

Annex 2: EXPERT CONTRACT (draft)

CONTRACT NUMBER — [to be completed]

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

on the one part,

The European Union Agency for Railways ('the Agency' or 'the contracting party'), represented for the purposes of signing this Contract by [forename, surname, function, department]

and on the other part,

[Family name]

[First name]

[Expert candidature number:]

[Full official address]

[Email address]

The parties referred to above have agreed to enter into this Contract under the terms and conditions below.

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2 and the Declaration of absence of conflict of interests and of confidentiality set out in Annex 3.

The Contract is composed of:

Terms and conditions

Annex 1	Code of Conduct
Annex 2	Terms of Reference
Annex 3	Declaration of absence of conflict of interests and of confidentiality
Annex 4	Legal Entity form
Annex 5	Financial identification form
Annex 6	Decision ERA-ED-DEC-1681-2019

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CHAPTER 1 - GENERAL

ARTICLE 1 - SUBJECT OF THE CONTRACT

[The subject of the Contract is assistance to the contracting party with opinion and advice [insert full description of tasks]].

ARTICLE 2 - WORKING ARRANGEMENTS

1. The expert's work starts on [insert earliest starting date of work] and cannot exceed 20 working days. 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 Annex 2.

CHAPTER 2 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 - FEES

1. The expert is entitled to a fee of EUR [450] for each full day actually worked in accordance with Article 2.
2. The total amount of the fees is calculated to the nearest half day.
3. 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, the contracting party will also:
 - a) Pay/reimburse travel expenses directly connected with the work specified in the Contract, in accordance with Decision (ED) of the Executive Director of the European Union Agency for Railways n°1681 of 12/09/2019¹.
 - b) pay per-diem allowances in accordance with (ED) of the Executive Director of the European Union Agency for Railways n°1681 of 12/09/2019;
 - c) Pay/reimburse accommodation in accordance with (ED) of the Executive Director of the European Union Agency for Railways n°1681 of 12/09/2019.

¹ Executive Director (ED) Decision n°1681 of 12/09/2019, adopting Rules on the reimbursement of expenses incurred by people from outside the European Union Agency for Railways invited by the Agency to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity.

See Decision **ERA-ED-DEC-1681-2019** in Annex 6.

2. Other expenses will not be reimbursed, in particular:
 - (a) costs of purchasing equipment or other material needed by the expert to accomplish its tasks;
 - (b) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);
 - (c) reckless or excessive expenses.

CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 5 - PERFORMANCE OF THE CONTRACT

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

The expert must do so fully, within the set deadlines and to the highest professional standards.

The expert must, in particular, ensure compliance with:

- the Code of Conduct (Annex 1); and
- applicable national tax and social security law.

The terms and conditions of this Contract do not constitute an employment agreement with the contracting party.

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.

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, and include all the required scanned copies of original supporting documents] [in writing and include all the required supporting documents].

2. The request(s) for payment must be submitted within 30 days of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2, or 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.

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

ARTICLE 8 - BANK ACCOUNT

The expert must submit at the time of signing the contract the legal entity form (annex 4) and the financial identification form (annex 5) duly filled in. The 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*] and identified on the financial identification form.

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.
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. Payments will be made to the bank account specified by the expert in the payment request referred in Article 7.
5. The contracting party’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 the contracting authority issues the payment order.

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

1. The Contracting party must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the Contract. The contracting party may exploit them as stipulated in this Contract. The Contracting party must acquire all the rights from the moment the results are delivered by the expert and accepted by the contracting party. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Contracting party.
2. The Contracting party must acquire ownership of each of the results produced as an outcome of this Contract which may be used, for the following purposes of:
 - (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
 - (b) storage of the original and copies made in accordance with this Contract;
 - (c) archiving in line with the document management rules applicable to the contracting party.
3. The Contracting party 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 according to Regulation No (EU) 2018/1725².

Such data will be processed by [*insert name of relevant entity*] ('data controller') only to perform, manage and monitor the Contract.

² Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

The data may also be sent to persons or bodies responsible for monitoring or inspections in application of EU law.

The expert has the right to access its personal data and to correct it. Any questions about or corrections to the expert's personal data must be sent to the data controller.

The expert has the right of recourse to the European Data Protection 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 contracting party 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 2185/96³ and Regulation No 883/2013⁴ (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. Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 161 of the Financial Regulation No 966/2012⁵, the European Court of Auditors (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

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

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Articles 14 and 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.

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT

1. The contracting party may at any point suspend the payment time limit if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The contracting party must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by the contracting party.
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 contracting party if the suspension will continue.
5. If the payment time limit has been suspended due to the non-compliance of the reports or deliverables in accordance with Article 2 and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the contracting party may also terminate the Contract as referred to in Article 17.

³ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996).

⁴ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248).

⁵ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L218, 26.10.2012).

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

1. The contracting party may reject:
 - (a) (parts of) the fees if the expert does not fulfil the tasks set out in Article 2;
 - (b) claims for allowances or expenses if they do not fulfil the conditions set out in Article 4.
2. The contracting party 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 contracting party 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 contracting party does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS

1. The contracting party may recover any amount that was paid but was not due under the Contract.
2. The contracting party 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 contracting party does not accept these observations, it will confirm recovery by formally notifying a 'debit note' that specifies the payment terms and date.

3. The expert must repay the amount specified in the debit note to the contracting party.
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 contracting party may recover the amounts due by offsetting them against any amounts owed to the expert by the Contracting party budget without the expert's consent.

ARTICLE 16 - TERMINATION OF THE CONTRACT

1. The contracting party may at any moment terminate the Contract if the expert:
 - (a) is not performing its tasks or is performing them poorly; or

- (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party 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 contracting party does not accept these observations, it will formally notify confirmation of the termination.
 3. The termination will take effect on the date the notification is sent by the contracting party.
 4. The expert may at any moment terminate the Contract if s/he is not able to fulfil its obligations in carrying out the work required as referred to in Article 5.
 5. The expert must formally notify the contracting party and include the reasons why by giving [15] days' notice.
 6. The termination will take effect on the date the contracting party 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 contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

ARTICLE 17 - LIABILITY FOR DAMAGES

The contracting party cannot be held liable for any damage caused or sustained by the expert or a third party during or as a consequence of performing the Contract, except in the event of the contracting party'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.

CHAPTER 5 - FINAL PROVISIONS

ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must:
 - be made in writing and
 - bear the Contract's number;
2. Communications to the contracting party must be sent to the following address:
[EUMedRail@era.europa.eu].
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. In justified cases — and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure — any party may request an amendment.

Amendments must be made before new contractual obligations are enforced.
2. The party requesting an amendment must formally notify the other party the requested amendment together with the reasons why.

The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT

1. This Contract is governed by Union law and is supplemented, where necessary, by the law of France.

2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before courts of Valenciennes/Lille.

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.

Expert: *[insert full name]*

Date:

Signature:

For the contracting party, *[insert full name
and function]*

Date:

Signature:

ANNEX 1 - CODE OF CONDUCT FOR EXPERTS

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 signing a declaration (Annex 3).
2. **Definition of the conflict of interest:** a conflict of interest exists if an expert:
 - (a) has any vested interests in relation to the questions upon which s/he is asked to give advice
 - (b) or its organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
 - (c) is in any other situation that compromises its ability to carry out its work impartially.

The contracting party or relevant service will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks when an expert is in any other situation that could cast doubt on its ability to carry out its work, or that could reasonably appear to do so in the eyes of an external third party.

3. **Consequences of a situation of conflict of interest:**
 - (a) If a conflict of interest is reported by the expert or established by the contracting party or relevant service, the expert must not carry out the work;
 - (b) If a conflict becomes apparent in the course of its work, the expert must inform immediately the contracting party or relevant service. If a conflict is confirmed,

the expert must stop carrying out its work. If necessary, the expert will be replaced.

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting 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 contracting party

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 contracting party
 - 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 contracting party 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 contracting party (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 Community⁶)
- (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.

⁶ OJ 45, 14.6.1962, p. 1385.

ANNEX 2 - TERMS OF REFERENCE

1. **[Name of the experts' group: *insert name*]**
2. **Context and background information**
3. **Purpose, objectives and scope**
4. **Working approach and methodology**
5. **[Distribution of work among the experts]**
6. **Meetings, reporting and deadlines**
7. **Deliverables and conditions to submit request for payments**

ANNEX 3 – DECLARATION OF ABSENCE OF CONFLICT OF INTERESTS AND OF CONFIDENTIALITY

I. Conflict of interests

I, the undersigned [FAMILY NAME, first name], having been appointed as an expert for the abovementioned call, declare that I am aware of Article 57 of the Financial Regulation, which states that:

"1. Financial actors and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring its own interests into conflict with those of the Union.

Where such a risk exists, the person in question shall refrain from such action and shall refer the matter to the authorising officer by delegation who shall confirm in writing whether a conflict of interests exists. The person in question shall also inform his or her hierarchical superior. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient."

I hereby declare that I do not fall under any of the following circumstances in which a conflict of interests might exist. I confirm that, if I discover before or during the performance of my tasks that a conflict of interests exists, I will declare it immediately to the contracting party.

I hereby declare that I fall under one or more of the above circumstances (please specify which and explain)*:

**Ex. In case of employment by a structure including different departments or institutes, please specify the degree of autonomy between them.*

I hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

II. Confidentiality and personal data protection

I confirm that I have read, understood and accepted the code of conduct for experts established in Annex 1 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 expert's group] 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 – LEGAL ENTITY FORM



THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

NATURAL PERSON

I. PERSONAL DATA

FAMILY NAME(S) ①

FIRST NAME(S) ①

DATE OF BIRTH DD MM YYYY

PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH

TYPE OF IDENTITY DOCUMENT
 IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③

ISSUING COUNTRY

IDENTITY DOCUMENT NUMBER

PERSONAL IDENTIFICATION NUMBER ④

PERMANENT PRIVATE ADDRESS

POSTCODE P.O. BOX CITY

REGION ⑤ COUNTRY

PRIVATE PHONE

PRIVATE E-MAIL

II. BUSINESS DATA **IF YES, please provide BUSINESS DATA**

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission?
 YES NO

BUSINESS NAME (if applicable)

VAT NUMBER

REGISTRATION NUMBER

PLACE OF REGISTRATION: CITY

COUNTRY

DATE

SIGNATURE

- ① As indicated on the official document.
- ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
- ③ Failing other identity documents: residence permit or diplomatic passport.
- ④ See table with corresponding denominations by country.
- ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

Annex 5 – FINANCIAL IDENTIFICATION FORM



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

https://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①	
ACCOUNT NAME ②	<input style="width: 90%;" type="text"/>
IBAN/ACCOUNT NUMBER ③	<input style="width: 90%;" type="text"/>
CURRENCY	<input style="width: 90%;" type="text"/>
BIC/SWIFT CODE	<input style="width: 45%;" type="text"/> BRANCH CODE ④ <input style="width: 45%;" type="text"/>
BANK NAME	<input style="width: 90%;" type="text"/>
ADDRESS OF BANK BRANCH	
STREET & NUMBER	<input style="width: 90%;" type="text"/>
TOWN/CITY	<input style="width: 55%;" type="text"/> POSTCODE <input style="width: 35%;" type="text"/>
COUNTRY	<input style="width: 90%;" type="text"/>

ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK	
ACCOUNT HOLDER	<input style="width: 90%;" type="text"/>
STREET & NUMBER	<input style="width: 90%;" type="text"/>
TOWN/CITY	<input style="width: 55%;" type="text"/> POSTCODE <input style="width: 35%;" type="text"/>
COUNTRY	<input style="width: 90%;" type="text"/>

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤ <input style="width: 95%; height: 60px;" type="text"/>	DATE (Obligatory) <input style="width: 95%; height: 25px;" type="text"/> SIGNATURE OF ACCOUNT HOLDER (Obligatory) <input style="width: 95%; height: 40px;" type="text"/>
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- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

ANNEX 6 – Decision ERA-ED-DEC-1681-2019

Making the railway system
work better for society.

Decision of the Executive Director of the European Union Agency for Railways on

Rules on the reimbursement of expenses incurred by people from outside the European Union Agency for Railways "The Agency" invited by the Agency to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity

THE EXECUTIVE DIRECTOR OF THE EUROPEAN UNION AGENCY FOR RAILWAYS,

Having regard to the Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways (hereinafter referred to as "the Agency") and repealing Regulation (EC) No. 881/2004 (hereinafter called "the Regulation"), and in particular Articles 5, 39, 43 and 54,

Having regard to Decision No. 187 of the Management Board of the European Union Agency for Railways amending Administrative Board Decision No. 22/2008 adopting Rules on the reimbursement of expenses incurred by people from outside the ERA invited to attend meetings in an expert capacity and repealing AB Decision 4 dated 9 March 2006,

Having regard to Decision No. 69 of the Administrative Board of the European Railway Agency of 29 November 2011 amending the daily allowance rate foreseen in the Rules on the reimbursement of expenses incurred by people from outside the European Railway Agency invited to attend meetings in an expert capacity,

Whereas:

- (1) The Agency is currently managing financial contributions from the European Commission (Directorate-General Neighbourhood and Enlargement Negotiations) under the EU External Action and subsequent Grants (hereafter referred to as the "Grant Agreements" or individually as a "Grant Agreement") to implement the :
 - a. EUMedRail project – EuroMed Rail Safety and Interoperability Project for the Southern Mediterranean Region for the period 2017/2020 (ENI/2016/359-727)
 - b. IPA II project – Continuation of the pre-accession support to the EU candidates and potential candidates of the Western Balkans and Turkey for the period 2018/2019 (ENI/2017/391-230)
- (2) As the experts who participate in the meetings and working parties of the EUMedRail and IPA II projects do not belong to the Agency's staff nor the categories as referred to Article 1 of Decision 187 of the Management Board of the European Union Agency for Railways amending AB Decision no. 22/2008, thus limiting the possibility for outside experts to attend IPA and/or EUMedRail meetings
- (3) Under the Grant Agreements, the Agency has in particular the obligation to organise and finance workshops, seminars, trainings, working groups and visits (technical and study visits) for the

beneficiaries, either in the EU or in the territory of the beneficiaries where outside experts should be invited

- (4) The Executive Director is competent to adopt Rules on the reimbursement of expenses incurred by people from outside the ERA Agency invited to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity as the competence of the Management Board is only competent to adopt similar rules for those categories of experts mentioned in AB Decision No. 22/2008 as amended by MB Decision No. 187 (as confirmed to the Executive Director by the Chairperson of the Management Board).

HAS ADOPTED THIS DECISION:

Article 1

The Agency Rules on the reimbursement of expenses incurred by people from outside the ERA invited to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity, are attached hereto in the Annex.

Article 2

For invitations issued under the EUMedRail and/or IPA projects, the Agency Rules on the reimbursement of expenses incurred by people from outside the ERA invited to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity, shall also apply even where the experts meet the definition of Article 1 of MB Decision 187.

Article 3

These provisions shall enter into force on the date of 12.03.2019
It shall be published on the Agency intranet.

Done at Valenciennes, on 12.05.2019


Josef DOPPELBAUER
Executive Director

Annex : Rules on the reimbursement of expenses incurred by people from outside the European Union Agency for Railways "The Agency" invited by the Agency to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity.

