GAFFI is committed to maintaining high ethical standards and preventing bribery and corruption.

The Board of Trustees and senior management commit to and oversee the implementation of a policy of zero-tolerance, recognising that bribery is contrary to fundamental values of integrity, transparency and accountability and undermines organisational effectiveness.

**Bribery**

A bribe may be described as the offering, promising, giving, accepting or soliciting of money, a gift or other advantage as an inducement to do something that is illegal or a breach of trust in the course of carrying out our organisation’s activities. The purpose of a bribe is to “induce a person to perform improperly a relevant function or activity” or to ‘”reward a person for the improper performance of such a function or activity”. A bribe can take many forms and be of any size. Where the offer or receipt is intended for an employee’s family or friends, or when bribery takes place through third parties, it is still considered to be a bribe. GAFFI adopt a the policy that a bribe is paid if a “reasonable person” would deem that it relates to the improper performance of a relevant function or activity.

*Purpose* The purpose of this policy is to:

1. set out the responsibilities of GAFFI’s staff, and others working on behalf of GAFFI in observing and upholding our position on bribery and corruption; and
2. provide information and guidance to GAFFI’s staff and others working on behalf of GAFFI on how to recognise and deal with bribery and corruption issues.

*Scope*

This policy applies to all GAFFI employees (staff, contract and temporary), volunteers, consultants, contractors, partners and Trustees and extends to all our dealings and transactions in all countries in which we or our partners operate.

Risk assessment

*1. Risk assessment*

Effective risk assessment is at the very core of the success or failure of this policy. Risk identification pinpoints the specific areas in which bribery and corruption risks arise and enable better evaluation and mitigation of these risks. An annual risk assessment will be undertaken. Specific risk assessments will be conducted when constructing project budget proposals to ensure that any ‘travel expenses’ are within GAFFI guidance, when commencing the startup phase of a new project, if any large-scale procurement is planned, and risk assessment will form part of pre-travel preparation for overseas trips. Some of the key risk factors to be considered when assessing the corruption and bribery risk faced by GAFFI are listed in Appendix 1.

*2. Effective monitoring and internal control*

GAFFI will maintain an effective system of internal control and monitoring of transactions. Should any bribery and corruption risks be identified and highlighted via the risk assessment process, procedures will be developed accordingly to mitigate these risks.

It is imperative that accurate books, records and financial reporting are kept. Overall financial reporting will be maintained and be transparent. False, misleading or inaccurate records of any kind could potentially damage GAFFI.

*3. Relationship with partners and consultants*

GAFFI is responsible for evaluating partner and consultant relationships and for informing them of our Anti-Bribery and Corruption policy and the need to adhere to it.

*4. Facilitation payments and kickbacks*

In many countries, it is customary business practice to make payments or gifts of small value to government officials to speed up or facilitate a routine action or process. GAFFI takes the view that these payments are illegal, since the UK Bribery Act 2010 makes no distinction between facilitation payments and bribes – regardless of size or local cultural expectations, even if that is “how business is done here”. However, if a facilitation payment is being extorted, or if staff are forced to pay under duress or faced with potential safety issues or harm, such a payment may be made. If such a situation arises, this should be reported immediately in accordance with the reporting procedures set out in section 6 below.

*5. Gifts, Entertainment and Hospitality*This policy does not prohibit normal and appropriate hospitality (given or received) to or from third parties.

• Any gifts and hospitality offered to a Trustee or member of staff and valued at over £100 must be reported to the appropriate person below who will make a decision on whether they can be accepted or not:

* In the case of a member of staff, the Chief Executive;
* In the case of the Chief Executive, a Trustee;
* In the case of a Trustee, another Trustee or the Chief Executive.

Confirmation should be via email and noted in the gifts and hospitality book.

• The Board receives an annual report on all gifts and hospitality declared in the gifts and hospitality book that are valued at over £100 (or, if less than £100, the Chief Executive considers whether it needs to be brought to the attention of the Board).

However, it is not acceptable for you (or someone on your behalf) to:

• give, promise to give, or offer, a payment, gift or hospitality with the expectation that a business advantage will be received, or to reward a business advantage already given;

• give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

• accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

• accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;

• threaten or retaliate against another working on behalf of GAFFI who has refused to commit a bribery offence or who has raised concerns under this policy; or

• engage in any activity that might lead to a breach of this policy.

*6. Your responsibilities*

* You must ensure that you read, understand and comply with this policy.
* The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working on behalf of GAFFI. All such parties are required to avoid any activity that might lead to, or suggest, a breach of this policy.
* You must report any suspicion that a conflict with this policy has occurred or may occur in the future as soon as possible in accordance with the reporting procedure detailed in section 6 below.
* Appendix 2 provides a list of “Red Flags” you should be aware of that may indicate bribery or corruption.
* Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. As far as associated persons are concerned, a breach of this policy could lead to the suspension or termination of any relevant contract, subcontract or other agreement. In both instances there may be a requirement to report the matter to an appropriate government department, the Charity Commission and the police.

*7. Training and communications*

We will communicate this policy and relevant guidance to all employees of GAFFI and provide training to help them understand their duties and responsibilities. GAFFI’s zero tolerance approach to bribery and corruption will also be communicated to all our partners, contractors, suppliers and wider stakeholders at the outset of the relationship with them, and as appropriate thereafter.

*8. Raising concerns*

All those covered by this policy have a responsibility to help detect, prevent and report instances not only of bribery, but also of any other suspicious activity and wrongdoing, including any of their own actions. All initial concerns will be treated confidentially. However, as an investigation progresses it may not always be possible to fully protect the names of those raising concerns. Where this is a concern then the situation will be discussed with the people concerned before any action is taken.

It is very important to GAFFI that any concerns about abuse of this policy are raised. Employees are encouraged to raise concerns about any instance of malpractice at the earliest possible stage to their line manager in the first instance. If for any reason an employee does not wish to involve their line manager, then they are free to contact any of the Head of Operations, CEO, The Chair of the Board of Trustees.

GAFFI will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. GAFFI is committed to ensuring that nobody suffers any detrimental treatment as result of refusing to take part in bribery or corruption, or through reporting suspicions in good faith. Victimizing an employee for raising a legitimate concern will be a disciplinary offence, as will maliciously raising a concern.

*9. Who is responsible for this policy?*

The Board of Trustees has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that those under our control comply with it.

The Head of Operations has day to day responsibility for implementing this policy and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

*10. Monitoring and review*

GAFFI will review the implementation of this policy in respect of its suitability, adequacy and effectiveness and make improvements as appropriate. It will periodically report the results of this process to the Trustees, who will make an independent assessment of the adequacy of the policy.

*11. Review details*

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| --- |
| Policy name: GAFFI ANTI-BRIBERY AND CORRUPTION POLICY  Version: 1 (March 2021) |
| Reviewed date: March 10th 2021 |
| Next review date: March 2023 |
| Author: Timothy Moss |
| Approved by: GAFFI Board |
| Owner of policy: Timothy Moss |

Appendix 1: Risk Factors   
The following is a list of risk factors that should be considered when assessing corruption and bribery risk within the organization. The list is not intended to be exhaustive.

**Geographical** – risks may be higher in certain countries or regions within countries. Activities in urban areas may pose different risks to activities in rural areas.

**Cultural** – in certain cultures and work environments, bribes may be seen as “business as usual”.

**Sector** – the nature of the sector in which an organization works may pose specific risks.

**Partners** - factors that may impact bribery risk include: size / structure / governance of partners; adequacy of partners’ control systems; partner selection processes; partnership contracts and agreements; and partners’ monitoring and support processes; political involvement or connections of partners.

**Procurement** – increased risk where processes are not fair or transparent. Procurement is a high-risk area for bribery.

**Transactions** – certain transactions may carry higher risk; for example, payments to government officials, major contracts and payments through third parties.

**Recruitment** – bribes can be offered or sought as part of recruitment processes.

**New activities** – there may be increased risk when organizations start new activities in which they have limited experience such as humanitarian relief in a new country or commercial operations.

Appendix 2: Red flags that may signal bribery or corruption  
The following is a list of possible red flags that may arise during the course of you working for GAFFI and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for GAFFI, you must report them promptly in accordance with section 6 above:

1. you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
2. you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
3. a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
4. a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
5. a third party request that payment is made to a country or geographic location different from where the third party resides or conducts business;
6. a third party requests an unexpected additional fee or commission to "facilitate" a service;
7. a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
8. a third party requests that a payment is made to "overlook" potential legal violations;
9. a third party requests that you provide employment or some other advantage to a friend or relative;
10. you receive an invoice from a third party that appears to be non-standard or customized;
11. a third party insists on the use of side letters or refuses to put terms agreed in writing;
12. you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
13. a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
14. you are offered an unusually generous gift or offered lavish hospitality by a third party.

Appendix 3: Prevention of Corruption – Third Party Guidelines   
**Prevention of Corruption – Third Party guidelines**

The GAFFI Anti-Bribery and Corruption Policy requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GAFFI (whether through a third party or otherwise) conducts business. The GAFFI Anti-Bribery and Corruption Policy requires all GAFFI employees and any third party acting for or on behalf of GAFFI to ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GAFFI business. GAFFI values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GAFFI employees, officers, or third-parties acting for or on behalf of the GAFFI.

**Corrupt Payments** – GAFFI employees and any third party acting for or on behalf of GAFFI, shall not, directly or indirectly, promise, authorise, ratify or offer to make or make any “payments” of “anything of value” (as defined in the glossary section) to any individual (or at the request of any individual) including a “government official” (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the company in obtaining or retaining business.

**Government Officials** – Although GAFFI´s policy prohibits payments by GAFFI or third parties acting for or on its behalf to any individual, private or public, as a “quid pro quo” for business, due to the existence of specific anticorruption laws in the countries where we operate, this policy is particularly applicable to “payments” of “anything of value” (as defined in the glossary section), or at the request of, “government officials” (as defined in the glossary section).

**Facilitating Payments** – For the avoidance of doubt, facilitating payments (otherwise known as “greasing payments” and defined as payments to an individual to secure or expedite the performance of a routine government action by government officials) are no exception to the general rule and therefore prohibited.

**Glossary**

The terms defined herein should be construed broadly to give effect to the letter and spirit of the Anti-Bribery and Corruption Policy. GAFFI is committed to the highest ethical standards of business dealings and any acts that create the appearance of promising, offering, giving or authorising payments prohibited by this policy will not be tolerated.

**Anything of Value**: this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

**Payments**: this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.

**Government Official** shall mean: (where ‘government’ means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) are defined broadly as:

• Any officer or employee of a government or any department, agency, or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state);

• Any officer or employee of a company or business owned in whole or part by a government;

• Any officer or employee of a public international organization (for example, the World Bank or United Nations);

• Any officer or employee of a political party, or any candidate for public office; • Any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or • Any person acting in an official capacity for or on behalf of any of the above.

**Recipient’s obligations**

1. The Recipient acknowledges receipt of the ‘Prevention of Corruption – Third Party Guidelines’ and agrees to perform its obligations under this Agreement in accordance with the principles set out therein.
2. The Recipient agrees to comply at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws of the territory in which the Recipient conducts activities with GAFFI or represents GAFFI, unless such a law or regulation would contravene UK and/or Swiss laws or regulations.
3. The Recipient agrees that it has not, and that it will not, in connection with the performance of this Agreement, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, directly or indirectly:
4. to any individual including Government Officials (as defined in Appendix 3); or
5. to an intermediary for payment to any individual including Government Officials; or
6. to any political party. It is the intent of the parties that no payments or transfers of value shall be made, promised, authorised, ratified or offered with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing an improper advantage or obtaining or retaining business.
7. The Recipient shall keep a record of any meetings with senior Government Officials with respect to any significant transactions required under this Agreement and, when requested by GAFFI, shall share these records with GAFFI. Also, the Recipient*,* where appropriate, shall allow the presence of a GAFFI designated representative at any such meeting, if asked. Such record keeping and reporting to GAFFI is not intended to impede the Recipient’s legitimate and normal activities and requests shall not be exercised maliciously or vexatiously by GAFFI.
8. The Recipient represents that it has not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offences, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programmes.
9. Each party represents and warrants to the other that except as disclosed in writing:
10. it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and
11. it shall maintain arms length relations with all third parties (including government officials) with which it deals for or on behalf of the other party.
12. GAFFI shall have the right at any time to conduct an investigation and audit of the Recipient, including the use of search and compliance tools such as Descartes Visual Compliance system. Furthermore, during the term of this agreement, to monitor compliance of the Recipient with the terms of the UK Bribery Act and/or relevant Articles under The Swiss Crimnal Code, subject to giving reasonable notice, being not less than 14 days, and upon GAFFI covering the reasonable costs of the Recipient. The Recipient shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GAFFI, but which shall not be exercised maliciously or vexatiously by the GAFFI.
13. The Recipient shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records such that full and transparent disclosure may be made under any relevent Accounting Principles, and each document upon which entries in such books and records are based is complete and accurate in all material respects. The Recipient shall keep all such records for no less than ten years from the date of termination or expiration of this Agreement. The Recipient must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
14. The Recipient agrees that GAFFI may make full disclosure of information relating to a possible violation of the terms of this Agreement at any time and for any reason to any competent government bodies and its agencies and give written notice thereof to the Recipient if required to do so under relevant applicable law. GAFFI confirms its intention, in the event of any such disclosure, is not to prejudice (a) the Recipient or its appointed agent’s internal or external investigation, or (b) any civil or criminal litigation.
15. GAFFI shall be entitled to terminate this Agreement immediately on written notice to the Recipient, if the Recipient fails to perform its obligations in accordance with the UK Bribery Act and/or relevant Articles under The Swiss Crimnal Code. The Recipient shall have no claim against GAFFI for compensation for any loss of whatever nature by virtue of the termination of this Agreement due to lack of compliance with the UK Bribery Act and/or relevant Articles under The Swiss Crimnal Code. To the extent (and only to the extent) that the laws of the territory provide for any such compensation to be paid to the Recipient upon the termination of this Agreement the Recipient hereby expressly agrees to waive (to the extent possible under the laws of the territory) or to repay to GAFFI any such compensation or indemnity.