

# European Union Aviation Safety Agency

## Accreditation of Qualified Entities

### Terms and Conditions



# Accreditation of Qualified Entities - Terms and Conditions

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## Part I – Definitions and general conditions

Qualified Entities are an essential building block in the Agency's outsourcing strategy of certification and oversight tasks. The use of Qualified Entities complements the Outsourcing of tasks to National Aviation Authorities. The Agency's Basic Regulation<sup>1</sup> opens the possibility for direct accreditation of Qualified Entities to outsource certification and oversight tasks which offers more flexibility and the opportunity to faster respond to the emerging needs of EASA and the industry. Thus, the Agency is planning to award "EASA Qualified Entity Accreditation Certificates" ("Certificate") on recurrent basis following direct accreditation procedures.

The purpose of this document is to provide background and the terms of conditions of this direct accreditation procedure as well as the ensuing cooperation between EASA and Qualified Entities.

### 1 Definitions

The below listed terms shall have the following meanings (except as the context shall require otherwise) and cognate expressions shall be construed accordingly:

- a) **EASA Basic Regulation or Regulation (EU) 2018/1139**  
Regulation (EU) 2018/1139 of the European Parliament and the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency
- b) **Delegated Act or Delegated Regulation**  
Commission Delegated Regulation (EU) 2024/1403 supplementing Regulation (EU) 2018/1139 of the European Parliament and of the Council by laying down the conditions and procedures for the accreditation by the European Union Aviation Safety Agency of qualified entities
- c) **Fees and Charges Regulation (F&C)**  
Commission Regulation (EC) No 593/2007 of 31 May 2007 on the fees and charges to be levied by the European Aviation Safety Agency (as amended);
- d) **The parties**  
European Union Aviation Safety Agency (**EASA or the Agency**) and the Qualified Entity;
- e) **Call for expression of interest (CEI)**  
The notice published on the agency's website, inviting interested entities to submit applications for accreditation;
- f) **Task Assignment Notification (TAN)**  
The legally binding document signed by both parties for the implementation of the Certificate by any allocation of task/secondment of experts – similar to a purchase order.
- g) **Allocation**  
the assignment of the performance of a technical task including the technical management functions;
- h) **Secondment**  
the assignment of a Qualified Entity's staff (or provider) to perform certain technical tasks/services for the Agency on a temporary basis under the direct technical management of the Agency;
- i) **Charges**  
the sums to be paid for the performance of the task(s);

<sup>1</sup> Article 69 of Regulation (EU) 1139/2018





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- j) **Services**  
the tasks and services in connection with the categories of tasks approved to be performed by the qualified entity and agreed between the parties, to be provided by the Qualified Entity;
- k) **Days**  
calendar days, except if otherwise specified;
- l) **Member States or EASA States**  
the EU Member States plus European third countries that have entered into agreements with the European Union in accordance with Article 66 of the EASA Regulation (Norway, Switzerland, Liechtenstein, Iceland);
- m) **Agreed Best Practices**  
The interpretation document initially established by the Agency, then updated by the Agency (in agreement with the QEs and National Competent Authorities (NCAs) as per the mechanism described therein), which establishes the best practices to be used in the implementation of the Partnership Agreements and Accreditation Certificate and contract;
- n) **Frequently Asked Questions (FAQ)**  
The non-binding document maintained by the Agency for clarification of implemented practices
- o) **Provider/subcontractor/third party**  
individual(s) or organisations (if any) acting on behalf of the Qualified Entity under subcontracting.

## 2 Protection of personal data

- 2.1 Any personal data included in or related to this Agreement, shall be processed by the Agency pursuant to [Regulation \(EU\) 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, and by the Partner pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The data shall be processed solely for the purposes of the performance, management and monitoring of the Agreement by authorized personnel, without prejudice to any possible transmission to the EU bodies charged with a control or inspection mission in applying Union law.
- 2.2 Both the Agency and the Qualified Entity shall be regarded as separate controllers and data subjects may exercise their rights in application of Articles 17 to 24 EUDPR and Articles 15 to 22 GDPR by sending a request to any controller. Both controllers shall assist the other when dealing with such requests.
- 2.3 The localisation of and access to the personal data processed shall comply with the following:
  - a) the personal data shall only be processed within the territory of the EU and the EEA and will not leave that territory;
  - b) the data shall only be held in data centres located within the territory of the EU and the EEA;
  - c) no access shall be given to such data outside of the EU and the EEA;
  - d) neither of the controllers may change the location of data processing without the prior written authorisation of the other;





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- e) any transfer of personal data under the IPC to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725 and GDPR.
- 2.4 To adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing. Both controllers agree to ensure compliance with their data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users; they shall notify a personal data breach to the European Data Protection Supervisor/ National Data Protection Supervisor and to the other controller; and they shall communicate a personal data breach without undue de-lay to the data subject, where applicable in accordance with EUDPR and GDPR.
- 2.5 If part or all the processing of personal data is subcontracted to a third party, each controller shall pass on its obligations in writing to those parties, including subcontractors.

### 3 Force Majeure

- 3.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the Parties including acts of terrorism which prevents or delays either of them from performing any of their obligations under the Agreement, was not due to error or negligence on their part or on the part of a Provider and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, internal labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- 3.2 If either of the parties is faced with force majeure, it shall notify the other Party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 3.3 Neither Party shall be held in breach of its obligations if it has been prevented or delayed from performing them by force majeure. Where the Partner is unable to perform their obligations due to force majeure, the partner shall have the right to compensation only for tasks executed.
- 3.4 The Parties shall take the necessary measures to reduce damage to a minimum.
- 3.5 Delays attributable to force majeure and which result in an increase in the performance costs or mitigation costs incurred by the Party are not considered to be completely compensable, and any such increase in costs (in particular those costs related to the performance of assignments away from the normal place of work) shall be shared equally among the Parties.

### 4 Applicable Law

- 4.1 This Agreement will be governed by the law of the European Union, complemented, where necessary, by the national substantive law of Germany.





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### 5 Terms & Conditions applicability and updates

- 5.1 These “Accreditation of Qualified Entity – Terms and Conditions” are applicable to applicants for accreditation participating in a call for expression of interest and to Qualified Entity awarded an Accreditation Certificate by EASA.
- 5.2 Failure to comply with these terms and conditions may result in exclusion from the application evaluation process or the limitation, suspension or revocation of an awarded certificate.
- 5.3 Updated issues or revisions of these terms and conditions shall be published on the EASA website.
- 5.4 Holders of accreditation certificate shall be notified via email of newly published issues and shall be given adequate time to adapt to changed terms and/or conditions affecting the implementation of the accreditation certificate.





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### Part II – Direct accreditation

#### 6 Submission of application

- 6.1 EASA will publish calls for expression of interest (CEI) on its website. Applications can only be made for published calls, within the timeframe communicated for each call and for the scope of the call.
- 6.2 It is required that applications be submitted in the correct format as described and provided in the underlying call for expression of interest (CEI) and include all information and initial supporting documents necessary to enable the evaluation panel to assess them. Failure to respect the requirements will constitute a formal error and may render the application invalid, thereby excluding the entity from the evaluation process.
- 6.3 Applications must be submitted by email to [QualifiedEntities@easa.europa.eu](mailto:QualifiedEntities@easa.europa.eu) and in accordance with the requirements thereof.
- 6.4 Applications submitted after the published deadline of the CEI are excluded from the evaluation process.
- 6.5 With each submission, the applicant implies acceptance of all requirements in the CEI and the terms and conditions set out in this document.
- 6.6 EASA may, on its own initiative, inform interested parties of any error, inaccuracy, omission, or any other clerical error in the submitted application must be corrected.
- 6.7 Applicant may withdraw their application at any time after submission and before being notified of the closure of the call. Withdrawal can be communicated informally to [QualifiedEntities@easa.europa.eu](mailto:QualifiedEntities@easa.europa.eu). A withdrawn application cannot be re-opened and will be excluded from the evaluation process.

#### 7 Eligibility - Participation in the CEI

- 7.1 Applications are eligible from a legal or natural person meeting the general requirements as outlined in the application form FO.ACC.0011 and in the specific requirements for one or more of categories of tasks published in the CEI.
- 7.2 Natural persons shall have the nationality of an EASA Member state to be eligible. Legal Persons shall have their Principal Place of Business located within an EASA member state and moreover, the majority of staff nominated to perform the tasks assigned to the qualified entity in the context of the accreditation shall have residency in an EASA member state.
- 7.3 The applicants must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or equivalent.
- 7.4 The participation of an ineligible natural or legal person will result in the exclusion of that application.





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### 8 Evaluation of compliance with the requirements

- 8.1 At the time of submission of the application and for the whole duration of the accreditation, the applicant shall meet:
  - a) the essential in accordance with Annex VI of Regulation EU (2018/1139)
  - b) the specific requirements related to at least one of the categories of tasks published in the CEI.
- 8.2 The applicant must be ready to provide the specific services and perform the tasks as requested at the time of application.
- 8.3 EASA will establish an evaluation board for each CEI, consisting of Partner Relations Section representatives and experts of the technical domains in scope of the CEI.
- 8.4 The board will verify the applicant's compliance with the essential and the specific requirements during the application evaluation phase via desktop review of documents provided, interviews (in person or remote) and on-site audits. Essential requirements will be assessed on a pass/fail basis.
- 8.5 The applicant shall make available upon request by EASA additional supporting documents demonstrating compliance with the requirements.
- 8.6 The board will create a ranking of the list of applicants, based on applicant's merit in meeting the agency's requirements for qualified entities. The agency will conduct a full evaluation only for the pre-defined number of applicants, as published in the CEI. Fees and Charges will only be levied to applicants selected to undergo this full evaluation.
- 8.7 The experts nominated by the applicant shall be available for interviews (in person or remote).
- 8.8 The applicant shall support the compliance evaluation activities in accordance with the [Checks and Audits](#) section.

### 9 Applicable Fees & Charges

The accreditation is charged to the applicant selected to undergo the full evaluation in accordance with Commission Implementing Regulation (EU) 2019/2153, Annex Part II: "Certification tasks or services charged on an hourly basis". It is estimated that the initial accreditation will be conducted within approximately 30 working hours, including one category of task. Any additional category of task is estimated to be evaluated within approximately 10 working hours. The financial estimate may vary for particularly large and complex organisations or depending on the complexity of evidence provided to the agency during the evaluation phase. Travel cost incurred by the agency in the context of the on-site audit is not charged to the applicant.

The working hours charged to the applicants undergoing the full evaluation are not depending on the successful outcome and the issuance of the accreditation certificate. Charges will not be reimbursed.

#### 9.1 EASA Qualified Entity Accreditation Certificate

- 9.2 An EASA Qualified Entity Accreditation Certificate is issued to accredited qualified entities and certifies the compliance of the entity with the essential requirements laid out in Annex VI of the EASA Basic Regulation, as







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well as the scope of accreditation, the privileges granted and the conditions. It acts as the legal basis for the possible future allocation of outsourcing tasks by the Agency.

- 9.3 The Agency will award accreditation certificates to all successful applicants who have demonstrated compliance.
- 9.4 The validity of an accreditation certificate is subject to the continued compliance of the qualified entity with the essential requirements, as well as the specific requirements related to the scope of accreditation. The accreditation certificate shall remain valid unless the certificate has been surrendered, limited, suspended or revoked.
- 9.5 The accreditation as qualified entity is mutually recognised by member state national aviation authorities without any further technical requirements or evaluation.
- 9.6 The agency will publish a list of accredited qualified entities and their scope of accreditation on its website and share the list with the member state competent authorities in a central repository.
- 9.7 The EASA Qualified Entity Accreditation Certificate itself is not an order for services and does not constitute a financial commitment. When selecting a qualified entity for assignment of tasks, the parties shall in addition to the accreditation certificate, enter into a contract in writing (see §9).





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### Part III - The assignment of EASA certification and oversight tasks to the Qualified Entity and their subsequent performance

#### 10 Scope of tasks

- 10.1 Where so requested, the QE shall contribute to the execution of the Agency's tasks, amongst others, by providing certification, oversight and related tasks. The tasks shall be executed in accordance with the regulations, rules, procedures and work instructions applicable. These rules, procedures and work instructions shall be made available by the Agency.
- 10.2 These tasks shall consist of conducting technical investigations and findings (or other deliverables as may be agreed amongst the Parties). The deliverables shall take the form of recommendations to the Agency, which will be used amongst other for the issuing, revocation or suspension of the necessary certificates, approvals and airworthiness directives, including associated conditions, restrictions or limitations. The Agency and the QE may also agree on other forms of deliverables. The tasks are executed either on-site at the industry applicants facility which requires world-wide travel or at the Qualified Entity's facility through remote activities.
- 10.3 The QE shall ensure that deliverables are provided to the Agency in accordance with Agency policies, procedures, work instructions, agreed best practices and any other applicable and relevant documents.
- 10.4 The QE shall exercise all reasonable care, skill and diligence in providing the tasks assigned under this Annex. In this respect, the QE shall implement and maintain a management system, which shall include project management, contract management and supplier management in relation to the task assigned under this Annex.
- 10.5 At least once per year the Agency will share with the QE information on its analysis of workload trends, on whose basis the Parties shall agree on the QE's prospective involvement in certification and oversight tasks to enable the QE to plan its resource capacity and availability. The QE commits to make the resources necessary available to undertake the assigned tasks to the level agreed.
- 10.6 If either Party has reason to believe that commitments are at risk due to unforeseen circumstances, it will inform the other Party without undue delay. In such a case the Agency reserves the right to modify the commitment as necessary after consultation with the concerned QE.

#### 11 Assignments of Tasks

- 11.1 When assigning tasks to an NCA or QE the Agency choice shall be steered by **allocation criteria**, which are developed by the Agency. These cascading criteria and their weight may be modified by the Agency. The QE shall be informed of any changes in the criteria and shall have the possibility to comment. The allocation criteria are:
  - a) Experience,
  - b) Competence and expertise in the subject field of activity, including the technical, personal organisational and procedural prerequisites to accomplish the tasks
  - c) Proximity (geographical and language)
  - d) Availability and ability of the QE to perform the tasks in the required time frame
  - e) Costs/Efficiency





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Please note that the Agency reserves the right to amend/revise these criteria, as necessary, considering experience gained and for safety related reasons throughout the duration of the performance of tasks.

- 11.2 Task assignments by the Agency shall take the form of either task allocations or requests for secondment. The Agency defines the task, establishes the timeframe for the provision of the tasks – taking into account the urgency of the specific task and provides a reasonable estimate of the work volume and travel costs (if any) for its execution.
- 11.3 Task assignments issued by the Agency shall be communicated electronically and be deemed binding in that format. A task assignment is regarded as accepted by the QE unless the QE notifies the Agency in writing within 10 working days after receipt of the related request that the task assignment is refused.
- 11.4 In the event of disagreement on the initial timeframe or work volume, the QE shall notify the Agency in writing within 10 working days after receipt of the task assignment.
- 11.5 If during the performance of the task it is identified that the timeframe cannot be met and/or the work volume and/or the travel costs will be exceeded, the QE shall inform the Agency without any delay. Failure to do so shall lead to partial/reduced payment / reimbursement.

### 11.6 Task allocation

The Agency shall assign the performance of the task including the technical management functions to the QE in the form of a TAN.

The allocation shall commence with the acceptance (express or tacit, as per the above) by the QE of the TAN. The performance of a task shall be subject to a valid TAN. The allocation shall normally end with the issue of the technical closure document for the related project or as specified in the related TAN, whichever occurs first.

### 11.7 Secondment

The Agency shall assign the performance of a task to a secondee as coordinated with the QE from amongst the staff available to the QE.

The secondment shall commence with the acceptance by the QE of the TAN made by the Agency. The secondment shall normally end when all the related tasks are completed as specified by the Agency or as specified in the related TAN, whichever occurs first.

### 11.8 Validity

- a) Upon termination of accreditation contract any tasks assigned shall – unless otherwise agreed by the Parties – remain validly assigned to the QE until their completion or until expiration of the corresponding TAN, whatever occurs earlier, and these terms and conditions shall be deemed to remain in force for such limited time and for this sole purpose only.
- b) Upon surrender, revocation, limitation or suspension of the accreditation certificate, work on all related assigned tasks shall cease with immediate effect and exit management services shall be provided in accordance with the [Exit Management](#) section.





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### 12 Staff

- 12.1 The tasks shall be carried out either by the QE's own staff or by Providers who, in either case, shall be competent to perform the tasks assigned to them. Nominated staff shall maintain their relevant expertise in line with the agency's work instruction on expert profiles.
- 12.2 The QE may replace the staff or the Providers on reasonable notice to the Agency if it shall replace them with staff or Providers with equivalent competence, where applicable, and subject to the Agency's prior notification.
- 12.3 The QE or the Providers may utilise the staff for other purposes than the provision of the tasks covered, provided that the execution of the tasks can be fulfilled in an adequate manner and not subject to any potential conflicts of interest.
- 12.4 The basic and recurrent training of persons involved in the execution of the tasks is to be provided by the QE and / or its Providers with the support of the Agency. The QE shall accept the involvement of the Agency's staff in the tasks for training and other purposes. In such case, the Agency should coordinate with the QE prior to any involvement. The costs for trainings are born by the Qualified Entity unless otherwise agreed.
- 12.5 The QE is obliged to keep the qualifications of its staff current and needs to document the related trainings and expertise in a dedicated file.
- 12.6 In the event of QE's or a Provider's staff becoming unavailable during the execution of a task, the QE shall without undue delay contact the Agency to find a solution.
- 12.7 The QE (and its Providers) shall have sole employment responsibility for their (respective) staff executing the tasks assigned to them. The Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any claims arising from the working relationship between the Agency and the QE.

### 13 Conflict of interest

- 13.1 The Parties will ensure that their staff (and the staff of any Providers) are not placed in a situation, which could give rise to a conflict of interests. The Parties will take all appropriate measures to avoid such situations and, if adequate mitigation means cannot be found and agreed upon, replace, without undue delay and without compensation from the other Party, any staff member exposed to such a situation.
- 13.2 The Parties agree to communicate all relevant obligations in writing to its staff, as well as to third parties (including Providers) involved in performance of the Agreement. To that end, the Parties will draw up and implement a policy, code of conduct, code of ethics or similar instrument reflecting such obligations.
- 13.3 The Parties will ensure that any such staff involved under this agreement sign a declaration confirming their personal undertakings with respect to all obligations covered by this Article prior to working on any project/task assigned under the annexes of this Agreement.
- 13.4 The Parties will implement a process to identify and mitigate actual or potential cases of conflict of interest regarding any task assignment made under the annexes of this Agreement.





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### 14 Confidentiality

- 14.1 Subject to the applicable EU and national rules and regulations, and the provisions of Article 119 of the EASA Regulation, the Parties undertake to treat in the strictest confidence and not to divulge to third parties any information or documents which are linked to the performance of this Agreement. The Parties also undertake not to disclose any information exchanged under this Agreement except on a need to know basis to persons employed by them or acting on their behalf. The Parties will continue to be bound by this undertaking even in case of termination of this Agreement.
- 14.2 The Parties will ensure that each person involved in the performance of the Agreement undertakes to respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even in case of termination of this Agreement.

### 15 Third Party Liability

This article governs the relationship between the Parties in case of liability claims against any of them by a third party. It does not provide the legal basis for a liability claim by a third party against any of the Parties. Such legal basis can only be found in EU or national law as the case may be.

- 15.1 Except for cases where the provision of services by the QE is made through the secondment of experts, the QE will accept third party liability for personal injury or death or for loss of or damage to property caused by its gross negligence or by its intentional misconduct or by the gross negligence or intentional misconduct of its staff or Providers whilst acting within the course of their employment or performance of contractual duties.
- 15.2 Except in cases of gross negligence or intentional misconduct the QE shall not be liable for any damages or for any indirect or consequential losses or expenses (including loss of contracts, savings, business or goodwill) that are incurred by the Agency as a result of the tasks provided.
- 15.3 In cases of secondment the responsibility for the performance of the seconded tasks rests with EASA, who shall bear any liability arising from the performance of the tasks, other than in cases of gross negligence or intentional misconduct of the QE's staff. In cases of liability arising from the intentional misconduct or gross negligence of the QE's staff the liability lies with the QE.
- 15.4 Unless otherwise specified above, the Agency agrees to waive any claim in negligence it may have against the QE's staff or Providers in connection with their performance of this Agreement. This is without prejudice to any claim it may have against the QE under the accreditation certificate in case of gross negligence or for intentional misconduct as a result of the acts or omissions of their staff or their Provider.
- 15.5 The Agency will provide assistance or co-operation to the QE, its staff and Providers, in case of legal action related to the execution of this agreement. This obligation shall apply reciprocally if necessary.
- 15.6 The Agency shall indemnify the QE, its members, staff and Providers against any actions or claims brought against them by any third party in connection with the tasks executed under allocation and against any liabilities, including any reasonable legal costs, any direct and causal damages and any reasonable expenses arising from or incurred due to or in connection with such actions or claims, except and to the extent that the actions or claims are brought as a result of the gross negligence or the intentional misconduct of the QE, its members, staff or Providers. The QE agrees that it has an obligation in such a case to take any action available





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to it to mitigate any damage or costs incurred. Any damages, costs or liability suffered due to the QE's, its members Staff and Providers failure to do so will not be covered by this indemnification clause.

### 16 Administrative Productivity Improvement

- 16.1 The Parties will cooperate to optimise the administrative practices pertaining to the performance of any TAN. In doing so, they may wish to make use of established internal systems of performance metrics or agree to the joint development and monitoring of new performance indicators.

### 17 General Administrative Provisions

The Parties agree to establish and maintain Guidance Material and FAQs which establishes the best practices to be used in the implementation of Partnership Agreements (NCAs) and Accreditation Certificates (Qualified Entities). The Parties may suggest additional practices in relation to certain provisions. The Agency may incorporate as far as practicable such proposals in the document after consulting all the affected QEs and NCAs.

### 18 Record Retention

- 18.1 The QE shall at its own expense retain and maintain complete and accurate records of, and supporting documentation for, non-technical and technical records (including superseded records) in accordance with the Agency's record retention policy. These documents shall form part of the Agency's archives and shall enjoy the privileges afforded under the Protocol of Privileges and Immunities of the European Union and as further specified in the relevant Agency's record retention policy (and/or instructions) or certification procedures.
- 18.2 The QE shall ensure that the processes surrounding the creation, maintenance and retrieval of records are transparently presented to the Agency on demand.
- 18.3 Without prejudice to national law and internal procedures or instructions, the QE shall retain such records in accordance with the Agency's record retention policy (or, subject to the Agency's specific approval, in accordance with the respective QE's equivalent record retention policy), irrespective of whether such records are created by the QE, or a Provider.
- 18.4 Even in the event that the QE has been authorised by the Agency to retain its records related to this Agreement under the QE's record retention policy, the QE shall ensure that all such records are kept and maintained in a manner and format that ensure they are complete and accurate and that they can be retrieved at a later date and be accurately reviewed when needed.
- 18.5 The QE shall without undue delay grant the Agency effective access to any records related to the accreditation for the entire duration of validity of the accreditation certificate, and thereafter for the period during which the Agency is required to maintain such records as stipulated in the Agency's record retention policy, unless otherwise agreed with the Agency.
- 18.6 The QE shall provide the Agency at its request, with paper and/or electronic copies of all documents and information as the Agency may deem necessary to verify the QE's compliance with these Terms and Conditions.





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### 19 Reporting

The QE shall provide deliverables using the forms, reports, methods and frequencies defined and/or required by EASA procedures, work instructions, policies, agreed best practices and any other agreed documents.

### 20 Subcontracting

- 20.1 The QE shall not subcontract nor cause a task to be performed in whole or in part by third parties without prior written authorisation from the Agency. The QE shall inform the Agency about any subcontracting arrangement.
- 20.2 Even where the Agency authorises the QE to subcontract, the QE shall nonetheless remain solely bound by their obligations to the Agency under the accreditation certificate and shall bear exclusive liability for proper performance.
- 20.3 The QE shall ensure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the accreditation certificate and contract. More generally, under their own responsibility the QE shall ensure that each of its Providers shall (prior to doing any work under) sign a strict formal undertaking by which they shall be contractually bound, and committed to abide, by all obligations applying to the QE under these Terms and Conditions, thereby also ensuring and guaranteeing that all Agency's (and, as the case may be, third parties') rights shall be duly preserved at all times, including in particular and without limitation those on confidentiality, intellectual property, conflict of interests, use/distribution/publication of information etc.

### 21 Intellectual and industrial property rights

- 21.1 Without prejudice to any pre-existing intellectual property rights of the QE, ownership of all copyright and other pre-existing intellectual or industrial property rights, including any documentation, data, technical information and know-how provided to the QE (or its Providers) in performance of the accreditation certificate and contract remains vested to the Agency. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of the Agency.
- 21.2 Any results or rights connected to the results of the accredited tasks executed, including copyright and other intellectual or industrial property rights, obtained by the QE in performance of the accreditation certificate and contract, remains property of the QE until the payment for the tasks is executed by the Agency. At this time, it becomes property of the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights already exist. This will not affect the Agency's right to use the information for the intended purpose.

### 22 Assignment of Rights

- 22.1 The QE shall not assign the rights or obligations arising from the accreditation certificate and contract, in whole or in part, without prior written authorisation from the Agency.
- 22.2 In the absence of the authorisation referred to in 22.1 above, or in the event of failure to observe the terms thereof, assignment by the QE shall not be enforceable against and shall have no effect on the Agency.



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- 23.1 The QE shall provide exit management services to the Agency during the period preceding:
- a) the early termination by the Agency or the QE of a task assignment, or
  - b) the early surrender of the QE or early revocation, limitation or suspension by the Agency of the accreditation certificate and contract,
- 23.2 Both Parties shall inform each other without undue delay when they become aware of any cause for a premature termination of the accreditation certificate and/or contract or a related task assignment.
- 23.3 Unless otherwise agreed by the Parties on a case-by-case basis the exit management services of the QE shall consist of:
- c) The provision of all relevant information to enable the Agency to reassign task(s) to alternative resources, including as a minimum an overview of all tasks to be terminated, and for each task:
    - 1) a detailed status report covering all technical and administrative activities performed
    - 2) all relevant technical documents,
    - 3) all relevant communication
  - d) The participation in meetings and any other cooperation with the Agency and/or replacement QEs, as necessary, to clarify information provided pursuant to this paragraph and ensure due continuity of projects; and
  - e) The arrangement and hosting of visits to the QE or its Providers' sites as necessary or requested; and
  - f) The cooperation to find an appropriate arrangement for all documents and records retained by the QE.
- 23.4 Unless otherwise agreed by the Parties, the QE shall commence the provision of the exit management immediately upon termination notification.
- 23.5 Unless otherwise agreed by the Parties, the QE shall provide the exit management services until:
- g) the day when a replacement QE formally takes the task over, or
  - h) the day when the Agency's in-house resources formally take the task over, or
  - i) any other date as agreed between the Parties.







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- 23.6 The QE shall ensure that the information provided during the performance of exit management services is true and accurate. It shall advise the Agency or, if specifically requested by the Agency, any third party
- 23.7 acting on behalf of the Agency of any fact, matter or circumstance of which it may become aware which would render any such information to be inaccurate.
- 23.8 The Agency may disclose information about the work performed by the QE under their accreditation as necessary in order to support the transfer to a replacement QE or its in-house resources.
- 23.9 The provision of exit management services shall not relieve the QE of its obligations to deliver the operational support or to comply with its other obligations pursuant to the provisions of these terms and conditions.
- 23.10 If the accreditation contract expires before the completion of the exit management services its duration shall be deemed to remain valid for such period as found necessary and for the sole purpose of completing the exit management services as required for business continuity.

### 24 Checks and Audits

- 24.1 The QE shall provide free of charge all the detailed information requested by the Agency or by an outside body of the Agency's choice with a view to checking that the accredited tasks are being properly performed.
- 24.2 The Agency will perform risk-based quality assurance investigations and relevant surveillance inspections, in accordance with its internal procedures and work instructions. The Agency reserves the right to join QE staff for certification and oversight tasks on-site and remotely.
- 24.3 For this purpose, the Agency may, at any time arrange for an audit to be carried out. In good time before the audit, the Agency shall notify the QE of the audit.
- 24.4 In accordance with EASA's Financial Regulation, the European Court of Auditors will be entitled, upon reasonable notice, to access, inspect and audit the Records held by the Parties in connection with the performance of the Agreement up to five years after the last payment is made by either Party.
- 24.5 Furthermore, the Partner acknowledges that the European Anti-Fraud Office (OLAF) may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 883/2013 and agrees to submit thereto.
- 24.6 To carry out these audits, the audit team shall have unrestricted on the spot access, notably to the QE's offices, at normal office hours and to all the information needed to check that the QE has complied with the requirements, including information in electronic format.
- 24.7 In addition to checks and audits of the Agency, the QE ensures that tasks performed on behalf of the Agency are internally controlled by their own Quality and internal audit system.





