

Approved by the Board of Directors on 21 November 2017, with entry into force on 1 December 2017.

CODE OF CONDUCT

FOR THE STAFF

PREFACE

By virtue of the Agreement governing the Nordic Development Fund (NDF)¹ as an international financial institution, the staff of NDF has been granted certain privileges and immunities in respect of their activities as Employees of NDF (*functional immunity*).

Because of NDF's special status as an international financial institution, Employees have a particular responsibility for their activities, both on and off duty. To a large extent, the Staff and its behaviour influences the external image of NDF. Thus, it is important that Employees comply with this Code of Conduct for the Staff² and the spirit it embodies.

If not otherwise explicitly stated herein, this Code of Conduct for the Staff shall apply to all Employees (as defined below) of NDF. The Code of Conduct for the Staff is published on NDF's website and internally.

A separate Code of Conduct shall apply to the Managing Director and the members of the Board of Directors. The Code of Conduct for the Staff is subject to regular review. The first Code of Conduct for the Staff entered into force on 9 October 2002. Amendments to the Code of Conduct for the Staff have been approved by the Board of Directors of NDF on

- 8 September 2009 and
- 21 November 2017

¹ Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Development Fund dated 9 November 1998 and thereto pertaining Statutes as amended from time to time.

² In accordance with the decision of the Board of Directors of NDF of 8 September 2009, the legal framework for the staff of the Nordic Investment Bank (NIB) is applied at NDF to the extent appropriate. While this Code of Conduct is based on the Code of Conduct for the NIB staff, it has been revised and reformulated to better suit NDF and be specifically applicable to NDF staff.

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1. GENERAL

This Code of Conduct for the Staff (the “Code”) outlines instructions and guidelines for Staff conduct, some of which are further described in various institutional regulations and rules. It also provides guidance on how to exercise good judgement in ethical matters. Some practical examples to illustrate how this kind of Code can be applied have been composed. This separate document is available internally in NDF.

Although the Code outlines obligations for NDF’s Staff, NDF as the employer also has the obligation to assist Staff in these matters by providing information and advice and by being responsive to Staff concerns about ethical issues.

Ethical conduct is not a passive process, but requires you to make conscious choices and decisions based on common sense, and to exercise good judgement, consistent with the core values and ethical principles of NDF. You are expected to comply with the spirit of this Code also in situations not explicitly mentioned in this document or elsewhere in NDF’s regulations and rules.

A few basic guidelines to keep in mind:

- Always act honestly and impartially when carrying out your duties.
- Never make private use of, nor disclose without authorisation, any confidential information you obtain or have access to through your work with NDF.
- Avoid outside activity that could be perceived as a conflict of interest.
- Always respect others and treat them in a courteous and professional manner.

This document constitutes a compromise between accessibility and ease of reference on the one hand, and detail on the other. The Code cannot for that reason provide exhaustive answers to ethical questions. You may also sometimes find that the proper conduct in a given situation is not self-evident. This Code can, however, help you decide what to do in many situations.

In addition to this Code, you are expected to be acquainted with the Agreement on NDF, the Statutes, the Host Country Agreement and the Staff documents, in particular the Staff Regulations and the Staff Rules, NDF Policy on Anticorruption and Integrity, Anticorruption Guidelines, Policy on the Protection of Personal Integrity, Access to Information Policy, Communication Guidelines of NDF and all other policies, guidelines and instructions applicable to your responsibilities and specific work tasks in NDF. You are also expected to promote compliance with the said provisions.

When you find yourself in a situation that might entail ethical conflicts, you should ask yourself the following questions:

Is it legal?

Does it feel right?

Will it reflect positively or negatively on NDF?

What would a reasonable person think about my action?

Would I be embarrassed if others knew I took this action?

Is there an alternative action that does not pose an ethical conflict?

If you are in doubt about the ethical implications of an action, seek advice before you act. In unclear situations, you should turn for advice to the Chief Counsel, or to any other person as determined in this Code. To avoid situations of conflicting advice and for the purpose of equal treatment among Staff Members, the relevant persons should communicate to the Managing Director the advice provided to the Staff. In the event of serious difficulty in implementing or interpreting the Code, the matter should be referred to the Managing Director for a decision.

2. DEFINITIONS

In this Code,

“**Agreement**” means the treaty of 9 November 1998 concluded between Denmark, Finland, Iceland, Norway and Sweden on NDF;

“**Close Relative**” means in relation to the Employee, a spouse, a cohabitant, a person who is living with the Employee in the same household at least one year, or a person for whom the Employee is acting as guardian;

“**Controlling Financial Interest**” means a direct or indirect possession of at least ten (10) per cent of shares, votes or a comparable financial interest in an Institution;

“**Financial Instruments**” mean all types of securities, including but not limited to: shares, notes, bonds or other publicly issued debt instruments, options, futures and other derivative instruments;

“**Insider Information**” means information of a precise nature which has not been made public, relating, directly or indirectly, to one or more issuers of Financial Instruments or to one or more financial instruments and which, if it were made public, would be likely to have a significant effect on the prices of those Financial Instruments or on the price of related derivative financial instruments. In order to consider information published, significant time must have passed for the securities markets to digest the information;

“**Institution**” means any company, association or other public or private entity or organisation;

“**Staff**”, “**Staff Member**” and “**Employee**” means each person employed by NDF through an employment contract, irrespective of position, type or duration of employment. It is further noted that it may be agreed with experts and consultants retained by NDF that such experts and consultants shall adhere to this Code. Consequently, in any such event “**Staff**”, “**Staff Member**” and “**Employee**” shall, for the purposes of this Code, also include experts and consultants.

3. **BASIC STANDARD OF CONDUCT**

You are expected to carry out your tasks to the best of your ability, in compliance with the instructions issued by NDF and in conformity with NDF’s objectives and best interests. You should aim for the highest ethical standards in your work, consistent with the principles of integrity, impartiality, loyalty, accountability, discretion and respect. You should strive to avoid even the appearance of impropriety in your conduct.

Integrity. You shall act with integrity in all your official activities, avoiding any behaviour that would reflect adversely on yourself or NDF.

NDF respects your privacy and does not wish to interfere with your personal life and behaviour outside the workplace. The privileges and immunities conferred on NDF and you as Employee, however, carry certain obligations as regards conduct, both at work and elsewhere. NDF attaches great importance to the observance of local laws, as well as the avoidance of any actions that could be perceived as an abuse of privileges and immunities by Staff Members. Accordingly, you are expected to respect the host country’s legislation, as well as the legislation of countries where you stay for the purpose of conducting NDF’s business. In addition, you may not actively participate in, or facilitate the commitment of, any violation of this Code by another Staff Member. You may, without fear of negative consequences such as reprisal or retaliation, report such a violation by another Staff Member.

Impartiality. In your work, you shall avoid promoting national, political or other interests that might be in conflict with NDF’s tasks and activities.

You should therefore take care that your expression of personal views and convictions does not compromise or appear to compromise the performance of your official duties or the interests of NDF.

You may not use your official position for personal benefit. You must also not allow personal relationships and considerations, including bias or favouritism, to influence the performance of your official duties and you should avoid situations that create a conflict of interest.

Loyalty. In the performance of your duties, you have a duty of exclusive loyalty to NDF, including its objectives, purpose and principles.

You are therefore expected to act, in all circumstances, in the interests of NDF. You shall respect the international character of your position and maintain your independence by not accepting any instructions relating to your official duties from any national government officials or from any other sources external to NDF.

Accountability. You shall act within the scope of your authority at all times.

You therefore remain accountable for tasks you delegate to others and you are expected to exercise adequate control and supervision over matters for which you are responsible.

Discretion. You shall exercise the utmost discretion in your actions and show tact and reserve.

You should therefore refrain from participating in any activity that is in conflict with the interests of NDF or would damage NDF's reputation.

You must respect and safeguard the confidentiality of information which is available or known to you by reason of your official functions. You may disclose such information to other Employees only on a need-to-know basis, to the extent required for your due performance of your work tasks.

Respect. You shall always act in good faith and treat colleagues and clients with respect, courtesy and fairness.

You shall listen to the opinions of others and be open to receiving and giving constructive feedback. You shall not unduly withhold information and always respect the established division of responsibilities. You are further expected to contribute to a fruitful teamwork spirit. You shall see to it that you respond in a timely manner to clients and colleagues and that their matters are processed in NDF without undue delay.

4. RELATIONSHIP WITH THE NORDIC COUNTRIES AND MAINTENANCE OF NDF'S REPUTATION

4.1 General

You are expected to contribute to the maintenance of NDF's good reputation and to behave in conformity with your official position at NDF as an international organisation.

You should therefore endeavour to act in a manner promoting NDF's relationship with the Nordic countries, as the owners of NDF, and other cooperation countries, and strengthening stakeholders' confidence in NDF.

4.2 Privileges and immunities

According to the Agreement on NDF, NDF and the Staff have been granted certain privileges and immunities.

As an Employee of NDF, you have been granted functional immunity from legal process with respect to acts performed by you in your official capacity on behalf of NDF. Privileges and immunities have been accorded for the sole purpose of NDF carrying out its tasks and not for your personal benefit.

It is expected that you know how to invoke the privileges and immunities of NDF and the Staff and you shall never act in a way which would constitute abuse of these privileges and immunities.

The Board of Directors of NDF may in certain cases waive the immunities and privileges granted, if such a measure is considered to be in NDF's best interest.

5. CONFIDENTIAL INFORMATION AND DISCLOSURE

5.1 General

NDF's communication, documents and archives are confidential and inviolable. NDF applies bank secrecy in accordance with customary principles in the Nordic countries. All handling and storage of documents shall comply with the particular provisions set out in internal instructions.

You should consider as "confidential information", all unpublished information (whether written or oral, and regardless of manner of storage or presentation) concerning NDF's transactions, clients, other contracting parties and contacts which you have access to or acquire in the course of your work.

5.2 Confidentiality

The general obligation to respect the confidentiality of information applies to the activities of Staff Members both outside and within NDF. Thus, you have a responsibility to protect and adequately store any confidential information provided to, or generated by, NDF. Accordingly, to avoid any unauthorised disclosure, you should be careful how you handle confidential information and always familiarise yourself with any particular secrecy or disclosure provisions that may apply to confidential information you acquire through your work.

The basic principle of NDF's rules and guidelines on the disclosure of confidential information is that confidential information must not be communicated to outsiders without authorisation. Moreover, confidential information shall be communicated within NDF only on a need-to-know basis. These prohibitions include all communication, whether in electronic form, hard copy or other formats. NDF's rules on external disclosure are set out in the Access to Information Policy.

All confidentiality obligations assumed by you by virtue of your position as an Employee of NDF shall continue even after your employment relationship has ended.

5.3 Disclosure of information

If you are requested to disclose information outside NDF, you shall in the first instance seek advice in the Access to Information Policy and Communication Guidelines and refer to the channels of communication stated in these policies and, if necessary, consult with the Administration and Communications Officer. You shall always find out, prior to any disclosure, whether the requested information is confidential (in whole or in part) and whether any specific secrecy provisions apply. Confidential information will only be disclosed when strong and compelling reasons for disclosure exist and in accordance with this Code and the agreed terms for such disclosure.

Because of the privileges and immunities granted to NDF, you are not entitled, and have no obligation, to disclose unpublished confidential information to authorities or other third parties. If you are requested to disclose confidential information about NDF to any such party, you shall refer the matter to the Chief Counsel.

You may exchange confidential information with other International Financial Institutions, including but not limited to NIB and Nordic Environment Finance Corporation (NEFCO), within the scope of cooperation agreements and according to established principles. If you are in doubt whether or not such a cooperation agreement or such principles do apply, you shall seek advice in the first instance from the Chief Counsel and secondarily from the Managing Director.

You are generally entitled to disclose such information concerning NDF which NDF has already published, or otherwise made public.

5.4 Public statements

Public statements on behalf of NDF, including any statements to the press, shall be made as set out in the Communications Guidelines.

In your capacity as a Staff Member of NDF, you are entitled to give lectures and to write articles concerning your official duties, or concerning NDF in other respects. You may, however, not normally accept remuneration or other forms of compensation for participation in such activities with the exception of reasonable travel and living expenses.

In addition to the above you may, as a private person, publish and speak about subjects related to NDF, given that any and all information referred to is already in the public domain.

A few basic guidelines to keep in mind:

- You shall not express yourself in a way that might prove embarrassing to, or give a false image of, NDF, raise doubts as to NDF's policies or practices or encourage unwarranted expectations as to the possible granting or terms and conditions of a loan or any other operation or transaction conducted with NDF.
- You shall avoid any communication not in keeping with your position as an Employee of NDF.
- If necessary, an appropriate disclaimer should be made stating that the opinions expressed are purely private.

6. GIFTS AND OTHER BENEFITS

As a rule, you should avoid giving or accepting any gifts or other gratuities or benefits as they may imply a duty to return a favour.

You shall not accept or offer gifts or any other benefits that are beyond common business hospitality in the country of origin of both the grantor and the recipient, taking into consideration local cost and value levels. The same rule applies concerning the acceptance of goods or services and participation in, for example, seminars or trips paid by external parties.

As an indication, a gift with a value of approximately EUR 100 or lower would normally not be considered to exceed common business hospitality. Further, any other benefit, such as an offered dinner, with a value of approximately

EUR 150 or lower would normally not be considered to exceed common business hospitality.

If you are offered a gift or a benefit, the value of which can be reasonably considered to exceed common business hospitality, the Managing Director shall, when possible beforehand, decide whether the gift or benefit shall be refused or may be accepted by you, or alternatively accepted on behalf of NDF.

NDF acknowledges that in certain cases the refusal of a gift or benefit may be impossible, or create unwanted embarrassment, or otherwise impact the business negatively. Any gift or benefit accepted for such reasons shall be subsequently reported to the Managing Director, and, if applicable, shall be handed over to NDF.

You shall not receive, accept or solicit any kind of compensation or remuneration by external parties for carrying out either your own work duties or theirs, nor any commission, advantageous terms of purchase or sale in any kind of transaction related to NDF.

For more information, please see the NDP Policy on Anticorruption and Integrity.

7. CONFLICT OF INTEREST

7.1 General

You should always avoid any situation involving a conflict, or that could be perceived by others (internally or externally) as a conflict, between your personal interests, or those of your Close Relatives, and the performance of your official duties.

In dealings with authorities of the Nordic countries and other cooperation countries, NDF's clients, suppliers, financial counterparties or other contractual parties, you should act in the best interests of NDF to the exclusion of any personal advantage.

If a potential conflict exists, you should make prompt and full disclosure to, and seek the views of, the Chief Counsel as to whether you should declare yourself disqualified from taking part in the matter that is causing the conflict. The matter can be further referred to the Managing Director.

7.2 Disqualification

You are prevented from participating in any deliberation or decision-making process within NDF:

- a) which concerns or may influence any of your, or your Close Relatives' personal or financial interest; and/or
- b) which concerns matters of financial interest to any public or private entity in which you, or your Close Relatives, hold the position of chairman, member or alternate of the board, president, managing director or act as appointed representative.

You will be expected on your own initiative not to take part in any deliberation or decision-making process within NDF concerning matters in which you are disqualified. You are further expected to inform your colleagues about the fact that you will not participate in such a deliberation or decision-making process as long as your conflict of interest remains.³

7.3 Perquisite positions - outside activities

You are expected to devote your working activities to the service of NDF only. NDF expects you to avoid any kind of outside activity that relates to NDF, to you, or to some other party and tends to impair your impartiality and independence.

Therefore, if you hold perquisite positions or assignments prior to your employment, or are offered perquisite positions or assignments during your employment with NDF, you need normally to seek approval from NDF.

Permission is not required for a membership as NDF representative in a governing body of an entity in which NDF has a financial or operational interest.

You may participate in volunteer activities of a community or charitable nature, and offer service in non-profit institutions, without advance clearance. However, if you are in doubt as to whether an activity you are contemplating would run counter to a perquisite position as further defined in this Code, or would affect the reputation of NDF or the esteem of its personnel, you should seek advice from the Managing Director.

Regarding political activity, you may be a member of an association or a political party with reference to principles of freedom of association and general democratic principles. However, if you are running for or being appointed to political office, NDF may, depending on the situation, ask you to:

- a) request a leave of absence on personal grounds; or
- b) request a change to part-time work.

³ As to the formal disclosure of financial interests and business interests, see Section 9 below.

The following aspects in particular will be considered when assessing any form of perquisite positions offered to you as an Employee:

- NDF benefit—Would the participation be beneficial to NDF?
- Conflict of interest
- Reputation & protection
- Proportion—Is it temporary or not i.e. how time-consuming would it be?
- Will the tasks be performed outside ordinary working hours?
- Remuneration—Is the position/assignment remunerated—how much?

You shall seek approval in written form for taking up a perquisite position⁴ from the Managing Director, who shall at his/her discretion consult the person responsible in NIB's Human Resources.

The Managing Director or the Board of Directors, if the Managing Director considers it preferable, may prohibit perquisite positions that can be deemed to compete with NDF's activities or to cause harm and prejudice to NDF, or otherwise be deemed to be contrary to good practices in an employment relationship. Prerequisite positions that may have a negative influence on an Employee's way of fulfilling his or her tasks can also be prohibited.

Any prohibition, whether in whole or in part, shall be conveyed in written form to you by the Managing Director within ten (10) working days from the date of your written application. In the absence of such prohibition within the stipulated time period, your perquisite position shall be deemed permitted on the terms you have presented in your written notification.

7.4 Former and prospective employers; post-employment

After taking up employment at NDF, you are required for a period of six months, calculated from your first day of employment at NDF, not to take part in any NDF matter involving your former employer, if such involvement could benefit, or could be perceived to benefit, your former employer.

If you are considering, or negotiating for, or have received an offer of employment outside of NDF, you are required not to take part in any matter involving the prospective employer if the matter is in any way related to your work with NDF and if such involvement could benefit, or could be perceived to benefit, the prospective employer.

⁴ An application form is attached to this Code.

Regarding post-employment, you shall avoid participating on behalf of your employer in any business negotiations or other business-related transactions with any person representing NDF for six months following your separation from NDF, unless otherwise agreed with NDF.

8. FINANCIAL INTERESTS AND INVESTMENTS

8.1 General

You are generally free to conduct your personal financial affairs as you see fit, with the exceptions set out below in this Section.

You may not avail yourself of NDF's official channels of communication or otherwise use your position or your professional NDF contacts for personal or financial gain for yourself or your Close Relatives. You shall also avoid using your position or your professional NDF contacts if this could be perceived by others as a conflict of interest. This prohibition is intended to avoid any risk of confusion between professional and private transactions. Furthermore, you shall avoid excessive indebtedness in your financial activity and shall under no circumstances operate with overdrafts or without sufficient provision of funds.

8.2 Insider rules

This Code and the laws of many countries prohibit trading in the Financial Instruments of any Institution while in possession of material, confidential information (also known as Insider Information) regarding the Institution. This prohibition applies to the Financial Instruments of any Institution. You may not use Insider Information to which you have access for private financial transactions or for any personal or third party's financial gain.

You should bear in mind that information may be Insider Information (as defined in Section 2, Definitions) even if it relates to future, speculative or contingent events and even if it is significant only when considered in combination with publicly available information. In this context, information is considered to be "non-public" unless it has been publicly disclosed and adequate time has passed for the securities markets to digest the information. Examples of adequate disclosure include public filings with securities regulatory authorities and the issuance of press releases, and may also include meetings with members of the press and public.

If you believe you have come into possession of Insider Information, you may not execute any trade in the Financial Instruments of the subject or entity without first consulting the Managing Director, who in cooperation with the Chief Counsel will determine whether such trade would violate this Code or applicable laws.

8.3 Restrictions in acquisition of financial interests and in trading with Financial Instruments

You shall note that even though you would not possess Insider Information as defined in Subsection 8.2 above, Section 7 states that you should always avoid situations that involve a conflict of interest or could be perceived by others to constitute a conflict of interest.

You shall exercise particular caution before acquiring and trading, for your own account or the account of others, with Financial Instruments of an Institution that you are aware of (or should be aware of) being connected with NDF, for example an Institution receiving financing, a cooperation partner, a direct supplier of NDF etc. as this may be perceived as, or constitute, a conflict of interest. Trading in financial instruments issued by NIB is forbidden.

This restriction applies from the time the transaction or relationship is first considered until the time the transaction or relationship is terminated whether or not you are personally involved in such transactions or relationships in the performance of your official duties. Further, you are only allowed to trade with, buy or sell Financial Instruments of an Institution listed on stock exchange within one (1) month from the date that the Institution in question has published its financial report (quarterly, semi-annual or annual).

You may not undertake trading operations of a recurrent or repetitive nature which, owing to your risk profile, volatility or other circumstances, could require continuous market follow up that could interfere with your professional activity.

For well-grounded reasons, the Managing Director has the right to request, and you are obliged to provide, information regarding your trading activities in order to establish that the rules set forth in this Subsection 8.3 are adhered to.

8.4 Exceptions

It shall be noted that the prohibitions and/or restrictions of trading set forth in this Section 8 do not apply to (i) government bonds, fixed income instruments, index-linked products, mortgage bonds, unit trusts and currencies or other Financial Instruments than those determined in accordance with Subsection 8.3, and (ii) investment in funds where the investments are undertaken by a commercial bank or similar Institution in a manner that prevents the Member of the Staff from having active control over the trading.

An exception to the prohibitions and/or restrictions set forth in this Section 8 may be granted if weighty reasons thereto exist, such being by way of example personal economic distress due to divorce, loss of Close Relative or severe illness. An application for exemption shall be directed to the Managing Director's decision. Such an exception may be conditional and subject to special restrictions.

9. DISCLOSURE OF FINANCIAL AND BUSINESS INTERESTS

Further to the conflict and disqualification rules and guidelines set out in Subsections 7.1 and 7.2 above, the following shall apply:

9.1 Scope of disclosure

All Employees are required to file with the Managing Director when taking up their position in NDF:

- (i) information on any positions or assignments (such as chairman, member or alternate of the board, managing director, appointed representative or consultant) in any profit-making Institution (for more detailed information on perquisite positions, see Subsection 7.3 above);
- (ii) any financial interest that exceeds a Controlling Financial Interest; and
- (iii) all other circumstances that might be in conflict with the activities of NDF;

that they or their Close Relatives may hold.

You are responsible for updating your information without delay until separation from NDF.⁵

In the event that your financial or business interests, including those of your Close Relatives, require you to file a “material” declaration under this rule (i.e. that there is a conflict of interest), the Managing Director will work with you to manage the conflict to a satisfactory resolution.

9.2 Other aspects of disclosure

To ensure compliance with Sections 7 and 8, the Managing Director may request full disclosure of your personal financial interests and/or certain trading activities as well as external positions that you may hold. Such a request may also include your Close Relatives.

The disclosure of financial interests, business information/positions and, as the case may be, certain trading activities will be treated as confidential information.

⁵ Form for filing financial and business interests is attached hereto.

10. INTERACTION WITH STAFF

10.1 General

NDF shall offer its Staff professionally stimulating tasks and an attractive working environment. Each Staff Member is expected to feel responsible for NDF reaching the targets set for its activities. The Managing Director and the Vice Presidents shall make it clear to the Staff Members how they can contribute to attaining these goals. One of NDF's fundamental objectives as an employer is the promotion of a balanced diversity among the Staff, as well as the equal treatment of all Staff Members and prevention of discrimination. A good balance between work and private life is also essential. The Managing Director and the Vice Presidents are expected to communicate openly with their colleagues and to encourage the Staff Members to collaborate with each other. It is also important to share information and to ask for help when needed.

10.2 Personal conduct

NDF encourages all Staff Members to demonstrate a spirit of cooperation in good faith. Thus, you shall behave correctly and appropriately in your relations both to other Employees and to others with whom you are in contact in your work. You shall abstain from any behaviour that may offend others in respect of sex, age, religious conviction or other matters. Harassment and bullying of any kind are unacceptable and violate this Code. Victims of any harassment or bullying are encouraged to bring attention to the matter and seek support as set out in the Staff Rules and on NIBnet.⁶

The Managing Director and the Vice Presidents are expected to foster an atmosphere encouraging good working relations and preventing personal conflicts.

10.3 Use of NDF's resources and intellectual property

- (a) You may not use NDF's property, assets, services or other resources, except in conformity with the provisions concerning Staff benefits.
- (b) Intellectual property pertaining to NDF may not be used for personal benefit or for the benefit of others.
- (c) The obligations in Rule (b) continue after termination of employment with NDF.

⁶ <http://www.nibnet.nib.int/Staff/Equality/antiharassment/Pages/default.aspx>

11. WHISTLEBLOWER PROTECTION

The Staff Members shall comply with their obligation to report in good faith their suspicions of violation of this Code and related policies, regulations and rules and will be protected by NDF from negative consequences such as reprisals or retaliation.

In relation to allegations and reporting of fraud and corruption, further guidance can be found in the Anticorruption Guidelines. Such reporting shall without delay be directed to the Chairperson of the Anticorruption Committee or in case of the Chairperson's absence or other relevant reason, to another member of Anticorruption Committee.

In relation to other matters than alleged fraud or corruption that fall under this Code, guidance for reporting can be found in the Staff Regulations and Staff Rules and such reporting shall be directed to the respective Vice President, the Managing Director or the person responsible in NIB's Human Resources.

Reporting of both fraud and corruption as well as other misconduct is possible to undertake at NDF's website www.ndf.fi, Report suspected misconduct, or by email at anticorruption@ndf.fi. Reporting can also be submitted anonymously.

12. CONFLICT RESOLUTION AND DISCIPLINARY MEASURES

12.1 Conflict Resolution

The Managing Director and the Vice Presidents have a responsibility to make themselves available to you as an Employee if you wish to raise concerns in strict confidence and to deal with such situations in an impartial and sensitive manner while at all times maintaining confidentiality. The Managing Director and the Vice Presidents should endeavour to create an atmosphere in which you feel free to use, without fear of reprisal, the existing institutional channels for conflict resolution, and to express concerns about situations which are, or have the potential to be, conflictive.

12.2 Disciplinary measures

If you intentionally or through negligence violate the obligations provided for in this Code, you shall be subject, depending upon the seriousness of the violation, to disciplinary measures provided for in the Staff Regulations. The fact of invoking such disciplinary measures or terminating or cancelling the contract of employment shall not preclude NDF from initiating any legal proceedings which it deems appropriate.

The Managing Director can take disciplinary measures set out in the Staff Regulations if an Employee does not comply with the regulations and rules, instructions or other provisions in force in and for NDF, if an Employee

neglects his or her duties, or if he or she otherwise behaves improperly or is suspected to have committed an act of corruption or has failed to report any allegation of misconduct, fraud or corruption in any activities related to NDF. Disciplinary measures shall always be taken up in consultation with the person responsible in NIB's Human Resources.

13. AMENDMENT OF THE CODE OF CONDUCT

This Code of Conduct may be amended by a decision of NDF's Board of Directors.

14. APPENDICES (AVAILABLE ONLY INTERNALLY)

1. Perquisite Position Application Form
2. Disclosure of Financial and Business Interests Form