



EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL

[Unit]

- Options [in roman in square brackets in grey] are to be kept as they are or deleted.
- Comments [in italics in square brackets in grey] are to be deleted and replaced by relevant data as appropriate.

## EXPERT CONTRACT

CONTRACT NUMBER — [to be completed]

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

on the one part,

The European Centre for Disease Prevention and Control (hereinafter referred to as "the Centre" or 'the contracting authority'), represented for the purposes of signing this contract by [forename, surname, function, unit], and on the other part the contractor,

[Family name]

[First name]

[Expert candidature number:]

[Full official address]

[Email address]

(Hereinafter referred to as "the expert" or "the contractor") 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 for [insert exact title of the CEI] [description of the expert's profile]

Annex 2 Terms of reference of the assignment [description 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 those in the other parts of the Contract. The terms set out in the Call for expression of interest and the Tender specifications shall take precedence over those in the other annexes.

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## ARTICLE 1 - SUBJECT OF THE CONTRACT

The expert may be asked to carry out the assignment according to the terms of reference (see Annex 2).

## ARTICLE 2 - WORKING ARRANGEMENTS

1. The expert's work starts on [insert earliest starting date of work] and cannot exceed [insert number] working days per calendar year. [(a) Maximally 30 working days per calendar year for ordinary experts resp. (b) maximally 60 working days per calendar years; if the assignment contains chairing, preparatory and coordinating functions]. The expert may not under any circumstances start work before the date on which this Contract enters into force.
2. The indicative planning and number of working days for accomplishing the tasks are as follows:
  - Up to [number] working day[s] to perform the tasks between [insert starting date] and [insert end date] [including [number] of meeting days]
  - The expert must perform all tasks in accordance with Annexes 2 and 3.

## ARTICLE 3 - FEES

1. The expert is entitled to a fee of EUR [amount] [maximally € 450] for each full working day (comprising eight full hours of work) actually worked in accordance with Article 2.
2. The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.

## ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 3 and in accordance with the *ECDC rules*<sup>1</sup>, the contracting party may also reimburse:
  - a) travel, subsistence, accommodation and shipment expenses; [and
  - b) any other expenses provided for in the tender specifications].

The total value of expenses may not exceed:

- a) [EUR [amount in figures and in words] for [insert maximum price per trip or per type of cost].]
  - b) The daily subsistence allowance and the accommodation flat-rate ceiling are [EUR [complete]] [as listed in Annex [complete] [as listed below].]
2. Other expenses will not be reimbursed, in particular:

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<sup>1</sup> ECDC rules for reimbursement of expenses for experts and meeting delegates in force at the time of the travel:  
[insert the link]

- (a) costs of purchasing equipment or other material needed by the expert to accomplish its tasks including operating costs for participating in a videoconference;
  - (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. The overall payment per signed Contract, including both fees in the meaning of Article 3 and allowances and reimbursements in the meaning of Article 4, is limited to the amount of the threshold of the Directive no 2014/24/EU on public procurement as further amended, (amounting to EUR 139 000.00 as per April 2020).
4. The expert consents to, that ECDC will annually publish his/her name, surname, region of residence (region at NUTS 2 level) and the received overall payment (including fees, allowances and reimbursements) on its website, if the overall payment exceeds EUR 15 000 per signed Contract.

## **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 professional standards.

The expert must annually submit a declaration of interest during the validity of the Contract, the earliest upon concluding the Contract. The expert is responsible for constantly keeping the annual declaration of interest updated.

The expert must, in particular, ensure compliance with:

- the Code of Conduct (Annex 3);
- ECDC's Independence Policy for non-staff<sup>2</sup> and
- applicable national tax and social security law.

The terms and conditions of this Contract do not constitute an employment agreement between the contracting parties. The expert may not and must refrain from binding ECDC legally. The expert must not present him/herself as a representative of the ECDC and must inform third parties that he/she is not part of the European public service.

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

## **ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION**

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

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<sup>2</sup> <https://www.ecdc.europa.eu/sites/default/files/documents/ECDC-Independence-Policy-for-Non-Staff-2018.pdf>.

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

## ARTICLE 7 - REQUEST FOR PAYMENT

1. To obtain its fees, allowances, and reimbursement of expenses the expert must submit a request for payment or invoice in paper format or via e-PRIOR.
2. The request(s) for payment must be submitted [at the end of every quarter of the calendar year], [within 30 days of the date(s) ECDC accepts the [final] report(s) or deliverable(s) specified in Article 2], [after the last day of the meeting or remote evaluation session, whichever comes latest].
3. For experts considered as supplying a taxable service under the applicable national tax regime, the request for payment must take the form of an invoice.

Invoices must indicate the place of taxation of the contractor for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.

The contracting authority is exempted 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.

The contractor must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for implementation of the FWC are exempt from taxes and duties, including VAT.

## ARTICLE 8 - BANK ACCOUNT

Payments shall be made to the expert's bank account denominated in [euro] [*insert local currency where the receiving country does not allow transactions in EUR*], identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN<sup>3</sup> code:]

## ARTICLE 9 - PAYMENTS

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

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<sup>3</sup> BIC or SWIFT code for countries with no IBAN code.

2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. The contracting party's payments are deemed to be carried out on the date on which its account is debited.
5. 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 shall 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) applicable on the day on which the contracting authority issues the payment order.

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

1. The Centre 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 Centre must acquire all the rights from the moment the results are delivered by the expert and accepted. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Centre.
2. The Centre may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

## **ARTICLE 11 - PROCESSING OF PERSONAL DATA**

### **1. Processing of personal data by the contracting party**

The contracting party will process all personal data included in the Contract pursuant to Regulation (EU) No 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 Decisions No 1247/2002/EC.

Such data will be processed by the European Centre for Disease Prevention and Control ('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 as stipulated under Regulation (EU) 2018/1725. Any questions about or requests for 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 Supervisor.

## **2. Processing of personal data by the expert**

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

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

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

## **ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS**

1. The Centre 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. The European Anti-Fraud Office (OLAF) has the same rights as the Centre, particularly the right of access, for the purpose of checks and investigations.
  3. Under Council Regulation (Euratom, EC) No 2185/96<sup>4</sup> and Regulation (EU, Euratom) No 883/2013<sup>5</sup> OLAF may — at any moment during implementation of the Contract or afterwards — also 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.
  4. Where appropriate, OLAF findings may lead to the Centre recovering amounts from the partner.
  5. Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.
  6. 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 Centre, particularly the right of access, for the purpose of checks, audits and investigations.
  7. 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 and 15, or recovery of undue amounts in accordance with Article 16.

### **ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT**

1. The Centre 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 Centre 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 Centre.
4. If the condition for suspending the payment time limit as referred to in paragraph 1 is no longer met, the suspension will be lifted — and the remaining period will resume.  
If the suspension exceeds two months, the expert may ask the Centre 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 Centre may also terminate the Contract as referred to in Article 17.

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<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.

<sup>5</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).

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

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

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

## **ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS**

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

If the Centre 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 Centre.
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 Centre 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 Centre may at any moment terminate the Contract if the expert:
  - (a) is not performing its tasks or is performing them not in accordance with the terms and conditions set out in the Contract; or
  - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.

2. The Centre must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.  
Based on these observations, the Centre will formally notify confirmation or not of the termination.
3. In case of termination, this will take effect on the date the notification is sent by the Centre.
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 Centre and include the reasons why by giving [15] days' notice.
6. The termination will take effect on the date the Centre will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel actually carried out before termination may be paid subject to Article 14. The expert must submit the payment request for the tasks already executed on the date of termination within [30] days from the date of termination.
8. On termination of the Contract, the Centre 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 Centre 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 Centre'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's number;

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

2. Communications to the contracting party must be sent to the following address:  
[insert functional box or other email addresses supplied by the contracting party].
3. Electronic communication is considered to have been received by the parties on the day of dispatch of that communication provided it is sent to the e-mail addresses as stated on the beginning of the Contract for the expert and in paragraph 2 of this Article for the contracting party.

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

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

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

## **ARTICLE 20 - AMENDMENTS TO THE CONTRACT**

1. Amendments must be made before new contractual obligations are enforced.
2. The party requesting an amendment must formally notify the other party the requested amendment together with the reasons why.  
The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

## **ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT**

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

## **ARTICLE 22 - ENTRY INTO FORCE**

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

Done in two copies in English.

For the contractor,

Expert: [insert full name]

Date:

Signature:

For the contracting authority,

ECDC: [insert full name and function]

Date:

Signature:

<b>ANNEX 3 - CODE OF CONDUCT FOR EXPERTS - DECLARATION OF CONFIDENTIALITY</b>
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**ARTICLE 1 - PERFORMANCE OF THE CONTRACT**

1. The expert works **independently**, in a personal capacity and not on behalf of any organisation.
2. The expert must:
  - (a) carry out its work in a confidential and fair way
  - (b) assist the contracting party or relevant service to the best of its abilities, professional skills, knowledge and applying the highest ethical and moral standards
  - (c) Follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert may not delegate another person to carry out the work or be replaced by any other person.

**ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY**

1. The expert must perform its work **impartially**. To this end, the expert is required to:
  - (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of its work
  - (b) confirm there is no conflict of interest for the work s/he is carrying out by annually submitting an updated electronic declaration of interest

**ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY**

1. The contracting party and the expert must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to its work.

To this end, the expert must not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling its obligations under the Contract without prior written approval of the Centre.

In particular, the expert:

- i. must not discuss its work with others, including other experts or contracting party or relevant service staff not directly involved in its work
- ii. must not disclose:
  - any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of the Centre
  - its advice to the contracting party or relevant service on its work to any other person (including colleagues, students, etc.).

3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from its own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing its work as instructed.
4. If its work takes place in premises controlled by the Centre or relevant service, the expert:
  - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
  - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing its work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete its work, he/she:
  - (a) must respect the overall rules for confidentiality for obtaining such information
  - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
  - (a) the ECDC (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 Community<sup>6</sup>)
  - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
    - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
    - ii. the confidential information becomes public through other channels
    - iii. disclosure of the confidential information is required by law.

### **Confidentiality and personal data protection**

I confirm that I have read, understood and accepted the **code of conduct** for experts established in Annex 3 to the contract sent by the contracting party.

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:

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<sup>6</sup> OJ 45, 14.6.1962, p. 1385.

Signature: