



EU Experts

Expert Code of Conduct

Funding & Tenders Portal Expert Database 2021-2027

Version 1.2
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HISTORY OF CHANGES		
Version	Publication date	Changes
1.0	15.06.2022	<ul style="list-style-type: none">▪ Initial version (new MFF).
1.1	15.01.2023	<ul style="list-style-type: none">▪ Update for HE ERC experts.▪ Minor drafting changes.
1.2	15.04.2024	<ul style="list-style-type: none">▪ Update to introduce standard instructions on the protection of personal data.

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 **evaluators** assisting in the various stages of the evaluation of proposals, applications and tenders, the following situations will automatically be considered as conflict of interest. The precise consequences vary depending on the situation:

1. exclusion from the evaluation for a *proposal*, if they:

- are a director, trustee or partner or involved in the management of any entity involved in the proposal (applicant, affiliated entity or other participant involved in the proposal)
- are employed or contracted by one of the entities involved in the proposal (applicant, affiliated entity, named subcontractor or other participant involved in the proposal).

In this case, the evaluator must normally be excluded from the entire evaluation process for the proposal concerned. They may normally NOT do the individual evaluation, nor take part in the consensus group or panel review (including hearings/interviews) when the proposal is being discussed.

Exceptionally, the contracting authority staff may decide to nevertheless allow the expert to take part in the panel meeting, if all of the following apply:

- they work in a different department from the one where the project is to be carried out
- the departments within the organisation concerned operate with a high degree of autonomy
- their participation can be justified by the requirement to use the best available expertise and that there is a limited number of qualified persons (and this is documented).

In this case, the other experts in the group of evaluators will be informed about the situation of the expert.

2. exclusion from the evaluation for a *proposal* AND for *all proposals competing* for the same call budget-split, if they:

- were involved in the preparation of a proposal submitted to the same topic/other topic within the same call budget-split
- would benefit if a proposal submitted to the same topic/other topic within the same call budget-split is accepted or rejected
- have close family ties (*spouse, domestic or non-domestic partner, child, sibling, parent, etc*) or other close personal relationship with a person (including affiliated entities or other participants) involved in the preparation of a proposal submitted to the same topic/other topic within the same call budget-split or with a person which would benefit if such proposal is accepted or rejected.

In this case, the evaluator must be excluded from the entire evaluation process for the proposal concerned AND competing proposals.

3. exclusion from the evaluation for the entire *call*, if they:

- are a member of an advisory group set up by the EU to advise on the preparation of work programmes or work programmes in an area related to the call
- are a national contact point (*e.g. National Contact Points or National Focal Points*) or working for specific stakeholder groups tasked with promoting the programme (*e.g. Enterprise Europe Network (EEN) for Horizon and SMP COSME*)
- are a member of a EU Programme Committee (if applicable).

4. potential exclusion from the evaluation (for proposal, proposal and competing proposals or entire call) if the responsible contracting authority so decides , if they:

- were employed by one of the entities involved in the proposal (applicant, affiliated entity or other participant involved in the proposal) in the last 3 years
- are involved in a contract, grant, management structure (*e.g. member of management or advisory board etc*) or business or other collaboration with an applicant, or have been so in the last 3 years

- are in any other situation that could cast doubt on their ability to participate impartially in the evaluation, or that could reasonably appear to do so (appearance of impropriety).

For Horizon Europe ERC proposals, evaluators will also be excluded:

- from the evaluation for the proposal concerned, if they have (or have had) a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal, or if they have (or have had) a mentor/mentee relationship with the principal investigator of the proposal, or if they have (or have had during last 5 years) a scientific collaboration with the principal investigator of the proposal
- from the evaluation for the proposal concerned AND for all competing proposals, if they have close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of the proposal
- from the evaluation of the entire call, if they have submitted a proposal as principal investigator or team member, under the same call.

For **monitors** assisting in the implementation follow-up, the following situations will automatically be considered as conflict of interest. The precise consequences vary depending on the situation:

1. exclusion from the monitoring of an action, if they:

- were involved in the preparation of the action
- would benefit or be disadvantaged, as a result of the monitoring of the action
- have close family ties (*spouse, domestic or non-domestic partner, child, sibling, parent etc.*) or other close personal relationship with a person (*including affiliated entities or other participants*) involved in the action
- are a director, trustee or partner or in any way involved in the management of an applicant (or affiliated entity or other participant involved in the action)
- are employed or contracted by one of the beneficiaries (or affiliated entities, named subcontractors or other participants involved in the action)

In this case, the expert must be excluded from the monitoring of the action concerned. Any monitoring work already carried out by the expert must be declared void. If necessary, the expert must be replaced.

Exceptionally, the contracting authority staff may decide to nevertheless allow the expert to participate in the monitoring of the action, if all of the following apply:

- they work in a different department from the one where the project is to be carried out
- the departments within the organisation concerned operate with a high degree of autonomy
- their participation can be justified by the requirement to use the best available expertise and that there is a limited number of qualified persons (and this is documented).

In this case, the other experts in the group of monitors will be informed about the situation of the expert.

2. potential exclusion from the monitoring of the action concerned if the responsible contracting authority so decides, if they:
 - were employed by one of the entities involved in the action (applicant, affiliated entity or other participant involved in the action) in the last three years
 - are involved in a contract, grant, management structure (*e.g. member of management or advisory board etc*) or business collaboration with an applicant, or have been so in the last 3 years
 - are in any other situation that could cast doubt on their ability to monitor the action, or that could reasonably appear to do so (appearance of impropriety).

For Horizon Europe ERC actions, monitors will also be excluded:

- from monitoring an action if:
 - they have (or have had) a relationship of scientific rivalry or professional hostility with the principal investigator of the action, or if they have (or have had) a mentor/mentee relationship with the principal investigator of the action, or if they have (or have had during the last 5 years) a scientific collaboration with the principal investigator of the action
 - , if they have close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with the principal investigator of the action
- or
- if they have submitted a proposal as principal investigator or team member, under the same call.

For **other types of experts** (*e.g. ethics experts, gender experts, financial experts, policy experts, etc*), 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 reasonably appear to do so in the eyes of an outside third party.

2.2 Experts will be required to **confirm** — for each proposal, project or any other action they are tasked with — that there is no conflict of interest.

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.

2.3 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.