



## EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL

[Unit]

- **Note on using the contract or template (to be deleted):**
- Blue text in italics ---- instructions to be deleted after reading. The footnotes in blue are internal instructions only and must be read and deleted before contracts are sent out.
- The template is recommended to be followed but can be tailored as required for the work instruction at hand. Fields which are to be completed are indicated with []. Text inside needs to be inserted or adjusted. Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data.
- In order to avoid cross-referencing problems between the general conditions and the special conditions, re-numbering of the special conditions should be avoided, unnecessary articles can be replaced by "not applicable".
- The contract model date in the header should NOT be deleted across the document. This ensures legal certainty as to which articles are applicable.
- In case of any questions about the template or the process to be followed, please contact [legal@ecdc.europa.eu].

**REMUNERATED EXTERNAL 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*]<sup>1</sup>

[*First name*]

[*Expert passport or ID number*]

[*Full address of residence*]

[*Full work 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.

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<sup>1</sup> The expert contract shall be concluded with the experts in their personal capacity. The ECDC's contract partners are thus the experts as **natural persons**. ECDC **must not sign** expert contracts with a **legal person** (e.g., the experts' company).

Contract number: [*complete*] December 2022

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 [*title of the CEI*] (*insert copy of CEI*)

Annex 2 Terms of Reference of the assignment (*insert the Terms of Reference for this assignment drafted prior to the Appointment Decision*)

Annex 3 Code of conduct and signed Declaration of confidentiality

Annex 4 Template Request for payment

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.

## TERMS AND CONDITIONS

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## 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

1. The Expert's assignment starts on [earliest starting date of work] and will end on [end date]<sup>2</sup>. The Expert may not under any circumstances start the assignment before the date on which this Contract enters into force.
2. The maximum number of working days for accomplishing the tasks are as follows:
  - up to [number] working day[s], [including [number] of meeting days] *only applicable in case of necessary travel pre-authorized by ECDC per calendar year. (a) usually, maximum 30 working days per calendar year and signed contract; (b) exceptionally, maximum 60 working days per calendar years and signed contract if the assignment contains chairing, preparatory and coordinating functions.*
  - the Expert must perform all tasks in accordance with Annexes 2 and 3.

## ARTICLE 3 - FEES

### **Option 1: reporting per working day (8 hours)**

*if the Expert does not have to report single hours worked and receives a fixed fee per working day. Experts are allowed to report work on Saturdays and Sundays.*

1. [The Expert is entitled to a fee of EUR [amount] *copy and paste the indemnity as indicated in the appointment decision for the present expert; maximum € 450 per working day* per working day (eight (8) hours worked) worked in accordance with Article 2. The Expert shall report the deliverable/s he/she worked per working day.]

### **Option 2: reporting per hours worked**

*if the expert shall report the effective number of hours worked*

[The Expert is entitled to a fee of EUR [amount] *copy and paste the indemnity indicated in the appointment decision for the present expert; maximum € 450 per working day* per working day worked in accordance with Article 2. The number of working days is calculated based on the sum of hours worked. Eight (8) hours worked correspond to one working day. The Expert shall report the number of hours worked on the assignment.]

2. The time spent on work-related travel is not remunerated.

<sup>2</sup> The end day shall be approximately 1-2 months after the delivery of the last deliverable as defined in the Terms of Reference. Due to the principle of annuality, the end day must be within the **same calendar year** when the contract was signed.

3. It is the responsibility of the Expert to comply with any applicable national tax and social security law.
4. The maximum amount of fees paid under the Contract is limited to the amount of EUR [amount] *multiply the maximum number of working days as defined in Article 2.2 with the daily fee as defined in Article 3.1.*

## ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES

### 1. **Option 1:** *Only applicable in case of necessary travel, shipment or other expenses pre-authorized by ECDC.*

[In addition to the fees specified in Article 3 and in accordance with the *ECDC rules*<sup>3</sup>, ECDC will also reimburse:]

- a) [travel, subsistence, accommodation and shipment expenses; and]
- b) [any other expenses provided for in the Annex 2].

[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].]

[Other expenses will not be reimbursed, in particular:]

- (a) [costs of purchasing equipment or other material needed by the Expert to accomplish his/her 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.]

**Option 2:** *applicable in case no necessary travel, shipment or other expenses have been pre-authorized by ECDC*

[No expenses will be reimbursed.]

2. The Expert agrees that ECDC will annually publish his/her name, surname, region of residence (region at NUTS 2 level), the nature of his/her assignment, and the amount legally committed under the Contract (including fees, allowances and reimbursements) on its website, if the overall payment exceeds EUR 15 000 per signed Contract.

<sup>3</sup> ECDC rules for reimbursement of expenses for experts and meeting delegates in force at the time of the travel: [insert the link]

## ARTICLE 5 - PERFORMANCE OF THE CONTRACT

1. The Expert must perform the Contract in compliance with 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 first 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); and
- ECDC's Independence Policy for non-staff<sup>4</sup>.

The terms and conditions of this Contract do not constitute an employment agreement between the contracting parties. The Expert cannot represent or act on behalf of ECDC. 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 his/her obligations, s/he must immediately inform ECDC.

## ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION

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

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

## ARTICLE 7 - REQUEST FOR PAYMENT

1. To obtain his/her fees, allowances, and reimbursement of expenses (if applicable) the Expert must submit a request for payment [in paper format (Annex 4)] [via e-PRIOR].
2. The request(s) for payment must be submitted *for an interim request for payment* [at the end of every quarter of the calendar year], *for a final request for payment* [within 30 days of the date 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].

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<sup>4</sup> <https://www.ecdc.europa.eu/sites/default/files/documents/ECDC-Independence-Policy-for-Non-Staff-2018.pdf>.

## 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>5</sup> code:]

## ARTICLE 9 - PAYMENTS

1. The Contracting Authority will make payments within 30 calendar days of receiving the completed payment request(s) unless Article 13 applies.
2. Payments are subject to the Contracting Authority's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. The Contracting Authority'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 three and a half (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 payment as defined in paragraph 4.

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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro)

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<sup>5</sup> BIC or SWIFT code for countries with no IBAN code.

[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)**

The Centre fully and irrevocably acquires the ownership of the results under the Contract including any rights in any of the results listed in the 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 acquires 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.

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

### **1. Processing of personal data by the Contracting Authority**

The Contracting Authority will process all personal data included in the Contract 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 his/her 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**

*a) For contracts where the Expert does not process any personal data on behalf of ECDC: [Not applicable.]*

*b) For contracts where the Expert will process personal data on behalf of ECDC:*

[If the Contract requires the Expert to process personal data, he/she may only act under the supervision and in accordance with the documented instructions of the Centre. The subject matter and purpose of the processing of personal data by the contractor are *[provide a short and concise description of the subject matter, the purpose, the categories of the personal data processed and the categories of data subjects]*.



[The Expert may only process personal data in accordance with the requirements of Regulation (EU) 2018/1725 and Regulation (EU) 2016/679, respectively, and solely for the purposes set out by the Centre.]

[The Expert must ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.]

[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) record which personal data have been communicated by the Expert, when and to whom;
- (c) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation.]

[[The Expert must:

- (a) assist the Centre, insofar it is possible, with the fulfilment of the Centre's obligations to respond to requests for exercising the data subjects' rights laid down in Chapter III of Regulation (EU) 2018/1725;
- (b) assist the Centre in ensuring compliance with the obligations pursuant to Articles 33 to 41 of Regulation (EU) 2018/1725;
- (c) at the choice of the Centre, delete or return all personal data to the Centre after the termination or completion of the contract, and delete existing copies unless Union or Member State law requires storage of personal data
- (d) make available to the Centre, all information necessary to demonstrate compliance with the obligations laid down in the Contract and in Article 29 of Regulation (EU) 2018/1725 and allow for and contribute to audits, including inspections, conducted by the Centre or another auditor mandated by the Centre.]

[The Expert shall not subcontract or delegate any of its processing operations performed on behalf of the Centre in accordance with the Contract to a sub-processor, without the Centre's prior specific written authorisation. If parts or all of the processing of personal data is subcontracted or delegated, the Expert shall pass on the obligations referred to in Article 11.2 of the Contract in writing to the subcontractor(s). At the request of the Centre, the Expert shall provide a document providing evidence of this commitment.]

