

H2020 EXPERT GROUPS — ASSISTING WITH IMPLEMENTATION/ EVALUATION/ DESIGN OF POLICY/PROGRAMMES/SME COACHES:

ANNEX 1

CODE OF CONDUCT

1. PERFORMING THE WORK

1.1 The expert must work independently, in a personal capacity, in the public interest and not on behalf of any organisation.

1.2 The expert must:

- (a) carry out his/her work in a confidential and fair way;
- (b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;
- (c) follow the instructions and time-schedule given by the Commission.

1.3 The expert may not delegate the work to another person or be replaced by another person.

2. IMPARTIALITY

2.1 The expert must perform his/her work **impartially** and take all measures to prevent any situation where s/he has an interest that may compromise or be reasonably perceived to compromise his/her ability to work independently and in the public interest (**‘conflict of interests’**).

The following situations will **automatically** be considered as **conflict of interest**, if s/he:

- (a) has vested interests in relation to the questions on which s/he is asked to give advice;
- (b) is linked to an organisation which would benefit (directly or indirectly) or be disadvantaged, as a result of the work of the expert group;
- (c) is in another situation that compromises his/her ability to work impartially, independently and in the public interest.

In this case, the expert must be excluded from the group.

The following situation **may** be considered as conflict of interests if the Commission so decides, in view of the objective circumstances, the available information and the potential risks:

- (a) any other situation that could cast doubt on his/her 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.

In this case, the Commission may decide to exclude the expert from the group and, if necessary, to replace him/her.

2.2 The expert will be required to **confirm** that there is no conflict of interest for the expert group work, by signing a declaration in the Participant Portal electronic exchange system (see Article 21).

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately **inform** the Commission and stop working until further instructions.

[OPTION for Commission expert groups: The expert must also immediately inform the Commission of changes in his/her ‘declaration of interest form (DoI)’ by submitting a new version, in accordance with Decision C(2016)3301¹.]

2.3 If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the Commission may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 17).

3. CONFIDENTIALITY

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

Unless otherwise agreed with the Commission, s/he may use confidential information only to implement the Contract.

The expert must keep the work under the Contract strictly confidential, and in particular:

- (a) not disclose (directly or indirectly) any confidential information, without prior written approval of the Commission;
- (b) not discuss the expert group work with others, including other experts or Commission staff that are not directly involved;
- (c) not disclose:
 - details on the expert group work and its outcome, without prior written approval of the Commission;

¹ Article 11 and Annexes 4 and 6 of Commission Decision C(2016)3301 establishing horizontal rules on the creation and operation of Commission expert groups (available at http://ec.europa.eu/transparency/regexpert/PDF/C_2016_3301_F1_COMMISSION_DECISION_EN.pdf).

- details on his/her position/advice.

[OPTION for Commission expert groups: The Commission will publish the documents of the expert group, including agendas, minutes and members' submissions, in accordance with Decision C(2016)3301.]

If the Commission makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert works on Commission premises, the expert:

- (a) may not remove from the premises any documents, material or information in connection with the work under the Contract;
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the work (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for the work, s/he:

- (a) must respect general rules for using such sources;
- (b) must not contact third parties, without prior written approval of the Commission.

The confidentiality obligations **no longer** apply if:

- the Commission agrees to release the expert from his/her confidentiality obligations;
- the confidential information becomes public through other channels;
- disclosure of the confidential information is required by law.

3.2 If the expert breaches any of his/her obligations under Point 3.1, the Commission may apply the measures set out in Chapter 5.