

EXPERT CODE OF CONDUCT

1. PERFORMING THE WORK

1.1 Experts must work independently, in a personal capacity and not on behalf of any organisation.

1.2 Experts must:

- (a) perform their tasks in a confidential and fair way, in accordance with the applicable rules
- (b) perform their work to the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
- (c) follow the instructions and time-schedule given by the contracting authority.

1.3 Experts may not delegate the work to other persons or be replaced by other persons.

1.4 If a person or entity involved in a proposal, application or EU funded action approaches an expert before or during the course of their work, the expert must immediately inform the contracting authority.

1.5 Experts which act as observers must not evaluate and must not express any views on the proposals or applications that are being evaluated (nor on the experts' evaluations).

1.6 Experts may not be (or have been or become) involved in any projects they have assessed for the contracting authority (*in any capacity, evaluation, observer, project review, monitoring etc*).

2. IMPARTIALITY

2.1 Experts must perform their work **impartially** and take all measures to prevent any situation where the impartial and objective implementation of the work could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (**'conflict of interests'**).

For **experts**, the following situations will automatically be considered as conflict of interest. The precise consequences vary depending on the situation:

1. exclusion from the work assigned, if they:
 - have vested interests in relation to the questions on which they are asked to give advice
 - are linked to an organisation or a person which would benefit (directly or indirectly) or be disadvantaged, as a result of the work of the expert
 - are in another situation that compromises their ability to work impartially, independently and in the public interest.
2. potential exclusion from the work assigned if the responsible contracting authority so decides, in view of the objective circumstances, the available information and the potential risks, if they:
 - are in any other situation that could cast doubt on their ability to accomplish the work impartially, independently and in the public interest, or that could reasonable appear to do so in the eyes of an outside third party.

If experts are (or become) aware of a conflict of interest, they must immediately **inform** the responsible contracting authority staff and stop working until further instructions.

2.2 Experts which breach their obligations under Points 2.1 and 2.2, may be made subject to the measures set out in the Expert Call for Expression of Interest, and in particular terminate the Contract.

3. CONFIDENTIALITY

3.1 During implementation of the Contract and for five years after the date of the last payment, experts must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract (**'sensitive information'**).

Unless otherwise agreed with the responsible contracting authority staff, they may use sensitive information only to implement the Contract.

Experts must keep their work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information relating to proposals, applications, actions or participants, without prior written approval by the contracting authority
- (b) not discuss proposals, applications or actions with others (including other experts or contracting authority staff that are not directly involved in the tasks, except during meetings and with prior approval by the responsible contracting authority staff
- (c) not disclose:
 - details on the evaluation or monitoring process (or any other type of work) or their outcome, without prior written approval by the contracting authority
 - details on their position/advice
 - the names of other experts participating in the evaluation or monitoring process, or other type of work.
- (d) not communicate with applicants or beneficiaries (including affiliated entities, other third parties involved in the proposals/actions or team members or persons linked to them — except when organised by the contracting authority (*such as panel interviews, progress meetings or project review meetings, etc*).

If the contracting authority makes documents or information available electronically, experts are responsible for ensuring adequate protection and for returning, erasing or destroying all sensitive information after the end of the evaluation (if so instructed).

If experts work on contracting authority premises, they:

- (a) may not remove from the premises any documents, material or information on the proposals, applications or actions or on the evaluation or monitoring process
- (b) are responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all sensitive information after the end of the evaluation or monitoring (if so instructed).

If experts use outside sources (*for example internet, specialised databases, third party expertise etc*) for their evaluation or monitoring, they:

- (a) must respect the general rules for using such sources
- (b) may not contact third parties, without prior written approval by the contracting authority.

The confidentiality obligations no longer apply if:

- the contracting authority agrees to release the expert from the confidentiality obligations
- the sensitive information becomes public through other channels
- disclosure of the sensitive information is required by law.

3.2 Experts which breach their obligations under Point 3.1, may be made subject to the measures set out in the Expert Call for Expression of Interest.

4. DATA PROTECTION

4.1 Experts must process personal data only on the basis of documented instructions from the contracting authority. Experts may act only under the supervision of the contracting authority, in particular regarding the specific purposes of the processing and the categories of data which may be processed.

4.2 The processing of personal data by experts may take place only for the duration specified in their contract.

4.3 Experts must:

- not use the personal data for any purpose other than fulfilling their obligations under the contract, unless explicitly authorised in writing in advance by the contracting authority
- ensure the protection of personal data with the same level of protection they use to protect their own data, and in no case with less reasonable care
- not disclose personal data directly or indirectly to third parties, unless explicitly authorised in writing in advance by the contracting authority.

4.4 Experts must deal promptly and adequately with any questions of the contracting authority relating to the processing of personal data and must cooperate and assist the contracting authority in ensuring compliance with the contracting authority's obligations.

4.5 Experts must adopt appropriate measures to ensure the security of personal data, proportionate to the risks inherent to the processing and the nature of the personal data concerned. This includes appropriate protection against security breaches leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to personal data (personal data breaches).

In the event of a personal data breach, the expert must immediately inform the contracting authority and cooperate and assist the contracting authority in ensuring compliance with the contracting authority's obligations.

4.6 At the end of the contract, experts will be asked by the contracting authority to either delete all personal data processed on behalf of the contracting authority (and

certify this), or to return all personal data to the contracting authority and delete all existing copies.