

Anti-Corruption Compliance Questionnaire for Roche Business Partners

Purpose

This Questionnaire is designed to support local management to perform a local assessment of business partners with whom Roche does or wants to do business. The assessment of a business partner has to be done **on a risk based approach**. Local management is responsible for appropriate due diligence, monitoring and swift reaction on non-compliance behavior of its business partners and to create adequate compliance evidence.

I. Selection/ Pre-contract Due Diligence

The due diligence process has to be appropriate to the specific circumstances of the case which has to be assessed.

a. Who is the Business Partner

Question	Yes	No	Comments
Are there independent references about the business partner available?			
Are the company's structure and the owners of the business partner known?			
Are the key contact persons who will work with Roche identified and known?			
Is a record of the due diligence performed by Roche on the business partner available?			

b. Type of work undertaken by a Business Partner

In order to properly evaluate the risk posed by a business partner, companies must take into account the type of work that a business partner will undertake.

Question	Yes	No	Comments
Higher risk business partner? <ul style="list-style-type: none"> - Will the business partner be engaged to deal directly with a public official? - Will the Third party be located or doing business in a country with high levels of bribery? 			

c. Qualification/ Background

The initial stage in the vetting and retention of a business partner should be a methodical search for the most qualified business partner.

Question	Yes	No	Comments
Does the business partner have the qualification for the services to be provided?			
Were alternative candidates considered?			
Has a background check been conducted on the business partner?			

d. Political and economical risks

Question	Yes	No	Comments
Does the business partner have family or business ties to government officials or employees?			
Was the business partner recommended by a government official?			

e. Reputation

Question	Yes	No	Comments
Does the business partner have a reputation for ethical conduct?			
Is the business partner involved in any current corruption investigation and/or litigation?			
Was the business partner involved in any previous corruption investigation and/or litigation?			

f. Financials, banking information

Question	Yes	No	Comments
Is the amount of compensation consistent with the business partner's service(s)?			
Does the business partner request a commission or other payment above fair market value?			

g. General compliance questions

Question	Yes	No	comments
Are the selection and terms of engagement of the business partner approved by local senior management?			
Are business partners provided with information on Roche's anti-corruption commitment, its anti-corruption policies and expectations and informed about the consequences in case of violation of Roche's anti-corruption policies?			
Does the business partner have an effective compliance program in place, including but not limited to appropriate training of its employees?			

II. Contract/ Agreement

a. Signed contract

Question	Yes	No	comments
Are all agreements with business partners adequately documented?			
Do contracts with business partners include an integrity provisions similar to the one proposed below?			

b. Integrity Clause

As a general rule it is recommended to include integrity clauses in agreements with business partners/ third parties, such as:

- *All corruption, extortion and embezzlement are prohibited. XXX shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. XXX shall conduct its business consistent with fair and vigorous competition and in compliance with all applicable antitrust laws. XXX shall employ fair business practices, including accurate and truthful advertising.*

XXX must comply with all applicable laws and regulations including those relating to sustainable development and social responsibility such as regulations prohibiting child labor, bribes, or the granting of illegal advantages. XXX shall neither use forced, bonded, indentured or voluntary prison labor nor child labor.

In addition XXX must respect those human rights that are within its sphere of influence and must abide by the integrity standards set forth in the Roche Code of Conduct.

c. Clause to have the right to conduct audits of the books and records/ data

- *XXX agrees to allow Roche access to its books and records for the purpose of auditing and determining compliance with the terms of this contract and all applicable laws and regulations.*
- *XXX acknowledges that in the course of conducting business with XXX, Roche intends to maintain data in an internal database. By signing this contract XXX acknowledges Roche's intent to maintain and process these data about XXX and he/she thereby gives his/her consent to the maintenance and processing of these data.*

d. Clause in case of breach

- *XXX recognizes that it is Roche's policy to comply with all applicable laws, regulations, industry codes, permits and consent orders and to act in a proper and ethical manner. Notwithstanding anything to the contrary contained herein, Roche may terminate this contract immediately in the event that XXX breaches the terms of this Article.*

Roche may terminate this contract at any time with immediate effect by written notice to XXX

- *if XXX is or will become debarred*
- *if the organization, capital control or management of XXX changes in such a way to render it unacceptable for Roche in its opinion to continue the contract; or*
- *in severe cases of non-compliance to the principles, laws and regulations set forth in the contract .*

III. Continuing Monitoring during Agreement

Once Roche has retained a business partner, it should monitor the business partner's activities and undertakings related to Roche's business.

- Question unusual or excessive expenses made by the business partner connected with a Roche business;
- If deemed necessary for a prolongation of a collaboration, request and perform an audit with the business partner;
- If necessary, request a specific assurance declaration on compliance from the business partner.
- Whenever you terminate an agreement as a result of an unethical behaviour of your business partner, such a termination must be reported in the BEIR system under the category "Miscellaneous ethics incidents".

IV. Risk based Compliance Evidencing

Documentation

- Keep an adequate, risk based and updated documentation relating to the due diligence, monitoring and compliance engagement process that you apply with your business partners.

- Audit
The scope of an audit to be performed has to be determined with the business partner by taking into account the specific business risks and compliance concerns.