

# Swiss Association of Pharmaceutical Professionals (SwAPP) Articles of Association

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## **Art. 1 Legal form, registered office**

1. The Swiss Association of Pharmaceutical Professionals (SwAPP) is a non-profit organisation pursuant to Article 60 ff. of the Swiss Code of Civil Law.
2. SwAPP is registered at: c/o Hub Bern AG, Spitalgasse 28, 3011 Bern, Switzerland.

## **Art. 2 Purpose**

1. SwAPP is a professional organisation that represents the common interests of persons active or interested in the field of therapeutic products from Pharmaceutical, Biotech and MedTech companies, contract research organisations, consulting and service providers, academia, healthcare institutions, health or other competent authorities, ethics committees and any other related entity.

SwAPP uses the term “therapeutic products” to refer to both medicinal products and medical devices.

2. Values, mission and objectives:

- a. SwAPP is committed to upholding the following core values, which guide its mission, governance and community engagement: growth, empowerment, connectedness, professionalism, ethics, and innovation.

- b. At SwAPP, we strive to focus on research, development, and the Go-to-Market strategy of therapeutic products, integrating cutting-edge and digital technologies, while enhancing our commitment to ESG (Environmental, Social, and Governance).

- c. SwAPP supports experienced professionals and newcomers in building and maintaining their network and knowledge throughout their career with key resources.

3. To achieve its purpose, SwAPP protects the professional interests of its members by:

- a. supporting their efforts to stay up to date with applicable regulatory requirements and ethical standards, thereby helping them ensure the compliance of therapeutic products for the safety and benefit of patients.

- b. facilitating access to, and dissemination of, state-of-the-art knowledge and expertise, throughout their career.

- c. favouring networking and sharing of experience.

- d. organising and promoting activities such as, but not limited to, educational events, scientific meetings, mentoring and coaching processes and relevant insights to therapeutic products.

- e. encouraging continuous professional development through various approaches, such as the certification of training programs in the field of therapeutic products.

- f. participating in federal consultations related to therapeutic products.

### **Art. 3 Financing**

The association shall be financed by one or more of the following means:

- Membership fees
- Donations and sponsorships from individuals, corporations, or other entities
- Grants from public or private institutions
- Revenues from events and activities organised by the association
- Any other lawful source approved by the Board of Directors

### **Art. 4 Membership**

#### **1. Definition**

A member is a person active in the field of therapeutic products (in accordance with Art. 2, para. 1), and who pays the applicable fee to avail benefits that SwAPP has to offer.

#### **2. Membership categories**

##### **a. Regular Members**

Individuals who meet the criteria outlined in Art. 4 para.1, and do not qualify for any other membership category.

##### **b. Student Members**

Individuals who meet the criteria outlined in Art. 4 para.1, and are enrolled in a degree program, benefit from a reduced rate membership.

##### **c. Unemployed Members**

Unemployed individuals who meet the criteria outlined in Art. 4 para.1 benefit from a reduced rate membership.

##### **d. Retired Members**

Retired individuals who meet the criteria outlined in Art. 4 para.1 benefit from a reduced rate membership.

##### **e. Board of Directors**

The serving members of the Board of Directors belong to a distinct category exempt from membership fees. This benefit is limited to the duration of their term of office.

##### **f. Honorary Members**

Individuals who have rendered outstanding services to SwAPP or to the field of therapeutic products, in line with the association's purpose, may be nominated for honorary membership. This category is exempt from membership fees.

Honorary members are proposed by the Board of Directors and elected by the General Assembly. This distinction is reserved for those who have demonstrated exceptional professional achievements, contributions to the SwAPP community, or long-standing commitment to the advancement of the field.

g. Corporate Members

Legal persons who meet the criteria outlined in Art. 4 para.1 and do not qualify for any other membership category.

h. Non-Profit Organisations

Non-profit legal persons who meet the criteria outlined in Art. 4 para. 1, such as associations, hospitals or academic institutions.

This category is intended to foster collaboration and mutual support between SwAPP and mission-aligned entities.

3. Onboarding process

Membership requests must be submitted following the process described on [swapp.ch](https://swapp.ch). SwAPP reserves the right to request supporting documentation, such as a valid student ID, proof of unemployment, or other relevant evidence, to verify eligibility for specific membership categories or benefits.

4. Membership Fees and Benefits

The membership fees are stipulated each year by the General Assembly, and the associated benefits for each category are approved by the Board of Directors.

5. Voting Rights and Eligibility

Each individual and legal members are entitled to have one (1) vote at the General Assembly. Individual members (Art. 4 para 2, categories a-f) also have the right to stand for election to official functions within the association.

6. Duration and Renewal of Membership

Membership is valid for one calendar year and is renewed automatically upon payment of the annual fee, unless terminated in accordance with Art. 7.

7. Termination of Membership

a. Membership may be terminated by written request, which shall be considered effective as of the first day of the following fiscal year.

b. Membership may be terminated by decision of the Board of Directors in cases of default on a payable invoice, serious misconduct, or actions contrary to the association's purpose.

8. Any other applicable membership terms and conditions are set forth in a separate document made available to members, which is regularly reviewed by the Executive Office and approved by the Board of Directors. This process aims to ensure fairness and adaptability to unforeseen scenarios, while streamlining administrative processes and minimising the risk of non-payment of membership fees.

## **Art. 5 SwAPP Bodies**

1. The bodies of SwAPP are the following:

- a. General Assembly (Governing body)
- b. Board of Directors (Governing body)
- c. Executive Office
- d. Specific Working Groups
- e. Statutory Auditors

2. All the members of SwAPP bodies shall perform their duties with due diligence and in the interest of the association.

## **Art. 6 General Assembly**

1. The General Assembly is the supreme body of SwAPP.
2. The General Assembly shall elect, from its midst, the Board of Directors.
3. If no valid election can be held, the current Board of Directors shall remain in office provisionally until a new General Assembly can be convened.
4. The General Assembly shall elect the Statutory Auditors.
5. The General Assembly shall approve the appointment of the Managing Director.
6. Prior to the commencement of proceedings, the General Assembly shall approve the Chair of the day, the vote counters, and the secretary of the meeting, all of whom shall be proposed by the Board of Directors.
7. An Ordinary General Assembly Meeting shall be held at the earliest opportunity within the fiscal year, and after the issuance of the financial audit report.
8. An Extraordinary General Assembly Meeting is held if the Board of Directors calls for one, or at least a fifth of all members demand one by sending a written statement of the agenda to the Board of Directors.
9. General Assembly Meetings may be held physically, virtually, or in hybrid forms. Participation by videoconference or similar technology is considered equivalent to in-person attendance, including for the purposes of voting.
10. The General Assembly votes on motions submitted by the Board of Directors. It decides annually on membership fees, approves the financial statements, acknowledges the Statutory Auditors' report, and grants discharge to the Board of Directors. The members of the Board of Directors shall abstain from voting on their own discharge.
11. The Board of Directors shall convene the General Assembly in writing, including via electronic mail, at least fourteen (14) days beforehand and shall disclose the agenda to all members. Motions by members to amend or supplement the agenda may only be considered

at the General Assembly if they have been submitted in writing to the Board of Directors at least seven (7) days beforehand.

12. The Board of Directors may decide to accept motions by members to be presented to the General Assembly even if these are received less than seven (7) days prior to the General Assembly Meeting.

13. The General Assembly validly deliberates and adopts resolutions regardless of the number of members present. Decisions are made by open vote and a simple majority of members present or represented, subject to Articles 14 and 15.

14. Voting by proxy is permitted. Each attending member may carry one (1) proxy vote, submitted with a duly signed original proxy form.

15. For elections, an absolute majority is required in the first ballot. In the second ballot, a simple majority suffices.

16. Secret ballots may be requested and shall be approved by a majority vote of the members present.

17. In case of a tie in an election or vote, the outcome shall be determined by a second round of voting conducted by secret ballot. The vote shall take place subsequent to a transparent and substantive exchange of arguments among the members. If the tie persists, the Board of Directors may jointly cast a deciding vote, unless otherwise resolved by consensus or another method agreed upon by the General Assembly.

18. Minutes of the General Assembly shall be recorded and signed by the secretary of the meeting and at least two of the members of the Board of Directors present. The minutes shall be made available to members upon request.

## **Art. 7 Board of Directors, Co-Presidency**

1. SwAPP is represented by a Board of Directors elected by the General Assembly and comprising three (3) to seven (7) members.

2. Unless otherwise collectively decided by the members of the Board of Directors, and/or required by specific circumstances necessitating a limitation, all members of the Board of Directors serve also as Co-Presidents for the duration of their term of office.

3. All members of the Board of Directors shall meet the required professional skills and qualifications, demonstrate the absence of conflict of interest, and be in a position to contribute meaningfully to the development and reputation of SwAPP.

4. The Board of Directors is elected for a tenure of two (2) years; re-election is possible. Members elected during an ongoing term shall serve until the end of the current Board's mandate.

5. The Board of Directors shall constitute itself and appoint its internal roles and responsibilities. Members of the Board of Directors may hold specific roles within other bodies of SwAPP, provided these roles do not create a conflict of interest, nor compromise their ability to fulfil their other duties on the Board of Directors.

6. The Board of Directors shall provide strategic direction for SwAPP, while ensuring that the association stays aligned with its mission and objectives.
7. The Board of Directors has the right and the duty to manage the affairs of the association and to represent it in accordance with the statutes.
8. The Board of Directors is legally accountable for the proper governance, oversight, and compliance with the applicable legal requirements of SwAPP.
9. The Board of Directors shall approve the following:
  - a. appointment of the members of commissions and working groups,
  - b. appointment of Executive Office human resources, such as employees, volunteers, third parties and outsourcing partners,
  - c. concepts for events, activities and any other benefits offered by SwAPP, based on proposals submitted by SwAPP bodies,
  - d. the awarding of SwAPP distinctions such as Diplomas, Certificates, and Awards, based on recommendations of the relevant Body of SwAPP.
10. The Board of Directors shall monitor the execution of the defined strategy by tracking progress and assessing risks of the related initiatives, projects and decisions.
11. The Board of Directors shall decide on all matters not expressly assigned to other bodies.
12. The Board of Directors may delegate specific tasks to one or more individuals or entities acting in an executive capacity, and shall define their responsibilities, competencies, and reporting obligations.
13. The Board of Directors constitutes a quorum if at least half of its members are present, either physically or via electronic means. Resolutions shall be adopted by a simple majority of those participating in the vote.
14. In urgent cases, the Board of Directors may decide by written means, including via electronic messaging services. Resolutions written are valid if all Board members have been invited to participate in them in a verifiable manner and must be documented in an archived record.

## **Art. 8 Executive Office**

1. The Executive Office acts under the strategic direction and oversight of the Board of Directors.
2. It is headed by a Managing Director, who determines its organisation and operations, subject to approval by the Board of Directors, and manages the related resources.
3. To fulfil its oversight and coordination role, the Managing Director shall serve as reviewer for all initiatives and proposals, with responsibility for assessing their viability and operational feasibility.



4. The organisational structure and underlying processes of the Executive Office are defined in the Executive Office Charter, approved and may be amended by the Board of Directors.
5. The Managing Director may attend Board meetings in an advisory (non-voting) capacity, unless otherwise decided by the Board.
6. The Board of Directors defines and adapts the roles and responsibilities of the Executive Office or reconsider its mandate, should circumstances require, through a formal resolution and in consultation with the Managing Director.

### **Art. 9 Specific Working Groups**

1. Specific working groups such as commissions, committees, or any other project- or topic-focused teams, may be established to support the implementation of SwAPP's strategic goals and operational needs.
2. Specific working groups are coordinated by the Executive Office and shall have a clearly defined purpose, scope and timeframe approved by the Board of Directors.
3. The commissions shall constitute themselves and elect a chairperson, unless otherwise decided by the Board.
4. Each commission's internal procedures and responsibilities may be set out in a Commission Charter approved by the Board of Directors.

### **Art. 10 Statutory Auditors**

1. The Board of Directors shall propose or approve the appointment of the Statutory Auditors, ensuring they meet the required professional skills and qualifications, and demonstrate the absence of conflict of interest.
2. The General Assembly shall elect the Statutory Auditors for a tenure of two (2) years. Re-election is permitted. Art. 7, para. 4 applies analogously in this case.
3. The Statutory Auditors consist of two auditors.
4. The Statutory Auditors shall execute a Non-Disclosure Agreement prior to commencing their duties. This agreement must explicitly cover the protection of personal data in accordance with the applicable data privacy laws.
5. The Statutory Auditors operate independently and may not simultaneously serve on any other body of SwAPP except the General Assembly.
6. The Statutory Auditors shall ensure transparency and examine the association's annual financial statements and verify their accuracy and compliance with the applicable statutes, internal processes and legal requirements.
7. The Statutory Auditors shall submit a written report to the General Assembly with their findings and a recommendation regarding approval of the financial statements and discharge of the Board of Directors.

## **Art. 11 Volunteers**

1. SwAPP is a non-profit association and relies on the active involvement of volunteers to fulfil its mission.
2. Volunteers benefit from the opportunity to make a meaningful impact in the community, while developing valuable skills and gaining recognition for their engagement.
3. Volunteers must be members of SwAPP.
4. Volunteers act under the supervision of the Executive Office or, where applicable, the relevant commission. They do not hold legal or decision-making authority on behalf of SwAPP.
5. Volunteer roles and responsibilities may be defined in internal guidelines or agreements.
6. SwAPP shall ensure that the enrollment of volunteers complies with applicable legal and insurance requirements.
7. Employees may, entirely on their own initiative, contribute additional hours beyond their contractual workload to support the organisation. These hours will be considered unpaid voluntary work and will fall under the internal policies and protections applicable to volunteer contributors. Participation in such activities remains optional and shall not be construed as an obligation or expectation tied to the employment contract.

## **Art. 12 Financial year**

1. The financial year of SwAPP corresponds to the calendar year, beginning on January 1 and ending on December 31.
2. The annual financial statements shall be prepared by the Executive Office under the supervision of the Board of Directors and submitted to the Statutory Auditors in time for review before the Ordinary General Assembly.

## **Art. 13 Review of the Articles of Association**

1. A motion for the review of the Articles of Association must be filed either by the Board of Directors or by at least a fifth ( $\frac{1}{5}$ ) of the members in order to be put to the vote; in the latter case, it must be submitted to Co-Presidents in writing at least thirty (30) days prior to the General Assembly.
2. The members must receive notice of the provisions of the Articles of Association to be revised and the motions at the latest with the invitation to the General Assembly.
3. A revision of the Articles of Association requires the approval of at least two-thirds ( $\frac{2}{3}$ ) of the members present or represented at the General Assembly.

## **Art. 14 Dissolution**

1. A motion for the dissolution and liquidation of SwAPP shall follow the same requirements as those for a revision of the Articles of Association (Art. 13, para. 1 and 2). In particular, it shall be submitted in advance and notified to members together with the invitation to the General Assembly.
2. The General Assembly may appoint one or more liquidators to carry out the dissolution process in place of the Board of Directors. In such cases, the mandate of the Board expires upon the formal appointment of the liquidator(s), who assume all legal and administrative responsibilities related to the dissolution. Liquidators may be internal or external individuals, with appropriate fiduciary and legal expertise.
3. If, upon dissolution and after satisfaction of all debts and liabilities, any assets remain, they shall not be distributed among the members of the Association. Instead, such assets shall be transferred to one or more institutions pursuing purposes similar to those of SwAPP (as stated in Art. 2).
4. In the event of dissolution, the profit and capital shall be transferred to another legal entity domiciled in Switzerland and which is exempt from tax for charitable or public benefit status. <sup>(1)</sup>
5. A merger may only take place with another legal entity domiciled in Switzerland, and which is exempt from tax due for charitable or public benefit nature. <sup>(1)</sup>
6. The General Assembly shall decide on the appropriation of SwAPP's remaining assets in accordance with the principles outlined above.

## **Art. 14 Conflict of interest policies and ethical guidelines**

This article applies to all members of all SwAPP bodies and sets forth the principles for identifying, disclosing, and managing conflicts of interest, while promoting ethical conduct.

### **1. Definition**

A conflict of interest arises when an individual's personal, professional, or financial interests may compromise – or appear to compromise – their ability to act in the best interests of SwAPP. This includes but is not limited to financial relationships with entities interacting with SwAPP, personal relationships that may influence decision-making or outside employment or commitments that overlap with SwAPP's mission.

2. All members of all SwAPP bodies shall ensure ethical conduct by acting with integrity, transparency, and professionalism in all association-related activities, and by proactively identifying, disclosing, and managing any conflicts of interest that may arise.

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*1. The English translation refers to the original version in German or French of the form "application for tax exemption" issued by the Tax Administration of the Canton of Bern, as applicable at the date of the present version of the Articles of the Association SwAPP.*

3. The Board of Directors shall assess each case and determine appropriate measures, which may include recusal from decision-making, reassignment of duties or other safeguards.
4. Violations of Art. 14 may result in suspension or termination of membership, dismissal from duties, or other disciplinary actions as deemed appropriate by the Board of Directors.

#### **Art. 15 Final provisions**

1. These Articles of Association were decided and put into effect by the General Assembly of SwAPP on 25 September 2025.
2. They replace the existing Articles of Association of 29 May 2018 in their entirety.
3. Any matters not expressly governed by these Articles shall be subject to the applicable provisions of the Swiss Civil Code (ZGB) and other applicable legal requirements.

#### **Signatories: Members of the Board of Directors**

Name:	Christelle ROBERT	Catherine LEPRIEUR	Ketaki SOOD
Place:	<i>(Data on file)</i>	<i>(Data on file)</i>	<i>(Data on file)</i>
Date:	<i>(Data on file)</i>	<i>(Data on file)</i>	<i>(Data on file)</i>
Signature:	<i>(Data on file)</i>	<i>(Data on file)</i>	<i>(Data on file)</i>

Reviewed and edited by Marie Gaumet, Managing Director, in support of the statutory revision process.