

CODE OF CONDUCT

Interactions with healthcare professionals
and healthcare organizations

INTRODUCTION

A healthy and transparent working relationship between pharmaceutical companies and HCPs or HCOs is in the best interest of both patients and Inventiva. The pharmaceutical industry has recognized the necessity to provide accurate, fair and transparent information about pharmaceutical products and interactions with HCPs and HCOs to enable patients and other stakeholders to make informed choices. Most countries have implemented laws governing interactions with HCPs and HCOs and industry associations, such as the EFPIA (European federation of Pharmaceutical Industries Associations), have also published new guidelines in this respect.

Inventiva is committed to complying with all applicable rules in the countries in which we operate as well as industry standards, such as the EFPIA rules. This Code of Conduct (the "Code") has therefore been adopted by Inventiva to provide guidelines for all interactions between employees and consultants of INVENTIVA with Healthcare Professionals (HCPs) or Healthcare Organizations (HCOs). It describes the actions and behaviors that are permitted in our dealings with HCPs and HCOs, in particular in respect of events and hospitality, donations, grants, sponsorship, agreements, medical samples, gifts, informational or educational materials and items of medical utility.

All employees and other persons working on behalf of Inventiva must comply with this Code and more generally, behave responsibly, ethically and fairly in their dealings with HCPs and HCOs. This Code is not exhaustive: local rules and regulations where we do business also apply.

Failure to follow this Code may trigger large fines for Inventiva. Additional sanctions for non-compliance range from business shutdown, product withdrawal or marketing authorization withdrawal and reputational loss. General Managers, Officers and Directors of Inventiva who are found to be non-compliant also run the risk of individual fines or imprisonment. Due to the severity of the consequences, in order to protect our rights, Inventiva may take whatever steps are required against employees or other persons working on our behalf who do not comply with this Code.

As a general rule, all interactions with HCPs and HCOs must be conducted in an ethical, fair, objective, truthful and transparent manner and in accordance with all rules and regulations. You must avoid interactions which are deceptive, or which create conflicts of interest or bias on the part of a HCP.

For the purposes of this Code:

- HCPs means any member of the medical, paramedical, pharmaceutical, or nursing professions, any medical or healthcare students or any other person who in the course of his or her professional activities may prescribe, purchase, supply or administer a medicinal product;
- HCOs means any organization, institution or association that is managed by, run by or comprised of HCPs.

I. EVENTS AND HOSPITALITY

What is hospitality?

Hospitality means any advantage or benefit provided for the purposes of entertainment, reception, meals, lodging or travel which is provided to HCPs directly or indirectly, including but not limited to food and beverages, travel expenses, accommodation, and registration fees.

What is an event?

An event is a scientific or professional event such as a congress, conference, symposium or other similar events (including but not limited to advisory boards, meetings, visits to research or manufacturing facilities, training sessions, investigator meetings for clinical trials and non-interventional studies).

Can we organize or sponsor an event?

YES BUT only for scientific or professional purposes organized in accordance with Inventiva internal procedures

Can we provide hospitality to HCPs?

YES BUT only if it meets ALL of the following conditions

It must:

- Not be excessive in amount, taking into consideration the nature of the event
- Not exceed the maximum limits on hospitality provided below
- Not exceed the amount that the HCP would normally pay himself or herself
- Be provided in connection with an event organized or sponsored by Inventiva or with a valid service/consultancy agreement
- Be held at a venue that is suited to the purpose and nature of the event
- Not take place in extravagant or luxurious facilities
- Take place during the event and not be excessive in terms of duration, taking into consideration the nature, location and duration of the event
- Be provided only to HCPs (not to their spouses, children, secretaries, friends, etc.)
- Be reasonably necessary to enable the HCPs to attend the event
- Not relate to entertainment events (sports, arts, leisure activities)
- Be exceptional and be paid directly by Inventiva when possible (avoid reimbursement to HCPs)
- With the exception of congresses, be held in France unless:
 - a) Most of the invitees are from outside France, and given the countries of origin, it makes more sense from a logistics standpoint to hold the event in another country
 - b) Given the location of the relevant resource or expertise that is the subject matter of the event, it makes more sense from a logistics standpoint to hold the event in another country

LIMITS ON HOSPITALITY:

Type	Conditions
Travel :	
Train	2nd class rates
Flight	Economy for short & medium haul flights Business for long haul flights (more than 6 hours) AND if the HCP is presenting at the event the next morning
Cars	Rental cars: only when justified by the length of stay and geographic area Personal car: Not unless agreed in advance in writing by CEO.
Taxi	Only for transfers to or from the airport to the hotel or to the event
Meals (food and beverages)	
	No hospitality for alcoholic beverages outside of meals
Breakfast	Maximum of 15€ including tax and tips if not included in accommodation
Lunch	Maximum of 40€ per meal, including tax and tips
Diner	Maximum of 60€ per meal, including tax and tips
Snacks	Maximum of 10€ per snack including tax and tips limited 2 snacks per day
Accommodation (includes breakfast)	Must be reasonable as determined based on where located Must be absolutely necessary and approved in advance. Please check local regulations for the definition of reasonable in your country. Guidelines for certain countries below (*). Generally must not exceed 200€ per night, tax included
Actual registration fees	Linked to the event and local regulations



Some countries apply lower limits on hospitality:

For example: Accommodation: Austria (130€), Germany (160€), Russia (100€), Slovakia (115€), Spain (150€), Turkey (100€)

Meals including wine in reasonable quantities only: Russia (20€), Slovakia (50€), Turkey (20€)

II. DONATIONS, GRANTS AND SPONSHIPS

What is a donation, a grant and a sponsorship?

"Donations and grants" refers to any sum of money, payment, benefit, advantage, or other item with economic value which is given, provided or transferred without any good, product or service received in exchange and without any limitation or restriction on the use thereof.

"Sponsorship" means any such sum of money, payment, benefit, advantage or other item of economic value which is given, provided or transferred without any good, product or service received in exchange, but which is provided to fund a specific activity.

Can we make a donation, a grant or a sponsorship to a HCP individually?

Donations and grants



No donation may be made to a HCP whether in their name or through a company owned directly or indirectly by a HCP.

Sponsorship:



BUT only if it meets ALL of the following conditions

It must:

- Relate to training or registration fees of the HCP
- Have been approved by the Legal Department
- Concern healthcare or research related to Inventiva's therapeutic areas of research
- Be in line with Inventiva's strategy
- Not constitute an inducement or an incentive to recommend, prescribe, purchase, supply, sell, buy or administer medicinal products
- Not constitute a gift, hospitality, samples or other regulated activities
- Not involve restrictions on the HCP's activities
- Have been specifically requested in writing by the HCP
- Be the subject matter of an accurate and transparent written agreement
- Be clearly recorded with supporting documents
- Be declared by the HCP, paid to the official bank account of the HCP in the country where the HCP has his/her place of practice, and a tax receipt must be provided if applicable.

Can we make a donation or grant to a non-profit HCO (institutions, associations that are run by or comprised of HCPs and with a medical or scientific purpose)?



Patient organizations are not covered by this chapter. "Patient organization" means a not-for-profit organization (including the umbrella organization to which it belongs), mainly composed of patients and/or caregivers, that represent and/or support the needs of patients.

Donations, grants or sponsorships to a non-profit HCO are authorized BUT only if they meet ALL of the following conditions

They must:

- Have been approved by the Legal Department
- Be made to support healthcare or research related to Inventiva's activities
- Be in line with Inventiva's strategy
- Contribute to an improvement in medical care or advances in medical science
- Be provided in response to a specific written request by an institution, organization or association
- Not be provided to HCPs directly or via businesses/organizations operated/managed by HCPs
- Not constitute an inducement or incentive to recommend, prescribe, purchase, supply, sell, buy or administer medicinal products
- Not be a gift, hospitality, samples or other items/activities covered elsewhere in this Code
- Not include restrictions on the HCOs freedom to operate
- Be the subject matter of an accurate and transparent written agreement
- Be clearly recorded by Inventiva

In addition, donations/grants must also:

- Meet local requirements for charitable donations
- Be made only to public institutions (or similar)
- Be paid to the institution, not to an individual
- Be declared by the recipient, paid to the official bank account of the recipient, and a tax receipt must be provided.

III. SERVICES AND CONSULTANCY AGREEMENTS

Can we enter into services or consultancy agreements with HCPs or HCOs?



BUT only if they meet ALL of the following conditions

They must:

- Be for the purposes of training/education, research, healthcare system support or be provided within the framework of scientific & specialist activities
- Not constitute an inducement or incentive to recommend, prescribe, purchase, supply, sell or administer a particular medicinal product
- Comply with anti-bribery rules
- Comply with rules on data privacy
- Not be paid in CASH (bank transfer only)
- Meet the requirements for events noted above
- Meet the requirements for hospitality noted above
- Be clearly recorded
- Be a subject matter of a written contract signed in advance
- Correspond to a legitimate need for the services/recourse to HCP or HCO
- Fit the expertise, qualifications and experience of the HCP or HCO
- Include compensation which is reasonable & reflects fair market value
- Include the written agreement of the HCP or HCO to the transparent disclosure of his/her relationship with Inventiva
- Not include exclusivity of services by HCP or HCO
- Be subject to receipt of HCP's employer's approval, if applicable
- Correspond to an actual provision of services by the HCP or HCO (no sham contracts)
- Be published, disclosed or approved by local authorities in accordance with local law



Additional specific local laws and regulations may be applicable in some countries for research; agreements (research and development, non-interventional studies, clinical studies).

IV. MEDICAL SAMPLES

Can we provide directly or indirectly samples to HCPs ?

 **Inventiva may NOT provide samples to HCPs. Samples may only be provided AFTER Inventiva has a duly authorized product on the market.**

By way of information only, following marketing approval of a product, samples may be provided if ALL of the following conditions are met:


- The sample must be authorized for sale/marketing in the country of distribution
- Maximum of 4 samples per product, per HCP, per year
- Only take place during the first 2 years after receipt of the marketing authorization
- Only be given upon receipt of a dated and signed written request from a HCP authorized to prescribe such product
- Be no larger than the smallest package form of the medicinal product in the country of distribution
- Be marked "free medical sample - not for sale" & accompanied by a copy of the Summary of Product Characteristics
- Be recorded –a list of names of persons receiving samples, dates on which provided, and samples distributed must be kept
- Not be provided directly by Inventiva to patients
- Be made in accordance with local law

V. GIFTS


What is a gift?

A gift is any item, benefit, advantage, payment or transfer of value which is provided to HCPs or HCOs which is not hospitality, remuneration for services, or grants, donations or sponsorships as set forth in this Code.

Can we give gifts to HCPs or HCOs?

 Gifts may **NOT** be provided, offered or promised to HCPs or HCOs.

✓Pens	✓Chocolates	✓Notepads	✓Bags
✓Pencils	✓Memory sticks	✓Perfume	✓Scarves



VI. INFORMATIONAL OR EDUCATIONAL MATERIALS AND ITEMS OF MEDICAL UTILITY

Can we provide informational or educational materials to HCP or HCO?

 BUT only if it meets ALL of the following conditions

It must:

- Be inexpensive (less than 30 euros HT cumulative on an annual basis)
- Be directly relevant to the practice of medicine or pharmacy
- Be directly beneficial to the care of the patient
- Not be an inducement to recommend, prescribe, purchase, supply, sell, or administer a medicinal product
- Not be a gift in disguise


Can we provide an item of medical utility?

 BUT only if it meets ALL of the following conditions

It must:

- Be inexpensive
- Not be a reduction in routine business expenses of the HCP or HCO
- Be directly relevant to the education of healthcare professionals
- Be directly beneficial to the care of patient
- Not be an inducement to recommend, prescribe, purchase, supply, sell, or administer a medicinal product

Can we provide scientific articles?

 BUT ONLY if they meet the above conditions for informational and educational material and if Inventiva has the right to distribute the articles in question.

VII. OTHER RULES

Please note that relationships with HCOs and HCPs are also governed by other Inventiva rules and procedures, in particular rules on Anti-Bribery, Transparency and Data Protection.

Please refer to Inventiva's policies on these issues for further details.



Sanctions

Examples of Sanctions which may be levied against INVENTIVA

- **Fines: € 750K** (€ 375K)
 - 50% of the costs of the infraction
- **Closure of the Company**
- **Prohibition from engaging in professional / social activities, Placement under judicial supervision**
- **Exclusion from public tenders**
(final or for 5 years max.)
- **Confiscation definitively, Posting & publication of the ruling**

Examples of penalties which may be imposed on individuals

- **Imprisonment: 2 years** (1 year)
- **Fines: € 150K** (€ 75K)
- **Publication of the conviction**
- **Temporary or permanent prohibition to exercise one or more regulated health professions and to manage a commercial or industrial enterprise**