

## **Appendix 8 – Checks and Audits**

### **1. RIGHT TO AUDIT**

- 1.1. Notwithstanding anything to the contrary set forth in the Agreement, the Client, as well as a reputable outside independent body or expert engaged and authorised by the Client shall be entitled to inspect and/or audit the Consultant to ensure compliance with the terms of the Agreement and EU financing rules, including inspecting and/or auditing:
  - 1.1.1. the performance of any aspect of the Services; and/or,
  - 1.1.2. any documentation, including all payrolls, accounts of the Consultant and/or other records used in or related to the performance of the Services.
- 1.2. The Consultant shall provide all reasonable assistance to the Client or the independent body authorized by the Client in carrying out any inspection or audit pursuant to this Appendix. The Client shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Client, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Consultant is not compliant with the terms of this Agreement, in which case the Consultant shall reimburse the Client for all of its additional reasonable costs incurred, provided such non-compliance is material.
- 1.3. The rights and obligations of the Client set forth in accordance with this Appendix shall survive expiration or termination of the Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.
- 1.4. The Consultant is under obligation to retain in immediately accessible readable format, not encrypted or otherwise protected manner, all working files, correspondence and in paper or email for the time period of ten (10) years after expiry of the Agreement.

### **2. ON-THE-SPOT VISITS**

- 2.1. By submitting a written notice five (5) days in advance, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, the Client may carry out on-the-spot visits to the construction site and premises where the activities implemented within the Agreement are or were carried out.
- 2.2. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Client or by any other outside body or third party authorised to do so on behalf of the Client. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Client shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.

- 2.3. The Consultant shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.
- 2.4. By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.