



EU Experts

Expert Model Contract

Funding & Tenders Portal Expert Database 2021-2027

Version 1.2
01 January 2024

Disclaimer

This document is aimed to help experts that assist EU services in EU funding and tenders. It shows the full range of provisions that may be applied to this type of contract, and is provided for information purposes only. The legally binding contract will be that which is signed by the parties for each assignment.



HISTORY OF CHANGES		
Version	Publication date	Changes
1.0	15.06.2022	<ul style="list-style-type: none">Adapted to new MFF.
1.1	15.01.2023	<ul style="list-style-type: none">Minor formatting changes.Addition of topic IDs and evaluation steps. Options for n/a. Provision on changes to timing and scope of tasks changed. Provision on videoconferences deleted. Provision on proper implementation added. Provision on communication between parties added.
1.2	01.01.2024	<ul style="list-style-type: none">Minor formatting changes.Grouping of tasks not linked to complexity of the project. Grouping of topics with the same complexity values. Addition of reference to Register of Expert Groups.



EUROPEAN COMMISSION

[NAME DG]

[Name Directorate]

[Name Unit]

EXPERT MODEL CONTRACT

- Instructions and footnotes in green will be deleted.
- For options [in square brackets]: the applicable option must be chosen in the IT system. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear without brackets, in normal font and without the Option title.
- For fields in [grey in square brackets] (even if they are part of an option specified in the previous item): enter the appropriate data in the IT system.
- The IT system will generate a data sheet confirming the options chosen and the data entered.

EXPERT CONTRACT

NUMBER [insert number]

Between:

[*OPTION 1: European Union* ('EU'), represented by European Commission ('European Commission' or 'contracting authority'),] [*OPTION 2: European Atomic Energy Community* ('Euratom'), represented by European Commission ('European Commission' or 'contracting authority'),] [*OPTION 3 for executive agencies: [European Climate, Infrastructure and Environment Executive Agency (CINEA)] [European Education and Culture Executive Agency (EACEA)] [European Research Council Executive Agency (ERCEA)] [European Health and Digital Executive Agency (HaDEA)] [European Innovation Council and SME Executive Agency (EISMEA)] [European Research Executive Agency (REA)]* ('EU executive agency' or 'contracting authority'), under the powers delegated by European Commission ('European Commission'),] [*OPTION 4 for indirect management by EU funding bodies: [insert name of funding body]* ('contracting authority'), under the powers delegated by European Commission ('European Commission'))]

and:

[Name NAME], EX [expert candidature number], [legal address, i.e. street and number/PO box, post code, town/city, country]

1. General data

Contract number: [contract number, e.g. 690850]

Call for expression of interest: FTP Expert Call for Expression of Interest¹

¹ Experts which are part of an expert group within the meaning of Decision C(2016)3301 must in addition also comply with the Call for Application published in the [Register of Commission Expert Groups](#).

Contract form: [Expert short-form remunerated]/[Expert short-form zero fee]

Contracting authority: [European Commission]/[name of Executive Agency]/[name of EU funding body]

Contract entry into force: day on which the last party signs

Contract starting date: day after the entry into force date

Contract end date: [dd/mm/yyyy]

2. Assignment and working arrangements

The expert is engaged to assist the contracting authority as expert with the following tasks:

- [for call(s): [insert call identifier(s)]]
 - remote work
 - [Not applicable]
 - [[insert task from catalogue], [insert evaluation step]] — [between [insert starting date] and [insert end date]] [on [insert date]]
 - [insert task from catalogue], [insert evaluation step]] — [between [insert starting date] and [insert end date]] [on [insert date]]
 - ...]
 - on-site work (work involving travel)
 - [Not applicable]
 - [[insert task from catalogue], [insert evaluation step]] — at [insert address] [between [insert starting date] and [insert end date]] [on [insert date]]
 - [insert task from catalogue], [insert evaluation step]] — at [insert address] [between [insert starting date] and [insert end date]] [on [insert date]]
 - ...]]
- [for project(s): [insert project number(s) and acronym(s)]]
 - remote work
 - [Not applicable]
 - [[insert task from catalogue] — [between [insert starting date] and [insert end date]] [on [insert date]]
 - [insert task from catalogue] — [between [insert starting date] and [insert end date]] [on [insert date]]
 - ...]
 - on-site work (work involving travel)
 - [Not applicable]
 - [[insert task from catalogue] — at [insert address] [between [insert starting date] and [insert end date]] [on [insert date]]
 - [insert task from catalogue] — at [insert address] [between [insert starting date] and [insert end date]] [on [insert date]]
 - ...]]
- [for programme: [insert EU programme]]
 - remote work

- [Not applicable]
- *[[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
- *[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
- ...]
- on-site work (work involving travel)
 - [Not applicable]
 - *[[insert task from catalogue] — at [insert address] between [insert starting date] and [insert end date]] [on [insert date]]*
 - *[insert task from catalogue] — at [insert address] between [insert starting date] and [insert end date]] [on [insert date]]*
 - ...]]
- *[for organisation: [insert organisation]*
 - remote work
 - [Not applicable]
 - *[[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
 - *[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
 - ...]
 - on-site work (work involving travel)
 - [Not applicable]
 - *[[insert task from catalogue] — at [insert address] between [insert starting date] and [insert end date]] [on [insert date]]*
 - *[insert task from catalogue] — at [insert address] between [insert starting date] and [insert end date]] [on [insert date]]*
 - ...]]
- *[for:*
 - remote work
 - [Not applicable]
 - *[[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
 - *[insert task from catalogue] — between [insert starting date] and [insert end date]] [on [insert date]]*
 - ...]
 - on-site work (work involving travel)
 - [Not applicable]
 - *[[insert task from catalogue] — at [insert address] between [insert starting date] and [insert end date]] [on [insert date]]*

- [insert task from catalogue] — at [insert address] [between [insert starting date] and [insert end date]] / on [insert date]
- ...]]
- ...

in accordance with the [Expert Terms of Reference](#)² and the instructions received by the contracting authority.

The due date to submit reports and deliverables will be indicated by the contracting authority.

The timing and scope of the tasks to be actually implemented may be subject to changes, at the request of the contracting authority.

3. Remuneration

Fees/honoraria:

[OPTION 1 for zero fee contracts: Not applicable]

[OPTION 2 for remunerated contracts:

For on-site work (work involving travel, if any): fee of EUR [450/225/[.../...]] for each full/half day worked.

For remote work: fee per task performed, as follows:

- [for call(s): [insert call identifier(s)]:
 - [Not applicable]
 - [[insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - ...]
 - [for topic(s): [insert topic identifier(s)]:
 - [[insert task from catalogue], [insert evaluation step]] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue], [insert evaluation step]] — EUR [insert amount] per [insert item from catalogue]
 - ...]]
- [for project(s): [insert project number(s) and acronym(s)]:
 - [Not applicable]
 - [[insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - ...]]
- [for programme: [insert EU programme]:
 - [Not applicable]
 - [[insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]

² Experts which are part of an expert group within the meaning of Decision C(2016)3301 must in addition also comply with the Terms of Reference published in the [Register of Commission Expert Groups](#).

- ...]]
- [for organisation: [insert organisation]
 - [Not applicable]
 - [[insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - ...]]
- [for:
 - [Not applicable]
 - [[insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - [insert task from catalogue] — EUR [insert amount] per [insert item from catalogue]
 - ...]]
- ...

The maximum amount of fees paid under this Contract cannot exceed EUR [insert amount].

The remuneration is subject to the conditions set out in the [Expert Terms of Reference](#)².]

Reimbursement of expenses and allowances:

For on-site work (work involving travel, if any):

- reimbursement of travel expenses directly connected with the work in accordance with Decision [C\(2007\)5858](#)³ (from the experts official address or other point of departure — if explicitly agreed by the contracting authority before the travel arrangements are fixed) to the place of the meeting and back)
- a [increased] daily allowance in accordance with Decision [C\(2007\)5858](#)
- an [increased] accommodation allowance in accordance with Decision [C\(2007\)5858](#)

For on-site work and remote work:

- expenses incurred as a result of special instructions — if the instructions were given by the contracting authority in writing, the expenses were approved by the contracting authority in advance and the supporting documents are joined to the payment request.

The reimbursement of expenses and allowances is subject to the conditions set out in the [Expert Terms of Reference](#)².

4. Payment arrangements

Payment schedule: Payment must be requested within 30 days after receiving notification

Payment deadline: 30 days from receiving the payment request

Experts from EU countries (except Portugal) that are subject to VAT can benefit from the VAT exemption for EU contracting authorities (see [Online Manual](#)).

5. Proper implementation

The work must be performed properly (i.e. fully, timely and to the highest professional standards) and in compliance with the provisions of the Contract (including Call for Expression of Interest¹, Terms of

³ Commission Decision [C\(2007\)5858](#) of 5 December 2007 establishing rules on the reimbursement of expenses incurred by people from outside the Commission invited to attend meetings in an expert capacity (available at: http://ec.europa.eu/research/participants/data/ref/h2020/other/experts_manual/regl_experts_en.pdf).

Expert Contract number: [insert number] — [insert name]

EU Experts: Expert Model Contract: V1.2 – 01.01.2024

Reference² and Code of Conduct) and all legal obligations under applicable EU, international and national law.

The Contract does not constitute an employment agreement with the contracting authority.

The Contract must be implemented in full respect of the applicable national laws on taxes and social security.

6. Other

Communication between parties:

Communications and formal notifications to the EU services that cannot be sent through the Portal electronic exchange system must be sent to the following address: [insert functional mailbox or other e-mail address]

Communications and formal notifications to the expert that cannot be sent through the electronic exchange system will be sent to the e-mail address specified in the Portal Expert Database.

Applicable law: EU law, supplemented by the law of Belgium

Dispute settlement forum: Courts of Brussels, Belgium

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

By signing the Contract, the expert confirms that they have read, understood and accepted these terms and conditions, as well as the provisions of the following documents:

- [Expert Call for Expression of Interest¹](#)
- [Expert Terms of Reference²](#)
- [Expert Code of Conduct.](#)

which are published on the Funding & Tenders Portal and form an integral part of this Contract.

SIGNATURES

For the expert

[forename/surname]

[electronic signature]

Done in [English]

on [electronic time stamp]

For the contracting authority

[forename/surname]

[electronic signature]

Done in [English]

on [electronic time stamp]