

Code of Ethics

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1. Introduction

The mission of GARDP Foundation (“**GARDP**”) is to bring together the public and private sectors to develop new treatments for bacterial infections. We ensure responsible and sustainable access, addressing the public health impact of antibiotic resistance.

“**GARDP Members**” shall mean any member of the Board, regional governing bodies, consultative bodies set upon GARDP By-laws (e.g. Scientific Advisory Committee, DPAC, Audit Committee, etc.), the Executive team and all staff members of GARDP or working on behalf of GARDP.

We are all committed to a supportive and safe work environment, where GARDP Members have the opportunity to reach their fullest potential. GARDP Members are expected to do their utmost to create a workplace culture that is free of harassment, intimidation, bias and discrimination.

GARDP Members, as well as consultants and service providers hired by GARDP, must read this code of ethics (the “**Code**”) and GARDP’s values, and follow both in spirit and letter, always bearing in mind that each of us has a personal responsibility to incorporate, and to support other GARDP Members to incorporate, the principles of the Code and values into our work.

1.1 Purpose of the Code

The purpose of this Code is to ensure a clear, achievable and relevant standard of ethical conduct for our activities. GARDP is committed to the highest level of integrity to ensure trust and confidence in GARDP’s operations.

Based on this commitment, this Code outlines the principles to which GARDP is committed. GARDP Members are therefore expected and required to conduct themselves according to both the language and spirit of this Code.

This Code reinforces our core values, by preventing and managing potential and actual conflicts of interest involving our organization.

This Code provides a framework for all GARDP policies to structure and provide understanding of the underlying ethical principles within GARDP policies. This Code shall be interpreted in light of other GARDP’s policies including:

- GARDP HR policy
- GARDP Procurement policy
- GARDP Signature policy
- GARDP Conflict of interest policy
- GARDP Fraud and Corruption Prevention policy
- GARDP Policy on clinical deviation, misconduct and fraud management
- GARDP Travel policy

And other policies as may be developed from time to time,

Together with all applicable laws and regulations.

1.2 To whom this Code applies

This Code applies to all GARDP Members.

Moreover, while the Code is designed for GARDP Members, we require GARDP contractors, consultants, and others who may be temporarily assigned to perform work or services for GARDP at GARDP's offices, as well as services providers and consultants hired by GARDP to perform services, (collectively "**GARDP Providers**"), to read and follow the Code in connection with their work for GARDP.

This Code shall be implemented immediately by GARDP Members and GARDP Providers upon its approval by the Board. If necessary, an addendum shall be signed between GARDP and relevant local entities to reflect local requirements.

Compliance to this code is part of the employment or fiduciary obligations of any GARDP Members and part of the contractual obligations of any GARDP Providers.

GARDP expects and requires all GARDP Members to read and follow the Code of Ethics. Failure to do so may result in disciplinary action, including termination of employment contract as foreseen by the Swiss Labor law, or other applicable laws, in case of material failure to this Code.

Each GARDP Member shall sign the attached individual certification form in Appendix 1 of this Code when he/she first read this Code and she/he shall send the signed document to Human Resources. An annual training on the principles of this Code will be provided to GARDP Member.

A material failure of a GARDP Provider to follow the Code may result in termination of their contractual relationship with GARDP.

2. Guiding principles, scope and purpose

2.1 Integrity

GARDP Members must fulfill their tasks with impartiality, honesty and integrity at all times. Staff members are the face of GARDP and are perceived as representatives of the organization. As such, GARDP Members have a duty to:

- in undertaking activities for GARDP, always act in the best interests of GARDP,
- represent GARDP with loyalty and respect the confidentiality and reputation of GARDP,
- be honest and impartial in their work, acting ethically and with integrity,
- seek expert guidance if in doubt about propriety of situation,
- engage only in activities or practices that support the welfare of individuals, patients and society as a whole, and
- avoid committing any form of business, scientific or research misconduct.

2.2 Privacy

GARDP is continually improving its privacy practices and preserving our stakeholders trust requires that each of us respect and protect the privacy and security of information. GARDP is committed to protecting data subjects and GARDP Members privacy to the maximum extent possible and comply with the Swiss Federal Act on Data Protection (1992, "FADP") as well as European General Data Protection Regulation ("GDPR") introduced in May 2018, as other applicable laws and regulations.

Examples of private information includes, without limitation:

- Proprietary information about GARDP,
- Documents containing sensitive data,
- Medical records of patients,
- Personnel files of GARDP Members, and
- Access to work areas and laptops.

GARDP Members shall know their responsibilities under these procedures, and shall collect, use, and access GARDP Members' or stakeholders and other data subjects' personal information only as authorized by our privacy statement, and applicable data protection laws.

GARDP is committed to advancing privacy for our stakeholders around the world. We will always seek to implement internationally recognized standards that respect the rights of patients as we enroll them in clinical trials, develop treatments, develop R&D activities in diverse regions, and respond to governmental agencies (FDA, EMA, etc.) requests to access stakeholders' information for regulatory approval purposes.

2.3 Equal Opportunity, Harassment & Discrimination

GARDP is continually working to achieve a positive environment, characterized by professional, dignified, and respectful conduct. GARDP values a work atmosphere where every GARDP Member, stakeholder and patient are treated, and treat each other, fairly and with respect and dignity. GARDP supports equal opportunity for each employee or job applicant and promotes diversity.

GARDP strictly prohibit discrimination or harassment on the basis of appearance, existence or perception of any criteria, including, but not limited to, race, color, religion, sex, gender, national origin, age, marital status, mental or physical disability, medical condition, sexual orientation, trade union activity, political opinion or any other characteristics protected by law and in any form – verbal, physical, or visual, as discussed more fully in GARDP "*Harassment, Abuse of Power and Safeguarding Policy*".

Conduct involving discrimination or harassment by GARDP Members will not be tolerated and will be responded to in accordance with the relevant Policies.

If a GARDP Member believes he/she has been bullied or harassed by anyone at GARDP, or by a GARDP partner or GARDP Provider, GARDP strongly encourage him/her to immediately report the incident to his/her supervisor, Human Resources or both. Similarly, supervisors and managers who learn of any such incident shall immediately report it to Human Resources. Human Resources will

promptly and thoroughly investigate any complaints and take appropriate action, as described more in detail in the "*Abuse of Power, Harassment and Safeguarding Policy*". GARDP will also ensure that measures for independent review of concerns are in place.

If a GARDP Provider believes he/she has been bullied or harassed by anyone at GARDP, GARDP strongly encourage him/her to immediately report the incident to his/her supervisor and GARDP compliance.

2.4 Safe Workplace, Drug and Alcohol Abuse

GARDP is committed to a safe work environment, and GARDP will not tolerate any level of violence or the threat of violence (physical or otherwise) in the workplace which must be a safe place. Under no circumstances shall anyone bring a weapon or a fake weapon to work or any place where GARDP conducts business or otherwise conduct themselves in a violent manner. If a GARDP Member become aware of a violation of this Code, such behavior shall be reported to Human Resources immediately.

GARDP is also a workplace that aims to be free from tobacco use, illegal drugs and harmful use of alcohol. GARDP Members are expected to exercise good judgement and not engage in a way that leads to impaired performance or inappropriate behavior, endangers the safety of others, or violates the law.

2.5 Retaliation Protections

Retaliation is any direct or indirect detrimental action recommended, threatened, or taken because an individual engaged in an activity.

It is GARDP's policy to encourage freedom of speech and ability to raise concerns about suspected misconduct or violation as set forth in 2.6 below and to protect all GARDP Members from reprisal, retaliation or other adverse action.

Retaliation in the workplace encompasses a range of behavior, from a remark to an administrative action affecting a staff member's work program or employment.

If someone believes she/he is being retaliated against, she/he shall contact the Human resources (at adecool@gardp.org) or/and GARDP compliance (at compliance@gardp.org). More details are provided in the "*Abuse of Power, Harassment and Safeguarding Policy*".

2.6 Ability to Report

GARDP Members and GARDP Providers shall feel free to report, and are encouraged to raise concerns about, suspected misconduct or violation of this Code to GARDP compliance (at compliance@gardp.org).

The reporting shall have reasonable grounds for suspecting a violation and be done in good faith. Knowingly reporting false information is contrary to this Code.

When a violation or suspected violation of the Code is reported, GARDP will handle this matter seriously. All reports will be addressed in a timely and confidential manner.

The reportee will be informed of the process and confidentiality will be respected by GARDP.

Identity and information provided will be strictly shared on a “need-to-know” basis with those responsible for resolving the concern.

Corrective action will be implemented as appropriate and the reportee will receive feedback.

Any GARDP’s Member or GARDP Provider who violate the Code will be held accountable and may be sanctioned accordingly. This may include termination of GARDP’s relationship with that GARDP Member or GARDP Provider and pursuit of matters with the civil or criminal legal system as appropriate.

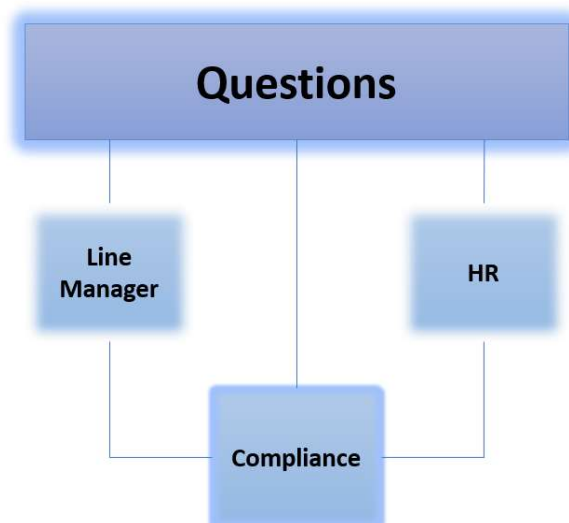
Further developments of this Code in relation with this Section 2.6 will be provided at a later stage in a specific policy.

2.7 Advice & Guidance

In a situation where a GARDP Member is not clear about any aspect of the Code or are struggling to make a decision about an action to take in a situation, seek further guidance. First, the GARDP Member shall contact his/her line manager – where it is possible to do so. If the GARDP Member feel he/she cannot defer to his/her line manager as a first point of contact, then GARDP Human Resources representative and GARDP compliance are available to discuss.

If such GARDP Member is still unclear, then he/she shall revert to GARDP Human Resources team and GARDP compliance.

Send any questions/comments to compliance@gardp.org; His/her comments or questions will be treated in a sensitive, diligent and respectful manner.



3. Conflicts of Interest

This section of the Code shall be read together with GARDP's Conflict of Interest Policy.

A conflict of interest may occur if a relationship or activity influences or appears to influence the ability of an individual to exercise objectivity or impairs the individual's ability to perform his or her employment responsibilities in the best interests of the organization.

In order to ensure a clear, achievable and relevant standard of ethical conduct for the activities and decision-making, all GARDP Members shall disclose their potential financial conflict of interests according to "*GARDP Conflict of Interest Policy*".

There is a potential conflict of interest when:

- a GARDP Member or any Associated Person, as defined in the Conflict of Interest Policy, receives a financial or other significant benefit as a result of this position;
- a GARDP Member has the opportunity to influence the organization's granting, business, administrative, or other material decisions in a manner that leads to personal gain or advantage; or
- a GARDP Member has an existing or potential financial or other significant interest which impairs or might appear to impair his/her judgment in carrying out his/her responsibilities to the organization.

The reputational risks inherent in a conflict of interest are of particular importance to GARDP given its reliance on the cooperation and support of its stakeholders and donors.

That is why GARDP Member must always be alert and consider how actions both inside and outside GARDP may be viewed by a third party. Having a potential or perceived conflict of interest does not necessarily mean a GARDP Member has done something wrong. However, promptly disclosing and dealing with the conflict is critical to avoiding potentially serious consequences.

3.1 Personal Investments

GARDP Member shall avoid making personal investments in companies that are GARDP suppliers or business partners when the investment might cause, or appear to cause, such GARDP Member to act in a way that could harm GARDP or to use inside information.

When determining whether a personal investment creates a conflict of interest, consider the relationship between the business of the outside company, GARDP's mission, and what a GARDP Member does at GARDP, including whether the company has a business relationship with GARDP that he/she can influence, and the extent to which the company conflicts with GARDP social mission. GARDP Member shall also consider (without limitation):

- 1) any overlap between his/her specific role at GARDP and the company's business,
- 2) the significance of the investment, including the size of the investment in relation to his/her net worth,
- 3) whether the investment is in a public or private company,
- 4) the ownership percentage of the company, and
- 5) the extent to which the investment gives him/her the ability to manage and control the company.

3.2 External Activities (ie Advisory Roles, Board Seats, etc.)

Each GARDP Member brings unique knowledge and experience to the organization, often built on and cultivated through outside activities. GARDP recognizes and supports the important roles that GARDP Members may have outside the organization. It is important, however, to carefully evaluate private activities to ensure that official duties and personal activities do not pose a conflict of interest.

Prior to accepting employment, advisory positions, or board seats with private companies, other not-profit organizations or business partners, each GARDP Member shall evaluate if his/her judgment could be, or could appear to be, influenced in a way that could harm GARDP and ensure that all such appointments are notified/agreed with GARDP prior to taking up such positions.

Additionally, because board seats come with fiduciary obligations that can make them complicated from a conflict of interest perspective, each GARDP Member shall notify his/her manager before accepting a board seat with any other entity. GARDP board members, SAC Members, Audit Committee members and SAC members shall notify the Chair of the Nomination, Remuneration and Safeguarding Committee.

3.3 Intellectual Property

Most GARDP Members are both users and producers of intellectual property.

Developing or helping to develop outside treatments that:

- a) relate to GARDP's existing or reasonably anticipated treatments or
- b) relate to his/her position at GARDP, or
- c) are developed using GARDP resources

may create conflicts of interest. Subject to the employment agreement, the intellectual property right belongs to the organization.

GARDP Members are expected to be responsible users of works subject to intellectual property rights protection by citing their sources, recognizing and giving credit for contributions of others, and obtaining permission, especially when we intend to share the work with partners.

Inappropriate use of works subject to intellectual property rights protection may result in disciplinary action.

If GARDP Members have any questions about potential conflicts or intellectual property ownership, they should contact the Legal team at Legal@gardp.org.

3.4 Personal & Co-Workers Relationships

GARDP recognizes that a personal relationship may exist or develop between people employed by GARDP or working with GARDP.

Personal and intimate relationships in particular, between colleagues shall not interfere with work or create an environment where other colleagues might feel uncomfortable or professionally disadvantaged because of the relationship.

The fact that a relative, spouse/significant other, or close friend works at GARDP or becomes a GARDP Provider or business partner does not mean there is a conflict of interest. However, participating in management of or decision-making regarding potential or existing GARDP business relationships involving a relative or friend can be sensitive and could create the appearance of a conflict of interest.

GARDP Member shall discuss the relationship with his/her manager and Human Resources, or report, as the case may be, in accordance with GARDP's Conflict of Interest Policy

3.5 Gifts, Entertainment, and Other Business Courtesies

Gifts from third parties (pharmaceutical companies, contract research organizations, vendors, NGO, GARDP Provider etc.) may not be accepted as they could compromise our independence or create an inducement to promote or prescribe a drug.

Entertainment costs such as meals are acceptable as part of business meetings as long as they remain modest (at EUR 50 or less, as applicable) and do not conflict with laws or policies.

3.6 Use of GARDP assets

GARDP Members are entrusted with a special responsibility to protect GARDP assets.

Our data and other GARDP information, office equipment, tools, supplies, facilities and services must be used only for authorized purposes, and GARDP Members must maintain, account for, use and dispose of them properly. Unauthorized removal or destruction of GARDP assets is strictly prohibited and can lead to disciplinary measures.

If a GARDP Member find him/herself subject to a conflict of interest regarding the use of GARDP's assets, tools, or information, discuss the situation with his/her manager, or Human Resources. Misuse of these assets can lead to disciplinary measures.

4. Preserve Confidentiality

GARDP is a not-profit research and development organization focused on developing new and improved treatments for bacterial infections. Certain kinds of information, if leaked prematurely into the press or to third parties, can hurt a project or program launch and prove costly in other ways. GARDP responsibilities extend beyond not revealing confidential GARDP material – each GARDP Member and GARDP Provider must also:

- properly secure, label, and (when appropriate) securely dispose of Confidential GARDP material,
- safeguard confidential information that GARDP receives from others under non-disclosure agreements,
- strictly use and share the confidential information on a “need-to-know” basis, and
- take steps to keep trade secrets and other confidential intellectual property secret.

4.1 Confidential Information

All GARDP Members and GARDP Providers have the responsibility to protect the private, personal and confidential information entrusted to GARDP’ care. Proprietary information about GARDP or its employees, or confidential information about a company, organization or any individual having a relationship with GARDP, must not be disclosed unless disclosure is authorized or legally mandated. In addition, confidential information provided by a partner organization under a confidentiality agreement must also be protected from disclosure and must not be used except for its intended purpose and shared only a need-to-know basis.

GARDP Members advice to protect confidential information:

- Demonstrate good judgment with e-mail and other media.
- Respect the privacy of co-workers by avoiding gossip.
- Respect the personal property of co-workers.
- Treat GARDP documents and others carefully to protect their confidentiality, within and outside the office.

Any unauthorised use or disclosure of confidential information violates GARDP policy. The obligation to safeguard confidential information continues after employment or service with GARDP ends.

If GARDP Members need any guidance, they should feel free to contact the Human Resources and GARDP Legal Team.

4.2 GARDP Partners /external parties

As it is important not to disclose GARDP confidential information, it’s equally important not to disclose any confidential information from GARDP partners.

Disclosing to or receiving from external parties and partners confidential information shall be carefully reviewed and discussed first with the legal department and R&D/Business Development.

GARDP Member shall not accept confidential information from other organizations without first having all parties sign an appropriate non-disclosure agreement approved by the Legal department. Even after the non-disclosure agreement is signed, information disclosed shall be as minimum as possible to reach GARDP business objectives and any disclosure shall be tracked thoroughly.

4.3 GARDP Data

GARDP is entrusted to protect and safeguard the integrity and accuracy of the data it receives from partners, collaborators, patients, data subjects and GARDP Members. This means that we must be careful when we share information with others. Information can refer to hard copy and electronic records, as well as GARDP's information systems.

Use confidential information when authorized and reasonably necessary for valid business purposes within the scope of GARDP Members' work at GARDP. Take all reasonable steps to maintain the confidentiality of any such information just as they would for GARDP confidential information. Any disclosure shall be tracked thoroughly.

Don't disclose any confidential information about GARDP and/or any GARDP business partner, including financial, partner, business, technical, or IP information, before obtaining appropriate sign-off from Legal, which may include getting consent from related GARDP organizations such as WHO and DNDi.

4.4 Media Relations and Public Statements Social Media

GARDP Members speaking to the media on subjects within their area of responsibility and expertise shall bear in mind that they speak for GARDP, not as an individual, an academic or an independent expert in their field.

In outside communications (including online and social media posts), GARDP Members shall not disclose GARDP confidential proprietary information or represent that they are speaking on behalf of GARDP unless they are authorized to do so by GARDP.

Each GARDP Member shall always speak responsively in outside communication having in mind he/she will be perceived as GARDP representative.

Before making any external communication or disclosure, he/she shall consult his/her line manager, Head of Communications, or Director of External Affairs. Additional information and guidance about media communications can be requested from the Head of Communications.

5. Protect GARDP's Assets

As a not-for-profit organization with a social mission to address antibiotic resistance, GARDP Members must conserve GARDP's resources and protect our assets and information.

5.1 Intellectual Property

GARDP's intellectual property rights (trademarks, logos, copyrights, trade secrets, "know-how", and patents) are valuable assets and GARDP Members and GARDP Providers must be careful to protect and use it properly and in compliance with GARDP social mission. GARDP also respects the intellectual property of others and when it is in GARDP care, GARDP protects it in the same manner as its own.

Each GARDP Member and GARDP Provider must respect all copyright and other intellectual property laws, including use of copyrights, trademarks, and brands. Each GARDP Member and GARDP Provider must never use GARDP's (or its affiliated entities') logos, marks, or other protected information or property for any business or project in accordance with internal brand guidelines. Each GARDP Member and GARDP Provider shall report any suspected misuse of trademarks, logos, or other GARDP intellectual property to the Legal department.

Inappropriate use of works subject to intellectual property rights protection may result in disciplinary action. To avoid inappropriate use such as plagiarism or infringement, GARDP Members are encouraged to seek guidance from the Legal department before soliciting, accepting, or using proprietary information from individuals outside GARDP or letting them use or have access to GARDP proprietary information.

5.2 Use of GARDP Equipment and Facilities

GARDP Members are responsible for ensuring that company equipment (computers, telephone, devices, network, etc.) are used for official business. Reasonable personal use of GARDP's equipment, resources or services may be acceptable in particular internet, e-mail and telephone, but must be kept to a minimum and not conflict with the interests of GARDP. Moreover, any such use must not disrupt the work of colleagues, or over-burden the electronic network.

GARDP Members shall be aware that all communications sent to, from, or stored in GARDP systems, and such communications may be subject to system monitoring and storage.

Questions regarding use of GARDP resources and facilities shall be directed by GARDP Members to their line manager or Human Resources.

5.3 The Network

GARDP's communication facilities (which include both network and the hardware that uses it, like computers and mobile devices) are a critical aspect of our organization property, both physical and intellectual. Each GARDP Member and GARDP Provider shall follow all security policies. In case a GARDP Member or GARDP Provider has any reason to believe that our network security has been violated – for example, lost laptop or smart phone or think that the network password may have been compromised – please promptly report the incident to the IT Helpdesk. For more information, consult the "*GARDP Information System and Technology Policy*".

6. Ensure Financial Integrity and Responsibility

Financial integrity and social responsibility are core aspects of GARDP's professionalism. This is more than accurate reporting of our financials. The money spent on behalf of GARDP is provided by funders to support the social mission of GARDP. Each GARDP Member has a role in making sure that money is appropriately spent, our financial records are complete and accurate, and internal controls are honored.

GARDP maintains a system of internal controls (Internal Control System – ICS) to reinforce compliance with legal, accounting, tax, and other regulatory requirements in every location in which GARDP operates. In the context of full audit scope according to Swiss auditing standards, external auditors must certify each year that our system of internal controls (ICS) is adequate and working effectively. This statement is included in their audit opinion which is included in GARDP's Annual Report.

GARDP Members shall stay in full compliance with our system of internal controls and GARDP procedures, and shall not hesitate to contact compliance@gardp.org or Finance in case of any questions. What follows are some core concepts that lie at the foundation of financial integrity and social responsibility at GARDP.

6.1 Spending GARDP's Money

A core GARDP value is appropriate stewardship of funds. When submitting an expense for reimbursement or making an expenditure on GARDP's behalf, GARDP Members shall make sure that the cost is reasonable, directly related to business, and supported by appropriate documentation. GARDP Members shall always record the business purpose and comply with other submission requirements as per the GARDP Professional Travel and Reimbursement Policy. If a GARDP Member is uncertain about an expenditure, he/she shall check with his/her manager. Managers are responsible for all funds spent and expenses incurred by their direct reports and shall carefully review such expenses before approving.

6.2 Signing a Contract

Each time GARDP enter into a business transaction or contract, there shall be documentation recording that agreement. This documentation shall be approved by the management, the budget holder, Finance and Legal. GARDP Member shall be aware that even email or oral commitment can create a contractual relationship, and therefore shall be handled carefully.

Signing a contract on behalf of GARDP commits GARDP to legal obligations and may have far reaching implications (even if the contract has zero financial value).

