**Covenant of Integrity**

**EBRD**

**From**: [*Consultant Name*]

**To**: European Bank for Reconstruction and Development

**Donor(s) of the Contract**: [Donor(s)][[1]](#footnote-1)

The EBRD takes very seriously allegations of fraud and corruption in its projects. When the EBRD receives such allegations, they are processed in accordance with the EBRD’s Enforcement Policy and Procedures (available at <https://www.ebrd.com/news/publications/policies/enforcement-policy-and-procedures.html>). These policies provide that the EBRD will investigate and, if necessary, impose a sanction for the following “**Prohibited Practices**”: coercion, collusion, corruption, fraud, misuse of resources or assets, theft, and obstruction.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Contract:

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| --- | --- | --- | --- | --- | --- | --- |
| Name of Recipient |  | Address |  | Reason |  | Amount |
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We shall, for the duration of the Contract appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

1. a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
2. a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
3. a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
4. a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
5. a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
6. an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
7. a **Theft** which means the misappropriation of property belonging to another party.

We declare, represent and covenant that, except for the matters expressly disclosed in this Covenant of Integrity:

1. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in the provision of works, goods or services during the ten years preceding the date of this Covenant;
2. none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice during the ten years preceding the date of this Covenant;
3. we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
4. (a) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not a person or entity which is designated as a target of (or otherwise subject to) any economic or financial sanctions or restrictive measures imposed by resolution of the United Nations Security Council under Chapter VII of the UN Charter and (b) we are not owned (directly or indirectly) or controlled by, or acting on behalf of, any so designated person or entity;
5. If and to the extent the Contract (or any part thereof) covered by this Covenant of Integrity is financed or co-financed by the European Union[[2]](#footnote-2), we are not a person or entity that is: (a) designated as a target of the economic or financial sanctions or restrictive measures adopted by the European Union pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU), or (b) otherwise subject to the aforementioned sanctions (including, without limitation, by virtue of being majority owned, directly or indirectly, or controlled by so designated person(s) or entity(ies)), or (c) acting on behalf of, any so designated person or entity;
6. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, do not have a conflict of interest with any party affiliated with this Contract. For the purposes of this Article (vi), a conflict of interest is understood to include any of the following situations: a) a family relationship with such party, which includes, but is not limited to, relations of spouses, co-habiting partners, parents and children, siblings, in-laws or any other persons related by blood or marriage up to the second degree of consanguinity; or b) having common controlling partners with such party, or (c) providing or receiving any direct or indirect subsidies to or from such party; or d) having a relationship with such party, either directly or through third parties, that allows to either (1) have access to information about or (2) unduly influence the selection process for the Contract.
7. we have not participated in the feasibility or design stages of the project beyond what is indicated in the Contract and Terms of Reference and
8. we further undertake to immediately inform the Client and EBRD in the event any of the declarations, representations or covenants set out in Articles (i), (ii), (iii), (iv), (vi), (vii) or, if applicable, (v) above is no longer true or correct in any respect, cooperate in good faith with EBRD and its representatives in assessing the event and respond promptly and in reasonable detail to any request for information from EBRD regarding any such event.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii), (iv), (vi), (vii) or (v) in the box below.

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| **Name of Entity Required to be Disclosed** | **Reason Disclosure is Required[[3]](#footnote-3)** |
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We acknowledge and accept that any misrepresentation or failure to provide or any other omission in respect of the information requested in this Covenant of Integrity may result in the rejection of the tender and may also lead to Enforcement Actions and Disclosure Actions as set out in the Bank’s Enforcement Policy and Procedures. We further acknowledge and accept that notwithstanding any disclosure (including, without limitation, any exclusion or clarification) made in the box above:

1. we will be ineligible to be awarded the Contract if (a) we or our directors, subsidiaries or affiliates, or any of the subcontractors, or suppliers or affiliates of the subcontracts or supplier are a person or entity which is designated as a target of (or otherwise subject to) any economic or financial sanctions or restrictive measures imposed by resolution of the United Nations Security Council under Chapter VII of the UN Charter or (b) we are owned (directly or indirectly) or controlled by, or acting on behalf of, any so designated person or entity; and
2. If and to the extent the Contract (or any part thereof) covered by this Covenant of Integrity is financed or co-financed by the European [Union][[4]](#footnote-4), we will be ineligible to be awarded the Contract financed or co-financed by the European Union, if we are a person or entity that is: (a) designated as a target of the economic or financial sanctions or restrictive measures adopted by the European Union pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU), or (b) otherwise subject to the aforementioned sanctions (including, without limitation, by virtue of being majority owned, directly or indirectly, or controlled by so designated person(s) or entity(ies)), or (c) acting on behalf of, any so designated person or entity.

We grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

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| Name: |  |
| In the capacity of: |  |
| Signed: |  |
| Duly authorised to sign for and on behalf of: |  |
| Date: |  |
| I also confirm that I have taken the training course “ASB Consultant Integrity Training”[[5]](#footnote-5) on Date: |  |

1. Please list the names of all Donors. See also footnote 2 and 3. [↑](#footnote-ref-1)
2. Please refer to the name(s) of the Donor(s) at the top of this Covenant (see Footnote 1 and 4). [↑](#footnote-ref-2)
3. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Practice in connection with the procurement process for the Contract. [↑](#footnote-ref-3)
4. Please refer to the name(s) of the Donor(s) at the top of this Covenant (see Footnote 1 and 2). [↑](#footnote-ref-4)
5. As available at LINK [↑](#footnote-ref-5)