

Annex I : Draft contract



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
TAXATION AND CUSTOMS UNION

VISITING FELLOWS PROGRAMME FOR ECONOMISTS

TAXUD/2016/AO-07

**EXPERT CONTRACT
NUMBER — *[to be completed]***

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 party'), represented for the purposes of signing this Contract by Mr Valère Moutarlier, Director Direct taxation, Tax coordination, Economic analysis and Evaluation for the Directorate-General Taxation and Customs Union,

and on the other part,

[Family name]

[First name]

[Full official address]

[Email address]

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

By signing this Contract, the expert confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions, including the Code of Conduct set out in Annex 1, the Terms of Reference set out in Annex 2 and the Declaration of non-disclosure and absence of conflict of interest set out in Annex 3.

The Contract is composed of:

Terms and conditions

Annex 1 Code of Conduct

Annex 2 Terms of Reference

Annex 3 Non-disclosure and absence of conflict of interest declaration

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CHAPTER 1 - GENERAL

ARTICLE 1 - SUBJECT OF THE CONTRACT

The subject of the Contract is the participation in the Visiting fellows programme related to EU tax policies and tax reforms in order to strengthen the in-house economic expertise of DG TAXUD.

ARTICLE 2 - WORKING ARRANGEMENTS

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

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

The indicative planning and number of working days for accomplishing the tasks and the date of submission of the deliverables are detailed in Annex 2 of this contract (Terms of reference).

CHAPTER 2 - FEES AND REIMBURSEMENT OF EXPENSES

ARTICLE 3 - FEES

1. The expert is entitled to a fee of €450.00 for each full day actually worked in accordance with Article 2.
2. The total amount of the fees is calculated to the nearest half day.
3. The maximum amount of fees paid under the Contract is limited to the maximum number of working days in accordance with article 2.

ARTICLE 4 - REIMBURSEMENT OF EXPENSES

1. In addition to the fees specified in Article 3, the contracting party will also reimburse:
 - (a) travel expenses directly connected with the work specified in the Contract, in accordance with the rules set out hereunder and with a maximum of 2 return travels from the place of origin to Brussels:
 - travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation. If the journey by air involves a flight of 4 hours or more without stopovers the cost of a business class ticket shall be reimbursed.
 - travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

- travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

- travel outside the European Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement. .

(b) accommodation expenses : up to a maximum of 100 €/night/travel (if the times of flights or trains are incompatible with the timing of the visit at the contracting authority's offices in Brussels).

Unless otherwise agreed by the contracting party, the 'place of origin' is the expert's official address as stated in the Contract.

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

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

2. Other expenses will not be reimbursed, in particular

- (a) costs of purchasing equipment or other material needed by the expert to accomplish its tasks;
- (b) expenses already declared by the expert under another EU or Euratom contract or grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget);
- (c) reckless or excessive expenses.

CHAPTER 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 5 - PERFORMANCE OF THE CONTRACT

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

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

The expert must, in particular, ensure compliance with:

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

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

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

ARTICLE 6 - KEEPING RECORDS — SUPPORTING DOCUMENTATION

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

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

ARTICLE 7 - REQUEST FOR PAYMENT

A single *final payment* will be allowed to cover the amount due under the contract, i.e. the amount for services rendered and, where applicable, the amount for travel and accommodation expenses.

The expert must send an invoice/request for payment in paper format for payment as provided for in the specifications and accompanied by a final report detailing the tasks accomplished by the expert during his/her contractual period.

The contracting authority must approve the submitted documents or deliverables and pay within 60 days from receipt of the invoice/request for payment.

If the contracting authority has observations to make, it must send them to the expert and suspend the time limit for payment in accordance with Article 13.

The expert has 15 working days to submit additional information or corrections or a new version of the documents if the contracting authority requires it.

The contracting authority must give its approval and pay within the remainder of the time-limit indicated in paragraph 3 unless it rejects partially or fully the submitted documents or deliverables.

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.

ARTICLE 8 - BANK ACCOUNT

Payments shall be made to the expert's bank account denominated in [euro][*insert local currency where the receiving country does not allow transactions in EUR*], identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN¹ code:]

ARTICLE 9 - PAYMENTS

1. The contracting party will make payments within 60 calendar days of receiving the completed payment request(s) unless Article 13 applies.
2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in euros.
4. Payments will be made to the bank account specified by the expert in the payment request referred in Article 7.
5. The contracting party's payments are deemed to be carried out on the date on which its account is debited.
6. On expiry of the payment period specified in paragraph 1 and without prejudice to Article 13, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus 3.5 points. The reference rate is the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

The suspension of the payment periods in accordance with Article 13 may not be considered as a late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of actual payment as defined in paragraph 5.

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

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

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

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

¹ BIC or SWIFT code for countries with no IBAN code.

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 party 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 party. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the expert to the Union.
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 party.
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 11 - PROCESSING OF PERSONAL DATA

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 45/2001².

Such data will be processed by the Head of Unit *DG TAXUD/D4* ('data controller') only to perform, manage and monitor the Contract.

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

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

The expert has the right of recourse to the European Data Protection Supervisor.

2. Processing of personal data by the expert

If the Contract requires the expert to process personal data, the expert may only act under the supervision of the data controller identified above. This is the case in particular for determining 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.

² Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001).

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

- (a) prevent unauthorised people from accessing computer systems that process personal data, and especially the:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, disclosure, alteration or deletion of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that a data-processing system's authorised users can access only the personal data to which its access right refer;
- (c) record which personal data have been communicated by the expert, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting party;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorisation;
- (f) design its organisational structure in a way that meets data protection requirements.

ARTICLE 12 - CHECKS, AUDITS AND INVESTIGATIONS

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

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

2. Under Regulation No 2185/96³ and Regulation No 883/2013⁴ (and in accordance with its provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the Contract or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract affecting the financial interests of the EU.

³ 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).

⁴ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248).

3. Under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 161 of the Financial Regulation No 966/2012⁵, the European Court of Auditors (ECA) may — at any moment during implementation of the Contract or afterwards — carry out audits.

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

4. Findings in checks, audits or investigations may lead to the reduction or rejection of fees, rejection of claims for allowances and expenses in accordance with Articles 14 and 15, or recovery of undue amounts in accordance with Article 16.

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

CHAPTER 4 - EFFECTS OF BREACHING CONTRACTUAL OBLIGATIONS

ARTICLE 13 - SUSPENSION OF THE PAYMENT TIME LIMIT

1. The contracting party may at any point suspend the payment time limit if a request for payment cannot be processed because it does not comply with the Contract's provisions.
2. The contracting party must notify the expert of the suspension and the reasons for it.
3. The suspension takes effect on the day notification is sent by the contracting party.
4. If the condition for suspending the payment time limit as referred to in paragraph 1 is no longer met, the suspension will be lifted — and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the contracting party if the suspension will continue.

5. If the payment time limit has been suspended due to the non-compliance of the reports or deliverables in accordance with Article 2 and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the contracting party may also terminate the Contract as referred to in Article 17.

ARTICLE 14 - REDUCTION OF FEES OR REJECTION OF FEES AND EXPENSES

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

⁵ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L218, 26.10.2012).

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

ARTICLE 15 - RECOVERY OF UNDUE AMOUNTS

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

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

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

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

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

ARTICLE 16 - TERMINATION OF THE CONTRACT

1. The contracting party may at any moment terminate the Contract if the expert:
 - (a) is not performing its tasks or is performing them poorly; or
 - (b) has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the selection procedure or under the Contract, including false declarations and obligations relating to the Code of Conduct.
2. The contracting party must formally notify the expert of its intention, include the reasons why and invite him/her to submit any observations within 30 days of receiving notification.

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

3. The termination will take effect on the date the notification is sent by the contracting party.
4. The expert may at any moment terminate the Contract if s/he is not able to fulfil its obligations in carrying out the work required as referred to in Article 5.
5. The expert must formally notify the contracting party and include the reasons why by giving [15] days' notice.

6. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
7. Only fees for days actually worked and expenses for travel and accommodation actually carried out before termination may be paid subject to Article 14. The expert must submit the payment request for the tasks already executed on the date of termination within [30] days from the date of termination.
8. On termination of the Contract, the contracting party may hire another expert to carry out or finish the work. It may claim from the expert all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

ARTICLE 17 - LIABILITY FOR DAMAGES

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

ARTICLE 18 - FORCE MAJEURE

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

CHAPTER 5 - FINAL PROVISIONS

ARTICLE 19 - COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must:
 - be made in writing and
 - bear the Contract's number;Formal notifications must be made by registered mail with return receipt or equivalent, or by equivalent electronic means.
2. Communications to the contracting party must be sent to the following address:
taxud-contracts-d4@ec.europa.eu
3. Electronic communication is considered to have been received by the parties on the day of dispatch of that communication provided it is sent to the e-mail addresses as stated on

the beginning of the Contract for the expert and in paragraph 2 of this Article for the contracting party.

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

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

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

ARTICLE 20 - AMENDMENTS TO THE CONTRACT

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

Amendments must be made before new contractual obligations are enforced.

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

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

ARTICLE 21 - APPLICABLE LAW AND DISPUTE SETTLEMENT

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

ARTICLE 22 - ENTRY INTO FORCE

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

Done in two copies in English.

Expert: [insert full name]

For the contracting party, [insert full

Date:

name and function]

Signature:

Date:

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

ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

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

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

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

ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

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

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

In particular, the expert:

- i. must not discuss its work with others, including other experts or contracting party or relevant service staff not directly involved in its work
- ii. must not disclose:
 - any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of the contracting party
 - its advice to the contracting party or relevant service on its work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert who then works from its own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing its work as instructed.
4. If its work takes place in premises controlled by the contracting party or relevant service, the expert:
 - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
 - (b) will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent, and for returning, erasing or destroying all confidential documents or files on completing its work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete its work, he/she:
 - (a) must respect the overall rules for confidentiality for obtaining such information
 - (b) must not contact third parties without prior written approval of the contracting party.
6. These confidentiality obligations are binding on:
 - (a) the contracting party (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community⁶
 - (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:

⁶ OJ 45, 14.6.1962, p. 1385.

- i. the contracting party agrees to release the expert from the confidentiality obligations earlier
- ii. the confidential information becomes public through other channels
- iii. disclosure of the confidential information is required by law.

Annex 2 – Terms of reference

[to be completed]

Annex 3 – Non-disclosure and absence of conflict of interest declaration

NON-DISCLOSURE AND ABSENCE OF CONFLICT OF INTEREST DECLARATION

The undersigned [*to be completed with the name of the signatory of this form*], hereinafter referred to as the "Expert",

[in his/her name (*name of expert*)],

[*insert official address in full*]

VAT registration number:[*insert VAT registration number*]

Given that the Expert has the intention to participate in the Visiting Fellows programme, **DG TAXUD**, for that purpose, will make certain **information in confidence** (as defined below) available to the Expert. As a condition to, and in consideration of, DG TAXUD's furnishing of information in confidence to the Expert, the Expert agrees to the undertakings contained in this **Declaration**.

The Expert agrees that all information disclosed by DG TAXUD to the Expert shall be considered as information in confidence. This information in confidence relates to (without limitation) DG TAXUD's technical data, actual and anticipated research, developments or products, know-how, software, hardware, processes, architectures, concepts, ideas, designs, drawings, personnel, financial information, computer programs, studies, work in progress, visual demonstrations, and other data, whether written, graphic, or in electronic form.

The Expert agrees moreover:

- to use information in confidence solely for the purpose of the visit and of the implementation of the Contract;
- not to forward information in confidence or related personal data (as understood under Article 2(a) of Regulation (EC) no 45/2001)⁷ outside the territory of the European Union;
- to use all possible means to maintain this information in strict confidence and at least those measures that he/she employs for the protection of his/her own confidential information, but in any event not less than a reasonable degree of care;
- to immediately notify in writing DG TAXUD in the event of any unauthorised use or disclosure of this information.

The Expert shall not use for his/her own purposes, reverse, engineer, copy any data or other objects which embody the information in confidence, nor transmit, directly or indirectly, any information in confidence.

⁷ http://ec.europa.eu/justice/policies/privacy/docs/application/286_en.pdf

All information in confidence remain the property of the **European Commission** and no license or other rights in the information in confidence are granted hereby, except as expressly provided above. This Declaration does not constitute a joint venture or other such business agreement.

The Expert hereby acknowledges that unauthorised disclosure or use of information in confidence could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, the Expert agrees that the **European Commission** shall have the right to seek and obtain immediate injunctive relief from breaches to his/her commitments under this Declaration, in addition to any other rights and remedies he/she may have.

The Expert hereby acknowledges that :

- (s)he has no conflict of interest;
- (s)he has no vested interests in relation to the questions upon which s/he is asked to give advice;
- s/he does not stand to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out;
- is not in any other situation that compromises his/her ability to carry out his/her work impartially;

If a conflict of interest becomes apparent in the course of his/her work, the Expert must inform immediately the contracting party or relevant service. If a conflict of interest is confirmed, the Expert must stop carrying out his/her work.

The Expert's obligations hereunder shall survive until all information in confidence disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Expert.

This Declaration shall bind and inure to the benefit of the parties hereto and their successors and assigns.

Done at [*place*], [*date*], by [*name and title*]

Signature: