CONFIDENTIAL

CONTRACT FOR THE SUPPLY OF THREE
AGOSTA 90 B SUBMARINES

Contract No. 1262/74 / DMP (NAVY)
Dated 21 September 1994

Original Copy n° 2/3

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47. CORRUPT GIFTS/COMMISSIONS

47.1 The CONTRACTOR shall not:

47.1.1 Offer or give or agree to give to any person in the service of the PURCHASER any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavour to any person in relation to this Contract.

47.1.2 Enter into this or any other contract with the PURCHASER in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and of any agreement for the payment thereof have been disclosed in writing to the PURCHASER.

47.2 Any breach of this Clause by the CONTRACTOR or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the CONTRACTOR) in relation to this Contract shall entitle the PURCHASER to determine the Contract and to recover from the CONTRACTOR the amount of any loss resulting from such determination and/or to recover from the CONTRACTOR the amount or value of any such gift consideration or commission.

47.3 In any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the CONTRACTOR under Clause 47.2 in respect of any loss resulting from such determination of the Contract), the right of the PURCHASER to determine the Contract, or the amount or value of and such gift, consideration or commission shall be decided by arbitration in accordance with Clause 37 of the Contract.

47.4 The CONTRACTOR certifies that no agents commission or payments of this kind have been or will be made to any party on account of this Contract by the CONTRACTOR.