



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MARITIME AFFAIRS AND FISHERIES

Fisheries Policy Atlantic, North Sea, Baltic and Outermost Regions
The Director

2

EXPERT CONTRACT

CONTRACT STECF n. 2569

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

on the one part,

The European Union ('the Union'), represented by the European Commission ('the contracting party'), represented for the purposes of signing this Contract by Mr Fabrizio Donatella, Director of the Directorate C for Fisheries Policy Atlantic, North Sea, Baltic and Outermost Regions, Directorate-General for Maritime Affairs and Fisheries.

and on the other part,

Jose Ernesto Gamito Jardim

Av Herbert Hoover 35

1030 Schaerbeek

Belgium

ernesto.jardim@gmail.com

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

2

TERMS AND CONDITIONS

CHAPTER 1 - GENERAL	3
ARTICLE 1 - SUBJECT OF THE CONTRACT	3
ARTICLE 2 - WORKING ARRANGEMENTS	3
CHAPTER 2 - SPECIAL ALLOWANCES	3
ARTICLE 3 - SPECIAL ALLOWANCES	3
CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES	3
ARTICLE 4 - PERFORMANCE OF THE CONTRACT	3
ARTICLE 5 - KEEPING RECORDS — SUPPORTING DOCUMENTATION	4
ARTICLE 6 - REQUEST FOR PAYMENT	4
ARTICLE 7 - BANK ACCOUNT	4
ARTICLE 8 - PAYMENTS	4
ARTICLE 9 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)	5
ARTICLE 10 - PROCESSING OF PERSONAL DATA	6
1. <i>Processing of personal data by the contracting party</i>	6
2. <i>Processing of personal data by the expert</i>	6
ARTICLE 11 - CHECKS, AUDITS AND INVESTIGATIONS	7
CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS	7
ARTICLE 12 - SUSPENSION OF THE PAYMENT TIME LIMIT	7
ARTICLE 13 - REDUCTION OF SPECIAL ALLOWANCES OR REJECTION OF SPECIAL ALLOWANCES	8
ARTICLE 14 - RECOVERY OF UNDUE AMOUNTS	8
ARTICLE 15 - TERMINATION OF THE CONTRACT	9
ARTICLE 16 - LIABILITY FOR DAMAGES	9
ARTICLE 17 - FORCE MAJEURE	10
CHAPTER 5 - FINAL PROVISIONS	10
ARTICLE 18 - COMMUNICATION BETWEEN THE PARTIES	10
ARTICLE 19 - AMENDMENTS TO THE CONTRACT	11
ARTICLE 20 - APPLICABLE LAW AND DISPUTE SETTLEMENT	11
ARTICLE 21 - ENTRY INTO FORCE	11

2

CHAPTER 1 - GENERAL

ARTICLE 1 - SUBJECT OF THE CONTRACT

The expert is asked to act as a 'rapporteur',

to write the report of the group or sub-group meetings following the meetings, according to Article 3 of the ANNEX to Commission decision C(2016)1084 of 25 February 2016 setting up a Scientific, Technical and economic Committee for Fisheries (STECF).

ARTICLE 2 - WORKING ARRANGEMENTS

1. The expert's work starts on the day after which the last party signs and cannot exceed 5 working days. The expert may not under any circumstances start work before the date on which this Contract enters into force in accordance with Article 21.
2. The indicative planning and number of working days for accomplishing the tasks are as follows:
 - **Up to 5 working days** to write the report of the group or sub-group meetings following the meeting to take place from 6 September 2025 to 12 September 2025.
 - The expert must submit the report by **26 September 2025** at the latest.
 - The expert must perform all tasks in accordance with Annex 2.

CHAPTER 2 - SPECIAL ALLOWANCES

ARTICLE 3 - SPECIAL ALLOWANCES

1. The expert is entitled to a special allowance of EUR 450 for each full day actually worked in accordance with Article 2.
2. The total amount of the special allowances is calculated to the nearest half day.
3. The maximum amount of special allowances paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.

CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 4 - 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:

7

- 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 5 - 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 6 - REQUEST FOR PAYMENT

1. To obtain its special allowances, the expert must submit a request for payment or invoice 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.
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 7 - BANK ACCOUNT

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

Name of bank: EJ KBC

Full address of branch: *AV. DU ROI CHEVALIER 56, 1200 BRUSSELS, BELGIUM*

Exact designation of account holder: GAMITO JARDIM JOSE

Full account number including codes: BE29 733 065 061 364

ARTICLE 8 - 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 9 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

1. The Union 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 Union 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 Union.

- 
2. The Union 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 Union 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 10 - 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 (EU) 2018/1725.

Such data will be processed by the Directorate-General for Maritime Affairs and Fisheries - Unit C3 -Scientific Advice and Data Collection ('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 their 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 to object to the processing of their personal data, which is lawfully carried out pursuant to Article 5(1)(a) of Regulation (EU) 2018/1725, on grounds relating to their particular situation.


The expert has the right of recourse to the European Data Protection Supervisor (cdps@edps.europa.eu).

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 11 - 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 2185/96¹ and Regulation No 883/2013² (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 Regulation ((EU, Euratom) 2018/1046³, 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 special allowances 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.

¹ 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).

² 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).

³ Regulation (EU, Euratom) No 2018/1046 on the financial rules applicable to the general budget of the Union, repealing Regulation (EU, Euratom) No 966/2012 (2012 Financial Regulation).

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 12 - 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.

ARTICLE 13 - REDUCTION OF SPECIAL ALLOWANCES OR REJECTION OF SPECIAL ALLOWANCES

1. The contracting party may reject (parts of) the special allowances if the expert does not fulfil the tasks set out in Article 2;
2. The contracting party may reduce the special allowance 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 14 - 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.

7

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 EU institutions or an executive agency (from the EU or Euratom) budget without the expert's consent.

ARTICLE 15 - 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 special allowances 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 16 - 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.

7

ARTICLE 17 - 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 18 - COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must:
 - be made in writing and
 - bear the Contract's number;

Formal notifications must be made by registered mail with return receipt or equivalent, or by equivalent electronic means.
2. Communications to the contracting party must be sent to the following address:
MARE-STECEF@ec.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 19 - AMENDMENTS TO THE CONTRACT

1. In justified cases 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 20 - APPLICABLE LAW AND DISPUTE SETTLEMENT

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

ARTICLE 21 - ENTRY INTO FORCE

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

Done in one copy in English.

Expert: Jose Ernesto Gamito Jardim

For the contracting party,
Fabrizio Donatella, Director

Date: 13/08/2025

Date:

Signature:

Signature:

