



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR EDUCATION AND CULTURE
Culture and creativity
Creative Europe programme - Culture

CONTRACT
FOR EXTERNAL EXPERTS
EUROPEAN CAPITALS OF CULTURE

CONTRACT NUMBER – EAC-/14/2014-xx

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Michel Magnier, Director, Culture and Creativity within Directorate General Education and Culture,

on the one part,

and

[name of the Expert]

[type of identity document]

[identity document number]

[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

on the other,

HAVE AGREED

the **Conditions** below and the following **Annexes**:

Annex I: Provisional planning

Annex II: Declaration of no conflict of interest and confidentiality

Annex III: Code of conduct for Experts

Annex IV: Model Payment and Reimbursement Form

Annex V: Reimbursement rules of travel expenditure and allowances

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

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission.

ARTICLE I – SUBJECT

The subject of the Contract is the implementation of the panel activities for the European Capitals of Culture (hereinafter referred to as "ECoC"), following Decision 445/2014/EC, i.e. to assess the applications received from cities bidding for the ECoC title, to agree on a shortlist of cities for pre-selection, to recommend one city for the title in the context of each competition and to monitor the preparation of the designated cities until the title-year.

ARTICLE II – DURATION AND AMENDMENTS

II.1 The Contract shall enter into force on the date of signature of the last contracting party.

II.2 The tasks shall start on xxx

II.3 The duration of the tasks shall not exceed **xx days** (maximum number of working days). Execution of the tasks shall start from the date of entry into force of the Contract and shall end on **31 December 20XX**.

The maximum number of times the Expert may be requested to participate in meetings under this agreement, involving separate trips to evaluation premises is X times.

The maximum number of days performed at the evaluation premises is X days.

The maximum number of days the Expert may be requested to perform remote evaluation is X days.

II.4 The provisional planning attached in Annex I stipulates:

- the periods of the remote evaluation, which shall be carried out at home;
- the dates and location of the evaluations;
- the dates by which reports should be submitted to the Commission, i.e. in accordance with decision 445/2014/EC.

II.5 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 signed before new contractual obligations are enforced.

The party requesting an amendment must formally notify a request to the other party, together with the reasons why.

ARTICLE III – FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

III.1 The Expert is entitled to a payment of a fixed price of **500 €** in the form of a ***lump sum*** (hereinafter the "**fee**") for each full working day spent assisting the European Commission's Services, i.e. for attending the meetings or taking part in the visits or for the preparatory work. The number of days to be taken into account for the preparatory work shall be based on the number of files (applications, progress reports) to examine, on the basis of one file per half day of work.

The Expert is also entitled to a payment of half a fee (250 €) for the elaboration of pre-selection, selection and monitoring reports. The Chairperson of the Panel is entitled to a full fee (500€) for the consolidation and final writing of these reports.

The total payment will be calculated to the nearest half day. The overall price shall not exceed the amount corresponding to the maximum number of working days stipulated in the first paragraph of Article II.2.

III.2 The Commission shall either provide prepaid tickets via its contracted travel agency or reimburse travel tickets in accordance with the rules (see Annex V).

If the Expert opts for prepaid tickets by the Commission, he/she must ask so in writing at least one month before the meeting takes place. Once agreed, the Commission will in no case reimburse other travel tickets for the same journey.

When reimbursement is applicable, in addition to the fees specified in Article III.1, the Commission will also reimburse **travel expenses** directly connected with the work specified in the Contract, in accordance with Annex V of the Contract.

The Expert is entitled to the reimbursement of his/her travel expenses to and from the point of departure and to and from the place of the meeting.

Unless otherwise agreed by the Commission, the "point of departure" is the Expert's official address as stated in the Contract.

In exceptional and justified cases, the Commission may agree to a different point of departure. This agreement must be given before any travel tickets are purchased. If the Commission has agreed to a different point of departure, it will reimburse the travel expenses from this point of departure. If the Expert changes the point of departure without the Commission's prior agreement, the reimbursement will be limited to the price of one return ticket from the Expert's official address.

III.3 In addition to the fees specified in Article III.1, the Commission will pay **daily allowances** in the form of a lump sum in accordance with Annex V of the Contract.

III.4 In addition to the fees specified in Article III.1, the Commission will pay **accommodation allowances** in the form of a lump sum in accordance with Annex V of the Contract.

III.5 Expenses that an invited Expert has incurred as a result of special instructions received in writing may be reimbursed in justified cases, on presentation of supporting documents.

III.6 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;
- (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.

III.7 The Commission reserves the right to refuse payment in case of non-performance or poor performance of the tasks and/or breach of any substantial obligations, including any obligation described in the Code of conduct (Annex III) or in the Declaration of no conflict of interest and confidentiality (Annex II).

The Commission reserves the right to refuse payment for any report or other deliverable required by the Contract that is submitted beyond 21 working days of the last day of the corresponding meeting.

The Commission reserves the right to recover any payment made and to exclude from further tasks any Expert who has breached the obligations arising from the Code of conduct (Annex III) or from the Declaration of no conflict of interest and confidentiality (Annex II).

III.8 Arrangements as regards payment and reimbursement are between the Expert and the Commission, even if the Expert is employed by an organisation. It will be for the Expert and his/her employer to come to any particular agreement concerning the final destination of any payments and reimbursement; the Commission will not intervene in this agreement.

III.9 To obtain the payment of the performed days and/or the reimbursement of the expenses, the Expert will be required to send to the Commission at the address of the European Commission specified in Article XV of this Contract, a Payment and Reimbursement Form (model in Annex IV) together with all required supporting documents, within 30 days from the last day of meeting or of remote evaluation for each evaluation session, whichever is the latest.

ARTICLE IV – BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in euros¹, identified² as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[*IBAN*³ code: [complete]]

ARTICLE V – PERFORMANCE OF THE CONTRACT

V.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 (see Annex III) and
- applicable national tax and social security law.

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

V.2 If the Expert cannot fulfil his/her obligations, s/he must immediately inform the Commission.

V.3 The Expert shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the contract under the laws and regulations in force at the place where the tasks assigned to it are to be executed.

V.4 The Expert shall neither represent the Commission nor behave in any way that would give such an impression. The Expert shall inform third parties that it does not belong to the European public service.

¹ Or local currency where the receiving country does not allow transactions in EUR.

² By a document issued or certified by the bank.

³ BIC code for countries with no IBAN code.

ARTICLE VI – PAYMENTS

- VI.1** The Commission will make payments within 30 calendar days of receiving the completed payment request(s).
- VI.2** Payments are subject to the Commission’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.
- VI.3** Payments will be made in euros. Conversions between the euro and other currencies will be made according to the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), applicable on the day on which the Commission draws up the payment order.
- VI.4** Payments will be made to the bank account specified in Article IV.
- VI.5** The Commission’s payments are deemed to be carried out on the date on which its account is debited.
- VI.6** The costs of the transfer shall be borne in the following way:
- (a) costs of dispatch charged by the bank of the Commission shall be borne by the Commission,
 - (b) cost of receipt charged by the bank of the Expert shall be borne by the Expert,
 - (c) costs of repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.
- VI.7** The Commission is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The Expert shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT exemption.

- VI.8** The Commission may suspend the payment periods at any time by notifying the Expert that the reimbursement cannot be processed, either because it does not comply with the provisions of the contract, or because the appropriate documents have not been produced.

The Commission shall inform the Expert in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the Commission. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the Expert may request the Commission to justify the continued suspension.

VI.9 On expiry of the payment periods, and without prejudice to Article VI.8, the Expert is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus eight points. The reference rate shall be 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 VI.8 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment. However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the Expert only upon request submitted within two months of receiving late payment.

ARTICLE VII – PROCESSING OF PERSONAL DATA

VII.1 Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

VII.2 The Expert shall have the right to access his/her personal data and the right to rectify any such data. The Expert should address any queries concerning the processing of his/her personal data to the data controller.

VII.3 The Expert shall have right of recourse at any time to the European Data Protection Supervisor.

VII.4 Where the contract requires the processing of personal data by the Expert, the Expert may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his/her rights.

VII.5 The Expert shall grant his/her personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the contract.

VII.6 The Expert undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;

- (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, 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 Commission;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design his/her organisational structure in such a way that it meets data protection requirements.

ARTICLE VIII – OWNERSHIP OF THE RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

VIII.1 The ownership of the results shall be fully and irrevocably acquired by the Union under this contract. Those rights in the results may include any rights in any of the results listed in this contract, including copyright and other intellectual or industrial property rights, produced in performance of the contract. The Commission may exploit them as stipulated in this contract. All the rights shall be acquired by the Union from the moment the results are delivered by the Expert and accepted by the Commission. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the Expert to the Union.

The payment of the price as set out in the Expert contract is deemed to include any fees payable to the Expert in relation to the acquisition of rights by the Union including all forms of use of the results. The acquisition of rights by the Union under this contract covers all territories worldwide.

VIII.2 The Union shall not acquire ownership of the pre-existing rights. The Expert shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union. The Commission may use them for its own purposes, for distribution to the public or for any modification including by third parties in the name of the Commission. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the Commission.

The licensing of pre-existing rights to the Union under this contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

VIII.3 The Union shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (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 Commission.

VIII.4 By delivering the results the Expert warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the Expert to the Commission.

VIII.5 When making use of the results, the Expert shall declare that s/he has been produced within a contract with the Union and that the opinions expressed are those of the Expert only and do not represent the Commission's official position. The Commission may waive this obligation in writing.

ARTICLE IX – REDUCTION OR REJECTION OF FEES

IX.1 The Commission may reject (parts of) the fees if they do not fulfil the conditions set out in Article II, III and Annex I.

The Commission 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 – see Annex III).

IX.2 The Commission 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 Commission does not accept these observations, it will formally notify confirmation of the rejection or reduction.

ARTICLE X – RECOVERY OF UNDUE AMOUNTS

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

X.2 The Commission 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 Commission does not accept these observations, it will confirm recovery by formally notifying a 'debit note' that specifies the payment terms and date.

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

X.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 eight 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*.

X.5 If the Expert does not repay the requested amount by the date specified in the debit note, the Commission 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.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

ARTICLE XI – SUSPENSION OF THE CONTRACT

XI.1 The Commission may suspend implementation of the Contract or any part of it, if the Expert is not able to fulfil his/her obligations to carry out the work required.

XI.2 The Commission 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 Commission does not accept these observations, it will formally notify confirmation of the suspension.

XI.3 The suspension will take effect on the date the notification is sent by the Commission.

XI.4 If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

The Commission will formally notify the Expert if the suspension is lifted and the Contract will be amended if necessary, unless it has been terminated.

Expenses incurred while the contract is suspended are not eligible for reimbursement.

XI.5 The Expert may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The Expert shall inform the Commission about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the contract.

Once the circumstances allow resuming performance, the Expert shall inform the Commission immediately, unless the Commission has already terminated the contract.

XI.6 The Commission may suspend the performance of the contract or any part thereof:

- (a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the Expert receives formal notification, or at a later date provided in the notification. The Commission shall give notice as soon as possible to the Expert to resume the suspended tasks or inform the Expert that it is proceeding with the termination of the contract. The Expert shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

ARTICLE XII – TERMINATION OF THE CONTRACT

XII.1 The Commission may at any moment terminate the Contract if the Expert

- (a) is not performing his/her tasks or is performing them poorly or
- (b) has committed substantial errors, irregularities or fraud, or is in serious breach of his/her obligations under the Contract, including false declarations and obligations relating to the Code of Conduct
- (c) in the event of force majeure notified in accordance with Article XIV or if the performance of the contract has been suspended by the Expert as a result of force majeure, notified in accordance with Article XI, where resuming performance is impossible
- (d) if the Expert has been found guilty of professional misconduct proven by any means
- (e) if the Expert is not in compliance with his/her obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which s/he is established or with those of the country of the applicable law of this contract or those of the country where the contract is to be performed

XII.2 The Commission 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 Commission does not accept these observations, it will formally notify confirmation of the termination.

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

- XII.4** The Expert may at any moment terminate the Contract if s/he is not able to fulfil their obligations in carrying out the work required.
- XII.5** The Expert must formally notify the Commission and include the reasons why by giving 15 days' notice.
- XII.6** The termination will take effect on the date the Commission will formally notify confirmation of the termination.
- XII.7** Only fees for days actually worked and expenses for travel actually carried out before termination may be paid. 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.

ARTICLE XIII – LIABILITY FOR DAMAGES

- XIII.1** The Expert shall be solely responsible for complying with any legal obligations incumbent on it.
- XIII.2** The Commission shall not be held liable for any damage caused or sustained by the Expert, including any damage caused by the Expert to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.
- XIII.3** The Expert shall be held liable for any loss or damage sustained by the Commission in performance of the contract, and for any claim by a third party, but only to an amount not exceeding the total amount of the contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Expert, the Expert shall have unlimited liability for the amount of the damage or loss.
- XIII.4** The Expert shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The Expert shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Expert during the performance of the contract. In the event of any action brought by a third party against the Commission in connection with the performance of the contract, including any alleged breach of intellectual property rights, the Expert shall assist the Commission. Such expenditure incurred by the Expert may be borne by the Commission.

ARTICLE XIV – FORCE MAJEURE

- XIV.1** "Force majeure" means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part or on the part of subcontractors, and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making

them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

- XIV.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- XIV.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
- XIV.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE XV – GENERAL ADMINISTRATIVE PROVISIONS

- XV.1** Any communication relating to the contract or to its performance shall be made in writing and shall bear the contract number. Any communication is deemed to have been made when it is received by the receiving party, unless otherwise provided for in this contract.
- XV.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in the contract. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.
- XV.3** Mail sent using the postal services is deemed to have been received by the Commission on the date on which it is registered by the department responsible referred to in the contract.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

Commission:

European Commission
Directorate-General Education and Culture
Culture and Creativity
Creative Europe Programme Culture
J-70 1/098
BE – 1049 Brussels

Functional mailbox: EAC-ECOC@ec.europa.eu

Expert:

Mr/Mrs/Ms [complete]

[Address in full]

ARTICLE XVI – CHECKS AND AUDITS

- XVI.1** The Commission and the European Anti-Fraud Office may check or have an audit on the performance of the contract. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.
- XVI.2** Such checks and audits may be initiated during performance of the contract and during a period of five years which starts running from the date of the payment of the balance.
- XVI.3** The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the Commission. Audits shall be carried out on a confidential basis.
- XVI.4** The Expert shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.
- XVI.5** The Expert shall allow the Commission's staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The Expert shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.
- XVI.6** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the Expert, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the Expert within 60 days following the expiry of that deadline.
- XVI.7** On the basis of the final audit findings, the Commission may recover all or part of the payments made and may take any other measures which it considers necessary.
- XVI.8** By virtue of 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 and Regulation (EC) No. 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the Commission.

XVI.9 The Court of Auditors shall have the same rights as the Commission, notably right of access, for the purpose of checks and audits.

ARTICLE XVII – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

XVII.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

XVII.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

SIGNATURES

For the Expert,

For the Commission,

Michel Magnier, Director

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

Annex I to the model contract for external experts

Provisional planning

ECoC year	Nature of task	Number of experts	Indicative dates	Location	Indicative No of preparatory workdays at remote place	Indicative No of workdays at location

The reports shall be submitted to the Commission in accordance with the terms settled in the European Capitals of Culture Decision 445/2014/EC.

Annex II to the template contract for external experts

Conflict of Interest and Confidentiality Declaration

I, the undersigned, confirm that I have read, understood and accepted the code of conduct for expert evaluators established in Annex III to the contract sent by the Commission related to the performance of the evaluation tasks.

I declare that my participation in the evaluation of the following proposal(s) could create a conflict of interest:

Title Field

.....
.....
.....
.....

In particular, I undertake to inform the Commission staff immediately if I discover any conflict of interest, direct or indirect, with any proposal that I am asked to evaluate or which is the subject of discussion in any evaluation meeting at which I am present. A conflict of interest is any situation likely to compromise the impartial and objective execution of the Contract arising inter alia from economic interests, political or national allegiances, family or emotional ties, or any other relations or shared interests.

I also declare that I will not reveal any detail of the evaluation process and its outcomes or of any proposal submitted for evaluation without the express written approval of the Commission. In case of evaluation carried out outside Commission controlled premises, I understand that I 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 the evaluation, unless otherwise instructed.

