

CODE OF CONDUCT FOR AN EXPERT ASSISTING INNOSTARS

1. DELIVERY OF TASKS

- A.** The Expert works independently, in a personal capacity and not on behalf of any organisation.
- B.** The Expert shall:
 - a) carry out his/her work in a confidential and fair way
 - b) assist Innostars the best of their abilities, professional skills, knowledge and applying the highest ethical and moral standards
 - c) follow any instructions and time-schedules given by Innostars and deliver consistently high quality work.
- C.** The Expert may not delegate another person to carry out the work or be replaced by any other person.

2. OBLIGATIONS OF IMPARTIALITY

- A.** The Expert shall perform his/her work impartially. To this end, the Expert is required to:
 - a) inform Innostars of any conflicts of interest arising in the course of their work
 - b) confirm there is no conflict of interest for the work s/he is carrying out by signing a declaration form.
- B.** Definition of the conflict of interest: a conflict of interest exists if an Expert:
 - a) has any vested interests in relation to the questions upon which s/he is asked to give advice
 - b) their organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
 - c) was involved in the preparation of the proposal
 - d) stands to benefit directly or indirectly if the proposal is accepted
 - e) has a close family or personal relationship with any person representing an applicant legal entity
 - f) is a director, trustee or partner or is in any way involved in the management of an applicant legal entity
 - g) is employed or contracted by one of the applicants' legal entities or any named subcontractors
 - h) is in any other situation that compromises their ability to carry out their work impartially.
- C.** In the following situations, Innostars will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks. When an Expert:
 - a) was employed by one of the applicant legal entities in the last three years
 - b) is involved in a contract or grant agreement, grant decision or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant legal entity or the fellow researcher, or had been so in the last three years

- c) is in any other situation that could cast doubt on their ability to participate in the evaluation of the proposal impartially, or that could reasonably appear to do so in the eyes of an external third party.

D. Consequences of a situation of conflict of interest:

- a) If a conflict of interest is reported by the Expert or established by Innostars, the Expert must not carry out the work
- b) If a conflict becomes apparent in the course of his/her work, the Expert must inform immediately Innostars. If a conflict is confirmed, the Expert must stop carrying out their work. If necessary, the Expert will be replaced.

- E.** If it is revealed in the course of their work that an Expert has knowingly concealed a conflict of interest, the Expert will be immediately excluded, and sanctions will apply. Any work already carried out by the Expert will be declared null.

3. OBLIGATIONS OF CONFIDENTIALITY

- A.** Innostars and the Expert shall treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the delivery of the tasks.

- B.** The Expert undertakes to observe strict confidentiality in relation to their work. To this end, the Expert shall not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling their obligations without prior written approval of Innostars.

C. In particular, the Expert:

- a) shall not discuss his/her work with others, including other experts or Innostars's staff not directly involved in their work
- b) shall not disclose:
 - any detail of his/her work and its outcomes for any purpose other than fulfilling his/her obligations without prior written approval of Innostars
 - his/her advice to Innostars on their work to any other person (including colleagues, students, etc.)

- D.** If material/documents/reports/deliverables are made available either on paper or electronically to the Expert who then works from their own or other suitable premises, he/she will be held personally responsible for maintaining the confidentiality of any documents or electronic files sent and for returning, erasing or destroying all confidential documents or files upon completing their work as instructed.

- E.** If the Expert seeks further information (for example through the internet, specialised databases, etc.) to complete their work, he/she:

- a) shall respect the overall rules for confidentiality for obtaining such information
- b) shall not contact third parties without prior written approval of Innostars.

- F.** These confidentiality obligations are binding on Innostars and the Expert during the delivery of the tasks and for five years starting from the date of the last payment made to the Expert unless:
- a) Innostars agrees to release the Expert from the confidentiality obligations earlier
 - b) the confidential information becomes public through other channels
 - c) disclosure of the confidential information is required by law.

4. DECLARATIONS

In line with my application to InnoStars' Expert pool I hereby declare that:

- I submit this application
- I am not subject to bankruptcy, winding up, court-ordered administration, arrangement with creditors, suspension of business activities or similar procedures
- I am not in breach of social security or tax obligations
- I am not guilty of grave professional misconduct (Professional misconduct includes: violation of ethical standards of the profession, wrongful conduct with impact on professional credibility, false declarations/misrepresentation of information, participation in a cartel or other agreement distorting competition, violation of IPR, attempting to influence decision-making processes or obtain confidential information from public authorities to gain advantage)
- I have not committed fraud, corruption, have no links to a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- I have not shown significant deficiencies in complying with main obligations under an EU procurement contract, grant agreement, prize, expert contract, or similar
- I am not guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95 on the protection of the European Communities financial interests
- I have not created an entity under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin

Date and place:

Signature