

March of Dimes

Provider Code of Conduct

March of Dimes (“**MOD**”) strives to comply with all applicable laws, regulations and MOD policies, and is committed to conducting all of MOD’s business operations and programmatic activities with the highest standards of ethical conduct. MOD has created this Provider Code of Conduct to clarify the minimum standards by which all vendors, suppliers, distributors, subcontractors, and Government grant sub-awardees (“**Providers**”) are required to conduct themselves when providing goods and services to MOD. For purposes of this Provider Code of Conduct, “Provider” shall include any of its officers, employees, and subcontractors.

Compliance with Law

Providers shall conduct their business activities in compliance with all applicable laws and regulations.

Ethics Policy

All forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery, are strictly prohibited. Records prepared for MOD, including records of work time and expenses, must be accurate, truthful and complete, and must meet applicable standards and requirements.

Financial Integrity

Providers are required to accurately document all contract and grant transactions related to work performed for MOD. The handling and disbursement of funds related to MOD business transactions must be documented and carried out pursuant to a duly authorized written contract with clearly defined procedures. Documents must not be inappropriately altered or signed by those lacking proper authority. No undisclosed or unrecorded fund or asset related to any MOD transaction may be established or maintained for any purpose.

Conflict of Interest

Providers shall not enter into a relationship with MOD, including its Officers, Directors or employees that would create a conflict of interest, or the appearance thereof. When an actual, potential, or perceived conflict of interest occurs, that conflict must be disclosed, in writing, by the Provider to MOD.

Bribes, Gifts, Entertainment, Favors and Payments

Providers shall not offer, promise, or give any MOD employee, volunteer or agent (“**representative**”) any gifts, payments, services, or any other favors if these would, or might appear to, improperly influence MOD representative in performing his or her duties for MOD. MOD employees may not encourage or solicit gifts, entertainment or services from a Provider. Further, Provider shall not provide gifts or anything of value to any employee or representative of a Federal, state or municipal government, or an employee or representative of a foreign government or public international organization.

Non-Preference for March of Dimes Supporters

Provider acknowledges that March of Dimes *universally* asks that all of MOD's business partners consider supporting March of Dimes and its programs, either through a corporate donation or by engaging their employees. Given our universal outreach, and to help ensure the highest standards of stewardship and confidence in the integrity of our organization and its mission, *March of Dimes will not provide a preference in its procurement decisions based on whether or the extent to which a provider has donated to or sponsored the March of Dimes or its programs.*

Nondiscrimination

Providers shall not subject any person to unlawful discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement, on the basis of race, gender, color, religion, nationality, ethnic, or social origin, age disability, marital status, military status, height, weight, sexual orientation, or political opinion.

Fair Competition

Providers shall comply with all applicable antitrust and fair competition laws. Accordingly, among other things, a Provider shall not: (i) enter into any agreement, plan or understanding (written or oral), with regard to MOD business, with any of the Provider's competitors relating to price, terms or conditions of sale, production, distribution, territories or customers; or (ii) exchange or discuss with any of its competitors pricing, marketing plans, manufacturing costs or other competitive information.

Acceptable Use

Providers, who have access to MOD's Systems, shall comply with MOD's Acceptable Use Policy.

Privacy & Security

"**Personal Information**" is defined in MOD's Privacy Policy. Providers that gather or maintain Personal Information for MOD shall gather and store such information in a manner that complies with MOD's Privacy Policy, as may be amended, and obtain all relevant and necessary consents for use and disclosure of Personal Information in conformity with applicable law and MOD policies.

Procurement Standards

Providers shall comply with MOD's Procurement Standards, as amended. In particular:

- Vendor selection is based on multiple components including but not limited to: quality, ability to provide material or services, service levels, and price.
- Providers are required to submit a Request for Proposal for expenditures of \$50,000 or more, or \$25,000 or more for any government expenditure.
- Providers must develop their proposals independently without consulting with other firms, unless Provider submits a joint proposal with another firm.

Travel and Expense Policy

Provider shall comply with MOD's travel and expense policy (available on the March of Dimes website and upon request).

Environmental Impact

Providers must be in compliance with all applicable environmental laws and regulations. Providers shall minimize the negative impacts their business operations have on the community, environment and natural resources throughout their supply chain.

Freedom of Association

Providers shall recognize and respect the rights of employees to freedom of association and collective bargaining, as permitted by and in accordance with applicable laws and regulations.

Safe & Healthy Working Conditions

Providers shall proactively manage health and safety risks to provide an incident-free environment where occupational injuries and illnesses are prevented. Providers must implement management systems and controls that identify hazards and control risks related to their specific industry.

Harassment and Abuse

Providers must respect the rights and dignity of their employees. Human rights abuses, including physical, sexual, psychological or verbal harassment or abuse of workers, will not be tolerated.

Child and Involuntary Labor

Providers shall not use child, forced, bonded, prison or indentured labor. Providers shall not employ any children. MOD defines "child labor" as being below the local minimum working age or age 15, whichever is higher. Ineligible Providers MOD will not enter into transactions or dealings with any Provider if it or any of its officers, directors or employees is, or becomes 1) debarred from receiving contracts or grants from any government or quasi-governmental or international organization, or 2) is subject to sanctions from the US government, foreign government, or international organization. Provider shall promptly notify MOD in writing if either of these conditions is met.

Government Contracts & Grants (as applicable)

In addition to the other requirements set forth in the Provider Code of Conduct, Providers performing services for MOD under a contract or grant from the Federal, state, or municipal governments may be subject to additional requirements, including the Federal Acquisition Regulation ("**FAR**") and/or Federal grant regulations. In general, the terms and conditions of the relevant contract or grant will set forth or incorporate by reference the requirements applicable to a Provider performing services under a government contract or grant. Providers should therefore carefully review their contract or grant to identify all applicable requirements. While the list below is not exhaustive, Providers performing services under a government contract or grant may be required to comply with the following requirements:

Socioeconomic Policies. Providers performing services for government customers are generally subject to additional socioeconomic requirements, including, but not limited to policies regarding equal opportunity, affirmative action, civil rights and drug-free workplaces. The

requirement to adhere to these socioeconomic policies when performing work for MOD will generally be established by the terms and conditions of the relevant contract or grant agreement.

Government Audit and Reporting Requirements. Providers are required to cooperate with all government audits in connection with any services performed for MOD under a contract or grant from the U.S. Government, even if a Provider is performing work as a subcontractor or subawardee. Providers shall also comply with applicable record retention and financial reporting requirements, as prescribed in the Provider’s contract or grant.

Registration Requirements. Providers performing work under Federal contracts and grants are required to be registered in the System for Award Management (“SAM”) database, the central repository for information regarding entities receiving Federal awards. Registration in the SAM database requires an entity to obtain a DUNS number and complete certain representations and certifications. Registration in the SAM database is required prior to award.

Code of Ethics and Business Conduct. Certain Providers may be required to implement a Code of Business Ethics and Conduct if performing a significant amount of work for the Federal government. If subject to this requirement, Providers shall implement a compliance program and internal control system to monitor and report improper conduct in connection with the performance of a government contract.

Procurement Integrity Act (“PIA”). U.S. federal law generally prohibits the disclosure or receipt of contractor proposal and source selection information relating to federal procurements. Providers performing government contract and grant work are required to adhere to the PIA and thus are generally prohibited from soliciting or receiving any source selection information or competitor proposal information. Providers are further required to immediately notify MOD if it they receive unauthorized source selection information or competitor proposal information that relates to the services Provider performs for MOD.

Anti-Kickback Act. The Anti-Kickback Act prohibits contractors from offering or providing anything of value for the purpose of obtaining favorable treatment in connection with the award of a U.S. government contract or subcontract. MOD policy therefore prohibits Providers from offering, providing, soliciting, or accepting anything of value for the purpose of rewarding favorable treatment in connection with a government contract, subcontract or grant. 3 (Rev 2/25/14)

Intellectual Property and Obligations of Confidentiality

MOD respects the intellectual property rights of others and expects Providers to respect MOD’s intellectual property rights. Providers must appropriately safeguard MOD confidential information, and may not use MOD proprietary information without written permission. Similarly, in the course of working with or for MOD, Providers must not use proprietary information of third parties without appropriate authorization.

International Transactions (as applicable)

Providers conducting business on behalf of MOD outside of the U.S. and its territories shall also comply with the following standards:

Anti-corruption Laws. Providers must be in compliance with, and shall not violate, the U.S. Foreign Corrupt Practices Act, and the rules and regulations thereunder (“**FCPA**”), any international anti-corruption conventions, or any applicable anti-corruption laws and regulations of the countries in which they operate (collectively, the “**Anti-Corruption Laws**”). Providers also shall not promise, offer to give, or give any bribes, directly or indirectly, to any party to facilitate a business relationship or to obtain an undue or improper advantage, and also shall not receive any bribes, whether directly or indirectly, from any person. Provider is familiar with, and will train its personnel with regard to, the provisions of the Anti-Corruption Laws. The books and records of Providers accurately and fairly reflect in reasonable detail Provider’s transactions in all material respects. Providers have instituted and maintain policies and procedures designed to ensure compliance with the Anti-Corruption Laws.

U.S. Embargos. Providers shall comply with all US embargos and sanctions in force during the performance of any Agreement with MOD.

Export Controls. Providers shall comply with all applicable export control laws. In particular, Providers shall not export, re-export, or transfer any goods, services or technology to any countries, persons or entities without the required licenses or approvals from any applicable governmental authority, including any licenses or approvals required pursuant to any applicable U.S. export control regulations.

Anti-boycott Compliance. Providers shall not cooperate with or participate in any boycotts prohibited by U.S. laws or regulations during the performance of any Agreement with MOD.

Publicity

Providers shall not distribute advertising, press releases, or any other general public announcement regarding its products or services to MOD without the prior written authorization from MOD.

Business Record Retention

Providers shall retain and make available records related to business with MOD in accordance with applicable law, regulation, and contract requirements.

Reporting Violations or Questions

Providers shall report any practices or actions believed to be in violation of this Provider Code of Conduct via MOD Ethics and Compliance Hotline at 1-800-826-6762. Calls to the toll-free hotline or contact through the Internet site are facilitated by a third party. Reporting of ethics violations will be treated as confidential information and can be communicated anonymously upon request.