Transparency International e. V.
Alt-Moabit 96
10559 Berlin, Germany
Tel: +49 30 34 38 200
ti@transparency.org
www.transparency.org

GRANT AGREEMENT

between

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

and

Transparency International Georgia
61 Agmashenebeli Ave.,
0102 Tbilisi, Georgia
(hereinafter "**the Partner**")

(hereinafter TI and the Partner jointly "**the Parties**")

The Parties agree to cooperate on hosting a (hereinafter "**the Project**") in connection with and as further stipulated under this grant agreement (hereinafter "**the Grant Agreement**").

- **RECITALS**
  - The Parties agree on this Grant Agreement for the following reasons:

  The Project will enhance a corruption resilient governance system in Georgia and Moldova by strengthening institutions and empowering civil society as actors of change;

1. PURPOSE AND SCOPE OF THE GRANT AGREEMENT

1.1 The purpose of this Grant Agreement is to facilitate the Project's implementation through the provision of grant funding. The Parties agree to work closely together in order to achieve the agreed results set out in Annex I.

1.2 The following annexes form integral parts of this Grant Agreement and shall be treated as such when determining type and scope of the Parties' duties:

Annex I Grant agreement between the Danish Ministry of Foreign Affairs and Transparency International e.V. regarding development cooperation concerning enhancing a corruption resilient governance system in Georgia and Moldova by strengthening institutions and empowering civil society as actors of change. 2025.

Annex II Project Document

Annex III Transparency International General Standards

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Contract Reviewed by T-I PA: _____HP 06/01/2025_____

1.3 The Annexes I, II and III are binding. Further deviations from the confirmed Annex II for the budget require prior written approval from the donor. Such approval is contingent upon TI's submission of a comprehensive justification and a conclusive application consistent with the negotiated and updated budgetary plan.

2. OBLIGATIONS OF THE PARTIES

2.1 TI shall transfer the grant to the Partner in accordance with section 5 (hereinafter **"the Grant"**).

2.2 The Partner shall use the Grant in connection with the Project, in particular to achieve the results set forth in Annex II, and in accordance with the provisions of this Grant Agreement as well as with applicable laws and regulations, international accounting practices and any specific donor requirements reflected in Annex I. Any recipient of sub grants, deriving from TI 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 grant funding.

2.3 TI shall provide technical support to secure that the Grant is used in compliance with this Grant Agreement. However, the responsibility for the financial management of the Grant remains solely with the Partner.

2.4 The Partner shall implement the agreed terms and activities set forth in Annex II with the requisite care, time, efficiency, transparency and diligence of a prudent business manner and in compliance with this Grant Agreement.

3. COORDINATION AND COMMUNICATION

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

- **TI**

Zaya Naran
Development & Partnerships Coordinator
Alt Moabit 96,
10559 Berlin, Germany,
anaran@transparency.org

- **The Partner**

Sergo Turmanidze
Donor Relations and Fundraising Manager
Transparency International Georgia
sergo.turmanidze@transparency.ge

4. ENTRY INTO FORCE, DURATION AND EXTENSION

4.1 This Grant Agreement shall enter into force on 1 January 2025.

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4.2 The Grant Agreement shall remain in force until 31 December 2025 unless it is terminated in accordance with the provisions of this Grant Agreement.

4.3 The Partner may request from TI to file a request to the donor for an extension of the implementation period if this is necessary to complete all necessary activities. The Partner's request must state the reasons for the delay in achieving the agreed results and supporting documentation must be enclosed. The request for extension must be submitted as soon as possible from the time that the Partner realises that the planned activities cannot be completed within the agreed implementation period. TI will approve the Partner's request if it has prospects of success. Ultimately, the donor shall approve or decline the request in writing.

5. FINANCIALS

5.1 The Grant approved under this Grant Agreement is EUR 529,671 (five hundred and twenty-nine thousand, six hundred and seventy-one Euros) being DKK 3,950,000 (three million nine hundred fifty thousand Danish Krones) converted at the Oanda.com spot rate on 06/01/2025 of 7.45746 DKK /EUR.

