

Anti-Fraud and Anti-Corruption Clause

1. **Name of the company** acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.A/2021/5-B/1) ("the Policy"), WFP is highly risk averse towards Fraud, Corruption, Theft, Collusive, Coercive, and Obstructive Practices, Money Laundering and Financing of Terrorism (as such terms are defined below) in its activities and operations, and has zero tolerance for inaction.
2. **Name of the company** acknowledges that it and its officers, employees, contractors, subcontractors, agents, and affiliates have the duty to act honestly and with integrity in the provision of food, goods and services to WFP and its partners. **Name of the company** acknowledges that it has the duty to ensure that WFP resources are safeguarded and used for their intended purposes, as authorized by WFP.
3. In particular, and without limitation to paragraph 2, **Name of the company** represents and warrants to WFP that it has not, and it shall not, at any time:
 - a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, WFP and/or any other party to obtain a financial or other advantage, or to avoid any obligation, to benefit itself and/or any other party ("Fraud");
 - b) offer, give, receive, or solicit, or attempt to offer, give, receive, or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("Corruption")
 - c) take anything of value that belongs to WFP and/or another individual or entity without authorization ("Theft")
 - d) enter into any arrangement with any other party or parties that are designed to achieve an improper purpose, including, but not limited to, improperly influencing the actions of WFP and/or any other party ("Collusive Practice")
 - e) impair or harm, or threaten to impair or harm, directly or indirectly, WFP and/or any other party or the property of WFP and/or any other party to influence improperly the actions of a party ("Coercive Practice")
 - f) deliberately destroy, falsify, alter or conceal evidence material to the investigation or making false statements to investigators in order to materially impede a duly authorized investigation into suspected cases of Fraud, Corruption, Theft, Collusive or Coercive Practices, Money Laundering or the Financing of Terrorism; and/or threaten, harass or intimidate WFP and/or



- any other party in order to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or engage in any act intended to materially impede the exercise of WFP's contractual rights of access to information ("Obstructive Practice");
- g) convert, transfer, acquire, possess, or use property with the knowledge (or where knowledge may be reasonably presumed) that such property is derived from criminal activity or from an act of participation in such activity, , including, but not limited to, concealing or disguising the true nature, source, location, disposition, movement, or rights with respect to, or ownership of, such property or aiding, abetting or facilitating such acts ("Money Laundering");
 - h) provide or collect resources, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to benefit individuals and entities subject to measures imposed by the United Nations Security Council and appearing on the United Nations Security Council Consolidated List ("Financing of Terrorism", and together with Fraud, Corruption, Theft, Collusive Practice, Coercive Practice, Obstructive Practice and Money Laundering, "Prohibited Practices").
4. **Name of the company** shall communicate the Policy to its officers, employees, contractors, subcontractors, agents, and affiliates and shall take all reasonable measures to ensure that such persons or entities do not engage in Prohibited Practices. **Name of the company** shall include equivalent anti-fraud and anti-corruption provisions in its agreements with any subcontractors and/or other agents which are in any way involved in the implementation of any project funded by WFP.
5. **Name of the company** will act on all reasonably suspected cases of any Prohibited Practice in line with the Policy. In particular, **Name of the company** shall promptly disclose to WFP (the WFP hotline is available for this purpose) any reasonably suspected Prohibited Practice or any attempt thereof. **Name of the company** shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors, agents and affiliates fully cooperate, with any investigation or review of reasonably suspected Prohibited Practices by WFP or its agents, including by allowing WFP or its agents to access and inspect its premises as well as any records, document and any other information, including financial, electronic and IT records, relevant to its contractual relationship with WFP, including allowing WFP to take copies of any such records, documents or information.
6. **Name of the company** expressly acknowledges and agrees that any breach of this clause by **Name of the company** or by any of its officers, employees, contractors, subcontractors, agents or affiliates constitutes a material breach of this Agreement, which entitles WFP to immediately terminate this Agreement without incurring any liability to **Name of the company**.



7. Furthermore, **Name of the company** expressly acknowledges and agrees that, in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Agreement, the rights to: i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including, but not limited to, debarment or referral of the matter to relevant national authorities when appropriate; and ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices, including by withholding relevant amounts from any subsequent disbursements.

ⁱ This standard AFAC Model Clause was issued in June 2021 and is based on the requirements in paragraphs 15 and 16 of the AFAC Policy [WFP/EB.A/2021/5-B/1](#).

ACKNOWLEDGEMENT :

Company Name:

Signature:

Date: