



Third Party Code

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1. Introduction

The CEPI mission is to stimulate, finance and coordinate vaccine development against diseases with epidemic potential where market incentives fail; to support the capability to respond to novel pathogens with rapid vaccine development, if needed; and to enable access to these vaccines for affected populations during outbreaks.

CEPI is guided by five core values

- **Teamwork** - We act as one global team
- **Respect** - We search for different perspectives
- **Achievement** - We enter new territories with an open and challenging mindset
- **Integrity** - We do what is right
- **Transparency** - We share and we speak up

These values are at the heart of everything we do and our suppliers, awardees and business partners play an instrumental role in helping us deliver on our mission. To this end, this Third Party Code (the “Code”) is intended to ensure that projects we have funded, procurement activities and other engagements where external parties are contracted by CEPI, are executed in line with our values and supports CEPI’s mission.

Scope of application

The Code applies to contracting parties of CEPI, including individuals, organisations and companies that provide or are intending to provide goods or services, awardees receiving funding, and other business partners to CEPI and any of its affiliates and subsidiaries – all herein after named “Third Party” or “Third Parties” as the case may be. CEPI further expects Third Parties to ensure their own partners, sub-contractors and sub-awardees to comply with the Code.

The Code explains minimum standards of integrity and business conduct CEPI expects of the Third Parties with which it does business (and their sub-awardees and sub-contractors). As necessary, stricter rules may supplement as agreed between CEPI and Third Parties on individual basis.

2. Compliance to Laws, Regulations & The Code

In addition to complying with the provisions of this Code, Third Parties shall comply with all applicable provisions of local laws and regulations.

If provisions of the principles are in conflict with the applicable national law or regulation so that it would be a violation of applicable local legislation if principles were applied, Third Parties shall apply the highest standards consistent with current national legislation.

3. Due diligence and evaluation

CEPI is committed to reviewing and monitoring compliance with our policies and standards. As appropriate, we will evaluate the processes and controls of Third Parties and assess their ability to comply with the principles of this Code.

We expect Third Parties to cooperate, including remediating identified issues. CEPI will collaborate with Third Parties committed to improving conditions or issues identified with the goal of managing

risks and creating long term and sustainable value. In certain circumstances failure to comply with the Code may lead to CEPI suspending or terminating the relationship with a Third Party.

4. Reporting concerns to CEPI

CEPI prioritizes the prevention of misconduct and promotes a culture of openness and transparency. All Third Parties and other individuals are encouraged to report concerns of non-compliance of the Code. If you have concerns regarding breaches of this Code, please report such breaches immediately through our designated channels to CEPI. We rely on you to help make sure that CEPI is aware of and can correct any issues that may not be in line with our ethical standards.

Third Parties contracted by CEPI should address its concerns to their contact person in CEPI, but it will always be possible to report directly to CEPI Management. Concerns may also be communicated freely through CEPI's [electronic reporting channel](#).

5. Labour & Employment Practices

Freely Chosen Employment

Third Parties shall not use forced, bonded or indentured labour or involuntary prison labour. Third Parties shall ensure that the employment relationships with workers have been prepared voluntarily and without the use of threats

Child Labour and Young Workers

Third Parties shall not use the work performed by children and other young people, unless it nonetheless is considered acceptable under the ILO convention C 138. A "child" is understood in these principles any person under 15 years unless the relevant legislation sets a higher minimum for completion of compulsory schooling or for admission to employment, where in case the higher minimum age shall apply.

If it still appears that child labour is used by Third Parties, they shall immediately implement measures to correct the situation in accordance with what is best for the child. Third Parties shall ensure that persons under 18 do not perform hazardous work.

Non-Discrimination

Third Parties must comply with all applicable employment laws and regulations and shall provide a workplace free of harassment and discrimination. Third Parties shall not discriminate against individuals based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, marital status or other reasons prohibited by law.

Fair Treatment

Third Parties shall provide a workplace free of harsh and inhumane treatment (including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers) and free of threats of any such treatment. Harassment includes sexual harassment which can take many forms, including offensive and unwelcome sexual invitations, offensive and unwelcome conduct of a sexual nature and offensive and unwelcome physical contact of a sexual nature.

Wages, Benefits and Working Hours

Third Parties ensure that workers' wages meet the minimum wage requirements imposed by relevant legislation. The basis of wages to workers shall be communicated to them in good time and in a clear manner.

Third Parties shall ensure that the working time is not unreasonably long and that it as a minimum in accordance with applicable national law. Third Parties shall respect the individual worker needs for rest and ensure that all workers are entitled to suitable vacation from work with pay. Third Parties shall ensure that all workers have written contracts of employment where working conditions are presented in a language the worker understands.

Freedom of Association

Third Parties should encourage open communication and engagement with workers and/or their representatives to resolve workplace and compensation issues.

Third Parties shall respect the rights of workers, as set forth in local laws and regulations, to associate freely, join or not join labour unions, seek representation and join workers' councils. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation or harassment.

6. Health and Safety

Third Parties shall ensure that workers have a healthy and safe working environment in accordance with internationally recognized standards and applicable health and safety laws and regulations. Third Parties shall do its utmost to control risk and take necessary precautions to prevent accidents and occupational diseases. When necessary, should workers be provided with, and instructed to use, appropriate personal protective equipment.

Third Parties shall provide adequate and regular training to ensure that workers have adequate knowledge of environmental, health and safety issues. If Third Parties offer lodging to workers, Third Parties shall ensure that accommodation is clean, safe and that it covers workers' basic needs and the needs of their families where appropriate.

7. Business Practices

Third Parties shall conduct their business in an ethical manner and act with integrity. Specifically:

Anti-bribery, Corruption and other illegal business practices

Third Parties shall not pay bribes or provide anything of value, directly or indirectly through a third party, to a government or public official, political party or private person for the purpose of gaining an improper advantage, to win or retain business, to improperly influence the act or decision of that person or organisation, or to illegally influence the action of any individual, customer, company or company representative.

Third Parties must refrain from financial irregularities and organise its operations and internal control systems in a way that financial irregularities are prevented and detected, and keep accurate and transparent records that reflect actual transactions and payments. Third Parties shall not accept bribes or participate in other illegal inducements in business or government relationships.

Fair Competition and Antitrust

Third Parties shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable fair competition and anti-trust laws; for example by not engaging in price-fixing, illegal market sharing or any other conduct in violation of applicable competition laws.

Conflicts of Interest

Third Parties must disclose to CEPI management any perceived or actual conflicts of interest. CEPI management will review any apparent or actual conflicts, and if a conflict of interest is permitted, this decision must be documented. For CEPI funded projects conflict of interest arises specifically when personal interests or activities influence, or appear to influence, the ability to act in the best, objective interests of CEPI. Third Parties should disclose to CEPI if a CEPI employee or professional contracted by CEPI may have an interest of any kind in Third Parties' business or any current economic ties with Third Parties.

Gifts, Hospitality & Entertainment

Gifts, hospitality or entertainment are not expected in order to conduct business with CEPI. We will select Third Parties based on fair and objective standards and without favour or preference based on any personal relationship. We will only accept gifts and hospitality from anyone outside CEPI, or provide hospitality to them, if it is reasonable and appropriate in the circumstances. We will never accept any gifts or hospitality, either directly or through a third party (i.e. a family member or friend), that would, or might appear to i) place the CEPI or an employee under any obligation to an individual or organisation making the offer, or ii) compromise CEPI's or the employee's impartiality or otherwise be improper.

Economic sanctions and trade sanctions

Third Parties shall guarantee to not be listed on any sanctions list applicable; not to be subject to economic sanctions, embargoes or other similar restrictive measures imposed, administered or enforced by the EU, the EU Member States, the UN Security Council, the United States (including OFAC) or equivalent regulator of any other country that is relevant to this Agreement.

Third Party accordingly warrants that it is not owned (directly or indirectly) or controlled by a person or entity listed on a sanctions list. Third Parties shall guarantee not to, directly or indirectly, participate in, without prior permission from the competent authority (where permitted), in sanctioned activities that are prohibited.

Human Rights

Third Parties shall respect and uphold international human rights and should not contribute to any violation of human rights, including in particular laws and regulations prohibiting human trafficking and slavery.

8. Data Protection

Third Parties shall operate in a manner that is consistent with applicable data protection laws and regulations, including privacy and security protections that are appropriate to the sensitivity of the confidential and/or personal information collected or otherwise processed by Third Parties on behalf of CEPI. Third Parties shall have appropriate organisational structures and procedures as well as necessary technology to ensure the protection of confidential and/or personal information against accidental, unauthorised or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address technical and organisational security as well as confirmation of compliance with these requirements. Third Parties must comply with laws that govern cross-border data transmissions.

9. Environment

Third Parties shall apply a precautionary approach as regards environmental challenges, and should take the initiative and take actions to promote, a greater environmental responsibility and encourage

the development and promotion of environmentally friendly technologies. Third Parties shall minimize their environmental impact and continuously improve their environmental performance.

10. Management System

Third Parties shall use management systems to facilitate continual improvement and compliance with the expectations of this Code. The management system elements include:

Risk Management

Third Parties shall have mechanisms to determine and manage risks in areas addressed by this Code.

Accurate Records and Documentation

Third Parties shall maintain accurate records and documentation necessary to demonstrate conformance with the expectations of this Code and compliance with applicable regulations. Records must be made available to CEPI or its designated auditor to inspect upon request to confirm compliance to these standards. Records must be legible, transparent and reflect actual transactions and payments. Third Parties shall not hide, fail to record or make false entries.

Training and Competency

Third Parties shall have a training programme that achieves an appropriate level of knowledge, skills and abilities in management and workers to address these expectations.

Continual Improvement

Third Parties are expected to continually improve on the elements of this Code by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

Appendix 1: Specific conditions for CEPI funded projects

Specific conditions for CEPI funded projects

The general principles for integrity and business conduct in the Code apply to all Third Parties.

The obligations set out below apply to Third Parties contracted to support CEPI funded programs by executing agreements or memorandums of understanding (MoUs) for purposes including but not limited to:

- providing CEPI with complementing competence and technical know-how;
- helping CEPI speed up the development, manufacture and stockpile of vaccines necessary to respond to emerging infectious diseases; and
- supporting vaccine research and development in connection with public health emergencies (together, the **CEPI mission**).

II. Reporting of misconduct

Third Parties contracted to support CEPI funded programs which suspect or discover misconduct either by their staff or subcontractors supporting the programs, must report this immediately to the CEPI Project Leader or through CEPI's [electronic reporting channel](#). The initial report shall include:

- All known information regarding the conduct;
- Impact or potential impact of the misconduct on the scientific/ethical conduct of the funded research;
- Plan to complete the investigation process of the suspected misconduct, including timeline;
- Communication plan for updating CEPI;
- In addition, and as appropriate, communication plan for notification of findings to regulatory authorities, IRBs/ECs, investigators, and trial participants, if needed.

12. Publication

Transparency is of utmost importance to CEPI and we have therefore chosen to make information public in accordance with the International Aid Transparency Initiative (IATI) standards. Recipients of CEPI funding are required to provide CEPI with the documentation necessary to ensure CEPI's compliance with these standards, and must also agree to the publication of this information. CEPI has chosen to align its IATI requirements with UK Department for International Development¹. These requirements include disclosing information regarding aggregate budgets, expenditures and timelines. Recipients of CEPI funding are also required to make their best efforts to comply with these standards.

13. CEPI policies

Third Parties contracted to support CEPI funded programs shall comply with the CEPI policies applicable to the work being performed, as published on www.cepi.net, including specifically;

- Equitable Access Policy
- Clinical Trials Policy
- Scientific Integrity Policy
- Animals in Research Policy
- Managing Conflict of Interest Policy
- Travel and Expenses Policy

¹ <https://iatistandard.org/en/guidance/preparing-data/donors-reporting-requirements/>

14. Procurement requirements for CEPI funded projects

14.1. Third Party procurement: rules and principles

This section sets out the procurement rules and principles which the Third Parties must apply when buying goods, services or works for projects funded by CEPI.

Please note:

1. *Always check: are you making a grant, or buying something (procurement)?*
2. *These rules and principles do not apply when a Third Party is making an onward award using CEPI grant funds. Awards of grant funds are subject to separate rules, set out in section 15.*

Please consult the table below for help in determining whether a proposed activity involves procurement, or the award of a grant:

| | Procurement “Buying things” | Grants “Giving money” |
|------------------------------------|--|--|
| Object of proposed activity | <ul style="list-style-type: none"> • Purchase of services, goods or works (public works projects) | <ul style="list-style-type: none"> • To an applicant to achieve a project objective through a sub-project (<i>action grant</i>) • To an applicant for running costs (<i>operating grant</i>) |
| Owner of output/ results | Third Party | Grant recipient |
| Financial contribution | Third Party pays 100% | Third Party pays part or all of |
| Profit Element | Allowed | Not allowed |

14.2. Principles for Third Party procurement

Most importantly, in procuring goods, services and works for projects funded by CEPI, the Third Parties must:

1. *Follow a tender procedure* for contracts for buying these goods, services or works (details below); and
2. *Award the contract to the most economically advantageous tender* (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price.

In the tender procedure, *the Third Party must also avoid any conflicts of interest and respect the following basic principles:*

- **Competition:** The procedures applied, and the award of contracts shall be based on fair competition.
- **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Third Party shall not discriminate against candidates/tenderers or groups of candidates/tenderers.
- **Transparency:** As a general rule, tender procedures shall be based on *prior publication*, with a notice of the call for tenders published on relevant platforms, in appropriate media and on the Third Party's website.

- **Objectivity:** The Third Party shall evaluate the offers received against objective criteria, which enable Third Parties to measure the quality of the offers and take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.
- **Record-keeping:** Third Parties shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.
- **Efficiency:** Processes must be proportionate to the procurement activities, so that the overall cost of conducting the procurement process is minimised and tailored to the size of budget for the activities being undertaken, while upholding the rules and requirements set out in this document.

14.3. Rules for Third Party procurement

- **Best practice:** All procurement by Third Parties shall be conducted under the best practice regime for procurement activities within the territory where that procurement is taking place. Third Party procurement must also take into account any requirements in this document which are not part of local best practice, in particular the requirements concerning thresholds which are set out further on below.
 - ⇒ *In the EU/EEA (ex-Norway):* procurement of goods, services and works contracts carried out in accordance with the three procurement procedures – open tender procedure, restricted procedure or competitive procedure with negotiation – set out in the EU Public Procurement Directive², will as a general rule comply with the procurement requirements set out in this document.
 - ⇒ *Important for EU/EEA (ex-Norway) procurement:* procurement orders below the threshold stated in the EU Public Procurement Directive must follow the procurement requirements set out in this document (taking into account the threshold requirements set out below).
 - ⇒ *Outside the EU/EEA:* the Third Party's local best practice should apply, together with any requirements set out in this document which are not included in local best practice.
- **Tender documents:** Shall be drafted in accordance with best international practice and take into account universal design and potential environmental impact.
- **Invitations to tender:** Shall state that offers shall be rejected if any illegal or corrupt practices have taken place in connection with the award.
- **Contracts:** Shall state that they will be terminated if it is found that illegal or corrupt practices have been taken place in connection with the contract award or execution.
- **Time limits:** Must be sufficient to allow interested parties reasonable and appropriate time to prepare and submit their tender.

14.4. Eligibility requirements

- *Third Parties must exclude potential tenderers from participating in procurement if:*
 - The tenderers are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are the subject of proceedings concerning these matters³
 - The tenderers or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment
 - The tenderers have been found guilty of grave professional misconduct
 - The tenderers have not fulfilled obligations related to the payment of social security or taxes

² Directive 2014/24/EU

³ However, tenderers in this situation may be eligible to participate insofar it is possible to buy supplies on particularly advantageous terms, from either a supplier that which is definitely winding up its business activities, or the receivers or the liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

- The tenderers make use of child labour or forced labour and/or practice discrimination, and/or do not respect the right to freedom of associations and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO)
 - The tenderers are in any analogous situation arising from a similar procedure provided for in national legislation or regulations*)
 - The tenderers are subject to a conflict of interests
 - The tenderers are guilty of misrepresentation in supplying the information required by the Third Party as a condition of participation in the tender procedure, or fail to supply this information.
- *Tenderers must provide information to the Third Party on their legal form and ownership structure.*
 - *Tenderers must confirm in writing to the Third Party that they or persons having powers of representation, decision-making or control over them, have not:*
 - been convicted of an offence concerning their professional conduct by a final judgement
 - been guilty of grave professional misconduct
 - failed to fulfil obligations related to payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, are from or where the contract is to be performed
 - been convicted of fraud, corruption, involvement in a criminal organisation or money laundering by final judgement
 - made use of child labour or forced labour and/or practice discrimination, and/or denied the right to freedom of associations and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO)

14.5. Requirements related to thresholds

Third Parties' procurement activities are governed by different rules depending on whether the price/value of the procurement is below certain thresholds, as set out below.

1. *Applications and/or tender of a value of NOK 100 000 / GBP 8 950 or more, ex VAT:*
 - a. All assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract shall be documented
2. *Applications and/or tenders of a value of NOK 500 000 / GBP 44 770 or more, ex VAT:*
 - a. Must be evaluated by an evaluation committee on the basis of exclusion, selection and award criteria
 - b. The committee must have an odd number of members, minimum three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders
 - c. The general rule is that contracts shall be awarded based on the EU categories of open tender procedure, restricted procedure or competitive procedure with negotiation⁴ (or the local best practice equivalent as explained above). Where the Third Party does not launch an open tender procedure (or its equivalent), it shall justify and document the choice of tenderers that are invited to submit an offer.
 - d. **EXCEPTIONS: the Third Party may enter into direct negotiations with its chosen partner or supplier (also called 'negotiated procedure without prior publication') if one or more of the following apply:**

⁴ Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.

- i. No tenders or no suitable tenders or no request to participate or no suitable requests to participate have been submitted in response to an open or restricted procedure
- ii. Competition is absent for technical reasons
- iii. Protection of exclusive rights, including intellectual property rights, is required
- iv. Products involved are manufactured purely for the purpose of research, experimental study or development
- v. Contracts pursuant to this point shall not include quantity production to establish viability or to recover R&D costs
- vi. It is necessary for reasons of extreme urgency brought about by events unforeseeable by the Third Party
- vii. There are humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by the Norwegian Ministry of Foreign Affairs (MFA);
- viii. where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;
- ix. for contracts declared to be confidential, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the MFA so requires

15. Sub-granting awarding requirements for CEPI funded projects

15.1. Third Party sub-grant awards: rules and principles

This section sets out the rules and principles which the Third Parties must apply when awarding sub-grants from project grants funded by CEPI. These rules apply to *any* Third Parties which awards sub-grants from project grants funded by CEPI.

Please note:

1. *Always check: are you making a grant, or buying something (procurement)?*
2. *These rules and principles do not apply to Third Party procurement. Procurement is subject to separate rules, set out in section 14.*

Please consult the table in **section 14.1** for help in determining whether a proposed activity involves procurement, or the award of a sub-grant.

15.2. Third Party sub-grant awards: principles

The sub-grant must be awarded using a written agreement. This written agreement must:

1. Mirror the relevant regulations from the agreement between the Third Party and CEPI, and include a general cooperation obligation in order to enable the Third Party to fulfil its obligations under its agreement with CEPI.
2. Include provisions concerning reporting, audit and measures to prevent financial irregularities.
3. Include a requirement that the sub-grantee practises zero tolerance against corruption when using funds which originate from CEPI.
4. Require the sub-grantee to follow the Third Party Procurement principles set out in the Code when it purchases goods or services using funds which originate from CEPI.

In addition, the Third Party must confirm to its satisfaction that the sub-grantee has the necessary competence and internal procedures to meet the requirements of the Third Party's agreement with

CEPI, including this Code. For good order's sake please note that this includes compliance with CEPI's policies applicable to the work performed as set out at www.cepi.net and amended from time to time.

An electronic copy of the final signed written agreement must be provided to CEPI.

Sub-grantees which have previously been charged with or sentenced for any criminal activity may not be used without CEPI's prior written consent.

Sub-grantees which are under sanction for an offence involving bribery and corruption imposed by a government, development organisation or non-governmental organisation may not be used.

The Third Party remains fully responsible to CEPI for any part of its grant from CEPI which it transfers to a sub-grantee.

15.3. Third Party sub-grant awards: rules

In addition to following the above principles, the written agreement awarding the sub-grant to the sub-grantee must explicitly state the following:

1. The sub-grant shall cover:
 - a. the sub-grantee's costs which are reasonable, justifiable and necessary and directly related to execution of the sub-grantee's project; and
 - b. the sub-grantee's indirect costs which are reasonable, necessary and justifiable.
2. The Third Party, CEPI and CEPI's funders shall at all times be entitled to carry out independent reviews, audits, field visits or evaluations or other control measures ("Control Measures") related to the sub-grant at their cost.
3. The sub-grantee shall facilitate such Control Measures by providing to CEPI or its designee all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested by CEPI or its designee .
4. CEPI's representatives shall also have access to the sub-grantee's auditor and the auditor's assessments of all information pertaining to the sub-grantee and its use of CEPI's funds. The sub-grantee shall release the auditor from all confidentiality obligations in order to facilitate such access to CEPI or its designee.
5. The Third Party shall be entitled to claim repayment of the sub-grant from the sub-grantee in the same circumstances and to the same extent that CEPI is entitled to claim repayment from the Third Party.
6. The rights and obligations set out in points 2-5 above shall continue in force for five (5) years following the expiry or termination of the written agreement awarding the sub-grant to the sub-grantee.
7. The Third Party shall take all necessary precautions to avoid any conflicts of interest in all matters related to funds originating from CEPI.