

INFORMATION ON CONTRACTS FOR WORKS, SERVICES AND SUPPLIES ENTERED INTO BY THE BARCELONA INSTITUTE FOR GLOBAL HEALTH PRIVATE FOUNDATION

Relating to contracts for works, services and supplies entered into by the Barcelona Institute for Global Health Private Foundation (ISGlobal), any interested party is informed of the following:

1. ISGlobal is a private non-profit entity, with legal personality and full capacity to act, enter into contracts and assume rights and obligations. Its purpose, as set out in its By-laws (Article 6), is to contribute to strengthening global health through the generation of knowledge via scientific research, and the transmission and transfer of knowledge and innovation in developed and developing countries.
2. ISGlobal is subject, among others, to the following basic laws:
 - Act 4/2008, dated 25 April, of the Third Book of the Civil Code of Catalonia Governing Legal Entities.
 - Act 21/2014, dated 29 December, on the Protectorate of Foundations.
 - Act 19/2014, dated 29 December, of Transparency, Access to Public Information and Good Government.
 - Act 50/2002, dated 26 December, of Foundations.
 - Act 49/2002, dated 23 December, of the Fiscal Regime of Non-profit Entities.
3. Given its private legal nature, the contracts regime provided in the Public-Sector Contracts Law 9/2017, dated 8 November, is not applicable. However, the entity has an internal Contracts Manual as an instrument of reference to govern its works, services and supplies contracts.
4. The Contracts Manual is designed to enable the entity to choose those contractors providing the best offer, generally observing the principles of disclosure, concurrence, transparency, equality and confidentiality; and respecting the legal provisions on confidentiality, data protection, conflicts of interest or anti-corruption.

The contents of the principles of the Contracts Manual are set out in Annex I herein.

5. The following contracts or legal business are expressly excluded from the scope of application of the Contracts Manual:
 - Contracts subject to employment legislation;
 - Agreements the entity may sign with public administrations and their dependent public entities;
 - Contracts relating to financial instruments or services;
 - Sales and purchase (SPA), donation, exchange, lease and other similar legal business contracts regarding real estate, marketable securities and incorporeal

properties, (except those referring to computer programs that may be qualified as a supply or a service);

- Contracts relating to arbitration and conciliation services;
- Contracts that oblige the entity to deliver goods or provide services to a third party;
- Contracts for providing teaching activities in public centres in the form of personnel training or continuing education courses as well as seminars, symposiums, roundtables, conferences, collaborations or any other similar kind of activity;
- Contracts whose amount exceeds the EU threshold (harmonised contracts) provided in EU Directive 2014/24, which shall be governed by said law;
- Contracts that ISGlobal signs with third party funding entities, the purpose of which is to carry out cooperation or research projects or programmes.
- Contracts which, in execution of the funding mentioned in the previous section, ISGlobal enters into with research or cooperation entities and/or with suppliers, whenever the participation of said institutions or suppliers is essential for the correct execution of the project or programme in question; or when the funding institution has expressly established it as so in the document, act or instrument with which financing is granted to ISGlobal.

- 6.** ISGlobal has activated a procedure for the certification of suppliers, the purpose of which is to assess when a certain supplier is suitable for executing a work, providing a service or delivering supplies to the entity, as it meets the basic requirements demanded for working with it, in terms of quality, service capabilities, management and financial guarantee.

ANNEX I. PRINCIPLES SET OUT IN THE CONTRACTS MANUAL OF THE PRIVATE FOUNDATION BARCELONA INSTITUTE FOR GLOBAL HEALTH

Principle of disclosure

In the situations expressly envisaged in the Contracts Manual, ISGlobal shall announce the contracts for works, services and supplies it intends to enter into, through the publication of an announcement on its website.

The announcement must contain, among other matters, the description of the essential characteristics of the contract, the deadline for presenting tenders and the procedure and criteria for choosing the contractor.

Principle of concurrence

The principle of concurrence shall imply all those actions that ISGlobal carries out to inform about its contracts and guarantee third party knowledge of the different stages that form the contract procedures subject to the Contracts Manual. Likewise, that those participants who are not finally hired by ISGlobal can know the identity of the selected contractor and the reasons that have justified such hiring.

Principle of transparency

The principle of transparency in contracts shall imply:

- The possibility that all participants in the contracting procedure may previously know the laws that are applicable to the contract, as well as having the certainty that these laws are applied equally to all participating companies and individuals.
- The setting of suitable deadlines for the presentation of tenders, which must be sufficient to enable the companies or individuals to carry out a suitable assessment, to determine the presented documentation, assess the tenders and finally decide on the contracting.
- The contract announcement shall include the objective criteria applicable to the assessment of tenders and selection of the contractor.

Principle of equality and non-discrimination

The principle of equality and non-discrimination shall imply:

- The non-discriminatory description of the purpose of the contract, which must not refer to certain manufacturing or source nor to a specific brand, patent, type, origin or production, unless a reference of this kind is justified by the purpose of the contract and is accompanied by the mention "or equivalent".
- Equality of access for the economic operators of all Member States of the European Union. ISGlobal must not impose any condition that implies direct or indirect discrimination against participants such as, for example, the requirement that

companies interested in the contract are established in the territory of the same Member State or in the same region as ISGlobal.

- Mutual recognition of qualifications, certificates and other diplomas. If participants are asked to present certificates, qualifications or other kinds of supporting documentation, documents from other Member States that offer equivalent guarantees must be accepted.
- Prohibition of providing, in a discriminatory way, information that may give advantages to certain participants over the rest.

Principle of confidentiality

ISGlobal may not divulge information provided by participants when the latter have expressly declared it to be confidential.

On the other hand, the contractor must respect the confidential nature of the information to which it has access during performance of the contract, signing the relevant Data Processing Agreement or the Confidentiality Agreement, as applicable, and always under application of current data protection legislation and, in particular EU Regulation 2016/679 relating to the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as well as the Data Protection and Guarantee of Digital Rights Spanish Act 3/2018, of 5 December.

Principle of impartiality, diligence and management of conflicts of interest

In accordance with the internal policies and principles of the entity, in particular those established in the Ethics Code and the Anti-corruption policy, ISGlobal shall apply objectivity and impartiality criteria in the selection and subsequent relationship with suppliers, avoiding conflicts of interest or favouritism.

In this sense, any employee who participates in the contract procedure of a supplier, must comply with the provisions of the Ethics Code and the Anti-corruption policy, acting in a loyal, honest, diligent and transparent manner, and avoiding at all times behaviour, acts or situations that conflict or may conflict with the interests of ISGlobal.

The governing bodies of the entity must be immediately informed of any sign of a conflict of interest, to be able to manage a solution in a transparent and effective manner.

Principle of “Best Value for Money”

The ISGlobal purchasing procedure and decision-making must foresee and assess additional elements or factors to the mere economic offer, such as experience, quality and technical, operational and adaptive effectiveness, when choosing the contractor, ensuring the best value for the entity.

Principle of zero tolerance regarding corruption

ISGlobal is an entity that is firmly committed to the fight against corruption in all its forms, including extortion and bribery, whether directly or indirectly.

For this reason, it demands its employees be honest, transparent and fair in the performance of their tasks and, in particular, when dealing with suppliers or potential suppliers of the entity.

The prohibited actions regarding fraud and corruption are described in the ISGlobal Anti-corruption policy, which is of obligatory acceptance for employees and contracted suppliers.

TRANSLATION