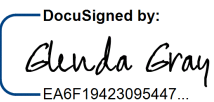





Conflict of Interest Policy

March 2025

Policy version control

Title	Conflict of Interest Policy	
Adapted by	Director of Internal Operations, General Counsel	
Reviewed by	Executive Director, Audit Committee	
Approved by / Date	Board of Directors ('Board') Board Chair  05 May 2025 09:55:43 CEST Board Vice-Chair  15 April 2025 11:08:43 CEST	March 2025
Distribution list	GARDP Contributors	

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1. General

A. Introduction

GARDP's mission is to improve the health of people suffering from antibiotic resistant infections by developing new antibiotic treatments for these patients. Acting in the public interest, GARDP is working closely with its founding partners, public bodies, authorities, private industry, academia and other not-for-profit organizations.

"We act with integrity" is a core value at GARDP, as set out in GARDP's Code of Ethics. GARDP is committed to the highest possible standards of openness, honesty and accountability and is determined to maintain a culture of transparency (*"GARDP Core Values"*).

Accordingly, GARDP expects the highest level of integrity from all GARDP Contributors.

This GARDP Foundation (*"GARDP"*) Conflict of interest Policy (*"Policy"*) stems from these GARDP Core Values.

B. Purpose

The purpose of this Policy (together with the other GARDP Policies) is to contribute to all stakeholders' trust in GARDP's operations and support integrity in decision-making. It is doing so by helping identify, reduce and address situations where a Conflict of Interest may appear.

In case of contradiction or inconsistency between this Policy and any other initiatives or provisions relating to conflicts of interest across GARDP, this Policy shall prevail.

C. Scope

This Policy applies to all GARDP Contributors.

Being a GARDP Contributor entails a commitment to GARDP Core Values. Consequently, each GARDP Contributor must be alert to the existence or possibility of a Conflict of Interest.

D. Definitions

"GARDP Contributors": GARDP staff, members of GARDP Board and committees, consultants, service providers or people engaged in any other capacity on behalf of GARDP.

"Associated Person": in relation to any GARDP Contributor, any spouse or domestic partner, immediate family member or other person with whom the GARDP Contributor has a close personal or business relationship.

"Code of Conduct": the GARDP Code of Conduct.

"Covered Individual": any GARDP Contributor and/or Associated Person.

"Conflict of Interest": any situation in which an Interest may compromise, or have the appearance of compromising, a GARDP Contributor's professional judgment in performing actions with integrity in the best interest of GARDP, when circumstances where the GARDP Contributor's impartiality and objectivity in the performance of its contribution to GARDP could be influenced or compromised by such Interest. A Conflict of Interest may be actual, potential or perceived:

- An **Actual** Conflict of Interest is real and existing;
- A **Potential** Conflict of Interest occurs when any GARDP Contributor is in a position where they may be influenced by their private interests when they perform actions in the name of, or for the benefit of, GARDP;
- A **Perceived** Conflict of Interest occurs when any GARDP Contributor is in a position that makes them appear to be influenced by their private interests when performing actions in the name of, or for the benefit of, GARDP.

“**Interest**”: any benefit, liability or relationship, financial or otherwise, of the GARDP Contributors and their Associated Persons.

An Interest can be organizational, financial and/or personal:

- An **Organizational Interest** arises when a Covered Individual is affiliated or otherwise linked to an external entity that may benefit from a decision of the Covered Individual;
- A **Financial Interest** arises when a Covered Individual may benefit financially from any arrangement between GARDP and an external entity*;
- A **Personal Interest** arises when a Covered Individual may benefit from any arrangement, financial or otherwise, between GARDP and an external entity.

2. Procedure

A. Absence of Conflict of Interest at all times

Prior to becoming a GARDP Contributor, each person has to verify, and ensure of, the absence of any Conflict of Interest, whether Actual, Potential or Perceived. Throughout their association with GARDP, GARDP Contributors have to notify the existence of any Conflict of Interest. Failure to declare a Conflict of Interest constitutes a breach of this Policy and the Code of Conduct and may result in disciplinary, contractual, legal or other appropriate action from GARDP.

B. Procedure

GARDP Contributors shall complete the Interest Disclosure Form (Exhibit A):

- 1) upon the initiation of their relationship with GARDP; and
- 2) annually, to confirm or update their previously completed Interest Disclosure Form; and
- 3) on an *ad-hoc* basis, upon GARDP Contributor’s awareness of any Actual, Potential or Perceived Conflict of Interest; and/or
- 4) at GARDP’s request.

GARDP Contributors shall return the duly completed Interest Disclosure Form as follows:

- 1) GARDP staff shall return it to gardphr@gardp.org,
- 2) All other GARDP Contributors shall return it to compliance@gardp.org.

C. Review and measures

The recipients will examine the Interest Disclosure Forms and determine whether an Actual, Potential or Perceived Conflict of Interest exists. They may request the author of each Interest Disclosure Form to submit additional information. An assessment will be made in conformity with this Policy and applicable law.

In case the existence of a Conflict of Interest is confirmed, the GARDP Contributor and the recipient must discuss and put in place appropriate measures to mitigate the risks of adverse consequences and monitor their effective implementation. The GARDP

* Are not considered as Financial Interests as per this Policy: (i) any income from investment vehicles (including mutual funds and retirement accounts) except if the Covered Individual has direct control on the investment decisions made by these vehicles; and (ii) sponsored travel from any government, academic institution (including their research institutes) or medical center.

Contributor concerned may be requested to immediately recuse itself from the decision-making process affected by this Conflict of Interest.

In the event GARDP identifies a Conflict of Interest that was not disclosed timely by the GARDP Contributor, a retrospective review of the activities of the Covered Individual will be performed to determine whether the activities conducted throughout the existence of the Conflict of Interest were biased. This failure to declare a Conflict of Interest in a timely manner constitutes a breach of this Policy and the Code of Conduct and may result in disciplinary, contractual, legal or other appropriate action from GARDP.

D. Obligation to report

GARDP Contributors have an obligation to immediately report concerns about the existence of any Conflicts of Interest involving other GARDP Contributors that they may observe. Reporting shall be made through any of the following channels:

– to GARDP HR at gardphr@gardp.org, or

– to compliance@gardp.org, or

– anonymously online through the Integrity line at <https://gardp.integrityline.io>.

E. Confidentiality & Disclosure

Except to the extent required by law, any information disclosed in application of this Policy will be kept confidential and will be shared only with those who have a need to know under this Policy and any other relevant GARDP Policy.

Please indicate purpose of the trip, the destination, the duration and (if available) monetary value .

7/ ADDITIONAL INFORMATION

- 7a Do you or an Associated Person hold an office or other position, paid or unpaid, where you or the Associated Person may be expected to represent interests or defend a position related to the subject matter of your contribution at GARDP? YES NO
- 7b If not already disclosed above, do you or an Associated Person work for the competitor of a product which is the subject of the meeting or work, or will your participation in the meeting, event or work enable you to obtain access to a competitor’s confidential proprietary information, or create for you a personal, professional financial or business competitive advantage? YES NO
- 7c To your knowledge, would the outcome of the meeting, event or work benefit or adversely affect interests of Associated Persons? YES NO
- 7d Is there any other aspect of your background or present circumstances not addressed above that might be perceived as affecting your objectivity or independence? YES NO

If you have responded “YES” to any of the questions above, please provide the additional information requested below (use additional sheets of paper if necessary). If you do not describe the nature of the interest, it will be assumed to be significant.

Question No.	Type of interest & short descriptive details	Associated Person (Person involved & entity involved)	Current interest (Y/N), if not, year ceased

8/ DECLARATION

I hereby declare to have read the GARDP Conflict of Interest Policy and that the disclosed information is true and complete to the best of my knowledge.

Should there, at any time during my participation in GARDP, be any change to the above information, I will promptly notify the responsible person of GARDP and complete a new declaration of interests which describes the changes.

I hereby agree to be bound by the terms of the GARDP Conflict of Interest Policy.

Name: _____

Signature: _____

Date: _____