[Personal data shall only be processed within the territory of the European Union and the European Economic Area. Any processing in a third country can only take place with the Centre's prior permission. In that case, the requirements laid down in Chapter V of Regulation (EU) 2018/1725 and of Regulation (EU) 2016/679, respectively, shall be complied with in full.]

*c) For contracts where the Expert processes health data, other special categories of personal data as defined in Art. 10 of Regulation (EU) 2018/1725 or carries out other processing operations that involve a high risk to data subjects:*

[The data processing will be governed by the provisions in the Annex [...] to the Contract. *that will contain the standard contractual clauses – please contact the DPO.*]

## **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 the Contract and whether the Expert is meeting his/her 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 the 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>6</sup> and Regulation (EU, Euratom) No 883/2013<sup>7</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 Expert.
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

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<sup>6</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>7</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).

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 the 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.
5. Where the suspension period exceeds two months, the Expert may request the Contracting Authority to justify the continued suspension.
6. 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.

### **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 reimbursement of expenses that do not comply with Article 4.
2. The Centre may reduce the fee if the Expert is in breach of any of his/her 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 to apply Article 14, including the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.

If the Centre does not receive or 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 to apply Article 15, including the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the Centre does not receive or 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 (3.5) 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 Centre 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) has or is not performing his/her tasks or has 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 his/her 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 to apply Article 16, including 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 its decision under Article 16.

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 he/she is not able to fulfil his/her obligations in carrying out the work required as referred to in Article 5. In that case, the Expert must formally notify the Centre and include the reasons why by giving 15 days' notice. The termination will take effect on the date the Centre formally notifies confirmation of the termination.

5. 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.
6. 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 Authority must be sent to the following address:  
*[functional box or other email addresses supplied by the Contracting Authority]*.
3. Electronic communication is considered to have been received by the parties on the day of dispatch of that communication provided it is sent to the e-mail

addresses as stated on the beginning of the Contract for the Expert and in paragraph 2 of this Article for the Contracting Authority.

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

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

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

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

1. Any amendment to the Contract must be made in writing before all contractual obligations have been fulfilled.

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.

2. Each provision of the Contract is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the Contract. This does not affect the legality, validity or enforceability of any other provisions of the Contract, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in accordance with Article 20 (1) . The Contract must be interpreted as if it had contained the substitute provision as from its entry into force.

## **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 interpretation, application or validity of the Contract that cannot be settled amicably must be brought before the District Court of Stockholm (Stockholms tingsrätt), Sweden.

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

The 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 1– Call for expression of interest</b>
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*Attach a copy of the published call for expression of interest under which the Expert(s) has/have been selected.*

**ANNEX 2 – Terms of Reference of the Assignment**

*Attach a copy of the Terms of Reference for this assignment.*



<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 his/her work in a confidential way
  - (b) assist the Contracting Authority to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
  - (c) follow any instructions and time-schedules given by the Contracting Authority and deliver consistently high-quality work.
3. The Expert shall 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 his/her work **impartially**. To this end, the Expert is required to:
  - (a) inform the Contracting Authority of any conflicts of interest 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 annually submitting an electronic declaration of interest.

**ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY**

1. The Contracting Authority and the Expert must treat confidentially any information and documents, in any form (i.e., paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The Expert undertakes to observe strict **confidentiality** in relation to 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 the Contracting Authority;
- 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 Centre;

- his/her advice to the Contracting Authority on his/her 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 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 the Centre, 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 his/her work as instructed.
- 5. If the Expert seeks further information (for example through the internet, specialised databases, etc.) to complete his/her work, he/she:
  - (a) must respect the overall rules for confidentiality for obtaining such information
  - (b) must not contact third parties without prior written approval of the Contracting Authority.
- 6. These confidentiality obligations are binding on:  
the Expert during the performance of the Contract and for five years starting from the date of the last payment made to the Expert unless:
  - i. the Contracting Authority agrees to release the Expert from the confidentiality obligations earlier
  - ii. the confidential information becomes public through other channels
  - iii. disclosure of the confidential information is required by law.

### **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 Authority.

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:

**ANNEX 4 – Template request for payment****Template for request for payment**

- The options in *blue italics* are instructions only and must be read and **deleted** before the Contract, including the request for payment, is sent out.
- Options [in grey roman in square brackets] are to be completed *or* deleted.
- Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data.

<p><b>Expert's Name</b></p> <p><i>[Experts name]</i></p> <p><b>Expert's full address</b></p> <p><i>[address as indicated in the Expert Contract]</i></p>	<p><b>Place, date of the request for payment</b></p> <p><i>[place, and date]</i></p>
<p>European Centre for Disease Prevention and Control (ECDC) Gustav III:s boulevard 40 169 73 Solna Sweden</p>	
<p><b>Number of the request for payment:</b> <i>[calendar year and chronological number of the request for payment per year]</i></p>	
<p><b>Description of the assignment:</b></p> <p><i>[description as indicated in the appointment decision]</i></p> <p><i>Option 1: Applicable if reporting per calendar day applies (see Art. 3.2 of the Contract; option 1); The Expert reports how many days he/she has worked on a particular deliverable. Delete the table below if <b>option 2</b> applies.</i></p> <p><b>[reporting by working day]</b></p>	

<b>[Deliverable]</b>	<b>[Quantity]</b>	<b>[Unit Price]</b>	<b>[Indemnity]</b>
[Description of the deliverable the Expert worked on]	[number of days worked on the deliverable]	[fee according to Expert Contract]	[multiply working days and unit price]
[Description of the deliverable the Expert worked on]	[number of days worked on the deliverable]	[fee according to Expert Contract]	[multiply working days and unit price]
[Description of the deliverable the Experts worked on]	[number of days worked on the deliverable]	[fee according to Expert Contract]	[multiply working days and unit price]
<b>[Sum]</b>			[sum of indemnities]
<b>[Total indemnity]</b>			[total amount]

**Option 2:** Applicable if reporting by hours worked applies (see Art. 3.2 Contract; option 2). The Expert reports the hours worked on the assignment. Delete the table below if **option 1** applies.

**[Reporting by hours worked:]**

<b>[Work activity]</b>	<b>[Date of activity]</b>	<b>[Number of hours worked]</b>	<b>[Number of working days]</b>
[Description of work activity, (e.g., drafting report, participation in meeting)]	[dd/mm/yyyy]	[number of hours worked on that activity]	
[Description of work activity]	[dd/mm/yyyy]	[number of hours worked on that activity]	
[Description of work activity]	[dd/mm/yyyy]	[number of hours worked on that activity]	
<b>[Sum]</b>		[sum of hours worked]	[convert sum of hours worked into working days (8 hours worked)]

	<b>[Quantity]</b>	<b>[Unit Price]</b>	<b>[Indemnity]</b>
	<i>[insert sum of working days spent on assignment]</i>	<i>[fee according to Expert Contract]</i>	<i>[sum of indemnity; multiply sum of working days and unit price]</i>
<b>[Total indemnity]</b>			<i>[total amount of indemnity]</i>

**Reimbursement of work expenses:**

<b>Category of expenses</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Travel expenses: <i>[date, route, purpose and means of travel]</i>	<i>insert one line per travel</i>	<i>[cost per single travel]</i>	<i>[total travel costs]</i>
Accommodation expenses: <i>[name of accommodation, location, purpose and duration of stay]</i>	<i>[number of nights]</i>	<i>[price per night resp. ceiling according to travel order]</i>	<i>[total accommodation cost]</i>
Daily allowance: <i>[insert location, purpose and duration of stay]</i>	<i>[number of days]</i>	<i>[price per day for country of destination according to travel order]</i>	<i>[total daily allowance]</i>
Shipment expenses: <i>[specification of shipment (e.g., shipment of documents, samples etc.)]</i>	<i>[number of shipments]</i>	<i>[price per shipment]</i>	<i>[total shipment expenses]</i>
<b>Total reimbursement:</b>			<i>[total amount of reimbursement]</i>

**Total amount:** EUR *[sum of total indemnity and total reimbursement]*

	<p>Remuneration period: [<i>time period during which the services were rendered</i>] <i>usually a quarter of the year, unless it is the final request for payment</i></p> <p>According to Expert Contract order nr [<i>reference number of Expert Contract</i>]</p>
	<p><b>Bank name:</b></p> <p><b>Bank account number:</b></p> <p><i>must be the same account number as indicated in the Expert Contract</i></p>
	<p>Signature</p>