



## ANNEX VI

### Undertaking of Confidentiality and Non-Disclosure Agreement for the Expert

Following the award by Cedefop to ..... (hereinafter called 'the expert') of the **Specific Contract No** ..... (hereinafter called 'contract')

and for the implementation of this contract, Cedefop will provide to **the expert** access to internal information and personal data which includes but is not limited to: .....

Without prejudice to the relevant provisions of the above-mentioned Framework Service Contract, in particular **Article II.8** and, if applicable **II.9.2**, **the expert** reiterates its commitment to treat in the strictest confidence and not make use of or disclose to third parties any information and/or documents which are linked to the performance of the tasks undertaken in the context of the aforementioned contract without the prior written authorisation by Cedefop. The non-disclosure of all matters related to the aforementioned contract includes also information and/or documents obtained prior to the date of signature of this undertaking. **The expert** shall continue to be bound by this undertaking after completion of the tasks in subject assigned by Cedefop.

**The expert** shall ensure that she will respect the confidentiality of any information which is linked, directly or indirectly, to the tasks related to the aforementioned contract, she will comply, where necessary, with *Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data*<sup>1</sup>, and will not disclose to third parties or use for her own benefit or that of any third party any information and/or document not available publicly, even after completion of the tasks.

Should **the expert** breach this undertaking of confidentiality and non-disclosure agreement, **she** shall be liable for any damages caused to Cedefop according to the provisions foreseen by the relevant legislation in force.

The expert confirms that s/he has read, understood and accepted the Code of Conduct for Experts attached to this Undertaking and established in Annex **xx** to the present contract.

Signed by **the expert**: .....

Signature

Date of signature

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<sup>1</sup> The provisions of this regulation are aligned with those of the EU GDPR - [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data



## Code of conduct for Experts

### ARTICLE 1 - PERFORMING THE WORK

1. The expert must work independently, in a personal capacity and not on behalf of any organisation.
2. The expert must:
  - (a) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards
  - (b) follow the instructions and time-schedules given by Cedefop and deliver consistently high quality work.
3. The expert may not delegate the work to another person or be replaced by another person.

### ARTICLE 2 - OBLIGATIONS OF IMPARTIALITY

1. The expert must perform his/her work **impartially**. To this end, the expert is required to:
  - (a) inform Cedefop of any conflicts of interest arising in the course of its work
  - (b) confirm there is no conflict of interest for the work s/he is carrying out by signing the declaration to which this Code is attached.
2. **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) or its organisation stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the work carried out
  - (c) is in any other situation that compromises its ability to carry out its work impartially.

Cedefop will decide whether a conflict of interest exists, taking account of the objective circumstances, available information and related risks when an expert is in any other situation that could cast doubt on its ability to carry out its work, or that could reasonably appear to do so in the eyes of an external third party.
3. **Consequences of a situation of conflict of interest:**
  - (a) If a conflict of interest is reported by the expert or established by Cedefop, the expert must not carry out the work;
  - (b) If a conflict becomes apparent in the course of its work, the expert must inform immediately Cedefop. If a conflict is confirmed, the expert must stop carrying out its work. If necessary, the expert will be replaced.

### ARTICLE 3 - OBLIGATIONS OF CONFIDENTIALITY

1. Cedefop and the expert must treat confidentially any information and documents, in any form (i.e. paper or electronic), disclosed in writing or orally in relation to the performance of the Contract.
2. The expert undertakes to observe strict **confidentiality** in relation to its work.  
To this end, the expert must not use or disclose, directly or indirectly confidential information or documents for any purpose other than fulfilling its obligations under the Contract without prior written approval of Cedefop.

In particular, the expert:

- i. must not discuss its work with others, including other experts or Cedefop staff not directly involved in its work
- ii. must not disclose:
  - any detail of its work and its outcomes for any purpose other than fulfilling its obligations under the Contract without prior written approval of Cedefop
  - its advice to Cedefop on its work to any other person (including colleagues, students, etc.)
3. If material/documents/reports/deliverables are made available either on paper or electronically to the expert for remote work, 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 its work as instructed.
4. If its work takes place in premises controlled by Cedefop, the expert:
  - (a) must not remove from the premises any copies or notes, either on paper or in electronic form
  - (b) 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 on completing its work as instructed.
5. If the expert seeks further information (for example through the internet, specialised databases, etc.) to complete its work, he/she:
  - (a) must respect the overall rules for confidentiality for obtaining such information
  - (b) must not contact third parties without prior written approval of Cedefop.
6. These confidentiality obligations are binding on:
  - (a) Cedefop staff (see Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community<sup>1</sup>)
  - (b) the expert during the performance of the Contract and for five years starting from the date of the last payment made to the expert unless:
    - i. Cedefop agrees to release the expert from the confidentiality obligations earlier
    - ii. the confidential information becomes public through other channels
    - iii. disclosure of the confidential information is required by law.

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<sup>1</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A01962R0031-20260101>