

CALLISONRTKL COMPLIANCE POLICIES

Any person, firm, company, vendor, supplier or other party, (hereinafter collectively referred to as “you, your”) retained by CallisonRTKL must abide by the following:

1. You agree and warrant to CallisonRTKL that you shall fully comply, without exception or reservation and at your sole cost and expense, with any and all laws, governmental rules, regulations, orders, decrees, ordinances and the like governing or relating to your retention by CallisonRTKL or the underlying agreement or the performance of your duties and obligations thereunder.
2. You certify, represent and warrant that 1) neither you nor any of your principals or employees or any other person working on your behalf (including any subconsultants or agents) have made, offered, or agreed to make or offer on behalf of CallisonRTKL or any of its subsidiaries or affiliates, any loan, gift, donation or other payment, directly or indirectly, including through any other person or intermediary, whether in cash or in kind, for the benefit of or at the direction of any public official or any employee of any customer or prospective customer of CallisonRTKL or any of its subsidiaries or affiliates, for the purposes of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise to secure any improper advantage. and 2) neither you nor any of your principals or employees or any other person working on your behalf (including any subconsultants or agents) shall make, offer or agree to make or offer on behalf of CallisonRTKL or any of its subsidiaries or affiliates any loan, gift, donation or other payment, directly or indirectly, including through any other person or intermediary, whether in cash or in kind, for the benefit of or at the direction of any public official or any employee of any customer or prospective customer of CallisonRTKL or any of its subsidiaries or affiliates, for the purposes of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise to secure any improper advantage.
3. You certify, represent and warrant that neither you nor any of your principals or employees or any other person working on your behalf have taken or shall take any actions which would expose CallisonRTKL or its affiliates to a risk of liability under laws applicable to you/them (including, without limitation, any applicable laws, orders, regulations or similar requirements prohibiting bribery or other improper payments, including without limitation where applicable the U.S. Foreign Corrupt Practices Act, the laws of the state(s) in which the project is located and/or you perform your services, the laws of any jurisdiction implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or other international conventions aimed at prevention of bribery and improper payments, all as amended from time to time, or any successor law governing substantially the same activities). In addition, you shall comply in all respects with all applicable laws in respect of human trafficking and corruption including but not limited to the United Kingdom Modern Slavery Act 2015 and the UK Bribery Act 2010 and shall do nothing to cause CallisonRTKL to be in breach thereof.
4. You agree to use reasonable efforts to ensure that funds paid to you by CallisonRTKL are not used to finance, support or conduct terrorism.
5. You and your employees shall, during the term of the agreement, strictly avoid any activities that may create real or apparent conflicts of interest with your/their duties to CallisonRTKL.
6. You agree, covenant and warrant to CallisonRTKL that you will avoid any and all activities and practices that may injure the business of, and reputation, commercial or otherwise, of CallisonRTKL.
7. You warrant that no official of CallisonRTKL or any person or entity acting on behalf of CallisonRTKL has received from, or will be offered by, you or your employees any direct or indirect gifts, favors or benefits arising from your retention, the agreement or the award thereof.

8. You agree that the compensation to be paid to you in accordance with your retention, or for your services and expenses set forth in your agreement shall constitute the only payments to you in connection with your agreement. You shall not accept for you own benefit any trade commission, discount or similar payment in connection with activities pursuant to your agreement, or in the discharge of your obligations hereunder, and you shall use your best efforts to ensure that none of your employees, agents and representatives shall receive any such additional payments. You shall promptly disclose in writing to CallisonRTKL all fees, commissions, rebates, and discounts paid or received in connection with your agreement.

9. You agree to provide CallisonRTKL within seven (7) calendar days of CallisonRTKL's request thereof with such information, certificates or affidavits as CallisonRTKL may deem necessary, at CallisonRTKL's sole discretion, to document or assure your compliance in all respects with the obligations set forth herein.

10. You agree that, within five (5) days of having reasonable grounds to believe that you or your employees have: (a) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing under your agreement; (b) violated your other obligations set forth herein; (c) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (d) used funds paid by CallisonRTKL to you to finance, support or conduct terrorism; or (e) an actual, potential or apparent conflict of interest, you will promptly disclose in writing to CallisonRTKL such violations, conduct, prohibited use of funds, or conflicts of interest.

11. You agree that you will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any of your employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to CallisonRTKL or other proper authority information relating to a violation of your obligations set forth herein or any violation of law relating to the award or performance of your agreement.

12. You agree that CallisonRTKL has the right to audit your compliance with the obligations set forth herein.

13. You agree that a breach of your obligations set forth herein constitutes a material breach of an essential term of your agreement with CallisonRTKL or your retention by CallisonRTKL, entitling CallisonRTKL immediately to terminate the agreement and/or your retention by CallisonRTKL and to cease payment of any amounts to you. In any situation in which CallisonRTKL reasonably believes that the obligations set forth herein may have been breached, CallisonRTKL shall be entitled to suspend any payments to you until CallisonRTKL has satisfied itself that such a breach has not occurred.