



Expert Contract EIGE/2020/ADM/01\_XX (Name Surname)

## EXPERT CONTRACT

### CONTRACT NUMBER — EIGE/2020/ADM/01 \_XX (Name Surname)

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

on the one part,

The European Institute for gender Equality (hereinafter referred to as "EIGE" or "the contracting authority"), represented for the purposes of the signature of this Contract by Carleen Scheele, Director and on the other part,

[Family name]

[First name]

[Expert candidature number:]

[Full official address]

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

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2, the Declaration of absence of conflict of interests and of confidentiality set out in Annex 3, the request for payment set out in Annex 4 and Annex 5 Privacy notice.

The Contract is composed of:

Terms and conditions

Annex 1 Code of Conduct

Annex 2 Terms of Reference

Annex 3 Declaration of absence of conflict of interests and of confidentiality

Annex 4 Request for payment (invoice)

Annex 5 Privacy notice

## TERMS AND CONDITIONS

CHAPTER 1 - GENERAL.....	3
ARTICLE 1 - SUBJECT OF THE CONTRACT .....	3
ARTICLE 2 - WORKING ARRANGEMENTS .....	3
CHAPTER 2 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES.....	3
ARTICLE 3 - FEES .....	3
ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES .....	3
CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES .....	4
ARTICLE 5 - PERFORMANCE OF THE CONTRACT .....	4
ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION.....	4
ARTICLE 7 - REQUEST FOR PAYMENT .....	5
ARTICLE 8 - BANK ACCOUNT.....	5
ARTICLE 9 - PAYMENTS .....	5
ARTICLE 10 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) .....	6
ARTICLE 11 - PROCESSING OF PERSONAL DATA .....	7
ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS .....	8
CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS.....	8
ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT.....	8
ARTICLE 14 - REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES .....	9
ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS.....	9
ARTICLE 16 - TERMINATION OF THE CONTRACT .....	9
ARTICLE 17 - LIABILITY FOR DAMAGES .....	10
ARTICLE 18 - FORCE MAJEURE.....	10
CHAPTER 5 - FINAL PROVISIONS.....	10
ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES.....	11
ARTICLE 20 - AMENDMENTS TO THE CONTRACT .....	11
ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT .....	11
ARTICLE 22 - ENTRY INTO FORCE.....	12
ANNEX 1 - CODE OF CONDUCT FOR EXPERTS .....	12
ARTICLE 1 - PERFORMANCE OF THE CONTRACT .....	12
ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY .....	13
ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY .....	13
ANNEX 2 - TERMS OF REFERENCE .....	15
ANNEX 3 – DECLARATION ON HONOUR, ABSENCE OF CONFLICT OF INTERESTS AND OF CONFIDENTIALITY.....	17
ANNEX 4 – REQUEST FOR PAYMENT (INVOICE) .....	19
ANNEX 5 – PRIVACY NOTICE .....	20

## **CHAPTER 1 - GENERAL**

### **ARTICLE 1 - SUBJECT OF THE CONTRACT**

The subject of the Contract is [insert]

The expert must deliver a report on each [proposal and include recommendations] [tender and provide technical comments].]

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

### **ARTICLE 2 - WORKING ARRANGEMENTS**

1. The expert's work starts upon signature of the Contract and cannot exceed [number] working days during the duration of the performance of the contract that must not exceed [xx] months.

The expert may not under any circumstances start work before the date on which this Contract enters into force in accordance with Article 22.

2. The indicative planning and number of working days for accomplishing the tasks are as follows:
  - Up to [number] working days to perform the tasks between the signature of the contract by last party until the expiration of the contract.
3. The expert must perform all tasks in accordance with Annexes 1 and 2.

## **CHAPTER 2 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

### **ARTICLE 3 - FEES**

1. The expert is entitled to a fee of EUR 400 for each full day actually worked in accordance with Article 2.
2. The total amount of the fees is calculated to the nearest half day.
3. The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.
4. The detailed list of tasks with allocated time is presented in a Table *Estimated value of the contract and distribution of payments* in Annex 2.

