

Employee Handbook

Your guide to working at Novartis





We want to empower associates to focus on delivering great outcomes.

Introduction

At Novartis, our mission is to reimagine medicine to improve and extend people's lives.

We discover and develop breakthrough treatments and find new ways to deliver them to as many people as possible. We strive to change the practice of medicine. We aspire to approach things differently - to make discoveries that take medicine in new directions. We look to tomorrow to inspire us today. Never satisfied with the status quo, we imagine what's next.

We're on a journey to transform our culture at Novartis to one that is *Inspired, Curious and Unbossed*. To achieve our mission we must reimagine the way we work, so we can truly unleash the power of our people.

Our aspiration is to foster an environment where people can do your best work, **value diverse perspectives** and ultimately bring your best self to work every day.

Inspired

We need inspired associates to reimagine medicine. We want people to see the huge contributions that your work has, to empower them to be your **best self every day** and achieve your personal and professional goals.

Curious

To fulfill our purpose we need curious minds with a constant desire to learn and a passion to discover new and better ways of doing things. We're building a culture that stimulates curiosity, **encourages smart risk-taking and promotes opportunities for our people to learn.**

Unbossed

Our people are most creative and productive when you are **empowered** to shape your work environment and pursue your ideas. We need leaders who put your **teams' success above your own**, set clear goals, remove obstacles and trust your teams.

Integrity

We at Novartis recognise Integrity as one of our core values and central to how we do business. This means that as an organisation and as individual associates, **we must behave with integrity.**

Integrity for us means to be honest, have courage and to do what's right.

Our Code of Ethics

As we reimagine medicine and pioneer new ways in an ever-changing environment, we need to be adaptable, forward-thinking and well-equipped to navigate new territories. It's not only about performance. It's about reinforcing and promoting an ethical climate in the organisation so that we not only do what's right for Novartis, but what's right for all. This means it is no longer enough to rely on rules-based guidelines to help us make decisions. We need to be empowered to do what's right.

We need to be aware, reflective and to understand that life isn't neatly separated into black and white, but that we often operate in grey zones. We should ask questions – of ourselves and of the people around us – to gain insights into the broader context of the decisions we make. And we need to be accountable.

To do this, we need to understand the ethical dimensions of what we do.

There are dilemmas that we face on a daily basis, professional and moral, for which we seek support and guidance.

Our Novartis values shape who we are and how we do business. The Code of Ethics, and the ethical principles that underpin it, encourages us to take a moment to reflect before making decisions. Ultimately, we are more than 100,000 diverse individuals driven by a common purpose to reimagine medicine and we believe that each of us has an inherent desire to do what's right. In standing behind our Code of Ethics, and using it to guide our work, we'll build lasting trust with society.

Further information about the Code of Ethics, our commitments or supporting tools can be found in Section 8 (Compliance) of this document and on our Code of Ethics platform at [go/doingwhatsright](#).

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We want to empower associates to focus on delivering great outcomes.

1.0 Terms and Conditions of Employment

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You should ensure you familiarise yourself with the information included in this handbook. Additionally, this guide compliments, but does not replace, global and local policies or key training programmes.

Failure to comply with the Company’s compliance policies and requirements can result in disciplinary action up to and including dismissal.

The Policies and Procedures set out in this handbook do not form part of the terms of your contract with us, hereafter, “**the Company**”, which are provided to you separately in your Employment Particulars.

Duties

You shall serve the Company in the capacity as stated in your Employment Particulars or as stated in any subsequent amendment to your Terms and Conditions and shall carry out such duties as the Company may from time to time direct. You are required to devote all your working time and energies to the Company and must not undertake any paid work of whatever type, or be directly or indirectly engaged, concerned or interested in any other business concern, without the prior written consent of the Company.

The Company may require you to undertake the duties of another position, either in addition to or instead of the duties stated in your Employment Particulars, it being understood that you will not be required to perform duties which are not reasonably within your capabilities.

You are required to comply with all of the Company’s rules, regulations, policies, values and behaviours which are in force and to comply with the Company’s lawful and reasonable instructions. The Company reserves the right to make reasonable changes to any rules, regulations and policies subject to the necessary notice requirements.

Salary

Your normal monthly salary is detailed in your Employment Particulars or in any subsequent

amendment to your Terms and Conditions of employment. This consists of your base salary and, if applicable, may include shift differential and shift allowance. This salary (which shall be deemed to accrue from day to day) is **payable by equal monthly instalments on the 15th of the month**, or the preceding business day if the 15th falls at a weekend or on a Public holiday. **The payment you receive will include pay for the full calendar month (i.e. you will be paid 2 weeks in advance and 2 weeks in arrears).**

However, where you have commenced employment after the 9th of the month, payment will not be made until the following month and the salary will be back-dated to your start date. If you leave the Company towards the end of a month, after payroll has been processed, you may owe the Company any overpayment of salary for the days not worked. You must return any monies owing to the Company and the Company reserves the right to instruct an external asset recovery agency to work on your behalf in order to recover such monies.

Salaries are normally reviewed in quarter one of each year and take in to account individual performance and the market value of the job. Arrangements for new starters will be detailed in the Employment Particulars.

Performance ultimately measured by the behaviours you display and the outcomes of your work.

Working Time

At Novartis, we are committed to delivering high standards of performance, whilst at the same time providing our associates with a **positive life-work balance**. We want to **empower associates to focus on delivering great outcomes** efficiently and collaboratively, enabling everyone to manage your time flexibly when needed. Unless the nature of your role dictates a specific requirement for a fixed working pattern, we leave it up to associates to align with your manager on a pattern that works for both the individual and the business, with associate's **performance ultimately measured by the behaviours you display and the outcomes of your work**. This flexibility goes both ways and it is a condition of your contract of employment that you agree to any specific attendance requests when reasonably made by the business. For the avoidance of doubt, this flexibility does not extend to permanent formal flexible working arrangements and should such a need arise you should discuss them with your manager in accordance with the flexible working policy.

Holiday

The Company's holiday year runs from 1st January to 31st December. Your annual holiday entitlement is detailed in your Employment Particulars, accrues month by month and is to be taken at a time or times convenient to the Company.

In addition, you are entitled to the recognised public holidays (pro-rated for part time employees) or assigned days in lieu.

Payment for both personal and public holidays are paid at the time holiday is taken on the basis of your salary excluding any commission or bonus entitlements. Commission and bonus payments include statutory holiday.

It is advisable to obtain consent from your manager prior to booking your holiday as the company will not reimburse you for any leave you have booked and paid for should your request not be approved. In any event you must obtain the consent of your manager for your holiday before taking any period of annual leave. You must give your manager

reasonable notice of your holiday request and the manager will take into account the needs of the Company when considering the request.

You are required to take your full holiday entitlement before the end of the calendar year. No payment in lieu of holidays accrued but not taken during the year will be made. However, provided that you have taken at least 28 days' annual leave (pro-rated for part time employees) (including public holidays) during the course of the calendar year, **up to 5 days' annual leave (pro-rated for part time employees) may be carried forward into the following leave year**, such holiday is to be taken before 30th April of the following leave year or it will be automatically cancelled.

For employees joining or leaving the Company during a holiday year (January to December), holiday entitlements will be pro-rated for each completed calendar month of service.

If you work shifts you should refer to your People & Organisation ("P&O") department or to your local intranet site if you have one, for your specific holiday arrangements.

Upon termination of employment, if you have taken more days' holiday than your entitlement, the Company will make an appropriate deduction from your final salary payment. The Company may require you to take any unused holiday during your notice period.

Part Time Employees pro-rated

If you are a part-time associate, your holidays will be calculated on a pro-rata basis inclusive of basic, additional and public holidays. You will be entitled to a pro-rata share of public holidays, irrespective of the days you actually work. Bank holiday hours that fall on the day you usually work are then deducted leaving the pro-rated entitlement. For further information on how the calculation works please contact P&O Services.

Probationary Period

You are subject to a probationary period at the commencement of your employment as stated in

your Employment Particulars. This probationary period may be extended at the Company's discretion. During the probationary period your manager will conduct a probationary review and you will receive a letter on successful completion of the probationary period.

Personal Appearance

You are expected to dress and present yourself in an appropriate business manner. Dress should be appropriate to professional and safety standards required by the area of work. Please refer to local Health and Safety guidelines and site policies.

Separate rules exist if you work in or enter laboratory and/or manufacturing areas where the wearing of supplied protective clothing is obligatory. You should refer to the standard operating procedures for your site.

A flexible dress policy places responsibility on you to make sound judgements as to your choice of dress. You can expect your manager to talk to you about your appearance if your interpretation of this process is not considered to be appropriate. Decisions as to what is considered acceptable dress is ultimately a Company decision.

Regulatory Authorities

If in the Company's opinion, it is necessary for you to have personal authorisation from any regulatory organisation in order to carry out your duties, you may continue to perform those duties only if such authorisation has been given and not withdrawn by the relevant authority. If any regulatory authority has been suspended or withdrawn as a result of disciplinary action by any regulatory organisation the Company reserves the right to terminate your employment.





Notice and Termination of Employment

Your notice period will be stated in your Employment Particulars.

Without prejudice to your right to salary and other benefits under this agreement, the Company reserves the right at any time after either party has given notice to pay compensation in lieu of any notice of termination of employment (subject to a duty to mitigate your loss) which it or you are required to give. Where you have received pay in lieu of notice (based on base pay), you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during the notice period. If you are placed on garden leave during your notice period, you must remain contactable and available to work should the Company require you to do so. Alternatively, the Company may re-assign you to other duties which are deemed appropriate and within your capabilities.

The Company may terminate your employment summarily (i.e. without notice or pay in lieu of notice), if in the Company's opinion or the Company has reasonable grounds to believe that:

- you have committed or been engaged in or a party to dishonesty or serious or persistent misconduct, in all cases whether or not in connection with or referable to the employment – examples of gross misconduct warranting summary dismissal are set out in the Company's Disciplinary Policy
- you have committed gross negligence or are in material breach of one of the terms of this employment.

Please see the Company's Disciplinary Policy in this Handbook for further details of the Company's procedures.

On the termination of your employment, you must return to the Company in accordance with

its instructions all equipment, correspondence, records, specifications, notes, reports and other documents whether held electronically or soft copy, software, CD, USB, models, or any other copies thereof and other property belonging to the Company or its associated Companies (including but not limited to your company car keys, credit cards, electronic working materials and passes) which are in your possession or under your control. You must, if so required by the Company, confirm in writing that you have complied with your obligations under this clause.

You must return any monies owing to the Company and the Company reserves the right to instruct an external asset recovery agency to work on its behalf in order to recover such monies.

The Company reserves the right to suspend you on full pay and benefits pending investigation into potential dishonesty, gross misconduct or other circumstances which (if proved) would entitle the Company to dismiss you summarily.

Garden Leave

The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice of termination, whether given by you or the Company, provided always that the Company shall continue to pay your salary and provide employee benefits (apart from the Company car if provided as a 'needs based' car) in such circumstances. **Any untaken annual leave will be used during this period.**

Termination without the Required Notice

If you leave on your own initiative without giving the necessary period of notice, you will forfeit your right to paid notice and accrued holiday in excess of the statutory minimum. In addition, if you leave without serving the prescribed notice period without prior agreement, you agree to the deduction from your salary a sum equivalent to the period of notice not served.

Redundancy

The Company wherever possible will maintain job security but it recognises that circumstances

can affect staffing needs. There is no formal policy regarding the Redundancy process. Your P&O department will provide detailed information regarding the redundancy process during the consultation period.

Corporate Responsibility

We aim to improve global health. Through our business, we make an important contribution to society: we discover and develop innovative healthcare products, targeting unmet medical needs. It is our strategy to use science-based innovation to deliver better patient outcomes. We aim to lead in growing areas of healthcare. Our corporate responsibility strategy aims to help more people secure the healthcare they need, regardless of where they live. To expand access to healthcare in lower income segments, we pursue a variety of approaches – including social business models and zero-profit initiatives, patient assistance programmes, as well as philanthropy. We work to control and eliminate diseases, and pioneer new business and healthcare delivery models. We apply our expertise in research to finding new treatments and adaptive solutions for underserved patients.

We recognise that we need to be responsible in our business operations:

- we care for, you, our associates, and work to provide you with a safe and healthy workplace, a living wage and opportunities to enhance your career – regardless of your gender, race or background
- we respect human rights in all of our global operations
- we encounter ethical questions as part of our research and development work, and welcome informed debate on these issues
- we want to positively contribute to the communities where we work
- we strive for environmental sustainability and minimise our energy use, emissions and the impact of our products on the environment.
- we work with business partners who share our corporate standards, as defined in our Responsible Procurement practices.

Across Novartis, we aim for high levels of transparency; we report annual targets and long-term objectives across our business, including corporate responsibility.

Confidentiality

You must not during or after your employment with Novartis use for your own purposes, divulge to any third party or cause any unauthorised disclosure of any trade secrets and confidential information relating to Novartis including (non-exhaustively) information relating to customers, customer lists or requirements, pricing information, employees or officers, marketing, intellectual property, business plans or dealings, technical data, financial information, formulae, product lines, research activities and any information which you are told is confidential or is provided to Novartis in confidence by a third party. **Any potential conflicts of interest must be disclosed.**

Copyright, Inventions and Patents

You shall promptly disclose to the Company all copyright works, designs and inventions originated, conceived, written or made by you alone or with others in the course of your employment (“**intellectual property**”).

All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by you in the course of your employment shall, together with all worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company who shall be entitled to make such additions, deletions, alterations or adaptations to or from any as it shall in its absolute discretion determine.

You hereby irrevocably and unconditionally waive all rights granted by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 that vest in them (whether before, on or after the date hereof) in connection with your authorship of any copyright works in the course of your employment with the Company, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have any works subjected to derogatory treatment.

Data Privacy

Data privacy means protecting personal information and safeguarding the privacy rights and freedoms of individuals. Personal information is any information that identifies or could be used to identify an individual, such as a patient, healthcare professional, or associate.

The ethical and compliant collection and use of personal information is of strategic significance to Novartis. It builds trust with our patients, associates, customers, and business partners, and enables us to embrace data and digital. Failure to comply with data privacy laws and requirements may result in reputational damage, fines of up to 4% of global turnover, legal proceedings and disciplinary proceedings.

You are accountable for compliance with data privacy obligations. This means that you should:

- recognise if you are collecting, processing, sharing, or using personal information
- be aware of the general privacy requirements and principles that govern personal information
- engage with Data Privacy or Legal if you have queries related to data privacy or when initiating a new process or project involving personal information
- comply with the Novartis Global Data Privacy Policy, the Data Privacy Standard Operating Procedure for Novartis UK & Ireland, the Novartis Binding Corporate Rules (BCR), and applicable laws and regulations.

More information is available on the intranet ([go/UKPrivacy](#)) and from your local Data Privacy professional.

Your Personal Information

In the course of your employment relationship with Novartis, your personal information may be collected and used by the company employing you as well as other Novartis companies if required for a legitimate business reason and as allowed by applicable local laws.

Novartis will handle your personal information in accordance with the Novartis General Privacy

Notice for Associates. The notice can be found on the intranet site ([go/UKPrivacy](#)) or requested from your local Data Privacy professional.

Responsible Use of Technology

You must use information systems in a manner that ensures the integrity, availability and confidentiality of business information. You must always exercise best judgment and remember your professional obligation to protect business information.

You must use information systems, the internet and email communication in a secure manner in line with the principles defined in the *Information Management Policy*, and in the *Novartis Policy on the Protection of Personal Information*. This also applies to usage of Novartis devices, storage solutions, removable media and any other technology provided or supported by Novartis.

You must only use Novartis provided or supported information systems, services and devices to manage business information. When in doubt

or unsure, you are advised to consult with your manager or IT Service Desk. You must be aware of social engineering and ensure you communicate with the legitimate Novartis IT Service Desk in case IT support is required.

The use of information systems, services and devices that goes against applicable laws, regulations and Novartis policies, such as our *Code of Ethics*, is unauthorised. Examples of such use include (non-exhaustive list):

- sending or sharing racist or xenophobic content or inciting discrimination, segregation, hatred or violence towards a group, a community or their members, because of their gender, sexual orientation, race, color, ancestry, religion, national or ethnic origin, etc
- sending, sharing or receiving (willingly) pornographic content
- violating the rights of any person or company (including Novartis itself) protected by copyright, trade secret, patent or other intellectual property rights.



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Novartis is committed to building sustainable competitive advantage for Novartis through the quality, the capability and ultimately the performance of our people. The Novartis compensation system supports our business strategy. Our compensation system offers competitive compensation that is aligned with industry practice and supports the realisation of our vision to be a trusted leader in changing the practice of medicine.

Novartis aims to ensure that you are rewarded according to your success in implementing the company strategy and contributing to company performance. **The reward package delivered to our associates is innovative and competitive to ensure we attract, retain and motivate our talent. It is transparent, fair and easy to understand.**

“Pay for Performance” is the guiding principle of Novartis’ reward strategy. We offer compensation and benefits programmes that drive the achievement of our business objectives.

You will have access to the Novartis Reward Hub (go/rewardhub), designed to give you access to all pay & benefit information in one place.

2.1 Base Pay

The purpose of Base pay is to reflect your responsibilities, job characteristics, experience and required skill set and is determined at hire, promotion or redeployment and as part of the annual pay review processes. Your base pay reflects the scope of the role within the organisation and the market value of the role. A review of all base salaries takes place annually in quarter one. Our annual salary review guideline will be driven by the position in the market reference range, also known as Position in Range (“PIR”) or salary position, in connection with your performance, skills, competencies and development. The review is designed to reward performance, reflect any changes in responsibilities and to ensure continued market competitiveness. There is no guarantee of an increase in base pay.

Equal pay reviews are conducted to ensure that Novartis’ pay practices remain free from discrimination. Internally, **fairness is maintained by comparing similar or related positions across the organisation.** Market competitiveness is achieved through analysis of market survey data and competitor information.

2.2 Variable Pay Programmes

Variable pay programmes at Novartis helps us achieve the Novartis “Pay for Performance” philosophy. The purpose is to reward performance against key targets, values and behaviours.

Payment of bonuses will be made provided you are still employed by the Company on the date the bonus payments are made. Associates will not accrue bonus during periods of unpaid leave.

Short Term Incentives Bonus

The Short-Term Incentive (“STI”), also known as the Annual Incentive (“AI”), is an additional payment through which the Novartis Group rewards its associates on the basis of a combination of business, team and individual results. These are measured against predetermined objectives as well as assessed values and behaviours. It is expressed as a percentage of Annual Base Salary and is defined by the relevant GJFA band. It allows associates to share in the financial success of Novartis. The maximum pay-out is capped at 200% of the target.

Fairness is maintained by comparing similar or related positions across the organisation.

Empowering you to recognise and reward behaviours that spark success.

Sales Incentives Bonus

These are designed to closely link sales force rewards with the organisation objectives and the Sales and Marketing strategy that contributes to the financial success. The target sales incentives and implementation are set according to market practices.

For Divisions that have an incentive agreement outside of the main Novartis scheme, please refer to your Divisional/site scheme booklet.

Long-term Incentives

The Select Awards programme is the Novartis Long-Term Incentive programme. The programme is designed to provide eligible associates with the possibility to build an ownership interest in Novartis and to share in our future growth opportunities. LTI payouts are expressed as a percentage of the Annual Base Salary (ABS) and paid in equity with a vesting period of 3 years. The payout ranges are defined by the relevant job bands. Equity vehicles (Restricted Shares or Restricted Share Units) received at grant are converted into unrestricted shares at vesting (3 years from grant date) and can be sold thereafter. Long-term incentives are a Novartis global programme and awarded annually to associates in certain roles. Guidelines on Long-Term Incentives are available through P&O Services.

2.3 Spark: Our global recognition programme

Spark is our unbossered global recognition programme, empowering you to recognise and reward behaviours that spark success. Through this programme, we want to ignite or inspire something innovative. At the heart of the programme, is the “joy of giving” recognition to a peer or colleague who has demonstrated a behaviour consistent with our culture and values. Access the Spark recognition platform to recognise your colleagues and redeem your reward points for a variety of products and experiences. Further information can be obtained on the global intranet site ([go/Spark](#)).

2.4 Benefits

Novartis UK Flexible Benefits Scheme

The flexible benefit scheme will enable you to design your own benefits package and manage your benefits to suit you and your family's lifestyle needs as you progress throughout your career at Novartis.

Please refer to the Novartis Reward Hub ([go/rewardhub](#)) to provide an overview of how the scheme works, the range of benefits on offer and how to make the right informed choices for you through the scheme. Please note that there is no contractual entitlement to the benefits and programmes within the flexible benefit scheme. Entitlement to benefits will be determined by your offer letter, terms of employment, employee handbook, the rules and trust deeds of the relevant schemes, policies and regulations in force at the time.

The flexible benefit scheme enables you to:

- access the benefits you want from the range of benefits available within the scheme
- enjoy a Novartis contribution towards some benefits
- select the level of benefit cover you need for you and your family
- benefit from the corporate purchasing power of Novartis UK
- save Tax and National Insurance (NI) on some benefits
- choose to receive more or less money in your take home pay based on your benefit choices.

The flexible benefit scheme gives you access to elements of your reward package as a monetary value, to spend on the benefits included in the scheme, according to you and your family's individual needs. This monetary value is made up as follows:

- your annual basic salary, including shift payments (where applicable)
- the value of the Novartis funded benefits offering applicable to you (excluding your company car entitlement and all core benefits).

There are a number of benefits for you to choose from via the flexible benefit scheme which are grouped in three main headings:

Financial Wellbeing

Novartis is committed to enabling you to support and protect your family financially, now and in the future. The benefits in this category allow you to provide enhanced security and protection for yourself and your dependants at corporate rates. You can also manage your core additional pension contributions, and taking advantage of the opportunities to share in the success of the Company through monthly and annual share plans, with a free matching share awarded for every two purchased.

Health & Wellbeing

The health and wellbeing of you and your family is of paramount importance. The benefits in this category enable you to provide maximum protection for your loved ones, and help keep them fit and well. Corporate rates are offered so that you get more for your money.

Protection

This benefit category will enable you to ensure you can protect you and your family by accessing life assurance, personal accident insurance and critical illness benefits.





Lifestyle

Novartis recognises that your quality of life outside of work is invaluable. The benefits in this category can help to enrich your life and leisure time, enable you to experience new things and give you access to a wide choice of cost-effective lifestyle benefits.

Pension Plan

The primary purpose of a pension plan is to establish a level of security for you and your dependents with respect to age, disability and death. Novartis offers a Pension Plan to all associates. Membership of the plan is voluntary, however you will be automatically enrolled to the plan when you join the Company, subject to you meeting the eligibility criteria (if you do not meet the eligibility criteria, you will have the opportunity to choose to opt-in or join the Plan). The alternative to the Novartis Pension Plan is a personal pension plan, however, by taking this option, you will not be eligible for the Company contributions.

You will be automatically enrolled to the plan when you join the Company

Pensionable salary is your annual rate of contractual salary (basic salary together with shift allowance and rostered overtime). Details of your and the Company contributions can be found in the Pension booklet. In addition, you can participate in additional voluntary contributions ("AVCs"). The Company does not pay any contributions to match associates' AVCs.

Full details of the Pension Plan can be obtained via the Novartis Reward Hub.

Private Healthcare Provision

The Company funds private healthcare for you at the level defined in your Employment Particulars, unless you choose to opt out. Provision of specific benefits is subject to the rules of the current benefit provider.

You have the option of having access to private healthcare for your spouse or partner and/or dependants with the appropriate contributions being deducted from your monthly salary through the Novartis' flexible benefit scheme.

Novartis' contribution to the healthcare provision is considered a benefit in kind ("BIK") that has to be submitted on your annual tax return (P11D).

Full details of the Private Healthcare provision can be obtained via the Novartis Reward Hub: go/rewardhub

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

Share Scheme

On joining Novartis, you will be invited to join the UK Novartis Share Plan Scheme through Novartis' flexible benefit scheme on Reward Hub. Details will be automatically sent to you from the scheme administrators. Membership of the UK Novartis Share Plan Scheme will be subject to the rules of the scheme in place at the time and you will be notified of the rules at the time of joining the scheme.

Full details of the UK Novartis Share Plan Scheme can be obtained via the Novartis Reward Hub: go/rewardhub.

Company Cars

Some positions are eligible to participate in the Car Scheme specified in your Employment Particulars.

If you are entitled to receive a car, details of the current Car Scheme will be forwarded to you. Further information can be sought from the Fleet Department or refer to One Novartis Services.

The Company reserves the right to vary the entitlement and rules of the Car Scheme at any time.

If you are required to use your own car on company business you will need to check that your insurance policy covers this requirement and to provide a copy of your insurance documents to the Company. Please refer to the Fleet Department for further details or One Novartis Services.

2.5 Business Travel Insurance

If you travel on business at the request of the Company, you will be covered by the Company's comprehensive insurance whilst on business travel. This includes cover for medical expenses, personal accident cover and death.

You should be advised that should you choose to spend your own time in an overseas location, either prior to or after a business visit, you must make your own arrangements for travel insurance as appropriate.

If you are more than 32 weeks pregnant, you must obtain a medical certificate of good health before you travel abroad, otherwise the business insurance will not apply. Refer to Novartis business travel insurance policy on the global intranet for more information.

Medical Treatment

If you undertake business visits overseas at the request of the Company, you are eligible for reimbursement of reasonable and unavoidable medical treatment and related expenses. The cost of emergency medical, dental or optical treatment is covered by the Company's business travel insurance.

Security, Visas and Health Matters

Where you travel on business at the request of the Company, you are responsible for obtaining and complying with advice from the authorised sources on security, visa and health matters which may apply in the countries to be visited and to make any necessary final checks between the time of booking and departure. The nominated business travel agency will supply you with up-to-date information regarding security, visas, health cover forms for travel and other health matters.

The Company reserves the right to vary the insurer or cover provided or to withdraw the provision of business insurance.

2.6 Employee Assistance Programme (EAP)

The Employee Assistance Programme (EAP) provides an independent, confidential and professional telephone counselling service to you and your dependants, plus general information and advisory services. In addition, off-site professional counselling is available for you only.

The EAP service also has information and access to a range of other specialist services which you may decide to consult and can assist you in doing so.

You can use this service to access information on:

- Stress / pressure
- Relationships at work
- Relationships at home
- Problems in marriage
- Sensitive problems at work
- Difficulty with children
- Managing illness
- Alcohol or drugs related problem
- Bereavement
- Financial
- Legal advice
- Retirement

If you contact the service it remains confidential. If a manager thinks that they could benefit from this service you may recommend that you get in touch with the EAP service.

The only exception to confidentiality concerns problems which endanger the safety or lives of you or others at work. These are however exceptional and extremely rare situations.

The Company reserves the right to vary or withdraw the provider or provision of this service at its discretion. Further details of the Employee Assistance Programme can be found via the Novartis Reward Hub.

2.7 Loyalty and Commitment Awards

The Company will recognise your loyalty and commitment to the company after 5 years' service and every 5 years after thereafter. Details of which are held within P&O Services.

The monetary awards are as follows these payments are subject to the normal statutory deductions:

Length of Service	Monetary Award
5 years	£100
10 years	£200
15 years	£300
20 years	£400
25 years	£500
30 years and every 5 years after	1 Month's Salary

In addition to the loyalty and commitment awards, annual leave entitlement will increase in line with your service with the organisation. Please refer to P&O Services for details.

The Company reserves the right to vary or withdraw the provisions of this Policy at any time.



Our overall aspiration is to plan for, find and grow the best, diverse talent to deliver against today's challenges and tomorrow's business needs.



3.0 Talent Management and Organisational Development

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Ensuring that we have the right organisation, the right people and the right culture in place is critical to executing our Novartis mission “to discover new ways to improve and extend peoples’ lives.”

At Novartis, you have the opportunity to work alongside a talented and diverse group of people from around the globe, all committed to making a difference for our patients and customers.

You can benefit from our unique combination of great people, industry-leading products, innovation, and a high performance, achievement-oriented culture, where you'll find opportunities to progress professionally and personally.

Novartis has key objectives in the areas of Talent Management and Organisational Development

3.1 Talent and Performance

Talent and Performance Objectives

Our overall aspiration is to plan for, find and grow the best, diverse talent to deliver against today's challenges and tomorrow's business needs. We focus on:

- Novartis as a talent magnet for the best, diverse talent
- having the right capabilities and talent at the right time
- great leaders who maximise business value
- continuously improving performance through development of the organisation, its individuals and teams to meet business needs in a changing environment.

Organisation and Culture Objectives

We are proactively shaping and changing our organisation to ensure our organisational model supports the changing portfolio, customers and external landscape, now and in the future.

We focus on:

- building an integrated, agile and efficient organisation
- purpose-driven, externally focused organisation.

We are developing a culture that powers and sustains our individual and collective performance by ensuring

- our Values and Behaviours (V&Bs) are lived by all Novartis associates
- sustained performance through health and wellbeing.

To support these objectives, Novartis undertakes a number of key activities and interventions:

Talent and Performance Management

We have a number of corporate and UK processes in place to help manage the careers of all our employees as well as identify those who will be our future leaders. These include:

Organisational Talent Review (OTR)

OTR is a key business management process to help achieve our business goals through applying an integrated approach to Talent Management, linking succession, career development and learning plans, vacancy planning and talent acquisition.

OTR aims at identifying organisational and talent challenges and opportunities and defining the corresponding action plans. It includes:

- identification of future organisational challenges and opportunities and your impact on talent
- identification and development of the leaders of the future
- building succession plans
- creating individual development plans that enhance current performance and prepare associates for future roles.

Outcomes for you as an associate can include:

- identifying your key strengths and development needs
- building an integrated development plan highlighting experience & competencies to be developed
- proposed development actions including roles and projects, formal and informal learning activities and mentoring, if appropriate.

Diversity and Inclusion

By acting inclusively and leveraging our diversity we believe we create competitive advantage, engaged employees and the best outcomes for patients and customers.

Together we actively focus on:

- diversity; embracing our many visible and invisible individual differences
- inclusion; encouraging you and your teams to contribute your fullest potential by leveraging your unique experiences, perspectives and viewpoints.



Culture is a performance accelerator which is hard to copy and is thus a source of competitive advantage.

Performance Management

The Novartis Performance Management Process (“PMP”) is one of the key business processes that help Novartis achieve sustained success of its business in a rapidly changing and increasingly competitive market. The process drives a performance culture by setting high standards for all associates and recognising and rewarding your accomplishments. It drives a culture of continuous improvement, supports you in meeting your development aspirations and strengthens our organisational capability.

Our PMP is an ongoing cycle which helps you gain clarity on:

- connection to the business strategy/objectives
- accountabilities and expected deliverables
- values and behaviours to demonstrate to achieve deliverables
- specific measures of individual performance
- needs for future individual development
- rewards aligned with accomplishments.

You and your manager should set work objectives and a development plan linked to supporting the company business objectives.

Regular performance check-ins between yourself and your manager should take place throughout the year. You and your manager will be able to organise performance and learning data in one place using UP4Growth.

UP4Growth

UP4Growth is one IT system that provides Novartis with an integrated view of performance, talent management, capabilities and learning which provides you and the business with a clear view of strengths, abilities and career plans.

UP4Growth allows you to:

- manage your own records and express your career aspirations
- identify key strengths and development needs
- record development plans, career and appraisal discussions

UP4Growth allows managers to:

- support development planning and prepare for OTR reviews

- identify possible career moves
- strengthen our succession plans
- identify learning opportunities
- track performance against objectives.

Organisational Development and Culture

Culture is “how we get things done” – the values and behaviours we encourage, tolerate and do not accept. Culture is a performance accelerator which, when sustained by our organisational and individual energy, is hard to copy and is thus a source of competitive advantage.

Novartis enhances its reputation and achieves a sustainable competitive advantage through living our purpose and Values & Behaviours (“V&Bs”). Our purpose and V&Bs are embedded in the way we select, develop and reward associates. Our business performance is sustained by organisational and individual energy anchored in a strong focus on supporting organisational and individual health and wellbeing. This enables our associates to meet the psychological and physical demands of your jobs as well as to be engaged and professionally fulfilled by your work.

Novartis Values and Behaviours

Our V&Bs (Inspired, Curious, Unbossed and Integrity) help guide the choices us to make and the actions we take. These choices help us to discover, develop and successfully market innovative products to prevent and cure diseases, to ease suffering and to enhance the quality of life of the patients we serve. There is a variety of information, and lots of tools available, to help you understand what the Novartis V&Bs mean to you and your team.

High Performing Teams (“HPTs”)

As an organisation we constantly challenge ourselves to create an inclusive, high performing environment. Building HPTs is integral to this and is key to realising the strategy and winning for our patients. A HPT is defined as ‘a team that meets or exceeds challenging business objectives’ and we are committed to creating an organisation existing of HPTs.

Global Engagement Survey

Novartis runs a Global Engagement Survey (“GES”)

Novartis will encourage and support you if you wish to further your education.

to measure the engagement and alignment of our organisation and you are encouraged to make your voice heard. Results are shared back and focus areas identified in order to ensure we continue to develop a highly engaged organisation.

3.2 Learning and Onboarding

Learning and Development

We are convinced that continuous learning is the key to success of Novartis and an important source of energy, engagement and performance for each one of you. Therefore, we are committed to developing you to your full potential.

Most learning opportunities will be available to you in your day to day work. Occasionally there will be the need to attend a formal learning event. When that need arises there are a number of programmes and opportunities that you can apply for or will be invited to attend.

The principles behind our learning and development approach are:

- everyone should take responsibility for your own development
- learning and development plans should be tailored for each individual
- 70:20:10 approach: you should consider various options for development and these could include on the job learning (70%), learning through relationships and informally (20%) and formal training (10%).

On-Boarding

When you join Novartis, you will receive a local induction programme tailored to suit your needs. This will include an introduction to your manager and team, legal requirements, information on Terms and Conditions, site and departmental information as well as information specifically required by your role. The purpose of induction is to welcome you into the organisation and give you everything you need to feel you have made the right decision to join Novartis and to be effective and successful in your new role.

Continuous Learning

Novartis offers numerous learning and development opportunities which can be accessed. Offerings include development for leadership and management as well as for functional skills and knowledge. These include face to face training; online learning; as well as secondments, projects and job changes.

3.3 Further Education Policy and professional fees

Novartis will encourage and support you if you wish to further your education through external studies. Where appropriate we may be able to offer financial support and time off for studies - this will be dependent on both budget and assessment against set criteria. We also support your professional development through membership of professional associations.

Eligibility

All associates with a minimum of 1 years service are eligible to make an application for assistance under the Further Education Policy. Consideration for funding will take into account your performance and potential. Before embarking on a programme of study, you should gain the required approvals and give your written agreement to the terms of this policy using the 'Further Education Application and Funding Agreement Form'.

Support

There are 2 levels of support that may be provided. The criteria are as follows:

- a) the course is a requirement for, or directly related to, your current job role
- b) the course will add value to your function or organisation and/or will support future career development within Novartis

Courses cannot exceed 3 years' duration. Priority will be given to further education requests which meet the criteria in point (a) above.

a) The course is a requirement for, or directly related to, your current job role

If approved, the following assistance may be provided:

- up to 100% of registration fees, course fees and examination costs
- time off to attend examinations
- half day revision leave for each exam
- time off to attend the course, if day release (pro-rated for part-time staff)
- reasonable travel expenses in line with the expenses policy.

b) The course will add value to your function or organisation and / or will support future career development within Novartis

If approved, the following assistance may be provided:

- up to 60% of registration fees, course fees and examination costs
- time off to attend examinations
- half day revision leave for each exam
- time off to attend the course, if day release (pro-rated for part-time staff): 50% of the time off will be funded by your time off (e.g. annual leave or unpaid leave) and 50% by the Company (up to a maximum of 10 days per annum)
- reasonable travel expenses in line with the expenses policy.

Any refunds the Company obtains from an educational levy will be applied to the Company's proportion of funding.

Commitment

You will need to demonstrate your commitment and capability to complete the course of study and you should also be prepared to invest personal time in the completion of the course (e.g. holiday or unpaid leave). Time off for study and exams needs to be booked in HR Core.

Gaining approval for assistance

You should discuss the proposed course with your manager in the first instance and, if supported, this should be documented in a formal development plan (e.g. TMS, Up4Growth). Requests of less than £1,000 require manager approval only and P&O to be informed. Requests greater than £1,000 will need to be signed off by your manager, one over one manager and divisional P&O representative. Where approval is given, you will need to sign and return a Further Education Application and Funding

Agreement Form (which can be requested from P&O Services). You must ensure that the request has been approved by all parties before enrolling on the course.

Due to budget constraints, a separate application should be submitted for each year of study. Any amount over £10,000 per annum will need to be approved by the Division / Business Unit's Senior Leadership Team.

Payment of further education fees

Payment of fees will be made through the Purchase Order process.

Review of progress

Your manager will meet with you regularly to review progress and the effectiveness of learning to date. It is your responsibility to attend the course regularly, complete work and submit assignments within agreed timescales. Continued support for the course will be dependent on satisfactory progress.

Funding for the re-sitting of examinations will be at the discretion of the P&O Director.

Repayment of fees

There will be no clawback of fees in the case of redundancy.

For any amount less than £2,000, there will be no clawback, unless you are dismissed before completion of the course (for any reason other than redundancy).

For any amount over £2,000, the clawback is as follows:

- if you choose to leave the course or the organisation before completion you will be liable to pay back 100% of the fees paid by the company
- if you leave the employment of the company within 12 months of completing your course, you will be liable to pay back 100% of the fees paid by the company
- if you leave the employment of the company after 12 months but before 24 months of completing your course, you will be liable to pay back 50% of the total fees paid by the company.
- If you leave the employment of the company after 2 years of completing your course you will not be liable for any fees paid by the company.



4.0 Family Friendly Policies

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Novartis offers a number of family friendly policies and arrangements to ensure the wellbeing of its associates and their immediate families. Novartis wishes to promote a positive work/life balance across the Company.

This section outlines Novartis' intent on specific topics and full policy documents can be found in this section.

4.1 Career Break Policy

You can apply for a career break in order to care for a dependant relative or to benefit from appropriate developmental or vocational opportunities outside the Company. It is felt that this will encourage development of skills or experience in different environments and increase staff loyalty and retention in the long term.

Where you have more than 5 years' continuous service, you may apply for a career break of up to 12 months duration.

The duration of a career break is usually between 3 months and 12 months. Requests for parental, paternity, adoption (which also includes surrogacy), maternity or shared parental leave will be dealt with through the relevant policy in this section.

Policy Details – Arrangements

If you wish to be considered for a career break, you must apply to your manager in writing. The application must contain details of the reasons for the career break, the length of break being requested and any other supporting information. The more advance warning of a request for a career break that can be given the greater the chances that the Company will have of accommodating such a request. The manager will liaise with the P&O department and arrange a meeting to discuss the application with the employee.

When considering such an application the Company will take into account:

- the requirements of the business
- that the employee has at least 5 years'

continuous service

- the employee's disciplinary and job record
- the purpose of the career break
- the realistic potential for offering continuation of an employment contract for the period of the career break
- the availability of the essential support for the duration of the career break.

The Company will respond to the employee in writing at the earliest opportunity after the meeting.

The decision regarding the acceptance or rejection of the application lies with the appropriate member of the senior management team, but liaison with the P&O department will take place before a decision is reached. Any employee may appeal against the decision by utilising the Company Grievance Procedure.

- holidays will continue to accrue during the career break. However the accrued holiday days must be taken within the career break period and cannot be added onto the end of the career break
- life assurance will be maintained throughout the period of the career break for employees who are members of the Pension Plan
- private healthcare cover will only be maintained for the employee (i.e. not your spouse or children) unless you choose to pay, before you commence your career break, the contribution for your spouse/ children for the period of your career break (unless the employee's Employment Particulars confirm otherwise)
- members of the Company's Pension Plan will cease to pay contributions during the period of the career break. However, employees may choose to make up any lost contributions



Novartis wishes to promote a positive work/life balance across the Company.

- upon return from the break, in which event the Company will also pay the employer's contributions and pensionable service will therefore be reinstated
- the period of the career break will be excluded for the purpose of any incentive entitlement to which the employee may be eligible
 - employees allocated a 'market driven' Company car may be required to return the car for the period of the career break, at the Company's discretion. Renewal of a Company car may also be delayed, where the car becomes due for replacement during the break
 - employees with a 'job needs' car will retain your car during your career break and make arrangements in conjunction with your P&O department to continue to pay your monthly driver contribution (e.g. by post-dated cheques or standing order) unless the termination of the car falls within this period.
 - any employee on a career break may not work for any other employer during your absence without prior written authorisation from the Company and may not work for a competitor under any circumstances
 - before returning from a career break the employee must provide a minimum of 4 weeks' notice of your intended return date and you must return on the date originally agreed as terminating the career break. Failure to return by the due date will be considered to be gross misconduct and subject to an investigation; this may lead to the individual's dismissal from the Company under the Company's Disciplinary Policy
 - upon return, the Company will ensure a return to the individual's previous job unless this is not reasonably practicable and the Company makes no guarantee that the individual's previous job will be available. If a return to the previous job is not reasonably practicable then every effort will be made to provide a suitable alternative opportunity including redeployment where appropriate and acceptable
 - upon return, length of service and all Terms and Conditions will be re-instated and the duration of the career break will be counted as continuous service.

Contact During the Career Break

Employees are encouraged to maintain regular contact with the Company during the career break. In particular, the employee must keep the Company informed of an address for correspondence where you can be contacted at all times. Where the employee has remained within the UK you should also attend the quarterly update meetings held by your department.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

Provisions

Subject to a career break being approved, the details of the offer as you apply to the applicant will be provided in writing by the P&O department. It is a requirement that, before taking the career break, this offer is accepted, understood and agreed by the applicant.

The following terms may apply:

- employees will benefit from a continued contractual relationship by being '**retained as an employee**' with the right to maintain unbroken service and a job (or redundancy if a job is unavailable) at the end of the career break

4.2 Maternity Leave Policy

This policy forms part of the Novartis Parental Leave benefit. The Novartis Parental benefit is designed to establish a minimum period of **paid leave** for birthing and non-birthing parents (e.g. full pay for 26 weeks) and, as such, **does not create** a new leave requirement (e.g. a birthing mother who has availed of paid maternity leave cannot then claim Novartis paid parental benefit).

This policy aims to ensure that the Terms and Conditions relating to pregnant associates are fair and equitable. Additionally, it ensures that the Company complies with the requirements of current legislation.

Novartis has a Maternity Leave Policy which covers ordinary maternity leave and additional maternity

The Company's approach is in excess of the statutory provisions.

leave. You may take up to 26 weeks ordinary maternity leave ("OML"), irrespective of length of service provided you comply with notification requirements. Additional maternity leave ("AML") can begin after the last day of OML and may last for an additional period of up to 26 weeks.

Details of OML, AML and benefits whilst on maternity leave can be found in this section and any questions regarding maternity leave should be referred to P&O Services.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Expected week of childbirth ("EWC")

The week in which the child is expected (starting with a Sunday).

Ordinary maternity leave ("OML")

This is the initial period of absence due to pregnancy and childbirth.

Additional maternity leave ("AML")

Any absence that is additional to ordinary maternity leave and is due to pregnancy and childbirth. There

is no qualifying period of employment for AML.

Maternity pay

This is the collective term incorporating both statutory maternity pay and payments made whilst absent as detailed within this policy.

Mat B1

This is signed by a doctor or midwife and is issued after the 20th week of pregnancy.

Occupational Maternity Pay ("OMP")

This is an optional payment paid by Novartis on top of the statutory maternity pay amount, it can also be referred to as enhanced maternity pay.

Statutory maternity pay ("SMP")

This is the minimum amount payable during ordinary maternity leave.

Keeping in touch ("KIT") days

These allow for the Company and the associate who is on maternity leave to make reasonable contact from time to time during your leave period without bringing that period to an end.

Tertial period

This is a defined 4 month period which is relevant to those in the field force only.



Policy Details

Leave Periods and Pay

The Company's approach is in excess of the statutory provisions in the following area. It is stressed that to qualify for full payment or leave the notice and length of service requirements must be strictly adhered to in order to claim each provision.

Details regarding the provisions are:

Minimum Leave

In accordance with health and safety legislation, you must take a minimum of 2 weeks leave after the birth.

Ordinary Maternity Leave

You may take up to 26 weeks' OML, irrespective of service, provided you comply with notification requirements.

This leave can commence any time from the 11th week before the EWC when either:

- you have notified Novartis, (on or before the 15th week before the EWC) of your pregnancy

by producing a Mat B1, and the date from which you intend OML to commence. This notice should be in writing and issued to the manager for forwarding to P&O Services, or the birth occurs. Leave begins automatically at this time, but you must inform the Company at the earliest opportunity or statutory maternity pay will be reduced, or

- maternity leave commences if you are absent from work, wholly or partly because of a pregnancy-related illness, commencing on the first day after the beginning of the 4th week prior to the EWC. The maternity leave will then have automatically begun unless the Company agrees to you returning to work.

You can vary the date on which OML should commence by providing written notice of the new date. This notice must be a minimum of 28 days prior to the amended start date of OML:

- OML should be taken in a single block of 26 weeks, however should you require more flexibility, OML can be taken in blocks, with a maximum of 3 blocks

- OML must be taken within the first year of the birth and before AML
- Should you wish to utilise the blocks of leave, the first block must be at least 8 weeks long and taken within the first 8 weeks of the birth, and all other blocks must be at least 1 week in length.

Please note that should you decide to take any type of parental leave in separate blocks, this may have an impact on your social welfare entitlements and employment protections.

Premature birth: OML can be extended for premature birth (less than 37 weeks gestation) by the "prematurity period".

Within 28 days of receipt of the notice of intention to take OML, Novartis will confirm in writing the expected date of return from OML.

Additional Maternity Leave

There is no qualifying period of employment for AML. This will begin after the last day of OML and may last for an additional period of up to 26 weeks.

The Company will assume that you will be taking the additional maternity leave unless you inform the Company to the contrary. This may extend the period of absence up to a normal maximum of 1 year.

Maternity Pay

The amount of SMP depends upon the date the baby is expected to be born (not the date the baby is actually born).

Maternity pay may be reduced if you fail to comply with the notification provisions outlined above. Normal pay applies whilst you are at work. It is illegal to receive normal pay from any employment and SMP at the same time. All SMP therefore ceases upon return to work.

If you qualify for SMP, you are entitled to up to 39 weeks' SMP.

Maternity pay is payable for 39 weeks, the first 6 weeks of which will be paid at no less than 100% of your normal weekly base salary.

SMP is calculated on your average weekly earnings during a specific period of time. You may see two values on your payslip covering SMP and OMP. The total of the two values will equate to 100% of your normal weekly base salary.

As Statutory Maternity Pay is calculated on your average weekly earnings during a specific period of time, this calculation can sometimes work out to be in excess of 100% of your normal weekly base salary. In these cases you would only see one entry on your payslip, which would be SMP.

The following 20 weeks will be paid at 100% of your normal weekly base salary. You would see two values on your payslip covering SMP and OMP. The total of the two values would equate to 100% of your normal weekly base salary.

Subject to you complying with the statutory rules, the remainder will be paid at the lower statutory level.

SMP can start on any day of the week so you can align payment of SMP with your maternity leave.

Benefits

Your contract of employment will continue to apply throughout both OML and AML unless you or the Company provides notice of termination in accordance with the Terms and Conditions of employment. In the case of a fixed term contract, the contract may expire on the due date in accordance with the terms of that agreement.

While on maternity leave, you will benefit from all of the Terms and Conditions which would have applied as if you had been at work instead of on leave, except the Terms and Conditions regarding "remuneration" (where remuneration is defined as monetary wages or salary payable).

Pay and Performance Reviews

Absence due to maternity will not affect the nature of performance reviews or pay awards. These reviews will continue to take place and you will be invited to participate within these procedures in the same manner as if you were attending work on a daily basis. Pay awards may affect the level of maternity



Our primary concern must be the health of yourself and child

pay. On no account will you suffer any detriment through not being at work on a daily basis at the time when these procedures are implemented.

Bonus

An annual bonus will be paid to eligible associates on maternity leave and still in employment on the due date in accordance with the terms of the relevant bonus scheme. **Any period of unpaid maternity leave will be excluded** for the purpose of any incentive entitlement to which the associate may be eligible.

If employees are eligible for the field force sales incentives, they will be eligible to receive the incentive payment at a '100% on-target' basis regardless of dates in relation to complete tertials/quarters.

Employees will not be eligible to receive any field force sales incentives whilst they are on any period of unpaid leave.

Pension

Whilst you are on OML and AML, if you are a member of the Pension and Life Assurance Plans, you will remain members of these Plans. Pension payments will be affected as follows:

If you belong to the Final Salary Pension Scheme there will be no change to the terms under which you and the Company pay contributions into the Pension Scheme during the OML period. The same percentages of income will apply and pensionable service will continue to be accrued.

Note that income will be lower after the first 6 weeks of absence and so pension contributions will reduce accordingly although the Company will also pay the difference between your contribution based on SMP and what you would normally have contributed based on your salary.

During the period of AML, pension contribution will continue. When no salary or SMP is being paid to you, **Novartis will make both the employee (i.e. your) and employer contributions.**

Holiday Entitlement

Holiday entitlement (including public holidays) will continue to accrue during the absence period. Please

note that the below holiday amounts quoted are for full-time employees and would be pro-rated for part-time employees. You will need to consider the following things with regard to holiday:

- a minimum of 20 days' holiday must be taken in the calendar year. You will need to take the required number of days as you cannot be paid or accrued
- when you return to work from maternity leave you will need to plan around the number of days (including public holidays) that you have accrued and subtract the number of days taken as detailed above
- you must plan to use these days when you come back with a maximum carry over of 5 days for the following year, which must be used by the end of April
- if you plan to return to work but will not be able to take all the days that you have accrued you could bring forward your return from maternity leave date and then book the holidays. This has the effect of not actually changing the date that you return to your place of work. Alternatively, you could choose to request a phased return to work plan utilising the accrued leave to start back on reduced days/times
- should you be going on leave before the end of April, then you would not be required to take the 20 days minimum before you go on leave, however you would need to plan your return to work around the number of days that you have accrued
- **you must plan to use these days when you come back with a maximum carry over of 5 days for the following year, which must be used by the end of April.**

Car or Cash Allowance

You will continue to have use of your Company Car and/or receive your car allowance whilst you are on maternity leave.

Healthcare

If you are a member of the Private Healthcare Scheme, you will continue to remain a member during your period of absence. Where appropriate, voluntary contributions to increase cover to partners, family members and/or dependents must continue during the period of absence in order for

cover to be maintained. It should be noted that most Private Healthcare Schemes exclude normal pregnancy-related conditions (you should refer to your plan details).

Health and Safety

You should advise the Company as soon as possible of pregnancy to ensure HSE issues are addressed. The local HSE representative or local equivalent will **conduct a risk assessment at the earliest opportunity** and specific health and safety guidance and instruction will be provided as appropriate. This guidance usually applies prior to the absence period and upon your return, whilst you are breast-feeding.

If you are pregnant, you must not lift, push or pull any package that may weigh 5kgs or more.

If you are pregnant and if you have any concern regarding health and safety at work, because of your pregnancy, you must seek advice from your manager before undertaking the task about which you have a concern. Our primary concern must be the health of yourself and child and we

encourage you to commence your maternity leave as soon as practically possible should there be any sign that your health is adversely affected by continuing to work.

The Company reserves the right to request that pregnant associates attend a medical consultation and if necessary, allocate work in accordance with medical opinion.

Acting on advice from a doctor regarding your health while pregnant, the Company may transfer you into suitable alternative work rather than put you or your colleagues' safety or health at risk. This action would be carried out with full and proper consultation. However, it is your responsibility to fully co-operate with this process. In the unlikely event that a suitable alternative is not available, you will be suspended from work on full pay for the duration that the risk exists or the start of the maternity leave/end of your pregnancy, whichever is the earlier. You will not receive pay for any maternity-related suspension if you have unreasonably refused suitable alternative work.





Procedure

Once you know that you are pregnant, you should inform your manager and P&O Services.

Time Off for Ante-Natal Care

If you are pregnant or if you have a partner who is pregnant, irrespective of length of service, you are entitled to **time off with pay** to attend an ante-natal clinic or visit a doctor. Such time will not be unreasonably withheld but such time off must be associated with the pregnancy. You must request time off and except in the case of the first request for time off, produce your appointment card as confirmation.

P&O Requirements

A copy of the maternity certificate stating the EWC (form Mat B1) should be sent to P&O Services as soon as it has been issued to you by the registered medical practitioner or certified midwife. This will normally be around the end of the 19th week before the EWC.

If Wishing to Leave the Company's Employment

If you know that you do not wish to return to work must give the required contractual notice in writing. If you qualify for maternity pay, you will continue to be retained on the payroll until your entitlement ceases at which time you will receive your P45. However, for all other purposes your employment ceases at the end of the contractual notice period upon which date all outstanding monies will be paid.

If Wishing to Return to Work

You must be employed up to and including at least one day into the 11th week before the expected week of childbirth in order to qualify for the Company and statutory provisions regarding the right to return to work. It is important to note that if you leave employment prior to the 11th week before EWC, you will lose your right to return to work.

You may not work for another employer whilst on OML or AML. It is your responsibility to inform the Company as entitlement to maternity pay will cease and employment may also be terminated.

In terms of the return date, 8 weeks' notice of the return date must be given.

Return to Work

You may not return to work if you have taken less than 2 weeks' leave after the birth of the baby.

You have no right to delay your return to work beyond the your OML/AML absence entitlement. If you are sick beyond the end of OML/AML, a doctor's certificate must be provided to this effect. Provided that you comply with this requirement, the Company will treat you as having returned, but absent due to sickness.

You have the right to return to your original job at the end of OML. At the end of AML, you have the right to return to your original job or, if it is not practicable to offer the old job back, you must be offered suitable alternative employment, under comparable Terms and Conditions. "Suitable" in this context means suitable to you and appropriate in the circumstances, although your decision must still be reasonable if that alternative employment is refused.

Temporary Cover

Your responsibilities during your maternity absence may be covered by a temporary associate. If the Company recruits a temporary associate, you will be advised that:

- you are replacing an associate currently absent due to maternity leave; and
- should you decide not to return and the position subsequently becomes vacant, you must apply for the position in the normal way and in accordance with the Recruitment Policy and Procedure.

Contact Whilst on Leave

Amended regulations provide for you and the Company to make reasonable contact from time to time without bringing the statutory leave period to an end, if this will aid and facilitate the return to work.

In addition, **you can work for up to 10 KIT days** by mutual agreement without losing your statutory pay and without bringing your leave to an end. You may come into work for an hour or a whole day, but this will still be classified as a KIT day. You will receive your usual level of pay, only for the amount of time actually worked, and payment of any SMP would be counted towards this payment. In the situation

where you are the birthing parent, no KIT days may be worked during the first 2 weeks after your baby is born, or, if you work in a factory, the first 4 weeks after the baby's birth.

Additional Facilities/Benefits upon Return to Work

Facilities will be available on site for mothers who are breastfeeding, in order to allow for expressing and storing milk.

Administration

Maternity pay will be paid as complete weeks, but you will continue to be paid on a monthly basis in accordance with the normal payroll timetable and payment method.

If you advise the Company that you will not be returning to work, you must provide normal notice provisions. The P45 will be made available as soon as possible after either the last maternity payment has been made or contractual notice has expired, whichever is later.

The date the Contract of employment ends is therefore the date upon which your notice period ends.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

4.3 Adoption Leave Policy

This policy forms part of the Novartis Parental Leave benefit. The Novartis Parental benefit is designed to establish a minimum period of **paid leave** for birthing and non-birthing parents (e.g. full pay for 26 weeks) and, as such, **does not create** a new leave requirement (e.g. a birthing mother who has availed of paid maternity leave cannot then claim Novartis paid parental benefit).

This policy is intended to support associates who have a child placed with them for adoption.

The Adoption Leave Policy also applies to you where there is a surrogate and the legal parenthood has been transferred to you by adoption or where you have applied for legal

parenthood to be transferred to you by a parental order or if you intend to apply for legal parenthood to be transferred to you by a parental order and expect the court to make a parental order on that application.

Ordinary adoption leave (“OAL”) is available to you irrespective of length of service provided you comply with the notification requirements and where the adoption agency has notified agreement that it goes ahead. Additional adoption leave (“AAL”) is available to you if you have taken OAL in respect of the child for whom you wish to take AAL.

Any questions regarding adoption leave should be referred to P&O Services.

You and the other adoptive parent may be eligible to opt into the shared parental leave (“SPL”) scheme which gives flexibility to share the leave and pay available in the first year after the child is placed with you. One of the adoptive parents must take at least 2 weeks’ adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Additional adoption leave (“AAL”)

Any absence that is additional to ordinary adoption leave and is due to the adoption. There is no qualifying period of employment for AAL.

Adoption pay

Is the collective term incorporating both statutory adoption pay and payments made whilst absent as detailed within this policy.

Keeping in touch (“KIT”) days

These allow for the employer and the employee who is on adoption leave to make reasonable contact from time to time during your leave period without bringing that period to an end.

Ordinary adoption leave (“OAL”)

This is the initial period of absence due to the adoption.

Statutory adoption pay (“SAP”)

This is the minimum amount payable during ordinary adoption leave.

Tertial period

This is a defined 4 month period which is relevant to those in the field force only.

Who is entitled to ordinary adoption leave?

You are entitled to OAL if:

- you are adopting a child through a UK or overseas adoption agency and have been given written notice that you have been matched with a child for the purposes of adoption;
- you are a foster parent who has been approved for adoption under a “fostering for adoption” scheme;
- legal parenthood has been transferred to you by adoption; or
- you have applied for legal parenthood to be transferred to you by a parental order or you intend to apply for legal parenthood to be transferred to you by a parental order and expect the court to make a parental order on that application.

Who is entitled to additional adoption leave?

AAL is available if you have a child placed with you for adoption and have taken OAL in respect of this child and where adoption leave did not end prematurely.

Evidence of Entitlement

A Matching Certificate will be provided to you by the Adoption Agency. Please provide a copy of this to P&O Services.

Where a surrogate has been used, the parental statutory declaration or adoption certificate should be provided to P&O Services.

Time off for adoption appointments

You may take time off to attend an adoption appointment once you have been notified that a child is to be placed with you for adoption but before the child is placed with you. An adoption appointment is an appointment arranged by an adoption agency (or at the agency’s request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

Where you are adopting a child with a spouse or partner, you must decide who will be treated as the primary adopter and who will be treated as the

secondary adopter for the purposes of time off. You must tell the Company your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid. If you are adopting a child alone, you are treated as the primary adopter.

If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to 5 occasions in relation to any particular adoption. If you are the secondary adopter you may take unpaid time off to attend an adoption appointment on up to 2 occasions.

You must give the company as much notice of the appointment as possible and must provide your manager with details of the date and time of the appointment and confirmation that the appointment has been arranged or requested by the adoption agency.

The Company may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances the Company reserves the right to refuse a request for a particular appointment but will not do so without good reason.

Duration of Adoption Leave

OAL commences on a date chosen by you and this leave can commence on either:

- the date on which the child is placed for adoption, or
- a pre-determined date, no more than 14 days before the date the child is to be placed for adoption and no later than the day of placement.

OAL lasts for up to 26 weeks:

- OAL should be taken in a single block of 26 weeks, however should you require more flexibility, OAL can be taken in blocks, with a maximum of 3 blocks
- OAL must be taken in the first year of the adoption and before AAL
- Should you wish to utilise the blocks of leave, the first block must be at least 8 weeks long and taken within the first 8 weeks of the adoption, and the other blocks must be at least 1 week in length.



Please note that should you decide to take any type of parental leave in separate blocks, this may have an impact on your social welfare entitlements and employment protections.

AAL lasts for up to 26 weeks commencing on the day after the last day of OAL.

Notice Requirements

How is notice for OAL given?

Written notice of intention to take OAL must be given to your manager and P&O Services stating:

- the date on which the placement is expected
- the date you have chosen the period of OAL to commence from
- the agreed blocks of leave to be taken (maximum 3 blocks), with the first block to be at least 8 weeks long.

How is notice for AAL given?

No formal notice of intention to take AAL is required.

When is notice required?

You should try to provide as much notice as possible to your manager that you plan to take OAL. You should provide confirmation no more than 7 days after the date on which you are notified of a match with a child for purposes of adoption. Where this is not reasonably practicable, notice should be given as soon as is reasonably practicable.

Can this date be varied?

Yes, by giving written notice:

- where the leave period is to commence on the placement date, by giving 28 days' notice before the date previously specified
- where the leave is to begin on a pre-determined date by giving 28 days' notice
- where this is not reasonably practicable, as soon as is reasonably practicable.

Confirmation by the Company

Within 28 days of receipt of your written notice, Novartis will confirm to you in writing the date on which you will be expected to return to work if you take your full adoption leave entitlement.

Terms and Conditions of Employment During Adoption Leave

During adoption leave you are entitled to the terms and conditions of employment that would have applied if you had not been absent. You are also bound by any obligations arising under those terms and conditions. Terms and conditions for adoption leave purposes do not include remuneration (wages or salary).

Benefits

Your contract of employment will continue to apply throughout both OAL and AAL unless you or the Company provide notice of termination in accordance with the Terms and Conditions of employment.

In the case of a fixed-term contract, the contract may expire on the due date in accordance with the terms of that agreement.

Pay and Performance Reviews

Absence due to adoption will not affect the nature of performance reviews or pay awards. These reviews will continue to take place and you will be invited to participate within these procedures in the same manner as if you were attending work on a daily basis. On no account will you suffer any detriment through not being at work on a daily basis at the time when these procedures are implemented.

Bonus

An annual bonus will be paid if you are eligible whilst on adoption leave and still in employment on the due date in accordance with the terms of the relevant bonus scheme. **Any period of unpaid adoption leave will be excluded** for the purpose of any incentive entitlement to which you may be eligible.

If employees are eligible for the field force sales incentives, they will be eligible to receive the incentive payment at a '100% on-target' basis regardless of dates in relation to complete tertials/quarters. **Employees will not be eligible to receive any field force sales incentives whilst they are on any period of unpaid leave.**

Pension

If you are a member of the Novartis UK Pension



Plan and Life Assurance Schemes, you will remain a member of these schemes throughout your OAL and AAL.

Pension payments will be affected as follows:

If you belong to the Final Salary Pension Scheme, there will be no change to the terms under which you and the Company pays contributions into the Pension Scheme during the OAL leave period. The same percentages of income will apply and pensionable service will continue to be accrued. Note that income will be lower after the first 6 weeks of absence and so your pension contributions will reduce accordingly, although the Company will also pay the difference between the contribution based on SAP and what you would normally have contributed based on your salary.

During the period of AAL, pension contribution will continue. When no salary or SAP is being paid to you, **Novartis will make both the employee (i.e. your) and employer contributions.**

Holiday Entitlement

Holiday entitlement including public holidays will continue to accrue during the absence period. Please

note that the above and below holiday amounts quoted are for full-time employees and would be pro-rated for part-time employees. You will need to consider the following things with regard to holiday:

- a minimum of 20 days' holiday must be taken in the calendar year. You will need to take the required number of days as you cannot be paid or accrued
- when you return to work you need to plan around the number of days (including public holidays) that you have accrued and subtract the number of days taken as detailed above
- you must plan to use these days when you come back with a maximum carry over of 5 days for the following year, which must be used by the end of April.
- if you plan to return to work but will not be able to take all the days that you have accrued you could bring forward your return from leave date and then book the holidays. This has the effect of not actually changing the date that you return to your place of work. Alternatively, you could choose to request a phased return to work plan utilising the accrued leave to start back on reduced days/time.

- should you be going on leave before the end of April, then you would not be required to take the 20 days minimum before you go on leave; however you would need to plan your return to work around the number of days that you have accrued
- you must plan to use these days when you come back with a maximum carry over of 5 days for the following year, which must be used by the end of April.

Car or Cash Allowance

You will continue to have use of your Company Car and/or receive your car allowance whilst you are on adoption leave.

Healthcare

If you are a member of the Private Healthcare Scheme, you will continue to remain a member during the period of absence. Where appropriate, voluntary contributions to increase cover to partners, family members and/or dependents must continue during the period of absence in order for cover to be maintained.

Contact whilst on Leave

There are amended regulations which provide for you and the Company to make reasonable contact from time to time without bringing the statutory leave period to an end. This may be in relation to a range of issues, such as developments at work, or plans to return to work.

In addition, whilst on leave, you can work for up to 10 KIT days by mutual agreement without losing your statutory pay. You may come into work for an hour or a whole day, but this will still be classified as a KIT day. You would receive your usual level of pay and payment of any SAP would be counted towards this payment.

Right to Return to Work after Adoption Leave

On your return from OAL, you have the right to return to the job in which you were employed before the absence.

If returning after AAL, you are entitled to return to the job in which you were employed before the absence, or, if this is not reasonably practicable, you must be offered suitable alternative

employment, under comparable terms and conditions. 'Suitable' in this context means suitable to you and appropriate in the circumstances, although your decision must still be reasonable if that alternative employment is refused.

Notice of Return to Work

You are required to give at least 8 weeks' notice of the date on which you intend to return to work.

Statutory Adoption Pay ("SAP")

Qualifying for SAP

To qualify for SAP, you have to satisfy the following conditions:

- that you are a person with whom the child is, or is expected to be, placed for adoption
- that you have been continuously employed for 26 weeks at the week in which you are notified of the match
- that you have taken adoption leave
- that the normal earnings (for the period of 8 weeks prior to the week in which notified of the match), are not less than the lower earnings limit for the purposes of National Insurance (NI) contributions (the lower earnings limit is set by HM Revenue & Customs and once this limit is met National Insurance contributions are made)
- that you have elected to receive SAP in writing.

SAP is not payable where:

- you have elected to take SPL (shared parental leave)
- where your spouse/partner has elected to receive SAP

Period of Payment of SAP

SAP is payable for 39 weeks, starting with the first day of the adoption leave period:

- the first 6 weeks of which will be paid at 100% of your normal weekly base salary
- the following 20 weeks you may see two values on your payslip covering SAP and OAP. The total of the two values will equate to 100% of your normal weekly base salary; and
- the remainder will be paid at the lower statutory level.

SAP can start on any day of the week so you can align payment of SAP with your adoption leave.

Average earnings are calculated over an 8 week period prior to the leave commencing.

The level of payment will then be adjusted if any increases in pay apply (e.g. annual salary review) during the ordinary leave period and this must be backdated if the salary review is backdated.

Disruption of Adoption

Where a placement does not go ahead or if the child is returned to the agency, or the adoption is terminated due to death or the end of the placement, the period of adoption leave will end 8 weeks after the end of either the date of death or the date of the end of the placement.

Notice Requirements for SAP

SAP is only payable if:
you give the written notice of the date from which you expect liability to pay SAP to begin and the written notice is given at least 28 days before that date, or if not reasonably practicable, as soon as is.

Evidence of Entitlement to SAP

The matching certificate as previously mentioned must have been provided in order for SAP to be paid.

Disentitlement to SAP

Employees are not eligible for payments of SAP if:

- you work during the adoption pay period (other than on KIT days)
- you work for another employer during the adoption pay period
- you are in legal custody or sentenced to imprisonment during the adoption pay period
- you receive statutory sick pay during the adoption pay period
- once the child reaches the age of 18
- the placement is disrupted or the child dies.

Termination of Employment Before Start of Adoption Pay Period

If you satisfy the criteria for entitlement to SAP, but later you are dismissed or leave the Company's

employment prior to the start of the adoption pay period, you retain the right to SAP.

The adoption pay period commences:

- on the date the child is placed for adoption, or
- on the day immediately following your last day of employment where this date is on or within 14 days of the expected date of placement.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

4.4 Paternity Leave Policy

This policy forms part of the Novartis Parental Leave benefit. The Novartis Parental benefit is designed to establish a minimum period of **paid leave** for birthing and non-birthing parents (e.g. full pay for 26 weeks) and, as such, **does not create** a new leave requirement (e.g. a birthing mother who has availed of paid maternity leave cannot then claim Novartis paid parental benefit).

Paternity leave provides the opportunity for you to take paid leave following the birth or adoption of a child (and in the case of surrogacy, where legal parenthood has been transferred to you by adoption or where you have applied for legal parenthood to be transferred to you by a parental order or you intend to apply for legal parenthood to be transferred to you by a parental order and expects the court to make a parental order on that application). You may also request to take Shared Parental Leave.

Details of the full Paternity Leave Policy can be found in this section and any questions regarding this policy should be referred to P&O Services.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Qualifying week

This is the qualifying week is the 15th week beginning with midnight between Saturday and Sunday before the expected week of childbirth or placement of the adopted child.

**Expected week of childbirth ("EWC")**

This is the week in which the child is expected (starting with a Sunday).

Week of childbirth

This is the expected week of childbirth is the week, starting on a Sunday, in which it is expected the baby(s) will be born.

Meaning of childbirth

This is the live-birth(s) or a still birth(s) after 24 weeks of pregnancy.

Paternity pay

This is the collective term incorporating both statutory and payments made whilst absent as detailed within this policy.

Statutory paternity pay ("SPP")

This is the minimum amount payable during paternity leave.

Who is entitled to Paternity Leave and Pay?

All employees are entitled to take Paternity leave irrespective of length of service.

To qualify:

You will have/or expect to have responsibility for the upbringing of the child.

You must be the biological father, the mother's husband or partner (including same sex couples) or one member of a couple who has jointly adopted a child.

Qualifying for Paternity Rights

In order to claim paternity pay, you must provide the Company with 28 days' notice of the date you wish the pay period to start. In order to qualify for paternity rights you must complete the application form for paternity leave and pay (available from One Novartis Services intranet site).

You only need to complete the form once.

You are required to formally advise the Company in writing of the actual date of birth or child's placement.

What is Paternity Leave for?

The purpose of paternity leave is to care for the new born baby or adoptive child and to support the birthing

parent or adoptive parent. The same right to leave exists for stillbirths if born after 24 weeks of pregnancy.

How long does Paternity Leave last for?

You can take up to 26 weeks' leave in a single block of 26 weeks or up to 3 blocks. Should you wish to utilise the blocks of leave, the first block must be at least 8 weeks long, and the other blocks must be at least 1 week in length.

Please note that should you decide to take any type of parental leave in separate blocks, this may have an impact on your social welfare entitlements and employment protections.

Paternity leave does not affect parental leave entitlements.

What will Employees get paid whilst on Paternity Leave?

The Company will pay you up to 26 weeks' full pay (calculated against base salary including shift pay where appropriate) for any period of paternity leave.

Notification Required to Qualify for Paternity Rights

In order to qualify for paternity leave and pay, notification must be received in writing to you manager and P&O Services 2 months before the start date of the leave. Notification must include:

- the date the baby is due or the child is placed
- the date you intend to start paternity leave and
- the agreed blocks of leave or continuous leave to be taken (with each block being at least 1 week long, up to a maximum of 3 blocks within 1 year of the event).

When can the paternity leave be taken?**Baby's birth or child's placement**

You may choose to take paternity leave from the date of the baby's birth or child's placement (whether this is earlier or later than expected i.e. a movable date) or take the leave later as long as this leave is taken within 56 days of the birth or placement.

Following the birth of the baby or child's placement

You may decide to take leave on a date falling on a chosen number of days after the date the baby is

born or child's placement (this is a movable day).

Adoption from Overseas

Where you have adopted a child from overseas, you must arrange for the leave to be taken within 56 days from the date on which the child entered Great Britain.

Premature Birth

Where the baby(s) is/are born prematurely leave can be taken within 56 days of the expected date of birth rather than the actual date of birth.

Can an employee change the date of your leave?

When planning paternity leave, you must give the 28 days' notice of a change to the start of paternity leave unless it is not reasonably practical to do so.

If you have chosen a pre-determined date and the baby is not born or the child is not placed on the pre-determined date, you must change your choice of date (e.g. parental leave should not be taken in advance of the baby's birth or placement).

You may specify that you wish the leave to commence from the actual date of birth or child's placement or specify the number of days after the birth or placement in which you wish leave to commence. You must ensure that the Company is notified as soon as possible in order to ensure you are eligible to take paternity leave and receive paternity pay.

Multiple Births/Multiple Adoption

Only one period of leave is available to you irrespective of whether more than one child is born or placed for adoption as a result of the same pregnancy or placement.

Impact on Benefits

Normal Terms and Conditions of employment continue.

Annual leave will continue to accrue during paternity leave at the rate provided under your contract of employment.

Pension contributions will continue during paternity leave.

Car or Cash Allowance

You will continue to have use of your Company Car and/or receive your car allowance whilst you are on paternity leave.

Do employees have the right to return to work after paternity leave?

You are entitled to return to the job in which you were employed before the absence, or, if this is not reasonably practicable, you must be offered suitable alternative employment, under comparable terms and conditions. "Suitable" in this context means suitable to you and appropriate in the circumstances, although your decision must still be reasonable if that alternative employment is refused.

Time Off for Ante-Natal Care

Where you have a partner who is pregnant, irrespective of length of service, you are entitled to time off with pay to attend an ante-natal clinic or visit a doctor. Such time will not be unreasonably withheld but must be associated with the pregnancy. You must request time off and except in the case of the first request for time off, produce your appointment card as confirmation.

4.5 Shared Parental Leave

This policy forms part of the Novartis Parental Leave benefit. The Novartis Parental benefit is designed to establish a minimum period of paid leave for birthing and non-birthing parents (e.g. full pay for 26 weeks) and, as such, **does not create** a new leave requirement (e.g. a birthing mother who has availed of paid maternity leave cannot then claim Novartis paid parental benefit).

Shared parental leave is a form of leave which enables eligible working parents to share paid time off in the first year after your child is born. Shared parental leave enables birthing parents/adopters to decide to end your maternity leave/adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with your partner, or to return to work early from maternity/adoption leave, and opt in to shared

parental leave and pay at a later date. The parents may be able to take this leave at the same time as each other or at different times.

Details of the full Shared Parental Leave Policy can be found in this section and any questions regarding this policy should be referred to P&O Services.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Adopter

This is the primary adopter of the child.

Birthing Parent

This is the parent who is expecting to give birth/has given birth to the child.

Continuous leave

This is a period of leave that is taken in one block.

Company shared parental pay ("CShPP")

This is the enhanced company amount that may be payable to Novartis associates during shared parental leave. This is payable for up to 24 weeks and is paid at the same rate as enhanced maternity pay. The exact amount of CShPP will depend upon where the shared parental leave falls in relation to the maternity leave period and whether the partner is taking shared parental leave alongside the mother/ adopter or upon your return to work.

Curtail

This is where an eligible birthing parent or Adopter brings your maternity or adoption leave and, if appropriate, pay or allowance entitlement to an end early.

Discontinuous leave

This is a period of leave that is arranged around periods of leave mixed with periods of work.

Expected week of childbirth ("EWC")

This is the week in which the child is expected (starting with a Sunday).

Partner

This is the biological father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the birthing parent. This includes someone, of either sex, who lives with the birthing parent and the child in an enduring family relationship (but is not the birthing parent, Adopter or Partner's child, parent, grandparent, grandchild, sibling, aunt, uncle, niece or nephew). 'Partner' also

includes the non-primary adopter.

Shared parental leave in touch ("SPLIT") days

Where you are on Shared Parental Leave, SPILT days allow you to work during your leave period without bringing that period to an end. The maximum number of days is 20.

Statutory shared parental pay ("ShPP")

This is the statutory amount payable during shared parental leave. This is payable for up to 39 weeks and is paid at the same rate as statutory maternity pay, namely a flat rate of 90% of average weekly earnings or the statutory rate, whichever is lower.

Policy Details**Leave Periods and Pay**

The statutory provisions are detailed as follows. It is stressed that to qualify for full payment or leave, the notice and length of service requirements must be strictly adhered to in order to claim each provision.

Amount of shared parental leave available

The total amount of shared parental leave available is 52 weeks, less the weeks spent by the child's

mother on maternity leave (or the weeks in which the mother has been in receipt of statutory maternity pay or maternity allowance). If you are adopting a child, the total amount of shared parental leave available is 52 weeks less the weeks of adoption leave taken by either you or your partner (or the weeks in which your partner has been in receipt of SAP if you were not entitled to adoption leave).

In accordance with health and safety legislation, the birthing parent must take a minimum of 2 weeks of maternity leave after the birth or, if working in a factory or workshop, 4 weeks (refer to the Maternity Policy). This means that the birthing parent cannot curtail their maternity leave to take shared parental leave until 2 (or, if applicable, 4) weeks after the birth, and similarly an Adopter cannot take shared parental leave until 2 weeks (or, if applicable, 4 weeks) adoption leave have passed, and so the maximum period that the parents could take as shared parental leave is 50 weeks between them.



Shared parental leave may be taken in one continuous block, or as a number of discontinuous blocks of leave, with a maximum of 3 blocks. Should you wish to utilise the blocks of leave, the first block must be at least 8 weeks long and the other blocks must be at least 1 week in length. A maximum of 3 requests for leave per pregnancy or adoption can be made by each parent.

Please note that should you decide to take any type of parental leave in separate blocks, this may have an impact on your social welfare entitlements and employment protections.

Shared Parental Pay

The Company pays ShPP to eligible associates who take shared parental leave.

Shared parental pay may be reduced if you fail to comply with the notification provisions outlined below. Normal pay applies whilst you are at work. It is illegal to receive normal pay from any employment and shared parental pay at the same time. All ShPP therefore ceases upon return to work.

Where you qualify for ShPP, you are entitled to share up to 39 weeks' ShPP in situations where the birthing parent has given birth (and consequently must take 2 weeks' compulsory maternity leave themselves by law), or up to 39 weeks' ShPP in adoption. In both circumstances, the number of weeks available to share will depend on the amount by which the birthing parent/Adopter reduces the maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of shared parental leave, depending on the length and timing of the leave. In scenarios where you or your partner has given birth, ShPP is payable for up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner). In scenarios where you have adopted a child, you may be able to claim ShPP of up to 39 weeks (less any weeks of SAP claimed by you or your partner). ShPP can start on any day of the week so you can align payment of ShPP with your maternity/adoption leave.

You may be eligible to receive CShPP depending upon where the shared parental leave falls in



relation to the maternity leave period and whether the partner is taking shared parental leave alongside the birthing parent/ adopter or upon your return to work. Each individual scenario will need to be reviewed by the P&O Services and any CShPP are made at the sole discretion of the Company. To manage expectations and help explain the policy please find two potential scenarios below:

Scenario 1: Tom works for Novartis and his wife Anna works for the NHS. Anna has recently had a baby and on maternity leave. After 20 weeks of maternity leave, Anna decides to return to work and Tom requests shared parental leave. Tom would qualify for 6 weeks of enhanced CShPP because the Novartis maternity policy allows for 26 weeks of enhanced company maternity pay, and 20 weeks has already passed since the commencement of maternity leave. Mirroring the enhanced Company maternity pay level, Tom's 6 weeks of CShPP would be paid at 100% of his weekly earnings.

Scenario 2: James works for Novartis and his wife Sarah works for the BBC. Sarah has recently had a baby and on maternity leave. After 10 weeks of maternity leave, Sarah and James decide to take time off together under the shared parental leave policy. James would qualify for up to 8 weeks of CShPP because the Novartis maternity policy allows for 26 weeks of enhanced company maternity pay, and 18 weeks will have passed since the commencement of Sarah's maternity leave (10 weeks maternity leave/ 8 weeks shared parental leave). Mirroring the enhanced company maternity pay level, James' 8 weeks of CShPP would be paid at 100% of his weekly earnings.

Eligibility for shared parental leave

To take shared parental leave, both parents must meet certain eligibility requirements.

Both must:

- have parental responsibility: shared parental leave can be taken by the parents of a child following its birth or adoption. Both must share the main responsibility for the care of the child at the date of the birth/placement for adoption, and you must be the birthing parent/Adopter of the child or the Partner

- comply with the relevant shared parental leave notice and evidence requirements (see below).

Birthing parent's/Adopter's eligibility:

- have been continuously employed for at least 26 weeks by the end of the 15th week before the expected week of childbirth/matching date
- must be entitled to statutory maternity leave/ adoption leave but have brought that leave to an end
- must still be working for the organisation at the start of each period of shared parental leave
- the Partner must pass the employment and earnings test i.e. have worked whether employed or self employed for any part of a week in at least 26 weeks in the 66 weeks leading up to the child's expected due date/ matching date and have earned a specified weekly average sum (set at £30 a week in 2015) in any 13 of those 26 weeks.

Partner's eligibility:

- have been continuously employed for at least 26 weeks by the end of the 15th week before the expected week of childbirth/matching date
- must still be working for the organisation at the start of each period of shared parental leave
- the birthing parent/Adopter must be entitled to statutory maternity leave/adoption leave, statutory maternity pay or allowance/statutory adoption pay, and must have ended or given notice to reduce that entitlement.

Notice requirements and requests to take shared parental leave

Notice to end maternity leave

The birthing parent/Adopter must give 8 weeks' notice to end the entitlement to maternity/adoption leave early, and opt in to shared parental leave. Notice can be given before or after the birth but must be in writing and state that the date maternity/ adoption leave is to end. If it is given after the birth, the notice is binding and can only be revoked in limited circumstances. If notice is given before the birth, the birthing parent is able to revoke the notice up to 6 weeks after the birth.

Notice of entitlement and intention to take shared parental leave

If parents wish to take shared parental leave, each parent must submit a 'notice of entitlement' to their own employer at least 8 weeks before the start of the first period of shared parental leave together with a non-binding intention to take leave. For associates of the Company, this notice should be in writing and issued to the manager for forwarding to P&O Services. For further details of what information is required to be submitted in a 'notice of entitlement' please speak to the Payroll department in P&O Services.

Period of leave notice

Parents must also provide a written 'period of leave' notice by giving the start and end dates of the periods of leave requested. The period of leave notice triggers a discussion with the manager and P&O to agree the leave request, and:

- the notice must be given at least 8 weeks prior to the requested start date
- the notice can be given at the same time as the notice of entitlement referred to above, or can be given later
- the notice can request one or more periods of leave
- If the notice has been given before the child is born then the start date may be expressed as a number of days from the date the child is born.

Only 3 periods of leave notice in total can be given by each parent, including requests to vary a period of leave that has already been arranged.

Evidence requirements

Once you have given notice to take shared parental leave, the Company may within 14 days request a copy of the child's birth certificate and the name and address of the birthing parent's/ other parent's employer. This must be provided within a further 14 days.

Where a birth certificate has not yet been issued, a declaration may be given stating the child's date and place of birth and confirming that the birth certificate has not yet been issued.

Where the birthing parent, Adopter or other Parent has no employer, a declaration may be given to that effect.

Where the non-Novartis birthing parent, Adopter or other Parent are returning to your workplace, evidence must be provided to prove your return to work.

Variations to a period of shared parental leave

Once a period of leave has been agreed, if you wish to amend the period you must send written notice to vary the leave to your manager and the P&O services team at least 8 weeks before the date to be varied and the new date.

You are advised that the periods of notice set out above are the minimum required by law, however the earlier you inform the Company of your intentions, the more likely it is that the Company will be able to accommodate your wishes.

Requests for continuous periods of shared parental leave

Requests for a continuous block of leave will be automatically approved and binding provided you meet the eligibility criteria and notice requirements stated above.

Requests for discontinuous periods of shared parental leave

Requests for discontinuous leave must be discussed with your P&O Business Partner. Requests will be considered in line with policy and within the below timescales. Such requests may be refused where there are recognised business reasons for doing so. If such requests are approved, then the request will then be binding on you.

Timescales

Meeting to be held

As soon as possible after date of receipt of the request.

Decision (associate informed of acceptance, alternative proposal or refusal)

Within 14 days after date of the request (in writing).

Right to appeal

Within 14 days after date of written decision.

Appeal meeting

Within 14 days after date of appeal letter.

Decision following appeal

Within 14 days after date of appeal meeting (in writing).

Eligibility for shared parental pay and notification

For you to be eligible for ShPP, both parents must meet certain eligibility requirements. In addition to meeting the eligibility requirements for shared parental leave (see above), you must further satisfy each of the following criteria:

- the birthing parent/Adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced your maternity/adoption pay period or maternity allowance period
- you must intend to care for the child during the week in which ShPP is payable
- you must have average weekly earnings for the period of 8 weeks leading up to and including the 15th week before the child's expected due date/ matching date of no less than the lower earnings limit in force for national insurance contributions
- you must remain in continuous employment until the first week of ShPP has begun

- you must give proper notification in accordance with the rules below.

Where you are entitled to receive ShPP, you must, at least 8 weeks before receiving any ShPP, give your manager and the P&O Services team written notice advising of your entitlement to ShPP. This should normally be included as part of the notice of entitlement to take shared parental leave.

In addition, any notice that advises of an entitlement to ShPP must include:

- the start and end dates of any maternity/ adoption pay or maternity allowance
- the total amount of ShPP available, the amount of ShPP you and the birthing parent/Adopter/ Parent each intend to claim, and a non-binding indication of when you expect to claim ShPP
- a signed declaration form confirming that the information you have given is correct, that you meet or will meet the criteria for ShPP and that notification will be given if the birthing parent/ Adopter revokes the decision to reduce maternity pay/adoption pay or maternity allowance.



It must be accompanied by a signed declaration from the birthing parent/Adopter/Parent confirming:

- your agreement to you claiming ShPP and for the organisation to process any ShPP payments made to you
- that the maternity/adoption pay or maternity allowance has been reduced
- notification will be given if the birthing parent/ Adopter revokes the decision to reduce maternity pay/adoption pay or maternity allowance.

Employee rights during leave

Your contract of employment will continue to apply throughout shared parental leave unless you or the Company provide notice of termination in accordance with the terms and conditions of employment. In the case of a fixed term contract, the contract may expire on the due date in accordance with the terms of that agreement.

While on shared parental leave, you will benefit from all of the terms and conditions which would have applied as if you had been at work instead of on leave, except the terms and conditions regarding "remuneration" (where remuneration is defined as monetary wages or salary payable).

Performance Reviews

Absence due to shared parental leave will not affect the nature of performance reviews. These reviews

will continue to take place and you will be invited to participate within these procedures in the same manner as if you were attending work on a daily basis. On no account will you suffer any detriment through not being at work on a daily basis at the time when these procedures are implemented.

Bonus

Where eligible, you will be paid an annual bonus provided you are still in employment on the bonus payment due date in accordance with the terms of the relevant bonus scheme. Any period of shared parental leave paid/unpaid will be excluded for the purpose of any incentive entitlement to which you may be eligible.

Pension

While you are on shared parental leave, if you are a member of the Pension and Life Assurance Plans, you will remain a member of these Plans.

Holiday Entitlement

Holiday entitlement will continue to accrue during periods of shared parental leave.

You will need to consider the following with regard to holiday:

- you will need to take your annual leave as this cannot be paid in lieu
- when you return to work from shared parental

leave, you need to plan around the number of days that you have accrued and subtract the number of days taken

- where reasonably possible, you must plan to use your accrued annual leave on your return from shared parental leave, ordinarily with a maximum carry over of 5 days for the following year, which must be used by the end of April.
- you may, if you wish, bring forward the date you would return from shared parental leave and instead book your accrued annual leave in respect of that period. This could have the effect of maintaining the date that you return to the office, whilst using your accrued annual leave. Alternatively, you could choose to request a phased return to work plan utilising the accrued leave to start back on reduced days/time
- you should discuss holiday plans with your manager in good time before starting shared parental leave. All holiday dates are subject to approval by your manager.

Car or Cash Allowance

You will continue to have use of your Company Car and/or receive your car allowance whilst you are on shared parental leave.

Healthcare

If you are a member of the Private Healthcare Scheme, you will continue to remain member during your period of absence. Where appropriate, voluntary contributions to increase cover to partners, family members and/or dependents must continue during the period of absence in order for cover to be maintained. It should be noted that most Private Healthcare Schemes exclude normal pregnancy- related conditions (employees should refer to your plan details).

Contact during shared parental leave

You can agree to work for the Company for up to 20 days during shared parental leave (SPLIT days). However any work undertaken and the payment for any work undertaken on SPLIT days is entirely a matter for agreement between you and the Company. The Company has no right to request you to carry out any SPLIT days and you have no obligation to undertake any SPLIT days during shared parental leave.

In addition, and separate to SPLIT days, the Company is able to make reasonable contact with you on shared parental leave, including contact to discuss your return to work.

You will be paid at your normal basic rate of pay for time spent working on a SPLIT day and this will be inclusive of any shared parental paid entitlement.

If Wishing to Leave the Company's Employment

If you advise the Company that you will not be returning to work after shared parental leave, you must give normal notice in the usual way. A P45 will be made available as soon as possible after either the last shared parental payment has been made or contractual notice has expired, whichever is later. The date the contract of employment ends is therefore the date upon which the notice period ends.

If Wishing to Return to Work

When returning to work after a period of shared parental leave, you will normally be entitled to return to the same position held before starting this leave. However, if your shared parental leave and any maternity/paternity leave or adoption leave taken adds up to more than 26 weeks in total (consecutively or not) or shared parental leave was taken consecutively with more than 4 weeks of parental leave and it is not reasonably practicable for you to return to the same role, the Company may provide alternative work that is suitable and appropriate on terms and conditions no less favourable than those that would have applied had you not been absent.

If you wish to change your hours or other working arrangements on return from shared parental leave you should request this in writing under the Company's Flexible Working Policy.

Administration

ShPP will be calculated on the basis of as complete weeks, but you will continue to be paid on a monthly basis in accordance with the normal payroll timetable and payment method.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.



You can take UK statutory parental leave at any time up to your child's 18th birthday.

This policy does not form part of your contract of employment.

4.6 UK Statutory Parental Leave Policy

This policy reflects the statutory right of employees to take up to 18 weeks' unpaid parental leave in respect of each child. At Novartis we believe this right should be accessible from day 1 and have therefore removed the statutory requirement for one years' continuous service.

Parental leave can be taken as follows:

- 18 weeks' parental leave for each child or
- 18 weeks for each child entitled to a disability living allowance.

Full details of this Parental Leave Policy can be found in this section, and any questions regarding this policy should be referred to P&O Services.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Expected week of childbirth ("EWC")

The week in which the child is expected (starting on a Sunday).

Eligibility

Provided you give the correct notice, you can take UK statutory parental leave at any time up to your child's 18th birthday.

Where you take a period of parental leave under this policy for purposes other than spending time with or otherwise caring for your child, this will be dealt with as a disciplinary issue under the Disciplinary Procedure.

Key Rights

- 18 weeks' parental leave for each child for whom you are responsible
- you remain employed whilst on parental leave
- where you take leave for a period of 4 weeks or less, you are entitled to return to the same job as before the leave was taken

- where you take leave exceeding 4 weeks, you are entitled to return to the same job or where this is not practicable a similar job which has same or better status and Terms and Conditions as the old job
- the number of weeks applicable to you includes parental leave already taken for a child during any period of previous employment with another employer
- **leave entitlement is a total leave entitlement, not per year.**

Qualifying Criteria

To take parental leave you must:

- have or expect to have responsibility for the child; and
- be taking the leave to spend time with or otherwise care for the child.

You are considered to have responsibility for a child if you:

- are the child's biological parent (whether or not you are living with the child);
- are the child's adoptive parent; or
- otherwise have legal parental responsibility for the child, for example, if you are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.

Applying for UK Statutory Parental Leave

You are encouraged to discuss your UK statutory parental leave plans directly with your manager, so that time off can be planned and provisionally agreed before a decision is reached.

You must complete an application form to request UK statutory parental leave (available from One Novartis Services intranet site) and provide the Company with 21 days' notice of your wish to take parental leave.

The completed form should then be forwarded to the manager who will discuss the request with P&O.

Having received notification from the manager of your intention to take parental leave the P&O Services will write to you.

Evidence of Eligibility to Take UK Statutory Parental Leave

The Company may request evidence of eligibility to take UK statutory parental leave in order to confirm that you are the parent or the person who has legal responsibility for the child. Evidence might take the form of information contained within the child's birth certificate or papers confirming a child's adoption or the date of placement for adoption.

In the case of a disabled child, evidence that there is a claim awarded for disability living allowance, armed forces independence allowance or personal independence payment may be requested.

The Company will not unreasonably check eligibility e.g. there will not be a requirement to confirm eligibility on every occasion that leave is requested.

The Company may ask to see evidence of service with a previous employer to determine entitlement to parental leave.

Planning Time Off

Where eligible, you are entitled to request up to a total of 18 weeks' unpaid parental leave. A maximum of 4 weeks out of the total number of weeks' leave may normally be taken in any 12 month period in respect of any individual child.

Leave must be taken in blocks of 1 week. Where part of a week is taken as parental leave your entitlement will be reduced by a full week. The only exception is where the child is disabled when leave can be taken in blocks or multiples of 1 day.

Parents With More Than 1 Child

Parental leave is for each child and therefore each parent will be entitled to 18 weeks' leave for each child.

Multiple Births

Where more than 1 child is born from a single pregnancy the UK statutory parental leave is applicable for each child and not per pregnancy.

Right to Postpone

The Company may postpone UK statutory parental leave for up to 6 months in cases where the

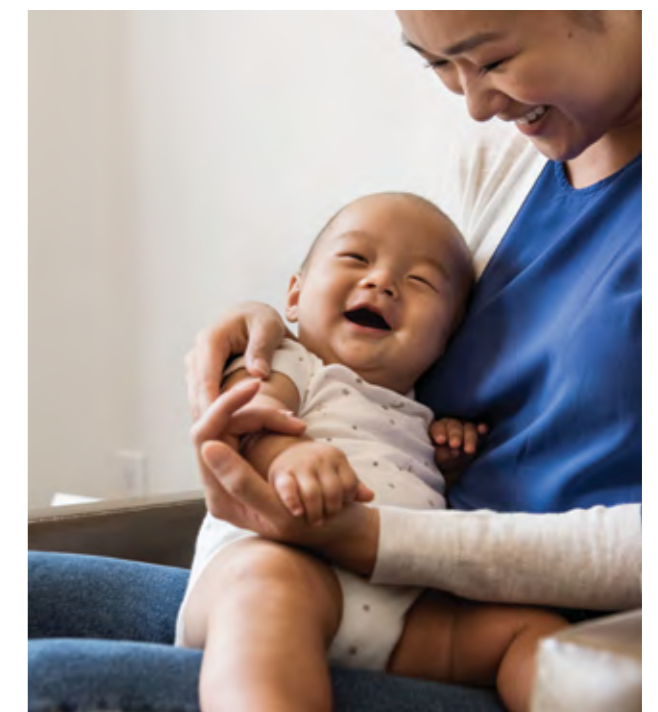
business would be particularly disrupted if leave was taken at the time requested.

Where leave is postponed, the manager must discuss with you and confirm in writing the postponement arrangements, which must be received no later than 7 days after you notify the Company of your intention to take UK statutory parental leave. The manager must confirm the reason(s) for postponement and set out the new dates of UK statutory parental leave. The length of leave should be equivalent to your original request.

Exception

However, leave cannot be postponed when you give notice to take it immediately after the time the child is born or placed with the family for adoption provided you give the 21 days' notice before the beginning of the EWC.

In the case of adoption, you need to give 21 days' notice of the expected week of placement. In rare cases where this is not possible, an adoptive parent should give notice as soon as is reasonably practicable.



The Company will not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

Keeping Records of UK Statutory Parental Leave

The Company is not legally required to keep records of UK statutory parental leave taken although the Company chooses to do so. Should you change jobs or have recently been employed, you may seek to establish from a previous employer details of UK statutory parental leave already taken and the Company may seek a declaration from you about how much leave you have taken.

Returning to Work

You have the right to return to the same job as before if the UK statutory parental leave was for a period of 4 weeks or less. For periods of leave (exceeding 4 weeks), you are entitled to return to the same job, or if that is not reasonably

practicable, a similar job which has the same or better status, terms and conditions as the old job.

UK Statutory Parental Leave Following Maternity Leave

Where UK statutory parental leave follows ordinary maternity leave, you are usually entitled to return to the same job as you had before maternity leave. However, if UK statutory parental leave follows additional maternity leave and returning to the same job would not have been reasonably practicable and following UK statutory parental leave is still not reasonably practicable, you are entitled to return to a similar job which has the same or better status, terms and conditions as the old job.

Impact on Terms and Conditions of Employment

- employment with the Company will be treated as continuous during the period of UK statutory parental leave
- holiday entitlement will continue to accrue for

If you are undergoing IVF treatment, you may apply for up to 5 days' paid leave

- the period of absence due to UK statutory parental leave
- you will continue to have use of your Company Car and/or receive your car allowance whilst you are on UK statutory parental leave
- private healthcare continues for you during parental leave
- pension continues for you during parental leave and any period of unpaid leave will be excluded for the purpose of any incentive entitlement to which you may be eligible.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

4.7 Time Off Policy

Novartis acknowledges that associates have domestic and personal responsibilities outside work. The Company therefore wishes to recognise these responsibilities as far as is reasonably practicable for your health, welfare or convenience, through making available the provision of time off which may be taken as required with the approval of your manager.

This policy provides guidance for eligible employees who wish to apply for leave in certain circumstances.

Definitions (Glossary of Terms)

The following term used within the document may require clarification:

Dependant

A dependant can be a husband, wife, civil partner, child or parent, or anyone living in your household (as long as they are not your worker, tenant, lodger or boarder). A dependant may also be anyone who reasonably relies on you for assistance or for whom you have or share caring responsibilities for.

There are a number of reasons that the Company will allow time off for an associate. These include:

- to undergo IVF treatment
- to care for dependants
- to be engaged in public duties
- to attend jury service

- to appear as a witness in court
- to participate as a volunteer within the special forces
- to attend medical, dental or hospital appointments
- to manage unexpected domestic crises or emergencies such as fire or flood
- for bereavement following the death of immediate family members or child.

Any questions regarding this policy should be referred to P&O Services.

IVF Treatment

If you are undergoing IVF treatment, you may apply for up to 5 days' paid leave per annum for the days on which treatment is undertaken. The payment of this leave is at the discretion of the manager. Any sickness absence that ensues must be taken as such.

You must seek guidance from your manager or P&O Services prior to taking the absence, as paid leave is not guaranteed and cannot be sought retrospectively after treatment has taken place.

Where appropriate, additional time off without pay may be granted by the manager.

The Company reserves the right to request supporting documents confirming that you are undergoing the treatment.

Time Off for Emergencies

You will be allowed to take a reasonable amount of time off work to deal with sudden emergencies, for example if a dependant falls ill, is injured, or there is a domestic emergency for example burglary, fire or flood.

Such time off is usually unpaid, however the Company reserves the right to allow paid time off in exceptional and appropriate circumstances. This should be discussed with the manager, along with the length of time off, which will depend on circumstances.

A reasonable amount of time off will be given to attend to the immediate situation and to organise longer term care arrangements, seek alternative



accommodation etc. The right to time off is not for longer term care arrangements or prolonged periods.

Emergency Carers Leave

Where you have or share responsibility for the care of another adult or disabled child, or where a dependant lives overseas, you may request reasonable paid time off in order to provide care for that individual in emergency scenarios. Requirements should be discussed with your Manager and requested in the same way as annual leave.

Where you have more regular or longer term caring responsibilities, the need for time off should be discussed with the Manager to document and assess what requirements there may be for time off that may not, by definition, be classed as “an emergency” or may exceed a reasonable amount of paid time off to deal with an emergency scenario.

Consideration should also be given to whether it may be more appropriate to request unpaid carers leave or make a more permanent formal flexible working request.



You should follow the local absence reporting requirements and must keep your manager informed and updated as soon as is practicable. All leave requested is subject to manager approval and discretion.

Political Participation

Novartis is supportive of associates' participation in the political and civic life of the communities in which you live and work. You are entitled to:

- stand for election as local councillors
- act as magistrates
- serve on other local bodies associated with statutory and community services
- join the Territorial Army, Royal Navy Reserve, Special Police Force or equivalent
- attend jury service and act as a witness in court.

You are free to stand for Parliament, but you must resign from the Company's employment if elected. However, if you are considering such a move, you must inform your manager at a very early stage that you are considering standing for Parliament or playing a public part in Parliamentary elections and assure the Company that these activities can be exercised **without conflict of interest with your duty as an associate.**

The Company will give reasonable facilities including (where necessary and appropriate) time off to enable you to undertake your share of civic duties and will ensure that you do not, in consequence, suffer financial loss.

Public Duties

Where you are engaged in any of the public duties shown below, you will be eligible to apply for a reasonable amount of time off to attend relevant meetings or participate in other activities for the purpose of the functions or body.

In the interpretation of this policy the following appointments will be defined as “public duties”:

- a justice of the peace
- a member of a local authority
- a member of a statutory tribunal
- a member of a health authority, family practitioner committee or, in Scotland, a health board
- a member of a managing or governing body

of a school or college maintained by a local education authority or grant maintained establishment, central institution, or college of education in Scotland

- members of the governing bodies of higher education authorities, school boards, or the boards of management of self-governing schools
- a member of a water authority or river purification board
- a member of a broads authority
- a member of a prison board of visitors.

If you wish to take time off in order to fulfil any of the above activities, you must give as much advance notice of your request as possible. Details must be provided of the duty being performed and the specific activity for which time off is considered necessary.

There is no right to unlimited time off. In determining how much time off from work is reasonable, the Company will take account of the following:

- the nature of the duties of the office or as a member of the body in question
- the amount of time off which has already been permitted for other public duties (as defined in this section) and/or
- the organisational requirements and the effect of the absence upon the Company.

In addition to the above, the Company will take into account any minimum attendance levels, or any compulsory activity requirements stipulated by the public office or body.

Subject to appropriate notice being given, the Company will allow you a reasonable amount of time off to perform public duties, having regard in particular to:

- how much time off is required for the performance of the duties e.g. a whole day's leave will not be allowed in order to attend a 1 hour meeting being held locally
- how much time you have already had off for trade union duties and activities
- the circumstances of the Company's business and the effect of the absence on the running of the business.

Jury Service

Where requested to attend court as a juror, you will be granted paid time off to attend. However, where, in the Company's view, your release for jury service raises major staffing or organisational problems, assistance will be provided to you in order to appeal to the court to re-arrange or cancel the dates of service. Where you are being asked to attend for jury service you must notify your manager immediately. Where jury service lasts for less than half a day, you must return to work for the remainder of the day.

During attendance at the court, you should claim from the court any travel expenses both to and from the court.

Appearing as a Witness

You will normally be granted time off where you have been requested to attend court as a witness. However, you must notify your manager of the request at the earliest opportunity.

During attendance at the court you should claim from the court any travelling expenses both to and from the court, together with compensation for any loss of earnings, whenever possible. The Company will then pay the difference between such entitlements and normal contractual earnings.

Evidence of any attendance and payment of any costs or loss of earnings must be submitted to the P&O Services department in order to claim this allowance.

Special Forces

Novartis is supportive of associate's participation as volunteers with a number of special forces. These include:

- Territorial Army
- Royal Navy Reserve
- Reserve Air Force squadrons
- Special Police Force
- Special Fire Service

Where time off work is required, you are expected to use a proportion of your annual holiday entitlement. For every day of the holiday entitlement

utilised in this manner, the Company will provide an additional day of leave, up to a maximum of 5 days in any holiday year.

Payment during any additional day(s) of leave will be calculated as the difference between any attendance allowances received for the day(s) from the special force and contractual earnings.

Evidence of attendance and any allowances received must be given to P&O Services upon return to enable the payment to be processed.

If you are a member of the special forces, you will be allowed time off when you are called up for active duty in times of conflict, in accordance with any guidelines issued by the special forces or any government body, relating to the requirement to be available in a call up situation.

Medical, Dental and Hospital Appointments

You should arrange your appointments around your work commitments wherever possible.

Where you are working on a rota basis, time off for appointments during your normal hours of work for the Company should be avoided where possible.

Provided that you notify your manager in advance and time away from work is kept to a minimum, time off for these appointments will be treated as paid time off. In the unlikely event that the appointment lasts for more than half the day it will be treated as sickness absence.

Where you have a disability or long-term health condition that requires regular appointments/treatment then this should be discussed with your Manager. Where possible these appointments should still be arranged around work commitments, for appointments that last longer than half a day, it should be logged as "disability leave". The Company may require that the time is taken without pay or that it is made up by working additional hours at other times, this should be discussed and agreed with your Manager in advance.

The Company reserves the right to request proof of attendance.

Time off for antenatal appointments

You may take time off with pay to attend an antenatal appointment, antenatal clinic or visit a doctor if you have a "qualifying relationship" with the pregnant person or the child. Such time will not be unreasonably withheld but must be associated with the pregnancy. You are advised to manage your work commitments around such appointments.

A "qualifying relationship" means that either:

- a) you are the baby's parent;
- b) you are the pregnant person's spouse or civil partner; or
- c) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

If you have a partner who is pregnant, irrespective of length of service, you are entitled to time off with pay to attend an ante-natal clinic or visit a doctor. Such time will not be unreasonably withheld but must be associated with the pregnancy. You must request time off and **must give as much notice as possible of the appointment.**

Moving House

You will be allowed one day's leave to move house. All requests are subject to operational commitments and must have prior approval from the manager.

Compassionate Leave

The Company provides 1 week's compassionate leave for bereavement in your immediate family, i.e. in the case of the death of your:

- father
- mother
- spouse or partner

For the bereavement of a child please see the Parental Bereavement Policy.

3 days' compassionate leave are granted for other family members or any relative resident in your home at the time of death or any person nominated as your next of kin prior to the bereavement.

Sympathetic consideration will be given to the inclusion of other close relatives or dependents where special circumstances apply. Sympathetic consideration will also be given to requests for additional leave in an emergency or other exceptional circumstances, for example where the relative resides overseas and is at the discretion of your manager.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

Parental Bereavement Policy

In the event of the death of a child, the Company provides 2 weeks compassionate leave, either in one block or split into 2 separate weeks of leave. The leave:

- can start on or after the date of the death or stillbirth
- should begin after any other type of statutory leave e.g. maternity leave
- must finish within 56 weeks of the date of the death.

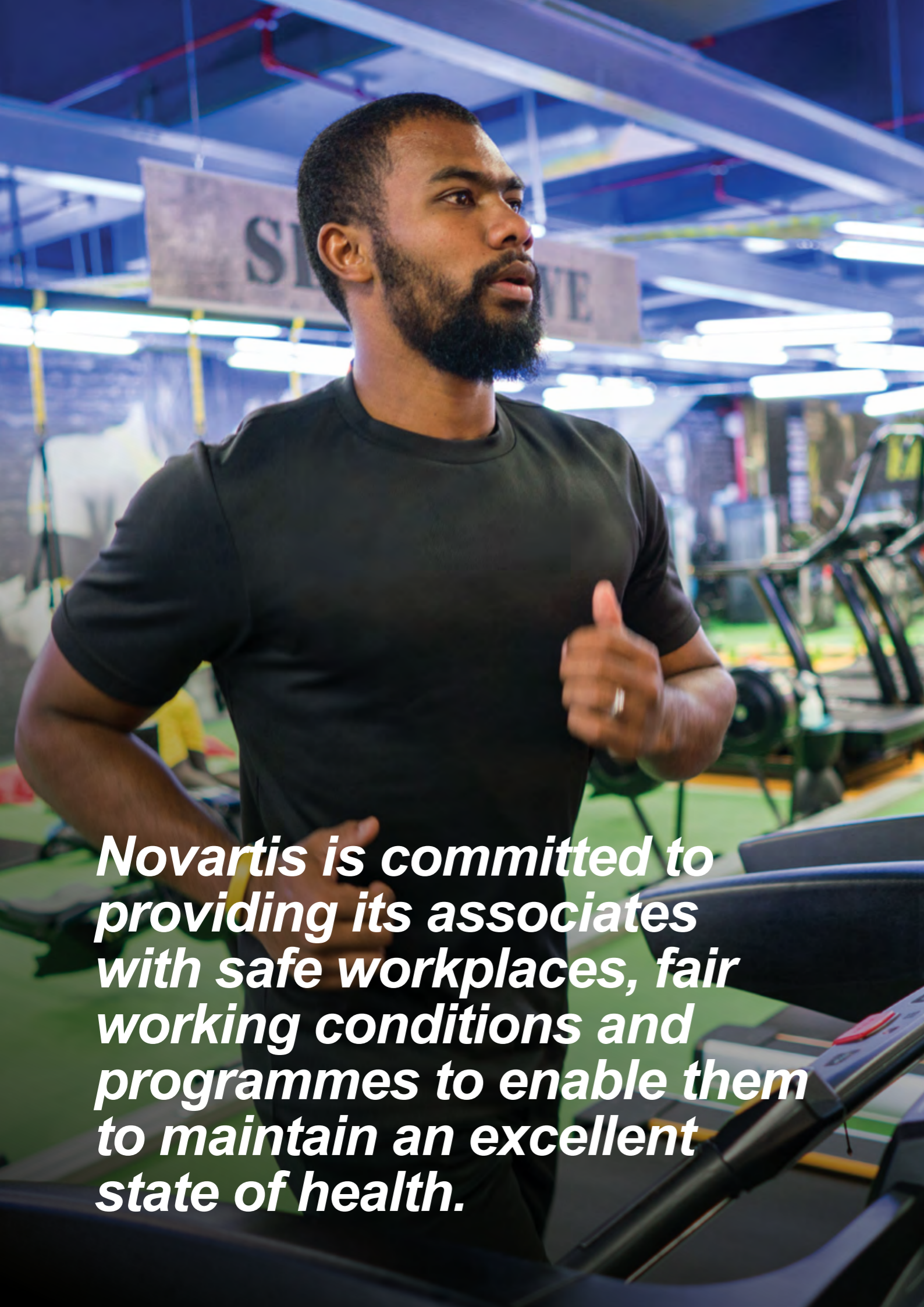
Within this policy, "child" refers to a dependant under the age of 18.

In case of a Still Birth please refer to the Maternity or Paternity Leave policy which allows for the full maternity/paternity leave to be taken where the Maternity Certificate (MATB1) has been received by the Company.

You will receive Statutory Parental Bereavement Pay for the duration of the 2 weeks leave. This pay will be topped up by Novartis, so you will receive 100% pay.

Eligibility: You are eligible for this leave and pay from day one of employment.

Sympathetic consideration will be given to requests for additional leave in an emergency or other exceptional circumstances, and is at the discretion of your manager.



Novartis is committed to providing its associates with safe workplaces, fair working conditions and programmes to enable them to maintain an excellent state of health.

5.0 Health and Wellbeing

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Novartis is committed to providing its associates with safe workplaces, fair working conditions and programmes to enable them to maintain an excellent state of health. This section of the Handbook highlights some of the programmes and initiatives available to you.

Occupational Health

As part of our wellbeing programme for associates, we support various health initiatives. Our Occupational Health teams are available to advise and guide you about health-related matters and our aim is to promote good health in a proactive manner. We encourage associates to maintain a healthy work/life balance.

Details of your Occupational Health teams can be obtained from P&O Services.

You or your nominee must provide the following details:

- reason for absence
- expected length of absence and
- details of action being taken to ensure absence is minimised.

You must ensure any absence is recorded in HR Core on your return to work, and your manager's role is to ensure accurate sickness absenteeism is recorded in a timely manner.

Giving adequate notification is easier for some associates than others and managers should use their discretion. If you do not attend work as expected and notification has not been received, the Manager will take reasonable steps to contact you. However, where no satisfactory notification or reason has been given as to the reason for absence, it will be deemed as unauthorised and should therefore be treated as absence without leave (therefore unpaid) and dealt with under the Disciplinary Policy.

Absence Lasting up to 7 Days

Where you are using HR Core, it is your responsibility to log the absence duration in the system within 48 hours of your return to work. For those not on HR Core, a self-certification form must be completed and sent to your local P&O team.

Failure to complete the form/HR Core may result in the absence being classed as unauthorised and therefore unpaid. **Persistent failure to log the absence in a timely manner is considered to be a disciplinary offence.**

5.1 Sickness Absence Policy

This policy provides details of what actions need to be taken when you are unable to attend work due to sickness and outlines the Company's policy on sick pay.

Where this procedure is not followed, the Company reserves the right to suspend you from the Company Sick Pay Scheme and you will render yourself liable to disciplinary action up to and including dismissal. In cases of ill health the Capability Policy will be followed as deemed necessary.

Notification of Absence Initial Report

Irrespective of the length of time where you expect to be unable to attend work, **you are required, at the earliest opportunity, to contact your manager.** Where the reason for the absence prevents you from so doing (e.g. severe illness or accident), you must make arrangements for your manager to be contacted on your behalf. If the manager is unavailable, you (or your nominee) must notify the deputising manager or P&O Services.

Absence which continues for More Than 7 Days

If the period of absence lasts for more than 7 days (i.e. 8 or more consecutive days from the first day of absence) and is due to sickness, you must obtain a Fit Note confirming you are unfit to attend work from your doctor or a hospital and forward a legible soft copy of it to your manager and P&O Services immediately. As soon as the Manager is aware the absence will be for longer than 7 days, you should notify P&O Services so that a sickness record can be created.

On return to work you must notify P&O Services that you have returned to ensure that your pay is not affected.

Further certificates for sickness absence, or written notification for other absence, must be electronically submitted immediately when the period of absence continues after the expiry of any previous documentation.

Maintaining Contact Whilst Absent

It is primarily your responsibility to maintain appropriate contact with your manager throughout the period of absence and in particular at the beginning and before the end of a period of absence. Where you have not made contact, your manager may contact you, after which they may request the P&O Business Partner to initiate contact under duty of care. In some cases, the Company reserves the right to contact your next of kin or emergency contact, as stated on your HR Core record, to ensure that you are safe. In extreme cases of continued non-reported absence, the Company may contact the police for help.

When contact is made, managers will use their discretion when agreeing further times of contact with you, as deemed reasonable by both parties (e.g. during long-term absence).

Absence Due to Accident at Work

Any sickness absence which is the direct result of an accident at work must be reported to the HSE Officer immediately.

Paperwork

It is essential that in order to maintain any rights to salary or the Company's sick pay that every day of

absence is eventually covered by either:

- entry in HR Core; or
- a self-certification and absence form; or
- a medical certificate; or
- other official authorised written notification (e.g. letter from hospital)

However, submission of the above does not guarantee payment, nor does it preclude the Company from following the Disciplinary Procedure where such action becomes necessary.

Disciplinary action will be taken where this procedure is wilfully not complied with.

Return to Work

The self-certification form/entry to HR Core should be completed immediately upon return to work and given to your manager. Where there have been a number of short absences (usually 3 or more) or a period of long term absence (greater than 7 days), your manager may conduct a return to work interview ("RTWI") with you on your first day back to work, or within 5 days of returning depending on your shifts. In all cases, absence should be logged in HR Core or a self-certification and absence form must be countersigned (check that it covers the full period of absence) to authorise statutory sick pay, sick pay and/or normal pay. Where your manager is unavailable upon your return to work or within 5 days of returning to work, it is your responsibility to ensure that you notify and discuss your absence with the deputising manager. In any case, your manager must inform P&O Services of your return to work on your first day back.

If the reason for the absence causes concern you may be referred to the occupational health department for advice.

Sick Pay**Statutory sick pay ("SSP")**

In accordance with government legislation SSP is provided to all associates who are eligible for payment under the laws of the Social Security Contributions and Benefits Act 1992. SSP will only be paid if you have been absent for at least 4 consecutive days (including rest days).

Company sick pay ("CSP")

Company sick pay includes SSP. When company sick pay has been exhausted, if applicable you will continue to receive SSP up to the maximum of 28 weeks in accordance with the laws of the Social Security Contributions and Benefits Act 1992.

Subject to the conditions contained within this policy, the Company will continue to pay CSP for periods of absence from work due to sickness or injury, subject to the following scales and based on a rolling year (see below).

Years of Service	Full Basic Salary	50% Basic Salary
Up to 2 years	4 weeks	4 weeks
Over 2 years but less than 4 years	10 weeks	10 weeks
4 years and over	20 weeks	20 weeks

For the purpose of establishing your entitlement, service is defined as continuous within the Company or other associated companies and is calculated on the first day of absence. Sick pay will be calculated on the annual basic salary including shift allowance and shift differential (where applicable) received by the employee at the time of the absence and the completed length of service.

If you are sick on more than one occasion within a 12 month rolling period, your outstanding entitlement is calculated on the first day of each absence. The entitlement is the balance remaining having deducted the total accumulated absence taken during the previous 12 months.

Further discretionary sickness payments may only be made with the approval of the P&O Head or Country Division Head. Such further authorisation will take into account your sickness record, length of service and the nature of the illness.

You should note that your eligibility for CSP does not, from a statutory perspective protect your employment.

Managers will be notified by P&O Services when you are close to exhausting your full sick pay entitlement and due to go onto half pay. P&O Services will write to you to inform you of any changes to your CSP.

P&O will contact you to inform them that you have exhausted your full sick pay entitlement and you will have to go onto half pay. If you exhaust your half pay entitlement it will then be reviewed and P&O will contact you to inform them you will be going onto zero pay.

Any period of unpaid sickness absence will be excluded for the purpose of any incentive entitlement to which you may be eligible.

Sickness/Injury Whilst on Paid Holiday Leave

Planned Holiday will only be credited back when a doctor's sick note is provided which covers the period of sickness during the leave. For associates working shifts, the above principles relate only to those periods of scheduled time off which are designated as annual holiday. These are known as sickness protected periods.

Suspension from Sick Pay Scheme

The Company may suspend you from the Company Sick Pay Scheme and consider disciplinary action if:

- you fail to follow the rules relating to absence reporting; and/or
- there is reason to doubt the validity of the absence; and/or
- the illness or injury was self-inflicted, e.g. sunburn or drug abuse; and/or
- when treatment has been refused; and/or
- diagnosed illness and previous medical advice has not been followed; and/or
- the injuries are frequent through participation in sports or dangerous activities; and/or
- the absence was caused by failure to comply with the Company's regulations on health and safety; and/or
- the absence has resulted from outside employment; and/or
- other equivalent situations for which payment of CSP would be inappropriate; and/or
- appropriate documentation has not been provided confirming you are not fit to work.

In all cases of sickness absence from work, the Company expects that you will do everything to help a speedy return to work. The Company would not normally expect you (while on sick leave) to undertake any employment elsewhere or to participate in any activity which is inconsistent with the nature of the alleged illness, some examples being sports, social activities or home improvements.

Medical Report

In cases of lengthy absence or where your illness may pose a health hazard to others, the Company reserves the right to refer you to a medical practitioner for an opinion regarding fitness for employment or for a full medical report as

appropriate. Continued payment of CSP may be terminated if you refuse to allow the Company to receive a medical report during a lengthy absence.

The Company guidance on referrals to Occupational Health is:

- 4 or more periods of absence within any 12 month period
- any stress anxiety or depression related absence where the time frame for recovery is unclear.
- any muscular-skeletal related absence
- any absence with a return to work date of more than 4 weeks
- receipt of a 'maybe fit for work' or 'with restrictions' medical fit note.

Any referral to Occupational Health should be discussed with the P&O Business Partner.

Long-term Ill Health or Inability to Undertake Job Duties

Long-term ill health or inability to undertake the job duties required could lead to dismissal but only after full consultation with you and relevant medical experts/Occupational Health in order to establish the true medical position. Consideration will be made for reasonable adjustments (if appropriate) and consideration of alternatives to dismissal will be made.

If you have any further questions or concerns regarding this policy, please discuss them in the first instance with your manager or local P&O Business Partner.

Long Term Sickness

The Company retains the services of an occupational doctor. You may be requested by your manager to consent to be examined by the occupational doctor (at the Company's expense) and to agree to allow the doctor to provide a medical report to the Company. The terms of your contract of employment include a provision that requires you to give such consent when reasonably asked to do so by the Company.

The Company will support you if you are absent from work due to genuine sickness or injury during the absence. The position will be reviewed periodically and ultimately it may become necessary from a business perspective to consider termination of employment.

5.2 Work Place Stress Policy

This policy is to clarify the Novartis approach towards dealing with workplace stress cases.

Policy Statement

Novartis recognises that stress at work can have a detrimental effect on both you, your family and business performance.

A certain amount of pressure is a normal part of most jobs and it can be beneficial in helping to keep an individual motivated. However, there is a point at which too much pressure can have a detrimental effect on the individual and result in them experiencing stress. The tipping point will differ from person to person; some employees are better able to cope with pressure than others.

Harmful stress is more likely to occur where there are:

- pressures which are cumulative and/or prolonged;
- demands placed upon the individual over which you have lost control;

- demands which are conflicting - causing confusion;
- high levels of uncertainty or under-utilisation of skills;
- inflexible and or over-demanding work and/or travel schedules;
- prolonged inter-personal conflicts; and
- absences of leadership and/or understanding from managers.

Managers should be aware of the causes of stress and the symptoms that people exhibit and should be alert to signs of stress among their team. Managers should support the associate in seeking help and take appropriate steps to help prevent stress from occurring within their team.

You, your manager and colleagues must all be committed to understanding and addressing excessive stress. If you consider that you have a stress problem, you are encouraged to seek support and assistance at the earliest opportunity. Your request will be dealt with in a confidential and supportive manner.



Encouraging a culture in which stress is not regarded as a sign of weakness

Training

The Company also provides a variety of courses to assist you and managers to manage workload and develop your skills to be more effective at work (i.e. time management courses, smart working principles, and other personal effectiveness programmes). You are therefore encouraged to discuss these training needs with your manager in the normal way.

Responsibilities

Company Responsibilities

Employers have a legal duty under health and safety legislation to ensure the health, safety and welfare of your employees as far as reasonably practicable. This includes taking steps to minimise the risk of stress or stress-related illnesses. Managers should support their teams to comply with Novartis health and safety duties.

Causes of stress (stressors) will be identified and managed. Identified risks will be reduced to as low as is reasonably practicable through safe systems of work, suitable equipment and information and training. You will make proper use of any equipment and systems of work provided for your safety.

Novartis will manage stress in the workplace using a variety of methods and tools. Examples of such methods and tools may include, but not be limited to:

- seeking your views on stress in the workplace;
- reviewing job descriptions to identify tasks that may involve stressors;
- reviewing job descriptions to identify safety critical roles;
- eliminating work-related stress or, where this is not possible, reducing the risk of work-related stress, considering the existing arrangements that are in place;
- identifying additional arrangements to reduce the risk of work-related stress to as low a level as reasonably practicable, which could include changing working procedures, providing information and training, improving communication, and changing working procedures;
- reviewing workplace conditions to ensure that you

- do not contribute to work-related stress;
- ensuring that grievance and disciplinary procedures are adequate and communicated to all associates, as appropriate;
- setting up arrangements for you to report work-related stress, to your Manager, P&O Business Partner or Occupational Health;
- ensuring that support, which may include, for example, confidential counselling, special leave and back-to-work assistance, is offered to associates who are suffering from stress at work;
- encourage that all associates, and especially Managers, are committed to understanding the symptoms of stress;
- **encouraging a culture in which stress is not regarded as a sign of weakness.**

Your Responsibilities

You will:

- inform your Manager or P&O Business Partner if you are suffering from excessive pressure or stress at work
- fully engage in an ongoing dialogue with your Manager or P&O Business Partner, with the aim of reducing identified stressors
- attend, when required, an appointment with the Occupational Health service providers.
- follow appropriate recommendations provided for your safety and wellbeing.

If you consider that you are suffering from the harmful effects of stress, it is your responsibility to raise this matter with your Manager or appropriate P&O Business Partner.

Absence due to stress

If you are absent due to stress, you should follow the sickness absence reporting procedure in the Sickness Absence Policy. In cases of prolonged or repeated absence the procedures set out in the Sickness Absence Policy and Capability Procedures may apply.

Support

When a manager identifies and/or is approached by you with regard to a concern over the harmful levels of stress at work, the Manager will initially contact your P&O Business Partner. The Manager



in conjunction with the P&O Business Partner will arrange to meet with you and develop a programme of assistance for you and/or refer you through to the Occupational Health Service.

Further meetings should be arranged to monitor your progress and the anticipated improvements which may arise from the changes/reasonable adjustments.

Further support for you and managers can be found at [go/wellbeinghubuk](https://go.wellbeinghubuk)

Medical Advice

Where you are unable to continue working as a result of the harmful effects of stress or begin to suffer intermittent sickness absence, long-term absence or from serious physical/behavioural effects, you must contact your own General Practitioner for advice.

Any action and/or support that the Company can provide must not be seen as an alternative to seeking professional medical help.

The Operational Manager or P&O Business Partner should, in addition to you contacting your General Practitioner, refer you through to the appointed Occupational Health Service.

The report created following the referral to Occupational Health will be sent to the Manager and P&O Business Partner who will review and act on the recommendations/reasonable adjustments.

Employee Assistance Programme (“EAP”)

As an alternative, or as a supplement to, the above provisions **you have access to the Employee Assistance Programme, Care First, established by the Company. The service is also available to your family.**

The EAP offers confidential and professional assistance with personal problems which could be the cause of your ill health.

This is a confidential service and the Company is not provided with any details about you or your cases, and you also have access to face to face counselling. The service help-line number is 0800 174 319.

Further details on the EAP programme can be found in the Total Reward section.



Monitoring

Individual Case Monitoring

Further Occupational Health meetings should be arranged to monitor the anticipated improvements which may arise from the changes/reasonable adjustments proposed at the first meeting or Occupational Health meeting. These meetings will be held within an agreed period commencing from when the changes are implemented.

Company Case Monitoring

The number of work related stress cases and the recommendations to alleviate harmful stress at work will be reviewed by P&O Services, Site HSE and Occupational Health with a view to taking action where adverse trends begin to appear or where specific areas require particular attention and support. Your confidentiality will be maintained at all times.

Review Responsibilities

You are required to comply as far as possible with the provisions of the policy.

Managers are required to keep within the spirit and intent of the policy as far as possible and in their own area. Any queries on the application or interpretation of this policy must be discussed with the P&O department prior to any action being taken.

5.3 Smoking at Work

Novartis complies with existing no smoking legislation.

The purpose of this policy is to state the Company's policy on smoking on Company premises.

The scope of this policy extends to smoking, use of tobacco products and the use of e-cigarettes and similar "vaping" devices within the perimeter boundary of any Novartis location, whether owned, leased or shared.

For any additional site specific perimeter boundary details please refer to your local Health, Safety and Environment team.

This Policy applies to all associates, both full and part-time, and to all outside contractors, agency workers, consultants, and other visitors to the Company's premises.

Company Vehicles

Consistent with the policy above, smoking, including the use of tobacco products, e-cigarettes and similar vaping devices is not permitted in Company vehicles, whether owned or leased, at any time.

Facilities for disposal of smoking refuse

Associates are responsible for the safe disposal of all smoking refuse outside of the perimeter of the Company's premises. This includes maintaining cleanliness outside the perimeter of the premises at all times.

Support for smoking cessation

The Company is committed to supporting associates with the cessation of smoking, including the use of tobacco products, e-cigarettes and similar vaping devices.

For further information on the support and guidance available, please contact your local HSE team.

Requirements

This policy is an integral part of the Novartis Site Rules. You are required to comply with this policy. Violation of this policy may be subject to disciplinary measures.

If you are unsure of the legislation please contact your local Health and Safety Adviser for details.

5.4 Substance Misuse

Novartis has a responsibility towards all associates to provide a safe and healthy working environment and recognises that this may be jeopardised by those who misuse alcohol, drugs or solvents within the working environment. **Novartis will, however, fully support any associate who is in need of assistance in these circumstances.**

The Company also aims to ensure that its business and commercial interests are not jeopardised as a

consequence of any such misuse. The Company will, therefore, take appropriate action to protect health, safety and welfare of all associates and the property and the efficiency and success of our business against substance misuse.

This policy provides appropriate arrangements, rules, procedures and guidance on substance misuse in the workplace and to maintain a satisfactory standard of work performance.

The Company recognises that drug, alcohol and substance misuse are growing social and medical problems, which can lead to accidents at work, reduced efficiency, poor decision making, offensive conduct and lost productivity. In order to address these issues the Company is committed to having procedures which:

- minimise drugs, alcohol and substance misuse related problems in the workplace, through promoting a sensible attitude to alcohol and an awareness of the risk of taking drugs
- enable associates experiencing difficulties to seek help relating to alcohol or drug use at an early stage.

Definitions

Substance misuse is divided into three main categories:

- alcohol dependence/excessive consumption
- taking or possession of illegal drugs, abusing prescription drugs
- solvent abuse (inhalation of glues or gases)

Substance dependency is a condition where an individual's consumption of alcohol/drugs/ solvents continually or repeatedly interferes with their health, attendance or work performance.

Substance intoxication is excessive consumption which may result in irresponsible behaviour, but which is not necessarily related to a physical or psychological dependence.

Pre-employment Screening

The Company may screen prospective associates (i.e. the applicant) at the pre-employment medical, both for drug and alcohol misuse. The applicant will

be advised if their pre-employment screening will include drug and alcohol testing. Refusal to take the tests will result in non-appointment. Equally, applicants testing positive will not be employed.

Associate obligations

You must take responsibility for your health and your actions. You are under an obligation to assess your alcohol and substance consumption and consider if this is excessive, or illegal, or too regular. If it is impacting your behaviour, performance, relationships, you must seek assistance. If you are on medication, you must be aware of the side-effects and follow instructions such as the avoidance of alcohol with medication.

If your behaviour and conduct at work or work-related events results in acts of misconduct such as negligence of duties, inappropriate, offensive comments, overtly under the influence, dishonesty, this will result in disciplinary action. If you are at a stage, after committing acts of misconduct, then seek to rely on alcohol or substance dependence or abuse as mitigation, this may not be accepted by the Company and may result in dismissal. You need to inform the Company before the misconduct. If you do so, the Company will give you full support and the benefit of treatment and rehabilitation. If your performance is being questioned, you must raise alcohol and substance issues to the Company at the early stages to gain the benefit of support.

Arrangements – Alcohol Control

Under normal circumstances, you are prohibited from consuming alcoholic drinks on the Company's premises. Breach of this rule may result in disciplinary action up to and including dismissal.

However, it is occasionally appropriate to provide alcohol at work, for example at controlled social gatherings or business events, but the Company will always offer a low alcohol or non-alcoholic alternative. On these occasions you are expected to behave in a safe and responsible manner and if you are a driver, you are advised to make alternative transport arrangements for your journey home. Alcohol may only be available on the Company's premises with prior approval from the responsible Novartis management team.

In addition, you must avoid the consumption of alcohol at lunchtimes or immediately before starting work if subsequently your job involves meeting customers and/or other business contacts or working on a plant. An exception to this rule only applies where you are being entertained by a customer or business contact, in which event, moderate consumption of alcohol is permitted.

If during the course of employment, there are reasonable grounds for believing that you may be under the influence of alcohol, drugs or other substances, then you will be required to undergo a formal assessment including, if appropriate, drug and alcohol testing.

You may be invited to work socials and business gathering outside of work hours, and at all times you must ensure you are not intoxicated and your conduct reflects well on the Company.

Illegal Drugs

The possession or taking of illegal drugs is a criminal offence and as such is viewed seriously by the Company. The possession, use, or sale of illegal drugs within the working environment is strictly prohibited. Breach of this rule is a disciplinary offence and may result in disciplinary action up to and including dismissal.

Solvents

The misuse of solvents on the premises is strictly prohibited. Breach of this rule is a disciplinary offence and may result in disciplinary action up to and including dismissal.

Medication

Many medicines, obtained with or without a prescription, can affect performance at work, therefore if you are in a safety critical post, you must inform your pharmacist or doctor what your job requires before taking any medication. You must inform your manager if you need to take any medication which may cause drowsiness, or impair reflexes or reaction times. If you are using a drug that could cause safety or significant performance problems, you may be required to take a leave of absence or comply with other appropriate action determined by the Company.

You must also be aware that prescription drugs should only be taken under the guidance and instruction of your general practitioner. If in doubt, you can seek advice from the Occupational Health department.

Attendance at work or work events under the influence of any substance including those above, which will impair performance or affect health and safety at work, is considered a disciplinary offence which may result in disciplinary action up to and including dismissal.

Identification

The Company will endeavour to recognise the early signs of substance misuse and a number of performance indicators will, therefore, be monitored. Where you begin to display one or more signs, your manager will invite you to discuss the issue. A combination of the following factors should alert managers that substance misuse may be a causal factor:

- lateness and absenteeism
- poor work performance, output and accuracy
- unreliability
- poor relations with colleagues and personality change
- impaired concentration, memory and judgment

- accidents
- physical signs such as smelling of alcohol, loss of appetite, unkempt appearance.

Substance dependency and substance intoxication are viewed quite separately by the Company. It is considered that dependency is a health or medical problem and the Company will endeavour to assist individuals but only if identified before acts of misconduct occur.

Record Keeping

Confidential records will be retained to demonstrate that the Company has taken all reasonable and practicable precautions to safeguard the health, safety and welfare of all individuals.

Where it has become necessary to discuss a substance misuse issue with an individual, written notes will be retained in the individual's personnel file, but the Company acknowledges it has an obligation to maintain medical confidentiality.

Where disciplinary action has been required, the records retained will be in accordance with the Company's Disciplinary Policy.



Assessment and Rehabilitation

Any employee who volunteers prior to disciplinary action that you may have a dependency will receive sympathetic and confidential support from the Company and the occupational health section. Where drug or alcohol dependency is diagnosed, then the employee will be required to participate in a formal rehabilitation programme and an abstinence regime as a condition of the employment to continue.

Where testing is carried out, this will be performed by a competent person.

Employees who are shown to have a dependency problem will be required to participate in a Company-approved treatment and rehabilitation programme, which will include re-testing as appropriate.

Failure to co-operate and/or comply with the requirements of the programme, will result in disciplinary action up to and including dismissal.

An employee will be granted, if necessary, time off to undergo treatment and such time off will be treated as sick leave, within the terms of the Sick Pay Scheme.

In circumstances where a shift worker has to be temporarily transferred to days, shift payments will normally be maintained for a limited period. This period will not exceed the equivalent of the employee's remaining sick pay entitlement, calculated at the time of the transfer.

On resumption of duties, following a period of treatment, the employee will normally return to the same job unless the Company decides that the existence of the alcohol or drug problem renders them unfit, unsuitable or unsafe to resume the same duties. Alternatively, the job may be inconsistent with long-term resolution of the employee's problem. Where it is decided that the same job cannot be resumed, every consideration will be given to finding suitable alternative employment, either short-term or permanently.

Having accepted help or treatment and resolved the alcohol or drug related problem, the

individual's normal promotional prospects will not be affected unreasonably.

Following return to employment after or during treatment, should work performance again suffer as a result of alcohol- or drug-related problems, each case will be considered on its merits but it is likely to result in dismissal.

Manager guidelines

- managers should be aware of the signs of drug or alcohol abuse, the effect on performance, attendance and health
- if you suspect there is a problem you should contact P&O immediately
- if an associate is under the influence you should seek to note the behaviours, investigate and remove the risk. You should consider contacting Occupational Health to see if testing is appropriate.

Misuse Testing/Screening

In certain areas of the business it may be necessary to test for substance misuse. The testing will be carried out by Occupational Health or a medical adviser.

Testing 'for cause' may arise in the following circumstances:

- where a person's behaviour, conduct or performance creates an immediate and obvious problem threatening the safety of themselves or others and there is reason to believe that alcohol or drug misuse is a contributory factor
- where there have been recorded behavioural, performance or conduct issues over a period of time in which management, after consultation with the Occupational Health adviser or medical adviser, considers that alcohol or drug misuse may be a contributory factor
- where, following an accident, incident or near miss, there is reason to believe that alcohol or drug misuse was a contributory factor.

If you refuse to submit to testing in accordance with this policy, then this may result in disciplinary action up to and including dismissal. In addition, a positive test following a "for cause" situation will result in disciplinary action up to and including

dismissal. A lesser disciplinary penalty, in addition to participation in a rehabilitation programme, may be applied as an alternative, depending on the merits of the case.

A test is positive if there is any trace of an illicit drug. In the case of the test for alcohol, if the level is found to be less than prescribed by the Road Traffic Act 1988, then no disciplinary action will be taken, unless there is clear evidence of inability to carry out your normal job. If the level detected is equal to or exceeds the limits set in the act, then the Disciplinary Procedure will be invoked. If legislation decrees a lowering of the standard for these limits, then this policy will be amended in line with the change.

Where testing is required, you will be asked to sign a consent form before testing.

Safe Working Practices

The following procedures must be complied with and you must:

- not bring illegal drugs onto the premises
- behave safely and responsibly at any on-site occasion where alcohol has been provided by the Company
- not report for work under the influence of substance misuse (alcohol, drugs or solvent inhalation)
- not to attend work related events under the influence or become intoxicated and at all times appropriately represent the Company
- request advice from your GP for possible side-effects of prescribed drugs e.g. drowsiness, impaired reflexes
- not drive if under the influence of a substance
- seek assistance if you believe you have or are developing a substance dependency problem
- be alert to substance misuse symptoms and offer support and advice to colleagues if you suspect that they have a problem.
- adhere to the obligations placed upon them under the Health and Safety at Work Act 1974, which requires all persons to take reasonable care of themselves and others who may be affected by your acts or omissions at work.

5.5 Safety

Novartis has Corporate and UK guidelines regarding safety. Within these guidelines there are several elements including:

Bomb Threats

In the event that the Company receives a threat indicating a device has been placed somewhere on site, the Novartis Emergency Management Team ("NEM") will take appropriate actions. The decisions made will be based upon assessing a number of factors in consultation with the police. If it is decided to evacuate, the procedures to follow are identical to those for fire.

If you receive a bomb threat:

- keep calm and listen to the caller, noting as much of the conversation as possible

During the call, try to determine the following:

- the exact location of the alleged device
- the time that it is expected to go off
- how it will be set off
- what type of bomb it is – explosive or fire bomb
- what does it look like – bag, briefcase, parcel, box etc.
- any other information – who is responsible, public phone, mobile phone, the time of the call

After finishing the call, do the following immediately:

- call Security or your site's nominated person
- advise them that a bomb threat has been received
- give them your name, location and extension number
- request that you give this information immediately to the NEM Team
- wait by your phone to be contacted by the NEM Team
- to avoid the risk of panic, do not talk to others about the call. The NEM Team will order an evacuation if required.

Whilst waiting, do the following:

- check the accuracy of your notes of the phone call
- add any additional information such as:
 - ✓ details of the caller e.g. male/female,

- ✓ estimate of age and any accent
- ✓ nature of voice e.g. loud, soft, rough, posh, high, deep, rude, calm, angry, drunk, nervous, stutter, fast, slow etc.
- ✓ any background noise(s) e.g. traffic, railway, airport, music, voices, machinery, silence, other noises etc.

Write everything down – do not rely on your memory later.

Fire and Emergency Control

We need to be vigilant and minimise the opportunity for fire, but in the unlikely event of it occurring take action to minimise its effect on people, property and the environment.

Each site has its own fire and emergency control procedure and it is important that time is spent understanding them.

Appointed fire marshals, or local equivalent, are responsible for helping the evacuation of individuals in the event of a fire or emergency. Fire marshals may have extra responsibility in certain environments such as manufacturing, where roles are designed to suit local fire risk assessment requirements. Fire marshals' names are usually displayed on Company notice boards, or can be obtained from the site security team, which will also explain the local arrangement for fire precautions.



The fire alarm is usually tested on a weekly basis and you will be advised of the days and times of when testing occurs. There will be a full evacuation each year to test the emergency response process, unless alternative local arrangements apply.

Risk Assessment

Risk assessments will be conducted within the requirements of the Health and Safety legislation through your local Health and Safety Adviser.

Display Screen Equipment

The DSE guidelines cover any alphanumeric or graphic display screen and require users to be assessed and made aware of potential hazards and how to minimise them.

Potential hazards include posture, fatigue and visual problems. Controls needed include:

- ensuring that the workstation and ancillary equipment is suitable and adjusted to suit you
- suitable lighting is in place and glare minimised
- allowing you to manage a workload that allows periodic interruption of onscreen activity at hourly intervals
- provision of information, training you and encouraging you to report issues and defects.

Further information on the Corporate and UK safety guidelines can be obtained from your local Health and Safety Adviser or refer to One Novartis Services.

Manual Handling

Manual handling activities are those activities that require a person to push, pull, steady, carry or move an object or load. The majority of activities can be suitably managed by common sense, awareness of potential injuries and following some basic guidelines on lifting properly. If you are required to carry potentially hazardous manual handling you must receive appropriate information and training to understand the hazards and how to manage the activity safely and without risk of injury.

Further information on the Corporate and UK safety guidelines can be obtained from your Health and Safety Adviser ("HSA") or your local intranet site if you have one.

Housekeeping and Clear Desks

Good housekeeping is essential to eliminate the risks of fire and accidents, in particular:

- aisles, passageways and work spaces must be unobstructed at all times
- floors must be kept clean and clear of materials
- desks and work benches must be kept clean and tidy and all tools, parts and documentation put away when finished with
- litter should be placed in bins
- smoking is not permitted within any part of premises
- floors should be kept free from spills - if you discover a spill, you must ensure that it is cleaned up, and report the spill as appropriate to Facilities.

Accidents

Unless local procedures apply, details of **all accidents that occur at work, however minor, must be reported**. This book is held by the HSA who will, on receipt of the information, record the details in line with Company policy. If you are in the Field Force, you should report all accidents to your local Health and Safety Adviser.

First Aid

Certain associates have been trained to administer first aid and their details can usually be found on Company notice boards or can be obtained from the site security team. Trained associates are instructed only to give such aid as is necessary to sustain life until qualified medical aid is available.

In the event of an illness or accident, the Company will endeavour to assist in all respects but cannot accept liability for action sincerely taken in such instances in order to assist you.

The Company repudiates any liability for medicines (e.g. aspirin) consumed on the premises and any medicines are taken at your own risk.



6.0 Your Employment

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This section of the Handbook refers to particular policies relating to your employment life cycle. The life cycle includes pre-, during and post-employment.

6.1 Pre-employment Security Screening

All appointments are subject to suitable references, satisfactory completion and vetting of the Employment Information Form, proof of eligibility to work in the UK and production of documentation requested.

The subsequent discovery that an applicant or associate has provided false or misleading information may lead to the withdrawal of the offer or, if so established after employment has commenced, disciplinary action up to and including dismissal.

Attempting to gain employment by deception could give rise to a civil or criminal liability. The Company reserves the right to vary or withdraw the provisions of this policy at any time.

Conflict of Interest

Novartis is committed to conducting business in a manner that ensures associates' business judgement and decision-making is not influenced by undue personal interests. Making judgments, taking decisions, or pursuing actions when facing a conflict of interest may make it difficult to perform work for Novartis objectively and effectively and may have legal and regulatory consequences.

Novartis defines conflicts of interest broadly: actual conflicts of interest (i.e. the associate faces a real, existing conflict); potential conflicts of interest (i.e. the associate is in or could be in a situation that may result in a conflict); and perceived conflicts of interest (i.e. the associate is in or could be in a situation that may appear to be a conflict, even if this is not the case).

Common examples of conflict of interest situations include (but not limited to):

- personal workplace relationships (e.g., hiring or

- supervising a closely related person);
- external mandates (e.g., serving on the board of directors or scientific advisory board of a Novartis competitor);
- outside employment (e.g., having a second job including one with a Novartis customer, supplier, or competitor);
- promoting personal financial interests (e.g., owning a substantial share of a Novartis supplier while in a position to steer Novartis business towards it); and
- receiving fees, commissions, discounts, gifts, entertainment, or services (e.g., receiving cash from a Novartis business partner).

You are expected to recognise when you have, potentially have, or could be perceived as having, a conflict of interest. You should consult your manager if in doubt about what circumstances might create a conflict of interest. All disclosures (actual, potential or perceived) must be reported in the Conflicts of Interest disclosure tool (go/coi).

Further details on this Policy can be found in the Conflicts of Interest disclosure tool, on the Vault or from the Ethics, Risk and Compliance team.

6.2 Outside Employment Directorships, Secondary Employment and Private Trading

To mitigate any risks of a conflict of interest, the Company must give written permission before you accept any offer of secondary employment, or engage in any consultancy or advisory work or actively engage in other business activities. The same applies where you are offered a directorship or fees of any kind in relation to activities outside the Company. Permission may be granted if the proposed role is unlikely to present a real or potential conflict of any kind with the interests of the Company

Remote working is recognised as a proactive approach to allowing employees greater flexibility.

or interfere with your duties generally. Any fees received must be declared to the Company.

The Company reserves the right to vary or withdraw these provisions at any time.

No private trading is allowed on the Company premises. Activity of this kind could lead to disciplinary action up to and including dismissal.

6.3 Employment of Relatives Policy

Your relatives may be employed by the Company but must not work with you where a conflict of interest might arise.

Examples of conflicts of interest would be:

- relatives would be in a supervisory, subordinate or control relationship with each other (e.g. one has influence over the other's conditions of employment)
- one relative would be involved in the hiring decision concerning the other (e.g. external/internal hiring and/or internal transfers)
- the situation has the potential to affect business judgments or to compromise the confidentiality of business information
- the relationship of relatives could affect your independence and it could create an adverse impact on work performance and/or associates morale and/or
- where the relationship creates any other actual, perceived or potential conflict of interest in general.

You may refer a personal contact as a potential hire through the Company's Employee Referral Scheme. **It is your responsibility or the relative themselves to disclose any pre-existing relationships during the hiring process.** Failure to do so may be considered a disciplinary offence.

You may not contract any relative, friend or ex-colleague as a third party or a temporary employee without prior approval of the relevant senior management team member, the P&O Head and General Manager or site head.

All negotiations on prices for goods or services with external third parties who fall into the above categories must involve Procurement. Failure to comply may be considered a disciplinary offence.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

6.4 Remote Working Policy

Remote working is recognised as a proactive approach to allowing employees greater flexibility in managing work commitments whilst at the same time enabling the Company to achieve its objectives.

This policy refers to a variety of remote working possibilities, including those who work from remote locations on a permanent, regular or occasional basis.

Responsibility

You are required to comply with the Company's policies and procedures whether working remotely, within the field or from your office base, and have a duty of care to read this policy and any referred policies in full. Where appropriate, local guidelines should be considered in conjunction with this policy.

If you usually work from the office and wish to work from home for a specific period and due to a specific reason, you need to inform your manager. You are responsible for ensuring that working hours and deliverables are met whilst ensuring that time is adjusted accordingly and ensuring that the working environment is conducive to the work that needs to be done.

You have a duty of care to look after Company-owned equipment and to report any problems or risks in the usual way.

The legal responsibility for ensuring health and safety at work is ultimately that of the Company, although in practice many responsibilities are delegated to certain associates within the Company.

Provision of Equipment to Support Your Role

You may be expected to work from different locations



and will usually be provided with a laptop. **Equipment requirements are dependent upon the role at a local level** and local guidelines may exist. You should refer to the IT department for further details.

Practical Considerations

Communication

The manager is responsible for ensuring that you are communicated with in conjunction with the other members of the team. Likewise, you are responsible for communicating with the manager fully and in the same way as you would do when you are in the office.

Confidentiality and Security

It is your responsibility to adhere to the Company Clear Desk Principles. You are expected to look after Company information and information assets in a responsible, safe and secure manner. The use of your Company IT equipment (laptop, PC, mobile phone, iPad, etc.) by non-Novartis associates is strictly prohibited.

Confidential or sensitive paper documents must be shredded or returned to the Company in a secure manner for disposal. Business conversations must remain confidential at all times.

The loss or theft of Company information or information assets must be reported immediately to your manager and the police. The loss or theft of any Company IT equipment must also be reported to the IT service desk.

Consumables

You must ensure that you have sufficient consumables such as headed paper for the work to be completed remotely. Any consumables which are removed from Company offices must only be for Company business use. Requirements for large quantities should be discussed with the manager in order to obtain approval and agree a method of delivery.

Costs

There are no allowances or cost reimbursement for bills etc.

Equipment and Furniture

The manager is responsible for arranging IT equipment in accordance with local IT procedures and you are responsible for ensuring that you use appropriate furniture whilst working remotely.

Meetings and Training

You must be available for any meetings or training required for the performance of your role.

Client or business meetings must always take place using a Company approved virtual platform, in the office or at an appropriate venue. Under no circumstances are arrangements to be made for meetings to take place at your home.

Sickness Absence

You must comply with the Company's Sickness Absence Policy if you become unwell whilst working remotely.

Health and Safety

Remote working is considered low risk due to the "office" type activities being undertaken. However Up4Growth offers training on procedures for specific

work activities, detailing the overall principles of hazard identification and risk assessment.

Risk assessments give you the opportunity to minimise the risk of accidents. Remote workers need to be encouraged to have organised workplaces and minimise the build-up of clutter that could become a trip or fire hazard. If you are working remotely, you also need to be made aware of the importance of managing your hours of working along with the workplace and workload.

Risk assessments need to be reviewed if there is reason to believe you are no longer valid. This could be due to a number of factors such as change of equipment, work activity or home location. An incident or accident may also highlight the need for review. Your manager can proactively carry out a review as a part of the overall review of the work activity including the controls in place to ensure you are continuing to satisfy HSE compliance requirements.

The Novartis HSE Policy and Procedures are applicable to all employees whether on or offsite, including working from home.

Display Screen Equipment (DSE)

If you are working remotely, it is highly likely that you will be using Display Screen Equipment ("DSE"). This includes the actual IT equipment and any related peripherals. The DSE assessment forms will cover the bulk of assessment requirements for remote workers and will assist in ensuring suitable controls are in place. IT equipment also includes portable electrical equipment but, as the Company is only responsible for the equipment it supplies, it is for you to ensure suitable management of your domestic electrical supply system and sockets.

Electrical Equipment

Portable electrical equipment requires periodic checking to ensure that the electrical integrity has not been damaged and could be a potential cause of injury to personnel or become an ignition source. If you are working remotely, you need to understand that electrical equipment and services can be hazardous in the home and that you need to adopt the same high standards as required within the workplace environment, reporting any potential hazards to the IT department in a timely manner.

In the unlikely event that, while you are working remotely, you are required to use work equipment other than DSE, the supporting Novartis HSE procedures are to be used to support compliance with requirements.

Where you work remotely, you are reminded that your role is not to repair equipment and refer any disposal requirements to the Real Estate and Facility Services ("REFS") team (e.g. old toner cartridges or other waste that could adversely impact on the environment). Any work, maintenance or repairs should be conducted by a suitably qualified expert.

Manual Handling

If manual handling is assessed as hazardous it needs to be avoided if at all possible. However, if unavoidable, this would need to be managed to minimise risks to the handler.

Accidents and Incidents

Fire precautions and first aid provision also need to be considered and whilst minimal, still need to be managed. Where you are working remotely, you need to be aware that any incidents or accidents need to be reported as in the workplace.

Whilst working remotely, you need to be aware of the importance of seeking further advice if issues occur or if you have any concerns, and further, that you have a duty of care to not to put yourself or others at risk. Further information can be found on the intranet.

Use of Personal or Non-Company Issued Hardware or Software

You must not use your own personal PC or software whilst working on Company business without the prior approval of the Information Security Officer. It is unlikely that the Company will be able to support hardware or software which has been purchased independently.

This excludes the company's Bring Your Own Mobile ("BYOM") policy.

Changes in Role or Circumstances

The location is related to your role and if you are changing roles, the terms and location may need to change in accordance with the business need.

When you leave the Company, you must ensure that you liaise with your manager and IT in order to return all Company equipment and information in full. It is the manager's responsibility to ensure that all equipment is returned in full. You should refer to the Security at Work Policy for further information.

6.5 Retirement Policy

The Company does not operate a compulsory retirement age and you may voluntarily retire at a time of your choosing.

This policy sets out the Company's retirement policy and details the procedure to be followed when you decide that you wish to retire.



We're committed to achieving a working environment which provides equality of opportunity.

The Company is committed to achieving a working environment which provides equality of opportunity and to encourage full contribution from its diverse community, including benefiting from the skills, knowledge and experience of its older workers. In order to facilitate this, the Company operates a flexible retirement policy.

If you are considering retirement, you should refer to the relevant sections in your respective Pension Plan Handbook.

Discussion Meetings

At any time, you are free to initiate discussions about retirement plans with your manager. When you reach a decision to retire, you should notify the Company, using the procedure set out below.

Retirement Procedure

When you decide that you wish to retire, you should inform your manager of this decision in writing. It would be appreciated if you could give as much notice of retirement as possible in order to arrange an orderly handover of work. In any event, you must comply with the notice period set down in your contract of employment.

On receipt of your notice to retire, the Company will send you a written acknowledgement.

The Company will then meet with you to discuss the arrangements for retirement in more detail, including the intended retirement date, updates on work in progress, pension details and arrangements for handing over work. The Company will also consider temporary flexible working requests, in accordance with the Company's Flexible Working Policy, that you may wish to request for the remaining period of employment up to your retirement date.

Retirement Support Programme

A retirement support programme (consisting of 1:1 coaching, retirement planning workshops and online resources) can be arranged before retirement (or shortly afterwards), and is designed

to prepare you for retirement. You should contact your local P&O department in order to arrange this.

The retirement programme is run by career transition specialists and is voluntary. The Company does not accept any liability for advice provided by a third party provider.

Drawing a Pension and Continuing Working

You will be allowed to draw your Novartis Pension (in accordance with the Plan Rules at the time) and continue to work for the Company.

Having withdrawn your Novartis pension you will be entitled to join the current scheme in operation at that time, for example at the present time, this is the Novartis Pension Plan.

If you wish to transfer part or all of your pension benefits away from Novartis' pension provider, you will need to exit from the scheme in order to do so. Actively contributing members cannot make transfers out.

Re-engagement after Retirement

At Novartis, we value the commitment and skills of our associates, especially if you have been with us for a long time, contributing your knowhow and experiences to our company. In order not to lose this expertise and established networks due to retirement, we welcome retiring associates to register with our temporary staffing agency for potential future temporary assignments based on business needs and the interest of individual retirees.

6.6 Re-employment Policy

This policy provides for the re-employment whether as a full-time, part-time associate or third party contractor of ex-associates.

- associates who leave due to compulsory or voluntary redundancy
- associates who leave due to resignation and who wish to return
- associates who retire early.

Policy Details

For each of the above categories the following guidelines shall apply:

Associates who are made redundant or who accept voluntary redundancy may not be re-employed for a period of at least 6 months from the date upon which you are removed from payroll.

Associates who fall into this category also may not be contracted as a third party consultant or through an agency for a period of at least 6 months to conduct any work in the same area or similar to that which you undertook prior to becoming redundant. In the event that business conditions improve, associates previously made compulsorily redundant may be re-hired after a period of 6 months.

Associates who resign and who wish to return may do so providing they meet the criteria for the role.

Associates who retire early and who take an immediate pension with a tax-free lump sum payment will be allowed to draw their Novartis pension (in accordance with the scheme rules) and continue to work for the Company.

Associates who are dismissed from the Company for reasons of conduct or performance will not normally be re-employed under any circumstances.

Third party providers should be made aware that we do not wish to re-employ ex-associates who have been dismissed or with whom we have negotiated a separation.

6.7 References

The Company will take up employment references as part of the pre-employment screening when hiring associates and will also provide references during your employment where evidence of employment is required, e.g. for bank references and mortgage/tenant references. Requests for references during employment should be directed to P&O Services who will provide a standard written reference.

The Company will also provide post-employment references for ex-associates who have left the Company. Requests for these references should be directed to P&O Services who will provide a standard written reference. **Managers must not respond directly to phone calls asking for a verbal reference for an associate or ex-associate** and in these situations the caller will be asked to put the reference request in writing and send it to P&O Services.



The Company will try wherever possible to find a flexible way of working that best suits associates and the business.

You must provide your written consent to P&O to provide a reference to a third party. The standard written reference provides factual information only.

Open “To Whom It May Concern” references will not be provided under any circumstances.

You may request a personal reference from a manager. **A manager may give a personal reference provided that it does not identify the Company in any way and does not refer to your work ethic.** Under no circumstances should the personal reference be on Company letterhead nor should any correspondence with the reference seeker be directed to or through the Company.

The Company reserves the right to vary or withdraw these provisions at any time.

6.8 Formal Flexible Working Arrangements

Novartis is committed to providing a working environment that drives inclusion and demonstrates flexibility in working practices to ensure we can attract and retain a broad spectrum of skills and expertise.

This policy provides eligible associates with the opportunity to request a flexible working pattern. Your rights and responsibilities are set out within this policy.

You can make a request for flexible working in order to request a change in your hours and/or the times that you are required to work and/or your work location. You must complete a Flexible Working Request form found on the One Novartis Services intranet site and send the completed form to your manager. You should be prepared to expand on the content of your application.

If the request is accepted then a meeting is not required and a variation to contractual terms will be issued specifying the change that is agreed to and the effective date of such a change.

The Company will try wherever possible to find a flexible way of working that best suits associates and the business.

While each request will be reviewed on a case-by-case basis, there are some general principles:

- to always support flexible working where it improves business performance, encourages team members to stay with the Company and helps create a better work/life balance
- flexible working options are part of our duty of care to make reasonable adjustments for associates with a disability, health condition or caring responsibilities
- every associate, and all roles, will be considered for flexible working - unless there is a clear reason for not doing so due to the nature of the operational practices
- **our commitment is to give equal consideration to all flexible working requests.**

Responsibility

The initial responsibility is with you to prepare a carefully considered and reasoned application setting out the grounds on which you believe the request should be granted, well in advance of when you would like the desired work pattern to take effect.

Your manager is responsible for reviewing the flexible working request in line with policy and ensuring that the request is appropriately considered. Your manager may refuse a request where there are recognised business reasons for doing so but only after a Flexible Working meeting has been held to discuss the request with you.

Eligibility

Only qualifying associates can request a variation to contract and to qualify, you have to meet the following criteria:

- be an associate and have been employed continuously for 26 weeks on the date on which the application for a contract variation is made
- not have made a previous application to work flexibly during the past 12 months.

Timing of Request

The request should be made as far in advance of the required change as possible in order for any application to give full consideration to both you and operational needs.

Timescales

Once you have triggered the procedure, the Company will have 3 months within which to consider the request, discuss it and notify you of the outcome.

Extension of Time Limits

If in exceptional circumstances the time limits cannot be adhered to, you and the Company will agree on an extension timeframe. Where there is a requirement to extend time limits, this will need to be confirmed in writing with such confirmation specifying the date on which the extension will end.

Flexible Working Meeting

If your manager has further questions relating to the application, a meeting to discuss this should be held. The time and place of the meeting must be convenient to both you and your manager and you have the right to be accompanied at the meeting, if so desired. A P&O representative should also be present.

The purpose of the meeting is to discuss the desired work pattern with you. If the requested working pattern cannot be accommodated, the meeting shall provide an opportunity to examine whether an alternative working arrangement may be appropriate.

If the request for flexible working is accepted then a meeting is not required.

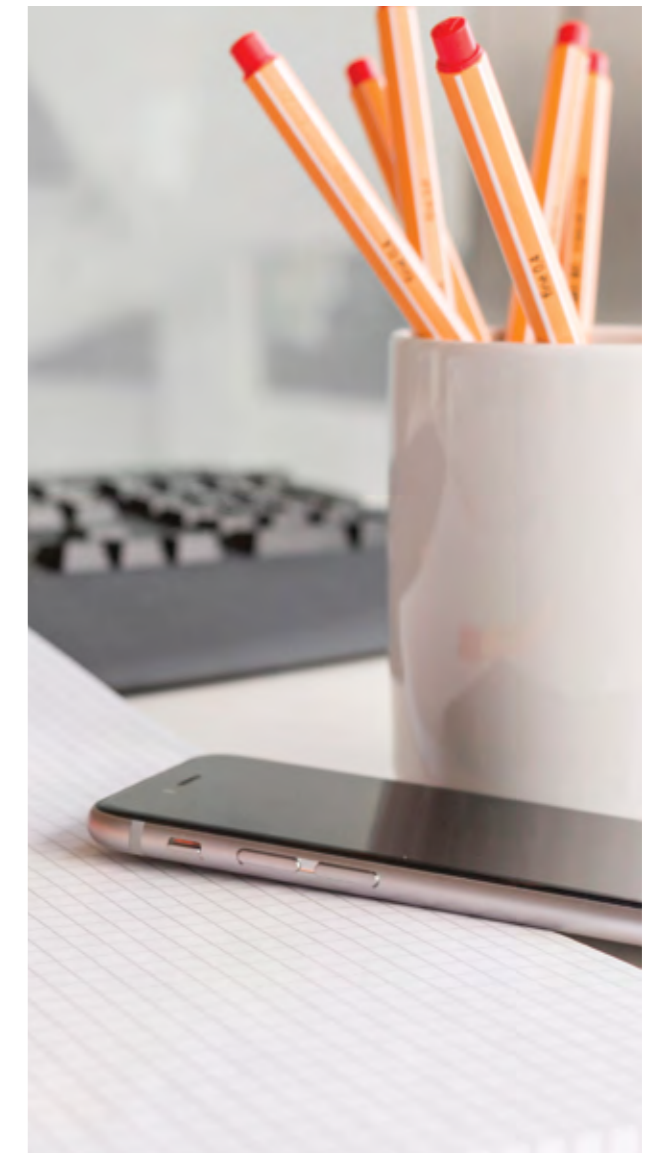
Right to be Accompanied

You have the statutory right to be accompanied, either by a fellow associate or by your trade union representative, to any meeting held under the flexible working procedure, including appeal meetings.

You may choose not to be accompanied at the flexible working meeting. If the companion is not available for the meeting, the Company must postpone the meeting and reschedule it to take place within 7 days of the original meeting.

Confirmation of the Decision

Where a meeting has been held, a decision must be given to you within 3 months after the initial request. The decision must be in writing and, if there is a refusal, the notification must state the grounds for such refusal, give sufficient explanation of why those grounds apply and detail the appeal procedure. If the decision is to agree to a change, this must be in writing and state the date of the change and the type of change that has been agreed.



Possible Outcomes

- **Changes to Contractual Terms and Conditions of Employment**

Where an application for flexible working is agreed, you will receive written confirmation and details regarding any changes to terms and conditions of employment.

- **Refused Application**

An application can be refused where there is an appropriate and detailed business reason.

- **Trial Period**

Requests for flexible working will normally be agreed on a trial basis for a period of 6 months after which, if the working pattern is successful, the change will be confirmed in writing as a permanent contractual change.

Grounds for Refusal

The Company may refuse the application where it considers that one or more of the following grounds applies:

- unreasonable burden of additional costs
- detrimental effect on ability to meet customer demands
- inability to reorganise work amongst existing associates/disproportionate impact on other team members
- inability to recruit additional staff
- detrimental impact on quality, of services or products

- detrimental impact on performance
- insufficiency of work during the periods you propose to work
- planned structural changes.

The Company will explore any potential alternative solutions should you be necessary.

Review Meeting

During the trial period a review meeting will be held. The purpose of the review meeting is to establish the following:

- the effective management of working time to ensure departmental objectives are achieved
- to ensure clear communication with affected colleagues, particularly in cases of problems requiring urgent action when you is unavailable
- to ensure that there are no delays in your ability to meet deadlines due to a reduction in working hours
- ensuring adequate service to the team and that any current issues are handed over to appropriate colleagues.

The review meetings will be agreed with you and notes will be taken.

Retention of Records

Records relating to request for flexible working and agreements made will be filed securely

Appeals

Right of Appeal

You have the right of appeal at the end of the flexible working meeting and this is reiterated in writing following the meeting. You may choose to appeal because:

- you think the outcome is unfair or
- you think the Flexible Working Procedure was applied incorrectly.

If you wish to appeal, you must inform the Company in writing (details of whom this should be addressed to will be provided in writing following the flexible working meeting). Usually appeals should be addressed to a member of management immediately senior to the manager who has taken the decision. Any request for an appeal must be made within 3 months of the initial request. A copy of this letter should also be sent to the P&O representative present at the original meeting.

The Appeal Process

The appeal notice must be in writing, setting out grounds for the appeal.

A meeting with you will be held following receipt of the appeal letter, at a time or place convenient to both you and the Company.

A senior manager will chair the meeting, with a P&O representative present to advise on all aspects of procedure and practice. The senior manager should not previously have been directly involved with the original decision. You have the right to be accompanied at the meeting.

A meeting is not required where the Company upholds the appeal on consideration of the written appeal alone. In this case you will be notified in writing detailing the change to your contractual terms and conditions of employment and the effective date.

Following the appeal meeting, the person who held this meeting must give you written notice of the decision. If the appeal is rejected, the Company must write to you, giving the grounds for the decision and sufficient reasons as to why the grounds apply.

Withdrawal of Applications

The Company may treat an application for flexible working as withdrawn where you have:

- indicated that you are withdrawing the application
- failed to attend a meeting to discuss the application more than once and without reasonable cause
- unreasonably refused to supply the Company with the information needed to assess whether the contract variation should be agreed to.

Other than where you have indicated that you are withdrawing the application, the Company should provide written notice of withdrawal.

The Company reserves the right to vary or withdraw the provisions of this policy at any time.

6.9 Home Working Policy

Home Working Definition

Home working is where your contractual place of work is your home. Home working can be a temporary or regular arrangement, for example:

- **Contractual home working:** your working arrangements are varied either permanently or for a fixed period so that you work from home for 100% of your contracted working hours. In these circumstances associates have no dedicated desk and no dedicated storage place in any Company building. Your contract of employment recognises your home as your place of work.
- **Part-time home working:** your working arrangements are varied either permanently or for a fixed period so that you work from home for up to 60% of your contracted working hours and the remainder of your week working at Novartis premises or in the field e.g. a flexible working agreement where it is agreed for an associate to work from home on a fixed day each week. In these cases the contractual place of work will remain as the office or in the field.



- **Occasional or ad hoc home working:** In line with *Choice with Responsibility*, where eligible, you have the option to work from your home or remotely. In these cases the contractual place of work will not change and you should refer to the Remote Working Policy. Please see the intranet for more information on Choice with Responsibility.

General Principles

You can make a formal request for home working (see the “Applying for Home Working” section below). You are entitled to apply for combinations of flexible working options (for more information see the Formal Flexible Working Policy).

The Company will treat you equitably, whether you are home, office or field based.

The Company encourages and supports home working where it meets business needs and all requests will be considered on its merits. However, the Company will determine which roles are suitable for home working and for some roles the contractual place of work will automatically be your home.

Your manager, in consultation with P&O, will consider the appropriateness of home working and will implement it where there are demonstrable benefits to both you and the Company.

Your manager will regularly monitor and review home working arrangements in order to ensure your continued effectiveness. To this end, regular contact must be maintained between you and your manager.

It is your responsibility to inform your manager and P&O Services if your home working base changes (for example if you move house).

If you work from home must ensure that you have a suitable environment in which you can work. You must ensure that you can work free from disruption, including by having adequate care arrangements in place for dependants who may be at home during working hours.

Working from home should not be looked upon as

a way to care for dependants; if dependants are at home during work hours you must ensure that you have made adequate arrangements for your care so as not to disrupt your working obligations.

Applying for Home Working

In line with flexible working legislation and the Company Flexible Working Policy associates can request home working, however, associates do not have an automatic right to work from home.

Associates who wish to apply for home working must do so in line with the Company’s Formal Flexible Working Policy.

It may assist applications for home working if associates first discuss your proposals with your manager informally. This may help to identify potential problems with the application, such as a need to be in the office on occasions you had not considered.

Selection Criteria

The decision whether or not to grant a request for home working will depend on your individual circumstances. In determining whether to grant a request for home working the following may be taken into account:

- the suitability of the job and whether the work is capable of being undertaken at home;
- the impact on the level of service, efficiency and effectiveness;
- whether costs incurred are reasonable;
- your need for more flexible working arrangements;
- the suitability of the home environment in terms of resources and health and safety;
- your ability to cope with reduced social contact and working without close supervision;
- whether arrangements can be put in place for effective communication between you and the Company; and
- whether there are adequate care arrangements in place for dependants that may be at home during your working hours.

In considering an application, the Company may invite you to a meeting to discuss your proposals and may also ask you to agree to a home visit by the Company.



You will be required to sign a change to terms letter before being allowed to work from home.

Approved home working arrangements may be subject to a trial period. The trial period will allow your manager and you to assess how the arrangement is working. At the end of the trial period either the Company or you may suggest changes to make it more effective or, if the arrangement proves unsuitable, it may be withdrawn. The Company may also extend the trial period where necessary.

The Company reserves the right to review and vary existing home working arrangements at any time where it has reasonable grounds for doing so.

If a request for home working is refused, the Company will give you written reasons for the refusal. If you are not happy with the decision you may appeal by using the Company’s Formal Flexible Working Policy or Grievance Policy.

Reverting back

Unless it is expressly agreed otherwise, the home working arrangement will be a permanent one and

you will have no automatic right to revert back to being office based.

If circumstances change, the Company will not unreasonably refuse a request to amend or withdraw the home working arrangement in place. However, there may be times when it is not reasonably practicable to grant such a request.

The Company reserves the right to withdraw the home working arrangement and require you to revert to being office based where it has reasonable grounds for doing so. Such times may be, but are not limited to, when:

- your performance suffers and falls below the standards expected
- the quality of service to internal and/or external customers is adversely affected
- the arrangement is having a detrimental impact on the ability of the organisation to fulfil its objectives.

The Company will consult you before withdrawing the home working arrangement and give reasonable notice.

Home working may be withdrawn without notice where you do not comply with the policy or conduct yourself in a way that is below the expectations of the Company. Under such circumstances, you may also face disciplinary action under the Company's disciplinary policy.

Equipment and Connectivity

The Company will provide any equipment it considers you reasonably require to work from home, which may include the following:

- IT equipment such as a PC, laptop, printer;
- a mobile phone;
- consumables such as printer paper, ink and stationary.

All equipment provided will remain the property of the Company.

The Company will not usually provide office furniture unless on medical grounds and following a review with Occupational Health.

The Company will bear the cost of installing, maintaining, repairing or replacing the equipment. The Company will require you to give entry to your home for the purposes of maintaining and servicing the equipment.

You must take reasonable care of Company equipment and only use it in accordance with any operating instructions and the Company's policies and procedures.

Equipment supplied by the Company is not for personal use. The equipment should be used exclusively for Company business and it must not be used by anyone other than you.

You are required to return any equipment supplied by the Company when requested to do so and must make it available for collection by the Company or on the Company's behalf.

Use of personal equipment for work purposes is permitted provided that it satisfies the necessary Health and Safety and technical requirements and does not breach Company confidentiality. The

Company will not be responsible for maintaining your own equipment and will not be responsible for any loss or damage to personal equipment used by you when working for the Company.

The Company is not responsible for associated costs of home working, including the costs of heating, lighting or electricity.

Health and Safety

When working from home, you have the same health and safety duties as office based associates. You must ensure that you take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions.

Prior to you starting home working, you must consent to the Company undertaking a risk assessment for health and safety purposes. This may be carried out by you and signed by your manager, depending on the circumstances including the nature of the work. Any remedial work or measures required must be completed prior to you starting to work from home wherever possible.

The risk assessment should be reviewed on an annual basis. You also have an obligation to notify the Company immediately of any changes which may affect health and safety. If you move house you must ensure a further risk assessment is completed.

Where you are a home working associate, you are responsible for day-to-day health and safety issues and for reporting any concerns to your manager. You must take reasonable care to ensure that you work in a safe working environment.

If a work-related accident or injury occurs while working at home, you must notify your manager and Health & Safety representative without delay and cooperate in any subsequent investigation.

Failure to comply with the health and safety provisions may result in the withdrawal of the home working arrangement and disciplinary action.

Insurance and Other Financial Concerns

Equipment supplied to home working associates is covered by the Company's insurance policy. You must take reasonable care to ensure that all equipment owned by the Company is kept secure. You will be held responsible for the loss or damage to any supplied equipment when caused by failure to take adequate precautions to ensure its safety.

If you are working from home, you are covered by the Company's Employer's Liability policy in respect of injury arising out of and in the course of employment at home.

It is your responsibility to provide adequate home buildings and contents insurance. The Company will not accept liability for damage caused to the home or its contents. Home working arrangements may affect the home and contents insurance policies of the householder. Before commencing home working, you are required to contact your own insurance company to advise that you will be working at home on a regular basis.

Some mortgage and rental agreements do not allow for the home premises to be used for work purposes. It is your responsibility to inform your landlord or mortgage provider and to obtain permission where necessary. You should also check with your local council as to whether business rates are payable in respect of any part of your home used for business purposes.

The Company will not accept any responsibility if you suffer any detriment, loss or legal action as a result of not obtaining the necessary permissions from your insurer, mortgage lender, landlord etc.

The Company is not responsible for associated costs of home working, including the costs of home and contents insurance and changes to mortgage and rental agreements.

Confidentiality and Security

You must comply with the Novartis Global Data Privacy Policy and other relevant policies and standards.

You are responsible for ensuring the confidentiality and security of the Company property and all Company information within your possession including files, documents and passwords.

Data security is a particular concern for home working associates. You must ensure that all information stored, accessed or held on a computer is secure and cannot be accessed by other parties. You must not take any action which might prejudice the security of such information.

It is the responsibility of your manager to determine whether you are able to retain the security and confidentiality of information within the home. Managers must be satisfied that all reasonable precautions are taken to maintain confidentiality of material in accordance with the requirements of the Company.

If an associate discovers or suspects that there has been an incident involving the security of information relating to the Company, clients, customers or anyone working with or for the Company, you must report it immediately to your manager.

Failure to keep information secure is a serious matter and will be dealt with under the Company's disciplinary procedure.

Hours of work

If you are a home worker, you must ensure that appropriate breaks are taken and you do not exceed the maximum weekly limit on working time in accordance with the Working Time Regulations, unless you have agreed to opt out.

Your requests to change your hours of work will be treated in the same way as requests from office based associates and must be agreed by your manager.

Annual and Sick leave

Requests for annual leave must be sent to and agreed by the manager following the normal procedure.

If you are working from home, you will be subject to the normal sickness absence procedures.

Expenses

Expenses paid for by the Company including travel expenses will be paid according to the Travel and Expenses policy.

Further reasonable expenses incurred by you may be reimbursed at the Company's discretion, to be decided on a case by case basis.

6.10 Holiday Pay for Overtime

This section provides details of the circumstances in which overtime payments will be included in holiday pay and provides the opportunity for you, if eligible, to be compensated for the first 20 days of holiday (pro-rata) based on the overtime worked.

Eligibility

- This is limited to Novartis associates and excludes self-employed contractors/consultants
- For Leavers, payment will be made as part of final leaving pay.

Eligibility will be based on the definition of "regular" overtime which in this context is:

- the aggregate number of months for which overtime has been worked and paid is a minimum of 7 months out of 12 during the year or
- the aggregate number of months for which overtime has been worked and paid is a minimum of 6 months, containing at least one consecutive period of 3 months or more.

For the avoidance of doubt, both non-guaranteed and voluntary overtime is included in the eligibility requirements for the calculation of holiday pay.

For those on maternity/adoption leave, earlier months when at work will be considered as part of the eligibility process.

For any absence from work due to sickness that may impact eligibility please contact your Payroll Department to request a review.

Purpose

The purpose of including Overtime in holiday pay calculation is to compensate associates where holiday is taken and regular Overtime is worked.

Calculation:

Calculation determined using same rules as holiday pay:

Total Value of Overtime Earned / 260 days *20 days holiday.

For those on Maternity/Adoption leave, payment will also be made at the end of the year and will be based on earlier months when at work to ensure a fair average has been used.

For any absence from work due to sickness that

may impact calculation please contact your Payroll Department to request a review.

The above calculations are only applicable for holiday pay for the first 20 days holiday in any holiday year.

Process for Payment

This will be an annual payment made at the end of each year based on eligibility criteria. It will be subject to deductions for tax and national insurance as is normally the case for holiday payments.

This policy is non-contractual and the Company reserves the right to withdraw and/or amend it at its sole discretion at any time and without notice.



The foundations of our employee relations practices are fairness, consistency and transparency.



7.0 Employee Relations

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Employee relations may be defined as those policies and practices which are concerned with the management and regulation of relationships between the organisation, you and groups of associates within the working environment.

The foundations of our employee relations practices are fairness, consistency and transparency.

Good employee relations are based on:

- effective mechanisms for communication and participation
- a safe and effective working environment
- commitment and motivation of all employees
- openness.

Novartis' policies and practices:

- promoting channels of communication at all levels
- providing a clear communication on the standards the Company expects from its associates, and in turn what associates can expect from the Company
- identifying and expanding common areas of interest between all associates
- anticipating and diffusing conflict wherever possible
- encouraging associates to articulate concerns and conflict and seek resolution of underlying issues
- providing channels for conflict resolution and developing a consistent approach in the execution of the policies and practices.

The Company will endeavour to ensure that no associate will receive less favourable treatment due to their race, creed, colour, nationality, ethnic origin, age, language, religion, political or other opinion or affiliation, gender, gender reassignment, sexual orientation, marital status, connections with a national minority, national or social origin, property, birth or other status, family connections, membership or non-membership of a trade union or, disability.

This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

If you breach any of the Equal Opportunities Policy, this will be treated very seriously and disciplinary action will be taken which may include dismissal for gross misconduct. **Any breach of the policy should be reported to the SpeakUp Office.** Further information on SpeakUp can be found on the intranet.

7.1 Equal Opportunities Policy

The Company operates an Equal Opportunities Policy which underpins all employee practices, policies and procedures. These practices include, but are not limited to, job design, advertisements, recruitment, transfers and promotions, training and development, and employment related decisions.

This policy helps to promote equal treatment for all associates or potential associates and ensures that this is managed in such a way that the Company complies with and goes beyond the equal opportunities legislation and codes of practice.

Job Design

The design of jobs, working hours and related practices can discriminate directly or indirectly against certain groups of applicants. As vacancies arise or departments or teams are restructured the requirements of individual jobs will be reviewed and redesigned where necessary in order to ensure the broadest possible catchment of essential recruits of suitable calibre.

The Company recognises the need to introduce, where appropriate, flexible working patterns such as job share, part-time working and/or partial home working where you have a need to reduce your working hours. These methods of working will be considered dependent on business needs.

All appointments will be made solely on merit.

Advertisements

Vacancies will normally be advertised within the Company in order to provide an equal opportunity for all interested persons to apply. All recruitment will be conducted according to the Recruitment Policy. Applications will be encouraged from all suitably qualified associates.

An exception to the above applies when special arrangements are made for the redeployment of personnel who would otherwise be at risk of redundancy.

Recruitment, Transfers and Promotions

The application process has been designed in order to obtain all the information necessary to provide the basis for an equitable and instructive interview and for the screening and selection of applicants. Personal details which are not necessary for a recruitment decision to be made such as marital status, number of children, next of kin, gender, age, race or creed are therefore not requested as part of the screening process. Additional details of this nature will be needed for recording and monitoring purposes and as such will be kept by P&O Services on a separate confidential form.

Prior to the selection process beginning, managers will examine all selection criteria to ensure that they are related to the job requirement and are not unlawfully discriminatory.

The Company shall not insist upon higher education or professional qualifications other than those which are strictly necessary for the job. In assessing qualifications it will not be assumed that overseas diplomas or degrees are of a lower standard than UK equivalents. Wherever possible experience may count as an equivalent to professional qualifications the requirements for which will then be waived.

All appointments will be made solely on merit, regardless of race, creed, colour, nationality, ethnic origin, age, language, religion, political or other opinion or affiliation, gender, gender reassignment, sexual orientation, marital status, family connections, connections with a national minority, national or social origin, property, birth or other status, membership or non-membership of a trade union or, unless justifiable, disability.

Training and Development

The Company is committed to ensuring that all associates are briefed on the application of the Equal Opportunities Policy. This information should include:

- an explanation of what the policy means to the Company and to you
- an explanation of the forms discrimination can take (direct/indirect, victimisation and harassment)
- guidance on the unreality of generalised assumptions and prejudices
- an explanation on unconscious bias and how best to prevent this.

The Company's training programmes will be designed to support the aims of the equal opportunities initiatives. Stereotyping, prejudice or any other form of discrimination will not be included in any internal courses. Every effort will be made to select external courses which also meet these requirements.

The criteria for selecting associates for training opportunities must be non-discriminatory. These will be based upon the associate's merits and abilities, business needs and the availability of appropriate work-related courses. Whenever practicable training will be arranged so that all categories of associates may attend (e.g. regardless of whether full or part-time).

You will be appraised in regular check-ins with your manager and there will be positive encouragement to discuss suitable development and training opportunities.

Redundancy, Redeployment and Termination

With reference to the appropriate policies the selection for redundancy and/or redeployment must be conducted in a manner which avoids any direct or indirect discrimination. Specific statutory protection applies to persons who are either pregnant, on maternity leave or are nursing mothers (i.e. mothers who are breastfeeding their babies).

Other Policies

All Company policies, remuneration opportunities, hours of work, unsocial hours, performance

appraisals, Disciplinary and Grievance Procedures and benefits are designed to promote equal potential and protection for all associates. Disciplinary procedures and penalties will be applied without discrimination, whether you result in disciplinary warnings, dismissal or other disciplinary action.

The Company is also committed to ensuring that it recognises cross-cultural differences. To this end the Company acknowledges different religious/festival requirements and aims to take steps to accommodate reasonable requests for annual leave during such periods.

Adherence to Policy

It is the responsibility of managers to ensure that the minimum standards established within this policy are adhered to within your area of responsibility.

It is the responsibility of the senior management team to:

- regularly consider the results of the monitoring exercise and develop an equal opportunities action plan which prioritises where change is necessary and/or where training must take place
- review the effectiveness of the policy and all associated action plans.

You must:

- co-operate with any measures introduced to ensure equal opportunity
- report any suspected discriminatory acts or practices to the SpeakUp office
- not induce or attempt to induce others to practice unlawful discrimination
- not victimise anyone as a result of them having reported or provided evidence of discrimination
- not harass, abuse or intimidate others on account of their race, creed, colour, nationality, ethnic origin, age, language, religion or belief, political or other opinion or affiliation, gender, gender reassignment, sexual orientation, marital or civil partner status, pregnancy or maternity, family connections, connections with a national minority, national or social origin, birth or other status, membership or non-membership of a trade union or disability
- not canvass job applicants in an attempt to discourage them from applying or taking up a post.



You must not unlawfully discriminate against or harass other people including current and former associates, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

Any breach of the Equal Opportunities Policy will be dealt with through the Disciplinary Procedure. Serious offences, such as harassment, will be dealt with as gross misconduct.

If you have a concern regarding the application of this policy you should normally make use of the Company's Grievance Procedure. Where there is a concern regarding harassment the particular procedure contained within the Bullying and Harassment Policy should be followed.

Any prospective associate may request a copy of this policy and submit any grievance, which must be in writing, to the P&O Head or P&O Business Partner within 14 days of any alleged incident. An investigation will then be conducted and the prospective associate will receive a written report as to the outcome.

7.2 Bullying and Harassment Policy

The Company fully supports the rights of individuals to be treated with dignity and respect at work.

No individual should be subject to harassment or bullying for whatever reason. It is the policy of the Company to make every effort to provide a working environment free of harassment and intimidation, as such actions can affect an individual's health, work performance, promotion and job prospects.

Harassment and bullying affects not only the individuals involved but also the Company as a whole, as people who work in a climate of fear and resentment do not give their best.

The Company wishes to make it clear that no individual will be victimised for bringing a complaint

of victimisation, bullying or harassment and that the harasser may be held personally liable for their acts in the event of any legal proceedings. Any inappropriate behaviour should be reported to the SpeakUp Office, further information regarding SpeakUp can be found on the intranet.

The Company recognises that a written policy alone will not ensure that its policy to combat victimisation, bullying and harassment is effective. The Company has therefore drawn up rules and procedures, including the Code of Ethics, and will monitor their effectiveness and take steps to educate all employees about their rights and responsibilities.

Definitions (Glossary of Terms)

There are certain terms used within the document that may require clarification. These are:

Bullying

Offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end. Bullying can take the form of physical, verbal and non-verbal conduct. It may include physical or psychological threats, overbearing and intimidating levels of supervision or inappropriate derogatory remarks about someone's performance.

Legitimate, reasonable and constructive criticism of your performance or behaviour, or reasonable instructions given to you in the course of your employment, will not amount to bullying on its own.

Harassment

Unwanted behaviour, whether physical, verbal or non-verbal, which is viewed as unacceptable and which **makes the recipient and/or wider audience feel uncomfortable, upset, threatened, humiliated or vulnerable**. It may be related to age, sex, race, disability, sexuality, political opinion, gender reassignment, marital or civil partner status, pregnancy or maternity, religion or belief, nationality or any personal characteristics of the person and it may be continuous or just one incident.

Bullying and harassment can range from extremes such as violence to less obvious forms such as constant "put downs", criticism of work output and offensive jokes. It also includes treating someone less favourably because you have submitted or refused to submit to such behaviour in the past.

Whatever the form, it is unwanted and unacceptable behaviour that is unwelcome and unpleasant. It may be targeted at an individual or a group of people. The harasser may be a manager, colleague or colleagues, someone the individual is managing or a third party.

Examples of unacceptable behaviour include (this list is not exhaustive):

- spreading malicious rumours or insulting someone
- copying emails that are critical about someone to others who do not need to know
- exclusion or victimisation
- ridiculing or demeaning someone – picking on them or setting them up to fail
- setting impossible targets and/or constantly changing the work remit without telling the person, then reprimanding them for not meeting the demands
- shouting at or behaving aggressively toward associates
- unwelcome sexual advances – touching, invading personal space, display of offensive materials, verbal communication.

Sexual harassment

Unwanted conduct (verbal and non-verbal) of a sexual nature or conduct based on sex. Sexual harassment refers to behaviour that is unsolicited, that is personally offensive to the recipient and/or the wider audience and that fails to respect the rights of others to be treated with dignity and consideration.

Age-related harassment

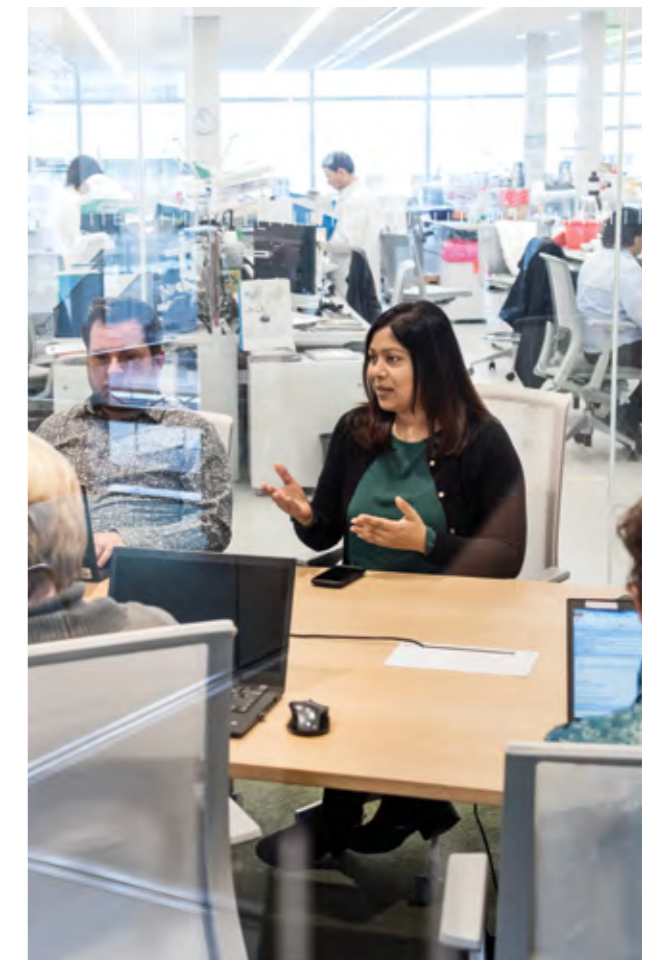
Unwanted verbal and non-verbal conduct relating to someone's age that is offensive to the recipient and/or the wider audience. Types of harassment may be jokes, comments, offensive language made on the basis of an individual's age and that fails to respect the rights of others to be treated with dignity and consideration.

Racial harassment

Conduct (verbal and non-verbal) relating to a person's race. Racial harassment refers to behaviour that is personally offensive to the recipient and/or wider audience and that fails to respect the rights of others to be treated with dignity and consideration.

Harassment related to religious beliefs

Conduct (verbal and non-verbal) relating to a person's religious or beliefs. Harassment on the grounds of someone's religion or beliefs refers to behaviour that is personally offensive to the recipient and/or wider audience and that fails to respect the rights of others to be treated with dignity and consideration.



Harassment related to sexual orientation

Conduct (verbal and non-verbal) relating to a person's sexual orientation. Harassment on the grounds of someone's sexual orientation refers to behaviour that is personally offensive to the recipient and/or wider audience and that fails to respect the rights of others to be treated with dignity and consideration.

Harassment related to Gender Identity or Gender Reassignment

Some indicative examples of harassment or discrimination because of a person's gender identity or gender expression include:

- a) Refusing employment, education, services or support;
- b) Making offensive comments about a person's gender identity or gender expression;
- c) Verbally or physically threatening someone or spreading malicious gossip;
- d) Refusing to address a person by their correct gender pronoun or new name; and
- e) Revealing the gender identity of a person to others without explicit consent, either by disclosing information to individuals or groups – in other words, 'outing' someone - excluding exceptional circumstances such as if there is a serious concern that there may be a threat to the safety or life of the individual, or it is otherwise required by operation of law. Where information is recorded or shared, the terminology used must be respectful.

Responsibility

All managers will be responsible for ensuring that all individuals for whom they are responsible have knowledge of and understand the policy.

Managers who become aware of any form of harassment should take immediate action to ensure compliance with the policy by reporting the conduct to the SpeakUp Office. **Failure to take corrective action may itself be treated as a disciplinary offence.** Disciplinary measures, including dismissal in appropriate cases, will be taken against any individual found guilty of bullying or harassment.

Policy Statement

The Company fully supports the right of all individuals to be treated with dignity and respect at work, or in the course of arranged social events, and recognises that any bullying and harassment is or can be:

- offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end
- unwanted behaviour, whether physical, verbal or non-verbal, which is viewed as unacceptable and which makes the person feel upset, threatened, humiliated or vulnerable. It may be related to age, sex, race, disability, sexuality, political opinion, gender reassignment, marital or civil partner status, pregnancy or maternity, religion or belief, nationality or any personal characteristics of the person and it may be continuous or just one incident. Bullying and harassment can range from extremes such as violence to less obvious forms such as constant "put downs", criticism of work output and offensive jokes. Whatever the form, it is unwanted and unacceptable behaviour that is unwelcome and unpleasant. It may be targeted at an individual or a group of people. The harasser may be a manager, colleague or colleagues, someone the individual is managing or a third party.

It is the Company's policy to make every effort to provide a working environment free of bullying and harassment and intimidation. Care should be given to the appropriateness of conversations, taking into consideration the environment and audience. Sometimes "office banter", whilst being acceptable to some, may cause others offence. A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

Policy Details

It is the Company's intention that the complaints procedure should give individuals confidence that the Company will take allegations of bullying and harassment seriously, will handle complaints speedily and will protect the complainant's confidentiality. **The Company aims to ensure**

The Company aims to ensure fair resolution of complaints and to enforce penalties against harassers.



fair resolution of complaints and to enforce penalties against harassers. The Company will guard against victimisation of the complainant.

A person who is being harassed or bullied may feel able to raise the problem informally with the person responsible (see "Informal Action"). Formal complaints should be made to the SpeakUp Office. The Company recognises that an individual may not complain because they are embarrassed about relaying the details of the incident and/or because they may feel that they will not be taken seriously or heard sympathetically. In this instance the complaint can be made in writing. The procedure must also take into account that it may be the complainant's immediate manager who is the alleged harasser.

The Company recognises that recipients of bullying and harassment may be reluctant to make a complaint for many reasons however encourages associates to speak up.

Informal Action

The Company recognises that an individual may prefer to try to resolve the bullying/harassment by simply asking or telling the harasser to stop. This may be appropriate where the harasser is a co-worker or subordinate and where the bullying harassment is of a low level of severity.

The complaint should be polite but firm and state how they feel about the behaviour, that it is offensive and makes them uncomfortable and that it negatively affects their work. The Company recognises that an individual who wants to take informal action may need advice on how to do so. The Company has therefore designated a confidential counsellor who can be contacted through the Employee Assistance Programme (contact details can be found in the Useful Contact Details at the end of this handbook).

The main functions of the confidential counsellor will be to listen to what has happened and to draw your attention to the formal or informal courses of action

available. The confidential counsellor will deal with all information on a strictly confidential basis.

It is strongly advised that if you are a victim of bullying/ harassment, you keep a record of all incidents by making notes or keeping a diary of dates, times and events as well as names of witnesses to the incident/s. You should also note any action that you took (e.g. reporting the incident/s to your manager) and what action that person then took to deal with the matter.

This should be sufficient for the harassment to stop. However if the harassment fails to stop after approaching the individual concerned then it will be necessary to escalate the situation to a formal level.

Formal Action

All complaints will be handled in a timely and confidential manner in accordance with the Grievance Procedure. There will be a thorough investigation, with a report of the findings being made to those concerned. The Company reserves the right to suspend the alleged harasser, on full pay, pending resolution of the complaint. The rights of both the alleged harasser and the

complainant will be protected until the charge is investigated. The Company will permit the complainant to cease contact with the alleged harasser, without incurring any penalty, pending resolution of the complaint. All individuals will be guaranteed a fair and impartial hearing.

If the complaint is upheld, prompt disciplinary action will be taken against the harasser to stop the bullying/harassment and prevent its recurrence. If relocation is necessary the harasser will be transferred and not the victim, if at all possible.

Individuals will be protected from intimidation, victimisation or discrimination for filing a complaint assisting in an investigation. Any such action taken against an individual for complaining about bullying/ harassment is a disciplinary offence.

Formal allegations are taken very seriously and investigated thoroughly.

Making a Formal Complaint

You are entitled and obliged to report inappropriate treatment to the SpeakUp Office following global guidelines.

7.3 Capability Policy

When it is apparent that you are not able to achieve the required level of performance for reasons of capability, the Company will deal with the situation in a reasonable and competent manner in accordance with the company Capability Policy. You will not normally be dismissed because of a failure to perform to the required standard unless the stages outlined in the Capability Policy have been completed appropriately.

This policy does not form part of the terms and conditions of employment. The aim of this policy is to establish a clear procedure which will ensure fair and consistent treatment of associates in situations when you are not meeting the required standards of performance expected by the organisation. Poor performance may be due to a lack of competence or lack of skills or qualification, or performance may be impacted by your ability to attend work as a result of health issues. Where required and as appropriate, training and/or development arrangements or termination arrangements will be finalised and implemented by P&O Services. However, managers retain overall responsibility for the resolution of the individual's situation.

Policy Details

Informal Stage – Poor Performance (not relating to long term sickness absence)

The management of performance is an important part of the manager/associate relationship. There are formal processes already in place that allow for regular check-ins on your performance, details of the Performance Management Process can be found on the Intranet. There are however times when your performance may not reach the required level. This may be a result of a number of reasons. It is the responsibility of the manager to identify and deal with these issues as they arise rather than relying on the performance review cycle.

Initially the manager should use an informal approach with you to identify the areas of concern, what needs to change and to establish a clear set of goals and objectives for you to achieve and the

timeframe for review. The outcome of these actions may result in the required change, however if this course of action fails to achieve the required change in performance and/or behaviour, then it may be necessary to escalate to the formal stages of the procedure. Your manager should document informal discussions and send a copy to you, as this may be relevant if formal action is taken at a later date.

Depending on the level of issues, the seniority of the role and business needs, the Company may forego any or all of the stages in dealing with poor performance. The Company is entitled to have a good level of performance from its associates and there will be occasions where the needs of the business mean that poor performance cannot be tolerated. **If you are struggling with your responsibilities, you should proactively seek assistance prior to issues being raised with you.**

Informal Stage – Ill Health

A certain level of sickness absence can impact work colleagues and the business as a whole. P&O and managers will monitor sickness absence on an on-going basis, taking into account absence frequency/ patterns, duration of absences and reasons for absences.

If your sickness absence is causing concern, you will be asked to attend an absence review meeting with your manager. During this meeting, the absence(s) and the reasons for them will be discussed. You will be advised of the improvement in attendance that is expected, the time scale for the improvement and the consequences of failure to improve attendance.

The outcome of the meeting should be to determine the most appropriate course of action, this could include:

- an adjournment pending further investigation/ medical advice and reports
- a phased return to work plan
- potential redeployment to an alternative role
- reasonable adjustments or change to working patterns
- ill health retirement
- progression to a formal Capability Meeting, which may result in termination of employment on grounds of capability due to ill health.



Where discussions have focused around a disability or long term health condition being the cause or contributory factor to concerns over capability, whether sickness related or not, the Company will consider what adjustments or changes could be made to support the individual in order to help them address the capability concerns.

The Company may seek consent to obtain either a report from your doctor or occupational health, and/or, request that you undergo an independent medical examination, after or during any sickness absence to clarify the nature of your illness and to indicate when or whether you are fit to return or to continue to work.

In either case you may refuse to attend or refuse to consent to the release of a medical report, or request that corrections are made. Any decision regarding your future which could result in dismissal will be taken on the basis of the information available to the Company. **The Company will hold all medical reports and related information as private and confidential and in accordance with any applicable legislation.**

Formal Capability Procedure (not relating to long term sickness absence)

Stage 1

In the event that your performance is not meeting the required level, an initial meeting under Stage 1 of the Capability Procedure will be convened between you and your manager. The purpose of this meeting will be to agree a Performance Improvement Plan (“PIP”) with clearly stated objectives, and attendance levels and timescales for improvement with agreed review periods.

If the performance level(s) set in the PIP at Stage 1 is/are not been met, you will be asked to attend a formal hearing under Stage 2 of the Capability Procedure where the potential outcome may be a first written warning. A representative from P&O may also be present and notes will be taken.

You will have the right to be accompanied at this formal hearing.

Stage 2

During the formal hearing at the beginning of Stage 2 of the Capability Procedure, the PIP will be reviewed and amended as appropriate and new timescales will be agreed. However, if it is clear that you are not capable of reaching the required standards, it may be appropriate to proceed to a Stage 3 hearing, which may end in the termination of employment.

If during the review period (at Stage 2), you fail to meet and or maintain the required standards, a potential outcome may be that a final written warning will be issued and the matter will proceed to Stage 3 of the process.

A Final Written Warning will remain on your personnel file for a period of up to 12 months. Where the required improvement has taken place and been consistently maintained for more than 12 months, such warnings will be disregarded for future capability purposes. However, if your performance level falls or continues to fall below the standard expected before the warning expires, the warning may be considered when deciding future action, and the Company may re-enter the process at the point it was previously left under the Capability Procedure.

Stage 3

If, by the end of the specified period (or before this time if it becomes obvious that you are not capable of carrying out the required duties), the performance level set in the PIP at the end of stage 2 has not been met, you will be asked to attend a formal hearing under Stage 3 of the Capability Procedure. The hearing will be with an appropriate senior manager and a P&O representative will also be present and notes will be taken. You will have the right to be accompanied.

The potential outcome may include up to dismissal on the grounds of capability.

Formal Stage – Ill Health

Should the absence continue at an unreasonable level and once all reasonable adjustments/support has been considered, you may be required to

attend a Capability Meeting. The purpose of the meeting is to review all documentation and discussions held prior to the capability meeting that relate to the case and to decide whether there are grounds to terminate employment on the grounds of capability due to ill health.

The Company will hold all medical reports and related information as private and confidential and in accordance with any applicable legislation.

Common principles applicable at all stages relating to both performance and ill health:

Probation

The Company reserves the right to depart from all or any of the procedures set out in this policy if you are still in your probationary period.

Notice of Capability Meetings

Wherever possible any meeting will be arranged at a mutually convenient time and where reasonably practicable, at least 2 working days’ notice of the meeting will be given. All invitations to attend a capability meeting will be confirmed in writing. If you request a deferment of any meetings to prepare for a meeting, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days. If you are

persistently unable or unwilling without good reason to attend a meeting, the manager may make the decision on the evidence available.

Right to be Accompanied

You have the statutory right to be accompanied by a fellow associate or by your trade union representative for meetings held under the formal procedures, including appeal meetings. This right to be accompanied will be confirmed in writing and does not extend to the right to be accompanied by a legal representative or any other external third party. If you request a deferment of any meetings due to unavailability of your accompanying person, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days. Confirmation of the accompanying person should be received by the P&O Representative prior to the meeting. You have a duty to exercise your right to be accompanied reasonably. What is reasonable will depend on the circumstances of each case but it would not normally be reasonable for you to insist on being accompanied by a companion whose presence would prejudice the meeting nor would it be reasonable you to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site.



The Company will ensure that all cases will be conducted in a fair, consistent and reasonable manner.

Role of the Parties Present

It will be the role of the manager to present the information on a particular case and to reach a decision based on the facts and evidence available at the end of the capability meeting. The manager will hear each stage of the procedure up to Stage 3 of the procedure. At Stage 3, a manager who has the suitable authority to make a decision, up to and including dismissal, will hear the meeting.

The role of the P&O representative will be to accompany the manager conducting the meeting in order to advise on issues of procedure, practice and outcomes and to ensure that the meeting is conducted fairly and within these procedures. A further person may be present to take notes.

During the meeting the manager and the P&O representative may ask such questions as they consider appropriate and relevant to the issues under discussion. Similarly you and your representative may ask questions.

Your companion will be permitted to address the meeting and to confer with you during the meeting, but they will not be permitted to answer any questions on your behalf, address the meeting if you do not want them to or prevent the manager from explaining the issues with your performance.

Witnesses

If witnesses are going to attend the meeting, P&O should be informed of the names of the witnesses and the reason you are attending as soon as possible and no later than 24 hours before the time of the arranged meeting. Should any witnesses be called, your companion will be permitted to put a reasonable number of questions to them.

Appeals

If you are dissatisfied with an outcome at any formal stage of the Capability Procedure, you may appeal to a member of management immediately senior to the manager who has taken the decision. Any request for an appeal must be made within 10 working days of the date of receipt of the letter confirming decision.

Any appeal must be made in writing to the manager indicated in the confirmation letter and should clearly state the grounds on which the appeal is to be made. A copy of this letter should also be sent to the P&O representative present at the original meeting. You will be asked to attend an appeal meeting which will, where reasonably practicable, be convened within 10 working days of receipt of the written request for an appeal meeting.

A senior manager will chair the meeting with a P&O representative present to advise on all aspects of procedure and practice.

The purpose of the appeal meeting will be to review the original capability decision in the light of all of the facts, including any new evidence, with a view to either confirming, modifying or overturning the original decision. It will not normally be a re-hearing of the case.

In cases of appeal against dismissal, you shall not be permitted to resume working until your appeal has been decided.

The outcome of any appeal will be recorded and where reasonably practicable, notified to you within 10 working days of the appeal meeting. A copy of the appeal decision will be placed on your personnel file.

This appeal procedure exhausts the formal internal Capability Procedure and the decision of the appeal will be final.

Alternative Employment/Transfer

If you are transferred or demoted as a result of the formal Capability Procedure, you will have your Terms and Conditions of employment changed to reflect those applicable to your new position, with effect from the date of transfer.

You will not normally remain in your current role for longer than 1 month prior to transfer.

External Support and Counselling

Should the meeting establish that your performance issues are related to your personal life, counselling

or support may be provided. An Employee Assistance Programme (“EAP”) is available for you, details of which can be found in the Useful Contacts at the end of this handbook.

Retention of Records

P&O Services will retain all records relating to all of the formal stages. Written warnings, for Capability purposes, will be kept on file, however they will not be referred to or referenced once expired.

7.4 Disciplinary Policy

You are expected to maintain certain standards of conduct. If you fail to maintain acceptable standards of conduct, you may be liable for disciplinary action. **The Company will ensure that all cases will be conducted in a fair, consistent and reasonable manner.**

Policy Details

Minor cases of misconduct may best be dealt with by informal advice, coaching and counselling. The objective of any such action is to help you improve and achieve the desired standard of conduct. **Managers must retain their own notes of informal discussions, as they may be relevant if formal disciplinary action is taken at a later date.**

If your conduct does not improve, or if the offence is of a more serious nature, then the formal Disciplinary Procedure should be followed.

When a formal disciplinary matter arises and prior to any disciplinary action being considered, the incident must be reported to the SpeakUp Office who will appoint an Investigator to conduct an investigation into the circumstances of the allegation(s). Having investigated all of the facts the investigator will decide whether or not the allegations are substantiated. The decision for further action will be taken as a result of the investigation outcome.

Disciplinary Process

There are 3 stages in the formal procedure. **The formal procedure may be implemented at any**

stage if the conduct warrants such action.

Whilst expired warnings may not be considered when making a decision at each stage of the formal procedure, the manager will have regard to historic or underlying patterns of behaviour.

You should note that verbal warnings are only available for "minor cases of misconduct" that would not usually result in an investigation being carried out.

Suspension

You may be suspended from work on full pay whilst further investigation takes place to establish whether there is a case to answer at a disciplinary hearing. The period of suspension will also provide you with time to prepare your case for any resulting meeting.

Suspension may be authorised by your manager in agreement with the P&O Business Partner and should be for the shortest practicable time in order for the investigation to be completed.

Suspension will normally be for a maximum period of 10 days, but should a longer period prove necessary, you will be advised accordingly and given the reasons.

Suspension should be seen as a neutral action and without prejudice. It should not be regarded as either a disciplinary action in itself or a judgment of your guilt.

1. Investigation Process

In all cases no disciplinary action shall be taken against you until a full and proper investigation has taken place. If the investigator considers it necessary, the disciplinary process may be adjourned while further investigations are carried out.

Interview

The investigator will inform you in writing of the allegations and you will be given reasonable time to gather evidence to respond to them.

Right to be Accompanied

You have the statutory right to be accompanied by a fellow employee or by your trade union representative to any meetings held under the formal procedures, including appeal meetings. You

have the right to be accompanied reasonably. What is reasonable will depend on the circumstances of each case but it would not normally be reasonable for you to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for you to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was on site. Confirmation of the accompanying person must be received by P&O prior to the hearing.

This right to be accompanied will be confirmed in writing and does not extend to the right to be accompanied by a legal representative or any other external third party. If you request a deferment of any meetings due to unavailability of your accompanying person, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days.

It is not mandatory that an invitation to act as a representative be accepted.

2. The Disciplinary Hearing**Prior to the Disciplinary hearing:**

Where the investigation has resulted in documentary evidence or summary of allegations, you will be given access to these before the hearing unless the evidence cannot be disclosed because it is confidential.

Notice of Hearings

Wherever possible the meeting will be arranged at a mutually convenient time and, where reasonably practicable, at least 2 working days' notice of the meeting will be given. All invitations to attend a disciplinary hearing will be confirmed in writing. If you request a deferment of any meetings in order to prepare for a meeting, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days.

Witnesses

If witnesses are going to attend the hearing, P&O should be informed of the names of the witnesses and the reason they are attending as soon as



possible and no later than 24 hours before the time of the arranged meeting.

If you are persistently unable or unwilling, without good reason, to attend a disciplinary meeting, the Disciplinary Officer will make a decision on the evidence available.

Sickness during Disciplinary Proceedings

In the event that you are signed off sick during disciplinary proceedings, the Disciplinary Officer dealing with the disciplinary will assess the nature of the illness and decide how to deal with the disciplinary proceedings. Sickness will not necessarily delay the process. The Disciplinary Officer may take any or all of the following courses of action:

- allow you to make written representations in lieu of attending a disciplinary hearing;
- conduct the disciplinary hearing at an alternative venue.

During the hearing:

- the Disciplinary Officer will explain the reasons why the hearing has been arranged, detailing the allegations of misconduct. The Disciplinary Officer who conducts the meeting will not have

conducted the investigation

- you will then be given the opportunity to respond to these allegations providing information or evidence as appropriate
- the hearing will then be adjourned for an appropriate length of time whilst the Disciplinary Officer reviews the evidence available and then decides on the appropriate action. If appropriate, the meeting may be adjourned to give the Disciplinary Officer sufficient time to consider the evidence.

3. Outcomes

The outcome of the meeting(s) will be confirmed to you in writing within 10 working days including your right to appeal the decision.

Stage 1**First Written Warning**

A first written warning may be given for a first act of misconduct where there are no other active written warnings on your personnel file.

Stage 2**Final Written Warning**

If you have committed a more serious act of misconduct or you have repeated a serious act of

misconduct, the Disciplinary Officer may advance to Stage 2 a final written warning may be given for:

- a) misconduct where there is already an active written warning on your record; or
- b) misconduct that the Company considers sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

Should a Final Written Warning be considered appropriate, you will be informed that your actions and/or behaviour amount to serious misconduct and you will be given a Final Written Warning and/or some other sanction. You should also be made aware that any repeat of this misconduct within the specified time scale will lead to the matter being raised to the next stage of the procedure without waiting until the stated time scale has elapsed.

Stage 3

If the Disciplinary Officer considers that a Stage 3 outcome is possible, you will be informed in writing that your employment is at risk and that your dismissal is being considered.

If you have committed an alleged act of gross misconduct (examples of conduct constituting gross misconduct are set out below) or you have repeated a serious act of misconduct, the manager may advance to Stage 3.

Alternative Sanctions

In some cases the Company may use its discretion to consider alternatives to dismissal. Alternatives will usually be accompanied by a Stage 2 final written warning.

As an alternative to a warning or a dismissal, there may be unusual circumstances which warrant the imposition of other sanctions. These could include sanctions such as a disciplinary transfer to another role, disciplinary suspension without pay, demotion, loss of seniority, or some other sanction allowed under your Terms and Conditions of employment.

Probation

The Company reserves the right to depart from all or any of the procedures set out in this policy if you are still in your probationary period.

Warnings

Warnings will remain on your personnel file for a period of 12 months. Once 12 months have lapsed such warnings will usually be disregarded for future disciplinary purposes. However, if your conduct continues to fall below the standard expected before the warning expires the warning may be considered when deciding future disciplinary action.

Retention of Records

P&O Services will retain all records relating to all of the formal stages.

Appeals

If you are dissatisfied with an outcome at any formal stage of the Disciplinary Procedure you have the right to appeal.

Any request for an appeal must be made within 10 working days of the date of the disciplinary decision having been communicated in writing to you. Any appeal must be made in writing to the P&O representative and should clearly state the grounds on which the appeal is to be made.

You will be asked to attend an appeal meeting which will, where reasonably practicable, be convened within 10 working days of receipt of the written request for an appeal hearing.

An Appeals Officer will chair the meeting with a P&O representative present to advise on all aspects of procedure and practice. The Appeals Officer must not have been previously directly involved with the case, and will have another person present to take notes. Where possible, the P&O representative will not have been involved with the original disciplinary meeting.

The purpose of the appeal meeting will be to review the original disciplinary decision in the light of all of the facts, including any new evidence, with a view to confirming, modifying or overturning the original decision. It will not normally be a re-hearing of the case.

In cases of appeal against dismissal, you shall not be permitted to resume working until your appeal has been decided.

The outcome of any appeal will be recorded and, where reasonably practicable, notified to you in writing within 10 working days of the appeal meeting. A copy of the appeal decision will be placed on your personnel file.

The decision of the appeal will be final.

Gross Misconduct

This list is not exhaustive, but highlights examples of behaviours which are likely to result in disciplinary action being taken which could result in instant dismissal. Where the Company is satisfied that gross misconduct has occurred, dismissal will be without either notice or payment in lieu.

Examples of gross misconduct are:

- serious breaches of policies or procedures or specific practices including: Good Lab Practice ("GLP"), Good Clinical Practice ("GCP") or Good Manufacturing Practice ("GMP")
- theft, or assisting in theft
- fraud, falsification of records or other documents, fraudulent misrepresentation influencing appointment
- unauthorised access to, disclosure or use of confidential information
- fighting, threatening, violent or indecent behaviour
- transmission or possession of pornography or other indecent/offensive behaviour
- serious insubordination or refusal to carry out legitimate management instructions
- dishonestly recording or submitting false records, calls or expenses
- unauthorised possession, use or disposal of samples
- incivility or deliberate misrepresentation to clients, customers or health professionals
- loss of driving license following conviction where driving is a necessary part of the role
- criminal behaviours (whether on business or not) or convictions considered to be likely to affect your continued employment or the good reputation of the Company
- misuse of company car, deliberate or reckless damage to property or premises, sabotage, negligence causing damage, loss or injury



- a series of incidents or behaviours which, if considered on their own, may not be considered to be gross misconduct but which, when taken together, are so serious as to be such that the employment relationship is compromised and the trust between employer and associate is broken
- serious infringement of health, safety and environmental protection rules
- serious breaches of the Novartis Code of Ethics
- the supply or possession of alcohol or illegal drugs, or being under the influence of alcohol or illegal drugs on the Company's premises or during working hours
- inappropriate use of internet, intranet and e-mail facilities
- harassment or discrimination on any grounds
- serious or repeated negligent acts in the performance of your duties
- unauthorised absence
- leaving the workplace without permission or reasonable excuse.
- unauthorised use, processing, or disclosure of personal information contrary to Novartis data privacy policies and standards including, but not limited to, the Novartis Global Data Privacy Policy.

Where gross misconduct is suspected or alleged, advice from P&O must be sought and you may, as appropriate, be suspended (as set out above) on full pay and benefits.

7.5 Grievance Policy

The Company places a responsibility upon all associates and managers to develop a professional working relationship, where an individual's problems are dealt with openly, promptly, fairly and frankly. This policy helps to ensure you have access to a fair mechanism for the raising and resolution of grievances relating to your employment. This policy is not intended to be used for grievances relating to a disciplinary/ capability/flexible working decision(s) and the appeal process within those procedures must be followed in such cases.

The Company considers it essential that, where you

(or a group of employees) is (or are) dissatisfied for any reason arising from a situation at work or the employment relationship, this should be articulated and resolved as quickly as possible.

The Company reserves the right to depart from all or any of the procedures set out in this policy if you are still in your probationary period.

What is a Grievance?

On occasion, an associate may have a concern about their work, working conditions, unfair treatment or relationship with colleagues that they wish to talk about with a manager.

The Company takes the matter of grievances very seriously and action will be taken to protect you at all stages of the process.

The following examples are neither exhaustive nor exclusive and other examples not referred to here might also be considered as a grievance:

- terms and conditions of employment
- health and safety
- working relationships
- bullying and/or harassment
- new working practices
- working environment
- organisational change
- equal opportunities

You should consult the Bullying and Harassment Policy if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people.

You might raise issues that are not entirely within your control, for example issues with a customer or client. However, these should be treated in the same way as if the issue was within the Company and be investigated as far as possible.

Grievance Procedure

Informal Grievance Procedure

Most complaints can be resolved informally in discussion with your immediate manager. Addressing matters in this way can often lead to speedy

resolution of problems and can help maintain normal working relationships. The Company hopes that the majority of concerns will be resolved at this stage. It may be that at the start of this informal stage, you and/or your manager seek guidance from your P&O Business Partner as how to go about raising your concerns with the manager.

Formal Grievance Procedure

Where informal action fails to resolve the matter to your satisfaction, then the grievance may be pursued under the following formal Grievance Procedure.

Raising a Formal Grievance

You must place your grievance in writing to either your manager, management, P&O or SpeakUp Office as soon as possible following the incident or behaviour in respect of which you are aggrieved. The grievance should never be addressed to a manager who is the subject of the grievance. Please note that in the event that you raise your grievance with your manager, management or P&O, your grievance will be raised as a SpeakUp case.

You must clearly state:

- that the Grievance Procedure is being initiated
- the detail of the grievance including, where appropriate, against whom the grievance is lodged and the reasons for this and
- how your grievance can be resolved to your satisfaction and/or what resolution is sought.

Acknowledgement of the grievance will be made within 10 working days

Invitation to Attend a Grievance Meeting

Upon receipt of the grievance, a P&O representative, will as soon as is reasonably practicable, arrange a meeting between you and a Grievance Officer to discuss the grievance.

Right To Be Accompanied

You have the right to be accompanied by a fellow associate or by your trade union representative to any meetings held under the formal procedures, including appeal meetings. This right to be accompanied will be confirmed in writing and does

not extend to the right to be accompanied by a legal representative or any other external third party. If you request a deferment of any meetings due to unavailability of your accompanying person, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days. Confirmation of accompanying person should be received by P&O Services prior to the hearing.

You have a duty to exercise your right to be accompanied reasonably. What is reasonable will depend on the circumstances of each case but it would not normally be reasonable for you to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for you to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site. It is not mandatory that an invitation to act as a representative be accepted.



Notice of Grievance Meetings

Wherever possible any meeting will be arranged at a mutually convenient time and where reasonably practicable, at least 2 working days' notice of the meeting will be given. All invitations to attend a grievance meeting will be confirmed in writing. If you request a deferment of any meetings, such request will not be unreasonably refused, but any deferment would not normally exceed 5 working days.

Where you fail to attend a meeting without informing the Grievance Officer or otherwise fail to progress your grievance without good reason, the P&O representative may inform you that a decision may be made in your absence.

The Grievance Investigation Meeting

The purpose of this meeting is to obtain full details of the grievance and consider any appropriate steps that may be taken to resolve the matter. The meeting should be an open and honest discussion of the issues raised.

The meeting will be held in a private location ensuring no interruptions and will normally be chaired by the Grievance Officer. Where the grievance has been raised regarding issues with your manager, your manager will not attend the meeting to hear the complaint.

Witnesses

The Grievance Officer will interview witnesses where necessary. These statements will only be disclosed where appropriate permissions have been gained from the relevant parties.

Further Investigating the Complaint

Following the grievance investigation meeting, there may be the requirement to undertake further investigations. Where this is necessary, all actions will be undertaken in a timely manner. Where these investigations are likely to be extensive then you will be informed.

Decision on Action

Following the grievance meeting and any appropriate investigations, the Grievance Officer will reach a decision on the grievance raised and

make recommendations on the appropriate course of action, taking into account all relevant information.

Confirmation of Decisions

Where possible the Grievance Officer will arrange a further meeting with you to confirm the decision. You will receive a written response notifying you formally of the decision. The written outcome will normally be received within 10 working days following the meeting. A copy of the decision will be placed on your personnel file.

Appeals

Right of Appeal

If you are dissatisfied with an outcome of your grievance, you may appeal to P&O who will assign an Appeals Officer who is more senior to the Grievance Officer who has taken the decision. If the next level of management is not available or it is inappropriate for them to hear the appeal for any reason, a manager of similar level, from any Division, who has not been previously involved in the issues giving rise to the grievance will hear the appeal.

You may choose to appeal because:

- you think the finding or decision was unfair; or
- new information is provided to be considered; or
- you think the process was unfair.

If you wish to appeal, you must inform the Company in writing (details of whom this should be addressed to will be provided in writing after the grievance meeting).

Any request for an appeal must be made within 10 working days from the date of your receipt of the grievance decision and must set out the grounds of appeal. A copy of this letter should also be sent to the P&O representative who has been supporting this process.

Appeal Process

You will be asked to attend an appeal meeting which will, where reasonably practicable, be convened within 10 working days of receipt of the written request for an appeal meeting.

The Appeals Officer will chair the meeting with a



P&O representative present to advise on all aspects of procedure and practice. The manager chairing the appeal must not have been previously directly involved with the case.

The outcome of any appeal will be documented and, where reasonably practicable, notified to you within 10 working days of the appeal meeting. A copy of the appeal decision will be placed on your personnel file.

The conclusion of the appeal meeting constitutes completion of the Grievance Procedure and therefore the decision made is final.

Advice and Confidentiality

At any stage of the Grievance Procedure, you may seek procedural advice from a P&O Representative. All matters addressed through the Grievance Procedure will be kept confidential except where it is necessary to speak with others as part of the grievance process.

Grievance proceedings and records will be kept confidentially.

Collective Grievances

There may occasionally be circumstances in which more than one person wants to raise the same

complaint. If that is the case, the associates with the complaint should appoint or elect one member of the group to act as their representative. The representative should then write to P&O, setting out the grievance and specifying in writing the names of at least two associates, whom they are raising the grievance on behalf of. P&O will then contact the representative to deal with the grievance in the way which appears appropriate in the circumstances.

Ex Associate

If you wish to raise a grievance after leaving the Company, it must be forwarded in writing to P&O Services. The Company is not obliged to investigate or respond to such a complaint but may decide to do so if it is deemed appropriate.

Reporting Misconduct

Speaking up is the best way to foster a culture of trust and detect instances of misconduct that may harm the reputation and the success of Novartis.

You are required to bring potential misconduct to the attention of Novartis.

The failure to report situations which may endanger either the Company's or the Group's security, or bring them into disrepute, could, in certain circumstances, be regarded as a breach of the

Company's security requirements and can lead to disciplinary action up to and including dismissal.

Malicious allegations may lead to disciplinary action up to and including dismissal.

Misconduct is conduct that is potentially illegal, violates the Novartis Code of Ethics or other applicable company policies, or falls outside of what is considered proper for a person, a profession, or an industry, typically taken with the aim to purposely circumvent rules, in order to obtain possible personal or company benefit.

Where you raise a potential misconduct concern, assist or provide information during an investigation, or otherwise act in good faith in the best interests of Novartis, you will be protected against retaliatory action.

The necessary steps will be taken to reasonably protect your confidentiality and other associates involved in the investigation (such as the subject of the investigation, witnesses etc.). We shall at all times adhere to relevant legislation which is designed to provide legal protection to associates who genuinely disclose matters which are in the public interest.

Reports of alleged misconduct can be made anonymously; however, anonymity may sometimes limit the ability to fully and thoroughly investigate a claim.

More information may be found on go/Speakup.

You may, in properly carrying out your duties, have access to, or come into contact with, information of a confidential nature. Your Terms and Conditions of employment provide that except in the proper performance of your duties, you are forbidden from disclosing, or making use of in any form whatsoever, such confidential information.

However, the law allows you to make a 'protected disclosure' of certain information. In order to be "protected", a disclosure must relate to a specific subject matter and the disclosure must also be made in an appropriate way.

7.6 Third Party Risk Management

The Third Party Risk Management framework ("TPRM") is the means by which Novartis manages risks when interacting with third parties. By understanding third party risk exposure and managing it effectively, we protect our stakeholders, including patients, against adverse impacts such as regulatory, financial or reputational damage. It also fosters collaboration with third parties that share and uphold our values and ethical principles.

For more information on the Third Party Risk Management Policy, please visit the Vault (go/theVault) or The TPRM site (go/tprm).

Anti Bribery Policy

Our continued commitment to ethical business conduct is central to earning and maintaining the trust and support of our key stakeholder groups and realising our aspiration to be a trusted leader in changing the practice of medicine. The Anti-Bribery Policy addresses a variety of contexts in which bribery issues may arise.

Bribery means offering, giving or promising (or authorising someone to offer, give, or promise) an improper benefit, directly or indirectly, with the intention of influencing or rewarding the behaviour of someone to obtain or retain a commercial advantage.

Bribery can take a variety of forms – offering or giving money or anything else of value. In fact, even common business practices or social activities, such as the provision of gifts and hospitality, can constitute bribes in some circumstances.

Situations where you receive, agree to receive, request or accept a financial benefit or anything else of value are regulated by the Conflicts of Interest Policy.

You must not bribe and you must not use intermediaries, such as agents, consultants, advisers, distributors or any other business partners to commit acts of bribery.

Novartis does not distinguish between public officials and private persons so far as bribery is

concerned: bribery is not tolerated, regardless of the status of the recipient.

Always ask yourself before offering, giving, or promising anything of value to any person if what you are considering could be viewed as having an illegitimate purpose. If the answer is yes, you must not proceed.

If you are in any doubt, consult Legal or Ethics, Risk and Compliance before proceeding.

Gifts, Hospitality and Entertainment

Gifts, hospitality, and entertainment must be modest, reasonable and infrequent so far as any individual recipient is concerned.

Gifts, hospitality, and entertainment must never be promised, offered, or provided with the intent of causing the recipient to do something favouring Novartis, to reward such behaviour, or to refrain from doing something disadvantaging Novartis.

Cash and gifts that are cash equivalent (e.g., shopping vouchers) must never be given.

Do not provide entertainment to any participant to Novartis business meetings, congresses or comparable events, unless the entertainment is an appropriate and incidental part of such events.

Do not pay for any additional, extended or non-business related trips.

Do not pay for the entertainment, hospitality, or travel costs of anyone who accompanies an invitee to a Novartis business meeting, congress, or comparable event. In situations where an invitee is unable to travel alone (e.g., patients or minors), travel costs for an accompanying person (e.g., caregiver) can be paid for provided that the rationale for this support is legitimate, documented, and considers applicable data privacy requirements.

Before giving a gift or providing hospitality or entertainment to anyone, consider whether the reputation of Novartis, yourself, or the recipient is likely to be damaged if news of the gift, hospitality,

or entertainment appeared on the front page of a newspaper. If this would embarrass either Novartis or the recipient, do not proceed.

Political Contributions

Political contributions are monetary or non-monetary (commonly referred to as "in-kind" contributions, which include uses of resources, facilities, etc.) contributions to support political parties, politicians or political initiatives. Political contributions are not permitted in the U.K.

Lobbying

'Lobbying' describes interactions with policy makers and other external stakeholders with the intent to represent Novartis' perspective in the policy making process. Active contribution to policy making is an integral part of the democratic process and a legitimate activity as it enables the representation of different societal interests.

Novartis engages in lobbying activities to provide policy makers with data and insights to enable widely informed decision-making conducive to improving patient outcomes and sustainable business.

Lobbying should not be misused for any corrupt or illegal purposes, or to improperly influence any decision. Relevant functions (e.g., Public & Government Affairs) provide guidance on how lobbying should be conducted based on the values of transparency, honesty and integrity.

Facilitation Payments

Facilitation payments are payments to public officials to expedite the performance of duties of a non-discretionary nature. These payments are intended to influence only the timing of the public officials' actions (e.g., payments to expedite the issuance of a visa or clearing goods through customs), but not the outcome.

Novartis prohibits facilitation payments, irrespective of whether local law permits these types of payments.

For further information, please refer to the Novartis Anti-Bribery Policy.



8.0 Compliance

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Compliance is essential to ensure we maintain a culture of integrity in which all business activities are performed responsibly in line with our values, standards and applicable laws.

Trust of patients and society is central to our long-term success and we must meet their increasing expectations in a way in which we can be proud. You are responsible for ensuring that we act with integrity, enabling us to earn and maintain the trust of our patients, shareholders and healthcare partners.

To help realise this vision, Novartis has defined its Ethics, Risk and Compliance Programme. The Programme has, at its core, the aim to enable you to live the value of integrity.

We work in a highly regulated industry and sometimes the rules and regulations are not clear. There are some “grey zones” or practices that may be common in the industry but are not yet clearly defined as legal/ethical or illegal/unethical. A good leader will recognise deviations from the established laws, but an exceptional leader will recognise grey zones and work to navigate them.

Our Code of Ethics and our Professional Practices Policy (“P3”) emphasise the principles that should be applied to challenging situations. Using these principles enables better decision-making and ultimately protects Novartis’ reputation.

Code of Ethics

At Novartis, we simply define ethics as doing what’s right for our patients, society and Novartis.

Reimagining medicine requires us to do things differently - to pioneer new ways of treating disease, embrace data science and technology, and provide access to medicines. We do this while working in an ever-changing, complex, and interconnected world. This is why ethics, principle based decision-making and a culture that supports open discussions on ethical challenges are so important for building trust. Our principles-based Code of Ethics is firmly rooted in our culture of Inspired, Curious and Unbossed. It will help us navigate the complexity of our environment and the ethical challenges it can present.

Doing what’s right helps us build trust with society - we can’t reimagine medicine if associates patients, healthcare professionals, governmental and non-governmental institutions, research and business partners, investors, and society at large don’t trust us. Each of us plays a role in creating an environment where ethical decisions are prioritised.

Our Code of Ethics has been co-created with associates to reflect the different contexts we operate in and around the globe and includes supporting resources to guide our decision-

making, helping all of us navigate situations that are complex or unclear. It will also help us slow down, challenge our thinking and prompt us to see situations from a new, fresh perspective.

Our Code of Ethics belongs to you and to every associate across the Novartis organisation. Created by our people and for our people. Our code reminds us of our commitments and helps us to reflect on our decisions and to further drive open, honest conversations.

The following outlines our commitments; they are a point of reference for all of us and provide clarity about the behaviours we expect to see from ourselves and others. Our ethical principles and decision-making framework will guide you in living these commitments and support you to do what’s right.

- Access to medicines
- Animal welfare
- Anti-corruption
- Antitrust and fair competition
- Artificial intelligence
- Business continuity and crisis management
- Conflicts of interest (please also see Tab 6 (Your Employment))
- Customs and trade compliance
- Data use
- Diversity and inclusion
- Drug safety

- Environmental sustainability
- Fair employment practices
- Financial integrity
- Health and safety
- Human rights
- Information and cyber security
- Insider trading
- Professional practices
- Research and development
- Responsible lobbying
- Third party risk management

Further information about the Code of Ethics, our commitments or supporting tools can be found on our Code of Ethics platform at [go/doingwhatsright](#).

P3 Professional Practices Policy

The trust needed in order to achieve our purpose to re-imagine medicine is earned and maintained in the way we conduct our business and how we interact with our stakeholders. The words and actions of every associate can shape how Novartis is perceived as an organisation. As a result, we must ensure that our business practices are ethical and consistent across our organisation.

The P3 Policy will help us achieve this through a principles-based approach that will help us have more focused discussions on the purpose and intent of our proposed interactions, empower us to apply our professional judgement to ethical decisions and ultimately enable us to make better decisions and reduce risk. The P3 Policy is centred around 5 simple principles that can be applied to challenging or ambiguous situations:

- Are we putting the patient first?
- Are we funding responsibly?
- Are we acting with clear intent?
- Are we engaging appropriately?
- Are we researching for the right reason?

If we can drive the right dialogue around these principles and answer “yes” to these questions, we can be confident that our actions will meet not only our own standards, but the legitimate expectations of healthcare professionals, patients, customers and stakeholders.

For more information on the specific areas covered by the P3 Policy or the local P Standard Operating Procedures (“SOPs”), please go to the Vault or [go/thevault](#).

The Association of British Pharmaceutical Industry (ABPI) Code of Practice

The pharmaceutical industry in the United Kingdom is committed to benefiting patients by operating in a professional, ethical and transparent manner to ensure the appropriate use of medicines and support the provision of high quality healthcare. This commitment applies to all with whom the industry interacts. To demonstrate this commitment, the association implemented the ABPI Code of Practice (“**the Code**”). The Code covers the promotion of medicines for prescribing to both healthcare professionals and other relevant decision makers. It also includes requirements for interactions with healthcare professionals. In addition, it sets standards for the provision of information about prescription only medicines to the public and patients, and patient organisations.

When engaging in relevant business practices, you should ensure compliance with internal policies and guidelines including P3, the Code and all other external relevant laws, policies and guidelines.

Corporate Intellectual Property

In order for the pharmaceutical industry to play a meaningful role in expanding access to medicines and encourage innovation, **intellectual property must be appropriately protected**.

Novartis has a Corporate Intellectual Property (“**IP**”) Policy which sets out rules applicable to all divisions and business units and to all affiliates of the Novartis Group. Further details can be found in the Novartis Corporate Intellectual Property Policy on the intranet or from your Legal Business Partner.

Anti-counterfeiting Guideline

Novartis is dedicated to the best possible standards of product quality and the welfare of patients and customers.



Novartis is firmly committed to an anti-counterfeiting programme to reduce the threat of counterfeiting and to:

- protect Novartis customers, products and reputation
- clarify and formalise responsibilities for ensuring optimal internal collaboration.

Please contact your local Legal Business Partner for more information.

Corporate Security

Corporate Security has a responsibility to contribute to the profitability and social responsibility of Novartis by protecting its human, intellectual and physical assets. This is to be accomplished by the implementation of global security policies, procedures and standards, identification and assessment of risks, provision of security surveys, investigations and consulting services to reduce or eliminate loss and the management of security response to emergencies and incidents.

Further information can be obtained from Information Security & Risk Management (“**ISRM**”) or on the intranet via [go/isrm](#).

Tendering Goods and Services

The purpose of the tender process is to support the business in the delivery of its objectives through a value-added purchasing and supplier management service. The aim is to ensure that synergies, savings and leverage opportunities are fully maximised and commercial risk minimised.

Further details can be found in the Global Procurement Guidelines on the intranet or alternatively contact your local Procurement Manager. The SOP outlines the required actions that must be taken when committing Company monies to third party suppliers. You must work in conjunction with the Purchasing department and it is mandatory that all commitments to third party suppliers are to be conducted in accordance with the SOP.

Financial Approvals and Competences (FIKO)

What is MAL?

MAL regulates the approval authority at Novartis Group, Division, Function, Region and Country level by dedicating authorisation limits to appropriate approval bodies and/or individuals.

What is FIKO?

- FIKO is the “roll-out” of MAL at a local/legal entity level.
- FIKO regulates the approval authority to individual Novartis associates.

Financial approvals are required to:

- Prevent unauthorised transactions from being processed and executed.
- Detect errors prior to execution.
- Ensure the proper use of funds and limit losses.
- Authorise commitment to third parties.

FIKO - Contact & Useful Information:

Contact the FIKO Maintenance team at

fiko.maintenance@novartis.com

MAL Board can be reached at
ASK.MAL@Novartis.com

More information and a FIKO User Guide can be found on One Novartis Services.

Records Management

It is the Company's policy to create, retain and preserve business records in a manner that supports and promotes the business interests of the Company and satisfies all legal and regulatory requirements such as those outlined in our Anti-Bribery Policy.



The policy establishes a standard for records management. Business records should be created in a professional manner, retained safely and securely, remain easily accessible and usable for as long as required to meet legal, regulatory and business requirements and be promptly destroyed when no longer required.

Further information on the Global Records Management Policy can be found on the global policy section of the intranet or from your local Business Information Security Expert.

Confidential Information

No individual, former associate or representative may disclose to unauthorised persons confidential or other classified information to which they have/had access, except as detailed below. Information, data, records, specifications and all documents relating to Novartis' business and associates must be treated as confidential. A breach of the provisions of this clause will entitle the Company to invoke the Disciplinary Procedure, up to and including dismissal or to pursue any other legal course of action where the Disciplinary Procedure is no longer suitable.

Appropriate authorisation must be obtained before any information which may be of a confidential nature is passed to other individuals or to external parties who may not be authorised to receive it. In addition, it is essential when transmitting information in a written form (including email), that care is taken to ensure that where this is of a confidential nature it is addressed correctly. The uncontrolled or premature release of information externally can be extremely damaging and may result in competitors gaining a commercial advantage. Such information may be of a technical, financial, commercial, or personal nature or may relate to the Company's plans for the future, its procedures and processes or the standards and quality of service or products provided.

You may need to take home documents on which you are to work on and which relate to your job function. **You are responsible for the security of these documents.** The removal of any documents

relating to Novartis' business and products is strictly prohibited except with prior authorisation of your manager.

You must not publish literature, deliver any lecture or make any communication to the press, radio or television relating to the business or any other matters in which the business may be concerned, unless this is with the authority of the Communications Head and in accordance with the Media and PR Communications Policy, found in section 8.1.

Protected Disclosures

There may be circumstances where you may have concerns with respect to a particular aspect of the business or the activities of associates or representatives, which you believe may affect and/or prejudice the interests of the public and/or breach any current legislation. In this situation any disclosure of information which, in your reasonable belief, tends to show one or more of the following, will be considered to be a protected disclosure:

- that a criminal offence has been committed, is being committed or is likely to be committed
- that an individual has failed, is failing or is likely to fail to comply with any legal obligation to which they are subject
- that a miscarriage of justice has occurred, is occurring or is likely to occur
- that the health or safety of any individual has been, is being or is likely to be endangered
- that the environment has been, is being or is likely to be damaged, or
- that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

If any of these situations exist then you must, in the first instance, consult your local Legal Business Partner. Provided that this procedure is correctly applied, the disclosure will be a “protected disclosure” and this will provide you with an appropriate level of protection from dismissal or other detriment which could otherwise follow from a breach of confidentiality.

E-Learning

Novartis wants to inspire curiosity and offer Associates the best learning and development possible.

Novartis has developed a number of compliance e-learning courses that all Associates will be required to complete over a period of three months after joining, as part of your induction and as required by the Company thereafter.

Travel and Expense Policy

Novartis adopted a single set of ethical and business principles that you should apply in daily decision-making while conducting business travels.

The Novartis Travel & Expense (“T&E”) Policy applies to all Novartis Associates as well as business approved travel-related activities conducted by third parties on behalf of Novartis. This policy applies to transient travel related to internal and external meetings and events. All such activities must be conducted in accordance with local laws, regulations and the ABPI Code of Practice, which may be more stringent than the requirements, outlined in this policy and will be subject to local addenda defined consistently at country level.

Subject always to the provision of appropriate receipts, Novartis shall reimburse you for all reasonable travel, hotel and other expenses wholly and exclusively incurred in or about the performance of your duties in accordance with the Novartis’ Travel & Expense Policy.

For further information, please refer to the Travel and Expense Policy on the intranet.

8.1 Media and PR Communications Guidelines

The following general guidelines apply across all associates and external contractors, barring exemption from the Country President.

These guidelines should be followed in accordance with existing standard operating procedures that apply to Information Security and Disclosure of Confidential Information and the Company’s Privacy

Policy. As a member of the ABPI, the Company is also bound by the terms of the industry’s Code of Practice which imposes restrictions on the content, style and reach of some information.

The purpose of these guidelines is to reduce risk to the Company and its associates. Structured external communication of information helps manage expectations of people that make decisions affecting the success of the Company. This also minimises unnecessary public exposure of individual associates.

You should always consult the Corporate Communications Team for specific guidance on any external communications. Only specifically identified Novartis associates are authorised to speak to the media on behalf of the Company and are fully trained to do so. No other associate is authorised to speak to the media on behalf of the Company.

You should also be aware that there are internal global guidelines with regard to Novartis branding (Brand Lab) and that you should ensure that all presentations and literature provided for internal/ external use comply with these guidelines.

External Communications

External communications may be defined as talking to media, government and general written/verbal communications to the public.

You should always consult your designated site communications representative for specific guidance on any external communications.

Scope

These guidelines apply to you in the following circumstances:

- if you are acting with an evident direct or indirect affiliation to the Company where views and opinions could be interpreted as being those of the Company
- if you who are providing information on a subject related to your official duties or any other Company-related information which has been or will be compiled or prepared from sources to which you have had access whilst engaged in activities on the Company’s behalf.

Talking to Media

Incoming Media Enquiries

All incoming enquiries from the media must be passed onto the site’s communications representative who will respond in accordance with local, approved guidelines for managing media.

Outgoing Communication to Media

- **written** - all information provided to media must undergo a strict approval process which may include legal or medical approval. The site communications representative will be able to provide guidance on the appropriate approval process.
- **verbal** - only trained spokespeople should provide verbal information to the media. The site communications representative can help provide this training or put individuals in contact with an existing spokesperson.

Communications to Media through Third Parties (e.g. Public Relations Agencies)

All information provided to media through third parties engaged by the Company (either financially or legally) must undergo a strict approval process as determined by the site’s communications representative.

‘Personal’ Communications with Media

Where you are acting with an evident direct or indirect affiliation to the Company, your written and verbal communication to media must undergo a strict approval process as determined by the site communications representative.

Examples of where this applies include broadcast media such as radio phone-ins, taking part in documentaries or spontaneous interviews from mobile television news crews.

Talking to Government

This section applies to interaction with politically elected individuals only.

Incoming Government Enquiries:

All incoming enquiries from government representatives must be passed onto the site’s communications representative who will respond in accordance with local, approved processes.

Outgoing Communication to Government:

- **written** - all information provided to government must undergo a strict approval process which may include legal or medical approval. The site communications representative will be able to provide guidance on an appropriate approval process
- **verbal** - only trained spokespeople should provide verbal information to government. The site communications representative can help provide this training or put individuals in contact with an existing spokesperson.

Communications to Government through Third Parties (e.g. Public Affairs Agencies)

All information provided to government through third parties engaged by the Company (either financially or legally) must undergo a strict approval process as determined by the site communications representative.

‘Personal’ Communications with Government

Where you are acting with an evident direct or indirect affiliation to the Company, your written and verbal communication to Government must undergo a strict approval process as determined by the site communications representative.

Public Written/ Verbal Communications Public Speaking Engagements (e.g. Conferences, Symposia)

You should only accept public speaking engagements with prior approval of your manager. All verbal information provided should undergo applicable approval processes as determined by the local site communications representative.

Online Written Communications (e.g. Blogs)

You should only publish online information where this has undergone applicable approval processes as determined by the local site communications representative.

Publication of Written Information (e.g. Books, Journals)

You should only publish information where this has undergone applicable approval processes as determined by the local site communications representative.

Publicity Material (other than Product Advertising):

The Corporate Communications and Corporate Affairs Teams are responsible for the consistency and quality of information that promotes the Company's reputation and corporate identity. You should only publish information where this has undergone applicable approval processes as determined by the local site communications representative.

8.2 Social Media Guidelines – Personal Use

It is important that we think about how our personal use of social media can impact Novartis.

Introduction

The following guiding principles should enable the responsible use of personal social media.

You are reminded that some personal uses of social media can impact Novartis and/or its associates and/or its business. You are expected to understand and comply with these global Social Media Guidelines – Personal Use (the Guidelines) in conjunction with the Code of Ethics and all other applicable policies and guidance.

In all cases you are expected to exercise your own best judgment when using social media and to remember your professional obligation to protect Novartis assets and confidential information.

You are also expected to conduct yourself in accordance with all applicable laws and regulations, including laws regarding the promotion of our products.

Audience

These Guidelines apply to you, and to third parties acting on behalf of Novartis who wish to post social media content on your own behalf that may impact Novartis.

If you are involved in creating social media content for Novartis business purposes, you must also follow the Social Media Guidelines – Business Use document.

Scope

These Guidelines cover all social media sites, for example, Facebook, Instagram, Twitter, LinkedIn, Wikipedia, blogs, chat rooms and forums, podcasts, photo or video sites, and any other online social media permitting responses, comments or other content generated by users.

Monitoring

Novartis reserves the right to monitor, intercept and review, without further notice, associate activities using Company IT resources and communications systems, including but not limited to social media postings and activities, to ensure that rules are being complied with and for legitimate business purposes. You consent to such monitoring by your use of such resources and systems.

Breaches

Social media should never be used in a way that breaches any other Novartis policy (for example our Bullying & Harassment, Disciplinary, Equal Opportunities Policies) or any other laws or regulatory requirements. If an internet post would breach a Novartis policy in another forum, it will be treated as a breach.

Participation in social media that adversely affects your job performance, the performance of other Novartis associates, Novartis' legitimate business interests, or the interests of Novartis' customers, patients, suppliers or other key stakeholders may lead to disciplinary action up to and including termination of employment. Any member of staff suspected of committing a breach of this policy will be required to co-operate with the Company investigation, which may involve handing over relevant passwords and login details. **You may be required to remove any social media content that the Company considers to constitute a breach of this policy.** Failure to comply with such a request may in itself result in disciplinary action.

General Rules

Understand that personal use of social media has the potential to impact Novartis and/or its associates, so you should comply with these principles at all times.



Treat Personal and Business use separately. For example, use your personal email address for all of your personal social media accounts and only use your Novartis-supplied email address for business-related social media activity, to the extent you are authorised to do so. Do not conduct Novartis business through your personal social media accounts.

In general you can share public Novartis posts. But be aware that any comments you add to a Novartis post may create a risk of violation of rules regarding the promotion of our products or our company. You must also understand and follow any divisional or local guidance that may limit your ability to share such posts.

Speaking About Novartis

Do not speak on behalf of Novartis. Make clear that you are only speaking on your own behalf, and do not suggest that Novartis endorses or supports

your postings. **Do not include Novartis logos or other trademarks in any social media posting or in a personal profile on any social media.**

Take special care when talking about Novartis, particularly regarding any discussions of topics that are subject to government regulation, including Novartis products, pipeline, share price or any other financial or non-financial topics that are regulated in your division or country. You must fully identify yourself and your relationship to Novartis when posting in such circumstances. **Be aware that even personal posts regarding prescription drug products can be considered by regulatory authorities to be promotional activities** on behalf of Novartis in violation of local law. Avoid using any Novartis trademarks, such as logos, in your personal social media posts, to reduce the risk that your post may appear to be promotional activity, or on behalf of Novartis.

Do not share confidential information that is not already public. Novartis policies about protecting confidential, proprietary or trade secret information apply equally to social media use. Confidential information includes, for example, previously undisclosed financial information, information about products in development, potential transactions and trade secrets.

Be aware that it is easy to accidentally release confidential information on social media. Such information could include trade secret information appearing in the background of photos, or even the location at which you posted information, if it could lead an outsider to learn of a confidential project.

Do not comment on the confidential financial information of Novartis, its customers or third parties – such as non-public business performance data, business plans or business prospects – to anyone in any forum. Please be aware that disclosing such information creates a risk of illegal insider trading or other violations of laws regarding the trading of our shares.

Respecting Others

Be respectful of other users and follow the principles set out in the Code of Ethics. **Do not do anything online that would not be appropriate in the workplace.** Also, follow all policies and guidelines related to your activities, including applicable Group, divisional or local guidance and applicable law. These apply to online conduct as well as offline conduct.

Protect the privacy of your co-workers and employees of other companies we work with. Although you may feel comfortable discussing yourself in a public forum, remember that others might not be comfortable if you publicly post personal information about them.

Being Responsible

Make sure you do not inappropriately link to sites that say things that you are not allowed to say yourself, especially sites which might be promotional of our products or of Novartis.

‘Likes’ and ‘shares’ can be seen as endorsements, so you must ensure any posts that you ‘like’ or ‘share’ are also compliant with this policy.

Be authentic, represent yourself honestly and comply with these Guidelines when discussing Novartis and related topics.

Do not give medical advice or answer questions from patients or caregivers. You can recommend that a patient seek the advice of a doctor when making health decisions.

Report all adverse events you become aware of regarding Novartis products without delay following the adverse events reporting procedure. Technical and quality complaints about Novartis products generally must also be reported.





9.0 Company Property

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Security at Work – The Site and Your Possessions

The following security measures are taken or are in force for the protection of all individuals and the Novartis business.

Entering and Leaving Novartis Sites

Novartis sites within the UK and abroad have specific entry requirements. You should ensure that if you are issued with identity cards, they are visible on your person at all times and you should immediately report any loss of or damage to your card. Additional rules apply on manufacturing sites: please refer to local guidelines.

Where signing in and signing out procedures exist on site, you must comply with these at all times. Visitors to the site should comply with the appropriate ID requirements.

Personal Belongings

If you are an office-based associate, you should take precautions to safeguard your personal belongings and valuables by keeping them with you or locking them away. Where you are provided with locker facilities, these should be used to store personal belongings securely.

The Company does not accept responsibility for the loss or theft of or damage to personal effects or vehicles owned by you, visitors or third-party staff. Any loss of personal property must be reported to a manager immediately. Any property which is found must be passed to Security.

Work Security

You must:

- wear your ID (where issued) at all times and must not allow or encourage the lending of passes
- ensure all associates working on site late or at weekends inform security. This is a health and safety as well as a security issue
- prevent tailgating when accessing the offices and report any suspicious persons to security or reception
- report unattended, suspicious packages to security or the appropriate contact immediately and if in doubt do not open unexpected packages

- password protect access to computers and documents
- not remove any Company property from the premises without the prior permission of your manager and Novartis Business Services
- agree, in the interests of security, on request from any authorised person, to a search of your outer clothing, bag, vehicle etc. Failure to give such permission may result in disciplinary action up to and including dismissal.

Photography on Site

The use of any form of portable imaging device is prohibited on site.

Exceptions to this prohibition include photographs for legitimate business and social purposes taken by you, visitors or contractors specifically authorised to do so by the person responsible for site security or their nominated deputy.

Business units with specific safety or information security needs may impose more restrictive local policies and these must be adhered to. You should check with your local Security team as to what your requirements are on site.

Non-adherence to this policy will be regarded as a disciplinary matter and may result in disciplinary action up to and including dismissal.

Visitors and Contractors

You should always notify reception or security in advance when you are expecting a visitor. All hosts of visitors and contractors must take responsibility for ensuring that these individuals appropriately sign in and out of the building and are easily identifiable at all times through the wearing of their ID badge.

Suspicious Packages/Mail Security

You will be notified by email or fire alarm in the event of the discovery of a suspicious package. You will be told whether to evacuate the building or site depending on the circumstances.

Do not move or open a suspicious package and inform Security immediately.

Study mail before opening and ensure that if a package “appears” on your workstation or from another department that its origin is traced and sender’s name obtained before opening.

Minimising the Risks Posed by Animal Rights Activists

Novartis aims to minimise the risks posed by animal rights activists and others who may attempt to disrupt the lawful activities carried out on the site. You are also expected to act responsibly to minimise these risks.

Novartis will take measures to:

- minimise the risks to the health, safety and wellbeing of all individuals and others on the site from threats posed by the unlawful acts of individuals, or groups of individuals intent upon disrupting our lawful activities
- use reasonable endeavours to ensure that property and other assets are protected from threats posed by the unlawful acts of individuals or groups of individuals intent upon disrupting our lawful activities.

Intrusion

If there is an intrusion to the site, Security or your site’s nominated person will immediately email managers with detailed instructions. Stay calm

and keep away from visible areas and wait for information to be passed to you via the email system. Do not leave your building, keep all doors locked and securely store away documents. Do not engage in conversation with intruders. As in the above circumstances, if you are a manager who has individuals who are not on the email system, you should devise local plans for communicating this situation to the individuals within your area.

Demonstrations

As with an intrusion, you will be informed by phone and/or email or other means in the event of a demonstration. You must stay within your department, lock doors and wait for further instructions.

Release of Information

- do not leave your name on your voicemail message
- do not answer the phone with your name until you know who is at the other end of the line
- refer any calls asking for information back to the switchboard
- do not be intimidated into disclosing names, numbers or personnel/Company information
- threatening calls of any nature should be reported and as much information gathered as possible and Security informed immediately.

Other Contacts of Dubious Origin Requesting Information:

- requests for information may also come in from other sources such as mail, faxes, email etc. The same precautions should be applied

Do not provide any information about the Company, the site, our activities, associates etc. unless you are sure that the recipient is genuine and that we need to provide such information for legitimate business purposes.

Clear Desks Policy

You are responsible for ensuring that before you leave your work place, you remove any ‘confidential’ or ‘strictly confidential’ data and information from your desks, printers, faxes and copy machines. All confidential data and information should be kept under lock and key. You should ensure whilst not at your work station, that a screen saver is in use and your laptop computers and other hardware devices are locked away when not in use.

All instances of non-compliance should be reported to the Information Security and Risk Management (“ISRM”) Manager. Failure to comply can result in disciplinary action up to and including dismissal.

9.1 Email Policy

You must manage email communications appropriately. Confidential information should be encrypted before sending. Information should not be retained on the email system for longer than 60 days. You must be vigilant about possible security issues, such as incorrect distribution lists, viruses and spam mails.

These Guidelines outline the principles for the proper use of the Novartis email systems.

The Guidelines compliment the Novartis Global Information Management Policy, and compliance with these Guidelines is mandatory for Novartis associates

Personal Use of Electronic Messaging Systems
Novartis electronic messaging systems are to be used for business purposes only. Only use

Instant messaging or other messaging platforms (e.g. SMS, WhatsApp) for non-substantive communications and immediate action messages (e.g. Check voicemail now). The Novartis e-mail account should be used for business purposes only.

Electronic Mail (E-mail) System Access

In some circumstances, and in compliance with data privacy legislation, Novartis may require access to electronic message accounts and your content for operational, legal and security reasons. The Company may, for example, be required to access messages in the following circumstances:

- for the purpose of protecting its networks and to safeguard secure communication;
- on behalf of management where there is a legitimate and urgent business need, such as when you have left the company or is absent and cannot be contacted to obtain permission within an acceptable time frame;
- in the event of actual or suspected misuse of the e-mail system; and
- in connection with an internal inquiry, a lawsuit, government investigation or inquiry, and other legal and regulatory proceedings.

When leaving the Company, you are obliged to make all the business-related e-mails available to the Company.

Footers and Disclaimers

E-mail signature/footers should be appended to e-mails containing your contact details and details of the Company. A disclaimer automatically added to all external outgoing/external e-mails, which is approved by the respective legal department.

Duty of Care

You and externals must use Novartis electronic messaging systems in a responsible and efficient manner.

Inappropriate Use

Inappropriate use of electronic messaging systems can damage the professionalism and your efficiency of and impact the reputation of Novartis. Therefore, you must refrain from participating in any illegal or unethical activity or any activity which



could adversely affect the sender, the recipient, other associates, or Novartis and its associated companies. Please refer to the Information Management Policy and Guideline for specific detail. Inappropriate use of messaging systems includes, but is not limited to:

- sending or forwarding e-mails, pictures, videos or any other materials with libellous, defamatory, derogatory, offensive, disruptive, harassing, indecent, intimidating, discriminatory, racist or obscene remarks for which both you and Novartis and its associated companies can be held liable under Novartis' policies or local laws
- use of Novartis e-mail address for participation in chain letters, social networking sites and broadcast trivia as these invariably occupy company network storage space unnecessarily and are generally a method of acquiring large lists of company e-mail address for "spam" purposes
- sending (strictly) confidential information without encryption
- sending confidential information to unauthorised users or third parties
- sending messages that disclose personal information of colleagues for other than business use without their prior consent
- sending e-mail messages using another person's e-mail account or by altering the sender's identity
- auto-forwarding and forwarding business related e-mails and documents to personal e-mail accounts
- using Internet e-mail accounts for business purposes where security cannot be guaranteed
- generating Internet e-mail addresses with Novartis company names, registered trademarks, brand names and marketed product names in the local part of the e-mail address (before the @ sign, often containing the username)
- using e-mail to advertise, promote or sell a product or service other than Novartis' own products
- sending mass e-mails without appropriate authorisation
- adding websites other than official Novartis sites to the e-mail footer.
- sharing passwords with others.

Reporting

If you learn of any suspected or actual Information Security Incident, you are required to notify your IT Service Desk immediately. Urgent emergency Information Security Incidents should be reported to the Novartis IT Security Operations Center ("SOC"). For more details visit go/securityincident.

If you identify or suspect a technical irregularity such as a computer virus, Trojan, phishing attack or anything similar, the IT ServiceDesk must be immediately informed.

E-mail Retention

E-mail messages created or maintained on Novartis servers are generally regarded by Novartis as temporary (retention period of 60 days). The e-mail archive contained in electronic mail systems must not be used as a repository/ archive for all correspondence rather, it should be used to archive only those e-mails required for working purposes beyond the 60 day cut-off time period.

All designated business records should be retained in accordance with the records retention schedules that can be obtained from your Information Security Risk Management Coordinator. In case of a legal proceeding or investigation, you may receive a Document Preservation Notice requiring preservation of all relevant documents, materials and other evidence relevant to the case. In these cases, standard e-mail processes may no longer be applicable. You must read and follow the instructions provided in any such notice issued by the legal department or by company management. All electronic messages, including e-mails, are considered documents for this purpose and must be preserved in accordance with the preservation notice.

9.2 Use of the Internet Guidelines

These guidelines outline the principles for the proper use of the Internet within Novartis and is based on the Novartis Global Information Management Policy and Guideline and the Securely Managing Novartis Technology Guideline.



When using the Internet, integrity, confidentiality and availability of information are not guaranteed.

Information transmitted over the Internet can be recorded or intercepted and altered or misused by unauthorised or criminal individuals. Therefore, the integrity and authenticity of the information transmitted cannot be guaranteed.

Confidentiality

Unencrypted information transmitted via the Internet may be read by anybody using the Internet, and so confidentiality cannot be guaranteed.

Approved Services

Internet access is only permitted using the standard Novartis Internet access infrastructure and services.

You must only use Novartis provided or supported Information Systems, services and devices to manage Business Information. When in doubt or unsure, Information Users are advised to consult with your manager or IT Service Desk. You must be aware of social engineering and ensure you communicate with the legitimate Novartis IT Service Desk in case IT support is required. Please refer to the Novartis Global

Information Management Policy and Guideline for detailed information.

You must:

- only use Novartis provided or supported websites and web services for the exchange of Novartis Information
- be aware that all communication, storage, exchange, sharing or other forms of collaboration over the internet may be insecure
- be especially careful about using social media platforms and comply with the Novartis Social Media Guidelines for Personal and Business Use
- be cautious when providing Novartis information and contact details to public websites as you can lead to unsolicited emails (spam)
- always be suspicious of any messages or sites that ask for your Personal Information or to download Software or attachments.

You must not:

- use internet services or apps to create, store, share, process or communicate Novartis information, unless explicitly permitted by your IT Service Desk
- download or install Software from the internet

- or other untrusted sources, unless explicitly permitted by your IT Service Desk
- do not download large amounts of data that are non-business related
- access systems that do not provide guest access or for which you do not have authorisation (i.e. hacking)
- send 'confidential' and 'strictly confidential' information over the Internet, unless the information is encrypted with a Novartis approved solution
- use passwords to access the Internet, which are being used for other Novartis systems
- use Internet connections, which do not comply with the Novartis standard.

Failure to comply can result in disciplinary action up to and including dismissal. Such actions may also, in certain circumstances, amount to a criminal offence.

Novartis reserves the right to monitor and analyse Internet traffic and traffic content as it deems necessary. The following information regarding Internet usage is automatically gathered: accessed Web sites, date, time and identity of the user and computer. This information is considered 'confidential' and is stored for three months. Stored information is regularly evaluated anonymously. This is within the limits of the applicable legislation including but not limited to the EU General Data Protection Regulation, UK General Data Protection Regulation and UK Data Protection Act 2018.

9.3 Mobile Phone Policy

Where a mobile is issued to you, it is done so in recognition of a clear business need. On some manufacturing sites in the UK mobile phones are not permitted on site. Please check with local Security.

Please be considerate and either switch your mobile phone off or set it to "silent" when you leave your desk for any period of time. Mobile phones should also be switched off in meetings, seminars and presentations.

The Company's business contract for mobile phones has company-wide pooled fair usage

allowances designed to give us flexibility. It also has significantly higher call and data charges when travelling overseas, particularly outside of Europe. You must therefore be aware of your mobile device usage and ensure appropriate business use so as to avoid incurring excessive costs.

To ensure appropriate business use, user reports detailing high usage are provided monthly to managers who are expected to follow up with the individuals concerned.

Purpose

- The purpose of the UK Mobile Device Policy is to:
- inform you of the Company's policy with respect to Company-issued mobile devices and to provide clear guidance on what is appropriate business use
 - inform you of your responsibilities to responsibly manage your voice, text and data usage for business purposes.

This policy must be read in conjunction with the Protecting Novartis Information Guideline.

Applicability

The UK Mobile Device Policy applies to associates and externals, who have been issued with a UK Company mobile device, mobile phone or smart phone. As well as associates who utilise the Bring Your Own Mobile ("BYOM") option.

Responsible Usage Guidelines

- **Your Company mobile device is provided for business use** and must not be used by anyone else. Personal use should be kept to a minimum (e.g. emergency situations and notification of late return home due to delayed travel). Use of Netflix and other streaming services are not considered business use.
- **Wi-Fi connections should be utilised wherever possible** particularly when downloading data such as emails, app downloads, updates or video calls. If a Wi-Fi connection is not possible then mobile data should be used smartly.
- **Use home Wi-Fi for business use at home.** It is not acceptable to use mobile data unless

- prior agreement has been reached with your manager and IT.
- **You must protect your mobile device**, as you would do for protecting personal valuables, against theft, loss or damage, both on-site and off-site.
- **Usage is monitored and inappropriate use may be subject to an investigation** which could lead to disciplinary action, up to and including dismissal.

Usage Guidelines When Travelling Outside of the UK

When travelling outside of the UK, mobile data roaming must be turned off

- Data usage should be via Wi-Fi connection.
- Use mobile data sparingly where there is a business need for your role or in an emergency.
- Making and receiving calls is still possible but you should keep voice calls short.
- Wi-Fi should be used for video calls and virtual meetings where possible.

Recurring Replacement Mobile Devices

IT monitor requests and trends for recurrence of incidents.

After two reported incidents within a 12 month period, your manager will be notified:

- Novartis may take disciplinary action against you if you exceed two reported incidents within a twelve month period
- all lost, damaged or stolen devices will be replaced with a like for like device.

Details can be found in the Protecting Novartis Information Guideline.

Use While Driving

It is a criminal offence to handle devices such as mobile phones / iPads / laptops whilst driving, this may result in an endorsement on your licence, a substantial fine and/or in some circumstances criminal proceedings.

To minimise distractions and improve your safety and wellbeing, accepting and making calls using hands-free kit whilst driving should also be avoided. Initiate / receive phone calls and programme your satellite navigation system whilst your vehicle is

parked and it is safe to do so.

You are actively discouraged from organising teleconferences when attendees are driving on Company business and you have the authority to decline the call on the grounds of safety.

Associate Responsibility

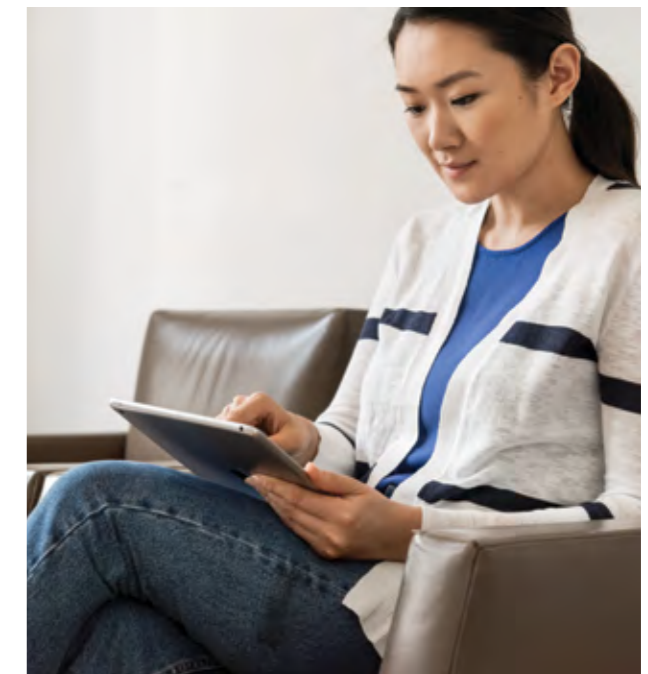
You are expected to read and understand the Protecting Novartis Information Guidelines apply them accordingly, and use the guidelines listed in this policy wherever possible.

Latest Advice

Further advice and tips around responsible use of company mobile devices are available on the One Novartis Service portal, search "mobile device" and select the UK service page.

Laptop Computers

If you lose your laptop you should inform the IT ServiceDesk and your manager immediately. If the loss occurs away from the site then inform the relevant responsible authorities (e.g. police, hotel reception, etc.) and obtain a crime reference number from the police for insurance purposes.



Useful Contact Details

Contact	Details
NBS Internal Line	700700 01276 698100
P&O Services	0845 602 1313 or HROperations.UKandIreland@novartis.com
Novartis Reward Hub	0203 435 7866 go/Rewardhub
Pension helpline	0345 070 8686 E-mail: employerdedicatedteam@landg.com www.legalandgeneral.com/novartisuk
Share plan helpline	00800 4020 0035 or +800 4020 0035
WPA Healthcare helpline	0800 138 1480
ALD Company car helpline	01604 747 154
ARVAL Company car helpline	0370 600 4499
ADP Payroll helpline	0845 520 1600
EAP Care First	0800 174 319
Novartis UK & Ireland Emergency Information Hotline	00800 49 85 62 15
SpeakUp Office	go/Speakup speakup@novartis.com