



1. In carrying out the supply, Supplier hereby undertakes to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment, including:

- 1.1. The 1977 Foreign Corrupt Practices Act of the United States;
- 1.2. The 2010 UK Bribery Act;
- 1.3. The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997.

Supplier undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption.

2. Supplier declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of Veolia do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organisation, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Veolia or to gain any advantage in the conduct of business for Veolia.
3. Supplier further undertakes to ensure that neither Supplier nor any of its legal representatives, directors, employees, agents, sub-contractors and anyone performing services for or on behalf of Veolia under this Agreement has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.
4. Supplier undertakes to retain for an appropriate period following termination of this Agreement, accurate supporting documentation of its compliance with the terms of this clause.
5. Supplier agrees to notify any breach of any term of this clause, to Veolia within a reasonable time.
6. If Veolia notifies Supplier that it has reasonable grounds to believe that Supplier has breached any term of this clause:
 - 6.1 Veolia is entitled to suspend performance of this Agreement without notice for as long as Veolia considers necessary to investigate the relevant conduct without incurring any liability or obligation to Supplier for such suspension;
 - 6.2 Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct.
7. If Supplier breaches any term of this clause:
 - 7.1 Veolia may immediately terminate this Agreement without notice and without incurring any liability.
 - 7.2 Supplier undertakes to indemnify Veolia, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by Veolia arising out of such breach.