A. INTRODUCTION

The American Bar Association ("ABA") sponsors a broad array of international programs designed to foster the development of the rule of law, including programs that improve legal infrastructure capability to expose and prosecute instances of bribery and corruption. The business environment can sometimes present significant challenges to our ability to conduct operations with integrity and in a manner that exemplifies the legal norms we are advocating. As an organization dedicated to the rule of law, we strive to conduct our business according to the highest standards of ethical conduct and to avoid even the appearance of impropriety in the actions of our Employees, Members, Contractors, and Vendors.1

The Foreign Corrupt Practices Act ("FCPA") and other similar anti-bribery laws were enacted to provide enforcement mechanisms to assist the U.S. and other governments in prosecuting individuals and organizations that facilitate bribery and corruption. The heavy penalties for violating the FCPA reflect the serious damage that bribery and corruption have on the legal, economic, and political landscape of a country. The ABA’s FCPA and Anti-Bribery Policy (the “Policy”) reiterates the ABA’s commitment to integrity in all that we do and our zero tolerance for bribery and corruption.

The Policy provides guidance intended to prevent corruption and bribery in ABA operations, and informs the ABA’s Employees, Members, Contractors, and Vendors that those who violate the FCPA expose themselves and the ABA to exceedingly high penalties and costs. Individuals face up to five years’ imprisonment for each violation of the FCPA. The ABA may be fined up to $2 million for each violation, individuals as much as $100,000. Under the Alternative Fines Act, all criminal fines, including those imposed under the FCPA, may be increased to twice the gain obtained by reason of the offense or twice the loss to any other person. The ABA and the individual(s) may also be subject to prosecution under other applicable anti-corruption laws, including those of the host nation, and suffer the collateral consequences of exclusion or debarment from all federal grant programs.

Although the financial and criminal sanctions are high, the collateral impact on the ABA’s name and reputation represent an even more significant and damaging risk in light of the

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1 Capitalized terms shall have the meanings set forth herein in the definitions in Section C or Section I.
ABA’s purpose in advancing the rule of law and, more specifically, its involvement in programs aimed at exposing corruption worldwide. Accordingly, the ABA has instituted this Policy.

B. APPLICABILITY

This Policy is applicable to all ABA operations, both domestic and international. It applies to all Employees, Members, Contractors (independent contractors, special consultants, and volunteers), and, when providing products or services to the ABA, to Vendors of the ABA.

C. POLICY

It is the absolute policy of the ABA that Employees, Members, Contractors, and Vendors may not engage in any conduct that Violates the FCPA or any Other Anti-Bribery Law. Briefly stated, it is a violation of the FCPA for any individual, while acting for or on behalf of the ABA, to offer or give Anything of Value to a Foreign Official with a Corrupt Motive in order to obtain a business advantage for the benefit of any person. The ABA must also comply with the Other Anti-Bribery Laws of the numerous host countries where the ABA operates which generally prohibit improper payments to individuals regardless of their connection to government. The key terms under the FCPA and the concept of Other Anti-Bribery Laws are defined and described below.

Key Definitions:

To “Violate the FCPA” means, while acting for or on behalf of the ABA, to make:

1. a payment, offer, authorization, or promise to pay money or Anything of Value;
2. to a Foreign Official, or to any other person, knowing that the payment or promise will be passed on to a Foreign Official;
3. with a Corrupt Motive;
4. for the purpose of:
   (a) influencing any act or decision of that person,
   (b) inducing such person to do or omit any action in violation of his lawful duty,
   (c) securing an improper advantage, or
   (d) inducing such person to use his influence to affect or influence an official act or decision;
5. in order to assist in obtaining or retaining business for or with, or directing any business to, any person.

“Anything of Value” means the offer or the giving of anything of “value.” Items of “value” have a meaning much broader than the obvious cash bribe or kickback and can include, for example, the following:
1. Gifts (see Section G)
2. Travel, meals, lodging, entertainment, gift cards
3. Loans and other transactions that are not the product of arm’s length negotiations
4. Charitable donations to third-party organizations.

Note that “Anything of Value” includes those items offered or provided to immediate family members and other persons with close personal relationships to a Foreign Official, such as significant others.

“Corrupt Motive” means an intent to wrongfully influence the recipient. The term has been interpreted to mean that the motive requires a consciousness of wrongdoing. However, willful blindness, which has been described as a “head in the sand” approach, including ignoring “red flags”, satisfies the “corrupt motive” requirement.

“Foreign Official” The FCPA broadly defines the term “foreign official” to include:
1. Officers or employees of a foreign government or any department, agency or instrumentality thereof;
2. Officers or employees of a company or business owned in whole or in part by a government (“state owned or controlled enterprises” or “instrumentalities”);
3. Officers or employees of a Public International Organization (such as the United Nations, World Bank or the European Union) (see Exh. B hereto);
4. Foreign political parties or officials thereof; or
5. Candidates for political office.

“Other Anti-Bribery Law(s)” A violation of Other Anti-Bribery Law means to engage in conduct that violates any applicable anti-bribery or anti-corruption law (other than the FCPA) such as those in place in a foreign country where the ABA operates or which are otherwise applicable due to, for example, funding that originates from a specific country.

In this regard, it is important to recognize that, although a violation of the FCPA must involve a connection with a Foreign Official (i.e., an employee of the government, public international organization, or state-owned entity), this requirement is unique to the FCPA. The anti-bribery laws of all other countries do not have a comparable counterpart requiring a connection between the bribery and a Foreign Official. For example, the UK Bribery Act (2010) prohibits both commercial and public bribery and imposes liability on both the payor of the bribe and the recipient, even if both are private individuals. Moreover, U.S. prosecutors are using the Travel Act (18 U.S.C. § 1952) to penalize individuals who engage in commercial bribery activity overseas that does not have a connection to a Foreign Official. The Travel Act criminalizes the use of “the mail or any facility in interstate or foreign commerce” with the intent to “facilitate the promotion, management, establishment or carrying on of an unlawful activity.” “Unlawful activity” includes “bribery . . . in violation of the laws of the state in which [such bribery is] committed or of the United States.” The U.S. does not have a federal commercial bribery statute,
but almost all states do, and a majority of those statutes set a low bar, outlawing any benefit intended to influence conduct. Any telephone call, mail, wire transfer, or travel qualifies as interstate or foreign commerce, rendering the potential application of the Travel Act similar in scope to that of the UK Bribery Act.

D. DOCUMENTING FINANCIAL TRANSACTIONS

The ABA has instituted policies and procedures for documenting, reviewing, and processing financial Transactions for all its operations, including those for its overseas programs. To ensure compliance with the FCPA and Other Anti-Bribery Laws, ABA policy requires that all Employees, Members, Contractors and, as applicable, Vendors, abide by all applicable policies and procedures, including, but not limited to, this Policy, the Contract Policy, the Business Conduct Standards, Field Financial Operations Manual (FFOM), and Local Office Policy Manual (LOPM), along with any other policy documents or provisions incorporated within these and other applicable ABA policies. Compliance with such policies will help ensure that all ABA Transactions are proper and documented in an appropriate manner, thereby facilitating review by ABA Financial Services, the Office of General Counsel, or any governmental authority which may have a right of inspection and enforcement.

Transactions that involve a Foreign Official must be executed with acute attention. All Transactions involving Foreign Officials must: (1) be recorded accurately, detailing the purpose, date, description and amount of the expenditure; (2) must be documented with receipts; and, if applicable, (3) comply with the requirements under Section G concerning Gifts to Foreign Officials. Note that the terms of a grant may also require specific notification and/or preapproval from the funder before providing Anything of Value to a Foreign Official.

Vendors are required to comply with the Business Conduct Standards and the requirements set forth in their contractual provisions, including compliance with all applicable federal laws and regulations and the Anti-Bribery Provision (attached hereto as Exh. C), which provision must be included in all contracts for which goods or services are provided in a location outside the United States. Recent U.S. enforcement actions demonstrate that the greatest risk of FCPA or Other Anti-Bribery Law violations often resides with outside third-party agents, Vendors, or “suppliers” who supply goods and services.

E. IDENTIFYING FCPA “RED FLAGS”: NOTIFICATION OBLIGATIONS

Certain situations or circumstances may arise which indicate a potential violation of the FCPA. The following “red flags” are a representative list of the types of Transactions that may suggest a potential violation. Employees, Members, Contractors, and Vendors should always be alert to signs that suggest a Transaction appears “wrong”. If you identify a “red flag” and the facts and circumstances surrounding a particular Transaction create a reasonable suspicion of a violation of this Policy, you must immediately notify one of the offices in Section F. If you are in doubt or have questions, contact the Anti-Bribery Compliance Officer identified in Section F.
1. **Payments greater than “normal”**. These may be finders’ fees, agents’ fees or payments for goods or services which are more than customary or normal.

2. **Third-party payments**. Payments of money to persons outside the normal scope of the transaction. Such a transaction includes payments made to accounts or persons outside the host country. There may be reasonable explanations and lawful reasons for making third-party payments, but such reasons must be documented and approved by the Anti-Bribery Compliance Officer before such payments are made.

3. **Large bonuses**. Although not inherently illegal, large bonuses which are success-based require careful scrutiny because the recipient of such a bonus may be tempted to share a portion of the bonus with a government official (or other individual) if the government official (or any individual) agrees to exercise his/her influence to advance a business purpose for the ABA (or any other third party).

4. **Over-invoicing**. Invoices which are “padded”, higher than normal, or inadequately documented as to products or services delivered or received compared to typical prices charged or paid can be a sign that money is being siphoned for inappropriate uses. In addition to posing an auditing concern, such invoices can be a sign of bribery/corruption problems as well.

5. **Lack of standard invoices**. Abbreviated, “customized” or non-industry standard invoices can be an indication of efforts to hide or disguise payments for unauthorized purposes.

6. **Unusual credits granted to new customers**. Pre-payments, extensions of credit and cash advances to new and unfamiliar customers must be avoided unless they can be determined to be legitimate. Such conditions are sometimes a sign that money must be placed in the hands of local officials (or another individual) before action can be completed.

7. **Cash transactions or checks drawn to “cash”**. Any transaction that is not adequately documented as to its true commercial purpose could indicate a bribery/corruption problem. Carefully, clearly and accurately document all payments to or from ABA Contractors and Vendors. This requirement is especially important when transactions are made in cash.

8. **Rejection of Anti-Bribery Provisions**. The ABA will require all Vendors and Contractors to agree to an Anti-Bribery Provision as approved and amended from time to time by the Office of the General Counsel. To the extent a Contractor or Vendor rejects or asks for a substantial modification of this provision, such actions are red flags.

9. **Recommendation by a government official (or any other individual)**. Government officials (and other individuals) need not demand a bribe directly in order to create potential FCPA or Other Anti-Bribery Law liability for an organization or individual. Instead of
demanding a bribe outright, a government official (or another individual) who is not a potential customer, but exercises authority over a transaction, may suggest that a particular third party be hired as a consultant or in some other capacity. Numerous enforcement actions have arisen from payments to third parties at the request of foreign government officials or another individual. Accordingly, any organization or individual doing business in a foreign country must be cautious when a government official (or any other individual) suggests in any way that a particular third party be paid or hired.

Example: A Foreign Official politely requests that, for a $500 donation to a “very worthwhile charity,” the official will expedite the processing of your registration. This is a red flag and you may not agree to such a request.

If any questionable payments are being sought or suggested, or you are in doubt about the propriety of a payment, contact the ABA’s Anti-Bribery Compliance Officer for guidance.

F. DUTY TO NOTIFY AND COOPERATE

When there is any circumstance or event that reasonably indicates an improper action in violation of this Policy has occurred or will likely occur, all Members, Employees, Contractors, and Vendors have an affirmative obligation, promptly after becoming aware of such circumstance or event, to notify the appropriate offices identified in this Policy.

Employees who violate this Policy, who order another to violate this Policy, or who knowingly permit a subordinate to violate this Policy, will be subject to appropriate disciplinary action, including and up to termination of employment. Members who violate this Policy may be subject to expulsion from the ABA. Contractors and Vendors who violate this Policy are subject to termination of the business and contract relationship. If a violation is also a violation of the FCPA or Other Anti-Bribery Laws, such conduct will be reported to appropriate disciplinary entities and law enforcement.

Reporting Suspected Violations: When there is any circumstance or event that reasonably indicates an improper action in violation of this Policy has occurred or will likely occur, report such incidents to any one or more of these offices: (1) Anti-Bribery Compliance Officer; (2) the ABA EthicsPoint telephone hotline at 1-800-536-6783 or on the web at www.ethicspoint.com; (3) one or more individual members of the Ethics Office; or (4) any attorney in the ABA’s Office of General Counsel (phone 312-988-5214). Reports may be submitted anonymously.

To facilitate compliance and address questions and issues that may arise under this Policy, contact: Kevin Y. Pak, Office of General Counsel who has been appointed the ABA’s Anti-Bribery Compliance Officer.

Kevin Y. Pak
321 N. Clark Street
Remember, when in doubt, the best course of action is to Notify and seek guidance before you engage in, or authorize, conduct that reasonably indicates an improper action in violation of this Policy.

**Duty to Cooperate:** The ABA may at times undertake a more detailed review of certain Transactions. As part of these reviews, the ABA requires all Employees, Members, Contractors and Vendors to cooperate with the ABA and/or its designated representatives, outside legal counsel, outside auditors or other similar parties. The ABA views failure to cooperate in an internal review or investigation as a breach of an individual’s obligation to the ABA, and will deal with this failure severely and in accordance with ABA policy and any local laws or regulations. Failure to cooperate could also result in termination of employment or termination of other business/contractual relationships with the ABA.

### G. SPECIAL CONSIDERATIONS FOR CERTAIN TYPES OF TRANSACTIONS

**Transactions with Individuals That Have a Bona Fide Connection to ABA Business:**

The FCPA provides that it shall not constitute a violation of the statute if it can be established that the provision in question constituted “a reasonable and bona fide expenditure, such as travel and lodging expenses,” and that it was “directly related to: (1) the promotion, demonstration, or explanation of products or services; or (2) the execution or performance of a contract with a foreign government or agency thereof.” The key concepts here are “reasonableness” and a connection to ABA business. For example, providing an individual a reasonable honorarium and modest transportation to and from the venue of the speaking engagement would be permissible. The honorarium is reasonable if it is consistent with the pay to other speakers at the same event. On the other hand, providing first class tickets to an individual to come to the U.S. to visit historic sites in Washington D.C. would be neither reasonable nor have a reasonable connection to ABA business.

**Gifts:** It is generally permissible to present certain kinds of low-value ($100 or less), non-cash, tangible gifts for ceremonial, hospitality, or diplomatic types of events or occasions when such gifts are a matter of long-established cultural tradition, are provided for in an open and transparent manner, and are not being offered for any impermissible purpose (“Gifts”). Such Gifts must be based on building good will and sound working relationships and must not be intended to gain any improper advantage or treatment. *If the ABA has a matter in which a decision from the governmental department or any other entity is pending (such as a grant, registration, tax, license, or other application), gifts of any value (unless such gifts are de minimis (see definition below)) to an employee or representative of that governmental*
Authorized Gifts to Individuals Must be Documented on a Gift Log: With the exception of De Minimis Gifts, ABA Members, Employees, and authorized Contractors may provide Gifts to individuals without prior approval from the Anti-Bribery Compliance Officer if the Gift:

1. is not cash or a cash equivalent (such as gift cards);
2. has both an acquisition cost and retail market value that is $100 USD or less; and,
3. is documented on a log substantially in the form as shown in Exh. D attached hereto ("Gift Log") which contains:
   a. a description of the item provided to the individual;
   b. the value of the item;
   c. the date the item was given;
   d. the individual’s name, position and, if applicable, the associated governmental entity;
   e. the purpose of the Gift; and,
   f. a signature by the provider (or the appropriate individual who is best capable of making the certification on behalf of the provider) certifying that the Gift:
      i. will not be paid from grant funds;
      ii. will not be provided for an improper purpose; and,
      iii. is permissible under the regulations of the receiving governmental entity and the laws of the host country.

For the ABA’s Rule of Law programs overseas, the head of the local overseas office, generally the “Country Director”, must provide this certification and signature.

De Minimis Gifts: Gifts qualify as de minimis when such gifts have a fair market value and acquisition costs of $25 or less, are non-cash or cash equivalents (gift cards), and otherwise are not provided for an improper purpose (i.e. to influence the decision of the recipient).
Common examples of De Minimis Gifts are ABA pens, mugs, and other small ABA mementos. De Minimis Gifts need not be entered into the Gift Log.

Each entity must record all Gifts that meet the foregoing criteria on a Gift Log and must provide a copy of the log on an annual basis to the Anti-Bribery Compliance Officer by a date as set by such officer.

If an item offered or intended to be offered to an individual does not meet the requirements set forth herein, the provider must obtain written approval from the Anti-Bribery Compliance Officer prior to the giving of the item. Vendors are not authorized to provide Anything of Value to a Foreign Official or any individual on behalf of the ABA.
Grease Payments: Payments related to the facilitation of routine governmental actions, ordinarily and commonly performed by a Foreign Official, so-called “grease payments,” may not violate the FCPA under certain circumstances, but must be closely scrutinized and authorized in advance. Examples of routine administrative tasks, which may entail the payment of a permissible fee, include: obtaining licenses, provision of common governmental services, such as telephone service, mail pickup, and processing official papers, such as visa applications or work orders. Because this determination is dependent on the facts of each case and because such an exception is generally not available under Other Anti-Bribery Laws, you must notify and obtain written permission from the Anti-Bribery Compliance Officer before you make any such facilitation or “grease payments”.

Pre-approved Transactions: Transactions that are pre-approved by the ABA’s Office of General Counsel or Anti-Bribery Compliance Officer do not violate this Policy.

H. TRAINING

Every Employee, Member or Contractor working in or responsible for management and oversight of ABA programs outside the United States (whether working overseas or monitoring the international work from any U.S. or other location) must sign and return the Certification (Exh. A attached hereto) attesting to the individual’s review and understanding of this Policy. These individuals must complete training on the Policy on a biannual basis. All Contractors and Vendors must agree to the Anti-Bribery Provision (attached hereto as Exh. C), which provision must be included in all contracts where goods or services are provided outside the U.S.

I. DEFINITIONS

The Policy as set forth above is governed by the Definitions in Section C and as defined below.

“ABA” means the American Bar Association, an Illinois not-for-profit corporation, including its representative offices in foreign countries.

“Anti-Bribery Provision” means the contractual provision, as approved by the ABA’s Office of General Counsel and amended from time to time, prohibiting parties that contract with the ABA from violating the FCPA or Other Anti-Bribery Laws. A copy of the current provision is attached hereto as Exh. C.

“Anti-Bribery Compliance Officer” means the individual in the Office of General Counsel who is appointed to fulfill this duty and oversee compliance under this Policy.

“Business Conduct Standards” means the policy by the same name as adopted by the ABA’s Board of Governors and as amended from time to time.
“Contract Policy” means the policy by the same name as issued by the ABA’s Office of General Counsel and as amended from time to time.

“Contractor” means consultants, special consultants, volunteers, and other contractors hired on an individual basis by the ABA.

“Corrupt Motive” means an intent to wrongfully influence the recipient. The term has been interpreted to mean that “corruption” requires a consciousness of wrongdoing. However, willful blindness (“head in the sand” including ignoring “red flags”) satisfies the “corrupt motive” requirement.

“De Minimis Gifts” mean gifts that have a fair market value and acquisition costs of $25 or less, are non-cash or cash equivalents (gift cards), and otherwise are not provided for an improper purpose (i.e., to influence the decision of the recipient). Common examples of De Minimis Gifts are ABA pens, mugs, and other small ABA mementos. De Minimis Gifts need not be entered into the Gift Log.

“Effective Date” is the effective date of this policy as identified on the first page header and as amended from time to time.

“Employee” means an employee of the ABA.

“Ethics Office” means the office by the same name under the Business Conduct Standards comprised of the Chief Human Resources Officer; Director, Internal Audit; and General Counsel.


“Field Financial Operations Manual” means the policy by the same name governing the processing of transactions in the ABA’s overseas office as issued by ABA Financial Services, as amended from time to time.

“Foreign Official” means “any officer or employee of a foreign government or any department, agency, or instrumentality thereof, including managers of state-owned institutions, or of a public international organization [see definition herein], or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for on behalf of any such public international organization.”

“Gifts” that may be permissible under this Policy mean those certain kinds of low-value, non-cash (may not be gift cards) tangible gifts for ceremonial, hospitality, or diplomatic types of events or occasions when such gifts are: a matter of long-established cultural tradition, provided for in an open and transparent manner, and not being offered for any impermissible purpose. Both the retail value and the acquisition cost of the Gift must also: (1) be $100 or less; and (2)
not be cash or a cash equivalent, such as gift cards. Gifts must be logged in a template substantially similar to Exh. D hereto, certified and signed by an authorized person, and otherwise comply with the requirements set forth in Section G. De Minimis Gifts are also permissible and need not be entered into the Gift Log.

“Local Office Policy Manual” means the policy by the same name governing the policies of the overseas programs under the ABA’s Rule of Law Initiative. These manuals are intended to be tailored to the operational necessities and the laws of each country where the ABA operates.

“Member” means any member or associate of the ABA as such terms are defined by the ABA’s Constitution and Bylaws.

“Notify” means to contact any of the following: (1) the ABA EthicsPoint telephone hotline or website, (2) an attorney in the ABA’s Office of General Counsel, or (3) the Anti-Bribery Compliance Officer.

“Public International Organization” means an organization in which the United States participates pursuant to any treaty or under the authority of any Act of Congress authorizing such participation or making an appropriation for such participation, and which shall have been designated by the President through appropriate Executive Order as being entitled to enjoy the privileges, exemptions, and immunities” under Section 1 of the International Organizations Immunities Act (22 U.S.C. § 288). For a list of these organizations as of the Effective Date, see Exh. B, attached hereto.

“Transaction” is any exchange where parties undertake an exchange of goods, services, or favors for the provision of Anything of Value.

“Vendor” means businesses (as opposed to individuals), including organizations acting as subgrantees, and companies and other third-party entities engaged by the ABA to provide goods or services.
EXHIBIT A

Certification

Name: 
Title: 
Department: 
Location: 
Supervisor: 

I have received and read a copy of the ABA’s Foreign Corrupt Practices Act and Anti-Bribery Policy. I am familiar with and understand the Policy and related procedures contained therein. I understand the provisions of the FCPA and the consequences of its violation. I also understand the Policy prohibits any activity that violates the FCPA and Other Anti-Bribery Laws and I agree to abide by the Policy. I also understand that if I have any questions, I know where a copy of the Policy is located and to whom I should refer such questions should they arise. I further understand my affirmative obligations to report and to cooperate in investigations related to this Policy.

_____________________________                          __________________
Signature                                                                   Date

_____________________________
Printed Name
EXHIBIT B

List of Public International Organizations
Qualifying as a “Foreign Official” under the FCPA
[Organizations that have been designated by Executive Order pursuant to
22 U.S.C. § 288
as may be amended by publication in the Federal Register]

African Development Bank
African Development Fund
African Union
Asian Development Bank
Border Environment Cooperation Commission
Caribbean Organization
Commission for Environmental Cooperation
Commission for Labor Cooperation
Commission for the Study of Alternatives to the Panama Canal
Customs Cooperation Council
Council of Europe in Respect of the Group of States Against Corruption
European Bank for Reconstruction and Development
European Space Agency [formerly European Space Research Organization (ESRO)],
Food and Agriculture Organization
Global Fund To Fight AIDS, Tuberculosis and Malaria
Great Lakes Fishery Commission
Hong Kong Economic and Trade Offices
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agricultural Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultative Organization
International Atomic Energy Agency
International Bank for Reconstruction and Development (World Bank)
International Boundary and Water Commission, United States and Mexico
International Centre for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Committee of the Red Cross
International Cotton Advisory Committee
International Cotton Institute
International Criminal Police Organization (INTERPOL)
International Development Association
International Development Law Institute
International Fertilizer Development Center
International Finance Corporation
International Food Policy Research Institute
International Fund for Agricultural Development
International Hydrographic Bureau
International Joint Commission--United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund
International Pacific Halibut Commission
International Secretariat for Volunteer Service
International Telecommunication Union
International Telecommunications Satellite Organization (INTELSAT)
International Union for Conservation of Nature and Natural Resources
International Wheat Advisory Committee (International Wheat Council)
Interparliamentary Union
ITER International Fusion Energy Organization
Israel-United States Binational Industrial Research and Development Foundation
Korean Peninsula Energy Development Organization
Multinational Force and Observers
Multilateral Investment Guarantee Agency
North American Development Bank
North Pacific Anadromous Fish Commission
North Pacific Marine Science Organization
Organization for European Economic Cooperation (now known as the Organization for Economic Cooperation and Development)
Organization for the Prohibition of Chemical Weapons
Organization of American States (includes Pan American Union)
Organization of Eastern Caribbean States
Pacific Salmon Commission
Pan American Health Organization (includes Pan American Sanitary Bureau)
Preparatory Commission of the International Atomic Energy Agency
Provisional Intergovernmental Committee for the Movement of Migrants from Europe (now known as the Intergovernmental Committee for European Migration)
South Pacific Commission
United International Bureau for the Protection of Intellectual Property (BIRPI)
United Nations
United Nations Educational, Scientific, and Cultural Organization
United Nations Industrial Development Organization
United States-Mexico Border Health Commission
Universal Postal Union
World Health Organization
World Intellectual Property Organization
World Meteorological Organization
World Tourism Organization
World Trade Organization
EXHIBIT C

Anti-Bribery Provision
(to be included in all contracts for goods and services rendered overseas)

In compliance with the ABA’s Business Conduct Standards and any other applicable ABA policy as may be adopted from time to time, Contractor [Note: “Contractor” may need to be edited as necessary to parallel the classification in the agreement – e.g. Special Consultant, Subgrantee, Vendor] agrees to strictly comply with the Foreign Corrupt Practices Act (15 U.S.C. § 78 dd-2, et seq.) (“FCPA”) and Other Anti-Bribery Laws and affirmatively warrants that Contractor, acting on behalf of the ABA, will not provide Anything of Value, or offer to provide Anything of Value, to any foreign government official, including a party official or manager of a state-owned concern, or to any other person, knowing that the payment or promise will be passed on to a Foreign Official, with the purpose of corruptly: (a) influencing any act or decision of that person, (b) inducing such person to do or omit any action in violation of his lawful duty, (c) securing an improper advantage, or (d) inducing such person to use his or her influence to affect an official act or decision, in order to assist in obtaining or retaining business for or with the ABA, or directing any business to, any person. Contractor understands and also agrees to strictly comply with Other Anti-Bribery Laws which prohibit any type of bribery irrespective whether there is or is not a connection to a Foreign Official. Contractor agrees it is under an affirmative obligation to notify the ABA in the event it has any reasonable suspicion that it or any third party utilized by Contractor may be in violation of the FCPA or any Other Anti-Bribery Laws. Contractor agrees to cooperate in any investigations related to this provision by the ABA or any governmental entity. Subject to and to the extent permitted by applicable law, Contractor agrees that in the event the ABA or any governmental or regulatory entity reasonably determines that Contractor has violated this provision, Contractor will return all payments made under this Agreement to the ABA within seven business days. The Contractor agrees to indemnify and hold the ABA harmless, including for attorney fees and costs, for any and all claims arising out of its breach, or asserted breach, of this provision.
## EXHIBIT D

### Gift Log Template

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Value of Gift in USD ($)</th>
<th>Date Gift provided to Individual</th>
<th>Individual’s Name, Title, and Name of Business/Governmental Entity</th>
<th>Purpose of Gift</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>By your signature you are certifying that to the best of your knowledge, the Gift will a) not be paid from grant funds b) not be provided for an improper purpose and c) is permissible under the: (i) regulations of the receiving governmental entity; and (ii) laws of the host country.</td>
</tr>
</tbody>
</table>

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2 See Definition of “Gift” in the ABA Foreign Corrupt Practices Act and Anti-Bribery Policy as amended from time to time.

3 Both the retail value and the acquisition cost of the Gift must (1) be $100 or less (2) NOT be cash or cash equivalent, such as gift cards.

4 The signatory may be the provider of the Gift or the person that is best capable of providing the certification on behalf of the provider. For ROLI, the signatory must be the head of the overseas office, generally the country director.