**Supplier Statement**

**INSTRUCTIONS**

* When doing business with a supplier using just the supplier’s invoice, send a letter immediately upon agreeing to make the purchase AND either the 3rd party pamphlet or a copy of our code of conduct. If you have recently done business with this same supplier you can reference the code or third party pamphlet in your letter instead of including it again, but every time you do business with a supplier base on the supplier’s invoice, you MUST send the letter. In the letter thanking them for doing business with you and include the following language:

Viwaseen (or your companies name) has adopted an Integrity Compliance Program which requires us to assure that we pay a fair price for all supplies and that we take measures to receive the best quality products available in a timely manner. Under our program, we cannot accept any commissions or provide any thank you gifts. Please therefore know we truly do appreciate all you do for us and our relationship. We kindly request when working on providing our supplies that you act with transparency and a high level of integrity complying with our program If you have any questions or concerns please let us know either directly or by putting contacting our Hotline at (insert instructions for reaching the hotline). Inquiries and/or concerns to our hotline do not require you to include your name, but please note without including a name we will have no way to respond directly to you but will take your inquiry and/or concern seriously. We investigate all concerns and rectify all substantiated matters.

At the very end of your letter you need to state, Please sign below and return this letter to us within two weeks (or you can give them a specific date) to indicate that you understand and agree to follow our Integrity Program when doing business with us. If you have any concerns with complying with our Integrity Program when doing business with us, please contact \_\_\_\_ at \_\_\_\_. If we do not hear from you and/or do not receive the signed letter back, you will be deemed to have agreed to follow our Integrity Program when doing business with us.

Thank you.

* When doing business with a supplier via contract Still send the letter thanking them and including the paragraph above. In this case and only this case you do not have to have the supplier sign off on the letter because you will have a signed contract. Thus in order for this to be true you have to make sure you ALSO include the following two clauses and language in the contract:

Compliance With All Laws, Regulations, Contractual Obligations and Corporate Policies

1. All parties hereto agree to comply with all relevant laws and regulations. All parties furthermore agree to comply with all donor imposed regulations and contractually imposed obligations, including but not limited to those relating to fraud, corruption, collusion and coercive practices. To this end all parties agree to comply with their own relevant policies including but not limited to those set forth in their Code of Conduct and the Integrity Compliance Programs. If a party does not have policies related to Integrity, the party without such policies agrees to follow Viwaseen (or your company’s name) policies as set for in its Code of Conduct and its Integrity Compliance Program. A violation of any of the items referenced in this clause will be considered a substantial breach of the party’s, the non-breaching party must notify the breaching party within 5 business days of discovering the breach. The breaching party will have 10 business days to cure. If the issue cannot be cured, the Agreement in its entirety will be terminated at the non-breaching party’s discretion.

2. All parties further agree not to ask, nor to perform any acts which are contrary to the items referenced herein. If at any time a party is asked by another party explicitly of implicitly to do something that would violated this clause, or in any other way be considered unethical by the party being asked to perform the act, that party must refuse and if after explaining their position the matter cannot be resolved the party may terminate the Agreement.

Confidentiality Clause (if relevant)

1. Parties agree to hold each other’s Confidential Information in confidence and to use it solely to enhance the performance of this contract. Confidential Information may not be used for any other purpose and must not be disclosed to any third party without the prior written consent of the party who owns the Confidential Information. Each party will apply the same level of confidential treatment to the other party’s Confidential Information as it does to its own Confidential Information and will restrict access to only those of its employees, representatives or advisors who require access to the Confidential Information in order to carry out the purpose stated herein.

2. A party must notify the other party(ies) in writing of any actual or threatened misuse or misappropriation of the Confidential Information of which that party becomes aware.

3. All Confidential Information, including all copies, must be promptly returned or certified as destroyed by the other party within 10 business days of (1) a party’s request; or (ii) expiration or termination of the Agreement between the parties.

4. For the purpose of this Agreement, Confidential Information shall mean all information or material disclosed by one party to the other that should reasonably understood because of legends or other markings, the circumstances of the disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party and includes but is not limited to legal compliance data and information, corporate policies, personnel data, contract information, methods of operations, software, trade secrets, inventions, discoveries, know-how, other intellectual property and financial information. Confidential information includes any potential transactions, the targets of such transactions and all information and data related to such transaction. Confidential Information may be disclosed in written or other tangible form or by electronic, oral visual or other means.

5. Confidential Information does not include information which is (i)discovered or created by the non disclosing party prior to the disclosing party providing it, (ii) is publicly known or subsequently become publicly known through no fault of the party who received the information; (iii) learned by the non-disclosing party through legitimate means other than receiving it from the disclosing party; or (iv) is disclosed by the receiver of the information with the written approval of the other party. The parties acknowledg4e that Confidential Information may be required to be disclosed pursuant to applicable law, court order or governmental regulation, agency rules, donor organization rules, in which case the non-disclosing party shall only furnish that portion of the Confidential Information that it believes in good faith after consultation with counsel it is legally required to disclose.