Signed.....

Name.....

Date.....

Annex III to the template contract for external experts

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 experts must:
 - (a) carry out their tasks in a confidential and fair way,
 - (b) assist the Commission or relevant service to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - (c) follow any instructions and time-schedules given by the Commission 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.
4. If a legal entity involved with a city approaches the expert during the evaluation, s/he must immediately inform the Commission or relevant service.

ARTICLE 2 – OBLIGATIONS OF IMPARTIALITY

1. The expert must perform their work **impartially**. To this end, the expert is required to:
 - (a) take all necessary measures to prevent any situation of conflict of interest;
 - (b) inform without delay the Commission or relevant service of any conflicts of interest arising in the course of their work;
 - (c) confirm there is no conflict of interest for each city s/he is evaluating by signing a declaration.
2. **Definition of the conflict of interest:** Such situation arises where the impartial and objective performance of the Contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
3. **Consequences of conflicts of interest**

If a conflict becomes apparent at any stage, the expert must immediately inform the Commission or relevant service staff. If it is revealed during an evaluation that an expert has knowingly concealed a conflict of interest, the expert will be immediately excluded, and sanctions may apply according to the EU Financial Regulation and its implementing rules).

**EUROPEAN CAPITALS OF CULTURE
DATE, PLACE, COUNTRY
MEETING**

Payment and Reimbursement Form

Date:

Contract number: EAC-XXXX-2014

Family name:

First name:

Address:

City:

Postal code:

Country:

Payment of expert fees to cover the attendance to the meeting which took place in _____ from
to 2014 = **EUR**

Payment of expert fees to cover the preparatory work of _____ files = **EUR**

Payment of expert fees to cover the elaboration of reports = **EUR**

Payment of expert fees to cover the consolidation and final writing of reports (Chairperson)=
EUR

Payment of per diem to cover on-site expenses during the visit which took place in
from _____ to 2014 = **EUR**

Reimbursement of travel expenses (according to supporting documents) = **EUR**

TOTAL: EUR

Signature

Bank name:

Bank Address:

International Bank Account Number (IBAN):

BIC/Swift Code:

Annex V to the template contract for external experts

Reimbursement rules of travel expenditures and allowances

The rules are as follows:

- a. for distances of less than 400 km (one way, according to official distance by rail): - train travel (1st class); the original ticket has to be presented with the final declaration of expenses; - travel by private car shall be reimbursed at the price of the train travel (1st class) or, if there is no train travel for this journey, on the current rate of EUR 0.22 per km.
- b. for distances of more than 400 km: economy class air travel.

As a general rule, the most economical means of travelling and the most direct journey have to be chosen. Taxi fares shall not be reimbursed, except specific decision by DG EAC of the Commission.

A full daily allowance will be paid to Panel members residing over 100 kilometres from the city where the meeting or visit is organised. The daily allowance paid for each day of the meeting is a flat rate to cover all expenditure at the place where the meeting or visit is held, including for example meals and local transport (bus, tram, metro, taxi, parking, motorway tolls, etc.) as well as travel and accident insurance and civil liability insurance. If the place of departure is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%.

Experts who have to spend one or more nights at the place where the meeting or visit is held due to the fact that the times of the meeting or visit in question are incompatible with the times of flights or trains shall also be entitled to an accommodation allowance, provided that accommodation's costs have actually incurred.

The rates for the daily and accommodation allowances are those valid at the moment of the travel (see below).

The current daily allowance for meeting in Brussels is EUR 92 and the accommodation allowance is EUR 140 per night.

Daily allowance and accommodation allowance (in EUR)

DESTINATION	Daily allowance	Accommodation allowance
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Cyprus	93	145
Croatia	60	120
Czech Republic	75	155
Denmark	120	150
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Ireland	104	150
Italy	95	135
Latvia	66	145
Lithuania	68	115
Luxembourg	92	145
Malta	90	115
Netherlands	93	170
Poland	72	145
Portugal	84	120
Romania	52	170
Slovakia	80	125
Slovenia	70	110
Spain	87	125
Sweden	97	160
United Kingdom	101	175