



Decision of the Executive Director n° 110

03/03/2014

Adoption of the Clean Sky Joint Undertaking Code of Conduct for the prevention and mitigation of conflicts of interest and other irregularities as well as for good administrative behavior

THE EXECUTIVE DIRECTOR OF THE CLEAN SKY JOINT UNDERTAKING,

Having regard to Article 22 of the Annex I (Statutes of the Clean Sky JU) of Council Regulation (EC) No 71/2008 laying down that the Clean Sky Joint Undertaking, hereafter referred to as “the JU”, shall avoid any conflict of interests;

Having regard to Article 13 of Council Regulation (EC) No 71/2008 laying down that the JU shall ensure the protection of sensitive information, disclosure of which could damage the interests of its Members or of participants in the activities of the Clean Sky Joint Undertaking.

Having regard to Articles 35 paragraph 2 and 107 paragraph 4 of the financial rules of the Clean Sky JU;

Having regard to the EU Staff Regulation and in particular Article 12a and the related provisions of CEOS.

Having regard to the Practical Guide to Staff Ethics and Conduct of the European Commission (2013);

Having regard to the “OECD” Guidelines Managing conflict of interest in the Public Sector defining the conflict of interest as “a conflict between the public duty and private interests of public officials, in which the public officials have private-capacity interests which could improperly influence the performance of their official duties and responsibilities”¹;

Whereas since its establishment in 2008, the JU has endeavoured to ensure that the Members of the Governing Board (hereafter referred to as “GB”), the other bodies with decision-making power (the Executive Director and the ITD Steering Committees) and the JU staff

¹ OECD 2003, Managing Conflicts of Interest in the Public Sector (Guidelines), OECD, Paris, p.15.



maintains the highest professional standards of integrity, transparency and independence in order to achieve its mission related to the greening of the aviation industry;

Whereas it is desirable to provide specific rules and guidance and probity standards for the JU users in support of day-to-day decision making taking duly into account the specific structure, legal framework and working procedures of the JU;

Whereas the above objective shall be achieved through a comprehensive code governing the principles of integrity and independence and providing guidance on the prevention and mitigation of conflict of interest and adequate internal procedures to tackle any issue.

Whereas the rules and guidance related to the private Members of the Governing Board, to their alternates shall be laid down in a separate Decision of the Governing Board on the private Members of the Governing Board implementing Article 12 of the rules of procedure;

Whereas the rules and guidance related to the Members of the Steering Committees shall be laid down in a separate act in the framework of the Regulation on Clean Sky 2 JU (under legislative approval) considering the changes introduced by the proposal of regulation in the related governance structure of the Steering Committees;

Whereas the code shall also contain rules and guidance for ensuring the handling of confidential information that could hamper the interests of the JU members and its partners;

Whereas the code shall also include a code on the good administrative behavior applicable to the staff of the JU;

HAS DECIDED AS FOLLOWS

Article 1 – General provision

Any subject, as defined under articles 2 and 3, shall respect the principles which are laid down in the present Decision and its Annexes which constitute the Code of Conduct hereafter referred to as “the Code”.

Article 2 – Scope

The Code and its Annexes shall apply to the Executive Director and the other statutory staff of the JU, in addition to the rules contained in the EU staff regulations, and to the other actors



of the JU in addition to the provisions laid down in their respective private law contracts. The above categories, as defined in article 3, shall be all referred to in the present code as the “**Clean Sky JU actors**” and shall be subject to principles thereto of the present code.

Some specific provisions are laid down in Part I of this code concerning (1) ITD topic managers, (2) CSJU Members participating in the calls for proposals, (3) companies providing consultancy work within an ITD. These actors are not considered as CSJU actors in the definition of Article 3 of this Code.

The Code shall not apply to the private Members of the Governing Board and their alternates for which specific rules and guidance shall be laid down in a separate Decision of the Governing Board based on Article 12 of the rules of procedures of the Governing Board.

Likewise, the Code shall not be applicable to the Members of the ITD Steering Committees, for which specific rules and guidance shall be laid down in the framework of the Clean Sky 2 JU.

Article 3 - Definitions

The JU statutory staff members are the temporary agents and contract agents hired by the JU under the conditions of employment of other servants of the European Union and who are subject to the EU Staff Regulations and CEOS.

The code provisions shall apply to the other “Clean Sky JU actors” which may be composed of the following categories:

- Service providers who operate on the basis of service contracts signed with the JU following a procurement procedure and who provide external technical support to the JU;
- Staff members of the JU’s private Members delivering services to the JU and operating on the basis of service contracts signed with the JU in accordance with Article 75.5 of the JU Financial Rules;
- external experts for the evaluation of projects proposals in the framework of calls for proposals and who are engaged by the JU on the basis of the experts letter of appointment ;
- external experts for technical assistance services and other functions who are contracted by the JU on the basis of Article 107 of the JU Financial Rules;
- interim staff engaged by the JU on the basis of framework contracts signed by the JU with interim work agencies;
- trainees engaged by the JU and on the basis of contracts of a limited duration.



Article 4 – Lawfulness

The Clean Sky JU actors shall act according to law and apply the rules and procedures laid down in the applicable law and shall in particular ensure, that decisions which affect the rights or interests of anybody have a basis in law and that their content complies with the law.

Article 5 – Independence and Impartiality

The JU actors shall be impartial and independent in the exercise of their functions and shall abstain from any arbitrary action adversely affecting anybody, as well as from any preferential treatment on any grounds whatsoever.

They shall act in the best interest of the Clean Sky JU. They shall not be guided by any personal interests and, shall abstain from any involvement in decisions on any matters concerning their own personal business interests, or those where any material interest can exist based on the business interests of their family, relatives, or friends.

Article 6 – Objectivity

When taking decisions, they shall take into consideration the relevant factors and give each of them its proper weight in the decision, whilst excluding any irrelevant element from consideration. They shall ensure the appropriate decision making process including the proper segregation of duties by acting within the remit assigned to them by their superior or supervisor and according to the working procedures and management manual of the JU.

The conduct shall never be guided by:

- personal or national interest;
- political pressure;
- any pressure from the industry or other beneficiaries

Article 7– Absence of discrimination

In taking decisions, the Clean JU actors shall ensure that the principle of equality of treatment is respected. If any difference in treatment is made, they shall ensure that it is justified by the objective relevant features of the particular case.



Article 8 – Proportionality

When taking decisions, the Clean Sky JU actors shall ensure that the measures taken are proportional to the aim pursued. When taking decisions, they shall strike a fair balance between the interests of private persons or when representing collectively the interest of their companies and the general public interest.

Article 9 – Absence of abuse of power

Functions and powers of the Clean Sky JU actors shall be exercised solely for the purposes for which they have been conferred by the relevant legal provisions and within its limits. They shall in particular avoid using those powers for purposes which have no basis in the law, which are not motivated by the public interest of acting in the interest of the JU.

Article 10– Duty to safeguard confidentiality

The Clean Sky JU actors shall ensure in the exercise of their functions and according to their remit and legal acts governing their mandate the protection of sensitive information, disclosure of which could damage the interests of the Members or of participants in the activities of the JU. In case of doubt on the nature of confidentiality of an information/ document, the opinion of the JU shall be sought.

Article 11 – protection of whistle blowers and affected actors

The JU takes the appropriate measures to enable the proper reporting on illegal or irregular activities and to ensure protection of the JU actors involved. An internal procedure is established identifying reporting channels and protecting the interests and rights of both, the “whistle-blowers” as well as the allegedly “wrong doing” actors.

Article 12 – Public access to the Code

The JU will take the necessary measures in order to ensure that the Code enjoys the widest possible publicity amongst the citizens and stakeholders. It will publish it on its web-page and will provide a copy of this Code to any citizen or stakeholder who requests it.



Article 13 – Entry into force

This Decision and its Annexes shall come into force upon the date of signature by the Executive Director and shall be immediately applicable.

A handwritten signature in black ink, appearing to read 'Eric Dautriat'.

Eric Dautriat

Executive Director



The Clean Sky JU Code of Conduct

Contents:

- Part I - Clean Sky JU Guidance on the prevention and mitigation of conflicts of interest
- Part II - Clean Sky JU Guidance on Confidentiality and Discretion
- Part III - Clean Sky JU Staff code of good administrative behavior

Annexes

- Annex 1 – Declaration form on commitment and conflicts of interest (applicable to Clean Sky JU actors)
- Annex 2 – Form on confidentiality declaration (applicable to Clean Sky JU actors)

Part I - Clean Sky JU Guidance on the prevention and mitigation of conflicts of interest

1. Legal basis

The present code is based upon Regulation No 71/2008 setting up the Clean Sky JU and its legal acts, and in particular on the articles below :

- a) **Article 22 of the Statutes of the Clean Sky JU** (Annex I to Council Regulation No 71/2007 of 20 December 2007) recites as follows:

“The Clean Sky Joint Undertaking shall avoid any conflict of interest in the implementation of its activities. Members involved in defining work that is subject to a call for proposals or a call for tender, cannot take part in carrying out that work.”

- b) **Article 35.2 of the Financial rules of the Clean Sky JU** provides the following definition of conflict of interests:

“There is a conflict of interest where the impartial and objective exercise of the functions of a person (...) is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.”

- c) **Article 107.4 of the Financial rules of the Clean Sky JU** recites as follows:

“External experts shall be selected (...) in accordance with the principles of non-discrimination, equal treatment and absence of conflict of interest.”



The present Guidance adopted by means of Decision of the Executive Director shall provide adequate implementing rules to the above legal basis. It is based on a description of exemplary cases, which shall not be considered as exhaustive. Where appropriate, a case by case approach shall be followed by the JU applying the spirit of the Guidance. Further implementing rules may be laid down as necessary.

2. General requirements for declaration of conflicts

2.1 Who should declare?

The Clean Sky JU actors shall be, in the sake of transparency, subject to a declaration of commitment and of interests

2.2 What to declare?

Each individual is responsible for the declaration of his interests. There are essentially two categories of interests applicable:

(a) Financial interests

Any financial interests related to the structure and the activities of the Clean Sky JU, including holding of stocks and shares, stock options, equity, bonds, partnership interests² in the capital of a company, one of its subsidiaries or a company in the capital of which it has a holding.

The holding of financial interests connected with a pension scheme previously contracted prior to the nomination as external expert or the appointment as JU staff and/or interests in non-nominal unit trusts or similar arrangements would not, in principle, have particular consequences providing the individual has no influence on financial management.

(b) Interests through work carried out related to the structure and activities of the Clean Sky JU

Any former employment or other working relations performed for or on behalf of companies/organizations³, any affiliations to organizations from the sector or performing activities related to the JU including:

² When declaring financial interests e.g. stocks and shares, only the kind, number and company name need to be stated.

³ Company name, position held and activities performed should be set out clearly and precisely.



- Participation in the internal decision-making of a company/organization which is Member or a Partner of Clean Sky JU (e.g. board membership, executive or non-executive directorship, other forms of decision-making power)
- Previous permanent or temporary member of the personnel of a company which is Member or Partner of Clean Sky JU. Other activities performed within the company/organization (e.g. academic grants etc.) are also subject to declaration
- Work contracted by companies through consultancy service contracts or otherwise

The above cases do not represent an exhaustive list

2.3 What are direct and indirect interests?

Interests can be of direct or indirect nature depending on their likely or potential impact on the individual's behaviour at a given point in time.

Direct interests: Interests of personal benefit to the individual at any point in time, likely to influence or give the appearance of influencing his behaviour (e.g. employment with a company, financial interests of a certain magnitude).

Indirect interests: Other interests that may have some influence over the individual's behavior and that may hamper the objectivity of the decisions and the unbiased way of acting of the Clean Sky JU actors and therefore have to be neutralised.

2.4 When to declare?

Initial declaration of absence of conflict of interest:

Upon appointment, the Clean Sky JU actors shall be required to fill out a declaration of interests form. The declaration needs to be signed by the Clean Sky JU actors latest upon start of the assignment to the JU and/or a specific project.

Spontaneous declaration of potential conflict of interest:

If at any time in the course of their duties a JU actor becomes aware of any potential conflict, he/she shall refrain from such actions and shall refer the matter to the Executive Director, who shall confirm in writing, whether a conflict of interest exists.

In case of JU staff, the actor in question shall also inform his or her immediate supervisor. External experts shall inform the coordinating project officer and the concerned topic manager.



Final declaration of confidentiality:

The JU staff is requested upon departure to sign a declaration on confidentiality and on keeping the ethical behavior for a certain period after departure, e.g. avoiding potential conflict of interest when engaging in lobbying and advocacy activity in a new position (see the JU internal note 53 procedure for staff leaving CSJU).

