

I. Anti-corruption clause

“1.1. In carrying out the terms of this Agreement, the Parties hereby undertake 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:

- the 1977 Foreign Corrupt Practices Act of the United States,
- the 2010 UK Bribery Act,
- the 2016 French anti-corruption law “Sapin”
- Local applicable laws.

The Parties undertake to put in place and implement all necessary and reasonable policies and measures to prevent corruption.

1.2. Supplier/ Subcontractor declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of Veolia pursuant to this Agreement 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 national or 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.

1.3. Supplier/ Subcontractor agrees to notify any breach of any term of this clause, to Veolia within a reasonable time.

1.4. If Veolia notifies Supplier/ Contractor that it has reasonable grounds to believe that XXX has breached any term of this clause:

(a) 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 XXX for such suspension;

(b) Supplier/ Subcontractor is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct.

1.7. If Supplier/ Contractor breaches any term of this clause:

- Veolia may immediately terminate this Agreement without notice and without incurring any liability.

- Supplier/ Contractor 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.