Contracts shall only be entered into on behalf of GARDP if the following criteria are met:

- Contract shall only be signed by authorized signatory for GARDP under GARDP Signature Policy. Each GARDP Member shall refer to the "GARDP Signature Policy" to determine whether or not he/she is authorized to sign

a contract. If he/she is unsure whether he/she is authorized, it is likely such GARDP Member is not authorized to sign and shall ask his/her manager, Finance or Legal.

- The contract has been approved by Legal and Finance. Approved GARDP form contract/template specifically provided by Legal can be used to the extent there is no changes to the form contract/template and the form is used for its intended purpose.
- Each contract shall be reviewed with its terms fully understood and approved so that entering into the contract is in GARDP's interest.

All contracts at GARDP shall be in writing and shall contain all of the relevant terms to which the parties are agreeing. Amendment to existing contract shall be handled the same way that the original agreement. – GARDP does not permit "side discussions," oral or written, in relation with an agreement.

Once signed, each contract shall be stored (both physically and electronically) in compliance with GARDP policy and using the appropriate tools (M-Files).

6.3 Recording Transactions

If a GARDP Member's job involves the financial recording of transactions, he/she shall ensure that he/she is fully familiar with all of the GARDP policies and procedures that apply, including our Revenue Recognition Policy and our Procurement Policy.

Any transactions shall be immediately reported to Finance in case it has not being recorded correctly.

6.4 Reporting Financial or Accounting Irregularities

Each GARDP Member shall never, ever interfere in any way with the auditing of GARDP's financial records. Similarly, each GARDP Member shall never falsify any record or account, including time reports, expense accounts, and any other GARDP records.

Each GARDP Member shall familiarize him/herself with GARDP Finance Policies and procedures. If he/she suspects or observes any of the conduct mentioned above or, for that matter, any irregularities relating to financial integrity or fiscal responsibility, no matter how small, he/she shall immediately reports them to Compliance by writing to Compliance@gardp.org

6.5 Hiring Suppliers

In order to make best use of the public funding GARDP receives, GARDP has implemented a Procurement Policy. All GARDP Members shall comply with our procurement processes and work with our Procurement department to obtain the best possible deal for GARDP. This almost always requires that GARDP Members work with the Procurement Team to solicit competing bids to make sure that GARDP is getting the best offer. While price is very important, it is not the only factor worth considering. Quality, service, reliability, social and environmental responsibility policies of potential suppliers and the terms and conditions of the

proposed deal may also affect the final decision and are taken into account by the Procurement Team. GARDP Members shall not hesitate to contact the Procurement Team in case of any questions regarding how to procure goods or services and shall ensure to follow our bidding process outlined in our “*GARDP Procurement Policy*”.

6.6 Retaining Records

It is important that records are kept for an appropriate length of time. Keep in mind that legal or regulatory requirements, accounting rules, and other external sources sometimes specify retention periods for certain types of records. In addition, if asked by Legal or the R&D team (for regulatory and quality regulations) to retain records relevant to a litigation, audit, or investigation, GARDP Members and GARDP Providers shall do so until Legal or R&D team indicates retention is no longer necessary. In case of any questions regarding the correct length of time to retain a record, GARDP Members shall contact the Legal or R&D team or Finance Team according to the type of record.

7. Obey the Law

GARDP takes its responsibilities to comply with laws and regulations very seriously and each GARDP Member and GARDP Provider is expected to comply with applicable legal requirements and prohibitions. No GARDP Member or GARDP Provider shall commit an illegal act or instruct others to do so for any reason.

in case of any doubt about the laws or correct course of action, each GARDP Member shall consult with his/her Human Resources, Legal and Compliance teams.

7.1 Insider Trading Laws

As stated earlier, GARDP Members share internally information, including non-public information, about GARDP’s business operations. GARDP has also collaboration agreements with pharmaceutical and biotech companies which are publicly listed. GARDP Members may overhear a hallway conversation or come across a memo, either of which might involve confidential information of such a partner. Using this non-public information to buy or sell stock, or to pass it along to others so that they may do so, could constitute insider trading. Insider trading not only violates this Code, it violates the law.

