

ANNEX VIII

BENEFICIARY'S UNDERTAKINGS REGARDING INTEGRITY AND ANTI-CORRUPTION

Name of grant contract signed/to be signed by the Beneficiary and Expertise France (the “**Grant Contract**”): _____

As applicable, the funds “**Donor**”:

☐ Agence Française de Développement

☐ European Union

☐ Other, please specify: _____

Name of the Beneficiary: _____

On behalf of the Beneficiary,

1. We hereby declare that neither we nor any member of our partnership or our suppliers, contractors, consultants or service providers is subject to any of the following:
 - a) Bankruptcy or proceedings relating to bankruptcy, liquidation, safeguarding or cessation of operations, or any similar situation resulting from proceedings of the same nature;
 - b) Or has been the subject of:
 - i. A ruling dated from within the past five years with the force of *res judicata* in the country of implementation of the Grant Contract or in any country of the European Union in respect of a Prohibited Practice as defined in Article 6 below, committed in the context of an award or performance of a tender or contract or in the context of (co)financing by the European Union as a result of any action provided for under Article 136 of the Financial Regulation; in the event of any such ruling, we reserve the right to append additional information to this Integrity Undertaking specifying that said ruling is not relevant to the Grant Contract;
 - ii. Any administrative sanction handed down within the past five years by the European Union or by any competent authority of a member state of the European Union in respect of a Prohibited Practice as defined in Article 6 below, committed in the context of an award or performance of a tender or contract or in the context of (co)financing by the European Union as a result of any action provided for under Article 136 of the Financial Regulation; in the event of any such ruling, we reserve the right to append additional information to this Integrity Undertaking specifying that said ruling is not relevant to the Grant Contract;
 - iii. A ruling dated from within the past five years with the force of *res judicata* in respect of a Prohibited Practice as defined in Article 6.1 below, committed in the context of an award or performance of a contract financed by the Donor;

- iv. Any ruling or sanction covered by a) to c) above, handed down more than five years ago but still with executory force;
 - c) Any termination issued solely due to failings on our part within the past five years as a result of us having committed any serious or persistent breach of our contractual obligations during the performance of a tender or contract, subject to said sanction not currently being contested by us or which has led to a court ruling dismissing said termination solely due to failings on our part;
 - d) Any breach of our obligations to pay taxes in accordance with the legal provisions of the country in which we are established or of the country in which Expertise France is established;
 - e) Any exclusion decision issued by the World Bank or to feature in this regard on the list published at <http://www.worldbank.org/debarr>; in the event of any such exclusion decision, we reserve the right to append additional information to this Integrity Undertaking specifying that said exclusion decision is not relevant to the Grant Contract;
 - f) Or has produced false documents or been found guilty of false declarations when providing documents demanded by Expertise France in the context of this Grant Contract.
- 2. We hereby declare that neither we nor any member of our partnership or our suppliers, contractors, consultants or service providers is confronted by any of the following conflicts of interest:
 - g) Being a shareholder controlling Expertise France or a subsidiary controlled by Expertise France, unless the resultant conflict has been notified to Expertise France and been resolved to its satisfaction;
 - h) Having a business or family relationship with any member of Expertise France's departments who is involved in the Grant Contract, unless the resultant conflict has been notified to Expertise France and been resolved to its satisfaction;
 - i) Controlling or being controlled by another Beneficiary, being under the control of the same company as another Beneficiary, receiving from another Beneficiary or awarding a grant to another Beneficiary, whether directly or indirectly, having the same legal representative as another Beneficiary, directly or indirectly maintaining contacts with another Beneficiary enabling us to have access and provide access to information contained in our respective bids or proposals, or of influencing such bids or proposals or the decisions of Expertise France;
 - j) Having been engaged to provide intellectual services, the nature of which runs the risk of being incompatible with our assignments carried out on behalf of Expertise France.
 - k) Regarding the call for projects procedure of the Grant Contract:
 - i. We have ourselves prepared or have been supported by a consultant who has prepared the specifications, plans, calculations and other documents used in the context of the Grant Contract;
 - ii. We have ourselves, or one of the firms with which we are affiliated, been recruited, or will be recruited, by Expertise France to supervise or audit the Sub-Project within the Grant Contract.

3. We hereby declare that neither we nor any of the shareholders in the implementation of the Action (ie : suppliers, contractors, consultants, service providers) nor any group or entity directly or indirectly benefitting from our financial support via Grant funds, shall feature on any sanctions list adopted by the United Nations, European Union or France, notably in respect of anti-money laundering, counter-financing of terrorism and the undermining of international peace and security¹;
4. We hereby declare,
 - a) That no member of our personnel or management are confronted by any conflict of interest. Without prejudice to its obligations under the Contract, the Beneficiary shall replace, immediately and without compensation from Expertise France, any member of its personnel in any such situation.
 - b) That our personnel are required to recuse themselves from performing any activity or from receiving any benefit that may conflict with our obligations hereunder;
 - c) That we have taken all necessary measures to prevent or bring to a conclusion any situation, notably conflicts of interest, that could compromise the impartial and objective performance of the Grant Contract. Such conflicts of interest may notably be generated by economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
5. We declare not to have committed during the award and performance of the Grant Contract, and undertake not to commit in the future, any Prohibited Practice as defined in the General Policy of Agence Française de Développement on preventing and tackling corruption, fraud, anti-competitive practices, money-laundering and financing of terrorism, available on the website of Agence Française de Développement².
6. If we are public institution or public company, in order to be able to participate in a competitive tender we hereby certify that we enjoy legal and financial autonomy and that we are governed by the rules of company law;
7. We hereby certify that our own funds or our funds invested in the Sub-Project financed by Expertise France have not been sourced illegally, i.e. funds obtained via:
 - a) The commission of any underlying offence as set out in the FATF 40 recommendations under “designated categories of offences”;³ or,

¹For information purposes, Expertise France provides the following references: For lists maintained by the United Nations, the following website may be consulted: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>

For lists maintained by the European Union, the following website may be consulted: <https://www.sanctionsmap.eu>, or https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

For lists maintained by France, the following website may be consulted: <https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs>

² For information purposes only: <https://www.afd.fr/fr/ressources/lutte-contre-la-corruption-politique-generale-du-groupe-afd-2020>

(the link may be changed within the AFD website)

³ http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations_GAFI.pdf

- b) Any act of corruption; or
 - c) In the event of funds being received from the European Union, any fraud against the financial interests of the European Union, defined as any deliberate act or omission with the intention of undermining the budget of the European Union and involving i) the use or presentation of false, inaccurate or incomplete declarations or documents resulting in the misappropriation or illicit retention of funds or any illegal diminution of the resources of the general European Union budget, ii) the non-disclosure of information having the same effect, and iii) the misappropriation of such funds for purposes other than those for which said funds were originally provided.
8. We hereby certify that neither we ourselves nor any member of our partnership or any of our suppliers will acquire or supply goods or take action in sectors subject to embargo implemented by the United Nations, the European Union or France.
9. We undertake to comply with, and shall obtain a similar undertaking from all our suppliers, the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO), conventions of freedom of association and collective bargaining, on the elimination of forced labour, on the elimination of discrimination in employment, on the elimination of child labour and international agreements on environmental protection, in compliance with the laws and regulations applicable in the country of Grant Contract implementation. Furthermore, we undertake to implement mitigation measures against environmental and social risk where stated in the environmental and social management plan provided by Expertise France.
10. We declare that we have internal procedures specifying that neither we, our suppliers, agents or personnel may receive or agree to receive from anyone, or offer or propose to give or procure for any person a present, gratuity, commission or remuneration as an inducement or reward for carrying out or refraining from carrying out any act relating to the performance of the Grant Contract or for favouring or discriminating against any person in relation to the Contract.
11. If we are constituted in the form of an association, in order to prevent the risk of financing terrorism, we undertake to implement measures as recommended by the French Ministry of Europe and Foreign Affairs in its document entitled "Risk of terrorist financing: Good conduct guide for associations", available on its website⁴.
12. In the event of the Project being implemented in a so-called sensitive country⁵, we further undertake to make every effort not to directly or indirectly provide any financial support or other resources to any person or entity that may commit, attempt to commit, encourage, facilitate or participate in Acts of Terrorism, or which has committed, attempted to commit, encouraged, facilitated or participated in any such act; under this subparagraph, "Act of Terrorism" shall

⁴ For information purposes only, without the Beneficiary being able to take any action on the basis of the references provided, the guide issued on 27 January 2015 may be viewed at: <https://www.tresor.economie.gouv.fr/Institutionnel/Niveau3/Pages/13d1cb87-cf27-49ca-ad57-dc2855a2b26e/files/af9b595d-2404-4d95-9e56-2b61e2ed55be>

⁵ According to the Expertise France classification of sensitive countries, accessible at <https://docs.google.com/file/d/1SRXo6kC7DCqw95mGih1RDYqeqGdg5Now/view>

mean: i) any act prohibited under the protocols and conventions of the United Nations on anti-terrorism⁶, or ii) any offence covered by Articles 3 to 10 of Directive (EU) 2017/541 of 15 March 2017 on combatting terrorism, or iii) any other act designed to kill or seriously injure any civilian or other person not directly participating in hostilities in a situation of armed conflict where, due to its nature or context, said act is designed to intimidate a population or force a government or international organisation to carry out or refrain from carrying out any given action.

13. We undertake to notify Expertise France without undue delay, which will notify Agence Française de Développement and the Donor, as applicable, of any change of situation that may occur during the Grant Contract, including any suspicion relating to prohibited situations with regard to points 1 to 12 above, and will take all necessary measures to remedy any change in situation to the satisfaction of Expertise France and, as applicable, the Donor, including by ceasing to use the Grant awarded by Expertise France to finance all or part of the Sub-Project. Expertise France reserves the right to verify that the measures taken are appropriate and may require additional necessary measures to be taken.
14. We ourselves, the members of our partnership, our suppliers, contractors, consultants and service providers hereby authorise Expertise France and/or Agence Française de Développement and, as applicable, the Donor, to conduct investigations, notably to examine the documents and accounting information relating to the award and performance of the Grant Contract and to submit the same for verification to auditors designated by Agence Française de Développement and, as applicable, the Donor.
15. Where a Donor is financing the Project, we hereby acknowledge and accept that the Donor only finances the projects of Expertise France under its own conditions, which are defined in the Financing Agreement by which it is directly or indirectly bound to Expertise France. No legal relationship may exist between the Donor and the Beneficiary. Expertise France designates the entity that provides the funds initially granted by the Donor under the Financing Agreement.

Name: _____ Function: _____

Duly authorised to sign on behalf of: _____

Signature: _____

Date: _____

⁶ The conventions and protocols may be viewed at <http://legal.un.org/ola/FR/Default.aspx>