### **ARTICLE 4 - ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

If travel expenses are not covered (refer note to file), the please put "n/a" – not applicable. If applicable, leave the conditions 1. In addition to the fees specified in Article 3...

N/A

Or

1. In addition to the fees specified in Article 3, the contracting party will also:
  - a. reimburse travel expenses directly connected with the work specified in the Contract, in accordance with EIGE's Rules on reimbursement of expenses incurred by people from outside the European Institute for Gender Equality invited to attend meetings in an expert capacity (further Rules on reimbursement);
  - b. The expert is entitled to the reimbursement of its travel expenses to and from the point of departure and to and from the place of the meeting;
  - c. Unless otherwise agreed by the contracting party, the 'point of departure' is the expert's official address as stated in the Contract.
  - d. In exceptional and justified cases, the contracting party may agree to a different point of departure. This agreement must be given before any travel tickets are purchased;
  - e. If the expert changes the point of departure without the contracting party's prior agreement, the reimbursement will be limited to the price of one return ticket from the expert's official address;
  - f. pay daily allowances in accordance with Rules on Expert's reimbursement;
  - g. pay accommodation allowances in accordance with Rules on Expert's reimbursement;
  - h. reimburse operating costs for participating in a videoconference will be reimbursed if the contracting party has agreed to the expert's participation before the videoconference takes place.
2. Other expenses will not be reimbursed, in particular:
  - a. costs of purchasing equipment or other material needed by the expert to accomplish its tasks;
  - b. expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);
  - c. reckless or excessive expenses.

## **CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **ARTICLE 5 - PERFORMANCE OF THE CONTRACT**

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

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

The expert must, in particular, ensure compliance with:

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

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

2. If the expert cannot fulfil its obligations, s/he must immediately inform the contracting party.

### **ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION**

The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the contracting party's request.

The expert must keep all records and supporting documentation for five years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the expert must keep the records and supporting documents until these procedures end.

#### **ARTICLE 7 - REQUEST FOR PAYMENT**

1. To obtain its fees, allowances, and reimbursement of expenses the expert must submit a request(s) for payment or an invoice (ref. Annex IV) in writing and include all the required supporting documents (e.g. dully filed and signed application for reimbursement);
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 Articles 1 and 2, or after the last day of the meeting or remote evaluation session, whichever comes latest;
3. For experts considered as supplying a taxable service under the applicable national tax regime, the request for payment must take the form of an invoice;
4. The request(s) for payment (invoice) should bear the reference number of this contract.
5. The contracting authority is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.

The expert must 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.

#### **ARTICLE 8 - BANK ACCOUNT**

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full IBAN account number:

SWIFT/BIC bank code:

#### **ARTICLE 9 - PAYMENTS**

1. The contracting party will make payment(s) within 30 calendar days of receiving the completed payment request(s) unless Article 13 applies.
2. Payment(s) 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. **Payment(s) will be made in euros and split into X** parts detailed breakdown and conditions for payments are indicated in a table estimated value of the contract and distribution of payments in Annex 2.

4. Payment(s) will be made to the bank account specified by the expert in the payment request referred in Article 7.
5. EIGE reserves the right to refuse payment(s) or to apply liquidated damages in case non-performance or poor performance of the tasks and/or breach of any substantial obligations, including any obligation described in the Declaration of absence of conflict and confidentiality (under Annex III). EIGE 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 and confidentiality.
6. The contracting party's payment(s) are deemed to be carried out on the date on which its account is debited.
7. 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/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)  
applicable on the day on which the contracting authority issues the payment order.

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

1. EIGE 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. EIGE 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 EIGE.
2. EIGE 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. EIGE may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

## **ARTICLE 11 - PROCESSING OF PERSONAL DATA**

### 1. Processing of personal data by the contracting party

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) No 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The expert or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability. Such data will be processed by Head of Administration/ Head of Operations/ Head of Communications and Knowledge management of EIGE ('data controller') only to perform, manage and monitor the Contract.

Should the expert or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

### 2. Processing of personal data by the expert

If the Contract requires the expert to process personal data, the expert may only act under the supervision of the data controller identified above. This is the case in particular for determining why personal data should be processed, what categories of data may be processed, who will have the right to access the data, and how the data subject may exercise its rights. The expert shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725. The contractor shall inform without delay the controller about such requests.

The expert must put in place appropriate technical and organisational security measures to address the risks inherent to data processing and:

- a. prevent unauthorised people from accessing computer systems that process personal data, and especially the:
  - i. unauthorised reading, copying, alteration or removal of storage media;
  - ii. unauthorised data input, disclosure, alteration or deletion of stored personal data;
  - iii. unauthorised use of data-processing systems by means of data transmission facilities;
- b. ensure that a data-processing system's authorised users can access only the personal data to which its access right refer;

- c. record which personal data have been communicated by the expert, when and to whom;
- d. ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting party;
- e. ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- f. design its organisational structure in a way that meets data protection requirements.

## **ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS**

1. The contracting party may carry out checks and audits to ascertain compliance with the proper implementation of the tasks (including assessment of deliverables and reports) under this Contract and whether the expert is meeting its obligations.

It may do so throughout the Contract's validity and up to five years after the last payment is made. The expert must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted. The expert must allow access to sites and premises on which the tasks specified in this Contract are performed.

2. Under Regulation No 2185/96<sup>1</sup> and Regulation No 883/2013<sup>2</sup> (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 Articles 118, 119 of the Financial Regulation No 2018/1046, the European Court of Auditors (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

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

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Articles 14, or recovery of undue amounts in accordance with Article 15.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

## **CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS**

### **ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT**

1. The contracting party may at any point suspend the payment time limit if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The contracting party must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by the contracting party.

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<sup>1</sup> 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).

<sup>2</sup> 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).



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 16.

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

1. The contracting party may reject:
  - (a) (parts of) the fees if the expert does not fulfil the tasks set out in Article 2;
  - (b) claims for allowances or expenses if they do not fulfil the conditions set out in Article 4.
2. The contracting party may reduce the fee if the expert is in breach of any of its other obligations under the Contract (including the obligations set out in the Code of Conduct).
3. The contracting party must formally notify the expert of its intention, include the reasons why, and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will formally notify confirmation of the rejection or reduction.

#### **ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS**

1. The contracting party may recover any amount that was paid but was not due under the Contract.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If the contracting party does not accept these observations, it will confirm recovery by formally notifying a 'debit note' that specifies the payment terms and date.

3. The expert must repay the amount specified in the debit note to the contracting party.
4. If the expert does not repay the requested amount by the date specified in the debit note, late-payment interest will be added to the amount to be recovered.

The interest rate used will be the same as the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline specified in the debit note expires, as published in the C series of the *Official Journal of the European Union*.

5. If the expert does not repay the requested amount by the date specified in the debit note, the contracting party may recover the amounts due by offsetting them against any amounts owed to the expert by the EU institutions or an executive agency (from the EU or Euratom) budget without the expert's consent.

#### **ARTICLE 16 - TERMINATION OF THE CONTRACT**

1. The contracting party may at any moment terminate the Contract if the expert:
  - (a) is not performing its tasks or is performing them poorly; or
  - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.  
If the contracting party does not accept these observations, it will formally notify confirmation of the termination.
3. The termination will take effect on the date the notification is sent by the contracting party.
4. The expert may at any moment terminate the Contract if s/he is not able to fulfil its obligations in carrying out the work required as referred to in Article 5.
5. The expert must formally notify the contracting party and include the reasons why by giving 15 days' notice.
6. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel actually carried out before termination may be paid subject to Article 14. The expert must submit the payment request for the tasks already executed on the date of termination within 30 days from the date of termination.
8. On termination of the Contract, the contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

#### **ARTICLE 17 - LIABILITY FOR DAMAGES**

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

#### **ARTICLE 18 - FORCE MAJEURE**

1. 'Force majeure' means any situation or event that:
  - prevents either party from fulfilling its obligations under the Contract;
  - was unforeseeable, exceptional and beyond the parties' control;
  - was not due to error or negligence on its part and
  - proves to be inevitable in spite of exercising due diligence.
2. A force majeure must be immediately and formally notified to the other party.  
Notification must include details of the situation's nature, likely duration and expected effects.
3. The party faced with a force majeure will not be held in breach of its contractual obligations if the force majeure has prevented it from fulfilling them.

#### **CHAPTER 5 - FINAL PROVISIONS**

## **ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES**

1. Communication under the Contract must:

- be made in writing and
- bear the Contract's number

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:

[CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu).

Working communication with EIGE shall be kept with the project manager Name Surname by e-mail at name.surname@eige.europa.eu and other appropriate means of communication: phone, skype, and videoconferencing.

3. Electronic communication is considered to have been received by the parties on the day of dispatch of that communication provided it is sent to the e-mail addresses as stated on the beginning of the Contract for the expert and in paragraph 2 of this Article for the contracting party.

Dispatch must be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party must immediately send again such communication to the e-mail address provided in this Contract. In case of unsuccessful dispatch, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Electronic communication must be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender must send the original signed paper version without unjustified delay.

4. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.
5. Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible.

## **ARTICLE 20 - AMENDMENTS TO THE CONTRACT**

1. In justified cases — and provided that the amendment does not entail changes to the Contract which would call into question the selection procedure — any party may request an amendment.

Amendments must be made before new contractual obligations are enforced.

2. The party requesting an amendment must formally notify the other party the requested amendment together with the reasons why.

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

## **ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT**

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

## **ARTICLE 22 - ENTRY INTO FORCE**

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

For the Expert,

**Name Surname**

For the European Institute for Gender Equality,

Carleen Scheele, Director

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

Done at [place], [date]

Done in two copies in English.

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

Done at Vilnius, [date]

<b>ANNEX 1 - CODE OF CONDUCT FOR EXPERTS</b>
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## **ARTICLE 1 - PERFORMANCE OF THE CONTRACT**

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
  - (a) carry out its work in a confidential and fair way

- (b) assist the contracting party or relevant service to the best of its abilities, professional skills, knowledge and applying the highest ethical and moral standards
  - (c) Follow any instructions and time-schedules given by the contracting party or relevant service and deliver consistently high quality work.
3. The expert may not delegate another person to carry out the work or be replaced by any other person.

## **ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY**

1. The expert must perform its work **impartially**. To this end, the expert is required to:
- (a) inform the contracting party or relevant service of any conflicts of interest arising in the course of its work
  - (b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration (Annex 3).
2. **Definition of the conflict of interest:** a conflict of interest exists if an expert:
- (a) has any vested interests in relation to the questions upon which s/he is asked to give advice
  - (b) or its organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
  - (c) is in any other situation that compromises its ability to carry out its work impartially.

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

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

## **ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY**

1. The contracting party and the expert must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to its work.

To this end, the expert must not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling its obligations under the Contract without prior written approval of the contracting party

In particular, the expert:

- i. must not discuss its work with others, including other experts or contracting party or relevant service staff not directly involved in its work
- ii. must not disclose:
  - any detail of their work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of the contracting party
  - their advice to the contracting party or relevant service on its work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from its own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing its work as instructed.
4. If their work takes place in premises controlled by the contracting party or relevant service, the expert:
  - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
  - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing its work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete its work, he/she:
  - (a) must respect the overall rules for confidentiality for obtaining such information
  - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
  - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community<sup>3</sup>)
  - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
    - i. the contracting party agrees to release the expert from the confidentiality obligations earlier
    - ii. the confidential information becomes public through other channels
    - iii. disclosure of the confidential information is required by law.

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<sup>3</sup> OJ 45, 14.6.1962, p. 1385.

<b>ANNEX 2 - TERMS OF REFERENCE</b>
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**1. Name of the experts' group and reference to the task: *[insert name]***

**2. Context and background information**

EIGE's mission is to assist EU institutions and the Member States in the collection, analysis and dissemination of objective, reliable and comparable information and data on equality between women and men. This data then can be used to make better policy decisions and create equal opportunities for women and men in all areas of life.

Since 2010, EIGE has been actively contributing to the EU's important work towards increasing knowledge about the gender equality and gender mainstreaming in the EU, focusing, inter alia, on creating of Gender Equality Index and developing methods and tools for gender mainstreaming implementation.

**3. Purpose, objectives and scope**

The purpose of this Contract is to support EIGE through assignments: 1.

**Objective**

The overall objective of this Contract is

**4. Working approach and methodology**

The Expert will use the most appropriate methodological approach to achieve expected outputs and activities of this contract in a timely, sound and cost effective manner.

The Expert has to constantly consult EIGE on the progress of the documents and integrating comments and feedback from EIGE into the work.

The Expert shall give particular attention to ensuring that the content of the information provided is comprehensive, detailed, updated, relevant and useful, is user-friendly, consistent with EIGE's work in the field of

**5. *[Distribution of work among the experts if applicable]***

**6. Meetings, reporting and deadlines**

*[insert description]*

**Provisional planning**

<b>Deliverables</b>	<b>Timetable</b>

EIGE can provide the External Expert with additional clarification and/or modification of the provisional planning during coordination meetings or by mail in electronic format. Any oral clarification and/or modification shall be confirmed by EIGE by mail in electronic format.

## 7. Deliverables and conditions to submit request for payments

### Deliverables

**[insert description]**

### Request for payment(s)

Payment(s) under this contract will be made into two parts. [One payment will be made].

Interim payment will be made equal to 40 % of the total amount of this Contract with delivery, acceptance and respective invoice of:

**[insert description of deliverables]**

Final payment will be made equal to 60 % of the total amount of this Contract with delivery, acceptance and respective invoice of:

**[insert description of deliverables]**

EIGE will confirm acceptance of the deliverables in writing.

[Each] payment will be made thirty (30) days after receipt of the invoice (ref. Annex IV) by EIGE and according to the provisions of the Contract, namely Art.9.

Payment(s) shall be made only if the Expert has fulfilled all the contractual obligations by the date on which the invoice is submitted.

The table below clusters the expected outputs and activities to be carried out by the Expert and includes an estimation of the value of the contract:

### Estimated value of the contract and distribution of payments

Tasks	Person days per contracted services	Price per Unit, EUR	Sub-total in euros
<b>TOTAL</b>			€

### Place of performance



The place of performance is the Expert's premises and, if necessary, EIGE premises in Vilnius, Gedimino pr. 16.

**Place of delivery**

All deliverables should be delivered to EIGE premises in Vilnius, Gedimino pr. 16, Lithuania.

<p><b>ANNEX 3 – DECLARATION ON HONOUR, ABSENCE OF CONFLICT OF INTERESTS, INDEPENDENCE AND OF CONFIDENTIALITY</b></p>
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**I. Declaration of honour related to exclusion criteria**

I, the undersigned ....., having been appointed as an expert for the abovementioned call, declare that I am aware of Article 61 of the Financial Regulation, which states that:

"1. Financial actors within the meaning of Chapter 4 of this Title and other persons, including national authorities at any level, involved in budget implementation under direct, indirect and shared management, including acts preparatory thereto, audit or control, shall not take any action which may bring their own interests into conflict with those of the Union. They shall also take appropriate measures to prevent a conflict of interests from arising in the functions under their responsibility and to address situations which may objectively be perceived as a conflict of interests.

2. Where there is a risk of a conflict of interests involving a member of staff of a national authority, the person in question shall refer the matter to his or her hierarchical superior. Where such a risk exists for staff covered by the Staff Regulations, the person in question shall refer the matter to the relevant authorising officer by delegation. The relevant hierarchical superior or the authorising officer by delegation shall confirm in writing whether a conflict of interests is found to exist. Where a conflict of interests is found to exist, the appointing authority or the relevant national authority shall ensure that the person in question ceases all activity in the matter. The relevant authorising officer by delegation or the relevant national authority shall ensure that any further appropriate action is taken in accordance with the applicable law.

3. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest." I hereby declare that I do not fall under any of the following circumstances in which a conflict of interests might exist (of past three years where relevant). I confirm that, if I discover before or during the performance of my tasks that a conflict of interests exists, I will declare it immediately to the contracting party.

