



Bridging the gap between policy and knowledge  
on biodiversity in Europe

## Eklipse - Code of Ethics

Draft Version 01: 28.09.2020

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### *Background*

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This code of ethics was developed in the framework of setting up Eklipse. The work to develop this Code of Ethics was based on Tremblay et al. (2016), on previous work on Science-Policy Interfaces work in ethics (eg. Sarkki et al. (2015)) and on the result of a compilation of experiences collected and applied by the Work Package 2- Formative Evaluation of the Eklipse project. The Work Package 2 task was to assist in improving the design of the project and its processes and governance structures. It was in charge of the formative evaluation through the facilitation of critical and constructive self-evaluation and iterative feedback.

Eklipse's vision is to ensure a sustainable future in which decisions affecting biodiversity and ecosystems are based on trusted evidence, provided by experts following an ethical and transparent process. Thus, determining an ethical course of actions is essential to the credibility, relevance and legitimacy of an interface such as Eklipse. In order to confront the challenges that such interfaces may face, Eklipse set up an ethical governance infrastructure that guides (and regulates) interactions among internal (knowledge coordination body, secretariat, expert working groups, etc.) as well as with external actors (requesters, stakeholders, etc.).

This document aims to present a set of values, measures and tools that suit Eklipse's code of ethics with the purpose of ensuring a strong and reliable ethical infrastructure. Eklipse Code of Ethics aims to be precise and consistent, and cover all the aspects and processes in Eklipse's work. It is also non-static and iterative, since Eklipse integrates reflective learning, which implies that the Code of Ethics may be complemented in the future with gained experience. It is open to the public to ensure Eklipse transparency and aims to be read by every member of the Eklipse community, who will be also updated in case there is any update in its content.

The principles-grounded in Eklipse's guiding values (measure 1) - in which Eklipse Code of Ethics lies are:

1. enable **INCLUSIVENESS** by wide participation from all potential actors through open invitations for participation, building on participants' enthusiasm and diversity, and thus **INTEGRATING** perspectives from different geographical regions, disciplines and types of knowledge, including scientific, practitioner and traditional local knowledge.

2. ensure **QUALITY** and **CREDIBILITY**, by applying established and tailored methodologies, developing systems for quality assurance including the use of credible and consistent knowledge and extended peer-review, and responding to feedback.
3. minimise bias and ensure **INDEPENDENCE** from external control, and fair **TRANSPARENT** processes, by avoiding conflicts of interest, through clear rules and procedures.
4. integrate **REFLECTIVE LEARNING**, by ensuring that processes and results are continuously and formatively evaluated.
5. ensuring **LEGITIMACY** through balanced SPI processes and the **RELEVANCE** of the results to policy and societal needs.
6. provide an **INNOVATIVE** methodology and production of formats for knowledge and presentation of results.
7. building of relationships and **TRUST** between actors in the SPI dialogue and with it strengthening the **NETWORK** of actors and institutions.
8. and lastly, ensure **INTEGRITY** by adhering to all of the named guiding values through all Eclipse processes and activities.

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## *Measures and instruments*

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Eklipse operates within an ethical infrastructure for all its main activities, strengthening recognition and transparency of its processes. Below you can find the 12 measures and instruments implemented in Eklipse to help the compliance of Eklipse guiding values:

- 1) Clear guiding values
- 2) Code of ethics
- 3) Training in Ethical Infrastructure
- 4) Declaration of Conflict of Interests
- 5) Body for the management of the infrastructure
- 6) Complaint mechanism, including investigation and follow-up
- 7) Transparent selection procedure for staff, requests, experts, reviewers and evaluators e.g.
  - Selection criteria
  - Open calls for recruitment
  - Ways for experts to reply to the call for expertise
  - Log book of requests
  - External facilitator for some meetings
  - Standard evaluation protocols
- 8) Measures to reinforce the ethical guidelines
- 9) Legal framework including rules and directives
- 10) Crisis Communication Team
- 11) Setting up feedback processes such as public consultations
- 12) Transparency of all the outputs:
  - Broad dissemination
  - Mandatory double check of all accepted requests

- Follow-up of how reports are used

## Measure 1: Guiding values

The guiding values that inform both the ethical infrastructure and formative evaluation of the Eklipse are:

Criteria	Definition	Source
<b>Credibility</b>	The (perceived) credibility refers to the quality, validity and adequacy and reliability of the knowledge, evidence and arguments exchanged at the interface. Credibility of knowledge is linked to the credibility of the knowledge production and knowledge exchange process.	Sarkki et al. 2015
<b>Legitimacy</b>	The (perceived) legitimacy refers to the fairness and balance of the SPI processes.	Sarkki et al. 2015
<b>Relevance</b>	The relevance (or salience) refers to the ability to match knowledge with policy and societal needs, and the extent to which knowledge is usable.	Sarkki et al. 2015
<b>Transparency</b>	Disclosure of sources, processes and related stakeholder involvement.	Sarkki et al. 2015, adapted
<b>Innovation</b>	New methods, products or formats for knowledge production and presentation of results.	Own definition
<b>Independence</b>	Freedom from external control, neutrality or bias in position, range of membership.	Young et al. 2013,
<b>Integration</b>	Biodiversity and ecosystem services issues are considered from a three dimensional perspective: social, economic and ecological, that comprises scientific knowledge and other types of knowledge, including local, traditional and practitioner's knowledge. Our integrative approach also ensures that perspectives from different geographical regions, disciplines, and cultures are taken into consideration with particular attention to gender balance.	Own definition
<b>Integrity</b>	The integrity of research is based on adherence to core values—objectivity, honesty, openness, fairness, accountability, and stewardship.	National Academies of Sciences, Engineering, and Medicine. 2017

<b>Reflective learning</b>	The process of internally examining and exploring an issue of concern, triggered by an experience, which creates and clarifies meaning in terms of self, and which results in a changed conceptual perspective.	Boyd & Fales 1983
<b>Inclusiveness</b>	Processes and actions that ensure the involvement and participation of relevant stakeholders to produce up-to date assessments, through exchange of knowledge and expertise through advice-seeking and advice-giving.	Adapted from Smith 2005; Oubenal, et al. 2017
<b>Quality</b>	Guarantee of the use of unbiased, credible, and consistent knowledge, implementing a transparent and peer-reviewed process, and building on a reliable and trusted network of knowledge holders that is easily and efficiently mobilized.	Adapted from Rohstein et al. 2008
<b>Trust &amp; Network</b>	Our approach anchors itself in the building of relationships and trust that allows decision makers to access evidence for policy dialogue, and stands to capture the expanding range of people and institutions operating at the science-policy interface. This approach finds its strength in the interactions between actors and institutions.	Adapted from Chilvers and Evans 2009; and Drime and Qitan 2011

**Integration, quality and trust & network** are guiding values proposed by the participants of the workshop “Implementing an ethical infrastructure” at the Proof of Concept Conference (POCC). As a result, the Eklipse team decided to include those three guiding values on our ethical framework.



## Measure 2: Code of ethics

The present document represents this measure. It aims to collect in a single document all the measures and instruments of Eklipse Ethical Infrastructure, which will be complemented through lessons learnt and new needs that may appear.

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## Measure 3: Training in ethical infrastructure.

The aim of this training is to build capacity on the Eklipse ethical infrastructure for new members of the different Eklipse governance bodies. New members will gain knowledge on the rationale behind the ethical governance infrastructure, its functioning and what added values it brings to the interface. This training will also provide the new members with the capacity and means needed to carry out their work under Eklipse's guidelines and principles. Additionally, Eklipse collaborates on the capacity building in Ethics and Science and Policy interfaces to the general public.

Webinar: This training in form of a webinar aims to build capacity in Eklipse ethical infrastructure to new members at the beginning of their work in Eklipse. This webinar will also be available on our website and youtube channel.

Workshops: These workshops are organized on demand and within reason and open to the public on the general issues on ethics and science-policy-society interfaces (SPSI). They aim to broaden the knowledge on the role of SPSIs in Europe and the importance ethical governance infrastructure plays in them.

Podcast: Within the Eklipse podcast series, one episode will be on the uniqueness and added values of Eklipse, in the context of the SPSI. You can find this podcast [here](#).

## Measure 4: Declaration of conflict of interest

Individuals who are invited to bring in their professional standing and expertise into the work of the Eklipse mechanism, are required to fill in a declaration of conflict of interest.

As outlined in the Eklipse ethical infrastructure guidelines, their role demands a special attention to issues of conflict of interest (and bias) in order to respect and maintain the credibility and relevance of their working group and of Eklipse processes and their products. It is essential that the work carried out in Eklipse is not compromised by any conflict of interest of individuals involved. Thus, disclosure of certain matters is necessary to ensure that the work of Eklipse is not compromised. We rely on professionalism, common sense and honesty in filling out this form. We do not ask for comprehensive lists of activities under each heading in the declaration of conflict of interest. Experts should disclose interests that are relevant and relate or have the appearance of relating to their role in Eklipse work by:

- Impairing their objectivity in carrying out their work
- Creating an advantage for them, their family, close relatives, personal friends or organization they have been working for.

For the purposes of this policy, circumstances that could lead a reasonable person to question their objectivity, or whether an advantage has been created, constitute a potential conflict of interest and should be disclosed on this form. Disclosure of an interest on this form does not automatically mean that a conflict exists or that experts will be unable to perform their designated role in Eklipse.

**Template of the Declaration of conflict of Interest Annex 1.**

## Measure 5: Body for the management of the ethical infrastructure

The implementation of the Eklipse Code of Ethics is the responsibility of the Eklipse Management Body (EMB). Whose tasks are to ensure that all processes within Eklipse are following the code of ethics detailed in this present document. For more detailed information see Guidance note 1 (Annex 3). To check the current composition of the EMB, please check [Eklipse's website](#).

## Measure 6: Crisis Management Team

The Crisis Management Team (CMT) is formed by elected members from each Eklipse Governance body: the two chairs KCB, EBM, and the chair of MEG, and EWG, and the responsible person for the SPI activities in Alternet.

This constellation ensures that the Crisis Management Body is aware of the situation occurring and why the crisis appeared.

Contact e-mail: CrisisTeam@eklipse.eu

### Crisis protocol

The Eklipse Crisis Management Communication Team (CMCT), taking into account past experiences, is formed to act in case of a crisis happens, according to a protocol to maintain control of the situation and to communicate to the persons involved, the rest of Eklipse members and the public in the order and time determined in our code of ethics (detailed in the fourth point).

#### 1. Definition of a crisis

Eklipse defines a crisis as a **fast succession of events** with a **surprise effect**, that risks the individuals or the organizations/entities involved to **lose control** of the situation, and characterized by a general **lack of information** and unfair **media coverage** of the situation.

#### 2. A crisis can become an opportunity

Rapid response and adequate communication are therefore crucial in order to maintain control of the situation and to avoid as much as possible any negative consequences for Eklipse at the human, operational, reputational, financial or legal level.

A well-prepared organisation can indeed detect crises and defuse them, but also optimally manage a crisis situation in order to reduce the consequences.

What Eklipse is prepared to do in case of crisis, is ensure following points:

- Ensure or restore continuity of operations;
- Resolve the crisis by avoiding or limiting possible losses;
- Continue to be seen as a professional organization that is in control of the situation, responds quickly and appropriately, demonstrates competence, transparency and solicitude for its colleagues, partners, stakeholders and society in general, in order to safeguard his reputation.

An organisation that manages to control the situation through its crisis management, can gain credibility and improve its reputation.

### **3. 10 Golden Rules of crisis management**

1. A crisis can happen at any time. Be ready to fulfill your duties: as a member of the Crisis Communication Team, be contactable and make sure you know what is expected of you.
2. Keep an overview of the crisis situation at all times and remember that any action taken must help to preserve Eklipse's reputation.
3. Focus on managing the problem itself, taking into account the medium and long-term consequences as much as possible.
4. Do not panic. Show that you are doing everything you can to control the situation.
5. Never make promises that you cannot keep.
6. Remember that in general, no one outside of Eklipse Crisis Communication Team knows more than you about society, its activities and outputs.
7. Stick to the facts, avoid speculation. Better a franc "I do not know yet, but I will keep you informed as soon as I have more information" than an incorrect answer. Credibility's enemies are inaccuracies, misunderstandings or misinformation.
8. Never lie.
9. Show that the situation concerns you and that it is the people who matter: show empathy.
10. Do not forget that all our Eklipse colleagues, throughout the mechanism, are concerned or will feel concerned.

### **4. Responsibilities**

At the beginning of a crisis the Crisis Management Team meets to:

1. Inform team members of the crisis
2. Make an inventory
3. Determine the first important decisions made
4. List people who have been warned
5. List people who need to be notified
6. Determine, if possible, Eklipse involvement and potential liabilities in the incident
7. Distribute roles
  - Determine a coordinator
  - Responsible for communication with Experts
  - Elect a spokesperson and writer
  - Internal communicator

- Press and media monitoring assistant
- 8. Decide how Eklipse wants to communicate
- 9. Invite external partners who can support the president in the various tasks

## 5. Tools & Templates

- Press releases
- Note to partners
- Mailing and phone list
- Short flyer "how do you deal with a crisis"
- Note on how to organise a press conference
- Social Media guidelines
- Q & A 's referring to targeted crisis context for Eklipse

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# Measure 7: Transparent procedures

Eclipse has a set of tools and guidelines that describe the regulations for every procedure and a set of tools to keep track of the development of all its activities.

## Authorship of Eclipse outputs

The outputs of Eclipse processes can take the form (and often are a combination) of reports, scientific articles, policy briefs, blog, podcasts, etc..., as decided during the scoping phase of the request. All Expert Working Group (EWG) members that actively contributed to the development of these outputs are listed as co-authors (more information on Guidance note 6a, Annex 3). By default the co-authors are listed alphabetically, if there is no other agreement from the EWG; co-authorship should be discussed during the early stages of the process.

The EWG should be acknowledged in any output generated by the requester that is based on the EWG work, although this is outside the control of Eclipse.

## Guidance notes

These series of guidance notes describe the different roles of the Eclipse bodies, the selection criteria for their members, and all the procedures taking part in Eclipse. There are public in our website, and also in Annex 3 of this document:

- Eclipse Guidance note 1 The Eclipse Management Board
- Eclipse Guidance note 2 Understanding the Knowledge Coordination Body
- Eclipse Guidance note 2a Selecting the Knowledge Coordination Body
- Eclipse Guidance note 3 The Strategic Advisory Board
- Eclipse Guidance note 4 Formative Evaluation
- Eclipse Guidance note 5 The Methods Expert Group
- Eclipse Guidance note 6 Expert Working Groups
- Eclipse Guidance note 6a Guidelines for the Expert Working Group Outputs
- Eclipse Guidance note 7a Selecting Requests
- Eclipse Guidance note 7b Scoping with the Requester
- Eclipse Guidance note 7c Preparing and Managing Calls for Experts
- Eclipse Guidance note 8 Preparing Reports
- Eclipse Guidance note 9 Crowdfunding
- Eclipse Guidance note 10 The Eclipse Alumni

## Open calls



They are launched regularly and published in our website and announced and disseminated through our keep me posted mail list and through social media. These calls are open to groups and/or individuals who want to propose a request, or to apply to become part of the Eklipse community:

- Calls for Requests
- Calls for Experts
- Calls for Knowledge
- Calls for review
- Calls for KCB
- Calls for MEG
- Calls for Tenders or Support
- Calls for Capacity Building Events

## Log books of requests

Eklipse keeps track of all the decisions, activities, milestones and any important information during the process of answering a request, from its selection until the finalization of the request, through logbooks.

The logbooks are for internal use in order to improve Eklipse processes and activities and iteratively keep the high standards of Eklipse's Ethical Infrastructure. Those logbooks will be made available upon legitimate request Sensitive information will be removed.

## Minutes for the meetings

For all the meetings minutes are taken and stored in the database. In the minutes the following information are collected:

- Date
- Topics discussed and content of the meeting
- Attendants
- Chair
- Minutes taker

These minutes are taken for internal purposes, and are shared only among the participants of the meetings.

## External facilitator

Depending on the type of request, risk of bias, or other aspects, Eklipse may launch a Call for Support in search of a potential facilitator to mediate and assist the request process.

## Standardized forms

Eklipse has a set of forms to guide and facilitate some exercises within Eklipse. For example:

- Form for requesters to apply to the call for requests
- Forms for participants to reply to the call for knowledge
- Forms for experts to reply to the call for expertise
- Forms to apply to the call for MEG
- Forms to apply to the call for KCB
- Forms to apply for the call for support
- Form to apply to the Capacity Building Events
- Form for joining the European Network of Networks
- Forms for reviewing Eklipse's reports
  - Methods Protocol
  - Final report
- Formative evaluation forms

These forms will be made available upon request.

## Standard evaluation protocols

Eklipse ensures the replicability and transparency of all its processes by having some standard evaluation protocols available on our website.

### Protocol for selecting requests

The selection of request follows a standard protocol described in our [guidance note 7a](#) on Selecting request (Annex 3). The requests should comply with the following criteria, as set out in the call text:

Criteria A. Eligibility criteria for requesters:

- Requesters cannot be members of the Eklipse consortium, the Knowledge Coordination Body, or Strategic Advisory Board.
- Requesters cannot be single individuals
- Requesters should be able to represent the 'community' view of their policy or societal group e.g. an administration, international business group, NGO, local community group etc.

Criteria B. Selection criteria for requests:

- Relevance to the European scale
- Relevance to ongoing or future policy processes
- Relevance to biodiversity and ecosystem services (if possible European EUNIS habitat type to be specified)

- Relevance to society
- Not requiring new knowledge, but based on the synthesis of existing knowledge
- A principle of Eklipse is to avoid duplication of existing mechanisms; it will therefore not accept requests that could for example be done by consultancy contracts.

All interested parties can see the template for the application form for potential requesters to put forward requests here.

## Protocol for selecting experts

The selection of experts follows a standard protocol described in our [guidance note 7c](#) on Preparing and managing the calls for expertise. The experts should comply with the following criteria:

Criteria A. Demonstrated topical expertise: obligatory for each individual expert.

- Expertise should be demonstrated for project participation, work package or project coordination, business engagement, membership of an expert group, or similar activities.
- Expertise should cover one or more relevant topic areas
- Scientific experience: at least two papers published in the last five years, in relevant areas of and/or technical/practical expertise: clear evidence of having worked directly in the request topic.

Criteria B. Other important criteria: to ensure good working ability of the expert group, all selected individuals should cover most of these characteristics:

- Proven ability to work in international scientific and policy processes (e.g. Fluency in English, language skills)
- Overview and insights into relevant projects and other activities
- Experiences in inter-and transdisciplinary work on topics related to the request topic and/or in science-policy interface processes
- Time that they can dedicate to the process (minimum 10%)
- Support from their respective team/company, students etc.

Criteria C. Additional expertise required in the group: these must all be represented within the group, so each individual should ideally cover at least some of the following points:

- Experience in one or more existing initiatives related to the request topic
- Policy experience/expertise: working with policy makers, experience of specific policies, experience as policy maker, or similar
- Expertise on impact evaluation and/or conceptual frameworks to guide research processes
- Expertise on knowledge synthesis approaches

- Experience in communicating, promoting and incorporating science or practical work into policy development processes
- Experience in leadership of knowledge assessment processes.

All interested parties can see the template for the application form for potential requesters to put forward requests on Eklipse website.

## Protocol for evaluating outputs of requests

Knowledge synthesis requests follow a strict procedure as described in [guidance notes 6a](#); first the development of a Document of Work (DoW) (please find the template on our website) followed by a Method Protocol (please find the template on our website) and then a review of a draft (please find the template on our website).

### Document of Work

The basic components of this Document of Work are:

- Context
- The request
- Expected outcomes/type of answer expected (variables...) and expected use of these outcomes
- Scope: limitations put to the request in terms of space (geographical), timeline, methods found in the literature, ecosystem or biodiversity components, etc.
- Links to existing projects, past relevant ones, existing networks and initiatives
- Expected impacts for policy and for society
- Expected starting time, milestones and delivery time
- Any other relevant matters
- Preliminary glossary (the Document of Work should also provide clear definitions of terms used in the request in order to prevent endless discussions about “what is meant by...”)
- Useful literature and sources of knowledge, including hubs, networks, etc.

### Method Protocol

The basic elements that should be provided in the Protocol are the following:

- Background (complementary information if needed compared to the Document of Work)
- Request: components, semantics, any complementary elements-Scope of the request and answer, which may be different if there is a need to further restrict the scope due to the amount of work envisioned; including other elements that would not have been foreseen in the Document of Work-Methodology: here the details of the methodology used by the EWG are given explicitly in order to maximize replicability, transparency, understanding, and minimize possible sources of biases. The EWG can here rely on inputs provided by the KCB for each available relevant method (e.g. expert consultation, gap maps, others...)

- Expected approach to organise knowledge and data (if needed) (e.g. database, map, other...)
- Proposed method for data extraction (if needed) and evidence/knowledge synthesis (narrative, quantitative, statistical tools...)
- Limitations of the expected conclusions (as envisioned at the protocol stage), if feasible.
- Expected recommendations (to requester, scientists, and practitioners, others...)
- Expanded glossary-Separate document that will remain within the KCB will contain
- Expected expenses and financial challenges-Provisional agenda

## Final report

A proposed structure of the final output is the following:

- Cover page: Title, name and affiliation of co-authors, summary table
- Abstract
- Background: complementary information if needed compared to the Document of Work
- Request: components, semantics, any complementary elements
- Material and Methods: referring to the Protocol if needed
- Results: including analysis, as appropriate
- Conclusions
- Limitations
- Recommendations
- Glossary
- Supplementary material, appendices, annexes...
- Reference list
- Links to Repository

## Measure 8: Complaint mechanism

In case anybody involved in Eklipse has a complaint to make of any nature about something or someone, this person can contact the Eklipse Management Body. If the person doing the complaint would prefer a more anonymous procedure, they can contact the Eklipse ombudsman directly. In any case, the complaint would be anonymous and the person's identity will not be revealed.

Once the complaint has been formalised, the relevant steps of measure 9 will be followed.

Contacts:

EMB: [emb@eklipse.eu](mailto:emb@eklipse.eu) and Phone: 0049 341 235 1636

Ombudsman: email and telephone (TBD)

## Measure 9: Measures to reinforce the ethical guidelines

In all cases below it is essential to keep a reasonable information flow between relevant bodies and individuals, to ensure that all parties can track progress of each situation. In particular, the head of the Eklipse Management Body and the individuals making the complaints should be in regular contact, to ensure continuity. In addition, it is important for all involved parties to keep clear, precise and anonymised records throughout the processes to be able to communicate issues to the relevant bodies.

### **A - Incomplete or false information provided in a Conflict of Interest form**

Completing and submitting the Conflict of Interest (Col) form is a precondition to joining any of the Eklipse working groups or governance bodies. The Col forms should be completed to the best of the applicant's knowledge. If an undisclosed conflict of interest is suspected, the following steps will be taken:

- A1. The head of the Eklipse Management Body (EMB) should be alerted to any potential conflicts of interest.
- A2. The head of the EMB will check the Col form, and make contact with the author to let them know of any complaint or concern.
- A3. If the author accepts that there is an error, they will complete and submit an updated Col form. The head of the Eklipse Management Body will inform the person having initially highlighted the issue to let them know of how it has been addressed.
- A4. If, however, the person so accused disputes the allegation (i.e. they believe the information on their original Col to be right), the author of the Col can contact the Eklipse ombudsman who will be charged with investigating the allegation.
- A5. If, however, the head of the Eklipse Management Body has sufficient grounds to believe that the complaint or concern over the Col is justified, the head of the Eklipse Management Body can contact the ombudsman to ask them to investigate the allegations.
- A6. Based on the above, there might be situations where the ombudsman is charged by the Col author and the head of the Eklipse Management Body to investigate a complaint or concern over the Col of the person involved.

A7. The ombudsman will report back to the Strategic Advisory Board (SAB) with the information from their investigation for the SAB to make a final decision.

A8. If the complaint or concern over a Col is justified based on the investigation of the ombudsman and validated by the SAB, the matter will be forwarded to the Crisis Management Team.

A9. The Crisis Management Team will be responsible for writing to the person who initially reported the issue, and to the author of the Col, reporting on the decision of the Ombudsman and the SAB, CCing all relevant Eklipse representatives.

A10. If the person is found to have falsely completed their Col, the Crisis Management Team will remove the author of the Col from the working group or governance body they belonged to, and alert the relevant bodies (SAB, KCB and head of Eklipse Management Body) that the person is no longer eligible to apply to any future Eklipse calls.

A11. If the author of the Col is found to have been the victim of false accusation), the Crisis Management Body will open the procedure established by Eklipse against bullying, discrimination and harassment, if asked by the author (see section E-Bullying, discrimination and harassment)

A12. In cases of external complaints, the Crisis Management Team will add a short statement on the Eklipse website to report on the situation, including the final decision of the SAB or Ombudsman.

## **B - Non-disclosure agreement**

On special occasions and only for certain requests, a non-disclosure agreement is to be signed by Eklipse and the Expert working Group (EWG) members, that will work together to answer the request. With it, all parts agree to comply with the terms and clauses on how to deal with Confidential Information that may be in play.

If the person is found to have breached the Non-Disclosure Agreement to which they comply, the Crisis Management Team reserves the right to remove the expert from the expert working group they belonged to, and alert the relevant bodies (SAB, KCB and head of Eklipse Management Body) that the person is no longer eligible to apply to any future Eklipse calls.

**Template of the Declaration of Non-disclosure agreement in Annex 2**



## **C - Lack of engagement in Eklipse working groups or governance bodies**

When an individual applies to be a member of an Eklipse group (whether a working group or a governance body), that individual accepts to engage constructively and actively in that group, by taking part in all relevant meetings, agreeing and adhering to deadlines for deliverables, and providing constructive input into the group's work. There are some key steps to follow if members of the working groups or governance bodies feel that certain individuals are not engaging appropriately:

C1. The person concerned about the engagement of another should initially share their concerns with the chair or co-chair of the working group or governance body, CCing the EMB focal point in all correspondence (who will act as go-between if and when needed with the head of the Eklipse Management Body).

C2. The chair or co-chair should then contact said person to let them know of the concerns regarding their engagement (keeping the anonymity of the person who made the initial concern). The aim at this stage is to provide them with an opportunity to explain the possible reasons behind their perceived lack of engagement. In some cases, it might simply be that the person in question was not aware they had to contribute, or there might be personal circumstances that may have prevented greater engagement. If the Chair is satisfied that the person will be more engaged, then proceed to step C3, if not, proceed to step C4 or C5. For all steps, it is important for the chair or co-chair to keep a detailed record of all interactions and outcomes of discussions.

C3. If the person in question has assured the chair or co-chair of greater engagement, it is the role of the chair or co-chair to monitor the situation. If the level of engagement increases to their satisfaction, the matter can be considered closed. If, however, the levels of engagement do not increase significantly, the chair will proceed to step C4.

C4. If the person in question accepts that their engagement has been low and that their engagement is unlikely to be sufficient in the future, they can volunteer to step down from the group or body. The chair would then thank them for their involvement in Eklipse and would inform the rest of the group or body, as well as the head of the Eklipse Management Body who can then take steps to update the composition of the expert group or governance body in terms of the website, mailing lists etc. If there is still time in terms of the request to replace the person on the EWG with another expert, the Chair should follow the guidance in the EWG guidance note. If the member is part of the SAB, the SAB Chair should ask the institution to suggest a replacement member. In the case of the KCB, a call should be made (following the guidelines in the KCB selection guidance note).

C5. In the case where the level of engagement of the person concerned remains unsatisfactory according to the chair or co-chair, they should then contact the chair of the KCB, explaining the situation. If the person concerned is on the KCB, then the chair should contact the head of the SAB. If the person concerned is on the SAB, the SAB Chair will be responsible for discussing the situation with the rest of the SAB and agreeing with them on how to proceed. If there is sufficient evidence of low engagement within the SAB, then the SAB Chair should contact the person directly to explain the situation and then contact their institution to suggest a replacement.

C6. The KCB chair or head of the SAB will then contact the said person to convey the concerns of the chair of the working group or governance body, and request that they step down from the expert working group or governance body. If said person refuses, then the KCB chair or head of the SAB can remove them from the group or body.

C7. If the person in question feels they have been unjustly removed from the working group or governance body, they can put a formal complaint to the Eklipse ombudsman, who will investigate the issue fully. Such an investigation should include careful consideration of request logs and minutes of meetings, interviews with the Secretariat focal points, head of the Eklipse management body and KCB focal points, or chairs and co-chairs relevant governance bodies. The investigation and its outcome will be communicated in writing to the complainant, CCing all relevant Eklipse representatives.

## **D - Complaints regarding authorship**

The outputs of Eklipse processes can take the form of reports, journal articles, blogs, policy briefs and other outputs, as decided during the scoping phase of the request, and depending on the motivation and time of the working groups once they have published the main output. The KCB focal point cannot be an author on the main output prepared for requesters, as this could jeopardize the independence of Eklipse processes. However, KCB focal points and deputies can be co-authors on spin-off products (e.g. scientific papers) from the main output to requesters, on the condition that the co-authorship request comes from the EWG as a whole, and is based on their proven intellectual input into the spin-off product. The methods expert on an expert group automatically becomes a part of the expert working group and therefore has authorship of the main output. There may be instances, however, where individuals within an expert working group decide to develop spin-offs where not all members of the expert working group are authors. This may be because they were asked but decided not to be authors. However, there might be instances where members of the working group wanted to be involved in a spin-off product and were not involved or were denied authorship. In this case, the following would apply:

D1. The person denied involvement or authorship should contact the KCB focal point of the request, CCing the Secretariat focal point (who will act as go-between if and when needed with the head of the Eklipse Management Body) explaining the situation fully.

D2. The KCB focal point will then be encouraged to contact the lead author of the publication in question to understand the reasons behind the authorship of the publication.

D3. If the lead author has sufficient grounds on which to justify the lack of authorship of the said individual, the KCB focal point will get back to the participant denied authorship to explain the reasons why. Please note, however, that it is highly unlikely for members of the expert group to be denied authorship in the final Eklipse output or subsequent outputs, unless their engagement in the expert working was considered insufficient – in which case this should have been addressed before discussion of authorship of output – see the section on **“Lack of engagement in Eklipse working groups or governance bodies”**.

D4. If the KCB focal point feels the lead author has not provided sufficient grounds on which to justify the lack of authorship of the said individual, the KCB focal point will contact the KCB chair and co-chair to raise the issue, CCing the head of the Eklipse Management Body.

D5. The KCB chair and co-chair, together with the head of the Eklipse Management Body will investigate the issue and inform the complainant and lead author of their decision, in writing.

D6. Should the lead author be found to have excluded the member of the expert group from authorship on insufficient grounds according to the KCB chair and co-chair, the latter will insist that the lead author add the member as an author to the output. Should the lead author refuse, the person concerned will be informed by the KCB chair and co-chair that they are no longer eligible to apply to any future Eklipse calls for experts or governance bodies. This exclusion would then be communicated by the KCB chair and co-chair to the Alternet management board and the Eklipse SAB.

D7. If the lead author or participant who was denied authorship feels the outcome is not satisfactory, they can put a formal complaint to the Eklipse ombudsman, who will investigate the issue fully. Such an investigation should include careful consideration of request logs and minutes of meetings, interviews with the Secretariat focal points, head of the Eklipse management body and KCB focal points, or chairs and co-chairs relevant governance bodies. The investigation and its outcome will be communicated in writing to the complainant, CCing all relevant Eklipse representatives.

## **E - Bullying, discrimination and harassment**

All members of Eklipse working groups and governance bodies have the right to work in an environment free of bullying, discrimination, harassment and other abusive behaviours. If an individual feels they are being bullied, discriminated against or harassed, the following steps should be taken:

E1. If the individual is part of an expert working group, they should contact the KCB focal point of the request, Ccing the Secretariat focal point (who will act as go-between if and when needed with the head of the Eklipse Management Body) explaining the situation fully. If the complaint is about the KCB focal point, or if the individual is part of the KCB, the Methods Working Group (MEG) or the SAB, they should contact the head of the Eklipse Management Body.

E2. The KCB focal point or head of the Eklipse Management Body should contact the person against which the complaint has been made to let them know of the concerns regarding their behaviour (keeping the anonymity of the person who had the initial concern). The aim at this stage is to provide them with an opportunity to explain the possible reasons behind their perceived behaviour. In some cases, it might simply be that the person in question was not aware of their behaviour or the impact of their behaviour. If the KCB focal point or head of the Eklipse Management Body is satisfied that the person is now aware of their behaviour and will make all efforts necessary to change it, then proceed to step E3, if not, proceed to step E4 or E5. For all steps, it is important for the KCB focal point or head of the Eklipse Management Body to keep a detailed anonymised record of all interactions and outcomes of discussions – informing the people involved that this is being done.

E3. If the person in question has assured the KCB focal point or head of the Eklipse Management Body of changed behaviour, it is the role of the KCB focal point or head of the Eklipse Management Body to inform the individual who put in the complaint of bullying, harassment or discrimination of progress, and to monitor the situation. If the behaviour of the individual changes to their satisfaction, the matter can be considered closed. If, however behaviour does not improve, or if there are any further signs of bullying, harassment or discrimination, the KCB focal point or head of the Eklipse Management Body will proceed to step E4.

E4. If there are indication of further discriminatory, bullying or harassment behaviour after the discussion (interviews with other members of the group to explore evidence of such behaviour might be needed and useful here) between the KCB focal point or head of the Eklipse Management Body and the person accused of inappropriate behaviour, the KCB focal point or head of the Eklipse Management Body should then contact the chair of the KCB, explaining the situation. If the person concerned is on the KCB, then the chair should contact the head of the SAB.

E5. The KCB chair or head of the SAB will then contact the said person to convey the concerns of the chair of the working group or governance body, and request that they step down from the expert working group or governance body. If said person refuses, then the KCB chair or head of the SAB can remove them from the group or body.

E6. If the person in question feels they have been unjustly removed from the working group or governance body, they can put a formal complaint to the Eklipse ombudsman, who will investigate the issue fully. Such an investigation should include careful consideration of request logs and minutes of meetings, interviews with the Secretariat focal points, head of the Eklipse Management Body and KCB focal points, or chairs and co-chairs relevant governance bodies. The investigation and its outcome will be communicated in writing to complainant, CCing all relevant Eklipse representatives.

## **F - Eklipse representative misusing their influence**

The Eklipse representatives join Eklipse working groups and governance bodies on the understanding that their involvement will be constructive and for the benefit of the Eklipse mechanism. There may be cases, however, where members of the working groups or governance bodies misuse their influence. For example, a member of the SAB could use their influence to push forward a particular request, or a member of the KCB may use their influence to select an individual for an expert working group based on personal or professional motives. When signing the Col, the members should agree to not misusing their influence. However, if such behaviour is reported, the following steps should be followed:

- F1. Alert the ombudsman of concerns regarding misuse of influence.
- F2. The ombudsman will report back to the Chair of the Strategic Advisory Board (SAB) with the information from their investigation for the Chair of the SAB to make a final decision. If the complaint was made against the head of the SAB, the matter will be taken to the head of the Alternet Council.
- F3. If the complaint or concern is justified based on the investigation of the ombudsman and validated by the SAB or Alternet Council, the matter will be forwarded to the Crisis Management Team.
- F4. The Crisis Management Team will be responsible for writing to the person who initially reported the issue, and to the person accused of misusing their influence, reporting on the decision of the ombudsman and SAB or Alternet Council, CCing all relevant Eklipse representatives.
- F5. If the person is found to indeed misused their influence, the Crisis Management Team will remove the person from the working group or governance body they belonged to, and alert the relevant bodies (SAB, KCB and head of Eklipse Management Body) that the person is no longer eligible to apply to any future Eklipse calls.
- F6. If the person is found not to have misused their influence, the Crisis Management Board will report back to both the person who initially reported the issue, and to the person accused of misusing their influence.

F7. In cases of external complaints, the Crisis Management Team will add a short statement on the Eklipse website to report on the situation, including the final decision of the SAB or Alternet Council.

## **G - Sub-contractor non-delivery of products or misconduct (e.g. for capacity-building events or other sub-contracting needs)**

During the selection process, the Networking Focal Point (NFP) and two members of the KCB (with relevant expertise) will interview the applicant. During this interview, considerations can be made about the event from both sides. Once the selection procedure is over, the selected organisers may need to make changes to the initial proposal so the event will better respond to the European needs. All questions from both sides will be clarified and the organizers will deliver a final timeline and milestones for the event organization. Any changes to this timeline must be communicated to the NFP and agreed to, in writing. The organizer can ask for as much as half the budget to be paid in advance.

G1-The organizers must keep the NFP updated on each of the organization steps. If the organizers fail to do so:

G1.1 The NFP will contact the organizers to remind them of their responsibility. If the organizers acknowledge this and assures they will in the future, the situation will be considered solved.

G1.2 If the organizers continue not to provide information on the organization process and NFP understand the information provided is not enough to trust an adequate organization is being carried, the NFP may put the case to the KCB (supported by exchange, timeline and material provided) to withdraw the support, in which case the organizers would have to reimburse the first payment.

G2- If the organization departs strongly from the agreed timeline:

G2.1 The NFP will contact the organizers to remind them of the need to comply with the timeline. If the organizers provide a valid reason and a solution, the situation will be considered solved.

G2.2 If the delays amount to a situation where the NFP strongly doubts a quality event may be organized, the NFP may put the case to the KCB (supported by exchange, timeline and material provided) to withdraw the support, in which case the organizers would have to reimburse the first payment.

G3- If the NFP finds some detail in the event is not up to Eklipse standards:

G3.1 The NFP will contact the organizers, suggest a change and explain why it's needed. If the organizers accept the change or provide another valid solution, the situation will be considered solved.

G3.2 If the NFP and organizer cannot reach an agreement, the NFP may put in a well-supported case to the KCB to help find a solution. If this is effective, the problem will be solved.

G3.3 If not, it's up to the KCB to decide if support should be withdrawn, in which case the organizers would have to reimburse the first payment.

G4- Any call related to the event must be sent and approved by the NFP (to make it is in agreement with the Eklipse non-discriminatory values) and only then be broadcasted:

G4.1 The NFP will then revise the call for participants. If this is in agreement with Eklipse ethical guidelines, the organizers will be reminded of their (contractual) obligation to have all event resources reviewed by the NFP

G4.2 If the call doesn't follow Eklipse ethical rules, the NFP and organizers will work together to find the best solution to change this.

G4.3 If no solution can be found, and the NFP finds this is an important breach of the ethical guidelines, the NFP can put the case (supported by email exchange) to the KCB to withdraw the support, in which case the organizers would have to reimburse the first payment.

G5- Participants are always selected through open call. This selection process is articulated between organizers and the NFP. If the organizers select the participants without the NFP review:

G5.1 The NFP will review the participant list. If this doesn't breach Eklipse non-discriminatory rules, the participant list will not be changed and the organizers will be reminded of their obligation to report any important organizational steps to the NFP.

G5.2 If the participants list is not in accordance with Eklipse ethical guidelines, the organizers and NFP will work together to find the best solution.

G5.3 If a solution cannot be agreed upon and the NFP find this is an important breach of the ethical guidelines, the NFP can put the case (supported by the list of calls respondents and selection made) to the KCB to withdraw the support, in which case the organizers would have to reimburse the first payment. This could be done if, for instance, the organizers choose to have over 30% of participants from one country, refusing the participation of others interested.

G5.4 If this is agreed by the KCB, the organizers will be informed by the NFP.

G5.5 If the organizers believe this decision is unjust, they can contact the ombudsman who will review the situation and make a final call.

G5.6 Organizers should make the payment up to three months after the invoice is issued.

# Measure 10: Legal framework including rules and directives

## **General Data Protection Regulation (GDPR)**

On 25th May 2018, the new EU General Data Protection Regulation (GDPR) was brought into law. Eklipse guarantees the respectful and secure use of personal data, exclusively for the purposes of communicating with the public about our activities and for engaging with societal actors through our requests and expert groups. Eklipse acts as a science-policy interface in the public interest; therefore personal data relating to our mailing lists is processed under the lawful basis of consent and personal data relating to our requests and expert groups is processed under public task. Eklipse is currently managed by Alternet and our website is allocated within CREAM, which applies the principles established in article 5 of the European General Data Protection Regulation (Regulation EU 2016/679 of 27 April 2016).

## **Financial issues (Donors, crowdfunding, etc)**

**Crowdfunding:** Eklipse utilizes crowdfunding as a means of funding requests that are lacking in sufficient financial means and/or enabling more direct involvement of society in producing and supporting requests. All Eklipse crowdfunding activities are managed by the Alternet legal NGO, which is responsible for the accounting of funds raised and used.

Four distinct procedures may be utilized based on the particular approach to crowdfunding that is taken:

- 1) Societal engagement add-on
- 2) Follow-up on processed requests
- 3) Independent requests from Eklipse
- 4) Societal requests

More information on the different procedures can be found in our [Guidance note on Crowdfunding](#) (Annex 3)

## **Donor Management Standard Operating Procedure: Draft Text**

Coming soon



## Measure 11: Setting up feedback processes such as public consultations

Eclipse carries out a formative evaluation with the aim to facilitate self-reflection of the Eclipse team through iterative feedback processes to gain a process-oriented view on building the processes for and governance structures of Eclipse. Therefore, the evaluation accompanied the setup of the governance structure and request processes with major links to other processes within Eclipse].

The core the evaluation concept is a set of criteria that guides the evaluation (See [guidance note on formative evaluation](#)). While in the evaluation of the governance structure, the different bodies are considered, the request processes are assessed in five quality dimensions:

- I. Quality of request processes: offer ways to develop processable requests
- II. Quality of team-building process: focus on expert groups, but also considering other participatory elements
- III. Quality of knowledge syntheses processes
- IV. Quality of results: assess processes of quality assurance and relevance of output with regard to initial request
- V. Impact : assessment of the immediate and potential application of results (policy impact)

The evaluations are carried out through:

- Feedback questionnaires (online): For both, the evaluation of the governance structure and the request process, the respective bodies are approached via online questionnaires. This gives a good idea about the ongoing process. The results are directly incorporated into the intervention workshop or the evaluation symposium, respectively.
- Interviews
- Annual intervention workshops: to evaluate selected request processes within Eclipse.
- Evaluation symposium.

Finally, Eclipse has an evaluation guideline for the Knowledge Coordination Body (KCB).

# Measure 12: Transparency of all the outputs

## **Broad dissemination**

When a request is finished, the outputs are published on the website, sent to all the people involved during the request and disseminated through the keep-me posted mailing list and social media.

Eclipse's outputs can be found in the section of the website for the requests or activity section to which they belong.

## **Follow-up of outputs**

In addition to having all Eclipse's products publically available on the website, Eclipse organizes a follow-up analysis periodically to learn how its work is being received and applied outside of the realm of Eclipse's activities. This also gives insights on spaces for improvement for Eclipse's outputs to have a more relevant impact in the future.

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# ANNEX 1: Conflict of Interest form

See our [website](#)

## ANNEX 2: Non-disclosure agreement

A non-disclosure agreement is to be signed by Eklipse and the Expert working Group (EGW) members, that will work together to answer the request. With it, all parts agree to comply with the terms and covenants on how to deal with Confidential Information that may be in play.

### Template of non-disclosure agreement:

THIS AGREEMENT [the Agreement] is entered into on this [insert number of day] day of [insert Month and year] by and between:

1. Eklipse, having its registered office or based in [the Natural Environment Research Council (NERC), UK] hereinafter referred to as Eklipse and,
2. [Insert official name of the EWG member], having its registered office or based in [insert the Legal Address] hereinafter referred to as the EWG member.

#### WHEREAS:

Eklipse and the EWG member hereto agree to work together in order to answer a selected request from policy and other societal actors within a specific time frame and an allocated budget.

Throughout the development of this activity, Confidential Information might be shared with and/or amongst the members of the EWG, subject to the terms and covenants set forth below.

Due to the workings of the Eklipse EWGs, members are often both disclosers and recipients of information.

#### IT IS AGREED AS FOLLOWS:

##### 1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

1. (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
2. (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;

3. (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
4. (iv) trade secrets; plans for products or services, and customer or supplier lists;
5. (v) any personal data, including contact details and/or affiliation;
6. (v) any other information that should reasonably be recognized as Confidential Information by the discloser.

1.2 Eclipse and the EWG member agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledges that the Confidential Information has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

(i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;

(ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);

(iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;

(iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);

(iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

## 2. Purpose of the Disclosure of Confidential Information

Eclipse and the EWG member will work together in order to answer a selected request from policy and other societal actors within a specific time frame and an allocated budget, in the recipient's capacity as member of an Eclipse Expert Working Group.

During the implementation of this work, it is expected that some information of a confidential nature, might need to be used/shared/collected amongst members of the EWG.

### 3. Undertakings of the EWG member

3.1 In the context of discussions, preparations or negotiations, Eklipse and/or the EWG may disclose and/or collect Confidential Information. The EWG member agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of Eklipse.

3.2 The EWG member will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the EWG member will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The EWG member will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The EWG member will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The EWG member shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of Eklipse and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The EWG member shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The EWG member agrees that Eklipse will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The EWG member shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non- infringement of third-party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute a partnership between Eklipse and the EWG member.

#### 4. Miscellaneous

##### 4.1 Duration and Termination

4.1.1 This Agreement shall remain in effect for the duration of the Expert Working Group work. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

##### 4.2 Applicable Law and Jurisdiction



This Agreement shall be construed and interpreted by the laws of Belgium. The court of Brussels shall have jurisdiction.

#### 4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

#### 4.4 Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

#### 4.5 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

On behalf of Eklipse [insert name of representative and signature]

On behalf of the EWG member [insert name of representative and signature]

Done at [place] on [date]

# **ANNEX: 3. Measure 7. Transparent procedures.**

All Guidance notes can be found on our website: <http://eklipse.eu/ethical-framework/>