**SAMPLE ANTI-CORRUPTION CONTRACT COMMITMENTS**

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**SIMPLE COMMITMENT**

The [business associate] will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities.

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**COMPREHENSIVE COMMITMENT**

**Prevention of Corruption**

1. The [business associate] will, in relation to the [scope of work under contract]:

a) act honestly and fairly;

b) not offer, give or receive bribes or improper payments, either directly or through any third party;

c) not defraud or deceive anyone or act dishonestly;

d) not participate in any cartel;

e) not make facilitation payments;

f) not offer or accept any gifts, hospitality, entertainment, donations or other benefits that may or are intended to improperly influence a business decision or impair independence or judgement;

g) not participate in any other criminal activity, such as extortion, abuse of power, embezzlement, money laundering, or any similar or equivalent improper act or practice;

h) provide [organisation] with true and accurate information;

i) comply with all applicable anti-corruption laws and regulations;

j) comply with [organisation]’s anti-corruption policy, and with any of [organisation]’s anti-corruption procedures which are notified in writing to the [business associate].

2. The [business associate] confirms that:

a) to the best of its knowledge and belief, neither it, nor any of its owners or directors, nor any of its managers responsible for or participating in the performance of [scope of work under contract]:

i) has been debarred by any organisation from tendering or participating in any project;

ii) has admitted to, been investigated for, or been convicted of, any corruption;

iii) is a director, officer, employee, partner, shareholder, principal, agent or consultant of any government, public sector agency, state owned enterprise, political party [or customer of organisation].

b) if at any time it becomes aware that any of the circumstances in a) are not as it has confirmed, it will notify [organisation] immediately in writing.

**Training**

3. The [business associate] will be required to undertake any relevant anti-corruption training which [organisation] reasonably requires. [Business associate] [Organisation] will be responsible for the costs of any such training.

**Audit**

4. The [business associate] will maintain complete and accurate books and records in relation to the [scope of work under contract]. These will include corporate records, time sheets, work records, supply records, bank statements, accounts, receipts, invoices and other supporting documentation. The [business associate] will retain these books and records for at least [ten] years following the period to which they relate.

5. During the term of this agreement and for a period of [two] years after termination, [organisation] may at any time appoint an auditor (who may be an employee of [organisation] or a third party) to conduct an audit of the books and records of the [business associate] relevant to [scope of work under contract]. [Organisation] may choose that this audit is undertaken:

a) from [organisation]’s office (in which case the [business associate] will send by e-mail, courier or post any copy documentation reasonably requested by [organisation]); and/or

b) at the [business associate]’s office (in which case the [business associate] will make the books and records available to [organisation]’s auditor at the [business associate]’s office, and will provide any copy documentation reasonably requested by [organisation]).

6. The [business associate] will, for the purposes of such audit, provide all reasonable assistance to [organisation]’s auditor.

7. The purpose of the audit will be for [organisation]’s auditor to confirm, as far as practicable, that any payments made by [organisation] to the [business associate] under this agreement have not been used corruptly.

8. The [business associate] will provide [organisation] with a copy of its annual financial statements as soon as they are finalised.

**Investigation**

9. In the event of a breach of any term of this agreement, or of any suspected or actual corruption, the [organisation] may institute an investigation.

10. The [business associate] will provide all reasonable assistance, information and documentation to [organisation] during the course of the investigation.

**Termination**

11. In the event of any breach by [business associate] of clauses [1 to 10], [Organisation] will have the right to terminate this agreement with immediate effect by giving notice to [business associate]

12. The [business associate] will indemnify [organisation] for any liability or loss suffered by [organisation] due to a breach by the [business associate] of clauses [1 to 10].