

Code of Conduct for Experts of the European Hydrogen Sustainability and Circularity Panel

The mission of the European Hydrogen Sustainability and Circularity Panel (EHS&CP) is to support the [Clean Hydrogen Joint Undertaking](#) in developing an integrated approach to sustainability and circularity across the hydrogen value chain. Experts contribute in a personal capacity and are expected to uphold the highest standards of integrity, professionalism, and independence as outlined in this code of conduct.

The EHS&CP is set up and coordinated by Ecorys Nederland B.V., together with Grant Thornton (the Contractor), on behalf of the Clean Hydrogen Partnership (the Contracting Authority), under a service contract that was awarded as a result of an open call for tenders.

Experts participating in the work of EHS&CP shall recognise and comply with the following principles:

1. Commitment to the European Community

1.1 Work for the net benefit of the European community and promote sustainable and circular hydrogen technologies.

1.2 Contribute to the dissemination of knowledge to foster a sustainability-oriented culture.

2. Professional conduct and participation

2.1 **Behave professionally and ethically:** Act in good faith, with due care, diligence, professionalism, and promote a culture of fair and ethical behaviour. EHS&CP Experts are committed to respecting each other. In meetings, delegates, Experts, and observers are committed to:

- a. Conducting themselves in a professional manner.
- b. Respecting the confidential nature of the meeting deliberations and not making any public statements regarding the work of the panel without prior written consent from the Contractor.
- c. Respecting others and their opinions.
- d. Revealing neither the identity nor the affiliation of other participants when using information received but not included in official minutes without prior written consent.
- e. Accepting decisions of the Contractor and the Contracting Authority.
- f. Ensuring that the views of all (including those whose first language is not that of the meeting) are heard and understood.

2.2 **Uphold consensus and governance:** Experts shall uphold the key principles of consensus, transparency, openness, impartiality, effectiveness, relevance and coherence.

2.3 **Participate actively:** Experts shall actively participate in panel, task force and workshop meetings.

2.4. **Escalate and resolve disputes:** Experts shall identify and escalate (potential) disputes to the Contractor's task and project managers in a timely manner to ensure rapid and amicable resolution.

3. Impartiality and Independence

3.1 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')

3.2 As an example, the following shall be considered a **conflict of interest** and would lead to exclusion:

- If the Expert would benefit or be disadvantaged as a result of participation in the Panel
- If the Expert has close family ties or other personal relationships with a person involved in an action that is being monitored by the Panel
- If the Expert is employed or contracted by any of the beneficiaries in grants which are falling under the responsibility of the Expert to verify within the framework of their duties within the Panel
- If the Expert is involved in any way in the management of a beneficiary under an action funded by the JU, which is verified by the Panel.

Exclusion shall also be applied as a consequence, if the Experts:

- 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.

Potential exclusion may arise, 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 reasonably appear to do so in the eyes of an outside third party

3.3. If Experts are (or become) aware of a conflict of interest, they must immediately:

- Disclose any actual or potential conflict of interest to the Contractor without delay.
- Refrain from contributing to discussions, drafting, or decisions where a conflict exists until guidance is provided.
- Where required, withdraw from affected tasks or meetings.

3.4 Failure to respect impartiality obligations may lead to removal from the panel and the termination of the Expert's contract by the Contractor, and other sanctions are foreseen by the Contracting authority.

4. Confidentiality obligations

4.1 Experts shall treat as confidential all sensitive information received in the context of the work of the EHS&CP ('**confidential information**'), both in writing and orally, including but not limited to:

- Draft or unpublished analyses, project data, and internal assessments.
- Personal data of stakeholders, panel members, or project participants.
- Preliminary or non-public policy positions, deliberations, and internal communications.

4.2 Unless otherwise agreed with the responsible Contracting authority staff, Experts may use sensitive information only to implement the activities of the EHS&CP. Experts may not disclose, reproduce, distribute, or discuss confidential information without explicit written approval from the Contractor.

4.3 Experts must keep their work on the EHS&CP strictly confidential, and in particular:

- Use confidential information solely for fulfilling their role in the EHS&CP.
- Not disclose (directly or indirectly) any confidential information relating to reports, proposals, applications, actions or participants, without prior written approval by the Contracting authority.
- Protect all documents, files, and communications (digital or physical) with appropriate security measures.

4.4 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 work of the panel (if so instructed).

4.5 If Experts work on the Contracting authority's or Contractor's premises, they:

- may not remove from the premises any documents, material or information related to the work of the Panel.
- 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 Panel (if so instructed).

4.6 If Experts use outside sources (for example internet, specialised databases, third-party expertise, etc.) for the panel's work, they:

- must respect the general rules for using such sources
- may not contact third parties without prior written approval by the Contracting authority.

4.7 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.

4.8 Experts who breach their obligations under the Points listed above may be removed from the panel and may be liable for damages up to three times the value of their contract.

5. Data Protection

5.1 Experts shall process personal data strictly in accordance with documented instructions from the Contracting authority and applicable EU data protection legislation. 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.

5.2 The processing of personal data by Experts may take place only for the duration specified in their contract and only for the period necessary for fulfilling assigned tasks.

5.3 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. Experts must 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. Experts must not disclose personal data directly or indirectly to third parties, unless explicitly authorised in writing in advance by the Contracting authority.

5.4 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. In the event of any actual or suspected personal data breach, Experts must immediately notify the Contractor and assist in mitigating impacts and fulfilling legal obligations.

5.5 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 Contractor and the Contracting authority and cooperate and assist in ensuring compliance with the Contracting authority's obligations.

5.6 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.

6. Acceptance of the Code of Conduct

By participating in the EHS&CP, Experts acknowledge and accept the obligations outlined in this Code of Conduct. Compliance is a prerequisite for continued involvement in panel activities.