**ACKNOWLEGMENT OF UNDERSTANDING OF ANTI-CORRUPTION UNDERTAKINGS**

**PRIVATE ENTITY / SIGNATORY**

TOTAL is organizing the Challenge ARGOS. Teams composed of several partners (academic and industrial) are encouraged to respond to a call for project, and selected teams will receive funding from Total to develop innovative solutions in the field of robotic. At the end of the Challenge ARGOS, the winning team will be determined.

Inthe event that our team is selected, we understand that we will have to enter into a formal agreement with TOTAL and the other partners of the team (“the Challenge ARGOS Agreement”), and that the terms and conditions herein will apply.

**Definitions**   
**PUBLIC OFFICIAL** means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

**CLOSE FAMILY MEMBER** means a spouse or partner of a PUBLIC OFFICIAL; one of his/her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member of a PUBLIC OFFICIAL

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| **Article 1- Anti-corruption undertakings** |
| In recognition of the principles enshrined in the various pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Challenge ARGOS Agreement and any other anti-corruption laws otherwise applicable to the PARTIES or their ultimate parent company, |
| **1.** Each Partner, in respect of the Challenge ARGOS Agreement and the matters that are the subject of the Challenge ARGOOS Agreement, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through a CLOSE FAMILY MEMBER or other intermediary, to or for the use of any PUBLIC OFFICIAL, where such payment, gift, promise or advantage would be for purposes of: |
| (i) influencing any act or decision of such PUBLIC OFFICIAL; |
| (ii) inducing such PUBLIC OFFICIAL to do or omit to do any act in violation of his or her lawful duties; |
| (iii) securing any improper advantage; or |
| (iv) inducing such PUBLIC OFFICIAL to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise. |
| **2.** Each Partner, in respect of the Challenge ARGOS Agreement and the matters that are the subject of the Challenge ARGOS Agreement, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a PUBLIC OFFICIAL) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the Challenge ARGOS Agreement. |
| **3.** Each Partner shall cause his personnel and subcontractors to comply with the obligations set forth in this article and to warrant the same under the terms of their agreements with any subcontractors. In particular, each Partner shall perform anti-corruption compliance due diligences on all major subcontractors and TOTAL reserves the right  (i) to request proof of and/or documentation relating to such due diligences; and, where necessary  (ii) to reject or request replacement of non-complying subcontractors. |
| **4**. All financial settlements, billings and reports rendered to TOTAL shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Challenge ARGOS Agreement. Each Partner also shall maintain adequate internal controls to ensure that all payments made in performance of the Challenge ARGOS Agreement are authorized and in compliance with the Challenge ARGOS Agreement. TOTAL reserves the right to perform itself or through a duly authorized representative audits at each Partner’s premises of all payments made by or on behalf of each Partner for the work performed under the Challenge ARGOS Agreement. Each Partner agrees to cooperate fully in any such audit, including by making the relevant books and records available to TOTAL or its duly authorized representative and by answering any relevant questions that TOTAL may have relating to each Partner’s performance under the Challenge ARGOS Agreement. |
| **5.** All payments by TOTAL to each Partner shall be made in accordance with the terms of payment specified in the Challenge ARGOS Agreement. The payment indications that will be notified in the invoices shall be deemed to constitute a representation and warranty by each Partner that the bank account so notified is owned solely by such Partner and that no person other than such Partner has any ownership of or interest in such account. |
| **6.** Each Partner represents and warrants that no PUBLIC OFFICIAL or CLOSE FAMILY MEMBER owns or possesses, directly or indirectly, shares or any other beneficial interest in such Partner (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of such Partner, except for any ownership, interest or position that such Partner has disclosed to TOTAL in writing. The foregoing representation and warranty will continue so long as the Challenge ARGOS Agreement remains in effect.  Each Partner agrees to notify TOTAL promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a PUBLIC OFFICIAL or CLOSE FAMILY MEMBER owns or acquires, directly or indirectly, shares or any other beneficial interest in such Partner, or is or becomes a director, officer or agent of such Partner, such Partner shall take appropriate steps to ensure that such PUBLIC OFFICIAL or CLOSE FAMILY MEMBER avoids any conflict of interest and complies with the laws applicable to him/her which prohibit conflicts of interests on the part of PUBLIC OFFICIALS and with the anti-corruption provisions described in the articles 1 and 2 above. |
| **7.** EachPartner shall promptly give notice to TOTAL of any investigation or legal proceeding initiated against such Partner by any public authority relating to an alleged violation of applicable anti-corruption laws by such Partner or subcontractor in relation to operations and activities performed under the Challenge ARGOS Agreement. |
| **8.** Without prejudice to any other rights or remedies TOTAL otherwise may have hereunder or at law, including but not limited to damages for breach of the Challenge ARGOS Agreement, if any of the undertakings or requirements of this article have not been complied with or fulfilled by the Partner in any material respect, TOTAL shall have the right: |
| (i) to suspend payment and/or require reimbursement of any advance payment made under the Challenge ARGOS Agreement, and/or |
| (ii) to suspend and/or terminate the Challenge ARGOS Agreement for Partner’s default with immediate effect. |

**9. APPLICABLE LAW**

This document shall be governed by French Law.

Accepted and agreed upon for and on behalf of:

Name (duly authorized):

Title:

Signature:

Date: