

- 1.0 Purpose. This Addendum to Subcontracts (“Addendum”) is incorporated by reference in the current version of ERM’s General Terms and Conditions of Subcontracts on ERM.com and may be otherwise incorporated by reference into the subcontract to which “Subcontractor” (whether as defined in the subcontract or as identified below) is bound. Where incorporated by reference, signature on this Addendum is not required. A signature block has been provided below for cases where this Addendum is not incorporated by reference. This Addendum is a required part of any subcontracts with ERM, so where it is not incorporated by reference, this Addendum must be signed by the Subcontractor and returned to the Subcontractor’s ERM contact so it can be included in the project file. Such signed copy should also be sent via email to [businessconduct@erm.com](mailto:businessconduct@erm.com). Once signed or incorporated for a subcontract, this Addendum thereby will be incorporated in all subsequent subcontracts between ERM and Subcontractor unless superseded by a subsequent signed or incorporated version of this Addendum.
- 2.0 Scope. This Addendum applies worldwide to Subcontractor and all of its affiliates, and all of their Employees and Agents.
- 3.0 Definitions
- 3.1 The term “Employee” or “Employees” is specifically defined, for purposes of this Addendum, as: any personnel hired directly by Subcontractor (regardless of status classification of full-time, part-time, temporary, contract, etc.); interns (even if an intern does not receive payment by Subcontractor); employees of other companies seconded into Subcontractor, and any Subcontractor employee seconded to a non-Subcontractor company.
- 1.0 目的  
本分包合同附件（“附件”）纳入ERM.com上ERM分包合同通用条款和条件的现有版本，也可能会另行纳入对“分包商”（无论其是否在分包合同中给予定义或在下文中予以明确）具有约束力的分包合同。如本附件纳入合同，则无需签署。如本附件未纳入合同，则下文提供了签署栏以供签署。本附件是与ERM签署的任何分包合同之必要组成部分，因此如未纳入合同，则分包商必须签署本附件并将其返还给分包商在ERM的联系人，以便将本附件归入项目档案。已签署的附件副本还应通过电子邮件发送至[businessconduct@erm.com](mailto:businessconduct@erm.com)。一旦就一项分包合同签署或加入本附件，本附件将纳入ERM与分包商随后签署的所有分包合同，除非本附件为随后签署或纳入分包合同的附件所取代。
- 2.0 范围  
本附件在全球范围内适用于分包商及其所有关联方、员工和代理。
- 3.0 定义
- 3.1 在本附件中，“员工”一词专门定义为：分包商所直接雇用的任何个人（无论其为全职、兼职、临时工或合同工等）；实习生（即便该实习生不向分包商收取报酬）；从其他公司借调到分包商处的员工，以及从分包商处借调到非分包商公司的员工。

- 3.2 The term “Agent” or “Agents” is specifically defined as any member of Subcontractor’s board, any officer of Subcontractor, hired personnel, consultants, intermediaries, lobbyists, agents, representatives, independent contractors, lower tier subcontractors, and any others who act on Subcontractor’s behalf.
- 4.0 Obligations
- 4.1 **Anti-Bribery/Corruption (“ABC”).** Subcontractor recognizes that ERM supports governmental efforts to combat bribery and corruption. Subcontractor hereby agrees to further ERM’s support. Accordingly, without limiting the foregoing:
- 4.1.1 Subcontractor shall use diligent efforts in training its Employees to recognize and avoid misconduct and the appearance of impropriety while conducting business on behalf of Subcontractor. Without limiting the obligations set forth herein, such efforts shall specifically support compliance with the UK Bribery Act, the US Foreign Corrupt Practices Act (“FCPA”), Organization for Economic Co-operation and Development (“OECD”) obligations, and shall address commercial bribery risk.
- 4.1.2 Subcontractor shall not, and shall ensure that its Employees and Agents do not, make, offer, or promise to make a payment or transfer anything of value, including a provision of any service, gift, favor, or entertainment to government personnel or other officials for the purpose of improperly obtaining or retaining business, or for any other improper purpose or business advantage. Further, Subcontractor shall not engage in commercial bribery. Subcontractor’s business entertainment practices shall conform to a Code of Business Conduct and Ethics adopted and implemented by Subcontractor that is substantially consistent with ERM’s Code of Business Conduct and Ethics. Further, Subcontractor shall comply with any applicable Code of the Client if communicated
- 3.2 “代理”一词专门定义为：分包商董事会任何成员，分包商任何管理人员、受雇人员，顾问、中介、游说人员、代理、代表、独立承包商、下级分包商、以及任何代表分包商行事的其他人员。
- 4.0 义务
- 4.1 **反贿赂反腐败（ABC）**  
分包商认可ERM支持政府打击贿赂和腐败的努力。在此，分包商同意进一步支持ERM工作。因此，除前述规定外：
- 4.1.1 分包商应尽力培训其员工，使其在代表分包商开展业务时能够认识并避免不端行为或不当行为。除前述义务外，分包商应专门培训员工遵守英国《反贿赂法》，美国《反海外腐败法》（FCPA）、经济合作及发展组织（OECD）义务等，并应处理商业贿赂风险。
- 4.1.2 分包商应确保其所有员工、代理及其自身不得为了不正当地获取或维持业务、或出于任何其他不正当之目的或商业利益，向政府人员或其他官员支付、提供或承诺支付款项或转让任何有价值的物品，包括提供任何服务、馈赠、好处或招待。此外，分包商不应涉足商业贿赂。分包商的业务招待应遵守分包商所采取及实施的、与ERM的商业行为及道德准则本质上相一致的商业行为及道德准则。此外，分包商还应遵守业已通报或提供给分包商的任何适用的客户准则。

or available to Subcontractor.

**4.1.2.1 No intermediaries.** Subcontractor shall not use an agent or make a payment to any person or entity related to a local or foreign official. Subcontractor shall not make any payment to any intermediaries, including but not limited to friends, business associates or relatives of government officials, in order to circumvent this prohibition. In particular, payments or favors made to any close friend or close relative of a government official involved in any Subcontractor business, whether from ERM funds, Subcontractor funds or personal funds of an Agent or Employee of Subcontractor, are prohibited. For the purposes of this Addendum, a “close relative” means a spouse, partner, parent, step-parent, child, step-child, sibling, stepsibling, nephew, niece, immediate cousin, aunt, uncle, grandparent, grandchild, in-law, or a parent of an in-law.

**4.1.2.2 Specifically forbidden behaviours.** In support of, and without limiting, the foregoing, the following are forbidden:

**4.1.2.2.1** To ignore or fail to report any indication of improper payments (“shrug off” issue).

**4.1.2.2.2** To induce or facilitate someone else to violate this Addendum (either aiding a violation of this Addendum or attempting to create “plausible deniability”).

**4.1.2.2.3** To permit an Agent, Employee or other representative of Subcontractor or an ERM client to take questionable actions (“look the other way”).

**4.1.2.2.4** To falsify, create, omit information, mischaracterize or alter any accounting or business record for the purpose of either violating this Addendum or hiding or obfuscating a violation of this Addendum.

**4.1.2.3 No facilitation payments.** Subcontractor shall not make any facilitation payments, including but not limited to any undocumented and unreceipted payments made to

#### 4.1.2.1

#### 不使用中介

分包商不得使用代理或向与本地或外国官员有关联的任何个人或实体付款。分包商不得向任何中介

(包括但不限于政府官员的朋友、业务合伙人或亲属)付款,以规避该等禁止行为。特别是,禁止向涉及分包商业务的任何政府官员的任何亲密朋友或近亲属付款或提供好处,无论该等付款是否来自ERM资金、分包商资金或分包商的任何代理或员工个人的资金。在本附件中,“近亲属”系指配偶、同居伙伴、父母、继父母、子女、继子女、兄弟姐妹、继兄弟姐妹、外甥侄子、外甥女侄女、堂兄弟姐妹、(叔伯舅阿姨)父、(叔伯舅阿姨)母、祖父母、孙子女、姻亲、或岳父岳母、公公婆婆。

#### 4.1.2.2

#### 特别禁止的行为

作为前述规定的补充,除前述规定外,禁止下列行为:

**4.1.2.2.1** 忽视或未能报告任何不正当付款(“置若罔闻”事项)。

**4.1.2.2.2** 引诱或方便他人违反本附件(无论是协助违反本附件,还是试图捏造“看似合理的推诿”)。

#### 4.1.2.2.3

允许分包商的代理、员工、其他代表或ERM的客户采取可疑的行动(“坐视不管”)。

#### 4.1.2.2.4

出于违反本附件或隐瞒、混淆违反本附件行为之目的,捏造、伪造、遗漏信息,篡改或变更任何会计或业务记录。

#### 4.1.2.3

#### 无疏通费

分包商不得支付任何疏通费,包括但不限于为了加快政府机关的常规程序,比如颁发许可证或海关对货物的清关放行,而支付的任何无文件记录及无任何收据的款项。

speed up routine government actions, such as issuing permits or releasing goods held in customs.

**4.1.2.4. No political contributions.** Subcontractor shall not make political contributions on behalf of ERM or ERM's client. It is a violation for any funds received from ERM to be used directly for or in reimbursement of any political contribution.

**4.1.2.5 Charitable contributions and Internships.** Subcontractor shall carry out policies on charitable contributions and internships that are consistent with the goals of this Addendum.

**4.2 Child/Forced Labor.** Subcontractor recognizes that ERM is committed to the elimination of all forms of forced and compulsory labor and to the international effort to abolish child labor. Subcontractor hereby agrees to support ERM's commitment. Accordingly, without limiting the foregoing:

**4.2.1** No Employee of Subcontractor may hire child or forced labor on behalf of Subcontractor, whether in connection with Subcontractor's duties for ERM or otherwise.

**4.2.2** Subcontractor is responsible for ensuring that its Employees will be alert to any evidence of child or forced labor abuses in operations linked to Subcontractor's business. If a Subcontractor Employee suspects child or forced labor, such Subcontractor Employee shall report their concerns immediately to their manager. Further if the concern pertains to Subcontractor's duties for ERM, Subcontractor shall promptly notify ERM of the concern.

Student educational work experience that pertains to Subcontractor's duties for ERM must be approved by ERM in writing in advance.

**4.3 Procedures; Flow-down.** Subcontractor shall implement effective procedures to carry out the requirements of this Addendum within its organization, its affiliates and its supply chain. Without limiting

#### 4.1.2.4

#### 无政治捐献

分包商不得代表ERM或ERM客户进行政治捐献。将从ERM获得的任何资金直接用于或报销任何政治捐献，均是违反本附件的行为。

#### 4.1.2.5

#### 慈善捐赠及实习

分包商应执行符合本附件宗旨的慈善捐赠及实习政策。

#### 4.2

#### 童工/强迫性劳动力

分包商认可ERM致力于消除所有形式的强迫和强制劳动，并致力于废除童工的国际努力。分包商在此同意支持ERM的承诺。相应地，除前述规定外：

#### 4.2.1

分包商的任何员工不得代表分包商雇用童工或强迫性劳动力，无论是否与分包商对ERM或其他所负的义务相关。

#### 4.2.2

分包商有责任确保其员工对于与分包商业务相关的运营中滥用任何童工或强迫性劳动力的恶迹保持警惕。如果分包商员工怀疑存在童工或强迫性劳动力，该分包商员工应立即向其经理报告所关注的事项。此外，如果该关注事项与分包商对ERM所负义务相关，分包商应立即通知ERM。

与分包商对ERM所负义务相关的学生社会实践必须先获得ERM书面批准。

#### 4.3

#### 程序；传递

分包商应实施有效的程序，以便在其组织、关联方及其供应链中执行本附件的要求。除前述规定外，分包商应在其（为分包商开展必要工作，使其能履行对ERM所负义务的）任何下级分包商签署的协议中包括该等条款，该下级分包商据此同意受本附件要求的约束。

the foregoing, Subcontractor shall include provisions in its contracts, with any lower tier subcontractors performing work necessary for Subcontractor to carry out its duties to ERM, whereby such lower tier subcontractors agree to be bound by the requirements set forth in this Addendum.

**4.4 Information.** Subcontractor represents and warrants that it has completed, and returned to ERM, ERM's Supplier/Subcontractor Business Conduct Information Form and that all information provided therein is and will remain true, complete and correct. Subcontractor agrees that a breach of the foregoing warranty is a material breach of its subcontract with ERM.

4.4

信息

分包商陈述并保证其已完成并向ERM返还ERM供应商/分包商业行为信息表，并且表中所含所有信息均真实、完整及准确。分包商同意若违反上述保证等同对其与ERM的分包合同之实质性违约。

**Acknowledged and Agreed\*** 经确认及同意

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[Subcontractor company name] 分包商公司名称 (分包商)  
("Subcontractor")

By: 签署:

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Name: 姓名:

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Title: 职务:

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Date: 日期:

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*\*Lack of signature on this Addendum does not limit the binding effect of this Addendum if it is incorporated by reference in the subcontract. Please see Section 1.0 above.*

*\*如果本附件纳入分包合同，则未签署本附件并不影响其约束力。请参见上述第1.0条。*