



CODE OF ETHICAL CONDUCT AND CONFIDENTIALITY

CRIBIQ
Consortium de recherche et innovation en bioprocédés
industriels au Québec

April 2010



Sustainable Development First!

1. BACKGROUND

This Code of ethical conduct and confidentiality of the **CRIBIQ - Québec Industrial Bioprocesses Research and Innovation Consortium** (hereinafter called the “**Consortium**”) spells out the norms that all the directors, officers, employees, consultants and members sitting on the different committees established by the Consortium (hereinafter collectively called the “**Designated persons**”) are required to comply with in the course of their relations with the Consortium.

The rules proclaimed in the present Code are essentially based upon respect for the Consortium's values and duties. These values and duties must enable the Designated persons to optimize both their working conditions and their collaboration on the joint projects, in an environment marked by trust and harmony.

The rules spelled out below are not proclaimed in a spirit of constraints, but rather they seek to elicit sensitivity, awareness and conscientiousness with regard to principled and responsible conduct for all the persons involved in the Consortium's activities, whether they act as directors, officers, employees, consultants, committee member or in any other role.

1.1 Purpose

The purpose of this Code is to formalize within the Consortium:

- a set of common values;
- rules of proper conduct to which each Designated person is invited to comply with in the pursuit of their activities within the Consortium.

This Code notably recapitulates the obligations of compliance with the principles and ethical rules that apply within the Consortium, as well as the obligation to comply with the laws in effect.

The purpose of this Code is not to provide an unequivocal response to all the questions or situations that might arise. On the other hand, it does constitute an initial benchmark reference point in adopting the conduct necessary to abide by the Consortium's values.

1.2 Scope

This Code applies, under all circumstances and without exception, to all the Designated persons.

A copy of this Code shall be given to each Designated person. The Designated persons shall undertake to sign the declaration that appears at the end of the present Code certifying that they have attentively read and understood the Code, as well as the duties and obligations that arise from it.

2. UNDERTAKINGS AND RULES OF GOOD CONDUCT

2.1 General Conduct

2.1.1 In the performance of their functions

Each Designated person undertakes to have the Consortium's values and fundamental principles complied with, as they are more fully described below.

In the course of their relations with other Designated persons, it falls upon each person to espouse courteous behaviour and respectful attitudes, free from any kind of discrimination.

2.1.2 Compliance with the laws in force

In all the acts that Designated persons perform on behalf of the Consortium or in connection with any given project under the aegis of the Consortium, each Designated person undertakes to comply with the laws and regulations in force, as well as all rules of public order.

Any research project in which the Consortium accepts to participate must be based upon state of the art knowledge and judged technologically sound subsequent to the assessment of the Consortium's decision-making bodies. Such a project must comply with the applicable legislation in the Province of Québec and ethical principles recognized by the scientific community.

2.1.3 Mutual assistance and development of the Consortium

The Designated persons undertake to foster the successful completion of the research and development projects sponsored by the Consortium, notably through mutual assistance between all Designated persons on the basis of each of their areas of competence and activity, based on the principle of complementarity.

The Designated persons shall communicate all the legal and authorized information that can contribute to the Consortium's development within the Consortium.

The Designated persons shall abide by the Consortium's goals and undertake to take all the action necessary to successfully complete the Consortium's projects.

2.1.4 Property and the use of assets

The Designated persons shall make use of the Consortium's assets solely for professional and legitimate purposes. They shall use the Consortium's assets with care and protect them against loss, damages or any kind of abusive use.

In addition, a Designated person cannot make use of any assets that belong to another Designated person for their own personal purposes.

2.1.5 Conflicts of interest

Any act carried out by a Designated person in the pursuit of their activities with the Consortium must be in the sole interest of the Consortium and cannot be motivated by any personal considerations or on behalf of their employer, where applicable. Generally speaking, participation in the Consortium must not be used to acquire, use or circulate information in any manner that is incompatible with ethical conduct and with a view towards developing one's own activities, or those of one's employer, where applicable, either in the present or the future. Accordingly, all Designated persons must avoid

putting themselves into any kind of conflict of interest situation, whether real or apparent, in the exercise of their functions.

For example, shall be considered a “conflict of interest” any situation in which a Designated person were to:

- participate in making a decision in which they could enjoy a direct or indirect benefit in the course of their activities within the Consortium;
- gain knowledge about information regarding which they could profit, in any way whatsoever, by using or circulating it;
- compromise the independence and impartiality necessary for exercising their functions or duties, whether paid or not, that they have undertaken to carry out with the Consortium;
- embark upon an activity that could directly or indirectly constitute competition with the Consortium or vis-à-vis any one of its members.

In the event that a Designated person finds themselves in a conflict of interest situation or has knowledge that another Designated person is in such a situation, this Designated person is then invited to initiate the procedure to report such an offence, as stipulated herein.

2.2 Confidentiality

2.2.1 Obligation

The Designated persons will get to work with, and thus acquire knowledge and exchange information with other Designated persons involved in the Consortium.

The Designated persons in the Consortium undertake to abide by all the confidentiality undertakings and/or rules described in the present article 2.2 and to have all outside service suppliers that they may use sign a confidentiality undertaking, and likewise for any of the personnel that the supplier puts at their disposal to provide the services offered by said suppliers.

The confidentiality obligation must be complied with both in the course of any joint work carried out with other Designated persons with a view towards completing the research projects sponsored by the Consortium, as well as outside of the Consortium.

2.2.2 Definitions

Confidential information: information and data of any nature, that might notably be characterized as technical, scientific, economic, financial, commercial, accounting, any plan, study, prototype, equipment, audit, empirical data and tests, drawings, graphic representations, specifications, know-how, experience, software and programs, in whatever form, media or means including, without limitation, oral and written communications, or information recorded on any kind of media whatsoever, owned by a Designated person and their employer or a member of the Consortium or any confidential information regarding the studies, research and projects of the members of the Consortium, knowledge and know-how of the members whose distribution and utilization inside and outside of the Consortium is prohibited or whose disclosure could risk damaging or adversely affecting such Designated persons or members of the Consortium, and that remain restricted to solely the persons directly designated by the Consortium.

2.2.3 Applicable rules

The Designated persons are liable to a greater obligation of discretion and confidentiality with regard to Confidential information related to the work and research projects that are in the planning stages, or in the course of being carried out, or that are already completed, within the framework of the Consortium's research program.

The Designated persons shall not communicate any Confidential information to anyone who isn't participating in the research project under consideration, and this, whether they are members of the Consortium or not.

In the event of non-compliance with one or several of the rules imposed by this Code, any Designated person, irrespective of their status, shall be reprimanded in accordance with the disciplinary actions that are stipulated herein. Any such disciplinary action that can be imposed will be done without prejudice to the Consortium's right to initiate judicial proceedings before the courts.

In order to preserve the protection of Confidential information, each Designated person who acquires confidential information undertakes to:

- keep the Confidential information secure and confidential;
- treat any Confidential information that is received with the same degree of precaution and security as they would do with their own Confidential information or that of their employer;
- not use the Confidential information for any purposes other than setting up and/or carrying out the research project;
- only reveal the Confidential information to those members of their personnel who are involved in setting up and/or carrying out the research project;
- do all that is necessary to ensure that any Person to whom confidential information is communicated, in accordance with these presents, undertakes to treat the Confidential information with the same degree of confidentiality as what is set out herein;
- preserve the formulations of copyright, confidentiality, prohibition to copy, or any other proprietary or confidentiality indications, that may appear on the various elements that are communicated, whether they be originals or copies.

In addition, the Designated persons shall refrain from:

- any kind of disclosure of any Confidential information, to any third party whatsoever;
- using and/or taking advantage in whole or in part of the Confidential information for any purposes other than setting up and/or carrying out the research project;
- filing a patent application in their name only based on Confidential information of which they are not the rightful owners, and more generally speaking, any title to industrial property whatsoever;
- taking advantage, thanks to the communication of Confidential information, of any kind of assignment, licensing of property or any kind of earlier right of possession with regard to the Confidential information.

2.2.4 Limits to the confidentiality undertakings

Designated persons are not liable to any confidentiality obligations regarding information that:

- a) is explicitly identified as not being confidential by the Designated person who is the proprietor of said confidential information;
- b) before the Designated person proprietor had communicated it, was already held or known by the Designated person recipient, provided that the latter can substantiate the foregoing;
- c) was in the public domain before it was communicated by the Designated person proprietor or that would have become public thereafter, without any fault on the part of the Designated person recipient, and without any breach of an obligation of secrecy;
- d) received lawfully from a third party, without any breach of an obligation of secrecy;
- e) was developed by or for the Designated person recipient, independently of any access to the Confidential information.

2.2.5 Liability

The Designated persons recognize that any breach on their part of their confidentiality undertakings will cause a serious prejudice to the Designated person proprietor, and that the latter could seek redress from them.

2.2.6 Restitution

In the event that a Designated person abandons a research project or their abandonment of activities with the Consortium, the latter undertakes to spontaneously and immediately surrender possession of all the Confidential information that has been transmitted to them.

In the case where a research project is abandoned by all the Designated persons, the Confidential information shall likewise be spontaneously destroyed or its possession surrendered immediately, without any copies of it being conserved, whether they be recorded on paper, or on any other kind of paperless media.

2.3 Interactions with others

In the course of their interactions with others, the Consortium's Designated persons shall always pay close attention to:

- complying with an obligation of discretion and confidentiality regarding all their activities within the Consortium and in the Consortium's projects;
- complying with an obligation of reserve and prudence in their interactions with all persons, whether natural or legal, outside of the Consortium;
- promoting the Consortium's image and thus avoiding any conduct or attitudes that are susceptible of harming the Consortium's image and thereby undermining its reputation or status.

2.4 Evolution

This Code is a document that must adapt to the Consortium's evolution.

Accordingly, the Consortium's Designated persons are invited to submit to the Consortium any comments or proposals that are likely to foster the evolution of the provisions in this Code and this, with the goal of instigating an effective ethics policy within the Consortium in terms of competitiveness.

The Designated persons recognize that this Code can be modified, replaced or repealed, from time to time, by the Consortium's Board of Directors, without any prior notice.

3. REPORTING A BREACH

Any Designated person who has knowledge of a possible breach of this Code or of any law or who has information that gives them reasonable grounds to believe that such a breach shall be committed is required to report this fact by informing the Consortium's Executive Director or the President of its Board of Directors, as soon as possible. In this regard, the latter has the power to weigh the seriousness of the breach that has been reported to them and to impose the appropriate disciplinary actions, where applicable. The latter may also be called upon to act as a mediator should the situation so require.

Should there be any uncertainty regarding the behaviour to adopt or regarding the application of this Code, each Designated person is invited to consult immediately with the Consortium's Executive Director or the President of its Board of Directors.

4. DISCIPLINARY ACTION

Any breach of the provisions of this Code or any divergence from the principles and values that it is designed to promote shall constitute a violation of the Code that is subject to disciplinary actions that could go as far as a discharge, removal or dismissal of the Designated person, regardless of their position, and this, without warning. None of the provisions in this Code shall be interpreted as prohibiting the Consortium or any Designated person from seeking appropriate judicial redress in the event of any damages or harm incurred pursuant to the breach of this Code.

DECLARATION

I, the undersigned, hereby declare that I have taken cognizance of this Code of ethical conduct and confidentiality of the Consortium and that I understand its meaning and scope and I undertake to comply with this Code of ethical conduct and confidentiality.

By: