

MFA CHARTER

Introduction

Medicines for Africa (MFA) is a social enterprise (mission-driven company) currently registered as a Limited Liability Company in the UK that will be moving to Switzerland when it reaches its first funding milestone.

Our mission is to improve access to quality affordable medicines in a sustainable way using pooled procurement to generate savings in the short term and strengthen national procurement infrastructure over time. Our vision is to achieve resilient medicines procurement and supply chains capable of consistently providing affordable quality assured medicines for wider population health problems in a sustainable way. To that end, MFA brokers the purchase of low-cost, high-quality and effective healthcare products (referred to here as « Products »). It collaborates with countries and partners to improve national procurement processes and infrastructure of countries over time.

For the purposes of the MFA Charter:

“healthcare product” (Product) means all pharmaceutical or biological products as well as all medical devices, diagnostics equipment and technology (irrespective of patent status and/or whether they are branded or not) which are intended to be used in the diagnosis, treatment or prevention of disease in humans, or to affect the structure or any function of the human body, including by prescription, or under the supervision of, a healthcare professional.

MFA commits to act in an ethical manner outlined in this Code, and in accordance with all applicable rules and regulations for Products in the provision of its Products and Services.

Key Principles

The following principles set out basic standards that apply to the conduct of MFA staff, board members, advisers and local representatives/agents, suppliers and partners. The goal of this Charter (‘Charter’), is to establish firm principles to ensure all interactions with stakeholders are appropriate.

1. A core principle of MFA is to operate in an open, transparent and accountable manner. We will work to ensure that all MFA’s financial activities and staff adhere to the highest ethical standards.
2. The healthcare and well-being of the patients we serve are the first priority of MFA.
3. MFA will obtain supplies of Products from manufacturers that conform to established standards of quality, safety, efficacy and performance in accordance with applicable law, and that fully comply with the Intellectual Property rules for the time being in force.
4. MFA’s interactions with stakeholders must at all times be ethical, appropriate and professional. Nothing should be offered or provided by MFA in a manner or on conditions that could have an inappropriate influence.
5. MFA will work with suppliers that are providing accurate, balanced, and scientifically valid data on products.
6. MFA will respect the privacy and personal information of all those it deals with.

7. MFA will adhere to both the spirit and the letter of this code. To achieve this, MFA will ensure that all relevant personnel and directors are appropriately trained.

1. Scope of this Charter

1.1 The MFA Charter covers interactions between MFA and all its representatives (such as board members, advisors, employees, consultants and contractors), its clients (including their representatives and country coordinators), suppliers including all affiliates, partners (non-governmental and intergovernmental organizations, their agents and contractors), (Stakeholders) and requires them to observe the highest standard of ethics in their interactions with MFA representatives in the supply of goods and services to all of its clients.

1.2 MFA will periodically review this Charter when needed to reflect changes in best practice, lessons learned and feedback from experts and partners.

2. Fair and Transparent Practice

2.1 MFA is transparent on its business model, including cost and pricing, it only deals with internationally recognised counter parties, it performs due diligence of counterparties to mitigate against the illicit flow of products.

2.2 MFA and its stakeholders are expected to conduct themselves in a manner that is transparent, fair, accountable, and honest, including complying with all applicable laws and regulations relevant to MFA's provision of Products and services and recognised standards of good procurement and good distribution practice.

2.3 MFA does not engage in or tolerate corrupt, fraudulent, collusive, coercive or anticompetitive practices of any kind involving any areas of MFA's work. MFA will take strong and immediate action in all circumstances where it determines that there is substantive and credible evidence of corrupt, fraudulent, collusive, coercive or anti-competitive practices as defined in this Code.

2.4 MFA and its staff, board, advisors, client, partners and suppliers will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in MFA activities. For these purposes:

“corrupt practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value of any other advantages to influence improperly the actions of another person or entity;

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation;

“coercive practice” means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property;

“collusive practice” means an arrangement between two or more persons or entities to achieve an improper purpose, including influencing improperly the actions of another person or entity;

“anticompetitive practice” means any agreement, decision or practice which has as its object or effect the restrictions or distortion of competition in any market.

2.5 MFA and its stakeholders will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, in connection with the provision of Products and services or in contract execution.

3. Confidentiality

3.1 MFA is committed to maintaining the highest degree of integrity in all its dealings with potential, current and past clients, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing relevant Products and services. MFA extends the same standards to all its stakeholders.

3.2 Information, data, know-how and documents obtained from suppliers, clients and partners, or in the course of performing a contract, must under no circumstances be made available to any third parties for the purpose of giving existing or potential Suppliers and partners an advantage in relation to tenders or any other procurement process of MFA without prior written consent from MFA.

4. Ethics

MFA commits to providing Products and services honestly and honourably, and in accordance with its Code of Practice, and expect its suppliers and partners to do the same. MFA’s advice, strategic assistance and the methods provided through its training activities, take proper account of ethical considerations, together with the protection and enhancement of the moral position of its clients and suppliers.

5. Duty of care

MFA’s actions and advice will always conform to relevant law, and MFA believes that its suppliers, clients and partners should behave in a socially responsible manner that does not cause any adverse effect to the local and wider communities, environment and organizations it deals with.

6. Conflict of interest

6.1 MFA representatives and partners are required to disclose to MFA actual, perceived, or potential conflict of interest involving a Supplier or any Supplier Representative (“Conflict of Interest”). MFA considers a Conflict of Interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such Conflict of Interest may contribute to or constitute a prohibited practice under this Charter.

6.2 To ensure that MFA’s Representatives, Suppliers and Partners observe high standards of ethics, MFA will take appropriate actions to manage such Conflict of Interest to ensure the Conflict of Interest does not compromise, or risk compromising, the integrity of any provision of goods and services.

6.3 MFA requires that its suppliers do not seek to apply undue influence on the decision-making processes of MFA and will not engage in any conduct that breach or facilitates the breach of MFA’s Code. Suppliers, Clients and Partners are expected to notify MFA as soon

as they have knowledge of any integrity concern involving any stakeholder with dealings with MFA.

7. Contracts

MFA's contracts will usually be preceded by a detailed proposal, including aims, activities, costs, timescales and deliverables. The accepted detailed proposal will be reflected in the contract. The quality of MFA's service and the value of MFA's support provide the only true basis for MFA viability. MFA strives to meet its clients' requirements, and particularly for situations where an external funding provider requires more official parameters and controls.

8. Fees

MFA's fees are always competitive for the Products and services that MFA provides. MFA always tries to propose solutions which accommodate its clients' available budgets and timescales. Wherever possible MFA agrees its fees and basis of charges clearly in advance, so that MFA and its clients can plan reliably for what lies ahead, and how it is to be achieved and financially justified.

9. Payment

To the extent possible, MFA aims to be as flexible as possible in the way that its Products goods and services are charged in order to ensure what will be best for the client. MFA expects payments to be made when agreed.

10. Intellectual property

MFA retains the moral rights in, and ownership of, all intellectual property that MFA creates unless agreed otherwise in advance in writing with its stakeholders. In return MFA respects the moral and intellectual property of its stakeholders.

11. Quality assurance

MFA's criteria for selecting suppliers is quality. MFA maintains the quality of its Products and services through its Quality Management System (QMS) which requires ongoing review of MFA's Suppliers, clients and partners, of all aims, activities, outcomes and the cost-effectiveness of every activity. MFA encourages regular periodic review meetings and progress reports. MFA's quality management system is based on the European Medicines Agency and other relevant national quality standards quality standards. Further details are available on request.

12. Professional conduct

MFA conducts all of its activities professionally and with integrity. MFA takes great care to be completely objective in its judgement and any recommendations that it gives, so that issues are never influenced by anything other than the best and proper interests of MFA's clients.

13. Equality and discrimination

MFA always strives to be fair and objective in its advice and actions, and is never influenced in its decisions, actions or recommendations by issues of gender, race, creed, colour, age or personal disability.

14. Miscellaneous

MFA will take all necessary steps to instruct all its employees, directors, advisors, partners and other stakeholders on the provisions hereof. The Board will issue on a yearly basis a report on the compliance of MFA with this Code as well as on any necessary corrective measures.

15. Entry into force

This Code entered into force on 15 February 2015. It can be modified as required by the Board of Directors.

Signature and date



23 April 2017

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Founder and CEO