5.2 The planned disbursement schedule is as follows:

Indicative date	**Instalment Number**	**Amount in % and EUR**
20 January 2025	1	80% of the grant amount EUR 423,737
20 October 2025	2	20% of the grant amount EUR 105,934

5.3 Without the Partner's consent and by giving a ten days' notice to the Partner (and donor), TI has the right to modify the amount and timing of each instalment in line with the actual expenditure reported and planned on the Project.

5.4 The Grant shall solely be used for the Project and in connection with this Grant Agreement and in accordance with applicable laws and regulations, international accounting practices and any specific donor requirements reflected in Annex I.

5.5 The Project's budget is in EUROS, and the Partner is responsible for managing any foreign exchange risk arising from the conversion of the funds into local currency for the Project. The foreign exchange rate for reporting purposes will be determined by TI based on the rate at which the grant is received in the local currency by the Partner or on any other rate deemed appropriate. When reporting to TI, the Partner shall provide evidence of the relevant foreign exchange rate at which the Grant was converted.

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5.6 The Grant in the respective instalment shall be transferred to the following Partner's bank account:

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

ACCOUNT HOLDERS NAME	Transparency International Georgia
STREET	61, Agmashenebeli Ave
CITY	Tbilisi
ZIP CODE	0102
COUNTRY	GEORGIA

BANK NAME IN FULL	JSC TBC Bank
IBAN	GE75TB7343136120100006
BIC / SWIFT CODE	TBCBGE22

The Partner shall immediately inform TI of any change to the bank account details specified in this Grant Agreement.

5.7 The amounts transferred under this Grant Agreement shall be treated as advances on TI books and held as open accounts, until settled by way of receipt and acceptance of a final narrative and financial report by TI.

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 bona fide procurement practices and adhere to the principles of openness, transparency, fairness, non-discrimination, proportionality, accountability and value for money. The Partner shall ensure that suitably qualified contractors are chosen 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, the Partner shall, without undue delay, provide TI with all necessary information, such as the Partner's procurement guidelines, relevant documents on decisions and actions, including details and copies of awarded contracts. TI may at any time conduct special audits of procurement processes carried out in relation to this Grant Agreement.

6.4 Damages due to accidental destruction or higher violence can't be countered to TI.

7. REPORTING AND RIGHT OF INSPECTION

7.1 The Partner must notify TI in written immediately if:

(a) The purpose of the grant or other relevant circumstances for the grant change or lapse. Or any other changes occur, which significantly impair the developmental value of the grant.

(b) It turns out that the purpose of the grant is not attainable or not attainable with the grant.

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(c) An insolvency proceeding on the assets of the Partner is applied for or is opened.

7.2 The Partner is obliged to immediately inform TI 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 grant.

7.3 The Partner shall keep a record of all expenditures incurred under this Grant Agreement. The Partner will provide a narrative progress report and financial reporting to the TI secretariat no later than 31 July 2025. This will consist of an aggregate executive summary report synthesising the high-level achievements of the Partner, alongside the organisational annual report and financial report (indicating the distribution of use of Danish funds on outputs under the seven overall outcomes), as well as the TI-Georgia organisational audit report (hereinafter "**the Reporting Documentation**"). The project final report is due no later than 31 July 2026.

7.4 The Partner shall maintain updated inventories of all equipment financed by earmarked support from the donor, such as vehicles, computers, furniture and tools, at all times as applicable. Equipment, material, supplies and facilities purchased by the donor and used during the implementation of the Project, e.g. vehicles, computers, furniture and tools, remain the property of the donor, until such time as the Parties and the donor may agree otherwise.

7.5 TI has the right to share the Reporting Documentation with other partners to encourage the sharing of knowledge, learning and good practice. TI will ensure that the sharing of the Reporting Data with other partners will take place in compliance with the applicable data protection laws.

7.6 TI 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 funds, also after termination of the Agreement. The Partner shall cooperate with and assist TI in the process of monitoring, evaluation, review, audits or similar activities. Information and documents for the grant shall be provided to TI.

7.7 TI reserves the right to conduct unannounced inspections.

7.8 The right of inspection as outlined in 7.8 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 grant.

8. PRESERVATION OF DOCUMENTS AND AUDITING

8.1 The Partner shall retain all records related to the Agreement 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.

8.2 The Partner must supply TI with a copy of their annual accounts 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 Agreement.

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9. DATA PROTECTION

9.1 The Partner shall comply with all applicable requirements of the General Data Protection Regulation (EU) 2016/679 (hereinafter – GDPR) and all other legislation and regulatory requirements in force from time to time which apply relating to the use of personal data. The Partner must ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

9.2 Without prejudice to the generality of clause 9.1, for the processing of personal data under this agreement the Partner shall:

(a) not authorise any third parties to process personal data without prior written consent by TI, and subject at all times to ensuring that the Partner enters into a written agreement with the third party that contains terms substantially the same as those set out in this clause 9.

(b) assist TI in responding to any request from a data subject and in ensuring compliance with its obligations under the applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

(c) notify TI without undue delay on becoming aware of a personal data breach.

10. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

10.1 Any and all work products created in the course of, and in connection with, this Grant Agreement and any intellectual property ("IP") or rights to obtain IP therein shall, as far as legally possible and independent of the actual contribution of a Party to such work product, be co-owned by the Parties. Accordingly, the Parties will have joint right of use which includes, but is not limited to, the right to publish, modify, copy, reproduce and make publicly available all created work products via any medium, including but not limited to the Internet, email, newsgroups / media outlets, the Party's intranet, social media, printed publications, radio, or by verbal or any other nonverbal communication.

10.2 The parties hereby grant each other a non-exclusive, worldwide, irrevocable, non-sublicensable, non-transferable, free of charge, unlimited right and license in the use of the work products.

10.3 The Parties shall use their respective IP in a considerate manner, by ensuring, in particular, that any use will not be to the detriment of the other Party.

11. VISIBILITY

Upon request by TI, the Partner, when referring to activities, fully or partly financed in accordance with the Grant Agreement, shall recognize and make public that activities are

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financed by TI's donors.

12. PERFORMANCE REVIEW

12.1 As part of the report, it shall be presented whether and to what extent the success criteria for the project as defined in 1.1. have been met.

12.2 On this basis TI carries out a success check to assess whether the project meets the objectives.

13. LIABILITY

13.1 German Minimum Wage Act (Mindestlohngesetz, "MiLoG")

(a) Insofar as The Partner or a subcontractor of The Partner employs workers in Germany, The Partner ensures at all times the full compliance with the regulations of the German Minimum Wage Act (Mindestlohngesetz, "MiLoG") and – to the extent applicable – with the regulations of the German Law on the Posting of Workers (Arbeitnehmerentsendegesetz "AEntG").This includes, in particular, paying its domestic employees at the latest on the statutory due date a fee of at least the amount of the applicable minimum wage stipulated by law or legal regulation or – if applicable and in excess of the amount of the aforementioned minimum wage – at least the amount of the minimum wages in the relevant industry according to sec. 1 para. 3 sentence 1 and 2 MiLoG (hereinafter referred to as "the Minimum Wage").

(b) The Partner remains liable to TI for proper fulfilment of the duties under clause 13.1 (a) also when instructing any auxiliary persons (Erfuellungsgehilfen), temporary employment provider or any other third party. The Partner selects the Third Party Service Providers with the required care.

(c) The Partner confirms (a.) not to have been excluded from public procurement procedures according to sec. 19 MiLoG, and (b.) not to have breached the duties incumbent upon him according to the MiLoG and the AEntG in the past. Upon request of TI, the Partner has to prove this by presentation of corresponding attestations by a third party subject to secrecy, or in any other equally suitable manner.

(d) The Partner shall, upon first demand, indemnify TI against all claims of third parties (including all and any expenses, damages, and losses, or other assertion of claims arising in this context, including, but not limited, to wage payment, payment of contract penalties or damages, fines, costs incurred for legal actions and legal defence as well as reasonable attorneys' fees (not restricted, however, to the fee rates according to the German Act Governing Attorneys' Fees, Rechtsanwaltsverguetungsgesetz) – irrespective of the Partner´s fault – resulting from or in connection with (a.) a violation of the Partner´s duties according to clause 13.1 (a), the MiLoG or the AEntG, or (b.) the commissioning of Third Party Service Providers. The Partner is obliged to notify TI without undue delay of any incidents that occur in this context.

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(e) TI reserves the right to assert damages if the Partner breaches its obligations according to clause 13.1. (a) Also reserved is the assertion of all other statutory and contractual claims and legal consequences resulting from a breach.

(f) If the Partner breaches its obligations according to clause 13.1. (a) this constitutes good cause for extraordinary termination of this contract. The Partner is obliged to compensation for any damage caused by the termination.

13.2 The Partner shall be responsible and liable for any and all damages or losses caused by the Partner or any third party hired by the Partner in the performance of the obligations under this Grant Agreement. TI shall not accept any claim for compensation or increases in payment in connection with such damage or injury. For the avoidance of doubt, any limitation of the Partner's liability based on general terms and conditions or other agreements between the Parties shall not apply.

13.3 The Partner shall ensure that any agreement 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 liability.

13.4 The Partner shall hold TI free and harmless of any claims, costs or expenses (including but not limited to direct and indirect damages and reasonable attorneys' fees) incurred by TI due to (alleged) damages to persons, property or any financial loss pursuant to clause 13.2

13.5 Subject to clause 13.6, TI shall not be responsible or liable for any and all damages or losses arising in connection with this Agreement.

13.6 Nothing in this Agreement shall limit or exclude the liability of either Party for:

(a) damages caused by wilful misconduct or gross negligence

(b) all damages relating to injury to life, body or health and

(c) in case of liability according to the German Product Liability Act (Produkthaftungsgesetz) or other mandatory provisions under German law.

13.7 In case of a slight negligent breach of a major obligation (Kardinalpflichten) which is essential for the purpose of the contract, the liability of TI shall be limited in amount to the damages that are foreseeable and typical according to the nature of the transaction.

14. TERMINATION AND SUSPENSION

14.1 The Parties are entitled to terminate this Grant Agreement in writing at any time by observing a notice period of 30 days.

14.2 The Parties are entitled to terminate this Grant Agreement for good cause with immediate effect. Good cause includes, but is not limited to:

a) a breach of a provision to this Grant Agreement, including its Annexes, which remain without remedy for 15 days after written notice of breach has been served; or

b) serious financial difficulties of the Partner (this includes, for example, the progressing inability to generate sufficient revenues or income to meet its financial obligations) which may lead to the opening of insolvency proceedings within the near future.

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14.3 Termination of this Grant Agreement in accordance with the provisions hereof shall not limit remedies or repayment claims which may be otherwise available in favour of TI.

14.4 TI has the right to suspend or cancel any disbursement or claim repayment in part or in full, if the Grant is, in the view of TI, found to be misused, not satisfactorily accounted or reported in accordance with section 7, and/or the Project's results, in particular as set forth in section 1, are not met within the agreed time frame. Grants used in breach of this Grant Agreement shall be repaid within 30 days after TI's written request.

14.5 In case of an underspend after the implementation of the Project's activities, such amounts shall be refunded to TI within 30 days.

15. DISPUTE RESOLUTION AND JURISDICTION

15.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the Parties hereto shall use their best efforts to settle amicably and in good faith. To this effect, they shall consult and negotiate with each other in a reasonable manner and recognise their mutual interests in reaching a just and equitable solution satisfactory to both Parties.

15.2 This Grant Agreement shall be governed by the laws of the Federal Republic of Germany, without giving regard to its conflicts of law rules. This includes, without limitation, the German legal concepts and terms contained in this Grant Agreement, the English translations of which may not be identical with the original German terms in their respective legal understanding.

15.3 Place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Berlin, Germany.

16. NO LEGAL PARTNERSHIP

16.1 Nothing in this Agreement is to be construed or interpreted as creating a legal partnership between the Parties. All Parties acknowledge that there is not, nor has there been at any time, any intention to constitute a legal partnership or similar relationship.

16.2 This Agreement is a legally binding agreement between all Parties for the sole purpose of implementing the Project. Each Party will procure that its respective will abide by the stipulations of this Agreement. No other legal relationship or obligation should be inferred from this Agreement or any dealing between the Parties unless expressly stated otherwise.

17. NO ASSIGNMENT

Neither Party shall assign, sub-license, divest or otherwise seek to dispose of or delegate any of its rights and obligations under this Agreement without the prior written consent of all other Parties.

18. CONTRACT TRANSFER

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The parties agree that if a further reduction of civic space in Georgia results in the Partner no longer being able to fulfil its obligations under this agreement, the Partner may request the transfers of all its responsibilities and obligations under this contract to MTÜ Transparency International Georgia - a legal entity registered in Estonia - by means of contract transfer. This request may include that any future payments under this grant agreement shall be made to the emergency WISE account under Mittetulundusühing Transparency International Georgia. Any approval of such a transfer request is at the sole discretion of TI and must be in writing.

19. MISCELLANEOUS

19.1 The Parties shall treat this Grant Agreement confidential. In particular, the Partner shall not use or make reference to TI without agreed in advance and in writing by TI.

19.2 Any amendment or modification to this Grant Agreement shall be agreed upon between the Parties in writing. This also applies to a waiver of this written form requirement. Oral ancillary agreements are ineffective.

19.3 Should a provision of this Grant Agreement or a provision later on included in this Grant Agreement be or become null and void in whole or in part or should a gap in this Grant Agreement become evident, this does not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision, which economically accomplishes as far as possible the purpose and intention of the invalid or unenforceable provision.

Transparency International Georgia	**Transparency International e. V.**
Tbilisi, 15.01.2025	Berlin, 16/01/2025
(Place) (Date)	(Date)
Eka Gigauri, Executive Director	Daniel Eriksson, CEO

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ANNEX I: GRANT AGREEMENT BETWEEN THE DANISH MINISTRY OF FOREIGN AFFAIRS AND TRANSPARENCY INTERNATIONAL e.V REGARDING DEVELOPMENT COOPERATION CONCERNING 'ENHANCING A CORRUPTION RESILIENT GOVERNANCE SYSTEM IN GEORGIA AND MOLDOVA BY STRENGTHENING INSTITUTIONS AND EMPOWERING CIVIL SOCIETY AS ACTORS OF CHANGE. 2025'

ANNEX II: Project outline: "Enhancing a Corruption Resilient Governance System in Georgia and Moldova by Strengthening Institutions and Empowering Civil Society as Actors of Change"

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ANNEX III: Transparency International General Standards

General commitments

This document outlines the principles for ethical and responsible business conduct that Transparency International expects its Partners to follow. Those standards reflect a shared commitment to integrity and social responsibility.

The Transparency International General Standards are based on internationally accepted principles for responsible corporate governance. These include, for example, the United Nations (UN) Global Compact, and the labour and social standards of the International Labour Organization (ILO). While Transparency International acknowledges that its Partners may not all be able to comply to the same level it nonetheless expects all Partners to conduct their operations in accordance with the general principles set forth in this document.

1. Integrity

1.1 Compliance with the law

Our Partners shall adhere to applicable law at the local, national, and international level.

Partners should be familiar with the laws, regulations and guidelines that are relevant to their respective activities for, together with or on behalf of Transparency International. In specific countries, business areas or markets, stricter rules than those described in these General standards may be in place. In such cases, the stricter rules are to be applied.

1.2 Anti-terrorism and the prevention of development of weapons of mass destruction

Our Partners shall comply with foreign trade regulations and international security sanctions.

Partners should implement appropriate measures to ensure they do not violate economic embargoes or regulations of trade, import and export control and regulations for the prevention of terrorism financing or the financing of the development of weapons of mass destruction.

No such funds, other financial assets and economic resources should be made available, directly, or indirectly, to, or for the benefit of, a natural or legal person, group or entity restricted or sanctioned under the relevant UN, EU, and US regulations.

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If the Partner identifies a link with any organization or individual considered a terrorist entity by international standards, the Partner must immediately inform TI in writing. A prompt response and action plan will be jointly agreed to mitigate potential risks.

1.3 **Protection against corruption and bribery**

Our Partners should prohibit any form of active or passive corruption, irrespective of whether it concerns public officials or occurs in other business dealings.

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 Agreement, including tendering, award, or execution of contract.

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 agreement, the Partner shall take the risk of corruption into account and identify key risks and risk mitigation measures.

1.4 **Conflict of interest**

Our Partners shall disclose potential or actual conflicts of interest and resolve these as quickly as possible.

Partners who are affected by a potential, perceived or actual conflict of interest in their activities in relation to Transparency International are obliged to disclose and resolve it promptly.

A conflict of interest arises if the impartial and objective performance of the obligations of the Partner under its Agreement is compromised by – but not exclusively – family relationship, personal relationship, political or national affinity, and economic interests. A conflict of interest might also arise from the use of the title of and the association with Transparency International under this Agreement to secure other assignments and/or contracts to be performed under the Partner's own name. The Partner shall seek prior approval of TI before they accept such assignment and/or enter into an Agreement.

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

1.5 **Protection against fraud and theft**

Our Partners should take necessary steps to prevent fraud and other fraudulent behaviour toward Transparency International and third parties.
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.

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1.6 Prevention of sexual exploitation, abuse and harassment

TI has a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (SEAH) as defined in UNSG Bulletin ST/SGB/2003/13 and the definition of sexual harassment in UNGA Resolution A/RES/73/148. The Partner will take appropriate measures to protect people, including beneficiaries and staff, from SEAH conducted by its employees and associated personnel including any staff and take timely and appropriate action when reports of SEAH arise. In the event that the Partner receives reports of allegations of SEAH, the Implementing Partner will take timely and appropriate action to investigate the allegation and, where warranted, take disciplinary measures or civil and/or criminal action.

1.7 Data privacy and confidentiality

Our Partners shall observe the applicable laws and rules when personal data and information are collected, stored, processed, or transferred.

Our Partners should take information security seriously with robust policies and processes in place to protect sensitive data.

1.8 Financial integrity and representation

Our Partners shall conduct their business, store documents, and perform financial reporting with integrity.

Business transactions, assets and liabilities should be recorded and documented in accordance with legal requirements. Documents relevant to financial reporting may not knowingly include incorrect or misleading entries. Any balance sheet manipulation is prohibited.

Additionally, TI has a 0-tolerance policy for the concealment of ownership. Partners shouldn't intentionally conceal their beneficial ownership of property and may not knowingly facilitate others to conceal their beneficial ownership of property.

2. Labour conditions

2.1 Human rights

Our Partners shall respect and support the protection of universally recognized human rights and make sure that they are not complicit in violations of human rights.

2.2 Prohibition of forced and child labour

The partners of our Partners shall not use or tolerate any form of forced or child labour.

Our Partners should not tolerate any child labour as per the ILO Conventions 138

and 182, and national laws. The minimum age of a child or juvenile person must not be below the age at which compulsory school education ends in the country in which the business partner is operating. Our Partners should also condone modern forms of slavery, trafficking for labour and forced labour.

2.3 Fair working conditions

Our Partners shall adhere to the statutory regulations on fair working conditions and allow their employees to speak up freely and without fear of retaliation.

2.4 Anti-discrimination and harassment

Our Partners shall provide a workplace environment that does not allow for discrimination.

Our Partners should prohibit discrimination against employees or applicants for employment because of race, national or ethnic origin, gender, pregnancy, marital or parental status, age, disability, religion or belief, sexual orientation or any other characteristic specified under applicable antidiscrimination law or company policy.

The Partners shall ensure that employment policies/practices are implemented to align with internationally recognized equality standards on disability, gender, and child protection.

2.5 Health and safety

Our Partners shall protect the health and safety of their employees in the workplace.

Our Partners should provide a healthy and safe working environment for their employees by observing the laws and rules on health and safety in the workplace.

3. Environment

Our Partners should observe the applicable regulations regarding environmental protection, particularly regarding operational and product-related environmental protection.

We expect from our business partners a responsible sourcing and responsible use of natural resources.

4. Accountability

4.1 Observation

Our Partners shall guarantee that the Transparency International General Standards are implemented and observed in their contractual relationship with Transparency

International.

4.2 Supply chain compliance

Our Partners shall make their best efforts to ensure that their own business partners, whom they appoint to work for or on behalf of Transparency International, are familiar with and observe the minimum requirements of the Transparency International General Standards.

4.3 Violations of General standards

Violations of the Transparency International General Standards may result in Transparency International taking appropriate actions.

Various reporting channels are available to our Partners for reporting compliance violations confidentially.

5. Reporting

Substantial compliance violations, including illegal business practices, can be reported to the Integrity Office of Transparency International e.V. by

- **email** ethics@transparency.org
- **physical mail** Transparency International e.V., Attn. Integrity Manager, Alt-Moabit 96, 10559 Berlin, Germany
- **Phone + 49 30 34 38 20 20**

The report may be made anonymously if preferred.