7.2 Anti-bribery Laws

Like all organizations, GARDP is subject to lots of laws that prohibit bribery in virtually every kind of commercial or business setting. The rule for each GARDP Member and GARDP Provider at GARDP is simple – don’t bribe anybody, anytime, for any reason and never accept any bribe. GARDP has a zero-tolerance policy for bribery.

7.3 Non-government relationships

Each GARDP Member and GARDP Provider shall be careful in case he/she gives gifts and pay for meals or other business courtesies on behalf of GARDP. GARDP want to avoid the possibility that the gift, entertainment, or other business courtesy could be perceived as a bribe, so, when it shall or cannot be purely avoided, it's always best to provide such business courtesies infrequently and, when we do, to keep their value moderate. Each GARDP Member shall consult "*GARDP's Fraud and Corruption Prevention Policy*" before providing any business courtesies and contact Ethics & Compliance if he/she has any questions.

7.4 Government relationships

Offering gifts, entertainment, or other business courtesies that could be perceived as bribes becomes especially problematic and potentially illegal when dealing with a government official. "Government officials" include any government employee; candidate for public office; or employee of government-owned or -controlled companies, public international organizations, or political parties. In most parts of the world, doctors and other health care providers are government officials.

Several laws, regulation and international conventions around the world, including the U.S. Foreign Corrupt Practices Act, the French Loi Sapin II and the UK Bribery Act, specifically prohibit offering or giving anything of value to government officials to influence official action or to secure an improper advantage. This not only includes traditional gifts, but also things like meals, travel, political or charitable contributions, and job offers for government officials' relatives.

GARDP Members and GARDP Providers shall never give gifts to thank government officials for doing their jobs or giving a grant to GARDP. In some limited cases, it can be permissible to make infrequent and moderate expenditures for business entertainment for government officials that are directly tied to promoting GARDP and our social mission (e.g., providing a modest meal at a hosting event organized by GARDP). GARDP Members shall always check with legal and line manager for question and validation in relation with such payment and if permitted under applicable law), such expense may require pre-approval from their line manager.

In sum, before inviting any government official, each GARDP Member and GARDP Provider shall consult "*GARDP's Fraud and Corruption Prevention Policy*" and "*GARDP Conflict of Interest Policy*". Carefully follow the threshold limits and prohibitions described there, and obtain any required pre-approvals.

8. Conclusion

GARDP aspires to fulfill its social mission following the highest ethical standards. It is impossible to outline every possible ethical scenario we might face. Instead, we rely on one another's good judgment to uphold a high standard of integrity for ourselves and our organization. We expect all GARDP Members to be guided by both the letter and the spirit of this Code.

If GARDP Members have any questions, they should contact their manager or send their queries to compliance or the Human Resources Team at compliance@gardp.org.

9. Key Contacts (June 2020)

Until a whistle blowing policy is implemented by GARDP, reporting and any question can be made to the following persons:

Title	Name	e-mail address	Phone number
Reporting Mailbox	Director of Internal Operations + Head of HR &BS	compliance@gardp.org	
Director of internal Operations	Pierre-Yves Delhez	pydelhez@gardp.org	+41.22.940.73.54
General Counsel Legal	Vincent Constantin	vconstantin@gardp.org legal@gardp.org	+41.22.555.19.34
Head of HR & BS	Angela Decool	adecool@gardp.org	+41.22.907.76.07
Executive Director	Manica Balasegaram	mbalasegaram@gardp.org	+41.22.907.77.13
Chair of the Audit committee	Frédéric Vallat	Frederic.Vallat@gardp.org	Email communication

[Appendix 1: Individual certification form](#)

CERTIFICATION

I acknowledge that I have read the GARDP Code of Ethics and understand its content.

I understand my obligations and diligence to comply with the principles and content of the Code.

I further understand that any violation of the Code may subject me to disciplinary measures, including dismissal, termination of my relationship with GARDP, in according with local labor law.

Name: _____

Title: _____

Date: _____

Signature: _____