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| logo_ec_17_colors_300dpi | EUROPEAN COMMISSIONDirectorate-General for Education, Youth, Sport and CultureCulture and Creativity**Creative Europe** |

**EXPERT CONTRACT**

**CONTRACT NUMBER** — **EAC-20XX-0XXX- xx**

This Contract (‘the Contract’) is between the following parties:

**on the one part,**

The European Union (‘the Union’), represented by the European Commission (‘the contracting authority’),represented for the purposes of signing this Contract by Ms Barbara Gessler, Creative Europe Unit, Directorate Culture and Creativity, Directorate-General Education and Culture,

**and on the other part**,

expert name

expert address
expert address line2

expert e-mail address

Nominated by institution the insert institution, in accordance with Article 6 of Decision No 445/2014/EU of the European Parliament and of the Council of 16 April 2014 establishing a Union action for the European Capitals of Culture for the years 2020 to 2033 and repealing Decision No 1622/2006/EC,

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 2andthe Declaration of absence of conflict of interests and of confidentiality set out in Annex 3 and the Reimbursement rules of travel expenditure and allowances set out in Annex 5.

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 Payment and reimbursement form template

Annex 5 Reimbursement rules of travel expenditures and allowances

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# GENERAL

## SUBJECT OF THE CONTRACT

Thesubject of the Contract is the implementation of the panel activities for the European Capitals of Culture (hereinafter referred to as "ECoC") title, in accordance with Decision No 445/2014/EU establishing a Union action for the European Capitals of Culture for the years 2020 to 2033 and repealing Decision No 1622/2006/EC, and amended by Decision (EU) 2017/1545 of the European Parliament and of the Council of 13 September 2017, and submitted in response to the call for EAC/36/2019.

# WORK TO BE PROVIDED

## WORKING ARRANGEMENTS

**2.1.** The expert’s work (set out in Annex 2) **starts** on the date on which the last party signs the contract and ends on 31 December 20XX. The expert’s work **cannot exceed** XX5 working days under this contract.

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

**2.2.** The **indicative planning** and maximum number of working days for accomplishing the tasks are as follows:

* Up to XX working days maximum for attending meetings.
* Up to XX working days maximum for city visits in the shortlisted candidate cities.
* Up to XX working days maximum for in-situ visits in designated ECoC cities.
* Up to XX working days maximum for remote work depending on the number of bids and reports assigned to the experts in accordance with the table in annex.
* The expert must contribute to the collective evaluation and corresponding monitoring reports within 21 working days after each corresponding meeting.
* Up to XX working days for contributing to the organisation of and participating in activities related to the ECoC action.

# FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

## MAXIMUM AMOUNT

The maximum amount payable under this contract is EUR XX according to articles 4 and 5.

## FEES

**4.1. The expert is entitled to the following fees:**

1. The Expert is entitled to a payment of a fixed price of EUR 500 in the form of a lump sum (hereinafter the "fee") for each full day actually worked in accordance with Article 2. The number of days to be taken into account for the preparatory work shall be based on the number of files (applications, progress reports) to examine, on the basis of one file per half day of work.
2. The Chairperson of a monitoring meeting is entitled to a quarter of a fee (EUR 125) for chairing the monitoring meeting of one city.
3. The Chairperson of a (pre)selection meeting is entitled to half a fee (EUR 250) for chairing the (pre)selection meeting.
4. Preparatory Experts are entitled to one fee (EUR 500) for preparing a (pre)selection panel report in view of the finalization of the (pre)selection report, in agreement with the Commission.
5. The Rapporteur of a monitoring meeting is entitled to one full fee (EUR 500) for the elaboration of the monitoring report.
6. The Rapporteur of a (pre)selection meeting is entitled to 1 fee (EUR 500) for the elaboration of the (pre)selection report in case 1 to 2 cities are competing, to 1.5 fees (EUR 750) in case 3 to 4 cities are competing, 2 fees (EUR 1000) in case 5 to 6 cities are competing and to 2.5 fees (EUR 1250) in case 7 or more cities are competing.
7. The Expert is also entitled to a payment of half a fee (EUR 250) for the finalization of pre-selection, and selection reports,.
8. The total amount of the fees is calculated to the nearest quart day. The total amount of fees due is calculated:
* for meeting(s) and other work involving travel: on the basis of the number of full/half days worked
* for remote work: on the basis of the number of working days that correspond to the remote tasks carried out,

as declared by the expert and approved by the contracting authority (see Article 10).

The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.

The fee(s) must be claimed in **a single payment request**, at the end of each task (Article 8).

**4.2.** If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5, and in particular reject the fees (see Article 15).

## ALLOWANCES AND REIMBURSEMENT OF EXPENSES

**5.1.** In addition to the fees specified in Article 4, the expert is entitled to the following allowances and reimbursement of expenses for **meeting(s)** and **other work involving travel**:

a. Reimburse **travel expenses** directly connected with the work specified in the Contract, from the experts official address set out in the Preamble (or other point of departure if explicitly agreed by the contracting authority before the travel arrangements are fixed) to the place of the meeting(s) and back.

 In exceptional and justified cases, the contracting authority may agree to a different point of departure. This agreement must be given before any travel tickets are purchased.

If the expert changes the point of departure without the contracting authority’s prior agreement, the reimbursement will be limited to the price of one return ticket from the expert’s official address.

b. a **daily allowance** in the form of a lump sum in accordance with Annex 5.

 Half a daily allowance shall be due when an accommodation allowance is granted in case an expert has to spend a night at the place of the meeting due to incompatible travel schedule. In case a lunch and/or a dinner are offered by the organisers, only half a daily allowance shall be due.

c. An **accommodation allowance** based on real amounts paid by the expert, with a maximum amount as stated in Annex 5. This allowance will be reimbursed on presentation of original supporting documents with the abovementioned limitation.

d. Reimburse, in justified cases and upon submission of the required supporting documents, expenses that an invited expert has incurred as a result of special instructions received in writing by the contracting authority.

e. Reimburse operating costs for participating in a videoconference if the contracting authority has agreed to the expert’s participation before the videoconference takes place.

**5.2.** Other expenses will **not be reimbursed**, in particular:

1. costs of purchasing equipment or other material needed by the expert to accomplish his/her tasks;
2. 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);
3. reckless or excessive expenses;
4. deductible VAT;
5. currency exchange losses
6. bus/metro/taxi tickets within a city.

**5.3.** If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5, and in particular reject the allowances and expenses (see Article 15).

# RIGHTS AND OBLIGATIONS OF THE PARTIES

## PERFORMANCE OF THE CONTRACT

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

The expert must implement the contract fully, within the set deadlines and to the highest professional standards.

The expert must, in particular:

* implement the work properly and in full compliance with the provisions of the contract and, in particular, with:
	+ the Code of Conduct (see Annex 1);
	+ the Terms of reference (see Annex 2), and
* ensure compliance with applicable national tax and social security law.

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

**6.2.** The expert must immediately **inform** the contracting authority, if s/he cannot fulfil his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.

**6.3.** If the expert breaches any of his/her obligations under this Article, the participating party may apply the measures set out in Chapter 5.

## KEEPING RECORDS — SUPPORTING DOCUMENTATION

**7.1.** The expert must **keep records** and other **supporting documentation** (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked, the remote tasks carried out and on travels and other expenses incurred). These must be available for review upon the contracting authority’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 (see Article 13).

**7.2.** If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5.

## REQUEST FOR PAYMENT

**8.1**. To obtain his/her fees, allowances, and reimbursement of expenses, the expert must submit a **request for payment** **within 30 days** of the date(s) for submitting the report(s) or deliverable(s) specified in Article 2, or after the last day of the meeting or remote evaluation session, whichever comes latest. This request should contain all the necessary **information** and **supporting documents** for the contracting authority to process the payment (i.e. depending on the type of payment requested: number of days worked, number of working days that correspond to the remote tasks carried out, scanned tickets for travels, scanned invoices for other expenses, etc.).

**Conversions** of costs incurred in another currency will be made by the contracting authority according to the monthly accounting rates published on the contracting authority’s website, that applied on the (first) day of the meeting or other work involving travel.

**8.2.** 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, or after the last day of the meeting or remote evaluation session, whichever comes latest.

For experts who only carry out remote evaluations, request(s) for payment must be submitted only once, within 30 days after the last report is submitted.

**8.3.** 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.

In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes: “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.

**8.4.** The expert must specify in the request the **bank account** to be used for making the payment (see Article 9).

**8.5.** If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5.

## BANK ACCOUNT

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

Name of bank:

Address of branch in full:

Exact designation of account holder:

Full account number including IBAN code:

## PAYMENTS

**10.1.** Unless Article 14 applies, the contracting authority will make payments within **30 calendar days** of receiving the completed request for payment (see article 8).

**10.2**. Payments are subject to the contracting authority’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.

**10.3.** Payments will be made in **euros**.

**10.4.** Payments will be made to the bank account specified by the expert in the request for payment (see Article 8).

**10.5**. The contracting authority’s payments are deemed to be carried out on the date on which its account is debited.

**10.6.** On expiry of the payment period specified in paragraph 1 and without prejudice to Article 14, 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 14 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/inforeuro/inforeuro_en.cfm> applicable on the day on which the contracting authority issues the payment order.

## OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

**11.1.** The Union obtains **full and irrevocable** 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 authority may exploit them as stipulated in this Contract. The Union acquires all the rights from the moment the results are delivered by the expert and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Union.

This transfer of rights is free of charge.

**11.2**. The Union acquires ownership of each of the results produced as an outcome of this Contract. which may be used, for the following purposes of:

1. 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;
2. storage of the original and copies made in accordance with this Contract;
3. archiving in line with the document management rules applicable to the contracting authority.

**11.3.** The Union may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

## PROCESSING OF PERSONAL DATA

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

The contracting party will process all personal data included in the Contract according to Regulation No 2018/1725[[1]](#footnote-1).

Such data will be processed by the Head of Unit EAC.D2, Directorate Culture and Creativity, Directorate-General for Education, Youth, Sport and Culture, European Commission (the ‘data controller’) only to perform, manage and monitor the Contract or protecting the financial interests of the EU or Euratom (including checks, reviews audits and investigations; see Article 13).

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 his/her 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 (EDPS).

### 12.2. 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 must put in place appropriate technical and organisational security measures to address data processing risks and in particular:

* 1. prevent unauthorised people from accessing computer systems that process personal data, and especially the:

unauthorised reading, copying, alteration or removal of storage media;

unauthorised data input, disclosure, alteration or deletion of stored personal data;

unauthorised use of data-processing systems by means of data transmission facilities;

* 1. ensure that access to personal data is limited to persons with special access rights;
	2. record which personal data have been communicated by the expert, when and to whom;
	3. ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
	4. ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
	5. design his/her organisational structure in a way that meets data protection requirements.

If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5.

## CHECKS, AUDITS AND INVESTIGATIONS

**13.1.** The contracting authority may — during the implementation of the Contract or afterwards — 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/has met his/her obligations.

 It may do so throughout the Contract’s validity and up to five years after the last payment is made.

The contracting authority may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so).

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 were performed.

**13.2.** Under Regulation No 2185/96[[2]](#footnote-2) and Regulation No 883/2013[[3]](#footnote-3) (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.

**13.3.** Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of the Financial Regulation No 2018/1046[[4]](#footnote-4), 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.

**13.4.** Findings in checks, audits or investigations may lead to the reduction or rejection of fees, allowances and expenses in accordance with Article 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.

**13.5.** If the expert breaches any of his/her obligations under this Article, the contracting authority may apply the measures set out in Chapter 5.

