

**Table 2**

**ECGD’s anti-corruption procedures: exact wording from the forms**

*(Please note however that the numbering of the paragraphs does not, for the sake of simplicity and clarity, correspond to the paragraph numbers in the relevant ECGD forms).*

	Pre-May 2004 procedures	May 2004 procedures	December 2004 procedures	July 2006 (post-consultation) procedures
<b>1. Disclosure on agents and agents commission</b>	As of April 2003, ECGD began to ask questions about agents in its application forms, including amount of commission, name and address of agent, country where commission is payable, whether the agent is acting for the buyer and details of the services that the agent is providing. Prior to April 2003, ECGD only asked the amount of commission and the place of payment. The application form referred solely to “the Agent”.	<u>Main question:</u> (Application Schedule) Has any agent or other intermediary been or will be involved by you or any of your Affiliates directly or indirectly, in the process leading to the Supply Contract being awarded to you or in connection with any subsequent matters relating to the Supply contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind? <i>(If yes, you must complete the following sections. If more than one agent or intermediary is involved you must provide separate answers in respect of each party.)</i> <u>Supplementary questions:</u> a) Name and address of agent or intermediary b) Is the agent or intermediary acting for the purchaser? c) Please give details of the services that the agent or intermediary is performing d) Will you or any Affiliate or anyone acting on your or ay of your Affiliate’s behalf make	<u>Main question:</u> (Application Schedule) Is all or any part of any commission payable to any agent or other intermediary engaged by your or any Controlled company and involved, directly or indirectly, in the process leading to the Supply contract being awarded to you or in any subsequent matters relating to the Supply Contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind, intended to be covered in any way by ECGD support? <i>(If yes, please complete [the relevant sections] below, if no go to [next section]. If more than one agent or intermediary is involved please provide separate answers in respect of each party.)</i> If your answer to the question in [the section above] is ‘no’ and you are	<u>Main question:</u> (Application Schedule) Is there any Agent (as defined in [the relevant paragraph] of this Application) who has acted, or who will act, in relation to the Supply Contract or any Related Agreement? <i>(If yes, please complete [the relevant sections below]. If more than one Agent is involved, please provide separate answers in respect of each Agent.)</i> <u>Definition of Agent in the Application:</u> “ ‘Agent’ means any agent, intermediary, consultant or other person: who has been instructed by us or on our behalf; and who has been directly or indirectly involved in the process of tendering for, or seeking the award or, the Supply Contract or any Related Agreement.” <u>Supplementary questions:</u> a) Name and address of Agent <i>(If [in the relevant section below] you request ECGD to</i>

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		<p>any payments to the agent or intermediary in respect of the Supply contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind?</p> <p>e) country or countries where the commission is payable (If payment is to be made outside the Purchaser's country, please give an explanation.)</p>	<p>using an agent or intermediary whose commission relating specifically to this contract exceeds or will exceed 5% of the contract price then please complete [the relevant sections] below, otherwise answer "not applicable".</p> <p><u>Supplementary questions:</u></p> <p>a) Name and address of agent or intermediary (<i>If you are unable to provide this information, please give your reason(s) for not being able to do so</i>)</p> <p>b) Please specify the country or countries where the commission is payable</p> <p>c) Does, to the best of your knowledge and belief, any improper relationship exist between the agent or intermediary and the Buyer</p> <p>d) Please give details of the services which the agent or intermediary has provided or is providing</p> <p>e) Please specify the amount (or, if in the form of payments in kind, the value) of the commission relating specifically to this contract that is payable to the agent or intermediary.</p>	<p><i>apply its security of information arrangements in relation to the name and address of any Agent, you should simply state in this section "Security of information arrangements requested".)</i></p> <p>b) Please specify the country or countries where any commission, fee or other remuneration is payable to any Agent</p> <p>c) Please give details of the services which each Agent has provided or is providing</p> <p>d) Please specify the amount (or if in the form of payments in kind, the value) of any fees, commission or other remuneration relating specifically to the Supply Contract that is payable to each Agent.</p>

