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| 1. [Third Party] acknowledges receipt of the ‘Prevention of Corruption – Third Party Guidelines’ and agrees to perform its obligations under the Agreement in accordance with the principles set out therein. |
| 2. [Third Party] shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the [Third Party] conducts business with GSK. |
| 3. GSK shall be entitled to terminate this Agreement immediately on written notice to the [Third Party], if [Third Party] fails to perform its obligations in accordance with this Clause [X]. [Third Party] shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause [X]. To the extent (and only to the extent) that the laws of the territory provide for any such compensation to be paid to [Third Party] upon the termination of this Agreement, [Third Party] hereby expressly agrees to waive (to the extent possible under the laws of the territory) or to repay to GSK any such compensation or indemnity. |

**PREVENTION OF CORRUPTION – THIRD PARTY GUIDELINES**

The GSK Anti-Bribery and Corruption Policy (POL-GSK-007) requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. POL-GSK-007 requires all GSK employees and any third party acting for or on behalf of GSK to ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

**Corrupt Payments** – GSK employees and any third party acting for or on behalf of GSK, shall not, directly or indirectly, promise, authorise, ratify or offer to make or make any “payments” of “anything of value” (as defined in the glossary section) to any individual (or at the request of any individual) including a “government official” (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the company in obtaining or retaining business.

**Government Officials –** Although GSK´s policy prohibits payments by GSK or third parties acting for or on its behalf to any individual, private or public, as a “quid pro quo” for business, due to the existence of specific anticorruption laws in the countries where we operate, this policy is particularly applicable to “payments” of “anything of value” (as defined in the glossary section), or at the request of, “government officials” (as defined in the glossary section).

**Facilitating Payments** – For the avoidance of doubt, facilitating payments (otherwise known as “greasing payments” and defined as payments to an individual to secure or expedite the performance of a routine government action by government officials) are no exception to the general rule and therefore prohibited.

**GLOSSARY**

The terms defined herein should be construed broadly to give effect to the letter and spirit of the ABAC Policy. GSK is committed to the highest ethical standards of business dealings and any acts that create the appearance of promising, offering, giving or authorising payments prohibited by this policy will not be tolerated.

**Anything of Value:** this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

**Payments:** this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.

**Government Official** shall mean:

* Any officer or employee of a government or any department, agency or instrument of a government;
* Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government;
* Any officer or employee of a company or business owned in whole or part by a government;
* Any officer or employee of a public international organisation such as the World Bank or United Nations;
* Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or
* Any candidate for political office