

## EXTERNAL EXPERT CONTRACT

CONTRACT NUMBER – 20XX/EMSA/CEI/1/2021- [x]

The European Maritime Safety Agency (hereinafter referred to as "EMSA"), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration No.: 507 685 326, for the purposes of signing this contract represented by *name, job title*

on the one part, and

[Mr/Ms XXXXXX]

[Identification number]

[Address]

(hereinafter referred to as " External Expert"),

on the other part,

HAVE AGREED

the Special Conditions, the General Conditions and the following Annexes:

**Annex I:** Specifications

**Annex II:** Declaration of absence of conflict of interest and confidentiality

**Annex III:** Code of conduct for External Experts

**Annex IV:** Request for Payment Form

**Annex V:** Applicable Rules for Reimbursement

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 EMSA.

## I – SPECIAL CONDITIONS

### ARTICLE I – SUBJECT MATTER

- I.1. The subject of the Contract is *subject of task to be inserted* within the framework of the Call for Expression of Interest EMSA/CEI/1/2021 published on the website of the Agency on *[insert date]*.
- I.2. The External Expert shall execute the tasks described in the Specifications (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]* *[on [insert date] if it has already been signed by both parties]*.
- II.2 The Contract is concluded for a period of *[complete in figures and in words]* months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- II.3 The duration of the execution of tasks shall not exceed *[complete in figures and in words]* **working days** (maximum number of working days) distributed over the duration of the contract. The period of execution tasks may be extended only with the express written agreement of the parties before such period elapses.

### ARTICLE III – CONTRACT PRICE, PAYMENTS AND REIMBURSEMENTS

- III.1 The External Expert is entitled to a payment of EUR *[amount in figures and in words]* in the form of a daily fee of EUR 400 for each full working day (8 hours) of services provided. For less hours than a full day, the External Expert is entitled to the corresponding *pro rata* amount of the daily fee. The payment is made in Euro.
- III.2 Payment arrangements are executed directly between the External Expert and EMSA, even if the External Expert is employed by another entity. To obtain the payment of the days actually worked, the External Expert shall send by e-mail to EMSA the duly completed and signed Request for Payment Form (Annex IV) together with all required supporting documents and respective deliverables (if applicable). EMSA reserves the right to request the originals of the Request for Payment Form or supporting documents and/or that they are sent also by postal mail.
- EMSA shall make the payment within 60 days from receipt of the signed request for payment form. The External Expert shall have 10 days in which to submit additional information or corrections, a new final deliverable or any other documents if requested by EMSA.
- EMSA must give its approval and pay within the remainder of the time-limit specified above unless it rejects partially or fully the submitted documents or deliverables.
- III.3 The External Expert may be requested to participate in meetings/events or trainings in connection with the subject of this Contract, involving travelling to EMSA premises or another meeting/event place. In such cases, the reimbursement rules stipulated in Annex V are applicable and the External Expert will receive an individual invitation letter for that purpose.

The point of origin for travelling in connection with the subject of this Contract is the place of residence as indicated in the External Expert's address above.

### ARTICLE IV – BANK ACCOUNT

Payments shall be made to the External Expert's bank account denominated in Euro, identified as follows:

Name of bank: *[complete]*  
Address of branch in full: *[complete]*  
Exact designation of account holder: *[complete]*  
IBAN code: *[complete]*

## ARTICLE V – COMMUNICATION DETAILS

Any 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 EMSA on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

EMSA:

European Maritime Safety Agency  
*Name*  
*Job Title*  
Praça Europa 4  
1249-206 Lisbon  
Portugal

External Expert:

Mr/Ms: *[complete]*  
E-mail address: *[complete]*  
Tel: *[complete]*  
Address: *[complete]*

## ARTICLE VI – DATA CONTROLLER

### ***[VI.1] Processing of personal data by the contracting authority***

*For the purpose of Article 5 of the General Conditions,*

- (a) the data controller is [insert position of the data controller and name of the organisational entity];*
- (b) the data protection notice is available on the EMSA website.*

### ***[VI.2] Processing of personal data by the external expert***

*[This clause is not applicable to this Contract.]<sup>1</sup>*

*[For the purpose of Article 5.2 of the General Conditions,*

- (a) the subject matter and purpose of the processing of personal data by the expert are [provide a short and concise description of the subject matter and purpose];*

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<sup>1</sup> This clause must only be deleted for contracts where personal data is not intended to be processed by the contractor, e.g.: logistics, most evaluation services, studies and translation services.

(b) *The localisation of and access to the personal data processed by the expert shall comply with the following<sup>2</sup>:*

- i. the personal data shall only be processed within the territory of [the European Union and the European Economic Area] [...] and will not leave that territory;*
- ii. the data shall only be held in data centres located with the territory of [the European Union and the European Economic Area] [...];*
- iii. [no access shall be given to such data outside of [the European Union and the European Economic Area] [...]] [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data];*
- iv. the expert may not change the location of data processing without the prior written authorisation of the contracting authority;*
- v. any transfer of personal data under the contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725<sup>3</sup>.]*

## **ARTICLE VII - APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**VII.1** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Portugal.

**VII.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 Lisbon, Portugal.

## **ARTICLE VIII – OTHE SPECIAL CONDITIONS**

**VIII.1** EMSA reserves the right to terminate the contract, refuse or reduce payment in line with Article 1.9 of the General Conditions or to apply liquidated damages in line with Article 12 of the General Conditions in case of non-performance or poor performance of the tasks and/or breach of any contractual obligations, including any obligation described in the Declaration of absence of conflict of interest and confidentiality (Annex II) or in the Code of Conduct of External Experts (Annex III).

**VIII.2** EMSA reserves the right to terminate the contract, refuse or reduce payment in line with Article 1.9 of the General Conditions or to apply liquidated damages in line with Article 12 of the General Conditions for any report or other deliverable required by the Contract that is submitted beyond the date specified in the Specifications (Annex I).

**VIII.3** EMSA reserves the right to recover any payment made and to exclude from further tasks any External Expert who has breached the obligations arising from the Declaration of absence of conflict of interest and confidentiality (Annex II) or the Code of Conduct of External Experts (Annex III).

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<sup>2</sup> This clause must be adapted with care on the basis of a risk assessment related to the processing of personal data for the relevant contract.

<sup>3</sup> 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.

## II – GENERAL CONDITIONS

This Contract is governed by the General Conditions for Purchase Orders published on EMSA's website at: <http://emsa.europa.eu/procurement.html>.

In these General Conditions, any reference to "Purchase Order" shall be understood as a reference to the present Contract and any reference to "Contractor" shall be understood as a reference to "External Expert".

### SIGNATURES

External Expert,

[*name/forename/surname*]

For EMSA,

*Name*

*Job Title*

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at:

Done at Lisbon

Date:

Date:

## ANNEX I – Specifications

### 1. SCOPE AND PURPOSE

The purpose of this Contract is the provision *[describe the expertise required, the project within which the tasks shall be executed, quote relevant legal documents and provide further context for the execution of the tasks and their purpose and scope thereof]*.

### 2. TASKS

The content of the tasks is as follows:

Task	Scope
1.XX	<i>[fill in as appropriate]</i>

### 3. DELIVERABLES AND PROVISIONAL PLANNING

Deliverable	Timetable
1.XX	<i>[fill in as appropriate]</i>

EMSA can provide the External Expert with additional clarification and/or modification of the provisional planning during coordination meetings or by e-mail.

Any oral clarification and/ or modification shall be confirmed by EMSA by e-mail in electronic format using the contact points in Article V.

## **ANNEX II - Declaration of absence of conflict of interest and confidentiality**

I, the undersigned *[insert the name of the external expert]*, confirm that I have read, understood and accepted the Code of Conduct for External Experts established in Annex III to the Contract related to the performance of the tasks stipulated in the present Contract.

Within the scope of the Contract, I hereby confirm the following:

- I am not subject to a conflict of interest in the context of the Contract EMSA/CEI/1/2021-XJ;
- I will inform EMSA, without delay, if a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- I will inform EMSA, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- I will not communicate any information that is revealed to me or that I have discovered without the express written approval of EMSA;
- I will keep all matters and documentation 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 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;
- In case of work carried out outside EMSA 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 work, unless otherwise instructed;
- I have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to receipt of a donation, concerning the above Call for Expression of Interest;
- I am aware that EMSA reserves the right to check this information, and I realise the possible consequences that may arise from any false declaration.

Name:

Signature: \_\_\_\_\_

Date:

### **ANNEX III - Code of Conduct for External Experts**

1. The task of external experts is to provide the services under the Contract in a confidential, fair and equitable manner according to the procedures described in any project-specific document. They shall use their best endeavours to achieve this, follow any instructions given by EMSA to this end and deliver a constantly high quality of work.
2. External experts shall work as independent persons. They are deemed to work in a personal capacity and, in performing the work, do not represent any entity.
3. External experts must sign a declaration of conflict of interest and confidentiality before signing any contract or starting any tasks, by which the present Code of Conduct is accepted. Contracts will not be signed with external experts who do not sign the declaration.
4. In doing so, the external expert commits to strict confidentiality and impartiality concerning the tasks. If an external expert has a direct or indirect link leading to a conflict of interests situation, or any other vested interest, or has any other allegiance which impairs or threatens to impair his/her impartiality with respect to performing the services under the Contract, such facts must be declared to the responsible EMSA staff member identified under Article V of the Contract as soon as possible.
5. External experts shall not discuss details related to the performance of services or the subject matter of the Contract with third parties, including EMSA staff members not directly involved in the Contract, except during the formal discussion at the meetings moderated by or with the knowledge and agreement of the responsible EMSA staff member identified under Article V of the Contract.
6. Where it has been decided that materials/information related to the performance of the services are to be posted or made available electronically to external experts, who then work from their own or other suitable premises, the external expert will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing his/her tasks as instructed. In such instances, external experts may seek further information (for example through the internet, specialised databases, etc.) in order to allow them to complete their work under the present Contract, provided that the obtaining of such information respects the overall rules for confidentiality and impartiality. External experts shall not show the content thereof to third parties (e.g. colleagues, students, etc.) without the express written approval of EMSA.
7. Where the provision of services takes place in an office or building controlled by EMSA, external experts are not allowed to take outside these premises any parts of the materials, copies or notes, either on paper or in electronic form, without EMSA's approval. External experts may be given the possibility of seeking further information (for example through the internet, specialised databases, etc.) to allow them to complete their work under the present Contract, but they shall not contact third parties without the express consent of the responsible EMSA staff identified under Article V of the Contract.
8. External experts are required at all times to comply strictly with any rules laid down by EMSA for ensuring the confidentiality and processing of personal data. Failure to comply with these rules may result in immediate termination of the Contract and exclusion from future contracts, without prejudice to liabilities and penalties that may derive from other applicable regulations and contractual provisions.



## ANNEX IV

### REQUEST FOR PAYMENT FORM (INVOICE)

European Maritime Safety Agency  
Praça Europa 4  
1249-206 Lisbon  
Portugal

External Expert name and surname: *[complete]*.  
External Expert address at the place of residence: *[complete]*.

Total number of working days in which services were performed	Rate applicable (Article III.1 Contract)	Total amount (in EUR)
	EUR 400	

Reimbursable costs (please specify):

Flight costs (unless prepaid by EMSA)	Other travel costs in line with Annex V of the Contract	Other costs (e.g. visa costs) in line with Annex V of the Contract	Total amount (in EUR)

Deliverable(s) are attached: Yes ☐ No ☐  
Evidence on travel and other costs are attached: Yes ☐ No ☐

Signature of External Expert: \_\_\_\_\_  
Date: \_\_\_\_\_

#### CERTIFICATION BY EMSA

Request accepted: Yes ☐ No ☐

Reason for non-acceptance, if applicable (please specify): .....  
.....

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

EMSA Authorising Officer *[insert name]*