Making the railway system
work better for society.

Rules on the reimbursement of expenses incurred by people from outside the European Union Agency for Railways "The Agency" invited by the Agency to attend meetings of the EUMedRail and/or IPA projects, in an expert capacity.

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General rules

Only experts invited by the Agency are entitled to reimbursement by the Agency.

An invitation letter is addressed to the EUMedRail/IPA beneficiaries countries, who then nominates one or 2 experts to attend the meeting/workshop/event. Other experts may be invited by the Agency to participate in EUMedRail/IPA meetings/workshops and events and as such will be reimbursed under the same conditions as EUMedRail/IPA experts.

Reimbursement of the costs of the government experts shall be paid into an account in the name of the Government, one of its ministries or a public body, in the absence of any derogation from the Government, one of its ministries or a public body.

The derogation, letter of non-objection, must be signed by the Government/organisation of the expert with their full personal and bank account details.

1. Travel arrangement

1.1. General rules

The Agency shall organize all travel arrangements, i.e. advance booking and payment of transport tickets [mainly flights] but also whenever possible train tickets for all EUMedRail experts from the project beneficiaries (Tunisia, Palestine¹, Libya, Morocco, Lebanon, Jordan, Egypt, Algeria, Israel and Turkey) and for IPA experts from the project beneficiaries (Albania, Kosovo^{II}, Bosnia and Herzegovina, Serbia, Turkey, Montenegro and North Macedonia).

For technical visits planned on the meetings/conferences agendas, the Agency may pay in advance transportation for the experts.

Wherever possible the Agency will make use of its contracted Travel Agency.

1.2. Transport rules

Travel expenses are reimbursed/paid from the place of invitation (home address or work address) to the place of meeting by the most appropriate and cost effective means of transport given the distance involved. Experts should not normally be required;

- to leave their place of work or residence or the place where the meeting is held before 07:00 (station or other means of transport) or 08:00 (airport);
- to arrive at the place where the meeting is held after 21:00 (airport) or 22:00 (station or other means of transport);
- to arrive at their place of work or residence after 23:00 (airport, station or other means of transport).

In case that the experts book their own travel, they shall be entitled to the reimbursement of their travel expenses (economy air ticket and 1st class ticket railway) from the place specified in their invitation to the place of the meeting based on presentation of supporting documents:

Those must show the class of travel used, the time of travel and the amount paid.

- Tickets and invoices
 - In the case of online bookings, the printout of the electronic reservation with payment details
 - Boarding cards
1. **TRAVEL BY TRAIN:** First class ticket for a distance < 400 km
 2. **TRAVEL BY AIR:** *Economy class air.*

3. *TRAVEL BY PRIVATE CAR: 0.22€/km if the route is not served by a train*
4. *TAXI may be used for transfer to/from airport or stations if the arrival of the plane is late in the evening or early morning or if no reasonable public transport is available.*

The experts are encouraged to share taxis with more experts to lower the costs as much as possible.

The expert must provide a receipt (or scanned receipt) duly and clearly completed with the name of the Taxi Company, the destination and the arrival, the date of the journey, the time and the fare.

2. Hotel accommodation

The Agency shall organize the hotel accommodation, i.e. advance booking and payment of the hotel for all EUMedRail experts from the project beneficiaries (Tunisia, Palestine¹, Libya, Morocco, Lebanon, Jordan, Egypt, Algeria, Israel and Turkey) and IPA II experts from the beneficiaries (Albania, Kosovo^{II}, Bosnia and Herzegovina, Serbia, Turkey, Montenegro and North Macedonia).

Wherever possible the Agency will make use of its contracted Travel Agency.

For EUMedRail experts, the daily allowance (ENI per diem rates) will be reduced by the price of the hotel put forward by the Agency.

For IPA experts: Experts who have to spend one or more nights at the place where the meeting is held because the times of meetings are incompatible with the times of flights or trains, shall also be entitled to an accommodation allowance. This allowance shall be EUR. 100 per night. The number of nights may not exceed the number of meeting days + 1.

In the case that the expert books his/her own hotel accommodation:

IPA Expert: the expert shall be entitled to the accommodation allowance based on presentation of the hotel invoice or the printout of the electronic reservation with payment details

EUMedRail Expert: no deduction of the amount of the accommodation will be done from the daily allowance as the flat rate of the daily allowance includes already the accommodation fees.

3. Per-diem allowances

If the distance between the place of departure cited in the invitation (be it your private or professional address) is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%.

3.1. EUMedRail experts

The daily allowance to be paid (ENI list of per-diem per country, annexed) is defined in accordance with the ENI list of per-diem and may be different according to the meeting country location. It is set in the framework of EC-funded external aid contracts. The experts and participants from the beneficiaries of the Southern Mediterranean Region participating in EUMedRail project meetings or any other activities as guests invited by ERA in the context of the project are entitled to receive a per-diem allowance.

The per diems rates cover accommodation, local travel within the place of mission and sundry expenses. These rates are applicable since 17 March 2017. No deduction of meals/breakfasts shall be applied on the per diem allowances.

The expert is entitled to a per diem per day rate which will be calculated based on the number of the meeting days attended and the number of days for travelling from and to the expert's country of origin (in principle, experts shall be paid a daily allowance corresponding to the number of days of meeting + 2 days for travelling).

3.2. EUMedRail experts from Palestine¹

To cross the border between Palestine¹ and Jordan, the experts may pay a certain number of visa, border fees, and local transports before and after the border, which will all be covered by the EUMEDRAIL project, subject to the usual rules for transport.

In this case, to be refunded of their fees, the expert must produce the documents (invoice, tickets, voucher, etc.) and the currency will be clearly mentioned on the documents.

3.3. IPA experts

The daily allowance to be paid is defined in accordance with the IPA II Grant Agreement and covered by the ED Decision reference ERA-ED-DEC-1681-2019, AB Decision 22-2008; AB Decision 69-2011; AB Decision 187-2018. It is a flat rate which amounts to 95 € per day of meeting.

NB: If the distance between the place of departure cited in the invitation (be it your private or professional address) is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%.

4. Other costs

4.1. Visa

Where Visas are necessary for experts, the Agency will reimburse the costs for the Visa of the participant based on the provided supporting documents.

4.2. Any other costs

On a case by case and upon the delegated Authorising Officer approval, if experts submit other type of costs, the Agency may consider to reimburse it.

5. Reimbursement beyond 30 days after the meeting

Invited experts claiming reimbursement or payment of allowances must provide the necessary documents for their reimbursement **no later than 30 calendar days after the final day of the meeting**, as required by the financial rules applicable in the Agency.

Beyond this deadline, the Agency is absolved from any obligation to reimburse travel expenses or pay any allowances, but may consider to reimburse nevertheless the experts claiming costs past this deadline.

5.1. Mandatory documents for reimbursement

- Application form for reimbursement duly completed, dated and signed (only for EUMedRail, IPA is via the SRM)
- Letter of non-objection (if necessary)
- Bank account identification form (if necessary)
- Signed attendance list, physical or SRM (held by the Agency, not provided by the expert) for each meeting day
- Agency invitation letter, physical or SRM (held by the Agency, not provided by the expert)
- Where experts have booked their own travel/accommodation – supporting evidence

If the letter of non-objection and the bank account identification form were submitted once, it is not necessary to submit them again as the Agency keeps them recorded for the administration of the project.

6. Seminars

The EUMedRail/IPA project may invite experts from EUMedRail/IPA beneficiaries countries to participate to certain seminars.

The cost of the seminar, the travel and the accommodation costs will be paid by the Agency.

ⁱ This designation shall not be construed as recognition of a State of Palestine and is without prejudice to the individuals positions of the Member States on this issue.

ⁱⁱ This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence