

60) BRIBERY, GIFTS, INDUCEMENTS OR REWARDS

60.1) The Parties hereby warrant, represent and undertake to each other that at the Date hereof, neither Party or its Sub-contractors, agents, officers or any third parties on their behalf, has offered, given, demanded, requested, accepted or agreed to any undue pecuniary or other advantage of any kind (or implied or inferred that they will or might do any such thing at any time in the future) in any way connected with the Contract or any other contract between the Parties (or any related parties).

60.2) The Parties agree that at all times throughout the course of the Contract they will comply with and ensure that their Sub-contractors, agents, servants, employees and officers comply with the most current version of the ICC Rules of Conduct and Recommendations to Combat Extortion and Bribery in International Business Transactions, which are incorporated by reference into this Contract as if written out here in full.

60.3) The Parties specifically confirm that the arbitral tribunal shall have the ability to determine the civil consequences of any alleged non-observance of this Article 60 to the exclusion of the (non-criminal) courts.

60.4) Notwithstanding any applicable laws, no fraud or other illegal conduct will discharge either Party from the Contract unless such conduct deprives the other of the whole, or substantially the whole, benefit of the Contract as a result of the action complained of and the Party alleging such conduct has terminated the Contract under Article 57.