Disqualifying conflict of interests:

- Direct benefit in case of advice on development of a new policy;
- Involvement in the preparation of the tender;
- Direct benefit in case of acceptance of the tender;
- Close family relationship with any person representing a participating organisation in the tender;
- Director, trustee or partner of a participating organisation;
- Current employment by a participating organisation;
- Current involvement in a contract or collaboration with a participating organisation;
- Any other situation that compromises my ability to evaluate the tender impartially.

**Potential conflict of interests:**

- Employment by one of the participating organisations within the previous three years;
- Involvement in a contract or collaboration with a participating organisation within the previous three years;

- Any other situation that could cast doubt on my ability to evaluate the tender impartially, or that could reasonably appear to do so in the eyes of a third party (Ex. Past or current personal relationships, nationality, political affinity, etc.).

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

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

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

## **II. Confidentiality and personal data protection**

I confirm that I have read, understood and accepted the code of conduct for experts established in Annex 1 to the contract sent by the contracting party.

I also confirm that I will keep all matters entrusted to me confidential and will process the personal data I receive only for the purposes of the performance of the present contract. If unnecessary or excessive personal data are contained in the documents submitted during the implementation of the contract I will not process them further or take them into account for the implementation of the contract. I will not communicate outside EIGE 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.

## **III. Obligations regarding independence**

I confirm that I am an independent person working in my own personal capacity and in performing the work shall not represent any organisation.

I confirm that I am not paid – or in any other way receive financial compensation – by any other organisation or person for the work I perform for EIGE under this contract.

I undertake to abstain from any contact with third parties which could compromise, or appear to compromise, my independence as an Expert.

I undertake to perform my duties honestly and fairly. My contribution will be objective and will fully respect the principles of fair competition and impartiality.

Expert: Name, Surname

Date:

Signature:

**ANNEX 4 – Request for payment (invoice)**

<b>European Institute for Gender Equality</b> Gedimino pr. 16 LT01103 - Vilnius Lithuania Tel : +370 52157400	<b>CONTRACT NUMBER — EIGE/2020/ADM/01 _XX</b> <b>(Name Surname):</b>  <b>External Expert name and surname:</b>  <b>External Expert address:</b>  <b>External Expert bank account no:</b>
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**PAYMENT REQUEST FOR SERVICES RENDERED (in EURO):**

Total days of work: .....

Rate applicable (as per Article 3 Fees of the Contract): EUR 400

Reimbursable costs (if applicable, please specify): .....

Deliverable(s) attached (Yes/No): .....

Other evidence attached (Yes/No): .....

Date and Signature of External Expert: .....

**ANNEX 5 – Privacy Notice**

## **Protection of Personal Data in relation to the procedure applicable to the use and selection of outside experts (ref. Article 237 of Regulation (EU, Euratom) 2018/1046)**

### **Purpose of processing of personal data**

EIGE collects personal data for call of the External Experts (CEI) to receive their expertise in order to fulfil its tasks as in Establishment Regulation of EIGE (EC) No 1922/2006.

### **Legal basis**

- I. Establishment Regulation of EIGE (EC) No 1922/2006;
- II. Regulation (EU) 2018/1725;
- III. EIGE's Internal Work Programme.

### **Lawfulness of processing**

Processing is necessary for the performance of a contract to which the data subject (External Expert) is a party or in order to take steps at the request of the data subject prior to entering into a contract for the performance of tasks carried out in the public interest on the basis of the Treaty Functioning the EU (TFEU) and the Establishment Regulation of EIGE (EC) No 1922/2006, as well as the Regulation (EU) 2018/1725 of the European Parliament and of the Council 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/ECT.

### **Data categories**

The data of natural persons associated with the candidate/applicant entities, whose details are submitted in application form and related documents in view of participating in External Expert database of EIGE, and, if applicable, during the implementation of contract. The data are collected from the application or supporting documents submitted in the view of participating in the procedure as well as during the implementation of contract.

#### **I. In particular:**

- Contact details (name, date of birth, gender, nationality, function, contact details (company and department, postal address, country of residence, telephone number, e-mail address and internet address and signature);
- Certificates for social security contributions and taxes paid, if relevant;
- Bank account references (account number, name of the account holder, address of the bank, IBAN and BIC codes);
- Passport/ID number,
- Professional and education information: CV's – work experience/employment history, education, training and academic background, personal skills and competences (language, technical skills).
- Other personal data contained in the application (credentials).

### **Data Controller**

EIGE is the legal entity responsible for the processing of your personal data and determines the objectives of this processing activity. The Data Controller is primarily the Head of Operations Unit of EIGE who ensures the proper implementation of the processing operations.

### **Access and storage of the data**

Access to your personal data is subject to strict security controls like encryption and access control. Personal data is processed by EIGE only. Representatives of The European Anti-Fraud Office, Internal Audit Service and the European Court of Auditors can be recipients of data upon request and limited to what is necessary for official investigations or for audit purposes. All recipients are

on a "need to know" basis. EIGE does not intend to share data to Third Countries/International Organisations for direct marketing purposes; there are no third country transfers. Recipients under different steps of procedure are:

- Under Selection process: Members of the Evaluation Committee, secretariat of the responsible Unit for the contracting of the External Experts;
- Contract preparation and management: Relevant Project Officer(s), Head and secretariat of the responsible Unit for the contract preparation and management, financial and legal verifiers, office of the Director;
- Financial identification form (bank account information and the address of the owner of the bank account) and Legal identify form (name, address, tel., email) are transferred to the European Commission in order to be included in the third party file of the ABAC system for electronic transactions by EIGE's staff dealing with finance.

### **Date when processing starts**

Date of submission of application.

### **Retention policy**

Files including personal data related to selection of Experts are to be retained in the service in charge of the procedure until the end of the period of validity of the relevant lists of Experts, and in the archives for a period of **5 years** following the end of the programme. Files related to unsuccessful candidates should be deleted at the end of the selection process, namely before the publication of the relevant list of successfully selected Experts.

### **The data subject has specific rights as a 'data subject' under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725:**

**Right to access data** – data subjects have the right to access data at any time by sending an email request to [CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu).

**Right to rectify** – data subjects have the right to rectify their data without delay of inaccurate or incomplete personal data.

**Right to restrict** – data subjects have the right to restrict the processing at any moment by sending an email request to [CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu) ; and the right to be informed before personal data are disclosed for the first time to third parties or before they are used on their behalf for the purposes of direct marketing, and to be expressly offered the right to object free of charge to such disclosure or use.

**Right to erasure** – as long as the reply to the request for access to documents has not yet been issued, data subjects have the right to obtain from the controller the erasure of data if their processing is unlawful by sending an e-mail to [CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu) .

If the data subjects have any queries concerning the processing of their personal data, they may address them to the Data Protection Officer or to the Data Processor of EIGE by contacting information at [dpo@eige.europa.eu](mailto:dpo@eige.europa.eu); [CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu).

**Other rights** – Where applicable, you also have the right to object to the processing or the right to data portability. You have the right to object to the processing of your personal data, which is lawfully carried out pursuant to Article 5 (1)(a) on legitimate compelling grounds by sending an e-mail to [dpo@eige.europa.eu](mailto:dpo@eige.europa.eu).

**Transfer** – data subject has a right to ask to transfer personal data from one organisation to another only if we are processing information based on your consent or under, or in talks about entering into a contract and the processing is automated. You are not required to pay any charges for exercising your rights. We have within adequate time period to respond to you.

Data subjects are also entitled to have recourse at any time to the European Data Protection Supervisor:

Website: <http://www.edps.europa.eu>

Email: [edps@edps.europa.eu](mailto:edps@edps.europa.eu)

**Contact information:**

Data Protection Officer of EIGE, e-mail [dpo@eige.europa.eu](mailto:dpo@eige.europa.eu)

CEI administrator, e-mail [CEI-External-Experts@eige.europa.eu](mailto:CEI-External-Experts@eige.europa.eu)