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| **Appendix D**  **Template Anti-Corruption Clauses for Contracts** |

**MANDATORY CLAUSES IN AGREEMENTS WITH NGOs**

**Compliance with Law and Policy**

Recipient is familiar with the Company’s Anti-Corruption Policy (the “Policy”). Recipient agrees that in connection with its activities under this Agreement, neither Recipient nor any agent, affiliate, re-grantee, director, employee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official or political party in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

**Compliance Certifications**

If requested by the Company, Recipient shall deliver a written statement signed by its legal representative, in which it certifies that it understands, is aware of, and has duly complied with the statement above and all applicable anti-corruption laws. During the term of the Agreement, such certification may be requested by the Company on an annual basis, or as otherwise required by the Company.

**Audit Rights**

The Recipient shall keep its books, records, and accounts with sufficient detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets. Recipient agrees that the Company has the right to audit the transactions related to Recipient’s execution of its obligations under this Agreement, or its use of [money, goods, food or services] received under this Agreement, at any time and upon reasonable notice.

**Right to Terminate**

In the event that the Company determines, in its sole discretion, that Recipient has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Company immediately shall have the right to suspend future Donations/Sponsorships and to suspend or terminate the Agreement.

**Government Affiliations**

Recipient represents that it has informed the Company if any of its directors, officers, shareholders, or key persons (individuals who will have a significant role in handling the donation processes of the recipient or involved in daily operations) are government officials. Recipient represents that it has informed the Company of any close family relationships between any of its directors, officers, employees, shareholders, agents, or representatives and any government officials. Recipient agrees to notify the Company if (a) any such close family relationships arise during the term of this Agreement or (b) any director, officer, employee, shareholder, agent, or representative becomes a government official during the term of this Agreement. Close family relationships means parents, siblings, spouses, spousal equivalents, and children.

* ***Additional language to include in “Government Affiliations” clause when Recipient is owned by another entity*:**

Recipient represents that it has informed the Company if any of its directors, officers, shareholders, or key persons (individuals who will have a significant role in handling the donation processes of the recipient or involved in daily operations) of any entity that holds any financial interest in Recipient is a government official. Recipient agrees to notify the Company if any such officer, director, shareholder, or owner becomes a government official during the term of this Agreement.

**Material Change of Business, Management Structure, or Control**

If for any cause or reason, the Recipient proposes to materially change the board, management, or purpose or mission of its nonprofit organization, or has knowledge that its directors or executives have the intention to do so, or its current directors or executives transfer control of the Recipient to a third party or a third party assumes control of the Recipient, the Recipient must notify the Company in writing of the change at least thirty (30) days in advance of such change, or within three (3) business days of obtaining knowledge of the change. In such case, the Recipient may be resubmitted through the due diligence and approval procedure for third-party intermediaries in accordance with the Company’s Anti-Corruption Policy, of which the Recipient declares it is aware. The Company reserves the right to opt for the early termination of the Agreement, at its discretion and free from any liability, based on the results of the new due diligence and approval process.

**Form of Payment**

All payments under this Agreement shall: (i) be made solely by check or wire transfer for the benefit of, and to the account of, Recipient and not to any individual employee or representative of Recipient; (ii) be denominated in [functional currency]; and (iii) not be in cash or bearer instruments.

**Obligation to Provide Information**

Recipient agrees to provide timely information to the Company regarding any changes to the representations made in this Agreement.

**Cooperation with Investigations**

Recipient agrees to provide assistance and cooperation in any investigations related to the use of Donations/Sponsorships received under this Agreement.

**Training**

Recipient agrees that any of Recipient’s employees who will interact with the government will participate in anti-corruption training, if requested by the Company.

**MANDATORY CLAUSES IN AGREEMENTS WITH GOVERNMENT ENTITIES**

**Compliance with Law and Policy**

Recipient is familiar with the Company’s Anti-Corruption Policy (the “Policy”). Recipient agrees that its use of [money, goods, food or services] received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations. Accordingly, Recipient acknowledges and agrees that the [money, goods, food or services] provided under this agreement shall not be used for the personal benefit or enrichment of any government official or any Family Member or Close Business Associate of a government official. Recipient further acknowledges and agrees that in connection with this agreement, it has not received, accepted, or used anything of value in violation of the applicable anti-corruption laws and regulations.

**Right to Terminate**

In the event that the Company determines, in its sole discretion, that Recipient has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Company immediately shall have the right to suspend future Donations/Sponsorships and to suspend or terminate the Agreement.