

DEVELOPING COUNTRIES VACCINE MANUFACTURERS NETWORK INTERNATIONAL

Nyon, Switzerland

CONFLICT OF INTEREST POLICY

1. INTRODUCTION

The Members of the Board and of the Secretariat ("**Members**") of Developing Countries Vaccines Manufacturers Network International ("**DCVMN**" or the "**Association**") serve the public purposes to which the Association is dedicated and accordingly have a duty to take all decisions solely in its best interests. This duty requires that a Member does not disclose or use any information received as a Member for purposes other than in the interests of the Association, and that the Association is informed of all transactions and arrangements in which Members may have an interest.

2. PURPOSE OF THIS POLICY

To ensure a fair decision-making and to protect the interests of the Association, the Board Members have adopted this Conflict-of-Interest Policy (the "**Policy**"). This policy requires that Members conduct themselves in a manner that will avoid actual or potential conflicts of interest. The Board may adopt whatever procedures it sees fit to ensure that Members comply with this Policy.

3. DEFINITIONS AND PROHIBITION

3.1 Definitions

- (a) For the purposes of this policy, the family of a Member includes parents, stepparents, siblings, spouse, domestic partners and children.
- (b) Member's associates include any person, organization or enterprise with respect to which the Member or any of his/her family member:
 - (i) is a director, officer, employee, member, partner, agent, consultant or trustee;
 - (ii) is able to exercise control or otherwise significantly influence policy; or
 - (iii) has existing business, contractual or other financial relationship, or has sought such a relationship.

3.2 General rule

- (a) Except as provided in section (b) below, a Member must place the Association's interests ahead of any individual or third party's interest. No Member may use his/her membership at the Association to make a profit or to gain other advantages, either personally, for a family member or for an associate.
- (b) Any Member who holds any advisory or fiduciary position with the Association, or is party to a contract with any organization that donates or is a potential donor to the Association, must disclose the relationship at the earliest opportunity as set forth below in Section 5. Such a relationship will not act to exclude a Member from participation at meetings provided that such participation is approved unanimously by the other Members taking part to such meeting.

4. CATEGORIES OF CONFLICTS OF INTEREST

A conflict of interest may arise when a Member (including his/her family members and associates):

- (a) is a party to a transaction, arrangement or collaboration with the Association, or benefits from the Association's support;
- (b) is a party or collaborator in any proposal for support submitted to the Association;
- (c) has a compensation, ownership or other financial interest in an entity with which the Association has entered or is entering into a transaction or arrangement, or from which the Association has received a proposal;
- (d) has a compensation, ownership or other financial interest in an entity that has the possibility for gain or loss as a direct result of the Association action on a particular matter;
- (e) may receive a financial or other material benefit from knowledge or confidential information acquired as a result of his role as a Member; or
- (f) acts as official of, or as advisor to, any governmental agency which has regulatory or supervisory power over the Association.

5. DUTY TO DISCLOSE ACTUAL OR POTENTIAL CONFLICTS OF INTEREST

Current Members shall disclose all actual or potential conflicts of interest by completing the template set out in **Annex 2** (each a "**Disclosure Statement**").

Each new Member is requested to disclose all actual or potential conflicts of interest on or before commencement of his/her membership at the Association by completing the template set out in **Annex 2** (also a Disclosure Statement).

The Disclosure Statement of each Member shall be updated once a year. For this purpose, the Secretariat shall send to each Member his/her current version of the Disclosure Statement at the end of each calendar year.

In the event a Member is aware that the Association has entered or may enter into a situation or transaction involving a possible conflict of interest for that Member (to the extent not already disclosed in his/her Disclosure Statement), such Member shall immediately inform the Chair (or Cochair) of the Board of the existence of a conflict of interest. Such notice shall be given before participating in any meeting at which the transaction giving rise to the conflict is to be discussed.

6. PROCEDURES FOR DEALING WITH CONFLICTS

In each case, the Board (without the Member concerned by the conflict of interest) shall decide to what extent a conflict of interest exists and it may at its discretion waive such conflict in whole or in part, provided it does so before the Member participates in any meeting at which the situation or transaction giving rise to the conflict is discussed.

The waiver shall include the rationale for the waiver, a description of the facts upon which the waiver is granted, the nature of the interest and the particular matter(s) to which the waiver applies, along with any limitations on the Member's ability to act on such matter(s).

The Board and/or the Secretariat meeting minutes must include a record in writing of all waivers granted under this section.

7. THIRD PARTIES

The Secretariat shall ensure that all third parties having entered into a contractual relationship with DCVMN, such as for instance consultants and advisors, fill out the template set out in **Annex 2** to the extent such third parties are not already bound by rules preventing conflicts of interest. The Secretariat shall ensure that third parties having filled out this document update it on a yearly basis.

8. ACKNOWLEDGEMENT

The acknowledgement set forth below in **Annex 1** shall be completed and signed by all (current and new) Members.

9. SUPERSEDES PRIOR POLICIES

This Policy shall supersede and nullifies all prior policies and understandings, oral or written, executed by the members.

ANNEXE 1. ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Association's Conflict of Interest Policy, and I agree to comply with the procedures contained therein.

Name: _____

Relationship to the Association: _____

Signature: _____

Location & Date: _____

ANNEXE 2. DISCLOSURE STATEMENT TEMPLATE

In the space below, please list all entities that do or may do business with the Association and in which you, a family member or an associate has a substantial financial interest or any material interest.

(List name of entity and nature of interest)

(Attach additional sheets if necessary)

I, the undersigned, certify that the above information is correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____