Compliance with EU data protection rules: the present code and the enclosed declaration forms have been subject to a notification by the JU to the EDPS as regards the aspects related to the processing of personal information to be reported in the declaration forms. The opinion of the EDPS dated 29th January 2014, registered by the JU on 5th February 2014⁴, has been taken into account in the final draft stage of the present document.

2.5 How will CSJU manage identified potential of conflict of interest?

Where a conflict of interest is reported by a Clean Sky JU actor, or is identified by any other means, the JU shall carry out an internal assessment involving the legal officer of the JU and other actors as appropriate. Based on the findings of the assessment, administrative measures shall be taken by the Executive Director.

In this respect, the JU shall provide for the procedural steps applicable for cases of conflicts of interest in the definition and spirit of this Code, which are (1) reported by the respective Clean Sky JU actors themselves or (2) detected otherwise.

In the case of the Executive Director facing a conflict of interest, he/she shall inform the Governing Board and, as a precautionary measure, suspend all activities related to the specific matter, from which the conflict may arise. The Governing Board shall take any further appropriate action.

3. Specific requirements for individual CSJU actors in different situation

3.1 The Executive Director

Basic standards of conduct

The Executive Director shall meet the highest standards in performing his/her duties in the public interest.

⁴ A(2014)ED140 (Case 2013-1269)



The Executive Director shall act impartially, avoiding any situation liable to give rise to potential conflicts of interest. Taking into account the public character of his function when acting under the tasks and roles laid down in Regulation 71/2008, he shall act in a way that maintains and promotes the public's trust in the JU as an EU body.

When questions arise, which are not explicitly covered by these rules, adherence to the generally accepted principles of probity shall determine the behavior of the Executive Director.

He shall in particular:

- Act in due diligence in the exercise of his tasks and perform his activities against background of relevant EU legislation and legal acts of the JU;
- act independently in the general interest of the Clean Sky JU and in the common interest of the sound management of the Clean Sky Programme and its objectives without allowing himself to be influenced by personal interests or relationships;
- Not engage in any practice, that may be detrimental to the reputation and public interests of the JU;
- Ensure, that under his role of authorizing officer, the JU operates within the limits of its statutory remit and rules
- when communicating on a matter on which the JU has taken a view, the Executive Director shall represent the views of the JU; when communicating on a matter that falls within the remit of the JU but on which the JU has not taken a view so far, he should give his own personal view, but should make clear that this does not necessarily represent the official view neither of the GB nor of the JU;
- undertake not to use to the advantage of his personal benefit any facts or information covered by the duty of professional secrecy and coming to his/her knowledge in the course of or in connection with the performance of his/her duties;
- neither apply for, nor receive or accept from any source any advantage, direct or indirect of high value (e.g. as a gift or in form of hospitality, entertainment, travel or other form of benefit of high value), which is connected to his role; where appropriate the Governing Board shall be consulted;
- refrain from involving him/herself or being involved in any activity that could result in a conflict of interests or is likely to provoke the perception of an existing conflict of interests by the general public;
- not exploit his/her position in order to influence in any way the JU staff, external experts, reviewers, consultants and any third parties participating at any title in the bodies of the JU;

The Executive Director is required, even after his duties have ceased, not to disclose information of the kind covered by the duty of professional secrecy

The above is without prejudice to the sharing of documents with other bodies of the JU in the discharge of his duties as Executive Director



Prevention, mitigation and management of conflict of interest

The Executive Director shall sign upon start of his function, as the other Clean Sky JU actors, a declaration⁵ on commitment to act independently and in the general interest of the JU, a declaration on interests and a commitment to inform the Governing Board immediately in case of any disqualifying or potential conflict of interest with any task he is assigned to perform. That declaration shall also include an agreement on confidentiality.

Such a declaration shall cover his tasks and role along his mandate and shall be kept by the JU. Any element contained in the above declaration and any subsequent declaration or communicated in other forms by the Executive Director shall be brought to the attention of the Governing Board.

In the case the Executive Director should become aware of a conflict or potential conflict of interest during the discussion in a Board meeting, he shall declare it immediately to the Chair of the Board.

Should the Board or the JU become aware “ex post” that a conflict of interest was not declared by the Executive Director, the Board shall decide on the appropriate measures to be taken based on an assessment of the JU after hearing the Executive Director.

The Executive Director shall be subject to the above principles and rules in addition to the rules and provisions laid down in the Staff Regulations of the EU which are applicable to him being part of the statutory staff of the JU.

3.2 Operational and Financial JU staff: Project Officers of the CSJU (including the Coordinating Project Officer) and the Financial Officers/Assistants (including the Head of Administration and Finance)]

With this Code, the above mentioned Operational and Financial JU staff commit to the following principles in addition to the rules and provisions laid down in the staff regulations of the EU, that are applicable to them being part of the statutory staff of the JU:

- The JU staff shall act independently and in the public interest, that guided the establishment of the Clean Sky JU as an EU body and its functioning, and shall observe the following principles of conduct: integrity, diligence, discretion, honesty and accountability.
- The JU staff shall act impartially, avoiding any situation liable to give rise to potential conflicts of interest. When questions arise, which are not explicitly covered by this Code, adherence to the generally accepted principles of probity shall determine the behavior of the CS staff.

⁵ Same declaration form applicable to JU staff and other JU actors – Annex I to (Draft) Decision of the Executive Director n. on the adoption of the Clean Sky Joint Undertaking Code of Conduct for the prevention and mitigation of conflicts of interest and other irregularities as well as for good administrative behavior



- The interests of the CS staff and those of persons belonging to the same household or family shall not take precedence over those of the CSJU.
- The JU staff shall in particular:
 - Act in due diligence in the exercise of their tasks and perform their activities against background of relevant EU legislation and legal acts of the JU;
 - Not engage in any practice, that may be detrimental to the reputation and public interests of the JU;
 - Undertake not to use to the advantage of their personal benefit any facts or information covered by the duty of professional secrecy and coming to their knowledge in the course of or in connection with the performance of their duties.
 - Neither apply for, nor receive, nor accept from any source any advantage, direct or indirect of high value (e.g. as a gift or in form of hospitality, entertainment, travel or other form of benefit of high value), which is connected to their role. Where appropriate the Executive Director shall be consulted.
 - Refrain from involving themselves or being involved in any activity that could result in a conflict of interest or is likely to provoke the perception of an existing conflict of interest by the general public.
 - Be committed not to exploit their position in order to influence in any way the staff of the JU and any external expert involved in evaluation, reviews of ITDs and projects, interim/final assessments of the JU.

