



REMUNERATED EXTERNAL EXPERT CONTRACT

CONTRACT NUMBER — [CONTRACT REFERENCE]

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

on the one part,

The European Environment Agency (hereinafter referred to as "the Agency"), represented for the purposes of signature of this contract by [Name], Head of Programme [Programme Name], on the one part,

and

[Expert Surname and Name]

Address

Email address]

hereinafter referred to as "the Expert", on the other part,

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:

Terms and conditions

Annex 1 Call for Expression of interest

Annex 2 Terms of Reference of the assignment

Annex 3 Code of conduct and Declaration of confidentiality

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

The Terms and conditions shall take precedence over the other parts of the Contract.

ARTICLE 1 - SUBJECT OF THE CONTRACT

The Expert shall carry out the assignment according to the terms of reference (see Annex 2).

ARTICLE 2 - WORKING ARRANGEMENTS

The Contract shall enter into force on the date on which it is signed by the last contracting party.

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 fee of EUR 450 per working day (eight (8) hours) worked, and up to the maximum number of days and corresponding value agreed in accordance with Annex 2. This fee/price covers the deliverables specified in Annex 2 and will be paid in line with rules specified therein and in Annex 1.
2. The time spent on work-related travel is not remunerated.

ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. Where applicable, the travel and subsistence expenses directly connected with execution of the tasks will be reimbursed under the conditions set out in Annex 1 of the Notice of call for expressions of interest.
2. The amounts related to travel costs indicated in Annex 1 of the Notice of call for expressions of interest refer to return travels.

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 national legislation, including taxation, social security and labour law regarding any payment received from EEA.
2. The terms and conditions of this Contract do not constitute an employment agreement with EEA. The Expert cannot represent or act on behalf of EEA. The Expert must not present him/herself as a representative of the EEA.
3. The Expert must submit a declaration of interest upon concluding the Contract. The Expert is responsible for constantly keeping the declaration of interest updated.
4. If the Expert cannot fulfil his/her obligations, s/he must immediately inform EEA. If, in this situation, the deliverables remain partially delivered, the fee/price agreed in Annex 2 will be reduced by EEA proportionally.

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 EEA'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 - INVOICING AND PAYMENT

Within 30 (thirty) calendar days from submitting the deliverables as specified in Annex 2, the Expert shall submit to the Agency, by email at invoices@eea.europa.eu, an invoice to obtain his/her fees, allowances and reimbursements (if applicable).

The payment will be executed only and always after the Agency has approved the deliverables produced by the Expert.

ARTICLE 8 - BANK ACCOUNT

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

Bank:

Exact designation of account holder:

IBAN code:

The Expert shall provide the administrative data form, Legal Entity File (LEF) and Bank Account File (BAF) for the purpose of processing payments.

ARTICLE 9 - PAYMENTS

1. EEA will make payments within 30 calendar days of receiving the invoice unless Article 13 applies.
2. Payments are subject to EEA's approval of deliverable(s) or report(s), and of the invoice. Approval of deliverables does not imply recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. Payments will be made to the bank account specified by the Expert in the payment request and provided for in Article 8.
5. EEA's payments are deemed to be carried out on the date on which its account is debited.
6. On expiry of the payment period specified in paragraph 1 and without prejudice to Article 13, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus 3.5 points. The reference rate is the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

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

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

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

Conversions between the euro and other currencies will be made at the daily euro exchange rate published in the Official Journal of the European Union or failing that, at the monthly accounting exchange rate established by the European Commission and published on the website http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm applicable on the day on which EEA issues the payment order.

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

The Agency acquires irrevocably worldwide ownership of the results and of all intellectual property rights on the newly created materials produced specifically for the Agency under the Contract and incorporated in the results. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the results and in all technological solutions and information created or produced by the Expert in performance of the Contract. The Agency acquires all the rights from the moment it approves the results delivered by the Expert. Such delivery and approval are deemed to constitute an effective assignment of rights from the Expert to the Agency.

ARTICLE 11 - PROCESSING OF PERSONAL DATA

1. Processing of personal data by the Agency

Any personal data included in or relating to the Contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract by the data controller.

The Expert whose data is processed by the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the Expert have any queries concerning the processing of its personal data, it shall address itself to the data controller. The Expert has the right to lodge a complaint at any time to the European Data Protection Supervisor.

2. Processing of personal data by the Expert

[Not applicable]

[The processing of personal data by the Expert shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the data controller.

The Expert may act only on documented written instructions and under the supervision of 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.

The Expert shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) 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.

The Expert shall notify relevant personal data breaches to the data 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 data controller with at least the following information:

- (a) 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;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The Expert shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the tender specifications.

The Expert shall assist the data controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.]

ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS

1. The Agency 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 2185/96 and Regulation No 883/2013 (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out investigations, including on the spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract affecting the financial interests of the EU.

3. The European 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 Agency, particularly the right of access, for the purpose of checks, audits and investigations.

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Article 15, or recovery of undue amounts in accordance with Article 16.

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

ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT

1. The Agency may at any point suspend the payment time limit if an invoice cannot be processed because it does not comply with the Contract's provisions.

2. The Agency must notify the Expert of the suspension and the reasons for it.

3. The suspension takes effect on the day the notification is sent by EEA.

4. If the condition for suspending the payment time limit as referred to in paragraph 1 is no longer met, the suspension will be lifted — and the remaining period will resume.

If the suspension exceeds two months, the Expert may ask EEA 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 Annex 2 and the revised report or deliverables or invoice is not submitted or was submitted but is also rejected, the Agency may also terminate the Contract in accordance with Article 17.

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

1. The Agency may reject:

(a) (parts of) the fees/price 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 Agency may reduce the fees/price if the Expert is in breach of any of its other obligations under the Contract.

3. EEA must formally notify the Expert of its intention to reduce or reject the fees/price or claims, including the reasons why, and invite him/her to submit any observations within 30 calendar days.

If EEA does not accept the observations by the Expert, it will formally notify its confirmation of the rejection or reduction.

ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS

1. The Agency may recover any amount that was paid but was not due under the Contract.

2. The Agency must formally notify the Expert of its intention to recover undue amounts, including the reasons why and invite him/her to submit any observations within 30 calendar days.

If The Agency does not accept these observations by the Expert, it will confirm the recovery by formally notifying a 'debit note' that specifies the amount, payment terms and date.

3. The Expert must repay the amount specified in the debit note to The Agency.

4. If the Expert does not repay the requested amount by the date specified in the debit note, late-payment interest will be added to the amount to be recovered.

The interest rate used will be the same as the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline specified in the debit note expires, as published in the C series of the Official Journal of the European Union.

5. If the Expert does not repay the requested amount by the date specified in the debit note, The Agency 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 Agency may at any moment terminate the Contract if the Expert:

(a) is not performing his/her tasks or is performing them poorly; or

(b) has committed substantial errors, irregularities or fraud, or is in serious breach of his/her obligations under the selection procedure or under the Contract, including false declarations and obligations.

2. The Agency must formally notify the Expert of its intention to terminate the Contract, including the reasons why and invite him/her to submit any observations within 30 calendar days.

If EEA does not accept these observations by the Expert, it will formally notify confirmation of the termination.

3. The termination will take effect on the date the notification is sent by EEA.

4. The Expert may at any moment terminate the Contract if s/he is not able to fulfil his/her obligations in carrying out the work required as referred to in Article 2. The Expert must formally notify EEA, including the reasons why by giving 15 days' notice. The termination will take effect on the date EEA will formally confirm the termination.

5. Only fees/price for accomplished tasks and expenses for travel actually carried out before termination may be paid subject to Article 14. The Expert must submit the invoice for the tasks already executed by the date of termination within 30 calendar days from the date of termination.

6. On termination of the Contract, EEA may sign a contract with another Expert to carry out or complete the work. It may claim from the Expert all extra costs incurred when doing this, without prejudice to any other rights or guarantees it may have under the Contract. The Agency reserves the right to check if an Expert, currently in receipt of unemployment allowance from the EU budget, has declared income deriving from this contract to the Commission. The Agency reserves the right to terminate the contract in case such declaration was not made.

ARTICLE 17 - LIABILITY FOR DAMAGES

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

ARTICLE 18 - FORCE MAJEURE

1. 'Force majeure' means any situation or event that:

- prevents either party from fulfilling its obligations under the Contract;
- was unforeseeable, exceptional and beyond the parties' control;
- was not due to error or negligence on its part and
- proves to be inevitable in spite of exercising due diligence.

2. A force majeure must be immediately and formally notified to the other party.

Notification must include details of the situation's nature, likely duration and expected effects.

3. The party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must:

- be made in writing and
- bear the contract number.

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

2. Communications to EEA must be sent to the following address:

For operational matters: [Complete]@eea.europa.eu

For financial matters: [Complete]@eea.europa.eu

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 EEA.

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.

The sender must send the original signed paper version without unjustified delay if requested by any of the parties.

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

ARTICLE 20 - AMENDMENTS TO THE CONTRACT

1. Any amendment to the Contract shall be the subject of a written agreement concluded between the contracting parties before fulfilment of all their contractual obligations. An oral amendment shall not be binding on the contracting parties.
2. Any amendment may not have the purpose of the effect of making changes to the Contract which might alter the initial conditions of the selection procedure.
3. 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 calendar days of receiving notification.

ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT

The Contract is governed by the national substantive law of Denmark.

Any dispute between the parties resulting from the interpretation, application or validity of the Contract which cannot be settled amicably shall be brought before the courts of Copenhagen, Denmark.

SIGNATURES

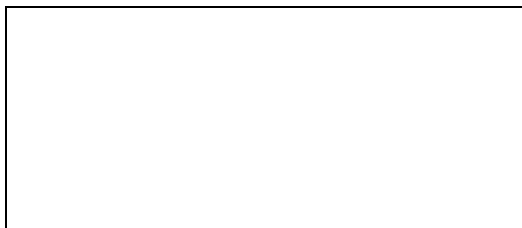
Expert [insert full name]

For the European Environment Agency,

[Name],

Head of Programme

Signature:



Signature:



Done at [Complete] on [Date]

Done at Copenhagen

ANNEX 1 – CALL FOR EXPRESSION OF INTEREST

[Available on EEA website]

ANNEX 2 – TERMS OF REFERENCE OF THE ASSIGNMENT

ANNEX 3 - CODE OF CONDUCT AND DECLARATION OF CONFIDENTIALITY

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 way
 - (b) assist EEA 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 EEA and deliver consistently high-quality work.
3. The Expert must not delegate nor subcontract another person to carry out the work.

ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

1. The Expert must perform its work impartially. To this end, the Expert is required to:
 - (a) inform EEA of any conflicts of interest existing and arising in the course of his/her work.
 - (b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration of interest.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The Agency and the Expert must treat confidentially any information, documents, data, datasets, metadata, in any form (i.e. paper or electronic), shared in writing or orally in relation to the performance of the contract.
2. The Expert undertakes to observe strict confidentiality in relation to his/her work.

To this end, the Expert will respect the confidentiality of any information brought to his/her attention in the performance of the Contract.

In particular, the Expert:

- i. must not discuss his/her work with others, without the prior written approval of EEA;
- ii. must not disclose:
 - any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations under the Contract without prior written approval of the Agency;
 - his/her advice to the Agency on his/her work to any other person (including colleagues, students, etc.).
3. If in relation to the performance of this Contract the Expert works from his/her 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 his/her work as instructed.
4. If his/her work takes place in premises controlled by EEA, 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.

9. 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 and obligations of confidentiality for obtaining such information
- (b) must not contact third parties without prior written approval of EEA.

10. These confidentiality obligations are binding on the Expert during the performance of the contract and indefinitely after the completing of the contract unless:

- i. EEA agrees explicitly and in writing 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.

DECLARATION OF CONFIDENTIALITY

I confirm that I have read, understood and accepted the code of conduct for Experts established in Annex 3 to the contract sent by EEA.

I also confirm that I will keep all matters entrusted to me confidential and will process the personal data I receive only for the purposes of the performance of the present Contract. If unnecessary or excessive personal data are contained in the documents submitted during the implementation of the Contract, I will not process them further or take them into account for the implementation of the Contract. I will not communicate outside the assignment any confidential information that is revealed to me or that I have discovered. I will not make any adverse use of information given to me.

Expert: [insert full name]

Date:

Signature: