

## E&C clause

### 1. Compliance with anti-corruption regulations.

- 1.1. The parties undertake, throughout the Agreement, to comply with all national and international laws, regulations and standards relating to the fight against corruption, fraud and other coercive practices. This commitment includes in particular the obligation to comply with all legislation aimed at criminalizing acts of corruption, collusion, influence peddling, misappropriation, illegal taking of interest, embezzlement of public funds, favouritism, or any other breach of probity in the countries in which [the Parties] operate, as well as with all national and international legislation in this area including but not limited to the United Nations Convention against Corruption, the OECD Convention on combating bribery of foreign public officials in international business transactions, and to the extent applicable to the Parties, the United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act, the Law of the French Republic "On Transparency, anti-Corruption and Economic Modernization" (Sapin II Act) and any other [add local laws].
- 1.2. The negotiation and execution of agreements, in connection with and throughout the course of this Agreement, must not give rise to conduct or facts that may be qualified as active or passive corruption, facilitation payments, complicity in influence peddling.
- 1.3. In fulfilling their obligations under this Agreement, the parties shall refrain from soliciting, offering or paying undue remuneration to partners or relations of their partners. They undertake to ensure that all their staff complies with this obligation.
- 1.4. Each Party hereby represents that it has implemented and shall continue to implement policies and procedures to foster compliance with the anti-corruption and anti-bribery laws, business ethics and regulations applicable to it as the parties' codes of conduct<sup>1</sup>. In this respect each party undertakes not to offer any advantage to its partners or prospects (invitations, gifts, others...), in fulfilling their obligations under this Agreement, except for the exchange of promotional gifts of symbolic value, reasonable meals and professional invitations except for during the period outside negotiation and conclusion of the agreement.
- 1.5. The parties undertake not to provide or solicit sensitive or confidential information, in connection with and throughout the course of this Agreement, in order to obtain preferential treatment for themselves or for a third party.

### 2. Establishment of an internal system for the prevention of corruption

- 2.1. The parties agree that, at all times in connection with and throughout the course of this Agreement and thereafter, they will comply with and put into place a set of anticorruption preventive measures inter alia controls relating to prohibition of misconduct, risk mapping, compliance trainings, third-party due diligence, whistleblowing mechanisms, and accounting controls in accordance with the requirements of national and international laws and regulations. This system is adapted to the size and organization of each party. This system will also have to adapt to changes in the regulations referred

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<sup>1</sup> *To keep in the contract as a footnote*

Groupe ADP Code of Conduct is published on its website in various languages [Code of conduct English 2023 \(cld.bz\)](#).

to in [Article 1] "Compliance with anti-corruption regulations of this clause "Compliance with the regulations relating to the fight against corruption".

- 2.2. The parties undertake to maintain this system without suspension for the entire duration of the Agreement.

### **3. Obligation to provide information**

- 3.1. Throughout the performance of this Agreement, the parties undertake to demonstrate complete transparency by immediately informing the other party by registered letter with acknowledgment of receipt of the occurrence of one of the following situations: conviction of the company, one of its employees or representatives for acts of corruption, influence peddling, misappropriation, illegal taking of an interest, embezzlement of public funds, favoritism, fraud, collusion, coercive practices or any other breach of probity unless it is contrary to the data protection laws, rules of prosecution non-disclosure and other privacy laws and regulations applicable to the Parties.
- 3.2. Each party undertakes, at first request, to provide the other party with its code of conduct and/or its E&C program or a written statement explaining the E&C rules applicable to the Party.
- 3.3. The parties may request from each other information regarding topics covered by their respective codes of conduct, E&C rules mentioned in their policies, or the counterparty's activity strictly relevant to this Agreement.
- 3.4. Each party undertakes to inform its employees by all means of the ways of using its own alert system or anonymous reporting tool and protection due to them in order to manifest any misconduct or violations within the frame of this Agreement<sup>2</sup>.
- 3.5. The parties undertake to ensure that their suppliers and sub-contractors comply with the principles set out in this clause.

### **4. Sanctions and restrictive measures**

- 4.1. The Parties shall not undertake and shall procure that their respective affiliates, employees, suppliers, agents and sub-contractors shall not, directly or indirectly through their representatives, or any person authorized to act on their behalf, and in connection with this Agreement, undertake any activity:
  - (a) that would have the effect of causing a violation of the applicable sanctions laws or regulations, including but without limitation, international sanctions established by the United Nations ("UN"), debarment sanctions decisions of the World Bank Group ("WBG"), restrictive measures of the European Union ("EU"), regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR") and other applicable laws or regulations that restrict, limit, or prohibit transactions with a foreign government, entity, person, or country or with any person or entity that owns the foregoing ("Sanctions Regulations");
  - (b) the object or effect of which is to circumvent prohibitions in the applicable Sanctions Regulations.

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<sup>2</sup> Groupe ADP also enables anonymous reporting of misconduct or violations through [Ethics and Compliance at Groupe ADP](#).

*[Link to the counterparty's whistleblowing hotline]*

Prior to entering into any agreement with its respective suppliers, agents or subcontractors each party shall perform appropriate due diligence to ensure that they are not involved in any activity that meets the above criteria, in connection with this agreement.

- 4.2. The Parties, as of the signature date of this Agreement commit that they comply with applicable export-control regulations in their trade with any third party.
- 4.3. In case of new regulation modifying the nature of the sanction and designating one of the Parties to the Agreement or their respective affiliates, agents, employees, suppliers, or subcontractors, the sanctioned Party shall immediately notify the other Party of this designation and inform her of the impact of such regulation on the execution of the Agreement. In the frame of implementation of new regulation, the other Party is free to exercise its right to terminate the Agreement immediately.
- 4.4. The parties, as of the signature date and throughout the performance of this Agreement, commit that they comply with applicable export-control regulations in their trade with any third party and have put in place or will put in place a necessary mechanism to provide and require information on the classification of their products and supplies, on the end-use, destination and end-user of their products or services in the event of any activity falling under export-control regulations. Required export licenses shall be obtained prior to supplying goods or services subject to export control restrictions, in accordance with applicable rules. In case the authorizations are not granted, the parties shall inform each other of the impossibility to supply.

## **5. No re-export to Russia and Belarus**

- 5.1. The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or for Belarus or for use in these countries any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Council Regulation (EC) No 765/2006 including the re-export or use of the transferred intellectual property rights such as know-how.
- 5.2. The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers. In this regard, the [Importer/Buyer] undertakes to take the necessary steps to ensure that it is not involved in any activity contrary to paragraph 5.1 and to establish the necessary controls and checks to detect any behaviour by third parties further down the commercial chain.
- 5.3. The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs 5.1 or 5.2, including any relevant activities by third parties that could frustrate the purpose of paragraph 5.1. and make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraphs 5.1 and 5.2 within two weeks following a simple request of such information.

## **6. Corporate social responsibility**

- 6.1. The Parties undertake to comply with applicable employment equality rules including, but not limited to International Labor Organization (ILO) conventions related to forced labor (as defined in the Conventions C29 and C105), child labor (as defined in the Conventions C138 and C182) and equal opportunity and treatment (as defined in the Convention C111), employment of persons with disabilities (as defined in the Convention C159) and other competent organizations' rules, legislations. The Parties pledge to respect the fundamental rights of their employees, enshrined in the Universal Declaration of Human Rights and in the Ten Principles of the UN Global.

- 6.2. The Parties undertake to prevent serious violations of human rights and fundamental freedoms, to protect the health and safety of individuals and the environment as provided for in CSR charter enclosed and article L. 225-102-4 of the French Commercial Code, introduced by the Potier Act on July 12, 2017 and by the CSR Charter<sup>3</sup>

[NB: Only for France-based entities]

## 7. Termination option

In the cases referred above, and/or in the event of failure to comply with the obligations set out in the anti-corruption clauses above, [please write the name of the Legal entity] may terminate this Agreement for fault under the conditions provided for in Article [xx - Termination for fault], it being understood that all amounts contractually due at the time of suspension or termination of this Agreement will remain payable, as far as permitted by applicable law.

[NB: Termination provisions can be rendered mutual]

## 8. Controls and audits

[NB: For Suppliers and Service Providers this clause is mandatory. For other types of counterparties, audit clause is optional and shall be added according to the scope and nature of the contract in agreement with the relevant Legal and Insurance Department.]

The [Name of the Legal entity], declares and represents to [please write the name of the Legal entity] that in connection with this contract, it will keep accurate books, accounts, records, and invoices and agrees that [please write the name of the Legal entity] can proceed, with the assistance of outside auditors if it deems necessary and after reasonable notice with an audit all the [Name of the Legal entity]'s books, accounts, records, invoices and accompanying documentation for compliance with applicable anti-corruption laws and regulations.

## 9. Subcontracting

[NB: Optional clause to be added in case of sub-contracting]

9.1. The Parties agree:

- a) to perform the necessary level of ethics and compliance due diligence vis-à-vis every service provider and subcontractor they might hire separately or together, in relation to the Agreement and to hire only a service provider or subcontractor whose assessment results indicate that it does not carry a risk in terms of ethics and compliance in particular corruption,
- b) to conclude a written contract with the said service provider and subcontractor before relations with them: the agreement must include a termination clause for misconduct if the service provider or subcontractor fails to comply with anti-bribery regulations or become a sanctioned actor
- c) to immediately inform the other Party of the conclusion of the subcontract and of the use of subcontractors
- d) to respect the goals set in their respective ethics and compliance programs (including but not limited to the implementation of compliance control mechanisms of service providers and subcontractors).

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<sup>3</sup> The CSR Charter is available on the following website: [Suppliers and purchasing policies - Groupe ADP - Paris Aéroport \(parisaeroport.fr\)](https://www.parisaeroport.fr/en/paris-aeroport/paris-aeroport-policies)

9.2. Sub-contractor shall be solely responsible to comply with all international and national laws, regulations and rules with respect to the development and operation of the Agreement.