

Annex IV- Code of Conduct for Experts

General Provisions

1. The Expert shall not be bound by any instructions except from Fusion for Energy, shall be completely independent in the performance of his tasks and shall act in the general interest of Fusion for Energy. He/she shall be required to sign a declaration to that effect.
2. The Contract includes provisions on confidentiality which shall be respected at all times during and after their appointment. He/she shall be required to sign a declaration to that effect.
3. The Expert shall take all necessary measures to avoid any conflicts of interest that could compromise, or be seen to compromise, the impartial and objective performance of his tasks.
4. Conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest related to the tasks to be performed by the Expert.
5. Circumstances in which a conflict of interest may exist include when an Expert:
 - Stands to benefit directly or indirectly, other than from the payments associated with this Contract, from the tasks to be carried out;
 - Is employed, or was employed during the previous three years, by one of the organisations involved in the activities related to the tasks to be carried out;
 - Is a director, trustee or partner of an organisation involved in the activities related to the tasks to be carried out;
 - Has a close family relationship with any person representing or employed by an organisation involved in the activities related to the tasks to be carried out;
 - Is involved in a contract or research collaboration, or had been so in the previous three years with an organisation involved in the activities related to the tasks to be carried out;
 - Is in any other situation that could cast doubt on his or her ability to perform the tasks impartially, or that could reasonably appear to do so in the eyes of a third party.
5. Any conflict of interest which could arise during performance of the Contract must be immediately notified to Fusion for Energy in writing without delay.
6. The Expert undertakes to immediately take all necessary steps to resolve any conflict of interest and/or to cooperate with Fusion for Energy.

Special Provisions applicable to Experts Assisting in the Evaluation of Proposals or Tenders

8. The task of an Expert is to participate in a confidential, fair and equitable evaluation of each proposal/tender according to the procedures laid down by Fusion for Energy. He/she must use his/her best endeavours to achieve this, follow any instructions given by Fusion for Energy to this end and deliver constant and high quality of work.
9. Before commencing their tasks, the Expert shall sign a declaration on absence of conflicts of interest for Experts assisting in the evaluation of proposals or tenders (Annex VII).
10. If an Expert has a conflict of interest with a proposal or tender, he/she must immediately inform Fusion for Energy in writing.
11. In the context of providing assistance for the evaluation of proposals or tenders, circumstances in which a conflict of interest may exist are as follows:

A disqualifying conflict of interest exists if an Expert:
 - Was involved in the preparation of the proposal or tender;
 - Stands to benefit directly should the proposal or tender be accepted
 - Has a close family relationship with any person representing an applicant organisation in the proposal or tender
 - Is a director, trustee or partner of an applicant organisation
 - Is employed by one of the applicant organisations in a proposal or tender
 - Is in any other situation that compromises his or her ability to evaluate the proposal or tender impartially.
A potential conflict of interest may exist, even in cases not covered by the clear disqualifying conflicts indicated above, if an Expert:
 - Was employed by one of the applicant organisations in a proposal or tender within the previous three years
 - Is involved in a contract or research collaboration with an applicant organisation, or had been so in the previous three years
 - Is in any other situation that could cast doubt on his or her ability to evaluate the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.
12. An Expert subject to a disqualifying conflict of interest shall not be permitted to provide assistance for the evaluation of proposals or tenders.
13. An Expert subject to a potential conflict of interest shall take necessary measures to eliminate the conflict of interest
14. Experts may not discuss any proposals/tenders with third parties, in particular with applicants, except with the express prior agreement of Fusion for Energy.

15. Experts are not allowed to disclose the names of other experts assisting in the evaluation of proposals or tenders.
16. Where proposals or tenders are made available electronically or otherwise to experts, who then work from their own or other suitable premises, the expert will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and returning, erasing or destroying all confidential documents or files upon completing the evaluation as instructed.
17. Where the evaluation takes place in the offices of Fusion for Energy, Experts are not allowed to take outside the premises any parts of the proposals/evaluation, copies or notes, either on paper or in electronic form, relating to the evaluation of proposals or tenders.
18. Experts are required at all times to comply strictly with any rules defined by Fusion for Energy for ensuring the confidentiality of the evaluation process and its outcomes. Failure to comply with these rules may result in exclusion from the immediate and future evaluation processes and to the termination of the Contract without prejudice to other legal consequences stipulated in the Contract or in applicable law.