

Service Contract

BETWEEN

Transparency International e.V. (Secretariat),
Alt Moabit 96,
D-10559 Berlin, Germany,
(hereinafter referred to as "**TI-S**")

AND

Transparency International España
C/ Fortuny 53, 28010, Madrid, España.
info@transparencia.org.es
(hereinafter referred to as "**The Partner**")

(hereinafter jointly referred to as '**the Parties**')

Title of the Project to be carried out under this Service Contract:

"Preparatory action – Capacity building, programmatic development and communication in the context of the fight against money laundering and financial crimes"

(hereinafter referred to as '**preparatory action**')

BACKGROUND

This Service contract is part of preparatory action for "Capacity building, programmatic development and communication in the context of the fight against money laundering and financial crimes". The preparatory action is being performed under a contract with the European Union represented by the European Commission (hereinafter referred to as the "Project") in accordance with the details specified in the Service Contract (FISMA/2020/OP/0005) of 22 December 2020. The contractors are Transparency International Secretariat (TI-S) as lead, as well as Tax Justice Network (TJN), Transcrime – Università Cattolica del Sacro Cuore (Transcrime – UCSC) and the Government Transparency Institute (GTI).

1. PURPOSE AND SCOPE OF THE CONTRACT

- 1.1 The purpose of this Service Contract is to facilitate the implementation of the *preparatory action* through the provision of funding. The Parties agree to work together closely in order to achieve the agreed results set out in the Terms of Reference of attached hereto as Annex I.
- 1.2 The following Annexes form integral parts of the Contract and must be treated as such when determining type and scope of the duties of the Parties:

Annex I Terms of Reference

Annex II Additional Provisions

- 1.3 Specific outputs, activities and delivery timetables are specified in **Annex I**.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Parties shall perform and complete all obligations and responsibilities as determined in Annex I - Terms of Reference.
- 2.2 TI-S shall be responsible for transferring the agreed amount to the Partner as per Article 10 of this Contract.
- 2.3 TI-S shall be responsible for providing technical support, which shall include monitoring of progress against obligations and activities set out in Annex I. TI-S will make available to the Partner planning and reporting templates required for monitoring and reporting purposes. The responsibility for the financial management of the approved funds remains with the Partner.
- 2.4 Through the implementation of this project, the Partner commits to achieving the outputs and complying with the deadlines in accordance with Annex I, Terms of Reference.
- 2.5 The Partner shall implement the agreed activities set out in Annex I with the requisite care, efficiency, transparency, and diligence in compliance with this Contract, keeping TI-S informed of any delays in implementation.
- 2.6 During the Performance Period, and at all times in performing this service contract, the Chapter must comply with all terms of the main service contract with the European Union, and terms implied in that service contract, to the extent that they apply to and have been communicated to the Chapter. In the case of Governmental Head Donors this includes all legislation and regulations of the relevant country related to the Head Donor governing such service contracts and the administration and management, expenditure and activities of or under them.

3. COORDINATION AND COMMUNICATION

The following persons have been designated as contact person for any correspondence between the Parties in relation to this Service Contract:

TI-S

Aram Khaghaghordyan
Project Manager, Civil Society Advancing Beneficial Ownership Transparency
Alt Moabit 96, 10559 Berlin, Germany
akhaghaghordyan@transparency.org
+4930343820464

The Partner

Transparency International España
C/Fortuny 53, 28010, Madrid, España.
presidencia@transparencia.org.es, info@transparencia.org.es
+34 91 700 41 00

4. DATA PROTECTION

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- 4.1 The Partner to the extent it deals with personal data for the purpose of conducting the Activity, agrees to:
- (a) comply with the European Privacy Principles stated in the General Data Protection Regulation (GDPR), including:
 - (i) to use or disclose personal data only for the purposes of this Activity;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal data from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) comply with the requirements of GDPR regarding the disclosure of personal data to an overseas Partner;
 - (b) not do any act, or engage in any practice, that would – if done or engaged in breach the GDPR ;
 - (c) comply with any reasonable request or direction of TI-S in relation to access to, or handling of, personal information;
 - (d) immediately notify TI-S if it becomes aware of a breach or possible breach of any obligations referred to in the Article 2 of this Contract and
 - (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in the Article 2 of this Contract and notify TI-S of that investigation and outcome.
 - (f) The personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory; the data shall only be held in data centres located with the territory of the European Union and the European Economic Area.
- 4.2 The Partner agrees to indemnify TI-S in respect of any loss, liability or expense suffered or incurred by TI-S, which arises directly or indirectly from a breach by the Partner of any obligations referred to in this Article.

5. CONFIDENTIALITY

- 5.1 The Parties must treat with confidentiality any information or documents, in any format, disclosed in writing or orally relating to this Contract and identified in writing as confidential.
- 5.2 Each Party must:
- (a) Not use confidential information or documents for any purpose other than to perform its obligations under this Contract without the prior written agreement of the other party;
 - (b) Ensure the protection of such confidential information or documents with the same level of protection as its own confidential information and in any case with due diligence;
 - (c) Not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.
- 5.3 The confidentiality obligations set out in this Article are binding on the Parties and for as long as the information or documents remain confidential unless:
- (a) The disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
 - (b) The confidential information or documents become public through other means than a breach of the confidentiality obligation;

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(c) The applicable law requires the disclosure of the confidential information or documents.

- 5.4 The Partner must comply with this Article. This Contract is a document that proves the Partner's commitment. The Partner must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of this Contract, a commitment that they will comply with this Article.

6. PROCUREMENT

- 6.1 The Partner shall follow its own procurement guidelines and procedures in securing the supply of goods, works, or services for the delivery of the project.
- 6.2 The Partner's procurement guidelines shall be in line with generally accepted procurement practices and adhere to the principles of openness, transparency, fairness, non-discrimination, proportionality, accountability and value for money. The Partner is required to ensure that suitably qualified contractors are chosen without bias and that the best value for money is obtained, with the full transparency appropriate to the use of public funds.
- 6.3 If requested by TI-S, the Partner shall provide TI-S with all necessary information, such as relevant documents on decisions and actions taken, including details and copies of awarded contracts. TI-S may at any time conduct special audits of procurement processes carried out in relation to this Contract.

7. LIABILITY AND SPECIAL PROVISIONS

- 7.1 The Partner shall be liable for any and all damages to persons, property or any financial loss caused by the Partner or any third party, hired by the Partner, in the performance of the obligations under this Contract.
- 7.2 The Partner shall ensure that every contract with a third party contains a clause that any limitation or exclusion of liability to the Partner's benefit also applies to limit or exclude TI-S's liability.
- 7.3 The Partner shall be liable for any and all damages caused by any other kind of legal action resulting from the implementation of this Contract.
- 7.4 TI-S shall not accept any responsibility or liability for any claims, debts, demands, damage or loss arising from the implementation of this Contract.

8. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 8.1 TI-S acquires irrevocably worldwide ownership of the results of the activities based on this Contract and of all intellectual property rights, without prejudice however to the rules applying to pre-existing rights on pre-existing materials, as per Articles 8.2, 8.3 of this Contract.

The intellectual property rights so acquired include all rights, such as copyright and other intellectual or industrial property rights, to any of the results and in all technological solutions and information created or produced by the Partner in performance of the Contract. TI-S may exploit and use the acquired rights as stipulated in this Contract. TI-S acquired all the rights as from the moment the Partner has created the results.

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The payment of the price includes any fees payable to the Partner about acquisition of ownership of rights by TI-S including for all modes of exploitation and of use of the results.

- 8.2 Unless provided otherwise, TI-S does not acquire ownership of pre-existing rights under this contract.

The Partner licenses the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to TI-S, who may use the pre-existing materials for all the modes of exploitation set out in this Contract. Unless otherwise agreed, the licence is non-transferable and cannot be sub-licensed, except as provided hereafter:

- (a) the pre-existing rights can be sub-licensed by TI-S to persons and entities working for it or cooperating with it, including contractors and subcontractors, whether legal or natural persons, but only for the purpose of their mission for TI-S;
- (b) if the result is a “document” such as a report or a study, and it is meant to be published, the existence of pre-existing materials in the result may not prevent the publication of the document, its translation or its “reuse”, it being understood however that the “reuse” may only be made of the result as a whole and not of the pre-existing materials taken separately from the result; for the sake of this provision, “reuse” and “document” have the meaning given by the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU).

All pre-existing rights are licensed to TI-S from the moment the results are delivered and approved by TI-S.

The licensing of pre-existing rights to TI-S under this Contract covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in this Contract is deemed to also include any fees payable to the Partner in relation to the licensing of pre-existing rights to TI-S, including all forms of exploitation and of use of the results.