# BREACH OF CONTRACT

## SUSPENSION OF THE PAYMENT TIME LIMIT

**14.1.** The contracting authority may - at any point - suspend the payment time limit, if a request for payment cannot be approved because:

a) it does not comply with the Contract;

b) the report(s) or deliverable(s) have not been submitted or are not complete or additional work or information is needed, or

(c) there is doubt about the amounts claimed and additional checks, reviews, audits or investigations are necessary.

**14.2.** The contracting authority must formally notify the expert of the suspension and the reasons for it.

The suspension **takes effect** on the day notification is sent by the contracting authority.

If the conditions for suspending the payment time limit as referred to in paragraph 1 are 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 authority to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to missing supporting documents or information (see Article 8) and the requested document or information is not submitted within the deadline set by the contracting authority (despite a reminder), the contracting authority may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 15).

If the payment time limit has been suspended due to the non-compliance of the reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by the contracting authority or was submitted but is also rejected, the contracting authority may also terminate the Contract as referred to in Article 18.

## REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES

**15.1.** The contracting authority may reject (part of) the requested fees, allowances or expenses if:

1. (if the expert does not fulfil the tasks set out in Article 2;
2. If they do not fulfil the conditions set out in Article 4 or 5;
3. if the expert has committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1). The contracting authority must formally notify the expert of its intention of rejection, the amounts and the reasons why, and invite him/her to notify formally the contracting authority within 30 days of receiving notification of its disagreement/observations and the reasons why.

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

## RECOVERY OF UNDUE AMOUNTS

**16.1.** The contracting authority may recover any amount that was paid to the expert but is not due under the Contract.

**16.2.** The contracting authority must formally notify the expert of its intention to recover, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

 If no observations are submitted or if the contracting authority does not accept these observations, it will confirm recovery the amount to be recovered by formally notifying a ‘debit note’ to the expert. This note will also specify the terms and the date for payment.

**16.3.** The expert must repay the amount specified in the debit note to the contracting authority by the date specified in the debit note.

If payment is not made by the date specified, the contracting authority may recover the amount:

* + - * 1. by **offsetting** it — without the expert’s consent — against any amounts owed to the expert by the contracting authority (from the EU or Euratom) budget, or

b. by **taking legal action** (see Article 23).

**16.4.** If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article 10.6, from the day following the date for payment in the debit note, up to and including the date the contracting authority receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the expert, unless Directive 2007/64/EC applies.

## SUSPENSION OF THE CONTRACT

**17.1**. The contracting authority may suspend implementation of the Contract or any part of it, if:

* + - * 1. the expert is not able to fulfil his/her obligations to carry out the work required (see Article 6)
				2. the expert has committed or is suspected of having committed:

substantial errors, irregularities or fraud or

serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).

**17.2**. The contracting authority will formally **notify** the expert of the suspension of the Contract and the reasons why.

The suspension will **take effect** on the date the notification is sent by the contracting authority (see article 21).

It will be **lifted** if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be amended to adapt it to the new situation (see Article 22).

If resuming implementation of the Contract is not possible, the contracting authority may decide to terminate it (see Article 18.1).

Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

## TERMINATION OF THE CONTRACT

**18.1 Termination of the Contract by the contracting authority**

**18.1.1**. The contracting authority may at any moment terminate the Contract if:

1. the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 6); or
2. the expert has committed :
	1. substantial errors, irregularities or fraud, or is
	2. serious breach of his/her obligations under the selection procedure or under the Contract, including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1).

(c) the expert has been found guilty of grave professional misconduct, proven by any means;

(d) the expert has a conflict of interest (see Annex 3) or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or

(e) the contracting authority deems that the tasks assigned to the expert under the Contract are no longer needed.

The contracting authority may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 20 and 17).

**18.1.2**. The contracting authority must formally notify the expert of its **intention** to terminate, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

If no observations are submitted or if the contracting authority does not accept these observations, it will formally notify **confirmation** of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect** on the date the notification of the confirmation is received by the expert.

**18.2. Termination of the Contract by the expert**

**18.2.1**. The expert may terminate the Contract, if s/he is not able to fulfil his/her obligation to implement the work required (see Article 6).

* + 1. The expert must formally notify termination to the contracting authority and include:

- the reasons why and

- the date the termination will take effect. This date must be at least 15 days after the notification.

If no reasons are given or if the contracting authority considers that the reasons do not justify termination, the Contract will be considered to have been **terminated improperly** (which may lead to the rejection of fees, allowances or expenses; see Article 15).

The termination will **take effect** on the date the contracting authority will formally notify confirmation of the termination.

**18.3. Effects**

If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 8).

Only fees for days actually worked and expenses for travel actually carried out before termination may be claimed.

On termination of the Contract, the contracting authority 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.

## LIABILITY FOR DAMAGES

**19.1. Liability of the contracting authority**

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

**19.2. Liability of the expert**

Except in case of force majeure (see Article 20), the expert must compensate the contracting authority for any damage it sustains as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

## FORCE MAJEURE

**20.1.** ‘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.

The following cannot be invoked as force majeure:

* any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
* labour disputes or strikes, or
* financial difficulties.

**20.2.** Any situation of force majeure must be immediately and formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

# FINAL PROVISIONS

## COMMUNICATION BETWEEN THE PARTIES

**21.1**. Communication under the Contract (information, requests, submissions, ‘formal notifications’ etc.) 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.

**21.2.** Communications to the contracting authority must be sent to the following address:
EAC-ECOC-EXPERTS@ec.europa.eu.

**21.3.** 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 authority.

**21.4**. 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.

**21.5.** 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 to the following address:

European Commission
Directorate-General for Education, Youth, Sport and Culture
Creative Europe
J70 2/015
BE - 1049 Brussels

**21.6.** Formal notifications are considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

**21.7.** 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.

## AMENDMENTS TO THE CONTRACT

**22.1**. 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.

**22.2.** The party requesting an amendment mustformally notify the other party the requested amendment together with the reasons why.

If the party receiving the request agrees, it must sign the amendment, within 30 days of receiving notification. The amendment will be signed by both parties. If it does not agree, it must formally notify its disagreement within the same deadline. An amendment **enters into force** on the day of the last signature.

The amendment **takes effect** on the date of entry into force or a future date agreed by the parties.

## APPLICABLE LAW AND DISPUTE SETTLEMENT

**23.1.** This Contract is governed by Union law and is supplemented, where necessary, by the law of Belgium

**23.2.** Disputes concerning the Contract’s interpretation, application or validity that cannot be settled amicably must be brought before courts of Brussels (Belgium)

## ENTRY INTO FORCE

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

Done in two copies in English.

|  |  |
| --- | --- |
| For the Expert, completeDate:Signature: | For the contracting authority, Barbara Gessler, Head of UnitDate:Signature: |

ANNEX 1 - CODE OF CONDUCT FOR EXPERTS

## PERFORMANCE OF THE CONTRACT

1. The expert works independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
3. carry out his/her work in a confidential and fair way
4. assist the contracting authority or relevant service to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
5. Follow any instructions and time-schedules given by the contracting authority or relevant service and deliver consistently high quality work.
6. The expert may not delegate another person to carry out the work or be replaced by any other person.

## OBLIGATIONS OF IMPARTIALITY

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

The contracting authority 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 his/her work, or that could reasonably appear to do so in the eyes of an external third party.

1. **Consequences of a situation of conflict of interest:**
2. If a conflict of interest is reported by the expert or established by the contracting authority or relevant service, the expert must not carry out the work;
3. If a conflict becomes apparent in the course of his/her work, the expert must inform immediately the contracting authority or relevant service. If a conflict is confirmed, the expert must stop carrying out his/her work. If necessary, the expert will be replaced.

## OBLIGATIONS OF CONFIDENTIALITY

1. The contracting authority and the expert must treat confidentiallyany 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 his/her work.

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

 In particular, the expert:

1. must not discuss his/her work with others, including other experts or contracting authority or relevant service staff not directly involved in this work
2. must not disclose:
* any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations under the Contractwithout prior written approval of the contracting authority
* his/her advice to the contracting authorityor relevant serviceon his/her work to any other person (including colleagues, students, etc.)
1. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from his/her 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 his/her work as instructed.
2. If his/her work takes place in premises controlled by the contracting authority or relevant service, the expert:
3. must not remove from the premises any copies or notes, either on paper or in electronic form
4. 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 his/her work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete his/her work, he/she:
6. must respect the overall rules for confidentiality for obtaining such information
7. must not contact third parties without prior written approval of the contracting authority.
8. These confidentiality obligations are binding on:
9. the contracting authority (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[[5]](#footnote-5)
10. 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:
	* 1. the contracting authority agrees to release the expert from the confidentiality obligations earlier ;
		2. the confidential information becomes public through other channels;
		3. disclosure of the confidential information is required by law.

ANNEX 2 - TERMS OF REFERENCE

## Name of the panel

The name of the panel is “Expert Panel for the European Capitals of Culture 2020-2033”.

The expert panel is established in accordance with Article 6 of Decision No 445/2014/EU of the European Parliament and of the Council of 16 April 2014 establishing a Union action for the European Capitals of Culture for the years 2020 to 2033 and repealing Decision No 1622/2006/EC, and amended by Decision (EU) 2017/1545 of the European Parliament and of the Council of 13 September 2017[[6]](#footnote-6).

### ****Requirements****

All Panel members (‘experts’) shall be citizens of the Union. They shall be independent, which means that they must act in a personal capacity and not on behalf of any organisation. They shall also have substantial experience and expertise in the cultural sector, in the cultural development of cities or in the organisation of a European Capital of Culture event or an international cultural event of similar scope and scale.

The experts are however responsible to the relevant Member State and Union institutions and bodies that have appointed them and must provide them with duly justified recommendations on the basis of which informed decisions can be taken.

While the national members serve for the selection and monitoring phases only for the country, which has appointed them, the European members serve, in principle, for terms lasting three years. However, the arrangements in the Decision mean that the replacement of European members is staggered in order to prevent a loss of know-how and memory, which would occur if the members were all replaced simultaneously.

All the Panel members must sign a statement of non-conflict of interest with regard to the candidate cities before both the meeting the pre-selection meeting. These declarations shall be stored by the Member States where the competition takes place, activing as the national authority. It is the responsibility of Panel members to declare any changes to their professional or private duties, which may give rise to an actual or potential conflict of interest. In the event of such a declaration by a member, or if such a conflict of interest becomes known, that member shall resign.

### ****Publication of the names of Panel members****

The names of all Panel members appear in the report produced by the Panel at pre-selection phase.

However, it should be noted that in some Member States transparency rules could mean that the national authorities are obliged to release the names earlier. It should also be noted that as the European members are appointed for a three-year term, once their selection is made public, it is no longer possible to keep their identity secret. As a general rule, Member States publish the names of all Panel's experts one week prior to the pre-selection meeting in a press release or on the Managing Authority's website. For the purposes of this contract the Managing Authority refers to the Member State where the competition takes place.

## Context and background information

The Union action for the European Capitals of Culture (ECoC) 2020-2033 is established and governed by Decision No 445/2014/EU of the European Parliament and of the Council[[7]](#footnote-7) as amended by Decision (EU) 2017/1545[[8]](#footnote-8) ("the Decision").

The Decision specifies in particular the objectives of the action (Article 2) and the criteria according to cities bidding for the ECoC title are assessed (Article 5).

It lays down the selection procedure for designating the ECoC (Articles 7 to 10) as well as the monitoring procedure aiming at providing guidance and support to the designated cities during their preparation phase up to the title-year (Article 13).

To carry out these selection and monitoring procedures, the Decision establishes a Panel of independent experts ("the Panel") (Article 6).

The role of the Panel is essential in the designation and preparation process of the ECoC, for the quality of the action and consequently the credibility and the prestige of the title.

These terms of reference are based to a large extent on the above-mentioned Articles of the Decision and:

* clarify the rules governing the Panel;
* provide its members with useful information about the Panel's composition, functioning and role during the selection and monitoring procedures and
* set out the work to be provided as indicated at Article 2 of the Contract..

## Purpose, objectives and scope

Each year, two Member States are entitled to host the ECoC action in turn according to a chronological order annexed to the Decision. Furthermore, every third year starting from 2021, cities in EFTA/EEA countries, candidate countries and potential candidates for EU membership may also hold the title (as long as these countries participate in Creative Europe or the subsequent EU programme supporting culture).

Each Member State manages its own selection competition for the ECoC title at national level, under the responsibility of its relevant authority and with the assistance of the European Commission. The Commission is directly responsible for the organisation of the open competitions for cities in EFTA/EEA countries, candidate countries and potential candidates.

In practical terms, this means that, every year, parallel competitions will run at national level in two different Member States, and that, every third year, a third competition – open only to cities in EFTA/EEA countries and (potential) candidate countries – will also take place.

The selection phase is organised in two stages: a pre-selection stage and a final selection stage, each including a meeting of the Panel, during which the latter assesses candidate cities. It starts with the publication of a call for submission of applications at least six years before the year of the title and ends up with the formal designation of the cities as European Capitals of Culture on the basis of the Panel's recommendation, normally around four years before the year of the title.

There is then a monitoring phase aiming to help each designated city in its preparations up to the beginning of the title-year. This phase is coordinated by the European Commission, which shall convene three meetings between the Panel and the designated cities. On top of these meetings, the Commission may also organise visits of a delegation of the Panel to these cities whenever necessary.

At the end of this phase, acting on the reports of the Panel, the Commission will decide whether or not it should pay to the cities concerned the "Melina Mercouri Prize", an EU pecuniary Prize in honour of the former Greek Minister for Culture, who invented the concept of ECoC.

## Working approach, methodology and deliverables

### ****Election and role of the chairperson****

The Panel shall designate its chairperson. In practice, a chairperson is appointed for each single competition as the membership of the Panel varies from one competition to the other. It is recommended that the chairperson be deputised by a vice-chairperson.

The chairperson and the vice-chairperson shall be designated during the first pre-selection meeting for a given competition.

The chairperson is appointed from among the European members. He/she shall lead the meetings, coordinate the content of the reports and be the main point of contact for dealings with the short-listed and selected cities. As there is considerable media interest in the ECoC action and the work of the Panel, the chairperson is very publicly visible, and may also have to deal with regular queries from the press.

The chairperson and vice-chairperson shall be designated by consensus. If no consensus can be found, a voting shall take place. The chairperson and vice-chairperson will thus be elected by means of simple majority out of the members of the Panel.

Members of the Panel are entitled to contest the position of the chairperson at a later stage for duly justified reasons. In this instance, a new selection process will be carried out in line with the procedure described above.

### ****Role of the Panel in the pre-selection phase****

All Panel members will be invited by the Managing Authority concerned (for competitions in Member States) to a pre-selection meeting.

Members should be present for the whole duration of the meeting, including the final deliberation and final voting. If, for whatever reason, a member can't be present for the whole duration of a meeting, he/she must inform the Commission beforehand and will not participate in the meeting at all. To ensure maximum attendance, the Managing Authority and the Commission shall seek to confirm the dates of the meetings as far in advance as possible and to prepare an agenda as convenient as possible for the Panel.

The pre-selection meeting is organised by the Member State concerned (usually) in its capital city. The duration of the pre-selection meeting will depend on the number of candidate cities.

The aim of the pre-selection meeting is for the Panel to assess the applications of the candidate cities against the objectives and criteria laid down in Article 2 and Article 5 of the Decision, compare them and identify which ones are the best. The Panel shall assess the candidate cities on the basis of their written applications submitted as well as their hearings[[9]](#footnote-9). In their assessments of the candidate cities, the Panel members are invited to use the template of the evaluation grid that the Managing Authority will provide.

The Panel's members should read the applications carefully ahead of the pre-selection meeting and be in a position to ask relevant questions to the delegations of candidate cities during the hearings.

### ****Role of the Panel in the selection procedure****

All Panel's members will be invited by the Managing Authority concerned (for competitions in Member States) or the Commission (for the open competitions) to a pre-selection meeting and a final selection meeting.

Each member shall strive to be present at both meetings. Members should be present for the whole duration of the meetings, including the final deliberation and final voting. If, for whatever reason, a member can't be present for the whole duration of a meeting, he/she must inform the Commission beforehand and will not participate in the meeting at all. To ensure maximum attendance, the Managing Authority and the Commission shall seek to confirm the dates of the meetings as far in advance as possible and to prepare an agenda as convenient as possible for the Panel.

The pre-selection and final selection meetings are organised by the Member State concerned (usually) in its capital city (for the competitions in Member States) or by the Commission (usually) in Brussels (for the open competitions for cities in EFTA/EEA countries, candidate countries and potential candidates). The duration of the pre-selection and final selection meetings will depend on the number of candidate – respectively pre-selected – cities.

The aim of the pre-selection and final selection meetings is for the Panel to assess the candidate cities against the objectives and criteria laid down in the Decision, compare them and identify which ones are the best. The Panel shall assess the candidate cities on the basis of their written applications submitted as well as their hearings[[10]](#footnote-10). In their assessments of the candidate cities, the Panel members are invited to use the template of the evaluation grid that the Managing Authority will provide.

The Panel's members should read the applications carefully ahead of the pre-selection and final selection meetings and be in a position to ask relevant questions to the delegations of candidate cities during the hearings.

#### **Pre-selection phase**

At the pre-selection meeting, after the hearing of the candidate cities, the Panel shall meet in camera[[11]](#footnote-11) to discuss the merits of each city against the ECoC objectives and criteria and shall agree on a shortlist of candidate cities which shall be invited to revise and complete their application during the selection phase ("pre-selected cities").

In its work, the Panel should try to reach a consensus regarding the number of cities to be shortlisted and the cities to be put on the short-list.

If consensus cannot be reached between the Panel's members, a vote shall be organised. The rules of votes are detailed in the Rules of the Procedure for the ECoC competition published by the Member State concerned (for competitions in Member States) or by the Commission (for the open competitions). We therefore invite you to read this document on the website of the Member Sate concerned, respectively on the Commission website (at the web address indicated above).

The Decision does not specify any set number of pre-selected cities. The quality of the bid in relation to the objectives and criteria put forward in the Decision is the most crucial element for pre-selecting a city. It is, however, recommended to shortlist a maximum of two to four cities, depending on the quality of the bids. It would be neither useful nor efficient (waste of time, money, energy) to pre-select a city which the Panel considers to have no real chance of receiving its recommendation at the final selection stage.

The Panel as a whole shall endorse the final decision.

The Panel shall issue a report, the outline of which shall be agreed upon by the Panel before the end of the meeting.

This report shall contain a short presentation and a general assessment of all applications, the shortlist of cities which are to be considered further as well as recommendations to these cities. It shall be drafted by a rapporteur (chosen either from among the Panel's members).

The draft of the report shall be prepared (in English) by the rapporteur after the meeting, circulated to all Panel's members, who may suggest corrections or additions, putting the Managing Authority and the Commission in copy. Once the report is agreed upon and signed by all Panel's members (by e-mail), it is forwarded to the Managing Authority and the Commission in principle no later than 21 working days after the end of the pre-selection meeting. The report will be made public by these two institutions as soon as possible.

The quality and consistency of the Panel's report is crucial as it is on this basis that each Member State (the Commission for the open competition) will formally approve the short-list.

Immediately after the pre-selection meeting, a press event will take place during which the chairperson will disclose the list of recommended pre-selected cities without giving further explanations.

#### **Final selection phase**

At the final selection meeting, after the hearing of the pre-selected cities[[12]](#footnote-12), the Panel shall meet in camera[[13]](#footnote-13) to discuss the merits of each city against the ECoC objectives and criteria and agree on one city to be recommended for the title. If none of the candidate cities fulfil the criteria, the Panel may recommend not awarding the title.

In its work, the Panel should try to reach a consensus.

If consensus cannot be reached between the Panel's members, a vote shall be organised. The rules of votes are detailed in the Rules of the Procedure for the ECoC competition published by the Member State concerned (for competitions in Member States) or the Commission (for the open competitions).

The Panel as a whole shall endorse the final decision.

The Panel shall issue a report, the outline of which shall be agreed upon by the Panel before the end of the meeting.

This report shall contain a general assessment of all applications and a duly justified recommendation for the nomination of one city as the European Capital of Culture. It shall also contain recommendations to the city concerned regarding the progress to be made by the year of the title.

The drafting arrangements for the report are the same as in the pre-selection phase.

The report shall be made public by the Managing Authority and the European Commission as soon as possible.

The quality and consistency of the Panel's report is crucial as it is on this basis that each Member State (or the Commission for the open competitions) will formally nominate one city to be European Capital of Culture, and notify it to the relevant European institutions and bodies. It is also on this basis that the Commission will decide whether or not to award the designated cities with the Melina Mercouri Prize.

As for pre-selection, immediately after the final selection meeting, a press event will take place during which the chairperson will disclose the name of the city recommended by the Panel without giving further explanations.

### ****Role of the Panel during the monitoring procedure****

The monitoring phase takes place from the designation of the cities as European Capitals of Culture until the start of the title-year.

In this context, the Commission shall convene three meetings between the Panel and the designated cities. The first meeting shall take place three years before the year of the title; the second meeting shall take place eighteen months before the year of the title and the third meeting shall take place two months before the year of the title.

The aims of the meetings are to monitor the implementation of the objectives and criteria of the ECoC action, to take stock of and assess the preparations achieved and to check that the commitments made at selection phase are being fulfilled. It is also to provide the designated cities with support and guidance from their designation until the start of the event.

Each member shall strive to be present at all monitoring meetings. Members should be present for the whole duration of the meetings. To ensure maximum attendance, the Commission shall seek to confirm the dates of these meetings as far in advance as possible and to prepare an agenda as convenient as possible for the Panel.

A few months ahead of the first monitoring meeting, the Commission, on the basis of the application submitted at selection phase and the Panel's selection report, sends a list of questions to be replied to by a given designated city. The responses shall serve as the core of the progress report the city has to provide normally a month ahead of the meeting.

Each Panel member must carefully read the reports provided by the cities ahead of the monitoring meeting. This preparation is essential so that the Panel is in a position to ask informed questions to the delegation of the city concerned during the meeting.

The debate during the first monitoring meeting will focus on the issues highlighted in the questionnaire sent to the city. In addition, the Panel will be free to raise any other points regarding the preparation of the event.

At the end of the meeting, the Panel will prepare its report and conclusions (in English), based on a draft submitted by the Commission. The report will summarise the steps to be taken or the elements to be improved, in particular in relation to the commitments made at selection phase and to the objectives and criteria of the ECoC action. It shall clearly stress the points to be examined at the following monitoring meeting. This report will be made public.

The same principles apply for the second and third monitoring meetings: in these cases, the questions to be answered by the city prior to the meeting for its progress report will be based on the recommendations made during the previous monitoring meeting and any other issue which may have come to light in the meantime.

The quality and consistency of the Panel's reports is crucial. It is indeed on the basis of the Panel's final monitoring report that the Commission will take its decision on whether or not to pay the Melina Mercouri financial Prize to the Capital concerned.

The payment of the Prize depends on the Capitals having complied with the criteria of the action, honoured the commitments made at the application stage and taken into account the Panel's recommendations, as laid down in Article 14 of the Decision. In making its decision, the Commission must be certain that all these conditions are met as it has a responsibility for the sound financial management of public funds.

### ****Visits to the cities****

#### **Visits during the selection phase**

To prevent any possible conflicts of interest arising, no visits of the Panel to the candidate cities shall take place prior to the pre-selection meeting after they have expressed their intention to bid. No invitation from any candidate city shall be accepted by any Panel member.

For competitions in Member States[[14]](#footnote-14), during the final debate of the pre-selection meeting, the Panel can express the wish that a delegation visit the short-listed cities. In such a case, the visit shall take place after the deadline for submitting the revised applications, and prior to the final selection meeting. The aim is for the Panel to get in situ a better understanding of the candidacies as well as the level of ownership among the city's inhabitants and key stakeholders.

Two to four Panel members will in principle be delegated to represent the whole Panel. At least one member of the delegation shall be a European member. The names of the delegates are decided upon during the pre-selection meeting. As far as possible, a gender balance will be ensured.

The delegates should relate orally their visits to the whole Panel as factually and comprehensively as possible before the cities present their revised bid at the final selection meeting.

Equal treatment between all pre-selected cities must be ensured, which means that all pre-selected cities must be visited and that the amount of time spent in each city is the same. The visit of each city should last roughly one working day. The visits shall be organized by the cities concerned with the Managing Authority.

#### **Visits during the monitoring phase**

The complexity of the ECoC action requires a pragmatic and case by case approach as some cities will experience greater difficulties than others.

If specific problems regarding the preparation of the ECoC arise in a given city, it can prove useful and sometimes even necessary for visits to be made during the monitoring phase.

The aims of such visits are for the Panel to meet in situ the team in charge of implementing the ECoC as well as the local authorities and other key stakeholders in order to improve its overall assessment of the preparations and for the cities to receive from the Panel hand-on guidance and assistance in a manner which is more informal than during the monitoring meetings.

Such visits can be triggered either at the request of the Panel or at the request of the Capitals themselves. In both cases, the Commission must be consulted in advance and give its consent.

In principle one or two members of the Panel will be mandated for the visit on behalf of the whole Panel. The Panel member(s) must ensure that no possible conflicts of interests or perceptions of conflicts of interest could arise.

Following the visits, the visiting Panel members should relate in an objective way their own opinion to the whole Panel in writing, and a report should be sent to the city visited.

These visits shall be organised by the Commission in cooperation with the cities concerned. They shall in principle last one day and the accommodation for the European members shall be organised and paid for by the Commission.

### ****Contacts with cities****

Contacts between members of the Panel and candidate cities are not permitted prior to the pre-selection stage. After the list of the pre-selected cities is announced, the Managing Authority may organize a meeting between the chairperson and pre-selected cities. In such a case, the chairperson must abide by the principle of equal treatment for all pre-selected cities.

The principle of confidentiality will apply to the deliberations of the Panel and individual members of the Panel will not comment on the proceedings. This also applies to the chairperson in any public comments s/he makes.

No Panel member is allowed to attend the meetings organised by the informal network of past, present and future ECoCs without the prior agreement of the European Commission, and informing their fellow Panel members.

### ****Contacts with the press****

Journalists sometimes seek to contact the Panel members during the competition process in order to get an interview or ask their view about the candidate cities. In the interests of avoiding misrepresentations or perceptions of conflicts of interest, Panel members should decline such invitations and refer the queries to the European Commission.

Concerning contacts with journalists on the occasion of the pre-selection meeting, s the chairperson or another designated member of the Panel may respond to journalists' queries in these specific circumstances, with the agreement also of the European Commission.

### ****Confidentiality****

The work of the Panel is confidential. Panel members must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the work of the Panel.

The Panel members must not discuss their work with others (including other experts, colleagues, students, etc…) or with service staff not directly involved in the work of the Panel. The discussions and conclusions of the Panel should not be disclosed, beyond the information published according to the Decision.

### ****Invitations to Panel members to attend other events****

The experts serving as Panel members may find themselves solicited to contribute to the organisation or attend events connected with the ECoC action in their capacity as Panel members.

For this, they should seek prior agreement of the European Commission, and inform their fellow Panel members accordingly.

If Panel members are invited in their capacity as cultural experts to events but find themselves probed in their capacity as a member of the Panel, they must exercise the utmost caution and prudence and avoid commenting on their role as a Panel member. They have to inform the Panel and the Commission about such debates if necessary.

No Panel member is allowed to represent the whole Panel to deliver recommendations or to express his/her view on the preparation of a city for the event on behalf of the Panel without consulting it in advance.

### ****Practical provisions****

The expenses (as defined in Chapter 3 of the contract) incurred for the participation of the European Panel members in all the above-mentioned meetings. Furthermore, in some cases, the Commission may also cover the costs of the Experts’ participation to other events connected with the ECoC action of this is in the interest of the European Union. The Commission shall reimburse the travel expenditure (economy class airplane tickets, first class train tickets), a daily allowance (for every day from the departure to the return to home) and a fee for each day of attendance and for the preparatory work.

The Commission (either directly or via a contractor) will take over all bookings and payments regarding the meeting (trips, hotel and fees) of the European members of the Panels.

## Distribution of work among the experts

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ECoC year** | **Nature of task** | **Number of experts** | **Indicative dates** | **Location** | **Indicative No of preparatory workdays at remote place** | **Indicative No of workdays at location** |
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The expert’s work **cannot exceed** XX working days under this contract.

## Meetings, reporting and deadlines

Reports shall be submitted to the Commission within 21 days from the end of the corresponding meeting. For a provisional planning table of the meetings see table under Article 5 of the Terms of Reference.

ANNEX 3 – DECLARATION OF ABSENCE OF CONFLICT OF INTERESTS AND OF CONFIDENTIALITY

1. Conflict of interests

I, the undersigned Expert’s name, 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. 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 authority.

**Disqualifying conflict of interests:**

* Direct benefit in case of advice on development of a new policy;
* Involvement in the preparation of the bids/applications ;
* Direct benefit in case of acceptance of the bids/applications ;
* Close family relationship with any person representing a participating organisation in the bids/applications;
* 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 bids/applications 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 files 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.

1. 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 authority.

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 the panel 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.

Expert: Expert’s name

Date:

Signature:

ANNEX 4 – PAYMENT AND REIMBURSEMENT FORM TEMPLATE

**EUROPEAN CAPITALS of CULTURE**

**Payment and Reimbursement Form**

**Title, City, Date**

**Date:**

Contract number:

Name:

Address:

For the preparation of and attendance at the:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Detail** | **Amount** **in EUR** | **Amount** **in other currency** |
| **Fees(500 € per day)** |  |  |  |
| **Daily allowances (xx € per day)** |  |  |  |
| **Accommodation Allowance(xx € per night)[[15]](#footnote-15)** |  |  |  |
| **Travel[[16]](#footnote-16)** |  |  |  |
| **Total: to be summed up** |  |  |  |

Signature:

Bank name:

Account

Bank Address:

International Bank Account Number (IBAN):

ANNEX 5 – REIMBURSEMENT RULES OF TRAVEL EXPENDITURES AND ALLOWANCES

In summary, the rules are as follows:

1. for distances of less than 400 km (one way, according to official distance by rail): - train travel (1st class); the original ticket has to be presented with the final declaration of expenses; - travel by private car shall be reimbursed at the price of the train travel (1st class) or, if there is no train travel for this journey, on the current rate of EUR 0.22 per km.

b. for distances of more than 400 km: economy class air travel.

As a general rule, **the most economical means of travelling and the most direct journey have to be chosen**. Taxi fares shall not be reimbursed, except specific decision by DG EAC of the Commission.

A full daily allowance will be paid to Panel members residing over 100 kilometres from the city where the meeting or visit is organised. The daily allowance paid for each full day of the meeting is a flat rate to cover all expenditure at the place where the meeting or visit is held, including for example meals and **local** transport (bus, tram, metro, taxi, parking, motorway tolls, etc.) as well as travel and accident insurance and civil liability insurance. If the place of departure is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%. Half a per diem shall be due when an accommodation allowance is granted in case an expert has to spend a night at the place of the meeting due to incompatible travel schedule.

Experts who have to spend one or more nights at the place where the meeting or visit is held due to the fact that the times of the meeting or visit in question are incompatible with the times of flights or trains shall also be entitled to an accommodation allowance, provided that accommodation's costs have actually incurred.

Both accommodation and daily allowances are based on the Guide to missions. The daily allowance is a lump sum while the accommodation allowance will be reimbursed base on presentation of original supporting documents with the maximum amounts mentioned in Annex 5.

**Daily and accommodation allowances**

**DESTINATION Daily allowance Accommodation allowance[[17]](#footnote-17)**

Austria 102 132

Belgium 102 148

Bulgaria 57 135

Cyprus 88 140

Croatia 75 110

Czech Republic 70 124

Denmark 124 173

Estonia 80 105

Finland 113 142

France 102 180

Germany 97 128

Greece 82 112

Hungary 64 120

Ireland 108 159

Italy 98 148

Latvia 73 116

Lithuania 69 117

Luxembourg 98 148

Malta 88 138

Netherlands 103 166

Poland 67 116

Portugal 83 101

Romania 62 136

Slovakia 74 100

Slovenia 84 117

Spain 88 128

Sweden 117 187

1. Regulation (EU) No 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/EC (OJ L 295/39, 21.11.2018). [↑](#footnote-ref-1)
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). [↑](#footnote-ref-2)
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). [↑](#footnote-ref-3)
4. Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L193/30.07.2018, p.1) [↑](#footnote-ref-4)
5. OJ 45, 14.6.1962, p. 1385. [↑](#footnote-ref-5)
6. https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1573138600933&uri=CELEX:02014D0445-20171005 [↑](#footnote-ref-6)
7. Official Journal of the European Union, OJ L 132 of 3 May 2014: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2014:132:TOC>. [↑](#footnote-ref-7)
8. Official Journal of the European Union, OJ L 237 of 13 September 2017: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32017D1545>. [↑](#footnote-ref-8)
9. Hearings of the cities are closed. No filming or recording of the presentations is allowed. Please note that there is no meeting with candidate cities at pre-selection phase in the framework of the open competition for cities from EFTA/EEA countries, candidate countries and potential candidates. [↑](#footnote-ref-9)
10. Hearings of the cities are closed. No filming or recording of the presentations is allowed. Please note that there is no meeting with candidate cities at pre-selection phase in the framework of the open competition for cities from EFTA/EEA countries, candidate countries and potential candidates. [↑](#footnote-ref-10)
11. The representatives of the European Commission and of the Managing Authority attend the debates and the voting to provide guidance concerning the rules if need be and to ensure that all rules and procedures are correctly followed. [↑](#footnote-ref-11)
12. As for pre-selection, hearings of the cities are closed. No filming or recording of the presentations is allowed. [↑](#footnote-ref-12)
13. As for pre-selection, the representatives of the European Commission and of the Managing Authority attend the debates and the voting to provide guidance concerning the rules if need be and to ensure that all rules and procedures are correctly followed. [↑](#footnote-ref-13)
14. For open competitions between cities from EFTA/EEA countries, candidate countries or potential candidates, such city visits can take place upon discretion of the Commission. [↑](#footnote-ref-14)
15. Reimbursed base on presentation of original supporting documents with a maximum amount as stated in Annex 5. [↑](#footnote-ref-15)
16. Reimbursed based on presentation of original supporting documents. [↑](#footnote-ref-16)
17. The amounts are maximum amounts. This allowance will be reimbursed based on presentation of original supporting documents with a limitation to the maximum stated in this column. [↑](#footnote-ref-17)