



GOVERNING PROVISIONS

This document (the “Governing Provisions”) sets forth the governing provisions for the Ethical Principles in Health Care (“EPIHC” or the “Principles”). The Principles are a set of ten concise, pragmatic and universally applicable principles to promote ethical conduct and to help guide the decision-making of organizations participating in the provision or funding of private health care. The Governing Provisions are intended to facilitate the administration and implementation of the Principles.

1. Secretariat

- 1.1. **Purpose.** The purpose of the Secretariat is to administer, as more specifically set forth herein, the Principles.
- 1.2. **Role and Duties.** The Secretariat’s role is generally administrative in nature.
 - a) Among other duties, the Secretariat shall:
 - (i) promote and disseminate the Principles;
 - (ii) administer the process of becoming a Signatory (as described in Section 3.1 (*Becoming a Signatory; Signatory Letter*));
 - (iii) receive Signatory Letters (as that term is defined in Section 3.1 (*Becoming a Signatory; Signatory Letter*)) and all other documents necessary for the administration of the Principles;
 - (iv) address procedural inquiries received from current and prospective Signatories;
 - (v) manage communications and publicity, including the website, press and general updates with current and potential Signatories;
 - (vi) maintain Signatory lists;
 - (vii) organize meetings of an advisory board (the “Advisory Board”) (if and once established);
 - (viii) manage the process of reviewing the Principles and issuing proposed amendments to the Principles in accordance with Section 4 (*Amending the Principles*) hereof; and
 - (ix) undertake such other acts as it deems necessary or appropriate, in its sole judgment and discretion, in respect of this Section 1.2 (*Roles and Duties*).

- b) Additionally, the Secretariat may, upon thirty (30) days prior written notice to the Signatories:
- (i) propose the establishment and selection of the Advisory Board with such purpose as set forth in Section 2.1 (*Establishment and Purpose*) below; and
 - (ii) impose, collect and administer fees that it deems necessary to carry out its role and duties hereunder (provided that, for clarity, if a Signatory voluntarily terminates its status as a Signatory pursuant to Section 3.6 (*Voluntary Termination*) during such thirty (30) day period, it shall have no liability or obligation in respect of any fees so imposed).

1.3. **Limitations.** The Secretariat shall have no responsibility to:

- (i) endorse Signatories or certify their alignment with the Principles;
- (ii) investigate or verify the accuracy of Signatories' marketing materials or any claims, representations or assertions referencing the Principles or a Signatory's alignment therewith;
- (iii) approve interpretations of the Principles; or
- (iv) suspend or terminate a Signatory's registration, except under the circumstances described in Section 3.5 (*Involuntary Termination*) below.

The Secretariat shall be entitled to rely without inquiry on any representation or assurance provided by any Signatory, and on any advice of counsel or other adviser, in undertaking or determining not to undertake any activity described herein.

1.4. **Selection of Secretariat; Transfer; Resignation.** The first Secretariat will be hosted by International Finance Corporation ("IFC"). Each host of the Secretariat shall select, in its sole discretion, one or more individuals (who may be employees or consultants of the host of the Secretariat) to serve as Secretariat. If the host of the Secretariat decides to resign as host of the Secretariat, it shall provide ninety (90) days' notice to the Signatories. During the ninety (90) day period following receipt of such notice, the Secretariat shall make reasonable efforts to identify a new host and, if a new host has been identified, shall provide notice to the Signatories of such new host's identity. At the end of such notice period, the host of the Secretariat may (i) transfer the Secretariat to such new host or (ii) if a new host has not been identified, terminate its administration of the Principles in accordance with Section 7 (*Terminating Administration of the Principles*) hereof.

1.5. **Budget for Secretariat.** The functions of the Secretariat will be funded by the host, unless the Secretariat determines to impose fees in accordance with Section 1.2(b)(ii) (*Role and Duties*).

- 1.6. **Conflicts of Interest.** The Secretariat shall maintain appropriate conflicts of interest policies and procedures with respect to the investment and advisory operations of, and status as a Signatory of, IFC or any future Signatory that houses the Secretariat, in accordance with its internal policies, procedures and practices. To the extent practicable, each successor Secretariat shall initially apply substantially the same conflicts of interest policies and procedures as the Secretariat's immediate predecessor, but any Secretariat may, from time to time, modify such policies and procedures as the Secretariat deems appropriate, in the Secretariat's sole discretion. The Secretariat shall provide thirty (30) days' notice to the Signatories, of any changes to the Secretariat's conflicts of interest policies and procedures. For the avoidance of doubt, for so long as IFC hosts the Secretariat, IFC may access information provided by the Signatories or Advisory Board to the Secretariat and (a) use the names and contact information of the Signatories in relation to the possible provision of services by IFC to a Signatory and (b) use the names and logos of the Signatories for publicity or otherwise, in accordance with IFC's internal policies, procedures and practices.
- 1.7. **Insurance.** The Secretariat may purchase and maintain insurance on its own behalf or on behalf of any individual or entity with respect to liabilities arising in relation to the Principles or these Governing Provisions. The Secretariat shall not be liable to anyone for its failure to purchase any such insurance or for the inadequacy of any coverage.
- 1.8. **No Fiduciary Obligations.** Neither the host of the Secretariat nor the Secretariat itself shall have any fiduciary or similar duties to Signatories or the Advisory Board solely by reason of their serving as host of the Secretariat or the Secretariat.

2. Advisory Board

- 2.1. **Establishment and Purpose.** The Secretariat may, upon thirty (30) days prior written notice to the Signatories, establish the Advisory Board to advise the Secretariat on the administration and evolution of the Principles. The Secretariat may, in accordance with Section 8 (*Amendment of the Governing Provisions*), amend these Governing Provisions to establish or revise rules and procedures governing the operations of the Advisory Board.
- 2.2. **Role and Duties.** The Advisory Board's role shall be entirely advisory and shall include no oversight responsibilities or other authority.
- 2.3. **No Fiduciary Obligations.** Neither members of the Advisory Board nor their representatives shall have any fiduciary or similar duties to Signatories or the Secretariat solely by reason of their serving on the Advisory Board.
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3. Signatories

- 3.1. **Becoming a Signatory; Signatory Letter.** A Signatory must commit to align with the Principles, which alignment may be at the corporate, line of business, fund or investment vehicle level. To become a Signatory, an organization must sign and deliver to the Secretariat, duly executed by an authorized person and in the form determined by the Secretariat from time to time, a signatory letter, a form of which is attached hereto as Exhibit A (the "Signatory Letter"). As part of the Signatory Letter, a Signatory must agree to accept the requirements and limitations contained in these Governing Provisions, as they may be amended from time to time by the Secretariat.
- 3.2. **Amendments to Signatory Letter.** In the event that a Signatory wishes to amend the list of businesses, operations and assets under management that it has agreed to align with the Principles (the "Covered Businesses") previously specified in its Signatory Letter, the Signatory shall deliver to the Secretariat a copy of the original Signatory Letter accompanied by an amendment executed by an Authorized Person of that Signatory, in a form acceptable to the Secretariat.
- 3.3. **References to Signatory Status and to the Principles; Marks.** Each Signatory shall be permitted and encouraged to make accurate references to its status as a Signatory to the Principles. Each Signatory shall clearly state which of its Covered Businesses it has agreed to align with the Principles. No Signatory shall imply that its status as a Signatory is an endorsement or verification of its alignment with the Principles by the Secretariat, the Advisory Board, IFC, or any member of the World Bank Group, nor shall any Signatory imply that the Secretariat, the Advisory Board, IFC or any member of the World Bank Group is providing any legal or investment advice in connection with the Principles. The Secretariat may from time to time issue further guidelines setting out requirements that Signatories may use to describe their status, the activities of the Secretariat, or the Principles, and for use of any trademark or trade name (including the names "EpiHC" and "Ethical Principles in Health Care") and any EpiHC logo (collectively, the "Marks") created or used in connection with the Principles.

For clarity, unless IFC otherwise agrees, as between IFC and the Signatories, the names "EpiHC" and "Ethical Principles in Health Care" shall be owned by IFC and administered by the Secretariat in accordance with any requirements IFC may establish from time to time. Neither IFC nor the Secretariat shall have any obligation to register, maintain or enforce any trademark or trade name in respect of the Principles.

- 3.4. **License.** Subject to the terms of these General Provisions and the Signatory Letter, IFC grants to the Signatories a non-exclusive, royalty-free, non-transferable license, without the right to sublicense, to use the Marks solely for the purposes set forth in the General Provisions and the Signatory Letter (the "License").

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- a) Unless otherwise agreed by the Secretariat, the Marks may be used only by a Signatory for so long as it complies with these General Provisions and its Signatory Letter, any further guidelines or requirements issued by the Secretariat from time to time, and applicable law. The Marks may not be used by any Signatory in any way that suggests that the Secretariat or IFC approves or endorses such Signatory's products or services, or any investment in or offering of securities by such Signatory, or any statement made by such Signatory in relation to the Principles.
 - b) The Signatories may not grant to any third party, including, without limitation, an end user of any individual Signatory's website, a sublicense or any other right to any of the Marks or otherwise permit any third party to use the Marks, with the exception of those affiliated entities within the Covered Businesses designated in the relevant Signatory Letter.
 - c) The Signatories shall defend, indemnify and hold IFC, the Secretariat, the Advisory Board, and any member of the World Bank Group, harmless from and against any and all damage, loss, liability or expense (including reasonable attorneys' fees) that any of them may suffer or incur arising from, related to, or as a result of any claim arising from the Signatory's use of the Marks. For clarity, IFC shall have no liability to the Signatories with respect to any claim that the Marks infringe the intellectual property rights of any third party.
 - d) IFC may terminate the License granted herein, in whole or in part, at any time (i) if the Secretariat terminates administration of the Principles in accordance with Section 7 (*Terminating Administration of the Principles*); (ii) upon any material breach of these General Principles, including Sections 3.3 (*References to Signatory Status and to the Principles; Marks*) and 3.4 (*License*) specifically, or the Signatory Letter, by the Signatory that cannot be cured or remains uncured for a period of ten days following notice of such breach by IFC or the Signatory; or (iii) immediately upon the judgment of the Secretariat, and upon notice by IFC, if the Secretariat or IFC reasonably believe that damage or reputational harm is occurring or may occur to it or any of its affiliates by reason of the continuation of the License.
- 3.5. **Involuntary Termination.** A Signatory shall no longer be eligible to be a Signatory and will have its status as a Signatory involuntarily terminated if: (i) it or any of its Affiliates (as that term is defined below) is named on any of the lists from time to time promulgated by the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter, or on the World Bank Listing of Ineligible Firms & Individuals; or (ii) in the event that any representation or statement expressed by the Signatory in connection herewith is determined to be false, fraudulent, negligent or materially incorrect, incomplete or misleading. The Secretariat's determination that there
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are grounds to terminate a Signatory shall be conclusive and such termination shall be automatic. For purposes hereof, "Affiliate" shall mean any individual, entity or other enterprise or organization controlling, controlled by, or under common control with the Signatory.

- 3.6. **Voluntary Termination.** A Signatory may voluntarily terminate its status as a Signatory by notice in writing to the Secretariat.
- 3.7. **Effect of Termination or Suspension.** In the event that a Signatory's status as a Signatory is terminated or suspended, the relevant organization shall promptly remove any references on its website or elsewhere to its status as a Signatory to the Principles.
- 3.8. **Compliance.** Signatories shall not disclose any confidential or commercially sensitive information to the Secretariat, including future business plans, in connection with any activities, communications and conversations undertaken by them in relation to the Principles which they are not authorized to disclose or which might be deemed in violation of applicable law, including but not limited to, any applicable securities law, or otherwise undertake any activity, communication or conversation in relation to the Principles that might be deemed in violation of applicable antitrust, competition, or similar laws.
- 3.9. **Arbitration.** For any dispute between the Signatories or between a Signatory and the Secretariat arising out of or relating to the Principles, the Signatory Letter, or these Governing Provisions, or any matter contemplated herein, the relevant parties will attempt in good faith to resolve the dispute amicably within sixty (60) days from the date on which written notice of a dispute is received. In the event that an amicable resolution is not achieved in that time, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce then in effect by one (1) sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be London.

Nothing in the Principles, the Signatory Letter, or these Governing Provisions in any way constitutes or implies a waiver, renunciation, or any other modification by any multilateral treaty-based organization (acting in any capacity contemplated herein, including as a Signatory or as Secretariat) of any privilege, immunity or exemption accorded to it, or to its officers and employees, under its respective constituent instrument, any international convention, or applicable law. All such privileges and immunities are expressly reserved.

Nothing in the Principles, the Signatory Letter, or these Governing Provisions, express or implied, is intended to or shall confer upon any natural or juridical person other than the Signatories or Secretariat any legal or equitable right, benefit, or remedy of any nature under or by reason of the Principles, the Signatory Letter, or these Governing Provisions. Without limiting the foregoing, a natural or juridical person who is not a Signatory has no

right under Contracts (Rights of Third Parties) Act 1999 (United Kingdom), or any similar legislation or analogous rule elsewhere, to enforce or enjoy the benefit of any term of the Principles, the Signatory Letter, or these Governing Provisions.

- 3.10. **No Fiduciary Obligations.** Signatories shall not have any fiduciary or similar duties to the Secretariat or the Advisory Board solely by reason of their status as Signatories.

4. Amending the Principles

The Secretariat may, from time to time, invite the Signatories to submit proposed amendments to the Principles. The Secretariat will review such proposals and prepare a consolidated list of amendments that it recommends. Amendments to the Principles shall be approved by the Secretariat upon thirty (30) days prior written notice to the Signatories.

5. Notices

- 5.1. **Notice to Secretariat.** Any notice, ballot or other communication that is to be provided to the Secretariat under these Governing Provisions shall be delivered to the Secretariat at such electronic mail address (or in the event of a failure of electronic mail delivery systems, postal mail address) as the Secretariat shall specify on its website from time to time.
- 5.2. **Notice to Signatories.** Any notice, ballot or other communication that is to be provided to the Signatories under these Governing Provisions shall be deemed to have been delivered on the date on which the Secretariat (a) posted such communication on the Secretariat's website or (b) delivered such communication by electronic mail (or in the event of a failure of electronic mail delivery systems, postal mail) to the Signatories.

6. Other Policies and Procedures

The Secretariat may, in the Secretariat's sole discretion, publish on its website other appropriate policies and procedures necessary for the administration of the Principles, as long as such policies and procedures are consistent with the Secretariat's administrative role. Such policies and procedures may include, for instance, policies and procedures relating to confidentiality, conflicts of interest, intellectual property, or antitrust.

7. Terminating Administration of the Principles

If, (i) in the judgment of the Secretariat, the Principles no longer serve a beneficial purpose or there is not sufficient interest from Signatories to continue to administer the Principles or (ii) the host of the Secretariat resigns as host of the Secretariat pursuant to Section 1.4 (*Selection of Secretariat; Transfer; Resignation*) and, in either case, a new host is not identified

within ninety (90) days of the date that the Signatories receive notice of such resignation, the Secretariat shall terminate administration of the Principles, provided that, if the Secretariat is hosted by an entity other than IFC, IFC may, at its election, have up to sixty (60) days to identify a new host and, if IFC is unable to identify a new host within such period, IFC may, in its sole discretion, assume the role of interim host until a new host is identified, or for such shorter period as it deems appropriate.

8. Amendment of the Governing Provisions

These Governing Provisions may be amended from time to time by the Secretariat in the Secretariat's sole discretion. The Secretariat shall provide thirty (30) days' notice to all Signatories of any proposed amendment; provided that Section 3.9 (*Arbitration*) may only be amended by the unanimous approval of all Signatories in good standing. The Governing Provisions, as amended from time to time, shall be binding on all Signatories.

These Governing Provisions should not be regarded as incorporating legal or investment advice or as providing any recommendation regarding the suitability of the Principles for a prospective Signatory's specific purposes. Each prospective Signatory is encouraged to consult its own advisers before making any decision about whether to align with the Principles, or to undertake any reporting or independent verification of alignment as summarized herein. A decision to align with the Principles must be made voluntarily and independently, and any such decision will be without recourse to the IFC, the World Bank Group or other Signatories.

Signatory status is not an endorsement or verification of a Signatory's alignment with the Principles by the Secretariat, the Advisory Board or IFC and none of the Secretariat, the Advisory Board or IFC is responsible for, or shall be held liable in connection with, any act, omission or disclosure by any Signatory or any Affiliate of a Signatory or otherwise in respect of the Principles. In addition, none of the Secretariat, the Advisory Board or IFC shall have any obligation to determine if a Signatory's status as a Signatory should be suspended or terminated and shall not be held liable for any suspension or termination of a Signatory's status as a Signatory or any failure to suspend or terminate such status.

Advisory Board members may include shareholders and employees of representatives of IFC clients and other organizations or individuals having business relationships with IFC. Neither IFC nor any member of the Advisory Board will be deemed liable to Signatories (or any other party) for any act or omission undertaken by it in the course of its activities with respect to the Principles or otherwise.

EXHIBIT A

Form of Signatory Letter

Ethical Principles in Health Care**Signatory Letter**

[Insert name of institution] (the "Signatory") is pleased to affirm, effective as of [insert the date of this Signatory Letter] its adoption of the Ethical Principles in Health Care ("EPIHC" or the "Principles") with respect to the Covered Businesses listed below. Terms not defined in this letter have the meanings set forth in the Governing Provisions of the Principles (the "Governing Provisions").

Covered Businesses:
[insert]

In connection with the affirmation of the Principles, the Signatory hereby affirms that so long as it remains a Signatory to the Principles it will accept the requirements and limitations that may be established from time to time in accordance with the Governing Provisions.

The Signatory represents, warrants and undertakes that neither it nor any of its Affiliates (as defined below) is listed or designated on any of the lists currently promulgated by the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter or on the World Bank Listing of Ineligible Firms & Individuals. In the event that it (or any of its Affiliates) is listed or designated in the future on any such list, the Signatory agrees to promptly notify the Secretariat of such occurrence. The Signatory understands that its status as a Signatory is subject to (among other things) compliance with the conditions set forth in this paragraph, and that its Signatory status may be revoked, suspended or terminated for any violation of or failure to comply with such requirements. For purposes hereof, "Affiliate" shall mean any individual, entity or other enterprise or organization controlling, controlled by, or under common control with the Signatory.

The Signatory acknowledges and agrees that for so long as IFC hosts the Secretariat, IFC may access information provided by the Signatories or Advisory Board to the Secretariat and (a) use such information in its investment and advisory operations, including in relation to the possible provision of services by IFC to a Signatory and (b) use the name and logo of the Signatory for publicity or otherwise, in accordance with IFC's internal policies, procedures and practices.

The Signatory acknowledges and agrees that Signatory status is not an endorsement or verification of its alignment with the Principles by the Secretariat, the Advisory Board, International Finance Corporation ("IFC") or any member of the World Bank Group (the "WBG"), and that none of the Secretariat, the Advisory Board, IFC or any member of the WBG is providing any legal or investment advice in connection with the Principles. In addition, none of the Secretariat, the Advisory Board, IFC or any member of the WBG is responsible for, or shall be held liable in connection with, any act, omission or disclosure by any Signatory or otherwise in respect of the Principles.

The Signatory hereby designates the following person(s) (each, an "Authorized Person") as its authorized representative(s) of the Signatory with respect to the Principles. The Signatory confirms and undertakes that each such Authorized Person is authorized (without power of substitution except as expressly provided in the General Provisions) to execute any and all writings and agreements and to take any other action, in each case, on behalf of the Signatory, in relation to the Principles or the General Provisions, as s/he may reasonably deem necessary or appropriate from time to time.

Authorized Person

Name:

Address:

Electronic mail address:

Telephone number:

Authorized Person

Name:

Address:

Electronic mail address:

Telephone number:

Sincerely yours,

Signed:

Name:

Title:

For: [Insert name of institution]