Where implementation of the Contract requires that the Partner uses pre-existing materials belonging to TI-S, TI-S may request that the Partner signs an adequate licence agreement. Such use by the Partner will not entail any transfer of rights to the Partner and is limited to the needs of this Contract.

- 8.3 TI-S acquires the following exclusive rights:

- (a) Reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (b) Communication to the public: the exclusive right to authorize or prohibit any form of distribution of results or of copies of the results;
- (c) Distribution: the exclusive right to authorize or prohibit any form of distribution of results or copies of the results to the public, by sale or otherwise;
- (d) Rental: the exclusive right to authorise or prohibit any modification of the results;
- (e) Translation: the exclusive right to authorize or prohibit any modification of the results;
- (f) Translation: the exclusive right to authorise or prohibit any translation, adaption, arrangement, creation of derivative works based on the results, and any other alteration of the results, subject to the respect of moral rights of authors, where applicable;
- (g) Where the results are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit

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- the reutilization of all or a substantial part of the contents of the database by distribution of copies, by renting, by on-line or other forms of transmission;
- (h) Where the results are or include a patentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;
 - (i) Where the results are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter which could be registered as a trademark and to further exploit and use it;
 - (j) Where the results are or include know-how: the right to use such know-how as is necessary to make use of the results to the full extent provided for by this Contract, and the right to make it available to contractors or subcontractors acting on behalf of TI-S, subject to their signing of adequate confidentiality undertakings where necessary;
 - (k) Where the results are documents:
 - (i) The right to authorise the reuse of the documents in conformity with Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, "reuse" and "document" have the meaning given to them by this Decision;
 - (ii) The right to store and archive the results in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;
 - (l) Where the results are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this Article:
 - (i) End-user rights, for all uses by TI-S or by subcontractors which result from this Contract and from the intention of the parties;
 - (ii) The rights to receive both the source code and the object code;
 - (m) The right to license to third parties any of the exclusive rights or of the modes of exploitation set out in this Contract; however for pre-existing materials which are only licensed to TI-S, the right to sub-licence does not apply, except in the two cases foreseen by Article 8.2;
 - (n) To the extent that the Partner may invoke moral rights, the right for TI-S, except where otherwise provided in this Contract, to publish the results with or without mentioning the creator(s)' name(s), and the right to decide when and whether the results may be disclosed and published.

The Partner warrants that the exclusive rights and the modes of exploitation may be exercised by TI-S on all parts of the results, be it via a transfer of ownership of the rights, on those parts which were specifically created by the Partner, or via a licence of the pre-existing rights, on those parts consisting of pre-existing materials.

Where pre-existing materials are inserted in the results, TI-S may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the results, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to TI-S. In such case, the Partner will have to clearly inform TI-S. In such case, the Partner will have to clearly inform TI-S before making such choice and TI-S has the right to refuse it.

9. CONFLICT OF INTEREST

- 9.1 The Partner must take all the necessary measures to prevent any situation of conflict of interest.
- 9.2 The Partner shall immediately notify TI-S in writing of any circumstances, which might place

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the Partner in an actual or perceived conflict of interest in relation to the obligations under this Contract or the interests of TI-S and/or Transparency International in general.

- 9.3 A conflict of interest arises if the impartial and objective performance of the obligations of the Partner under this Contract is compromised by – but not exclusively – family relationship, personal relationship, political or national affinity, and economic interests.
- 9.4 If the Partner is not legally associated with Transparency International as a National Chapter, National Chapter in formation, or a National Contact, a conflict of interest might also arise from the use of the title of and the association with Transparency International under this Contract to secure other assignments and/or contracts to be performed under the Partner's own name. The Partner shall seek prior approval of TI-S to enter into such assignment and/or Agreements.
- 9.5 The Partner must pass on all relevant obligations in writing to:
- (a) its personnel;
 - (b) any natural person with the power to represent it or take decisions on its behalf;
 - (c) third parties involved in the performance of the Contract.

The Partner must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

10. REMUNERATION AND PAYMENT

- 10.1 The Partner hereby certifies that they are a taxable person for VAT purposes and act as such when concluding this contract. The VAT identification number: G84845361.

For the complete and satisfactory performance of the work under this contract the Partner shall receive a **fixed remuneration in the net amount of EUR EUR 8,748 (in words Euro eight thousand seven hundred forty-eight)** as a lump sum. The parties understand that the reverse charge mechanism applies as per Article 13b of the German VAT Law (UStG). The Partner will not charge VAT to TI-S. Rather, TI-S accounts for the VAT chargeable in its VAT return. TI-S's VAT identification number is DE273612486.

- 10.2 The remuneration pursuant to clause 10.1 will be done as follows: 50% as an advance payment after signing the contract and 50% due and payable after complete and satisfactory performance of the services pursuant to Annex I Terms of Reference. The Partner shall submit an invoice specifying the services provided and/or work product delivered allocating the respective amount and accounting for the respective VAT according to clause 10.1.
- 10.3 The Partner shall submit invoices to TI-S for each payment under this contract. Invoices shall be submitted only by mail or as a .pdf-document attached to an email. The invoice must carry the Partners signature, full name and address, VAT Identification Number (where applicable), TI-S address as recipient, invoice date, invoice number, and the bank details of the Partner. If the invoice is sent by email the mail message must state that the Partner requests payment for the work as described in this contract. TI-S will not accept invoices submitted by other means such as fax message or email message without attachment.
- 10.4 Invoices submitted by the Partner are due for payment without deduction within thirty (30) days of receipt pursuant to clause 10.3.

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10.5 The funds will be transferred to the following bank account of the Partner:

**BANK DETAILS FOR PAYMENTS WITHIN THE SEPA
(Single Euro Payments Area)**

ACCOUNT HOLDERS NAME	Transparency International Espana
ADDRESS: STREET	c/Fortuny 53
TOWN	Madrid
POST CODE	28010
COUNTRY	Spain

BANK NAME IN FULL	Caixa Bank S.A.
ADDRESS: STREET	Paseo General Martinez Campos 3
TOWN	Madrid
COUNTRY	Spain
ACCOUNT or IBAN NUMBER	ES5621006704040200100220
BIC / SWIFT CODE	CAIXESBBXXX

The Partner shall immediately inform TI-S of any change to the bank account details specified in this Contract.

11. RECOVERY

- 11.1 If an amount is to be recovered under the terms of the Contract, the Partner must repay TI-S the amount in question.
- 11.2 Before recovery, TI-S must formally notify the Partner of its intention to recover the amount it claims, specifying the amount due and the reason for recovery and inviting the Partner to make any observations within 30 days of receipt.

If no observations have been submitted or if, despite the observations submitted, TI-S decides to pursue the recovery procedure, it must confirm recovery by formally notifying a debit note to the Partner, specifying the date of payment. The Partner must pay in accordance with the provisions specified in the debit note.

If the Partner does not pay by the due date, TI-S may, after informing the Partner in writing, recover the amounts due:

- (a) by offsetting them against any amount owed to the Partner by TI-S;
- (b) by calling in a financial guarantee if the Partner has submitted one to TI-S;
- (c) by taking legal action.

12. REPORTING

- 12.1 The Partner agrees to provide TI-S with a narrative implementation report no later than 31.10.2022. A Template for narrative reporting will be made available by TI-S.
- 12.2 TI-S reserves the right to hold back payments under this Contract in case of non-compliance

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by the Partner with requirements embedded in any other agreements between the Parties, particularly with regards to the submission of project interim or final financial reports, project audits or other documentary evidence.

- 12.3 The Partner is required to provide TI-S with the latest Financial Statements prior to the start of this Contract; and then annually, within 3 months of their release, with the Financial Statements falling within the validity of this Contract.

13. ENTRY INTO FORCE AND DURATION

- 13.1 This Contract shall enter into force upon signature by both Parties.
- 13.2 The Contract shall remain in force until 30.11.2022 unless it is terminated in accordance with provisions 14.2 or 14.3.

14. AMENDMENTS AND TERMINATION

- 14.1 Any amendment or modification to this Contract shall be agreed upon between the Parties in writing.
- 14.2 Both Parties are entitled to terminate this Contract in writing at any time by observing a notice period of one month.
- 14.3 Both Parties are entitled to terminate this Contract for good cause with immediate effect. Good cause includes, but is not limited to:
- a) breach of a provision to this Contract, including provisions in Annex II, which remain without remedy for **14 days** after written notice of breach has been served;
 - b) breach of a material provision to this Contract, including provisions in Annex II, which are not capable of remedy.
- 14.4 In accordance with Annex II - Additional Provisions, any corrupt or illegal behaviour constitutes a violation of this Contract and justifies its immediate termination.
- 14.5 If the contract is terminated:
- a) Neither party is entitled to compensation
 - b) The Partner is entitled to payment only for the services provided before termination takes effect.
- 14.6 Termination of this Service Contract in accordance with the provisions hereof shall not limit remedies or repayment claims which may be otherwise available in favour of TI-S.
- 14.7 TI-S has the right to suspend or cancel any disbursement or claim repayment in part or in full, if the funds are, in the view of TI-S, found to be misused, not satisfactorily accounted or reported in accordance with provision 12, and/or the Project's results, in particular as set forth in provision 1, are not met within the agreed time frame. Funds used in breach of this Service Contract shall be repaid within 30 days after TI-S' written request.

15. DISPUTE RESOLUTION AND JURISDICTION

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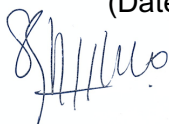
- 15.1 The Parties shall seek to resolve any conflict through mutual discussion and consultation.
- 15.2 In case of continued disagreement, the Parties shall refer the matter to a mutually agreed mediator, with the costs borne equally by both sides. The Parties may also choose to submit the matter to independent and binding arbitration, subject to a mutual agreement.
- 15.3 Failing the process above, the Parties may bring legal proceedings to the judicial authorities.
- 15.4 The place of jurisdiction for all disputes arising out of or in connection with this Contract shall be Berlin, Germany.

16. MISCELLANEOUS

- 16.1 This Contract shall be governed by the laws of the Federal Republic of Germany.
- 16.2 If any of the provisions of this Contract shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect.
- 16.3 This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

For Transparency International Spain

Madrid , 01-12-2021
(Place) (Date)



Silvina Bacigalupo Saggese, Chair.
Transparency International España.

For TI-S:

Berlin, _____
(Date)

Marie Chene, Head of Research and
Knowledge
Transparency International Secretariat

ANNEX I: Terms of Reference

Event

Preparatory Action – Capacity building, programmatic development and communication in the context of the fight against money laundering and financial crimes

Objective: organise one participatory local event in a Member State to be agreed by the Contracting authority. They will be separate from the trainings and/or the meetings of the network, although synergies may be sought through e.g. back-to-back events subject to the Contracting authority's approval. The events will be organised in central locations in the Member States concerned and the dates will be chosen with the objective to maximise participation. They will be held in the language(s) of the Member State (if necessary with interpretation for external speakers) and all material used will be in these language(s). The local events should provide an opportunity for various stakeholders (including representatives of any obliged entity under the Anti-money laundering Directive), media and the public to be informed of the aims and results of the action. The programme, invitation list and communication strategy aimed at wide participation and visibility of the local event shall be agreed with the Contracting authority sufficiently in advance.

The tasks to be completed are:

- prepare the local event in a timely and effective manner (e.g. development of the concept for the event with input from TI-S, work plan, management of local contractors and partners, overall coordination; invitation of participants and (if applicable) external speakers; advertisement of the event through appropriate local and national communication channels to ensure maximum participation of target groups; identification and rental of a central and suitable venue and technical equipment such as IT, banners etc.);
- ensure transport, shipping and storage of conference materials (if applicable), professional registration and welcome of participants, room management and catering;
- ensure the smooth running of the local events according to the programme and with the help of one or more qualified moderators and (if applicable) external speakers in such a way that the objectives are achieved for all participants to an adequate level of satisfaction;
- undertake an evaluation of the local event to be sent to the Contracting authority immediately after the event, incl. by asking the participants for their evaluation (evaluation will be provided by TI-S, but will need to be translated into local language);
- develop communication around each local event aimed at stakeholders and the media through e.g. a press release, press briefing and social media and provide the TI-S with an analysis of the impact (media review).
- Prepare and submit summary report to TI-S of the local event indicating participation (numbers, background of participants), results and possible media reporting.

In managing the local event the contractor must comply with the provisions of the General Data Protection Regulation (GDPR) and take all necessary measures to protect all personal data.

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ANNEX II: Additional Provisions**ADDITIONAL PROVISIONS**

The following provisions reflect terms and conditions as set out in funding agreements between TI-S and its donors. Any recipient of funds, deriving from TI-S core and project resources is under the same obligation to comply with donor requirements and any breach thereof may result in suspension or termination of the funding.

1. ANTI - CORRUPTION

- 1.1 No offer, payment, consideration or benefit of any kind which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – neither directly nor indirectly – as an inducement or reward in relation to activities funded under the Service Contract, including tendering, award, or execution of contract.
- 1.2 The Partner shall work actively to prevent corruption, illegal or improper handling or other form of misuse of funds. When planning and implementing activities under the Service Contract, the Partner shall take the risk of corruption into account and identify key risks and risk mitigation measures.
- 1.3 If at any stage the Partner becomes aware of, or suspects, any misappropriation or diversion of funds or possible fraud or corruption the Partner must report the matter immediately in writing to TI-S.

2. ANTI - TERRORISM

- 2.1 The Partner is committed to taking appropriate steps to ensure that funds are not used to provide assistance to, or otherwise support, terrorists or terrorist organizations.
- 2.2 No such funds, other financial assets and economic resources will be made available, directly or indirectly, to, or for the benefit of, a natural or legal person, group or entity associated with terrorism consistent with relevant United Nations resolutions, European Union measures and other international standards, relating to counter terrorism and in particular the financing of terrorism.
- 2.3 If, during the course of the Contract, the Partner discovers a link with any organization or individual possibly considered a terrorist entity by international standards, the Partner must immediately inform TI-S in writing. A prompt response and action plan will be jointly devised in order to adequately mitigate potential risks.

3. EMPLOYMENT POLICY

The Partner shall comply with good corporate governance, assuring that employment policies/practices implemented comply with internationally recognized equality standards on disability, gender and child protection.

4. ENVIRONMENTAL POLICY

The Partner shall pay due regard to the environmental impact of its activities under this Contract.

5. REPORTING ON IRREGULARITIES

- 5.1 If any changes occur, which significantly impair the developmental value of the funding arrangement, the Partner shall inform TI-S immediately in writing.
- 5.2 The Partner is obliged to immediately inform TI-S in writing of any changes including major changes to planned project activities, or if irregularities in the management of funds are foreseen or have occurred. This also applies where a delay occurs in the envisaged progress of activities, or where other essential changes occur in relation to the original conditions of the Service Contract.

6. RIGHT OF INSPECTION

- 6.1 TI-S is entitled to request all relevant information, which has a bearing on the implementation and progress of activities, and to carry out physical and financial inspections at any time in respect of activities undertaken with TI-S funds, also after termination of the Contract. The Partner shall cooperate with and assist TI-S in the process of monitoring, evaluation, review, audits or similar activities. TI-S reserves the right to conduct unannounced inspections.
- 6.2 The right of inspection as outlined in 6.1 may also extend to TI-S' donors. The Partner shall render every assistance to the officials appointed by the donors to carry out such an inspection and shall allow them access to the documents relating to the Service Contract.
- 6.3 The Partner must grant TI-S staff and outside personnel authorised by TI-S the appropriate right of access to sites and premises where the Contract is performed and to all the information, including information in electronic format, needed to conduct such checks and audits. The Partner must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format.
- 6.4 On the basis of the findings made during the audit, a provisional report is drawn up. TI-S must send it to the Partner, who has 30 days following the date of receipt to submit observations. The Partner must receive the final report within 60 days following the expiry of that deadline to submit observations.
- 6.5 On the basis of the final audit findings, TI-S may recover all or part of the payments made in accordance with provision 11. of this Contract and may take any other measure which it considers necessary.
- 6.6 In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and Council of 11 September 2013 concerning investigation conducted by the European Anti-Fraud Office, the European Anti-Fraud Office may carry out investigation on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the

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contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

7. PRESERVATION OF DOCUMENTS AND AUDITING

- 7.1 The Partner shall retain all records related to the Contract until the end of the tenth year after TI-S' last payment. They shall be kept in a safe and orderly manner, preferably in digital form and must be easily accessible / retrievable.
- 7.2 The Partner must supply TI-S with a copy of their annual accounts, where applicable, audited by an independent firm of professional auditors. These will include a management assertion of the existence and satisfactory performance of procedures and controls to mitigate the major risks to which the Partner is exposed in administering its funds, including the funds received under this Contract.

8. BRANDING

Upon request by TI-S, the Partner, when referring to activities, fully or partly financed in accordance with the Service Contract, shall recognize and make public that activities are financed by TI-S' donors.
