

DRAFT CONTRACT FOR EXTERNAL EXPERT OF AIR SAFETY OPERATIONS

This Contract (hereinafter referred to as “the Contract”) is between the following parties:

on the one part,

The Albanian Civil Aviation Authority, hereinafter referred to as “the contracting authority”), which is represented for the purposes of the signature of this contract by [name in full and function]

and on the other part,

[name of the Expert]

[type of identity document]

[identity document number]

[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

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 he has read, understood and accepted the Contract and all its obligations and conditions, including the Terms of Reference set out in Annex I and the Declaration of Confidentiality, Independence and Absence of Conflict of Interests set out in Annex II, Financial Identification Form set out in Annex III, Legal Entity Form set out in Annex IV, Request for Payment of Fees Form set out in Annex V, Request for Reimbursement of Expenses Form set out in Annex VI.

ARTICLE 1 – SUBJECT OF THE CONTRACT

The subject of the Contract is [short description of subject and the title of the project to be assisted].
The Expert must perform all tasks in accordance with Annex I – Terms of Reference.

ARTICLE 2 — TASKS TO BE ACCOMPLISHED

The following specific tasks should be undertaken by the expert:

- As specified in the Annex I – Terms of Reference.

ARTICLE 3 — DELIVERABLES

The contracted expert under this contract shall submit the following deliverables:

- As specified in the Annex I – Terms of Reference.

ARTICLE 4 – WORKING ARRANGEMENTS

1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
2. The duration of the tasks shall not exceed 24 months.
3. The indicative planning and number of working days for accomplishing the tasks are 70.
4. The Expert may not under any circumstances start work before the date on which this Contract enters into force. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 5 – FEES

1. The Expert is entitled to a fee of 450 € (four hundred and fifty euro) in the form of a lump sum indemnity (hereinafter referred to as “Fees”) for each full working day ¹actually worked in accordance with Annex I.
2. The maximum amount of Fees paid under the Contract is limited to the maximum number of working days in accordance with Article 4.3.

ARTICLE 6 – ALLOWANCES AND REIMBURSEMENT OF EXPENSES

1. In addition to the Fees specified in Article 5, the contracting authority will also reimburse travel and accommodation (hereinafter referred to as “Expenses”) directly connected with execution of the tasks.

Unless otherwise approved by the contracting authority, the ‘point of departure’ is the Expert’s official address as stated in the Contract. In exceptional and justified cases, the contracting authority may approve to a different ‘point of departure’, depending on the task to be implemented in accordance with this contract. This approval must be given before any travel tickets are purchased. If the Expert changes the point of departure without the contracting authority’s prior approval, the reimbursement will be limited to the price of one return ticket from the Expert’s official address.

2. The subsistence allowance (per diem) is paid as a flat rate and is considered to cover all expenses incurred at the place of the meeting or assignment, including the costs of accommodation, meals and local travel (such as taxis or other means of public transport).

The amount of the subsistence allowance is the standard rate published by the European Commission (https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf) for the country where the assignment takes place.

The full amount will be paid for assignments of more than one day for those days which include an overnight stay. For one-day assignments, 25 % of a full per diem will be paid

For the day of return (which thus includes no overnight stay) from assignments of more than

¹ full working day is defined as 8 hours (excluding breaks and travelling time).

one day (which include overnight stay), and when the return to the point of departure is later than 8 p.m., 25 % of a full per diem will be paid.

3. Travel expenses are reimbursed on the following basis:

- international travel from the place of residence of the expert (point of departure) to the location of the assignment;
- travel from another location other than the place of residence or the location of the assignment, under certain conditions, on a case-by-case basis, and when clearly specified and agreed upon in advance by the authorizing officer or the authorizing officer by delegation.
- In economy class, at the lowest rates available at the moment of the notification of the assignment, taking into account the time and/or special features of the assignment.

The following supporting documents need to be provided and submitted to the responsible staff member within the ACAA:

- the electronic booking;
- the travel agency's invoice (when applicable);
- the boarding pass(es);

ACAA reserves the right to reject payment of travel expenditures if the most direct route and the most economical fare criteria have not been applied.

4. 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) 50% of the cost of recurrent trainings whenever deemed necessary by the Contracting Authority in order to remain competent to perform the allocated tasks.

ARTICLE 7 – 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.
2. The Expert must do so fully, within the set deadlines and to the highest professional standards.
3. The Expert must, ensure compliance with applicable national tax and social security law.
4. If the Expert cannot fulfil its obligations, he must immediately inform the contracting authority.

ARTICLE 8 – 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 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.

ARTICLE 9 – REQUEST FOR PAYMENT

1. To obtain the payment of the Fees and/or the reimbursement of the Expenses, the Expert will be required to submit the following documents:
 - (a) **Payment of Fees:** For payment of Fees a duly completed and signed **Request for Payment of Fees Form (Annex V)** duly substantiated with timesheets and any other supporting documents required, within 30 days from completion of the tasks.
 - (b) **Payment of Expenses:** For reimbursement of Expenses a duly completed and signed **Request for Reimbursement of Expenses Form (Annex VI)** together with all required supporting documents as air fly tickets, boarding passes, invoices, etc.
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 3, or after the final completion of all tasks, whichever comes latest.

ARTICLE 10 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

IBAN code: [complete]

SWIFT/BIC Nr.: [complete]

ARTICLE 11 – PAYMENTS

1. The contracting authority will make payments within 30 (thirty) calendar days of receiving the completed payment request(s) unless Article 12 applies.
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 constitute recognition of compliance, authenticity, completeness or correctness of content.
3. Payments will be made in Euro.
4. Payments will be made to the bank account specified by the Expert in the payment request referred in Article 10.
5. The contracting authority's payments are deemed to be carried out on the date on which its account is debited.

ARTICLE 12 – SUSPENSION OF THE PAYMENT TIME LIMIT

1. The contracting authority 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 authority 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 authority.
4. If the condition for suspending the payment time limit as referred to in paragraph 1, Article 12, 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 authority 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 3 and the revised report or deliverables or payment request is not submitted or was submitted but is also rejected, the contracting authority may also terminate the Contract as referred to in Article 15.

ARTICLE 13 – REDUCTION OF FEES OR REJECTION OF FEES, CLAIMS FOR ALLOWANCES AND EXPENSES

1. The contracting authority may reject:
 - (a) (parts of) the Fees if the Expert does not fulfil the tasks set out in Article 2;
 - (b) claims for allowances or expenses if they do not fulfil the conditions set out in Article 6.
2. The contracting authority may reduce the fee if the Expert is in breach of any of its other obligations under the Contract.
3. The contracting authority must formally notify the Expert of its intention, include the reasons why, and invite him to submit any observations within 30 (thirty) days of receiving notification.

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

ARTICLE 14 – RECOVERY OF UNDUE AMOUNTS

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

If the contracting authority 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 authority.
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.

ARTICLE 15 – TERMINATION OF THE CONTRACT

1. The contracting authority 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.
2. The contracting authority must formally notify the Expert of its intention, include the reasons why and invite him/her to submit any observations within 30 (thirty) days of receiving notification.

If the contracting authority 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 authority.
4. The Expert may at any moment terminate the Contract if he is not able to fulfil its obligations in carrying out the work required as referred to in Article 2.
5. The Expert must formally notify the contracting authority and include the reasons why by giving 30 (thirty) days' notice.
6. The termination will take effect on the date the contracting authority will formally notify confirmation of the termination.
7. Only Fees for days actually worked and Expenses for travel actually carried out (and where reimbursement of Expenses is foreseen by the Contract) before termination may be paid subject to Article 13. 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 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 16 – 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
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.

ARTICLE 17 – COMMUNICATION BETWEEN THE PARTIES

1. Communication under the Contract must be made in writing.

Formal notifications must be made by registered mail or equivalent, or by equivalent electronic means.

2. For the purpose of this contract, communications must be sent to the following addresses:

Contracting authority:

[full name and function]

[Directorate – complete]

[Department/Section]

Expert:

[Full name]

[Function]

[Company name]

[Full official address]

E-mail: [complete]

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 in paragraph 2 of this Article.
4. 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 18 – 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 of this Contract may request an amendment.

Amendments must be made before new contractual obligations are enforced.

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

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

ARTICLE 19 – APPLICABLE LAW AND DISPUTE SETTLEMENT

1. The Contract shall be governed by law of the Republic of Albania.

Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably shall be brought before the Tirana Judicial District Court.

SIGNATURES

For the Expert,
[forename/surname]

Signature: _____

Done at:

Date:

For the ACAA,
[forename/surname/function]

Signature: _____

Done at: Tirane

Date:

ANNEX I – TERMS OF REFERENCE

[Description of the tasks to be performed, timing, travel (if applicable), deliverables, inputs/ outputs etc.]

ANNEX II – DECLARATION OF CONFIDENTIALITY, INDEPENDENCE AND ABSENCE OF CONFLICT OF INTERESTS

Contract Nr.: <>

Expert Name: <>

I, the undersigned:

- confirm that I have read, understood and accepted the code of conduct for Experts established in Annex I to the Contract.
- declare that I understand my obligations with regard to **confidentiality**:
 - I confirm that I will keep all matters entrusted to me confidential and will not communicate to any third party any confidential information disclosed to me or discovered by me or drafted by me in the course of or as a result of my assignment and will not make any adverse use of information given to me.
 - I understand that I am responsible for maintaining the confidentiality of any documents or electronic files sent to me and for returning, erasing or destroying all confidential documents or files upon completing the assignment, unless otherwise instructed by the Agency.
 - I am aware that I continue to be bound by this undertaking even after the completion of the tasks entrusted to me by EASA.
- declare that I understand my obligations with regard to **independence**:
 - I confirm that I am an independent person working in my own personal capacity and in performing the work shall not represent any organization.
 - I confirm that I am not paid – or in any other way receive financial compensation – by any other organization or person for the work I perform for the Agency under this contract.
 - I undertake to abstain from any contact with third parties which could compromise, or appear to compromise, my independence as an Expert.
 - I undertake to perform my duties honestly and fairly. My contribution will be objective and will fully respect the principles of fair competition and impartiality.
- declare that I am not and shall not be in any situation which could give rise to a **conflict of interests**² in what concerns the performance and/or implementation of the Contract. I hereby undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to the Agency any situation that might raise concerns with respect to conflict of interest, impartiality or otherwise affect my position/ability to duly and appropriately perform the Contract.
- hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

Date and signature

² A conflict of interests exists where the impartial and objective exercise of the functions of a person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient. Where such a risk exists, the person in question shall refrain from such action and shall declare the matter immediately. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter.

ANNEX III – FINANCIAL IDENTIFICATION FORM

ANNEX IV – LEGAL ENTITY FORM

ANNEX V - REQUEST FOR PAYMENT OF FEES

Contract No.:			
Date:			
For the attention of:			
EXPERT CONTACT DETAILS:			
Name:			
Address:			
Email Address:			
Bank Details:			
PAYMENT AMOUNT:			
Details	No. of Man Days	Unit Amount (EUR)	Total (EUR)
AMOUNT DUE:			
[VAT X%			
[TOTAL:			
Expert's Signature:			
Date:			

ANNEX VI - REQUEST FOR REIMBURSEMENT OF EXPENSES

Expert name:	
Contract No.:	
Date:	
For the attention of:	

DATE	DESCRIPTION	COST

TOTAL

[Attached: supporting documents]

Expert's Signature: _____

Date: