



MODEL CONTRACT FOR EXTERNAL EXPERTS

CONTRACT NUMBER – *[complete]*

The **SESAR JOINT UNDERTAKING** (hereinafter referred to as "the SJU"), a joint undertaking within the meaning of Article 187 of the Treaty on the Functioning of the European Union, set up by Council Regulation (EC) No 219/2007 of 27 February 2007 on the establishment of a Joint Undertaking to develop the new generation European air traffic management system (SESAR), as amended by Council Regulation (EC) 1361/2008 of 16 December 2008,

Located at 100 - Avenue de Cortenbergh, BE - 1000 Brussels, Belgium,

Represented for the purpose of signing this Agreement by Mr. Patrick KY, its Executive Director,

of 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"),

of the other part,

HAVE AGREED

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

- Annex I: Provisional planning and description of tasks**
- Annex II: Declaration of independence, commitment, confidentiality and absence of conflict of interest**
- Annex III: Code of conduct for experts acting as evaluators**
- Annex IV: Payment and reimbursement of expenses forms**
- Annex V: Rules on the reimbursement of expenses incurred by external experts**

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes.

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 SJU.

ARTICLE I – SUBJECT

The subject of the Contract is [short description of subject including the tasks to be carried out and the title of the programme/project to be assisted].

The Expert shall perform the tasks as defined in Annex I.

ARTICLE II - DURATION

II.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.

II.2 The duration of the tasks shall not exceed [working days] (maximum number of working days). Execution of the tasks shall start from [*date of entry into force of the Contract*] or [indicate]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

[The maximum number of times you may be requested to participate in meetings under this agreement, involving separate trips to the SJU evaluation premises, is [complete]].

[The maximum number of days performed at the SJU premises is [complete] days.]

[The maximum number of days you may be requested to perform remote evaluation at [home] or [place of performance complete] is [complete] days.]

II.3 The provisional planning attached in Annex I stipulates:

[The periods of the remote evaluation, which shall be carried out at [home] or [place of performance complete].]

The dates by which deliverable(s) or report(s) should be submitted to the SJU.

The dates and address of the evaluation.

The point of origin for travel under this agreement is the place of residence as indicated in the address above.

ARTICLE III – CONTRACT PRICE AND REIMBURSEMENTS

III.1 The Expert is entitled to a payment of [450]¹ € (Euros) in the form of a ***lump sum*** for each full working day spent assisting the SJU's services. The total payment will be calculated to the nearest half day. The payment is made in Euros. The overall price shall not exceed the amount corresponding to the maximum number of working days stipulated in the first paragraph of Article II.2².

III.2 The SJU reserves the right to refuse payment or to apply liquidated damages 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 independence, commitment, confidentiality and absence of conflict of interest (Annex II).

The SJU reserves the right to refuse payment or to apply liquidated damages for any report or other deliverable required by the Contract that is submitted beyond the date specified above under Article II.2.

The SJU 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 independence, commitment, confidentiality and absence of conflict of interest (Annex II).

III.3 Arrangements as regards payment and reimbursement are between the Expert and the SJU, 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 SJU will not intervene in this agreement.

¹ The amount is as set forth in and subject to any relevant change of the "Rules for submission of proposals, and the related evaluation, selection and award procedures - Version 3, 21/08/2008" - COM(2008)4617).

² The Expert may decide to renounce payment of any sums due to him/her, especially if receipt of such sums were inconsistent with contractual obligations with any third parties or any other legal obligations.

To obtain the payment of the performed days and/or the reimbursement of the expenses, the Expert will be required to send to the SJU at the address of the SJU specified in Article V of this Contract, the duly completed and signed forms (Annex IV) together with all required supporting documents, within 60 days from the last day of meeting or of remote evaluation for each evaluation session, whichever is the latest.

III.4 In addition to the amount specified in Article III.1, travel and subsistence expenses directly connected with execution of the tasks shall be reimbursed in accordance with the Rules on the reimbursement of expenses incurred by external experts (Annex V).

ARTICLE IV – BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in Euros³, identified⁴ as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
IBAN⁵ code: [complete]

ARTICLE V – GENERAL ADMINISTRATIVE PROVISIONS

Any general communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the SJU on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

SJU:

SESAR Joint Undertaking
Directorate Administration and Finance
100, Avenue de Cortenbergh
BE-1000 Brussels

Expert:

Mr/Mrs/Ms [complete]
[Address in full]

All communication with regard to the performance of the tasks under the Contract shall be sent to and all necessary information and documentation will be supplied by [name, function and contact

³ Or local currency where the receiving country does not allow transactions in EUR.

⁴ By a document issued or certified by the bank.

⁵ BIC code for countries with no IBAN code.

details of the relevant person] after the signature of the Contract and the return of the Declaration in Annex II signed.

ARTICLE VI - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

VI.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 General Court of the European Union.

ARTICLE VII – OTHER SPECIAL CONDITIONS

The Contract does not establish any link of subordination between parties which could lead to an employment contract. As a consequence:

- the expert is not bound to specific working hours;
- the expert is not bound to dedicate all his time to the execution of the present contract and may work under any form he wishes for other employers;
- the expert organises his activities;
- the expert will be responsible for all social and fiscal obligations applicable to independent workers in the country of residence.

ARTICLE VIII – GENERAL CONDITIONS

This Contract is governed by the General Conditions of the Contract published on the SJU's Internet at:

<http://www.sesarju.eu/sites/default/files/documents/procurements/low-value-terms.pdf>.

Any reference in these General Conditions to the "purchase order" shall be understood as a reference to the present "Contract". Any reference to the "Contractor" shall be understood as a reference to the "Expert".

SIGNATURES

For the Expert,

For the SJU,
Patrick KY,
Executive Director

signature: _____

signature: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

Annex I to the model contract for external experts

PROVISIONAL PLANNING AND DESCRIPTION OF TASKS

Annex II to the model contract for external experts

**DECLARATION OF INDEPENDENCE, COMMITMENT, CONFIDENTIALITY AND
ABSENCE OF CONFLICT OF INTEREST**

I, the undersigned _____ in my function of
_____ of the SESAR Joint Undertaking,

[hereby confirm that I have read, understood and accepted the code of conduct for expert evaluators established in Annex III.]

hereby undertake not to be bound by any instructions and shall be completely independent in the performance of my duties, in the general interest of the SESAR Joint Undertaking.

hereby undertake to keep the activities and business of the SESAR Joint Undertaking confidential, with particular regard to its working methods, experiments and inventions. The same applies to information I might acquire, directly or indirectly, in the pursuance of my activities on behalf of the SESAR Joint Undertaking. The obligation to confidentiality applies both during and after the term of the appointment, and for whatever reason. At the end of the appointment, I undertake to return to the SESAR Joint Undertaking all documentation that would generally be in my possession and that is in any way related to the activity of the SESAR Joint Undertaking. I shall also respect the confidential nature of the opinions expressed by other members during discussions in meetings or provided in written form.

hereby undertake to inform the SESAR JOINT UNDERTAKING immediately if I discover any disqualifying or potential conflict of interest with any task that I am assigned to perform. In particular, I declare that my participation in the following tasks could create a conflict of interest (please indicate whether this would be a "disqualifying" or "potential" conflict of interest):

Short title	Title	Area	disqualifying (D) or potential (P)
.....
.....
.....
.....
.....

DONE IN

ON

SIGNATURE:

Annex III to the model contract for external experts

CODE OF CONDUCT FOR EXPERT EVALUATORS

1. The task of an evaluator is to participate in a confidential, fair and equitable evaluation of each proposal according to the procedures described in any programme-specific evaluation document. He/she must use his/her best endeavours to achieve this, follow any instructions given by the SJU to this end and deliver a constant and high quality of work.
2. The evaluator shall work as an independent person. He/she is deemed to work in a personal capacity and, in performing the work, does not represent any organisation.
3. The independent evaluator must sign a declaration of independence, commitment, confidentiality and absence of conflict of interest before starting the work, by which he/she accepts the present Code of Conduct. Invited experts who do not sign the declaration will not be allowed to work as evaluators.
4. In doing so, the expert evaluator commits him/herself to strict confidentiality and impartiality concerning his/her tasks. If an evaluator has a direct or indirect link with a proposal, or any other vested interest, is in some way connected with a proposal, or has any other allegiance which impairs or threatens to impair his/her impartiality with respect to a proposal, he/she must declare such facts to the responsible SJU staff member as soon as he/she becomes aware of this. In addition the expert shall sign a declaration before the start of evaluation of proposals that he/she examines for the SJU stating that no conflicts of interest for the particular proposal/s exist. The SJU shall ensure that, where the nature of any link is such that it could threaten the impartiality of the evaluator, he/she does not participate in the evaluation of that proposal, and, if necessary, competing proposals.
5. Evaluators may not discuss any proposal with others, including other evaluators or SJU staff members not directly involved in the evaluation of the proposal, except during the formal discussion at the meetings moderated by or with the knowledge and agreement of the responsible SJU staff member.
6. Evaluators may not communicate with proposers, except in the case of hearings organised by the SJU as part of the evaluation process. No proposal may be amended during the evaluation session. Evaluators' advice to the SJU on any proposal may not be communicated by them to the proposers or to any other person.
7. Evaluators are not allowed to disclose the names of other evaluators participating in the evaluation. The SJU may make public lists of names of appointed evaluators at regular intervals without indicating which proposals they have evaluated.
8. Where it has been decided that proposals are to be posted or made available electronically to evaluators, who then work from their own or other suitable premises, the evaluator will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and returning, erasing or destroying all confidential documents or files upon completing the evaluation as instructed. In such instances, evaluators may seek further information (for example through the internet, specialised databases, etc.) in order to allow them to complete their examination of the proposals, provided that the obtaining of such information respects the overall rules for confidentiality and impartiality. Evaluators may not show the contents of proposals or information on proposers to third parties (e.g. colleagues, students, etc.) without the express written approval of the Commission. It is strictly forbidden for evaluators to make contact with proposers.
9. Where the evaluation takes place in an office or building controlled by the SJU, evaluators are not allowed to take outside the evaluation building any parts of proposals, copies or notes, either on paper or in electronic form, relating to the evaluation of proposals. Evaluators may be given the possibility

of seeking further information (for example through the internet, specialised databases, etc.) to allow them to complete their examination of the proposals, but they may not contact third parties without the express consent of the SJU staff member supervising the evaluation.

10. Evaluators are required at all times to comply strictly with any rules laid down by the SJU for ensuring the confidentiality of the evaluation process and its outcomes. Failure to comply with these rules may result in exclusion from the immediate and future evaluation processes, without prejudice to liabilities and penalties that may derive from other applicable Regulations.

Annex IV to the model contract for external experts

PAYMENT AND REIMBURSEMENT OF EXPENSES FORMS

(Please, note that the relevant forms are as follows: (a) the enclosed Excel form “Application for reimbursement”, (b) Legal entities’ form (available at: <http://www.sesarju.eu/about/procurement>), (c) Financial identification form (available at: <http://www.sesarju.eu/about/procurement>)

Annex V to the model contract for external experts

RULES ON THE REIMBURSEMENT OF EXPENSES INCURRED BY EXTERNAL EXPERTS

ARTICLE 1

(1) These rules shall apply to:

- (a) anyone from outside the SJU who has been selected and requested by the SJU to give a specific professional opinion in a committee, an expert group or by personal invitation, wherever the location of the meeting;
- (b) anyone responsible for accompanying a disabled person who has been invited by the SJU in an expert capacity.

(2) Experts may be private-sector experts or government experts:

- (a) Private-sector experts are individuals who represent civil society or work for a private organisation who have been invited to give the SJU the benefit of their personal expertise or to represent their organisations in a specific area..
- (b) Government experts are individuals who have been invited as representatives of a national, regional or local public authority of a Member State or who have been appointed by such an authority to defend the point of view of their country of origin on a particular issue.

Such individuals are members of a ministry, authority or public body and may lose their status only after they have provided proof that they have ceased to work in their country's public service.

ARTICLE 2

The SJU shall not be liable for any material, non-material or physical damage suffered by invited experts or those responsible for accompanying a disabled expert in the course of their journey to or stay in the place where the meeting is held, unless such harm is directly attributable to the SJU. In particular, invited experts who use their own means of transport for travelling to such meetings shall be entirely liable for any accidents that they might cause.

ARTICLE 3

- (1) All experts shall be entitled to the reimbursement of their travel expenses from the place specified in their invitation (work or home address) to the place of the meeting, by the most appropriate means of transport given the distance involved. In general, for journeys of less than 400 km (one way, according to official distance by rail) this shall be first-class rail travel, and for distances of more than 400 km economy class air travel.

- (2) The authorising officer for commitments shall specifically try to ensure that meetings are organised in such a way as to enable experts to benefit from the most economical travel rates.

The authorising officer for payments shall scrutinise particularly closely any requests for reimbursement involving abnormally expensive flights. He shall have the right to carry out any checks that might be needed and to request any proof from the expert required for this purpose. He shall also have the right, where it appears to be justified, to restrict reimbursement to the rates normally applied to the usual journey from the expert's place of work or residence to the meeting place.

- (3) Travel expenses shall be reimbursed on presentation of original supporting documents: tickets and invoices or, in the case of online bookings, the printout of the electronic reservation and boarding cards for the outward journey. The documents supplied must show the class of travel used, the time of travel and the amount paid.
- (4) The cost of travel by private car shall be reimbursed at the same rate as the first-class rail ticket.
- (5) If the route is not served by a train the cost of travel by private car shall be reimbursed at the rate of EUR 0.22 per km.
- (6) Taxi fares shall not be reimbursed.

ARTICLE 4

- (1) The daily allowance paid for each day of the meeting is a flat rate to cover all expenditure at the place where the meeting is held, including for example meals and local transport (bus, tram, metro, taxi, parking, motorway tolls, etc.), as well as travel and accident insurance.
- (2) The daily allowance shall be EUR 92.00.
- (3) If the place of departure cited in the invitation is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%.
- (4) 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 trains⁶, shall also be entitled to an accommodation allowance. This allowance shall be EUR 100.00 per night. The number of nights may not exceed the number of meeting days + 1.

⁶ As a general rule, experts cannot 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).

- (5) An additional accommodation allowance and/or daily allowance may, exceptionally, be paid if prolonging the stay would enable the expert to obtain a reduction in the cost of transport worth more than the amount of these allowances.

ARTICLE 5

Where, taking into account any expenses incurred by disabled experts as a result of their disability or any person accompanying them, the allowances provided for in Article 4 appear to be clearly inadequate, the expenses shall be reimbursed at the request of the responsible authorising officer on presentation of supporting documents.

ARTICLE 6

- (1) Unless stated otherwise in the letter of invitation and the request to organise the meeting, private-sector experts shall be entitled to a daily allowance for each day of the meeting and, where appropriate, an accommodation allowance, on condition that they declare on their honour that they are not receiving a similar allowance or similar allowances from the same institution or another Community institution for the same visit. The responsible authorising officer shall ensure consistency between the content of the letters of invitation and the request to organise the meeting.
- (2) Government experts shall receive a daily allowance for each day of the meeting and, where appropriate, an accommodation allowance, provided that provision for this is made in the rules of procedure of the committee or expert group and on condition that they declare on their honour that they are not receiving a similar allowance or similar allowances from their own administration for the same visit.
- (3) The authorising officer may, by reasoned decision and on presentation of supporting documents, authorise the reimbursement of expenses which invited experts have had to incur as a result of special instructions they have received in writing.
- (4) All reimbursements of travel expenses, daily allowances and/or accommodation allowances shall be made to one and the same bank account.
- (5) Reimbursements of the costs of government experts shall be paid into an account in the name of the Member State, one of its ministries or a public body, in the absence of any derogation from the Member State, one of its ministries or a public body.

ARTICLE 7

- (6) National, regional or local public officials may only be invited in a personal capacity in special cases, duly justified by the authorising officer, unless the instrument establishing the committee expressly states that its members will participate in its work in a personal capacity.

ARTICLE 8

- (1) The payment order shall be drawn up on the basis of the request for reimbursement, duly completed and signed by the expert and by the secretary of the meeting responsible for certifying the expert's presence.

- (2) Experts must provide the SJU with the documents necessary for their reimbursement, as required by the financial rules applicable in the SJU in the, by letter, fax or e-mail postmarked or dated no later than 30 calendar days after the final day of the meeting.
- (3) The SJU shall reimburse the experts' expenses within the period laid down in the rules implementing the Financial Regulation.

Unless the expert can provide a proper justification that is accepted by reasoned decision by the responsible authorising officer, failure to comply with paragraph 2 shall absolve the SJU from any obligation to reimburse travel expenses or pay any allowances.

ARTICLE 9

- (1) Travel expenses shall be reimbursed in euros, where appropriate at the rate of exchange applying on the day of the meeting.
- (2) The daily allowance and, where appropriate, the accommodation allowance, shall be reimbursed in euros at the flat rate applicable on the day of the meeting. The daily allowance and accommodation allowance shall be adjusted every two years in line with changes in the cost of living in Brussels, by decision of the Commission with effect from 1 January.

ARTICLE 10

This decision replaces any other decision taken by the SJU on rules on the reimbursement of expenses incurred by external experts.