of a conflict of interest, s/he must immediately inform the Agency and stop working until further instructions.

Expert contract number: [Insert number] [Insert name]

2.3 If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the Agency may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

### **3. CONFIDENTIALITY**

3.1 During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) in connection with the work under the Contract ('confidential information').

Unless otherwise agreed with the Agency, s/he may use confidential information only to implement the Contract.

The expert must keep the work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information, without prior written approval of the Agency;
- (b) not discuss the expert work with others, including other experts or Agency staff that are not directly involved
- (c) not disclose:
  - details on the expert (group) work and its outcome, without prior written approval of the Agency;
  - details on his/her position/advice.

If the Agency makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert works on Agency premises, the expert:

- (a) may not remove from the premises any documents, material or information in connection with the work under the Contract;
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for the work, s/he:

- (a) must respect general rules for using such sources;
- (b) must not contact third parties, without prior written approval of the Agency.

The confidentiality obligations no longer apply if:

- the Agency agrees to release the expert from his/her confidentiality obligations;
- the confidential information becomes public through other channels;

Expert contract number: [Insert number] [Insert name]

- disclosure of the confidential information is required by law.

3.2 If the expert breaches any of his/her obligations under Point 3.1, the Agency may apply the measures set out in Chapter 4.

Expert contract number: [Insert number] [Insert name]

## **ANNEX II – TERMS OF REFERENCE**

*[Description of the tasks to be performed, timing, travel (if applicable), deliverables, inputs/outputs etc.]*

### Table of content

1. Context and background information
2. Purpose, objectives and scope
3. Working approach and methodology
4. Distribution of the work among the experts (if applicable)
5. Meetings, reporting and deadlines
6. Expert(s) profile(s)
7. Expert(s) short biographies

Expert contract number: [Insert number] [Insert name]

## **ANNEX III - METHODOLOGY**

Expert contract number: [Insert number] [Insert name]

## **ANNEX IV – QUESTION ASSIGNMENT**



Expert contract number: [Insert number] [Insert name]

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

Expert contract number: [Insert number] [Insert name]



## ANNEX VI – REQUEST FOR PAYMENT OF FEES FORM

### EASA/2024/CEI/0002 – 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> <sup>7</sup>

### PAYMENT AMOUNT:

Details	Nr of Questions	Unit Amount (EUR)	Total (EUR)
Questions Produced & Approved	<>	110	<>
<b>AMOUNT DUE:</b>			<>
<b>[VAT X%]</b>			<>
<b>[TOTAL:</b>			<>

Expert's Signature:	
Date:	

<sup>7</sup> If different from bank details in the Contract, a new duly signed and completed Financial Identification Form must be enclosed