

**Model Compliance Clauses for CRO Agreements  
(to supplement standard contract clauses)**

CRO, by and through \_\_\_\_\_[Name], \_\_\_\_\_[Position], hereby agrees and affirms:

1. CRO agrees that it, and each of its direct or indirect owners or other financial interest holders (“Owners”); directors; employees; and any person or entity used by CRO to perform services related to this Agreement on its behalf, including any wholly owned subsidiaries, subcontractors, franchisees, joint ventures, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, joint venture partners, or other similar business relationships (“Service Providers”) has not and will not, in connection with any transactions related to this Agreement or any other work for [ABC Legal Entity in market]. or any of its local subsidiaries or affiliates (“ABC”), make, offer, or promise to make or transfer any payment or anything of value, directly or indirectly, to any Government Official,<sup>1</sup> or to any third party for payment to any Government Official, to improperly obtain, retain, or direct business or secure an improper advantage (collectively, “Improper Conduct”) or take any other action, directly or indirectly, to violate any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business (collectively, the “Legislation”).
2. CRO affirms that it and each of its Owners and Service Providers working for it, or on its behalf, in connection with any transactions related to this Agreement or any other work for ABC, are knowledgeable regarding their obligations under the Legislation and their obligation to not engage in Improper Conduct, and have taken appropriate steps to ensure compliance with those obligations. CRO agrees that should it or any of its Owners or Service Providers, learn of, or suspect, any act or circumstance, whether in connection with performance of this Agreement or its other activities, that may constitute Improper Conduct, or that may violate the Legislation or this Agreement, it will immediately advise a member of the legal department of ABC in writing of such knowledge or suspicion. CRO further agrees to complete a compliance certification (Exhibit \_\_) by an authorized officer, at least annually at the request of ABC.
3. CRO affirms that it maintains a comprehensive anti-corruption program as of the date of this Agreement that meets international standards that is applicable to all persons and entities over which it has direct ownership or control.
4. CRO affirms that none of its Owners or directors and, to its knowledge, none of its Service Providers or the employees of its Service Providers is a Government Official or a relative, by blood, marriage, or otherwise,<sup>2</sup> of such an official or that it has fully described any such relationship in writing to ABC (attached to this Agreement). In the event that during the term of this Agreement there is a change in the information provided by CRO pursuant to this paragraph, CRO agrees to make immediate disclosure to Group Compliance of ABC in writing. For purposes of this agreement, this clause shall be referred to as the “Government Official Relationship Clause.”
5. CRO agrees that payments to it by ABC shall: (i) be made to it directly, not to third parties; (ii) be made by check or wire transfer only, and that no requests for cash payments shall be accepted; and (iii) be made in the country where CRO performed the work for which it is being compensated or in the country of CRO’s principal place of business.
6. CRO shall not assign its rights or obligations under this Agreement to any other party, without the express prior written approval of ABC.
7. CRO shall not utilize or employ any Service Provider that will, or is likely to, directly or indirectly assist ABC with interactions with Government Officials without the prior written consent of ABC.

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<sup>1</sup> For purposes of this Agreement, “Government Official” means the following: officers and employees of any national, regional, local, or other government, any private person acting in an official capacity for or on behalf of any such governmental entity (such as a consultant retained by a government agency), officers and employees of companies in which a government owns an interest, candidates for political office at any level, political parties and their officials, and officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).

<sup>2</sup> For purposes of this Agreement, this includes the following: spouse, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in law, daughters- and sons-in-law, sisters-and brothers-in-law, and anyone (other than domestic employees) who shares a home with the individual.

8. CRO affirms that before utilizing or employing any Service Provider, of which CRO does not have direct ownership or control, that will, or is likely to, directly or indirectly assist ABC with interactions with Government Officials ("Government Interacting Service Provider"), such party shall be subjected to CRO's due diligence review process. CRO agrees to provide ABC reasonable access to the results of the due diligence upon request. ABC reserves the right to reject the use of such Government Interacting Service Provider based on the results of the due diligence after due consultation with CRO.
9. CRO affirms that where the use of a Government Interacting Service Provider is approved by ABC according to sections 7 and 8 of this Agreement, the Government Interacting Service Provider will be required to operate its business in a manner consistent with CRO's compliance policies and procedures, including the prohibition of Improper Conduct or any violation of the Legislation.
10. CRO agrees to provide or cause to be provided compliance training to all Government Interacting Service Providers on the same basis, with the same frequency, and using similar content to train employees of CRO.
11. CRO agrees to obtain the prior written approval of ABC before it or any of its Service Providers incur any travel, entertainment, or other expenses for, on behalf of, or related to any Government Official in the performance of this Agreement [and that it will be reimbursed by ABC only if such prior written approval is provided by ABC and CRO retains and provides accurate detailed records and supporting documentation for such expenses.]
12. CRO agrees to keep, and cause the Service Providers that it controls ("CRO Entities") to keep, accurate books, accounts, and records. ABC shall be allowed reasonable access to CRO Entities' books, accounts, and records relevant to CRO Entities' performance under this Agreement, and shall have the right to audit those books, accounts, and records and may use third parties, such as external audit firms, to assist in any such audit. CRO and CRO Entities agree to cooperate fully in any such audit.
13. CRO agrees that it shall perform routine monitoring and auditing of its employees and Service Providers to ensure that employees and Service Providers have not engaged in any Improper Conduct nor in any violation of the Legislation.
14. CRO agrees that if, as a consequence of this routine monitoring or auditing or otherwise, it learns of, or suspects, any act or circumstance relating to any employee or Service Provider, whether in connection with the performance of this Agreement with ABC or any other activities that may constitute Improper Conduct or that may violate the Legislation or this Agreement, CRO will immediately advise a member of Group Compliance of ABC in writing of such knowledge or suspicion. ABC reserves the right to require CRO to prohibit the employee or Service Provider from performing any work related to this Agreement based on such knowledge or suspicion after due consultation with CRO.
15. CRO agrees that any information relating to this Agreement may be disclosed at any time and for any reason to any government authority whomsoever ABC determines has a legitimate need for such information.
16. In addition to any other termination provisions in this Agreement, ABC may terminate this Agreement immediately by written notice for cause for the following circumstances: (i) fraud or misrepresentation with respect to the entering into and/or the performance of this Agreement; (ii) a change in the information contained in the Government Official Relationship Clause of this Agreement; (iii) failure to complete any required annual compliance certification as required by this Agreement; or (iv) circumstances causing ABC to believe, in good faith, that CRO or any of its Owners, employees, or Service Providers, has engaged in illegal conduct or unethical business practices, including any Improper Conduct, or any violations of the Legislation, whether in connection with performance of this Agreement or otherwise. In the event the Agreement is terminated by ABC under this clause, ABC may suspend or withhold any payments to CRO, including payments for services previously performed. ABC will not be liable for any claims, losses, or damages arising from or related to failure by CRO to comply with the Legislation or this Agreement or related to the termination of this Agreement under this clause, and CRO will indemnify and hold ABC harmless against any such claims, losses, or damages.

Exhibit \_\_\_\_

Annual Compliance Certification

I, \_\_\_\_\_, \_\_\_\_\_ [POSITION] of \_\_\_\_\_ ("CRO"), declares and states:

1. I represent and certify that CRO and each of its direct or indirect owners or other financial interest holders ("Owners"), directors, employees, and every other person working for it, or on its behalf ("Intermediaries"), have not, in connection with any transactions related to this Agreement or any other work for ABC made, offered or promised to make, or transferred any payment or anything of value, directly or indirectly, to any Government Official, or to any third party for payment to any Government Official, to improperly obtain, retain, or direct business or secure an improper advantage (collectively, "Improper Conduct") or taken any other action, directly or indirectly, to violate any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business (collectively, the "Legislation"). For purposes of this certification, "Government Official" means the following: officers and employees of any national, regional, local, or other government, any private person acting in an official capacity for or on behalf of any such governmental entity (such as a consultant retained by a government agency), officers and employees of companies in which a government owns an interest, candidates for political office at any level, political parties and their officials, and officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).
2. I represent and certify that CRO and each of its Owners and directors, and each of its employees and Intermediaries working for it, or on its behalf, in connection with any transactions related to this Agreement or any other work for ABC, are knowledgeable regarding their obligations under the Legislation and their obligation to not engage in Improper Conduct, and have taken appropriate steps to ensure compliance with those obligations.
3. I represent that CRO has maintained, supported, and operated its compliance program in an effective manner.
4. I represent and certify that neither CRO, nor any of its Owners and directors, nor, to its knowledge, any of its employees or Intermediaries, is a Government Official or a relative, by blood, marriage, or otherwise, of such an official or that it has fully described any such relationship in writing to ABC.
5. I represent and certify that all expenses and other payments of CRO and its Intermediaries are accurate and supported by detailed records and do not violate the Legislation or the Agreement and that CRO keeps accurate books, accounts, and records.
6. I certify that CRO and each of its Owners, directors, employees, and Intermediaries will not engage in Improper Conduct, and will abide by the Legislation and this Agreement.
7. I certify that if CRO or any of its Owners, directors, or employees should learn of, or suspect, any act or circumstance that may involve Improper Conduct, or may violate the Legislation or this Agreement, or of any change that causes this Certification to no longer be true, they will immediately advise a member of Group Compliance of ABC.
8. I declare that the foregoing statements are true and correct.

\_\_\_\_\_ CRO

Dated: \_\_\_\_\_