



## EUROPEAN COMMISSION

Directorate-General for Education, Youth, Sport and Culture

Culture, Creativity and Sport  
**Creative Europe**

### EXPERT CONTRACT

#### CONTRACT NUMBER — EAC-2023-0XXX- 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 the Head of Creative Europe Unit, Directorate Culture, Creativity and Sport, Directorate-General Education, Youth, Sport and Culture,

**and on the other part,**

[expert name](#)

[expert address](#)

[expert address line2](#)

[expert e-mail address](#)

Nominated by the European Commission.

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

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2 and the 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              |

## TERMS AND CONDITIONS

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## **Preamble**

In 2023, the European panel of independent experts shall assess the evaluation of the 2023 Selection Period and issue an evaluation report on the quality of the candidates pre-selected for the label, including, if necessary, recommendations to be taken into account for the following selection period. The Selection process is at the core of the efficient implementation of Decision 1194/2011/EU.

In 2024, the European panel of independent experts shall monitor the labelled site and issue a report on the state of the sites awarded the label, including, if necessary, recommendations to be taken into account for the following monitoring period. The monitoring process is at the core of the efficient implementation of Decision 1194/2011/EU.

In 2025, the European panel of independent experts shall assess the evaluation of the 2025 Selection Period and issue an evaluation report on the quality of the candidates pre-selected for the label, including, if necessary, recommendations to be taken into account for the following selection period. The Selection process are at the core of the efficient implementation of Decision 1194/2011/EU.

## **CHAPTER 1 -**

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

The subject of the Contract is the implementation of the panel activities for the European Heritage Label (hereinafter referred to as “EHL”), in accordance with Decision 1194/2011/EU of the European Parliament and of the Council of 16 November 2011, establishing a European Union action of the European Heritage label for 2023.

## **CHAPTER 2 - WORK TO BE PROVIDED**

### **ARTICLE 2 - 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 2023. The expert’s work **cannot exceed** 22 working days per working year 2023.

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

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

- Estimated 5 working days for attending meetings;
- Estimated 10 working days for remote work covering the assessment of application during selection years, the collective evaluation and final monitoring during

evaluation years, depending of the number of application or sites evaluated, together with the drafting of the final report when applicable.

- Estimated 5 working days for contributing to the organisation of and participating in activities related to the EHL action.

In addition, the expert must perform all the **respective** tasks for the Selection year in accordance with Annex 2.

**2.3.** The expert must participate to the whole duration of a meeting. Failing this requirement, the expert will not be paid for his/her participation in the respective meeting.

## **CHAPTER 3 - FEES, ALLOWANCES AND REIMBURSEMENT OF EXPENSES**

### **ARTICLE 3 - MAXIMUM AMOUNT**

The maximum amount payable under this contract is EUR 11,000.00 according to articles 4 and 5.

### **ARTICLE 4 - 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 working day actually worked in accordance with Article 2. The number of days to be taken into account for the work shall be based on the number of files to examine and the status of the expert in the panel (rapporteur, reader, chairperson).

Status of the Panel member	Number of reports or applications to assess per day (full lump sum)
Reader	6
Rapporteur	4
Chairperson	4

2. The Chairperson and a maximum of two members of the panel will be entitled to supplementary fees for the consolidation, proof-reading and final writing of the monitoring report. The number of supplementary fees will be agreed with the Commission at the final stage of the selection or monitoring phase.
3. The total payment will be calculated to the nearest half day. A full working day is 8 hours. The expert is entitled to fees:
  - 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).

4. The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.1.
5. Other tasks related to the European Heritage Label action (such as promotion of the initiative, improvement of forms and documents) may be requested by the Commission and will be remunerated under the same conditions.

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

## **ARTICLE 5 - 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. Reimbursement of **travel expenses** directly connected with the work specified in the Contract, from the expert's 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. Reimbursement, in justified cases and upon submission of the required supporting documents, of expenses that an invited expert has incurred as a result of special instructions received in writing by the contracting authority.
- e. Reimbursement of 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:

- a. costs of purchasing equipment or other material needed by the expert to accomplish his/her tasks;
- b. expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget)

and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);

- c. reckless or excessive expenses;
- d. deductible VAT;
- e. currency exchange losses
- f. 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).

## **CHAPTER 4 - RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **ARTICLE 6 - 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 authority may apply the measures set out in Chapter 5.

### **ARTICLE 7 - 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.

## **ARTICLE 8 - 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.

## **ARTICLE 9 - BANK ACCOUNT**

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

Name of bank:



Expert Contract number: EAC-2023-XX-XX-Name

Address of branch in full:

Exact designation of account holder:

Full account number including codes: IBAN code:

## ARTICLE 10 - 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](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.

## **ARTICLE 11 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)**

**11.1.** The Union must **fully and irrevocably** acquire the **ownership** of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the Contract. The contracting authority may exploit them as stipulated in this Contract. The Union must acquire 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.

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

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this Contract;
- (c) archiving in line with the document management rules applicable to the contracting 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.

## **ARTICLE 12 - PROCESSING OF PERSONAL DATA**

### **12.1. Processing of personal data by the contracting authority**

The contracting authority will process all personal data included in the Contract according to Regulation No 2018/1725<sup>1</sup>.

Such data will be processed by the Unit EAC.D2, Directorate Culture, Creativity and Sport, Directorate-General for Education, Youth, Sport and Culture, European Commission (the ‘data controller’) only to perform, manage and monitor the Contract.

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

The expert has the right to access 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

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<sup>1</sup> 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).

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:

- a. prevent unauthorised people from accessing computer systems that process personal data, and especially the:
  - i. unauthorised reading, copying, alteration or removal of storage media;
  - ii. unauthorised data input, disclosure, alteration or deletion of stored personal data;
  - iii. unauthorised use of data-processing systems by means of data transmission facilities;
- b. ensure that access to personal data is limited to persons with special access rights;
- c. record which personal data have been communicated by the expert, when and to whom;
- d. ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- e. ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- f. design 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.

## **ARTICLE 13 - 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<sup>2</sup> and Regulation No 883/2013<sup>3</sup> (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any

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<sup>2</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996).

<sup>3</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation

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<sup>4</sup>, 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.

## **CHAPTER 5 - BREACH OF CONTRACT**

### **ARTICLE 14 - 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.

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(EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248).

<sup>4</sup> Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 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)

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.

## **ARTICLE 15 - 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:

- (a) the expert does not fulfil the tasks set out in Article 2;
- (b) the expert does not fulfil the conditions set out in Articles 4 and 5;
- (c) 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.

## **ARTICLE 16 - 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:

- a. 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.

## **ARTICLE 17 - SUSPENSION OF THE CONTRACT**

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

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

**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.

## **ARTICLE 18 - 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:

- (a) the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 6); or
- (b) the expert has committed:
  - i. substantial errors, irregularities or fraud, or is
  - ii. 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).

**18.2.2.** 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.

## **ARTICLE 19 - 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.

## **ARTICLE 20 - 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.

## **CHAPTER 6 - FINAL PROVISIONS**

## **ARTICLE 21 - 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-unite-d2@ec.europa.eu](mailto:EAC-unite-d2@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.

## **ARTICLE 22 - 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 must formally 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.

## **ARTICLE 23 - 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)

## **ARTICLE 24 - ENTRY INTO FORCE**

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

Done in two copies in English.

The Expert:  
[complete](#)

For the contracting authority  
The Head of Unit

Date:

Date:

Signature:

Signature:

## ANNEX 1 - CODE OF CONDUCT FOR EXPERTS

### ARTICLE 1 - PERFORMANCE OF THE CONTRACT

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

### ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

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

### 3. **Consequences of a situation of conflict of interest:**

- a. If a conflict of interest is reported by the expert or established by the contracting authority or relevant service, the expert must not carry out the work;
- b. 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.

### ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. The contracting authority and the expert must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.

2. The expert undertakes to observe strict **confidentiality** in relation to 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:

- i. must not discuss his/her work with others, including other experts or contracting authority or relevant service staff not directly involved in this work
  - ii. must not disclose:
    - any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations under the Contract without prior written approval of the contracting authority
    - his/her advice to the contracting authority or relevant service on his/her work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from 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.
  4. If his/her work takes place in premises controlled by the contracting authority or relevant service, the expert:
    - a. must not remove from the premises any copies or notes, either on paper or in electronic form
    - b. will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing 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:
    - a. must respect the overall rules for confidentiality for obtaining such information
    - b. must not contact third parties without prior written approval of the contracting authority.
  6. These confidentiality obligations are binding on:
    - a. 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<sup>5</sup>
    - b. the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
      - i. the contracting authority agrees to release the expert from the confidentiality obligations earlier;
      - ii. the confidential information becomes public through other channels;
      - iii. disclosure of the confidential information is required by law.

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<sup>5</sup> OJ 45, 14.6.1962, p. 1385.

## ANNEX 2 - TERMS OF REFERENCE

### **Introduction**

The European Heritage Label (EHL) is a European Union initiative which builds on a 2006 intergovernmental initiative. It is established by [Decision 1194/2011/EU](#) of the European Parliament and of the Council. This Decision - the legal base - lays down, inter alia, the selection procedures for awarding the EHL as well as the procedures to monitor the labelled sites.

The EHL highlights heritage sites that have symbolic European value and have played a significant role in the history and culture of Europe and/or the building of the Union; in turn, the labelled sites present their European significance to a European audience.

The selection of EHL sites takes place every other year, during the odd years; the monitoring of the labelled sites takes place every fourth year; the EHL initiative is evaluated every sixth year.

### **Mission**

The European Panel is an independent body of experts. Its main task is to provide advice to the European Commission on the selection of candidate sites applying for the EHL, on the monitoring of the labelled sites, and on the EHL initiative in general.

The Panel works at the European level, thus after the work conducted by the participating Member States in their country to preselect candidate sites or to collect information on monitoring.

### **Composition of the Panel**

The European Panel consists of 13 members, appointed by either the European Parliament, the Council, the European Commission or the Committee of the Regions, according to their own rules and in application of article 8.2 and 8.3 of Decision 1194/2011/EU. Panel members are designated for their experience and expertise. Nominations to the Panel seek to achieve complementary competences and a geographical balance in the Panel.

To function properly, it is essential that Panel members have the ability to participate in discussions and write reports in English.

Upon their nomination, the European Commission contacts the new Panel members and provides them with all the information and documentation needed to fulfil their task.

### **Contacts with the sites, the press, conference organisers, researchers and others**

#### **Sites**

For reasons of transparency and in order to avoid risks of conflict of interest, contacts between Panel members and candidate sites or sites under monitoring on any issue linked to the EHL are not permitted without prior approval by the European Commission.

Contacts between members of the Panel and candidate sites during the selection years are forbidden, the only exception being the duly mandated site visits in application of article 11.2 of Decision 1194/2011/EU.

Contacts during monitoring years shall be limited to those agreed within the monitoring process.

#### **Press**

Journalists may seek to contact members of the Panel during the selection or monitoring process in order to get an interview or to ask their view about the sites. To avoid misrepresentations or

(perceptions of) conflicts of interest, Panel members shall decline such invitations and refer the queries to the European Commission.

In the specific circumstances of site visits in application of article 11.2 of Decision 1194/2011/EU, the Chairperson or another designated member of the Panel may respond to journalists' queries, with prior approval by the European Commission.

#### Conference organisers

Conference organisers may invite members of the Panel to present the EHL at conferences or to participate in debates on the EHL. Panel members are invited to contact the European Commission to seek prior approval. In the event of a positive answer, the European Commission may provide background information on the EHL and other European programmes for participants to the conference. Panel members should not expect fees or reimbursement of expenses by the European Commission regarding their participation in such events.

#### Researchers and others

Researchers and others may seek to contact members of the Panel to get access to information and documents or to obtain an interview. It is important to recall that Panel members are bound by confidentiality: providing access to documents or proceedings is forbidden. Panel members shall consult the European Commission before responding to any such requests and may meanwhile recall that the yearly Panel reports are publicly available.

### **Documentation and archives**

#### Key documents

Panel members shall familiarise themselves with all key documents related to the EHL, in particular:

1. Decision 1194/2011/EU establishing the EHL.
2. Their contract with its attachments: the code of conduct for experts, the declaration of absence of conflict of interests and of confidentiality, the payment and reimbursement form, the reimbursement rules of travel expenses and allowances.
3. The Guidelines for the European Panel with its annexes.
4. The former Panel reports.
5. The list of all candidate sites since 2013 and how the Panel has assessed them.
6. The list of the candidate sites or sites under monitoring with their allocation to the Panel members as Rapporteur 1 or 2.
7. The applications to be considered: candidate sites during the selection years, monitoring reports during the monitoring years.

### **Meetings**

#### Calendar and time schedule

To achieve a selection or a monitoring process, the European Panel meets 3-4 times.

A typical time schedule of a meeting is:

9:00 - 12:30, with a 10:30 - 11:00 break

14:00 - 17:30, with a 15:30 - 16:00 break

According to circumstances and the workload, the work time may be extended until 19:00. However, this shall never happen on the last day of a meeting to avoid that travel arrangements need to be changed.

Start and ending times for the next meeting are decided after consultation with the Panel at the previous meeting. Panel members shall take these times into account when booking their travel arrangements. An expert considering an exceptional late arrival or early leaving due to agenda's

conflict should ask prior approval of the European Commission before booking its travel arrangements.

#### Attendance and task allocation

Panel members are expected to be present at every meeting during the whole duration of the meeting. The European Commission is represented at all meetings and provides all necessary support to the Panel.

The Panel meetings are not public.

The Panel comprises a Chairperson and a General Rapporteur/Editor. With the exception of the Chairperson, all Panel members are designated as First or Second Rapporteur for one or more applications/sites.

#### Chairperson

The European Panel shall designate its Chairperson, each year, during its first meeting of the year. If no consensus can be found, the Chairperson shall be elected by secret ballot. Ballot papers shall be provided by the European Commission. The person who receives the votes of a majority of the members of the Panel present shall be the Chairperson. If the Chairperson is not elected in the first round, a second voting round shall be conducted among the two top-scoring candidates.

The Chairperson of the Panel shall lead the meetings, coordinate the evaluation of the applications by the Rapporteurs or the allocation of the sites to evaluate among rapporteurs and be responsible for the completion of the final Panel report. As the report shall be made public, the panel report will be established on the basis of the Guidelines on the application of the European Commission's visual identity on studies and publications produced by external organisations<sup>6</sup>.

During the absence of the Chairperson or during discussions on applications from the Member State(s) of the Chairperson, the chair shall be handed over to another Panel member.

#### General Rapporteur/Editor

The Panel shall designate from its members a General Rapporteur/Editor to make minutes of the Panel meetings and to assist the Chairperson with the editing of the contributions of the Rapporteurs and the final Panel Report. Given the specific tasks, it is preferably that the General Rapporteur/Editor be an English native speaker (or equivalent) with advanced drafting and editing skills.

In order to have sufficient time for these tasks, the General Rapporteur/Editor may receive fewer applications as First and Second Rapporteur.

#### First and Second Rapporteur

While the Panel members shall read all applications or evaluation of the sites, they have additional duties and responsibilities for those applications for which they have been designated as First or Second Rapporteur. Each panel member, with the exception of the Chairperson, shall be designated First Rapporteur and Second Rapporteur for 1-8 applications.

During the Panel meetings, the discussion on a site shall be introduced by the First Rapporteur and complemented by the Second Rapporteur.

The Rapporteurs shall prepare a draft report on each site allocated to them as First or Second Rapporteur. The First Rapporteur is responsible for finalising, in consultation with the Second Rapporteur, a consolidated report on the site that reflects the views of the Panel. Such report will be part of the Minutes of the meetings and then will be part of the Panel report.

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<sup>6</sup> [https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en#documents](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en#documents)

### Conduct of meetings

The Panel meetings are an essential component of the work of the Panel and offer an opportunity to exchange views. Active participation of all Panel members during the debates is expected.

Discussions are free and open. The expression of divergent opinions is welcomed so that the Panel can consider any issue from as many angles as possible.

The Chairperson organises the discussions, draws up the list of the persons who requested the floor and is responsible for the time management of the meetings. The working language is English. No interpretation is provided.

### Decision-making

In addition to the rules in case of conflicts of interests, Panel members shall not participate in the decision-making concerning applications of their own Member State(s). They may however provide background information when invited by the Chairperson to do so. Likewise, during the evaluation of sites from the Member State(s) of the Chairperson, the latter shall hand the chair to another Panel member.

The Panel takes decisions by consensus following in-depth discussions and not by adding scores.

The Panel shall make every effort to reach a consensus at any occasion. When consensus cannot be reached, a decision shall be taken by vote. Each Panel member has one vote. To avoid any pressure, the vote is secret. The Chairperson shall formulate the question put forward for the vote in unambiguous way: the answer shall be either Yes or No, or option A - B - etc. The European Commission shall provide ballot papers. The answer with the highest number of votes shall be adopted by the Panel. In the event of a tie, the Chairperson shall have the casting vote. The Panel as a whole shall endorse the final decision.

### Panel Report

The panel will issue a report on the state of the sites awarded the label by the end of the year of the selection and monitoring procedure, including, if necessary, recommendations to be taken into account for the following monitoring period. As the report shall be made public, the panel report will be established on the basis of the Guidelines on the application of the European Commission's visual identity on studies and publications produced by external organisations<sup>7</sup>.

The highest quality and consistency of the Panel's reports need to be ensured, since it is the basis on which the Commission shall award or withdraw the EHL. The Panel reports are public.

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<sup>7</sup> [https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en#documents](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en#documents)



**Distribution of work among the experts for the Selection Year 2023**

<b>Days Breakdown</b>	<b>Number of experts involved</b>	<b>Indicative dates</b>	<b>Format</b>	<b>Indicative No of days</b>
1st selection meeting preparatory work	13	May	Remote work	1
1st selection meeting Preparation of the selection process	13	June	Onsite	1
Reading all applications Preparing 2 <sup>nd</sup> Selection Meeting	13	June	Remote work	4
2nd selection meeting First round of readings and debate	13	July	Onsite	1
2nd selection meeting preparatory work: Second reading all applications Preparing 3 <sup>rd</sup> Selection Meeting	13	July	Remote work	5
3rd selection meeting Second round of Readings Preparation of the Selection Report	13	September	Onsite	1
4th selection meeting Consensus on the list of selected sites Consensus on the Structure of the Report	13	November	Onsite	1
5th selection meeting: Feedback on the 2023 Selection Report	13	December	Onsite	1
(Only for Chair and Rapporteur) Co-draft the final Panel Repot	13	November-December	Remote work	5
TOTAL (indicative) (Members)				15
TOTAL (indicative)(for Chair and Rapporteur)				20

Other tasks related to the European Heritage Label action may be requested by the Commission and will be remunerated under the same conditions.

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

#### **I. Conflict of interests**

I, the undersigned [insert the name of the expert], 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.

**II. Confidentiality and personal data protection**

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

Date:

Signature:

<b>ANNEX 4 – PAYMENT AND REIMBURSEMENT FORM TEMPLATE</b>
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## EUROPEAN HERITAGE LABEL

### 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
<b>Fees</b> (500 € per day)			
<b>Daily allowances</b> (xx € per day)			
<b>Accommodation Allowance</b> (xx € per night) <sup>8</sup>			
<b>Travel<sup>9</sup></b>			
<b>Total: to be summed up</b>			

Signature:

Bank name:

Account

Bank Address:

International Bank Account Number (IBAN):

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<sup>8</sup> Reimbursed base on presentation of original supporting documents with a maximum amount as stated in Annex 5.

<sup>9</sup> Reimbursed based on presentation of original supporting documents.

## **ANNEX 5 – REIMBURSEMENT RULES OF TRAVEL EXPENDITURES AND ALLOWANCES**

In summary, the rules are as follows:

- a. 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**

<b>DESTINATION</b>	<b>Daily allowance</b>	<b>Accommodation allowance<sup>10</sup></b>
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

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<sup>10</sup> 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.