



CONTRACT FOR EXTERNAL EXPERTS

EFCA/SER/201X/XX/XXX

between the

EUROPEAN FISHERIES CONTROL AGENCY (EFCA)

and

Mr/Ms XXXXX

Purpose of the Contract: "xxx"

The European Fisheries Control Agency (hereinafter called "the EFCA"), which for the purposes of signature of this contract is represented by [forename, surname, function, department] (AO).

of the one part,

and

[Family name]

[First name]

[Expert candidature number:]

[Full official address]

[Email address]

(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: Specifications**
- Annex II: Declaration of absence of conflict of interest and of confidentiality**
- Annex III: Code of conduct for experts**
- Annex IV: Payment form**

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 EFCA.

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 Specifications set out in Annex I, the Declaration of absence of conflict of interest and confidentiality set out in Annex II and the Code of conduct for experts set out in Annex III.

CHAPTER 1 – GENERAL

ARTICLE 1 – SUBJECT OF THE CONTRACT

The subject of the Contract is *[to be completed]* within the framework of the call for expression of interest no EFCA/2018/CEI/01 published in the Official Journal S 2018/S 204-463856 on 23/10/2018.

ARTICLE 2 – WORKING ARRANGEMENTS

1. The expert's work starts on *[insert earliest starting date of work]* and cannot exceed *[insert number]* working days.

The expert may not under any circumstances start work before the date on which the Contract enters into force in accordance with Article 23.

2. The Contract is concluded for a period of *[insert number]* **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. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

3. The Expert shall execute the tasks assigned to him in accordance with the Specifications annexed to the Contract (Annex I).

The deliverables stipulated in Annex I shall be submitted to the EFCA according to the indicative planning in Annex I.

CHAPTER 2 – FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 – FEES

1. The Expert is entitled to a payment of **EUR 450 (four hundred and fifty)** 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.

ARTICLE 4 – ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. The Expert may be requested to participate in meetings or trainings in connection with the subject of this Contract, involving separate trips to EFCA premises or a remote meeting place. For such events, the Expert will receive an individual invitation which details the applicable reimbursement conditions in accordance with the provisions of the Decision of the Administrative Board of the EFCA of 15/10/2015 laying down the "Rules on the reimbursement of expenses incurred by people from outside EFCA invited to attend meetings in an expert capacity" (AB Decision 15-II-12) applicable to "private-sector experts".

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

2. Other expenses will not be reimbursed, in particular:
 - (a) costs of purchasing equipment or other material needed by the expert to accomplish his/her tasks;
 - (b) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than EFCA 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 for experts (Annex III); and
- applicable national tax and social security law.

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

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

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 EFCA'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, and reimbursement of expenses the expert must submit a request for payment or invoice [in the electronic exchange system as referred to in Article 19, and include all the required scanned copies of original supporting documents] [in writing, including the duly completed and signed payment form (Annex IV) corresponding to the performed days together with all required supporting documents and respective deliverables if any].

2. The request(s) for payment must be submitted within 30 days of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2.
3. For experts considered as supplying a taxable service under the applicable national tax regime, the request for payment must take the form of an invoice.

ARTICLE 8 – BANK ACCOUNT

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

IBAN code:

ARTICLE 9 – PAYMENTS

1. EFCA shall make the payment within 60 days from receipt of the completed payment request(s) unless Article 13 applies. The Expert shall have 14 (fourteen) days in which to submit additional information or corrections, a new final deliverable or other documents if it is required by the EFCA.
2. Payments are subject to EFCA's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. EFCA's payments are deemed to be carried out on the date on which its account is debited.
5. 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 4.

However, when the calculated interest is lower than or equal to EUR 200, it must be paid to the contractor only upon request submitted within two months of receiving late payment.

Conversions between the euro and other currencies will be made at the daily euro exchange rate published in the Official Journal of the European Union or failing that, at the monthly accounting exchange rate established by the European Commission and published on the website

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm
applicable on the day on which EFCA issues the payment order.

ARTICLE 10 – OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

1. EFCA 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. EFCA may exploit them as stipulated in this Contract. EFCA must acquire all the rights from the moment the results are delivered by the expert and accepted by EFCA. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to EFCA.
2. EFCA 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 EFCA.
3. EFCA 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 EFCA

EFCA will process all personal data included in the Contract according to Regulation No 45/2001¹.

Such data will be processed by the Head of Unit EU Waters and North Atlantic ('data controller') only to perform, manage and monitor the Contract.

The data may also be sent to persons or bodies responsible for monitoring or inspections in application of EU law.

The expert has the right to access its personal data and to correct it. Any questions about or corrections to the expert's personal data must be sent to the data controller.

The expert has the right of recourse 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

¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001).

NOTE: *Pending adoption of the Proposal for a Regulation of the European Parliament and of the Council on the protection of individuals 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*

why personal data should be processed, what categories of data may be processed, who will have the right to access the data, and how the data subject may exercise its rights.

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

- (a) prevent unauthorised people from accessing computer systems that process personal data, and especially the:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that a data-processing system's authorised users can access only the personal data to which its access right refer;
- (c) record which personal data have been communicated by the expert, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by EFCA;
- (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. EFCA 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 2185/96² and Regulation No 883/2013³ (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.

² 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).

³ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248).

3. Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 161 of the Financial Regulation No 966/2012⁴, 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 and 15, or recovery of undue amounts in accordance with Article 16.

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

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 13 – SUSPENSION OF THE PAYMENT TIME LIMIT

1. EFCA 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. EFCA must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by EFCA.
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 EFCA 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, EFCA may also terminate the Contract as referred to in Article 17.

ARTICLE 14 – REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES

1. EFCA 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. EFCA 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 for experts).
3. EFCA 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 EFCA does not accept these observations, it will formally notify confirmation of the rejection or reduction.

⁴ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L218, 26.10.2012).

ARTICLE 15 – RECOVERY OF UNDUE AMOUNTS

1. EFCA may recover any amount that was paid but was not due under the Contract.
2. EFCA 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 EFCA 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 EFCA.
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, EFCA may recover the amounts due by offsetting them against any amounts owed to the expert by EFCA without the expert's consent.

ARTICLE 16 – TERMINATION OF THE CONTRACT

1. EFCA 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 for experts.
2. EFCA 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 EFCA 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 EFCA.
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 EFCA and include the reasons why by giving 15 days' notice.
6. The termination will take effect on the date EFCA 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, EFCA 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

EFCA 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 EFCA'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

Option 1: With electronic exchange system (Applicable option to be chosen before contract signature):

1. Communication under the Contract (e.g. information, requests, submissions, formal notifications, etc.) must:
 - be made in writing (in electronic form); and
 - bear the Contract's number; and
 - be made through the electronic exchange system, or otherwise specified there, via e-mail (see below).

If the electronic exchange system is temporarily unavailable, instructions will be given on EFCA's website.

2. Communications through the electronic exchange system are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Communications by e-mail are considered to have been made when they are sent by the sending party to one of the addressees listed below, unless the sending party receives a message of non-delivery.

Formal notifications through the electronic exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

If deterred by the electronic exchange system being down or the non-deliverability of e-mails to all addresses indicated below, the sending party cannot be considered in breach of its obligation to send a communication within a specific deadline.

3. The electronic exchange system must be accessed via the following URL:

[insert URL]

EFCA will formally notify the expert in advance on any changes to this URL.

Communications to EFCA that are not to be sent through the electronic exchange system must be sent to the following address:

[insert functional box or other email addresses supplied by EFCA].

Communications to the expert that are not to be sent through the electronic exchange system (only for the communications not listed above) must be sent to the e-mail address as specified in the preamble of this Contract.]

Option 2: No use of electronic exchange system:

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 EFCA must be sent to the following address:

[insert functional box or other email addresses supplied by EFCA].

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 EFCA.

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 EFCA 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 European Union law and is supplemented, where necessary, by the law of Spain.
2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before courts of Vigo, Spain.

ARTICLE 22 – ENTRY INTO FORCE

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

Done in two copies in English.

Expert: *[insert full name]*

For EFCA, *[insert full name and function]*

Date:

Date:

Signature:

Signature:

Annex I

Specifications

1 Scope

The purpose of this Contract is to provide support

2 Tasks

The content of the tasks is as follows:

<u>Tasks</u>	<u>Scope</u>
1	XXXXXX

The Expert commits himself to execute the tasks and submit the deliverables accordingly. Failure to comply/ reach agreement may result in the termination of the contract.

Upon request by the EFCA, execution of a task or a part of a task may take place at the EFCA premises or at a remote meeting place.

3 Deliverables

xxx

4 Indicative planning

<u>Deliverables</u>	<u>Timetable</u>

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

Annex II

Declaration of absence of conflict of interest and of confidentiality

Conflict of interests

I, the undersigned [FAMILY NAME, first name], having been appointed as an expert for the abovementioned call, declare that I am aware of Article 41 of EFCA's Financial Regulation, which states that:

"1. Financial actors within the meaning of Chapter 2 of this Title and other persons involved in budget implementation and 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 Agency.

Where such a risk exists, the person in question shall refrain from such action and shall refer the matter to the competent authority who shall confirm in writing whether a conflict of interests exists. Where a conflict of interest is found to exist, the person in question shall cease all activities in the matter. The competent authority shall take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interest 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 shared interest with a recipient."

I declare that my expertise provided in the present contract regarding the following field/subfield [see Section B of the application form for reference] creates a conflict of interest:

Acronym Title Field

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

In particular, I undertake to inform the EFCA staff immediately if I discover any conflict of interest, direct or indirect, with any task that I am asked to carry out or which comes to my attention during the performance of the contract and related outcomes and meetings. A conflict of interest is any situation likely to compromise the impartial and objective execution of the Contract arising inter alia from economic interests, political or national allegiances, family or emotional ties, or any other relations or shared interests.

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

Confidentiality and personal data protection

I confirm that I have read, understood and accepted the code of conduct for experts established in Annex III to the present contract.

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 also declare that I will not reveal any detail or any information that comes to my attention during the performance of tasks under the present contract and related outcomes and meetings without the express written approval of the EFCA. In case of work carried out outside EFCA controlled premises, I understand that I will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing the work, unless otherwise instructed.

Expert: *[insert full name]*

Date:

Signature:

Annex III

Code of conduct for experts

ARTICLE 1 - PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
 - (a) carry out his/her work in a confidential and fair way
 - (b) assist EFCA 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 EFCA 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 EFCA 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 II).
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.EFCA 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 EFCA, the expert must not carry out the work;
 - (b) If a conflict becomes apparent in the course of its work, the expert must inform immediately EFCA. 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. EFCA 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 EFCA.

In particular, the expert:

- i. must not discuss its work with others, including other experts or EFCA staff not directly involved in its work
- ii. must not disclose:
 - any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of EFCA
 - its advice to EFCA 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 its work takes place in premises controlled by EFCA, 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 EFCA.
6. These confidentiality obligations are binding on:
 - (a) EFCA (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 Community⁵)
 - (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. EFCA 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.

⁵ OJ 45, 14.6.1962, p. 1385.

Annex IV



EUROPEAN FISHERIES CONTROL AGENCY

ANNEX IV REQUEST FOR PAYMENT

Contract No. EFCA/SER/XXXX/XX/XXX

EFCA
C/García Barbón, 4
36201 Vigo Spain
Administrative unit:
Office of Mr Pascal Savouret
Tel.: 34 986 12 06 10
Fax: +34 886 12 52 34

Expert Name:

Surname:

Full Address:

ID:

Bank Account :

PAYMENT REQUEST FOR SERVICES RENDERED (in EURO)

Total days of work: Rate applicable: Total:
(As per Article 3.1 of the Contract)

TOTAL TO BE PAID BY THE EFCA:

SUPPORTING DOCUMENT CHECKLIST:

<input type="checkbox"/>	Deliverable(s)
<input type="checkbox"/>	Other evidence (if applicable) Please specify:

DATE SIGNATURE OF EXPERT:

CERTIFICATION (to be filled by the EFCA)

Conforme aux faits Incomplete/incorrect DATE ____ / ____ / ____

DATE ____ / ____ / ____ SIGNATURE OF EFCA