Furthermore, the JU staff shall consider the possible public perception in all facets of their professional and private life in particular as regards any activities, which are pertinent to raise doubts related to even only potential conflicts of interest.

3.3 External experts for the evaluation of projects proposals in the framework of calls for proposals and who are engaged by the JU on the basis of the experts letter of appointment

With this Code, the evaluators commit to the following principles in addition to the provisions laid down in the service contract signed with the CSJU:

- All evaluators shall act as independent experts.
- They provide independent, impartial and objective advice to the JU.
- They shall represent neither their employer, nor their country or their affiliations.
- For reasons of clarity and transparency, the evaluators shall give comments and recommendations only in writing in the Evaluation Summary Reports.

Conflict of interest issues in relation to experts are addressed in the Call for Proposals Rules for Participation and Rules for Submission of Proposals and the related Evaluation, Selection



and Award procedures. The experts are required to sign, as a part of their contracts, a Declaration of absence of conflict of interest by which they accept this Code, see Annex 1

Appointment of experts

The original rules for evaluation were based on an evaluation panel of 4 experts, composed by two external (i.e. chosen by the JU among the available experts registered in the EU database) and two “internal” experts whose proposal for appointment came directly from the ITDs. The ITDs chose among the experts knowing the industrial context those, who could contribute to the selection of the best proposals for the topics at an appropriate level.

This approach evolved in the course of time in the light of the JU experience, resulting in a modification of the practice in order to avoid an undue influence of the “internal” experts on the evaluation. Current practice is that the evaluation panel must be composed of minimum 4 experts, with composition made of up to 2 internal ones and a minimum of two external experts.

For the appointment of evaluators, a dedicated letter format is used by the JU, based on the Commission model, which spells out specific conflict of interest (COI) conditions.

During the briefing of all experts, the experts are requested to sign the appointment letter, before starting any activity on the proposals, and to examine all proposals assigned to their panel, in order to verify the absence of any conflicts of interest.

The disqualifying COI conditions are the following:

- Involved directly or indirectly in the preparation of the proposal
- Stands to benefit directly
- Close family relationship with the applicant
- Director/trustee/partner of the applicant
- Employee or other working relationship with the applicant
- Member of Boards or advisory groups related to the applicant
- Any other situation that compromises impartiality

The potential COI are the following:

- Employed in the three previous years by an applicant of Clean Sky JU grants
- Involved in research activities or other forms of collaboration with the applicant in the three previous years
- Any other situation that may compromise impartiality



The above list shall not be considered as exhaustive.

If there is a disqualifying COI for a certain proposal (communicated by the evaluator through the form, or orally, or when detected “ex officio” by the JU), the JU internal procedure in such a case envisages, that the Call Coordinator shall notify the expert, that he/she shall no longer evaluate the proposals of that topic in any stage of the evaluation, neither in the consensus group nor in the final panel. The expert must immediately be replaced in the original panel, while being considered for other panels.

For experts with a potential COI, the JU internal procedure foresees, that the Call Coordinator applies a case-by-case approach in order to find out, whether an effective COI may occur and to which extent it may influence the transparency, correctness and impartiality of the evaluation. In case such an assessment would come to the conclusion, that the objectivity of the evaluation would be hampered, the Call Coordinator shall notify an exclusion decision to the expert.

In the situations described above the Call Coordinator, while informing the Executive Director on a day by day basis on the progress of the evaluation activities, shall act on the basis of the delegation act by which the Executive Director delegates the supervision of the evaluation process.

All decisions related to experts assignment and COI, are also made available to the External Observer of the Call.

Experts shall dedicate all required time needed for the evaluation sessions at the indicated premises and assume a proper and diligent behavior. In case an expert should not comply with such rules and have an inappropriate behavior risking hampering the well running of the evaluation, the call coordinator reserves the right to remove immediately the expert from his duty and to cancel the evaluation.

3.4 Service providers who operate on the basis of service contracts signed with the JU following a procurement procedure and who provide external technical support to the JU

Service providers may be hired by the JU within the framework of a procurement contract and may provide their external service in a remote way or by acting, to some extent, in the premises of the JU, this depending on the type of service (IT support, project management external support, administrative support, communication support) ⁶.

In order to avoid any conflict between the JU’s and their companies’ interests, service contract providers shall:

⁶ Articles 75 and 79 of the Financial rules of the Clean Sky JU.



- rigorously comply with strict rules related to the access to information and confidentiality
- have access to the JU's documents and shared drives restricted, when deemed appropriate, to their "need to know"
- They shall not take over management positions or other positions, where the use of any discretionary decision-making power is possible. Therefore, they shall not take any decision related to budget and management of grants and contracts.
- They shall not cover a position and execute duties (technical work, grants management, financial issues etc.), that would put them in a direct situation of conflict with their employer (the Member),
- The provider shall be placed under the exclusive management and direct supervision of a JU statutory staff member.
- The scope of the services to be provided shall be indicated by the JU in a way as to avoid any conflict of interest with the activities of the company that puts the provider at disposal of the JU.
- The provider shall be requested in the framework of the procurement procedure, to fill-in the declaration on the absence of conflict of interest, and shall be requested to indicate any situation that may pose a direct or indirect conflict or potential conflict.
- The non-fulfilment of this duty to declare shall be treated according to the procurement rules as an exclusion criterion from the procedure. The content of the declaration and its impact on the services to be provided shall be duly assessed by the JU in the framework of the evaluation process of the tender. The JU shall consider whether the declaration may lead to:
 - 1) award of the contract;
 - 2) non-award of the tender for serious conflicts of interest, that may hamper the correct and transparent provision of the service. Such a decision shall be duly motivated by the JU;or
 - 3) award of the tender subject to specific commitments and operational safeguards to be taken by the JU, that shall be indicated in the service contract.

In case of award of the contract, in addition to the standard clauses on confidentiality and declaration of interest laid down in the model contracts signed with the JU, the provider shall sign an additional declaration on non-conflict of interest (applicable to the Clean Sky JU actors – Annex II), in which he/she commits to comply with the related rules under this Code.

The services shall not entail any involvement of the contractor in any exercising of discretionary powers/decision making on behalf of or instead of the statutory members of staff of the JU, be they operational, legal or financially related to grant management, payments, recoveries etc. Resources will be placed under the supervision of a statutory member of the JU staff and will have limited access to internal documents and meetings.



3.5 Staff members of the JU's private Members delivering services to the JU and operating on the basis of service contracts signed with the JU in accordance with Article 75.5 of the JU Financial Rules

Pursuant to Article 75.5 of the JU Financial Rules a service contract may be concluded between the Clean Sky JU (the contracting authority) and a Member (the contractor) for the provision of technical services like external support in project management, programme assistance, IT support etc. The JU can make recourse to a special procurement procedure restricted to Members on the basis of Article 75.5 and in accordance with the procedure laid down in the Executive Director Decision n° 49 of 8 May 2012.

The cooperation on technical activities with Members based on a service contract shall bring added value to the JU and to the whole Programme thanks to the expertise and experience of its Members. However, since the provision of services by the Members, such as external support on the daily operations of the JU (programme management and accessory tasks), may be seen from the external as having an impact in terms of potential conflict of interest, the above listed requirements applicable to service providers shall apply also to the Members and in a more stringent way.

In addition to above, any human resources assigned by the Member to the provision of the services shall not be assigned to perform activities related to its Member organization (programme and contracts management and related administrative, legal and financial tasks) in order to prevent any potential conflict.

The service provider may be entitled to work in a remote way or in the JU premises. In the case of work performed at the JU premises, logistics and IT security measures (limited access to info and shared drive) shall be taken by the JU in order to avoid any potential conflict.

The JU management shall monitor the compliance of the above requirements and report to the Executive Director any case that may be discussed or any appropriate measure that shall be taken.

In addition to the standard clauses on confidentiality and declaration of interest laid down in the model contracts signed with the JU, the provider shall sign an additional declaration on non-conflict of interest (applicable to the Clean Sky JU actors – Annex II), in which he/she commits to comply with the related rules under this Code.

In addition, some operational safeguards will be taken as appropriate in order to monitor their work, prevent and avoid any conflict of interest or leak of confidential information and be able to mitigate any case or potential case of conflict by taking the appropriate measures.



4. Other specific requirements for actors in the CS processes

4.1 ITDs Topic managers

In case a topic Manager of an ITD is proposed by an ITD as an evaluator or as a replacement of an evaluator, this may be accepted only in extraordinary cases by the call coordinator and only if the topic is related to another ITD. This limitation is due to the high likelihood of COI of the Topic Manager with the proposals/applicants.

Confidentiality rules and the commitment to act in the prevailing interest of the Clean Sky Programme shall be observed by Topic Managers at all times during:

- the stage of the definition of the Topic(s) within the ITD Steering Committee;
- the advice given in the definition of the Call for proposal (topic description);
- the answers given to the questions tabled by the applicants, received through the Call Info Box and managed by the JU, approved and published by the JU.
- Any direct contact between applicants and Topic Manager shall be avoided without the JU prior authorization and shall be reported to the JU.
- Contacts organised by the JU (e.g. through dedicated info meetings on critical topics such as webinars) shall be authorized and supervised by the JU and the outcome shall be published on the CS website;
- the negotiation stage of the proposals invited for negotiation by the JU until her/his signature of the negotiation report
- the implementation phase of the project

The participation of the Topic Manager to the consensus meetings is defined in the Rules of Evaluation and reminded also during the briefing of the JU; the Panel Moderators and the Call Coordinator may ask the Topic Manager to limit presence in consensus only at briefings. The following describes the main principles to be followed in the appointment stage of the Topic Manager and its role in the framework of the evaluation:

At appointment stage:

- The Topic Manager signs an appointment letter, including a declaration of confidentiality and absence of conflict of interest before beginning his work. Confidentiality rules must be adhered to at all times, during the drafting of the Topic(s) and the Call Text, before, during and after the evaluation.
- If there is relationship between the Topic Manager and any of the experts, the Topic Manager may be asked to leave the discussion to avoid any influence
- Prepare the detailed specification of the Topic
- Propose Internal ITD experts



At evaluation stage: :

- To sit as a member of the eligibility committee
- To brief the experts on the technical goals of the call and the technical context against which the proposals have to be evaluated
- To assist on any query by experts, through the moderator
- To provide additional technical information when appropriate

At consensus meetings stage:

- The consensus discussion is moderated by the CSJU Staff member (the Moderator) assisted by the Topic Manager.
- The role of the Moderator is to seek to reach a consensus between the individual views of experts without any prejudice for or against particular proposals or the organisations involved, and to ensure a confidential, fair and equitable evaluation of each proposal according to the required evaluation criteria.
- The Topic Manager may provide additional technical information when appropriate.

After evaluation, at negotiation stage:

- To assist in the negotiation with the JU and the coordinator
- To publish a Consortium Agreement at the launch of the call), or propose and negotiate an implementation agreement

When there is a link direct or indirect working relationship between the Topic manager, his employment entity and any of the evaluation experts and his employment entity, the Topic manager shall be asked to leave the discussion to avoid any influence.

4.2 CSJU Members participating in the calls for proposals

The JU Rules for participation in Call for proposals set out the following provisions under article 2.2:

1. *“A CSJU Member or any of its affiliated entities cannot participate in a Call for Proposals from its ITD but can participate in a Call for Proposals from another ITD, provided the Member or the affiliated entity was not involved in the writing of the Call for Proposals specification.”*



The interdiction to participate in a call related to the same ITD covers both their potential participation as beneficiary of the grant agreement and its participation as subcontractor. Any recourse to subcontract or other services contracts shall not be used to avoid the rule and any of these costs shall be however reported to the JU.

Definition of affiliate

Pursuant to article 2.2 of the rules for participation, “affiliate” means a legal entity that is under the direct or indirect control of the Member, or under the same direct or indirect control as the Member, or is directly or indirectly controlling the Member, control taking any of the following forms:

- (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
- (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

The provision in the Rules for Participation: 'Affiliated entities of an ITD Member cannot participate in a Call for Proposals from its ITD' shall apply also to those 'affiliates' according to the definition, also when not listed in Annex II of the Statutes and also when they are not contractual party of the GAM as beneficiary or as third party under the special clause 1 of GAM. It shall also apply to those affiliates that are also Associates in the CSJU, but participating in an ITD different from the one of the related call.

2. *“A Partner (i.e. an entity that has already signed a Partner Grant Agreement with the CSJU after having answered successfully a Call for Proposals) can apply to a Call for Proposals of the ITD it already participates in, provided it, or any of its Affiliated entities (as defined above) was not involved in the writing of the Call for Proposals specification. A Partner can also participate in the Call for Proposals of another ITD.”*

The pre-check and verification of the compliance with the above rules shall be under the responsibility of the applicant before the submission of any proposal as stated in the text of the CSJU calls for proposal.

The Members shall avoid any conflict of interest between their company and their affiliates and the companies participating in the call for proposals.

This includes:

- avoiding any member of the management to cover different roles in the company or affiliates and other companies, which are applying to the calls for proposals;



- for employees directly involved in the JU activities, who are providing advice on the topics and the preparation of the calls for proposals, using employment contracts, which shall contain specific provisions on non-disclosure of confidential information and on not allowing participation/holding shares/executing management roles with other companies having competing economic interests in the ITD and its related CfP.

When these contractual obligations are disregarded, the member shall take appropriate measure and inform the JU of the potential impact on the JU activities in terms of breach of confidentiality rules, provision of confidential information in the context of a CfP and other issues.

Internal procedure and enforcement of the rules

Any case of alleged conflict of interest or other irregularity shall be reported to the JU, which in the case of a CfP, shall conduct an investigation in cooperation with the Member concerned and may annul the topic and/or terminate any grant agreement and recover the JU funds in order to protect the EU financial interests.

The JU shall take all appropriate steps to ensure that these measures for fraud prevention are implemented.

Sanctions are to be defined and applied, if a concealed, disqualifying or potential conflict of interest or any other irregularity is discovered. These sanctions may include exclusion from the CfP process and financial penalties.

The CSJU shall exercise its duties of control during the negotiation and grant agreement preparation phase and:

- may carry out ex post controls
- terminate the participation of a beneficiary
- decide to terminate a grant agreement, when it obtains information, that the beneficiary was an affiliated company to a Member of the same ITD
- cancel a topic when the beneficiary had been involved in the preparation and/or definition of this topic and had access to information and contacts/meeting that would have granted him an unjustified advantage in breach of the principle of equal treatment, equal access to information and non-discrimination of project proposals.

The notion of “affiliated” company shall be interpreted in the sense described above.

The JU shall define the measures applicable for alleged cases of fraud in a separate Decision, including a dedicated procedure for reporting irregularities (whistle blowing).



4.3 Companies providing consultancy work within an ITD

The notion shall be applied also to other cases of companies that, although not being affiliates or being under the direct or indirect control of a Members, participate in an ITD consortium under a subcontracting or consulting contract and are involved in the management support or the administration of the ITD. This could be the case of a consulting company in charge of the administrative or financial aspects of an ITD that although not holding the status of beneficiary or third party to the ITD are involved in the work of the ITD and participate to meetings like the Steering committees etc. Such a situation of direct involvement in the work of an ITD is likely to pose a COI, in case such a company may be requested by a stakeholder to provide consulting services for the preparation of a proposal or to participate as a beneficiary in a consortium related to a CfP of the same ITD.

Such cases shall be discussed with the ITD coordinator, who shall make sure that a non-disclosure agreement (NDA) is signed with the company providing consulting services related to the work of the ITD. The NDA shall preferably contain a specific clause limiting the economic activity of the consulting company as regards calls for proposals related to the same ITD (as consultant to applicants for the writing of the proposal and/or as member of an applicant consortium).

Any disputable or unclear case shall be brought to the attention of the ITD Member, who shall be the responsible entity and shall take appropriate measure to avoid any conflict of interest on the basis of the present code. The case and the solution envisaged by the ITD Member shall be reported to the JU and shall be assessed on a case by case basis. However, the participation of such a company in a call for proposal related to another ITD shall not be precluded thus applying by analogy the same rules for entities affiliated to Members.



Part II - Clean Sky JU Guidance on Confidentiality and Discretion

1. Duty of confidentiality

The Clean Sky JU recognises that its statutory staff and external service providers have access to confidential information.

Article 13 of Council Regulation (EC) No 71/2008 sets out a duty of confidentiality:

“(...) The Clean Sky Joint Undertaking shall ensure the protection of sensitive information, disclosure of which could damage the interests of its Members or of participants in the activities of the Clean Sky Joint Undertaking.”

The Regulations and Rules applicable to officials and other servants of the European Communities / European Union (Staff Regulations) binds statutory staff members to a general duty of confidentiality and a duty to exercise the greatest discretion even after leaving the service of the Clean Sky JU. The attention of new members of statutory staff is drawn to the provisions contained in the Staff Regulations. They acknowledge in writing that they have read and understood the relevant articles on confidentiality and disciplinary measures in the Staff Regulations.

The “Clean Sky JU actors” in the meaning of article 2 of the present Decision are all required to sign a confidentiality declaration upon start of their assignment.

2. Specific requirements for evaluators

External experts appointed by the JU for the evaluation of proposals are not allowed to discuss the content of proposals, or the evaluation results, with anyone. They can only do so with their fellow experts who are evaluating the same proposal, in a consensus group or a final panel.

Evaluators must not disclose the names of their fellow experts. Those names are annually published by the JU, but only as a group. There is no link between expert and proposal. Evaluators are not allowed to take any document from the evaluation premises.



3. Continuing duty of confidentiality

Staff members are required to behave with integrity and discretion also after leaving the JU. In line with the EU Staff Regulations, the Clean Sky JU is entitled to impose severe confidentiality restrictions.

Staff members leaving the JU are free to use the skills acquired in the course of their employment at the Clean Sky JU so long as such use does not interfere with their obligation of maintaining confidentiality after the end of their work relationship with the JU to be agreed under the terms of a confidentiality agreement/form to be signed by the staff member upon termination of his/her service.

This is in particular intended to prevent breaches of confidentiality after termination of the assignment of the Staff member that may be detrimental to the interests of the Programme and its Members.



Part III - Code of good administrative behavior

In addition to the provisions of the code for the prevention and mitigation of conflict of interest, the CSJU statutory staff shall be subject to the following duties in the exercise of their functions.

1. Legitimate expectations and consistency

The JU staff members shall be consistent in their own administrative behavior as well as with the administrative action of the JU. They shall follow the JU's normal administrative practices, unless there are legitimate grounds for departing from those practices in an individual case; in such cases, deviations will be properly authorized and documented.

2. Fairness

They shall act fairly and reasonably.

3. Courtesy

The JU staff member shall be service-minded, correct, courteous and accessible in relations with the public. When answering correspondence, telephone calls and e-mails, the JU staff member shall try as much as possible to be helpful and to reply to the questions which are asked. If the staff member is not responsible for the matter concerned, he shall direct the citizen to the appropriate staff member of the JU. If an error occurs which negatively affects the rights or interests of a member of the public, the staff member shall apologise for it.

4. Reply to letters in the language of the citizen

The JU staff member shall ensure that every citizen of the Union or any member of the public who writes to the JU in one of the official languages of the EU receives an answer in the same language when requested.

5. Acknowledgement of receipt and indication of the competent staff member

Every letter or complaint to the JU shall receive an acknowledgement of receipt within a period of two weeks, except if a substantive reply can be sent within that period. The reply or acknowledgement of receipt shall indicate the name and the telephone number of the staff member who is dealing with the matter, as well as the service to which he or she belongs. No acknowledgement of receipt and no reply need be sent in cases where letters are abusive because of their excessive number or because of their repetitive or pointless character.



6. Obligation to transfer to the competent service of the JU

If a letter or a complaint to the JU is addressed or transmitted to a sector which has no competence to deal with it, its services shall ensure that the file is transferred without delay to the competent service of the JU.

The service which originally received the letter or complaint shall notify the author of this transfer and shall indicate the name and the telephone number of the staff member to whom the file has been passed.

7. Reasonable time-limit for taking decisions

The JU staff member shall ensure that a decision on every request or complaint to the JU is taken within a reasonable time limit, without delay and no later than one month from the date of receipt unless the case is of a particular complexity. The same rule shall apply to answering letters from members of the public.

If a request or a complaint to the JU cannot, because of the complexity of the matters which it raises, be decided upon within the above-mentioned time-limit, the staff member shall inform the author thereof as soon as possible. In that case, a definitive decision should be notified to the author in the shortest time.

8. Duty to state the grounds of decisions

Every decision of the JU which may adversely affect the rights or interests of a private person or a stakeholder shall state the grounds on which it is based by indicating clearly the relevant facts and the legal basis of the decision.

The staff member shall avoid making decisions which are based on brief or vague grounds or which do not contain an adequate motivation. If it is not possible, because of the large number of persons concerned by similar decisions, to communicate in detail the grounds of the decision and where standard replies are therefore made, the staff member shall guarantee that he subsequently provides the citizen who expressly requests it with an individual reasoning.

9. Indication of the possibilities of appeal

A decision of the JU which may adversely affect the rights or interests of a private person or stakeholder shall contain an indication of the appeal possibilities available for challenging the decision. It shall in particular indicate the nature of the remedies, the bodies before which they can be exercised, as well as the time limits for exercising them.



10. *Notification of the decision*

The JU staff member shall ensure that decisions which affect the rights or interests of individual persons or stakeholder are notified in writing, as soon as the decision has been taken, to the person or persons concerned.

The staff member shall abstain from communicating the decision to other sources until the persons or persons concerned have been informed.

11. *Internal Control Standards*

They JU staff shall act in particular according to the JU procedures as laid down in the JU's quality system and in compliance with the Internal Control Standards for effective management. Any exception to the rule shall be duly motivated and shall be agreed beforehand by the superior and documented in an exception note.

12. *Data protection*

The JU staff member who deals with personal data shall respect the principles laid down in Regulation (EC) No 45/2001 on the processing of personal data by EU Institutions and Bodies and the implementing decisions taken by the Executive Director.

The staff member shall in particular avoid processing personal data for non-legitimate purposes or the transmission of such data to non-authorized persons. The staff member shall always seek the advice and duly inform the Data Protection Officer of the JU before processing any data who shall report when needed to the JU Data Controller.

13. *Requests for information*

The JU staff member shall, when he/she has responsibility for the matter concerned, provide members of the public with the information requested. The staff member shall take care that the information communicated is clear and understandable.

If an oral request for information is too complicated or too comprehensive to be dealt with, the staff member shall advise the person concerned to formulate his demand in writing.

If, because of its confidentiality, a staff member may not disclose the information requested, he or she shall, in accordance with Article 16 of this Code, indicate to the person concerned the reasons why he/she cannot communicate the information.



Further to requests for information on matters for which he/she has no responsibility, the staff member shall direct the requester to the competent person and indicate his/her name and telephone number.

Further to requests for information concerning another European Union institution or body, the staff member shall direct the requester to that institution or body the person seeking information to the unit or sector responsible for providing information to the public.

14. Requests for public access to documents

Further to an official request for access to documents of the JU, the staff member shall treat the request in accordance with the Regulation EC No 1049/2001 and the JU implementing rules (Clean Sky Governing Board decision n° on access to documents). Duty of confidentiality under article 13 of Regulation 71/2008 shall be adequately taken into consideration when assessing such requests.

If the staff member cannot comply with an oral request for access to documents, the citizen shall be advised to formulate it in writing.

15. Keeping of adequate records

The JU staff shall keep, when appropriate, adequate records of their incoming and outgoing mail, of the documents received or sent, and of the measures they take. The JU staff shall store all official correspondence and documents in the share drive in line with the JU rules and guidance and training on the storage of documents in the common share drive. The storage is strictly required in order to ensure evidences of actions taken, work carried out and to ensure continuity at JU level.



DECLARATION OF INTERESTS ¹

Name and Surname:

.....

Position:

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1. Direct interests (e.g. personal benefits arising from employment, contracted work or other forms of working relations, directorships, board membership, fees etc.):

.....

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2. Indirect interests

2.1. Financial benefits (e.g. grants from an institution, any financial interests, investment ² in the capital of a company and any other benefit from a company/organization with an interest in the activities of the Clean Sky JU)

2.2. Benefits deriving from the professional activities of members of your family/household JU (e.g. spouse or partner and dependent children living in the same household) when related to the structure and activities of the Clean Sky

2.3. Interests arising from any membership role or affiliation that you have in organisations/bodies/clubs with an interest in the work of the Clean Sky Joint Undertaking:

.....

.....

¹ To be signed by the JU staff and the “Clean Sky JU actors” upon start of their work/assignment to the JU - see definition under article 3 of the “Clean Sky JU code of conduct for the prevention and mitigation of conflict of interest and good administrative behaviour”

² The person signing this declaration shall inform the HR of any changes occurring (sales of shares, purchase etc. For sales, only those in the past five years).

3. Any other direct or indirect interests or facts that the undersigned considers pertinent and which you consider should be made known to the JU in the light of its structure, activities, members, partners and contractors of the JU:

.....
.....

I....., do hereby declare on my honour that, to the best of my knowledge, I have no direct or indirect conflict or potential conflict of interest related to the performance of my job and functions at the Clean Sky JU except for those listed above.

I....., do hereby declare on my honour that the information provided above is true and complete.

I....., do hereby declare on my honour to have taken note the rules and guidance laid down in the “Clean Sky JU code of conduct for the prevention and mitigation of conflict of interest and good administrative behaviour”, I’m aware that they’re applicable to my functions and tasks in the JU. I commit to comply with those rules in the exercise of my functions and to act in my functions in the general interest of the Clean Sky JU.

I....., further commit to declare in due time in writing to the JU any additional interest and/or any situation that might raise concerns or doubts with respect to conflict of interest, objectivity and impartiality in the exercise of my functions or otherwise affect my position/ability to perform my work.

I’m aware that personal data will be processed by the JU in compliance with Regulation (EC) N°45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. This applies in particular to the confidentiality and security of such data (Official Journal of the European Communities L8 of 12 January 2001). Privacy statement is enclosed.

Signature.....

Date.....



PRIVACY STATEMENT FOR PROCEDURES RELATING TO PROCESSING OF PERSONAL DATA IN THE CONTEXT OF THE DECLARATION OF INTEREST APPLICABLE TO JU STAFF (ED Decision n° ())

This privacy statement provides information relating to the processing of personal data of the Statutory Staff of the JU and the other JU actors¹ carried out by the Clean Sky JU when managing data related to the declaration on interest performed in compliance with the Decision of the Executive Director n° (). The processing of personal data of data subjects by Clean Sky JU is regulated by Regulation (EC) No 45/2001 on the protection of personal data by the European Union's institutions and bodies.

The JU will ensure that candidates' personal data are processed as required by Regulation (EC) N°45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. This applies in particular to the confidentiality and security of such data (Official Journal of the European Communities L8 of 12 January 2001).

What is the purpose of the personal data collection

The purpose of the collection of data is to evaluate certain personal information related to any conflict or potential of interest of the staff of the JU and other JU actors as in the performance of their work at the JU.

Who is the controller of the data collection?

The Executive Director of the Clean Sky JU

What is the legal basis of the processing?

Article 22 of the Statutes of the Clean Sky Joint Undertaking
Decision of the Executive Director n° ()
Article 11a of EU Staff Regulations, Article 11 and 81 of CEOS

Which personal data are collected?

The personal data collected are:

- a. Basic personal data: name, surname, position held and contact details.
- b. Other data processed: personal data related to any declared interest in the framework of the conflict of interest framework of the JU. Also financial information and information also related to family members may also be processed.

¹ See definition in the Decision of the Executive Director n° ()

Those data shall be requested for a time period not exceeding three years prior to the employment by the JU.

How is Clean Sky JU processing the personal data?

The data collected is processed either manually or electronically.

When processing manually, the documents are stored and locked by the authorized staff (until destruction).

When processing electronically, the data is stored in Clean Sky IT infrastructure. Access to the IT infrastructure is protected by access rights granted to authorized staff.

Right of access

Data subjects are entitled to access their data by sending an email to the data protection officer (eric.dautriat@cleansky.eu).

Right of rectification

Data subjects may ask for erase and rectify data. Clean Sky response is within five working days upon justified requests. The data is immediately blocked for verifying purposes. Data subjects are informed the approval or rejection of their requests.

Data subjects can request rectification of their data by sending an email to the data protection officer (eric.dautriat@cleansky.eu).

Who has access to the personal data?

Clean Sky authorized staff (HR, Legal Officer and Internal Auditor).

Authorized staff from external bodies: Court of Auditors, European Court of Justice, Internal Audit Service of the Commission, may also access to relevant personal data for audit control.

What happens if requested data is not provided?

In case data subjects fail to provide certain information related to these matters to the controller he/she may be excluded from a right or benefit in line with the related procedure (invitation to tender for procurements, calls for proposals for grants and appointment letter for experts).

For how long are data retained?

The data are stored for the period necessary for the purposes for which it was collected, including for control or audit (i.e. the time of employment plus five years).

Who should be contacted in case of queries or complaints?

The data protection officer of the CSJU JU: bruno.mastantuono@cleansky.eu

The CSJU HR team: mariella.piersantini@cleansky.eu

The European Data Protection Supervisor: edps@edps.europa.eu



Annex II

CONFIDENTIALITY DECLARATION

Name and Surname:

.....

Position:

.....

In view of the following definitions:

“Clean Sky JU Activities” encompass any meeting (including meeting preparation and follow-up), associated discussion or any other activity of the Clean Sky JU.

“Confidential Information” means all technical or administrative information, facts, data and any other matters of which I may acquire knowledge, either directly or indirectly, as a result of the performance of my functions at the Clean Sky JU.

“Confidential Documents” mean all drafts, preparatory information, documents and any other material in whatever form, together with any information contained therein, to which I may have access, either directly or indirectly, as a result of my participation in Clean Sky JU activities. Furthermore, any records or notes made by me relating to confidential information or confidential documents shall be treated as confidential.

I understand that in the performance of my duties and functions at the Clean Sky JU I may be involved in internal meetings and may have access to internal information and data and hereby undertake:

1. To treat all internal information and documents (electronic or paper) under conditions of strict confidentiality unless the character of the information/document has been considered by the JU as public and to consult the JU in case of doubt.
2. Not to disclose (or authorize any other person to disclose) in any way to any third party any confidential information or document without the prior consent of the JU.
3. Not to use (or authorize any other person to use) any confidential information or document other than for the purposes of performing my work at the Clean Sky JU.



4. Not to use the knowledge or any internal information/document for personal interest even after termination of my functions/services.
5. To be held personally responsible for maintaining the confidentiality of any documents or electronic files used during and after termination of my functions/services.
6. to return at the end of my assignment to the Clean Sky JU all documentation that would generally be in my possession and that is in any way related to the activity of the Joint Undertaking. I shall also respect the confidential nature of the opinions expressed by other members during discussions in meetings or provided in written form.

This declaration shall not be limited in time, but shall not apply to any document or information that I can reasonably prove was known to me before the date of this declaration or which becomes public knowledge otherwise than as a result of a breach of any of the above declarations.

Date and signature: