**Key Business Ethics Clauses**

1. **Definitions**

**Anti-Corruption Legislation:** means the United Nations Convention Against Corruption, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, any applicable national laws and regulations implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business.

**Human Rights Legislation**: means the United Nations Guiding Principles on Business and Human Rights (UNGP) and any applicable laws and regulations implementing UNGP, requiring companies to respect Human Rights, by avoiding possible negative impact on Human Rights and addressing such impacts if the company is involved in them.

**Human Rights:** means dignity and rights inherent in all people, stipulated in the International Bill of Human Rights and core Human Rights Conventions.

**Novo Nordisk’s Business Ethics Code of Conduct:** is the document that outlines the key Business Ethics principles of Novo Nordisk. Any Third Party Representative hired to act on Novo Nordisk’s behalf and/or in the interest of Novo Nordisk (TPR) must adhere to these principles. This document only describes Novo Nordisk’s key Business Ethics principles. By entering into a contract with Novo Nordisk, the TPR acknowledges that the TPR will also comply with Business Ethics compliance requirements in local and international legislation, Anti-Corruption Legislation, Human Rights Legislation and relevant industry codes. Novo Nordisk’s Business Ethics Code of Conduct can be found here [[LINK]](https://www.novonordisk.com/content/dam/Denmark/HQ/sustainablebusiness/performance-on-tbl/Responsible%20business%20practices/novo-nordisk-business-ethics-code-of-conduct.pdf).

**Public Officials:** means(i) Any officer or employee or person acting in an official capacity for or on behalf of a government, including any government department, agency or instrumentality; (ii) an officer or employee or person acting in an official capacity for or on behalf of a public international organisation including any department, agency or instrumentality and any entity thereof; or (iii) a political party official, candidate for political office, or person acting in an official capacity of a political party official or candidate for office.

Healthcare Professionals may also be considered ‘Public Officials’ according to international or local anti-corruption laws. This applies for most medical and scientific personnel working in government-owned hospitals, clinics, universities or similar facilities.

Reference to “**agreement**” in this document means reference to any and all agreements concluded between a Novo Nordisk entity and the Third Party Representative (TPR)

1. **Anti-corruption, Human Rights and Novo Nordisk’s Business Ethics Code of Conduct**

In connection with the performance of the agreement, TPR represents that neither it, nor anyone acting on its behalf, has violated or will violate any Anti-Corruption Legislation or Novo Nordisk’s Business Ethics Code of Conduct. TPR agrees that it has not and will not, directly or indirectly, offer, promise, authorize, solicit, pay, or give anything of value (including money) to:

1. Influence any acts, decisions, or omissions made by any Public Official to obtain or retain business or secure an improper business advantage,
2. Induce any individual to act improperly in violation of his or her duty;
3. Induce any Public Official, or any other individual, to use his or her influence with a government, instrumentality, or private entity to commit an improper act or to obtain or retain business, and
4. Furthermore, no part of the payments received by TPR, directly or indirectly, from Novo Nordisk, will be used for any purpose which would cause a violation of the Anti-Corruption Legislation or Novo Nordisk’s Business Ethics Code of Conduct.

TPR represents that it has adequate internal controls in place to ensure services under the agreement concluded with Novo Nordisk are in compliance with the Anti-Corruption Legislation and Novo Nordisk’s Business Ethics Code of Conduct.

TPR agrees that it respects Human Rights and follows Human Rights Legislation. This means that TPR has in place or commits to put in place the process requirements stipulated in Human Rights Legislation

1. **Right to Audit**

Upon request by Novo Nordisk, TPR will make available for an audit to be performed by a recognized Chartered Public Accountant (“CPA”) designated by Novo Nordisk or other external experts appointed by Novo Nordisk, all records that relate to the agreement and are relevant for said scope of audit, including, but not limited to, relevant accounting records, transactional records, financial documents, or written policies and procedures. TPR will keep and preserve all such records for 5 years, subject to any applicable data protection law or express legal restriction. The CPA or other external experts appointed by Novo Nordisk shall provide to Novo Nordisk only information obtained from such audit that relates to a possible violation of the Anti-Corruption Legislation, or Novo Nordisk’s Business Ethics Code of Conduct, or possible negative impact on Human Rights. The TPR shall co-operate in scheduling and carrying out these audits including permitting and providing access to interviews with potentially affected individuals including employees, contractors, or workers as requested.

Novo Nordisk shall pay all costs of such audit, unless such audit uncovers any violation of Anti-Corruption Legislation, or Novo Nordisk’s Business Ethics Code of Conduct or severe negative impact on Human Rights in which case, the TPR shall pay all costs of such audit.

1. **Termination and liability**

In the event of a breach of these Business Ethics Contract Clauses, such a breach is considered a material breach and the agreement may be terminated by Novo Nordisk with immediate effect upon written notice.

TPR shall refund to Novo Nordisk any payment regarding any transaction for which a breach has occurred. Novo Nordisk will not be liable for any claims, losses, or damages arising from or related to failure by TPR to comply with the Anti-Corruption Legislation, Human Rights Legislation and/or Novo Nordisk’s Business Ethics Code of Conduct, and TPR will indemnify and hold Novo Nordisk harmless against any such claims, losses, or damages.

Furthermore, TPR, will enable remediation for affected person(s), if TPR, caused or contributed to the negative human rights impact(s).

1. **Books and Records**

TPR certifies that all payments made in connection with the performance of the agreement will be (i) properly and accurately recorded in its books and records, including amount, purpose, and recipient, and (ii) maintained in accordance with their internal procedures along with supporting documentation. TPR shall maintain accurate detailed records of any external expenses (reimbursed or paid by Novo Nordisk) to be maintained for review by Novo Nordisk upon request.

1. **Disclosure and External Reporting**

If TPR learns of, or suspects, any violation of the Anti-Corruption Legislation, or Novo Nordisk’s Business Ethics Code of Conduct in connection with the performance of the agreement, it will immediately advise Novo Nordisk in writing of such knowledge or suspicion. This will include knowledge or suspicion of severe negative Human Rights impacts linked to the services under the agreement including those conducted by its affiliates and sub-contractors.

TPR agrees to cooperate fully in any Novo Nordisk investigation to determine if there has been a violation. As part of this collaboration, TPR agrees that any information relating to an actual or suspected business ethics violation under the agreement, including the existence and terms of the agreement, may be disclosed by Novo Nordisk to government agencies and to any other person or entity for the purposes of preventing further violations or harm.

1. **Sub-Contractors [to the extent subcontractors are used]**

TPR certifies that it has taken reasonable measures to prevent sub-contractors, or any other third parties performing services in connection with the agreement and acting under TPR’s authority and control, from breaching these Business Ethics Contract Clauses.

TPR shall be entirely responsible for any ethics breach in connection with the activities and omissions of such subcontractors and shall indemnify and hold harmless Novo Nordisk against any and all claims, expenses (including reasonable attorney’s fees and costs) losses, damages or liabilities that could result from ethics breach in connection with the activities or omissions of such subcontractors. TPR shall, upon Novo Nordisk’s request, provide Novo Nordisk with reasonably requested information including but not limited to the engagement of new subcontractors to perform services in the interest and/or on behalf of Novo Nordisk,

**8. Right to request company and business information**

TPR shall, upon Novo Nordisk’s request, provide Novo Nordisk with reasonably requested information including but not limited to TPR’s business and company structure and the ultimate shareholders/owners. TPR shall inform Novo Nordisk immediately in the event of change in the direct or ultimate group of shareholders/owners of more than 10 per cent (10%) of TPR that takes place during the term of the agreement.

**9.** **Annual Certification of Compliance**

Upon request by Novo Nordisk no more often than annually TPR agrees to provide Novo Nordisk with the certification.