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

**PUBLIC 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.** The PARTIES accept and acknowledge that, in the event any Partner or subcontractor may, whether now or in the future, be considered as a governmental entity or quasi-governmental entity at law, it is possible that a PUBLIC OFFICIAL may serve as a director, officer or employee of such Partner or subcontractor or his/its Affiliates. In such event, the PARTIES agree that, the Partner or such subcontractor may have one or more directors, officers or employees who qualify as PUBLIC OFFICIALS, provided that:   1. The PUBLIC OFFICIAL is occupying such position within the Partner or subcontractor fully in accordance with laws that are applicable to such party and as may be required there-under; 2. Any any payment to or on behalf of the PUBLIC OFFICIAL does not exceed the remuneration that would be reasonable for a person serving in that particular position within the Partner or subcontractor; and 3. Such remuneration is fully consistent with the applicable laws and the matters that are the subject of the Challenge ARGOS Agreement and is not made to influence any official act, decision or omission of such PUBLIC OFFICIAL or reward the PUBLIC OFFICIAL in respect of any of the same that may have been taken in the past. |
| **7.** Each Partner 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 authorised):

Title:

Signature:

Date: