

India Integrity Pact

1. Seller shall: (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention"), the India Prevention of Corruption Act or other anti-corruption/anti-bribery convention, including but not limited to the obligation to the Government of India to prevent corruption as contained in the Defence Acquisition Procedure (DAP) and/or the Defence Procurement Manual; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.
2. Seller shall take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process for Buyer's prime contract, and during any Buyer's pre-prime contract or post-prime contract stage in order to secure Buyer's prime contract or in furtherance to secure it and in particular commits itself to the following:
 - (i) Seller will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any government official connected directly or indirectly with the bidding process, or to any person, organization or third party related to this Contract or Buyer's prime contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of this Contract or Buyer's prime contract . Seller shall disclose any such bribe, gift, consideration, reward, favor benefit advantage, commission, fee, or inducement it has made, is committed to, or intends to make in connection with the Contract or Buyer's prime contract;
 - (ii) Seller further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any government official or otherwise in procuring this Contract or Buyer's prime contract] or forbearing to do or having done any act in relation to the obtaining or execution of this Contract, Buyer's prime contract, or any other Contract with Buyer and/or Buyer's customer or showing or forbearing to show favor or disfavor to any person in relation to this Contract, Buyer's prime contract , or any other Contract with Buyer and/or Buyer's customer; and
 - (iii) Seller will not collude with other parties interested in this Contract or Buyer's prime contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of this Contract or Buyer's prime contract.

Seller shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer or Buyer's customers, including Buyer's customer, as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. Seller also undertakes to exercise due and adequate care lest any such information is divulged.

Seller shall not instigate or cause to instigate any third person to commit any of the actions mentioned in this Subsection 2.

Seller shall have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

2. Independent Contractor:

Seller is an independent contractor fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney in fact for Buyer. Directors, officers, agents, representatives, consultants, subcontractors, employees and affiliates of Seller (collectively, "Seller's Affiliates") shall not be considered, directors, officers, agents, representatives, consultants, subcontractors, employees or affiliates of Buyer and neither Seller nor Seller's Affiliates may make or sign or purport to make or sign sales orders or contracts or other instruments in the name of Buyer, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind Buyer, or market, sponsor or promote any product or service on behalf of Buyer. Seller shall not have the authority to accept service of legal process for or on behalf of Buyer. Seller shall be solely responsible for the actions of Seller's Affiliates. In no event shall Buyer be held liable or accountable for any obligations incurred by Seller or Seller's Affiliates and Seller shall indemnify and hold Buyer harmless against any such liability or accountability. Seller agrees at all times to comply with all legal, fiscal and commercial obligations, which are required of Seller in its capacity as an independent contractor.

3. Indemnification:

Seller shall indemnify and hold harmless Buyer for the amount of any loss suffered by Buyer and any penalty imposed on Buyer by the Government of India as a result on Seller's breach of any provision hereof.

4. Termination / Cancellation for Default:

Seller's breach of any provision of this clause shall be grounds for cancellation of this contract under the Cancellation for Default and/or Termination/Cancellation Articles of this contract.