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## Part IV - Reimbursement of costs incurred by the Qualified Entity

### 25 Charges

- 25.1 The Agency shall compensate the Qualified Entity for the working hours performed under a task assignment notification (TAN), either:
  - a. at the hourly rate (**EUR**) proposed by the Qualified Entity in their application made in response to the call for expression of interest, or at another rate proposed by the Qualified Entity, however calculated, which would result in a lower total cost for the Agency, as specifically agreed by the parties and specified in a TAN; or
  - b. at an annual fixed price rate specifically agreed by the Parties and specified in a TAN. In such case travel time as well as travel and subsistence expenses directly related to the services performed under a TAN shall not be reimbursed separately in accordance with indents 2 and 6 but be covered by the agreed annual fixed price rate;
- 25.2 Travel time shall be compensated in accordance with the rules set out in **Table 2** and as applicable, at the agreed hourly rate as mentioned under 25.1(a).
- 25.3 Any fractions of working hours shall be calculated on a pro rata basis.
- 25.4 The rates mentioned in 25.1(a), may be revised every second year starting with the second anniversary of the signature of the Accreditation Certificate. The Agency reserves the right to audit and comment the methodology the hourly rate is composed by the Qualified Entity.
- 25.5 Changed hourly rate shall only be applicable as of the start of the fiscal year following the agreement by both parties.
- 25.6 Upon a duly justified proposal from the Qualified Entity or the Agency, the parties may agree to review the hourly rate by way of derogation from 25.4.
- 25.7 In addition to the sums specified in 25.1 , travel and subsistence expenses, directly related to the services performed under a TAN shall be reimbursed based on costs incurred in accordance with the **“Reimbursements”** section.
- 25.8 Payments for services performed under a TAN shall be made in accordance with the **Invoicing and Payments** section.
- 25.9 No other charges shall be payable by the Agency to the Qualified Entity.

### 26 Bank Account

Payments shall be made to the Qualified Entity’s bank account denominated in Euro, identified as with the following information:

Table 1

Name of Bank	
Address of Bank	





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Account name	
Account Number (and sort code as appropriate)	
SWIFT Bank Identifier Code (BIC)	
International Bank Account Number (IBAN)	

### 27 Invoicing and Payments

#### 27.1 Format and content of invoices

Payment shall be made upon presentation by the Qualified Entity of an invoice comprising the following elements:

- a. An activity report describing the services provided pursuant to an approved TAN during the preceding period, detailed in working hours and travel expenses (unless travel expenses are covered by annual fixed price rate agreed in accordance with 25.1(b), and
- b. A formal request for payment (after Agency approval of the activity report) referring to the accreditation certificate, the applicable activity report, the activity period covered, and the amount to be paid (in Euro) to compensate the related cost to the Qualified Entity in accordance with the **Charges** section.

#### 27.2 Format and content of activity reports

Activity reports shall be provided electronically and on a monthly basis. They must be created using the activity report template (provided by the Agency). They shall provide adequate level of details to allow the Agency to verify the activities undertaken in particular with regard to any travel expenses (unless travel expenses are covered by annual fixed price rate agreed in accordance with 21.1(b)). The Agency reserves the right to query the content of the activity reports and wait for clarification until authorising the invoice.

#### 27.3 Supporting documents

- c. Original supporting documents or commonly agreed alternative evidence to support claims for reimbursement of travel expenses (unless mission expenses are covered by annual fixed price rate agreed in accordance with 25.1(b)) must be retained by the Qualified Entity or its Providers.
- d. The Agency has the right to see the supporting documents on request and at any time.
- e. Supporting documents related to travel carried out by the Qualified Entity's (or its Providers') staff on behalf of the Agency are subject to the record retention provisions described under the **Record Retention** section.

#### 27.4 Obligations of the Qualified Entity

- f. Schedule and Time Limits

Unless otherwise agreed in writing between the Parties, the submission of an activity report describing all chargeable work which was undertaken in a particular month shall take place within 30 days after the end of that month.

Following the Agency's receipt of the above-mentioned submission, the Parties shall work to agree on its admissibility. The timescales described in "**Obligations of the Agency**" are applicable for this period of verification.





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Once mutual agreement on the admissibility of the activity report has been reached, the Qualified Entity shall submit the formal request for payment (invoice) for the work described in that activity report within 15 days.

g. Quality

Invoice components (data provided in the activity report, supporting documents and formal request for payment) shall be an accurate and transparent reflection of the work carried out by the Qualified Entity's (and its Provider's) staff on behalf of the Agency. The Qualified Entity shall acknowledge data errors that are identified by either Party and correct them as appropriate.

### 27.5 Obligations of the Agency

Unless otherwise agreed in writing between the Parties, on receipt of an activity report, the Agency shall have 45 days:

- a) to approve it, with or without comments or reservations,
- b) to request clarification, further information and/or new or additional documents or data, or
- c) to suspend with comments or reject it, including a justified statement of objections.

If the Agency does not react within the 45 days, the activity report shall be deemed to have been approved and thereby admissible. Approval of the activity report does not imply recognition either of the regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Agency requests clarification, further information and/or new or additional documents or data to satisfy itself of the validity or accuracy of the activity report, the Qualified Entity shall have a maximum of 10 days to provide the requested data, unless otherwise agreed in writing between the Parties. After the Qualified Entity has provided all requested data, the time limits mentioned above apply again. Both Parties shall apply their best efforts to achieve the necessary clarification and expedite the related payment.

Payments shall be made within 30 days, following receipt of the invoice, unless otherwise agreed in writing between the Agency and the Qualified Entity on a case-by-case basis.

## 28 General Provisions concerning Payments

28.1 Payments shall be deemed to have been made on the date on which the Agency's account is debited.

28.2 On expiry of the time limits laid down in the [Invoicing and Payments](#) section and subject to any invoice suspension due to any irregularity, the Qualified Entity shall be entitled to interest pursuant to the provisions of the EASA Financial Regulation<sup>2</sup> and its implementing rules. Such interest rate is published in the C series of the Official Journal of the European Union.

<sup>2</sup> Financial Regulation of the European Aviation Safety Agency adopted by EASA Management Board Decision 14-2013





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### 29 Recovery

- 29.1 If total payments made exceed the amount due or if recovery is justified in accordance with the terms of the Agreement, the Qualified Entity shall reimburse the appropriate amount in Euro on receipt of the debit note, in the manner and within the time limits set by the Agency in accordance with **29.3**.
- 29.2 In the event of failure to pay by the deadline specified in the request for compensation/reimbursement, the sum due shall bear interest at the rate indicated by reference in **28.2**. Interest shall be payable for the time elapsed between expiry of the payment deadline and the date of payment.
- 29.3 The Agency may, after informing the Qualified Entity, initiate the recovery of amounts receivable. This recovery may be done, as decided by the Agency, either directly, by issuing a debit note/invoice which shall be paid by the Qualified Entity within 30 days after receipt, or by off-setting the amounts receivable from invoices payable to the Qualified Entity.

### 30 Taxation

- 30.1 The Qualified Entity shall have responsibility for compliance with applicable regulations on tax.
- 30.2 The Qualified Entity recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- 30.3 The Qualified Entity shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Agreement are exempt from taxes and duties, including VAT.
- 30.4 The Qualified Entity shall submit invoices that will indicate his place of taxation and clearly separate the amounts not including VAT and the amounts including VAT.

### 31 Reimbursements

Unless covered by annual fixed price rate agreed in accordance with **25.1(b)** the Agency shall reimburse the travel and associated expenses in accordance with the **Invoicing and Payments** section and in accordance with the following provisions.

#### 31.1 Reimbursable Expenses

The Qualified Entity will be reimbursed the travel and subsistence costs which arise when experts perform assignments under **Part III** of these Terms and Conditions away from their normal place of work.

**Table 2** illustrates, in general, which types of expense may be reimbursed and under which conditions – on the overall understanding that the principles of economy are applied in selecting the means of transportation (including the travel time).





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Table 2

	Within EASA Member States	Outside EASA Member States
Per diem allowance	Yes	Yes
Flight costs <sup>1)</sup>	Yes	Yes
Rail fare <sup>2)</sup>	Yes	Yes
Travelling time costs (travel hours) <sup>3)</sup>	No	Yes

<sup>1)</sup> The main principle is that the most economical flight route, taking into consideration both the cost of air fares and travel time, shall be used at all times. Subsequently the following principles apply for reimbursement of flight costs:

- a) In economy class or equivalent, at the lowest available rates taking into account the times of meetings and/or special features of the assignment for all segments that involve less than four hours continuous flying;
- b) In business class or equivalent, at the lowest available rates, considering the times of meetings and/or special features of the assignment, if the travel includes at least one segment involving at least four hours continuous flying time.

<sup>2)</sup> Rail fares will be reimbursed based on the shortest first class return route between the place of residence or work and the place of assignment only if when the distance travelled with the train is  $\geq 100$ km.

### 31.2 Per Diem Allowance

With respect to assignments performed by the Qualified Entity under their accreditation certificate, a per diem allowance (or the relevant portion of it) shall be payable in respect of the experts nominated under this agreement where assignments are carried out away from the expert's normal place of work. The following conditions shall apply to the payment of the allowance:

The amount of the allowance is equal to the standard rate published by the European Commission for the country in question: ([https://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems\\_en](https://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en)). It is intended to cover all expenses while on mission and at the place of the assignment. Examples of such expenses include, but are not restricted to:

- Accommodation (hotel costs)
- Travel agency handling fee for accommodation reservation
- Local transport within the place of assignment
- Meals (breakfast, lunch, dinner, snacks)
- Fees and tips for persons who provide services, such as food servers and luggage handlers.
- Room service
- Laundry, dry cleaning, and pressing of clothing
- Miscellaneous expenses at the place of assignment
- Internet or telephone expenses

Full or partial per diem allowances may be payable, depending on the circumstances. Detailed conditions under which full or partial per diems are payable can be found in the Agreed Best Practices document.

Per diem allowances may also be paid in the following circumstances (always for the avoidance of doubt subject to the principles of economy):

- where the interval between two meetings is insufficient for the expert to return to his/her point of departure.
- in exceptional circumstances at the Agency's discretion.





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- where the expert has travelled on an economy ticket requiring him to spend a certain number of days at the place of assignment.

### 31.3 Exchange Rates

Conversion between the EURO and another currency shall be carried out using the monthly accounting rate of published by Inforeuro.

The rates are available at: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm)

The Qualified Entity must always use the exchange rate relevant to the month in which the payment was made.

