

- 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. 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this Addendum thereby will be incorporated in all subsequent subcontracts between ERM and Subcontractor unless superseded by a subsequent signed or incorporated version of this Addendum.
- 1.0 目的
本分包合同附件（「附件」）納入ERM.com上ERM分包合同通用條款和條件的現有版本，也可能會另行納入對「分包商」（無論其是否在分包合同中給予定義或在下文中予以明確）具有約束力的分包合同。如本附件納入合同，則無需簽署。如本附件未納入合同，則下文提供了簽署欄以供簽署。本附件是與ERM簽署的任何分包合同之必要組成部分，因此如未納入合同，則分包商必須簽署本附件並將其返還給分包商在ERM的聯繫人，以便將本附件歸入項目檔案。已簽署的附件副本還應通過電子郵件發送至businessconduct@erm.com。一旦就一項分包合同簽署或加入本附件，本附件將納入ERM與分包商隨後簽署的所有分包合同，除非本附件為隨後簽署或納入分包合同的附件所取代。
- 2.0 Scope. This Addendum applies worldwide to Subcontractor and all of its affiliates, and all of their Employees and Agents.
- 2.0 範圍
本附件在全球範圍內適用於分包商及其所有關聯方、員工和代理。
- 3.0 Definitions
- 3.0 定義
- 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
- 3.1 在本附件中，「員工」一詞專門定義為：分包商所直接雇用的任何個人（無論其為全職、兼職、臨時工或合同工等）；實習生（即便該實習生不向分包商收取報酬）；從其他公司借調到分包商處的員工，以及從分包商處借調到非分包商公司的員工。

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.

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

3.2 「代理」一詞專門定義為：分包商董事會任何成員，分包商任何管理人員、受雇人員，顧問、中介、遊說人員、代理、代表、獨立承包商、下級分包商、以及任何代表分包商行事的其他人員。

4.0 義務

4.1

反賄賂反腐敗（ABC）

分包商認可ERM支持政府打擊賄賂和腐敗的努力。在此，分包商同意進一步支持ERM工作。因此，除前述規定外：

4.1.1 分包商應盡力培訓其員工，使其在代表分包商開展業務時能夠認識並避免不端行為或不當行為。除前述義務外，分包商應專門培訓員工遵守英國「反賄賂法」，美國「反海外腐敗法」（FCPA）、經濟合作及發展組織（OECD）義務等，並應處理商業賄賂風險。

4.1.2 分包商應確保其所有員工、代理及其自身不得為了不正當地獲取或維持業務、或出於任何其他不正當之目的或商業利益，向政府人員或其他官員支付、提供或承諾支付款項或轉讓任何有價值的物品，包括提供任何服務、饋贈、好處或招待。此外，分包商不應涉足商業賄賂。分包商的業務招待應遵守分包商所採取及實施的、與ERM的商業行為及道德準則本質上相一致的商業行為及道德準則。此外，分包商還應遵守業已通報

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 or available to Subcontractor.

或提供給分包商的任何適用的客戶準則。

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.

4.1.2.1 不使用中介

分包商不得使用代理或向與本地或外國官員有關聯的任何個人或實體付款。分包商不得向任何中介

（包括但不限於政府官員的朋友、業務合夥人或親屬）付款，以規避該等禁止行為。特別是，禁止向涉及及分包商業務的任何政府官員的任何親密朋友或近親屬付款或提供好處，無論該等付款是否來自ERM資金、分包商資金或分包商的任何代理或員工個人的資金。在本附件中，「近親屬」系指配偶、同居夥伴、父母、繼父母、子女、繼子女、兄弟姐妹、繼兄弟姐妹、外甥侄子、外甥女侄女、堂兄弟姐妹、（叔伯舅姑姨）父、（叔伯舅姑姨）母、祖父母、孫子女、姻親、或岳父岳母、公公婆婆。

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

4.1.2.2 特別禁止的行為

作為前述規定的補充，除前述規定外，禁止下列行為：

- 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 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
- 4.1.2.2.1 忽視或未能報告任何不正當付款（「置若罔聞」事項）。
- 4.1.2.2.2 引誘或方便他人違反本附件（無論是協助違反本附件，還是試圖捏造「看似合理的推諉」）。
- 4.1.2.2.3 允許分包商的代理、員工、其他代表或ERM的客戶採取可疑的行動（「坐視不管」）。
- 4.1.2.2.4 出於違反本附件或隱瞞、混淆違反本附件行為之目的，捏造、偽造、遺漏資訊，篡改或變更任何會計或業務記錄。
- 4.1.2.3 無疏通費
分包商不得支付任何疏通費，包括但不限於為了加快政府機關的常規程序，比如頒發許可證或海關對貨物的清關放行，而支付的任何無文件記錄及無任何收據的款項。
- 4.1.2.4 無政治捐獻
分包商不得代表ERM或ERM客戶進行政治捐獻。將從ERM獲得的任何資金直接用於或報銷任何政治捐獻，均是違反本附件的行為。
- 4.1.2.5 慈善捐贈及實習
分包商應執行符合本附件宗旨的慈善捐贈及實習政策。
- 4.2 童工/強迫性勞動力
分包商認可ERM致力於消除所有形式的強迫和強制勞動，並致力於廢除童工的國際努力。分包商在此同意支持ERM的承諾。相應地，除前述規定外：

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 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

4.2.1 分包商的任何員工不得代表分包商雇用童工或強迫性勞動力，無論是否與分包商對ERM或其他所負的義務相關。

4.2.2 分包商有責任確保其員工對於與分包商業務相關的運營中濫用任何童工或強迫性勞動力的惡跡保持警惕。如果分包商員工懷疑存在童工或強迫性勞動力，該分包商員工應立即向其經理報告所關注的事項。此外，如果該關注事項與分包商對ERM所負義務相關，分包商應立即通知ERM。

與分包商對ERM所負義務相關的學生社會實踐必須事先獲得ERM書面批准

- 4.3 **程序；傳遞**
分包商應實施有效的程序，以便在其組織、關聯方及其供應鏈中執行本附件的要求。除前述規定外，分包商應在其與（為分包商開展必要工作，使其能履行對ERM所負義務的）任何下級分包商簽署的協議中包括該等條款，該下級分包商據此同意受本附件要求的約束。

- 4.4 **資訊**
分包商陳述並保證其已完成並向ERM返還ERM供應商/分包商業務行為信息表，並且表中所含所有資訊均真實、完整及準確。分包商同意若違反上述保證等同對其與ERM的分包合同之實質性違約。

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.

Acknowledged and Agreed* 经确认及同意

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

By: 签署:

Name: 姓名:

Title: 职务:

Date: 日期:

**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。*