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<p><b>2. Declarations about affiliates/other entities besides the exporter</b></p>	<p><u>Declarations about convictions and debarment</u> The applicant had to declare that neither it nor any of its directors appear on the World Bank’s list of debarred companies and that they have not “at any time been found by a court to have engaged in any corrupt activity”.</p> <p><u>Anti-bribery representation:</u> “Neither we nor to the best of our knowledge or belief, anyone acting on our behalf with due authority or with our prior consent or subsequent acquiescence has engaged or will engage in any corrupt activity in connection with the contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind”.</p>	<p><u>Declarations about convictions and debarment</u> (Buyer Credit Application form) “We declare that to the best of our knowledge and belief, neither we, nor any of our Affiliates nor any of our or their directors or employees</p> <ol style="list-style-type: none"> <li>1. appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency and</li> <li>2. has at any time freely admitted or been found by a court to have engaged in any Corrupt Activity.</li> </ol> <p><u>Anti-bribery representation:</u> (Buyer Credit Application form) “We understand that ... it will be a condition of a Buyer Credit guarantee being made available for the transaction described in this Schedule:</p> <ol style="list-style-type: none"> <li>1. that neither we, nor to the best of our knowledge and belief, any of our Affiliates nor anyone (including any of our or their employees) acting on our or their behalf with due authority, or with our or their prior consent or subsequent acquiescence has engaged or</li> </ol>	<p><u>Declarations about convictions and debarment</u> (Buyer Credit Application form) “We declare that to the best of our knowledge and belief [definition supplied – see below]:</p> <ol style="list-style-type: none"> <li>1. we, or any Controlled Company or any board director of ours or of any Controlled Company: <ol style="list-style-type: none"> <li>1.1 neither appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency, nor</li> <li>1.2 has at any time during the last five years, other than under duress, admitted having engaged, or been found by a court in any competent jurisdiction to have engaged in any Corrupt Activity that has not previously been notified to ECGD; and</li> </ol> </li> <li>2. The Supply Contract, or any arrangement connected with its financing or procurement has not been, nor will be, used for the</li> </ol>	<p><u>Declarations about convictions and debarment</u> (Buyer Credit Application form) “We declare that</p> <ol style="list-style-type: none"> <li>1. neither we nor any of our Directors <ol style="list-style-type: none"> <li>1.1 appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency; or</li> <li>1.2 has at any time during the last five years, admitted (other than under duress, to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity that has not previously been notified to ECGD;</li> </ol> </li> <li>2. we have made reasonable enquiries for the purpose of ascertaining whether any Group Companies, at the date of this Application, have had, or are intended to have, any material part in the negotiation or obtaining of the Supply Contract;</li> <li>3. we have made reasonable enquiries in relation to any Senior Manager, Agent, Consortium Partner and Involved Group Company in order to ascertain whether any of them (or any Directors of any Consortium Partner or of any Involved Group Company or, if a corporate entity, of any Agent) appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years, admitted to having engaged in, or</li> </ol>
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		<p>will engage in any Corrupt Activity in connection with the Supply contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind; and</p> <p>2. that we have required an/or will require anyone (including any of our employees) acting on our behalf and directly or indirectly involved in obtaining or performing the Supply Contract not to engage in Corrupt Activity in connection with the Supply Contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind, we will monitor compliance with our requirements and we will take appropriate action against anyone found to have engaged in any Corrupt Activity.</p> <p><u>Definition of Affiliate:</u> “Affiliate means in relation to our company, any company which is a member of the same group of companies or any other party to any joint venture or consortium or other similar arrangement with our company in connection with the Supply Contract”</p>	<p>purposes of money laundering (as defined in Part 7 of the Proceeds of Crime Act 2002).</p> <p><u>Anti-Bribery representation:</u> (Buyer Credit Application form) “We understand that .... It is, or will be a contractual term between us and ECGD in relation to any support given by ECGD for the transaction described in the Schedule: 1. that neither we nor to the best of our knowledge and belief [definition supplied – see below] any Controlled Company or anyone (including any employees) acting on our or that Controlled Company’s behalf with due authority, or with our or that Controlled Company’s prior consent or subsequent acquiescence shall have engaged, or shall engage in any Corrupt Activity in connection with the Supply Contract; 2. that if we become aware that any Associate or anyone (including any of its employees) acting on its behalf (with due authority) or with its subsequent acquiescence, has engaged in</p>	<p>been convicted of engaging in, any Corrupt Activity; 4. those enquiries have given us no cause to believe, and we do not believe, that any Senior Manager, Agent, Consortium Partner or Involved Group Company, or any of the Directors of any Consortium Partner, Involved Group Company or Agent, appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years, admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity that has not previously been notified to ECGD.</p> <p><u>Anti-bribery representation:</u> “We declare that: 1. we have not engaged in any Corrupt Activity in connection with the Supply Contract or any Related Agreement; 2. we have not 1) authorised any person to engage in any Corrupt Activity in connection with the Supply Contract or any Related Agreement or 2) consented to, or acquiesced in, any such Corrupt Activity on the part of any person; 3. we have made reasonable enquiries regarding any Consortium Partner, Agent and Involved Group Company and its conduct in relation to the Supply Contract and any Related Agreement; and 4. those enquiries have given us no cause to believe, and we do not believe, that any</p>
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			<p>any Corrupt Activity in connection with the Supply Contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind, we shall promptly notify ECGD accordingly and supply ECGD with full details of the Corrupt Activity in question save where such notification would, or might reasonably be argued to, constitute the offence of “tipping off” under section 333 of the Proceeds of Crime Act 2002;</p> <p>3. that we shall have required or shall require anyone (including any of our employees) acting on our behalf with due authority and involved in obtaining or performing the Supply Contract not to engage in any Corrupt Activity (or any activity which subject to the occurrence of the subsequent events referred to in [the definition of Corrupt Activity – see point 3 below], would amount to Corrupt Activity, in connection with the Supply Contract, we will monitor compliance with that requirement and we will take appropriate action against</p>	<p>Consortium Partner, Agent or Involved Group Company has engaged in any Corrupt Activity in relation to the Supply Contract or any Related Agreement.</p> <p>We understand that it is or will be a contractual term between us and ECGD in relation to any support given by ECGD for the transaction described in the Schedule that:</p> <ol style="list-style-type: none"> <li>1. we have not engaged and will not engage, in any Corrupt Activity in relation to the Supply Contract or any Related Agreement; have not authorised and will not authorise any person to engage in such Corrupt Activity; and have not consented to or acquiesced in, and will not consent to or acquiesce in such Corrupt Activity on the part of any person;</li> <li>2. if we have engaged or engage, or if anyone (including any employee) acting on our behalf (with due authority) or with our prior consent or subsequent acquiescence has engaged, or engaged in any Corrupt Activity in connection with the Supply Contract or any Related Agreement, we will on demand, pay to ECGD: <ol style="list-style-type: none"> <li>2.1 any amounts which ECGD has paid out under its guarantee of the Borrower’s financial obligations under the Loan Agreement;</li> <li>2.2 the net cost to ECGD of making payments under any interest rate support arrangements which ECGD might enter into in relation to the Loan Agreement; and</li> <li>2.3 any amounts which ECGD incurs by</li> </ol> </li> </ol>
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			<p>anyone found to have engaged in any Corrupt Activity.</p> <p><u>Definitions of Controlled Company and Associate:</u>  <i>“Associate means any company (other than ourselves or a Controlled Company) person or other legal entity which is a party to any joint venture, consortium or other similar arrangement 1) which is or will be involved in the performance or financing of all or any part of the Supply contract and 2) to which we are also a party.”</i>  <i>“Controlled Company means any company (in any jurisdiction) which is controlled by us”</i>  <i>“Control and controlled means, in relation to a company, control of that company by virtue of 1) contractual arrangements (including, without limitation, provisions in that, or any other, company’s memorandum and articles of association or the equivalent documents in the case of a company incorporated in a jurisdiction other than that of England and Wales) and/or 2) ownership (whether</i></p>	<p>way of interest, costs, expenses and legal fees under, or in connection with, the Loan Agreement, its support for the Loan Agreement or any agreement entered into between ourselves and ECGD in relation to the Loan Agreement or the Supply Contract;</p> <p>following the earlier of the date on which the relevant Corrupt Activity occurred or the date with effect from which the Supply Contract or any related Agreement, became illegal, void or unenforceable under its governing law as a result of that activity;</p> <p>3. if we become aware that any Consortium Partner or anyone (including any employee of ours or of that Consortium Partner) has engaged in any Corrupt Activity (or any activity which subject to the occurrence of the subsequent events referred to in [the relevant paragraphs of the application form] would amount to Corrupt Activity) in connection with the Supply Contract or any Related Agreement, we shall promptly notify ECGD accordingly and supply ECGD with full details of the Corrupt Activity in question save where such notification would, or might reasonably be argued to constitute the offence of “tipping off” under section 333 of the Proceeds of Crime Act 2002; and</p> <p>4. we:</p> <p>4.1. have required, or as the case may be, shall require anyone (including any of our employees) acting on our behalf (with due authority) who has been, or is involved in obtaining or performing</p>
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			<p>directly or by nominees or trustees) of the majority of the voting share capital of that company”.</p> <p><i>To the best of our knowledge and belief</i></p> <p>“the following is ECGD’s understanding of the expression ... It does not require the person to make any enquiries or in any other way to seek to improve or augment his or her state of knowledge before making the statement ... there is no requirement to seek to verify or bolster a belief by enquiry, other than by a diligent search of the person’s own conscience”.</p>	<p>the Supply Contract or any Related Agreement, not to engage in any Corrupt Activity (or any activity which subject to the occurrence of the subsequent events referred to in the [relevant paragraphs of the application form] would amount to Corrupt Activity) in relation to the Supply contract or any Related Agreement;</p> <p>4.2. will monitor compliance with that requirements; and</p> <p>4.3 will take appropriate action against anyone who has engaged, or engages, in any Corrupt Activity.</p> <p><u>Definition of Group Company, Involved Group Company, Control, Consortium Partner and Related Agreement:</u></p> <p>“<i>Group Company</i> means any company (in any jurisdiction) which is controlled by us or which controls us or which is controlled by a company which controls us.”</p> <p>“<i>Involved Group Company</i> means a Group Company which we, having made the reasonable enquiries referred to [in the declarations about convictions and debarment] below, believe has had, or is intended to have, at the date of this Application, any material part in the negotiation or obtaining of the Supply Contract.”</p> <p>“<i>Control</i> and <i>controlled</i> means in relation to a company ... control of the company controlled 1) by virtue of any contractual arrangements including without limitation any provisions in the memorandum and articles of association (or the equivalent documents in the case of a company</p>
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				<p>incorporated in a jurisdiction other than that of England and Wales) of the company controlled or any other company and/or 2) by virtue of ownership (whether directly or through nominees or trustees of more than 50% of the voting share capital of the company controlled or 3) through a chain of companies each of which controls the next by the means described at 1) and/or 2) above.”</p> <p>“<i>Consortium Partner</i> means any company (other than ourselves), person or other legal entity which is a party to any written joint venture, consortium, or other similar arrangement (other than a sub-contract) to which we are also a party and which joint venture, consortium or other arrangement has been, or will be, entered into in connection with the performance or financing of all, or any part of, the Supply Contract.”</p> <p>“<i>Related Agreement</i> means</p> <ol style="list-style-type: none"> <li>1. any agreement or undertaking, other than any agreement or undertaking for the supply of goods or services to us or any Consortium Partner, which related to the Supply Contract and to which we are, or any Consortium Partner is, a party; and/or</li> <li>2. any consent or authorisation, required by us or any Consortium Partner for the obtaining or performance of the Supply Contract and of which we are, or any Consortium Partner is, the direct recipient or beneficiary.”</li> </ol>
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<p><b>3. Definition of Corrupt Activity</b></p>	<p>“Corrupt Activity means any corrupt activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person) which</p> <ol style="list-style-type: none"> <li>1. has been found by a court in a competent jurisdiction to have rendered the Supply Contract illegal, void, voidable or unenforceable under its governing law; or</li> <li>2. the Supplier or anyone (including any of its employees) acting on its behalf with due authority or with its prior consent or subsequent acquiescence has freely admitted engaging in, or</li> <li>3. has been found by a court in any competent jurisdiction outside the United Kingdom to constitute an offence under any applicable law, or</li> <li>4. has been found by a court in the United Kingdom to constitute an offence under the Prevention of Corruption Acts 1880 to 1916 (as from time to time amended or re-enacted)</li> </ol> <p>and which activity in respect of [the above paragraphs] corresponds to an offence under the Prevention of</p>	<p>“Corrupt Activity means any activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person and the concealment, use or facilitation of the concealment or use by another person of assets of any sort resulting from criminal conduct which</p> <ol style="list-style-type: none"> <li>1. is subsequently found by a court in a competent jurisdiction to have rendered the contract illegal, void, voidable or unenforceable under its governing law, or</li> <li>2. the Insured, any of its Affiliates or anyone (including any of the Insured’s or any of its Affiliates’ employees) acting on behalf of or with the prior consent or subsequent acquiescence of the Insured or any of its Affiliates has freely admitted engaging in, or</li> <li>3. is subsequently found by a court in any competent jurisdiction outside the United Kingdom to constitute an offence under any applicable law, or</li> <li>4. is subsequently found by a court in the United Kingdom to constitute an offence under the Prevention of Corruption Acts 1889 to 1916 (as from time to</li> </ol>	<p>“Corrupt Activity means any activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person which:</p> <ol style="list-style-type: none"> <li>1. is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered the contract illegal, void, voidable or unenforceable under its governing law, or</li> <li>2. the Insured or any Controlled Company or anyone (including any employee) acting (with due authority) on the Insured’s or any Controlled Company’s behalf of or with the Insured’s or any Controlled Company’s prior consent or subsequent acquiescence has, other than under duress, admitted engaging in, or</li> <li>3. is subsequently found by a court in any competent jurisdiction outside the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under any applicable law, or</li> <li>4. is subsequently found by a</li> </ol>	<p>“Corrupt Activity means any activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person which:</p> <ol style="list-style-type: none"> <li>1. is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered the Contract illegal, void, voidable or unenforceable under its governing law, or</li> <li>2. the Insured or anyone (including any employee) acting (with due authority) on the Insured’s behalf of or with the Insured’s prior consent or subsequent acquiescence has, other than under duress, admitted engaging in, or</li> <li>3. is subsequently found by a court in any competent jurisdiction outside the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under any applicable law (except by virtue of any changes to that law having retrospective effect”, or</li> <li>4. is subsequently found by a court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under any</li> </ol>
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	Corruption Acts 1889 to 1916 (as from time to time amended).”	time amended or re-enacted) or the Proceeds of Crime Act 2002 (as from time to time amended or re-enacted)  and which activity in respect of [the above paragraphs] corresponds to an offence under the Prevention of Corruption Acts 1889 to 1916 (as from time to time amended or re-enacted) or the Proceeds of Crime Act 2002 (as from time to time amended or re-enacted).”	court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under the Relevant Acts (except by virtue of an amendment to the Relevant Acts having retrospective effect)  and which activity in respect of [the above paragraphs] corresponds to an offence under the Relevant Acts (except by virtue of an amendment to the Relevant Acts having retrospective effect).”	applicable law  and which activity in respect of [the above paragraphs] corresponds to an offence under the Relevant Acts  provided that, where for the purposes of [paragraph 2 above] any such activity is admitted by either i) a person other than a national of the United Kingdom (as defined in section 109 (4) of the Anti-Terrorism, Crime and Security Act 2001) or ii) a body incorporated under the laws of a country other than the United Kingdom, such activity shall not, for the purposes of this Undertaking, constitute “Corrupt Activity” if such activity was not, at the time it was engaged in, unlawful under the laws and regulations of the country in which it took place.”
<b>4. Audit</b>	No audit rights in relation to the obtaining of a Supply contract.  <u>Audit Clause:</u> (Premium and Recourse Agreement) “any person authorised by ECGD may visit any of [the Supplier’s] premises where records relating to the	<u>Audit Clause:</u> (Premium and Recourse Agreement) “the Insured shall 1. allow any person authorised by ECGD access to its premises during business hours for the purpose of inspecting and taking copies of such records including electronic records as that person may	<u>Audit Clause:</u> (Premium and Recourse Agreement) “the Insured shall 1. permit any person authorised by ECGD and, if other than ECGD personnel, approved by the Insured (such approval not to be unreasonably withheld or delayed by the Insured) to	<u>Audit Clause:</u> (Premium and Recourse Agreement) “1. the Insured shall permit any person authorised by ECGD (and, if other than an official of ECGD, approved by the Insured, such approval not to be unreasonably withheld or delayed by the Insured) to visit during business hours, any of

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	<p>administration of this Agreement and the Supply Contract are kept during business hours for the sole purpose of inspecting auditing and taking copies of any records preserved in any medium or form including record stored electronically which relate specifically to the performance of the Supply Contract and the making of Disbursement Claims under the Loan Agreement and it will furnish such oral or written explanations thereof within its knowledge as ECGD's authorised representatives may reasonably require and permit them to take any copies they may reasonable require upon condition that ECGD will:</p> <ol style="list-style-type: none"> <li>1. give not less than five Business Days notice of such visit</li> <li>2. observe any legal privilege that may exist in respect of records held by the Supplier</li> <li>3. on request pay to the Supplier the cost of supplying any copies of records supplied and</li> <li>4. hold in confidence any information or copy record obtained from the Supplier when ECGD considers they</li> </ol>	<p>reasonably require that relate to the Policy or the Contract including but not limited to records that relate to the actions taken by the Insured to obtain the Contract, the Insured's performance and administration of the Contract, including the financing thereof, and any measures taken to prevent, detect and deal with Corrupt Activity, and the placing of any sub contracts, and the employment of any payments to or for the benefit of any agents or other intermediaries involved directly or indirectly at any time with the Contract and shall provide such explanation within its knowledge of those records as that person may reasonably require, provided that ECGD shall give no less than five business days' notice of such inspection and shall on request reimburse the Insured for the cost of such copies and shall respect any legal privilege that may exist in respect of those records and shall destroy or on request return those records to the Insured when the ECGD consider they have served the purpose for which they were obtained and shall treat as confidential all information so obtained,</p>	<p>visit any of its UK premises where records relating to the performance of this Policy or the Contract are kept during business hours for the sole purpose of inspecting, auditing and taking copies of any records, other than those covered by legal privilege, preserved in any medium or form including records stored electronically which relate specifically to the performance of this Policy or the Contract;</p> <ol style="list-style-type: none"> <li>2. if ECGD confirms in writing to the Insured that it has reasonable grounds for suspecting that an employee, partner, agent or intermediary of the insured has been engaged in any Corrupt Activity (or any activity which subject to the occurrence of the subsequent events referred to in [the relevant paragraphs of the definition of Corrupt Activity] would amount to Corrupt Activity) in connection with the Contract, permit an independent third party acceptable to the Insured and ECGD to visit any of its UK premises where records relating to the obtaining and performance of the Contract</li> </ol>	<p>the Insured's premises in the United Kingdom where Records are kept for the sole purpose of inspecting, auditing and taking copies of any Administration Records provided that ECGD gives to the Supplier at least five business days' notice of that visit;</p> <ol style="list-style-type: none"> <li>2. the Insured shall permit any person authorised by ECGD (and if other than an official of ECGD, approved by the Insured, such approval not to be unreasonably withheld or delayed by the Insured) to visit during business hours any of the Insured's premises in the United Kingdom where Contract Records are kept in order to inspect any Contract Records to the extent necessary to verify the accuracy of any statements made, and any information given, by the Insured in [the relevant section of the Proposal] provided that ECGD gives the Supplier at least five Business Days' notice of that visit;</li> <li>3. In relation to [the above] clauses, the Insurer shall furnish such oral or written explanations within its knowledge of any Records as ECGD's authorised representative or ECGD's</li> </ol>

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	<p>have served the purpose for which they were obtained.</p>	<p>subject to ECGD’s obligations at law or under the Code of Practice on Access to Government Information or its obligations to Parliament as a Government Department and ECGD’s right to disclose such information in confidence to its reinsurers or professional advisers in connection with its portfolio management.”</p>	<p>are kept during business hours for the sole purpose of inspecting and auditing any records, other than those covered by legal privilege, preserved in any medium or form, including stored electronically which relate a) specifically to the Insured’s obtaining of the Contract or the employment of, and payments to or for the benefit of any agents or other intermediaries involved directly or indirectly at any time with the Contract and b) only to the period up to the date of award of the Contract ... provided that ECGD may only inspect and audit Contract Records for the sole purpose of verifying statements made, and information given, to ECGD by the Insured in the Proposal; and  2. in relation to [the above clauses] furnish such oral or written explanations thereof within its knowledge as ECGD’s authorised representative or ECGD’s personnel (as the case may be ) may reasonably require and permit them to take any copies of any of the Administration Records they</p>	<p>personnel (as the case may be) may reasonably require and permit them to take any copies of any of the Records which they may reasonably require upon condition that ECGD will on request pay to the Insured the cost of supplying any copies of the Records;  4. Any Confidential Information will be held by ECGD in confidence on the terms set out in [the relevant paragraph of the Proposal] or (where applicable) the terms of the security of information arrangements ... or both;  5. Where practicable, ECGD will give notice to the Insured of any application made under the Information Legislation for the disclosure of Confidential Information; and nothing in this clause shall imply that the Insured considers any Confidential Information to be disclosable under the Information Legislation;  6. To the extent permitted by its obligations at law and its responsibilities as a Government Department, ECGD will destroy Confidential Information, or if so requested, return it to the Insured, when ECGD considers that it has served the purpose for which it was obtained;</p>

	Pre-May 2004 procedures	May 2004 procedures	December 2004 procedures	July 2006 (post-consultation) procedures
			<p>may reasonably require upon condition that ECGD will:</p> <p>2.1. give not less than five business days notice of such visits referred to [in the clauses above]</p> <p>2.2. on request pay to the Insured the cost of supplying any copies of the Administration Records,</p> <p>2.3. hold in confidence, and not disclose to any third party without the Insured's prior written consent, the Records, the contents thereof and all written or oral explanations provided in respect thereof subject to ECGD's obligations at law or under the Code of Practice on Access to Government Information (the "Code") or its obligations to Parliament as a Government Department and ECGD's right to disclose any of the Confidential Information in confidence to its reinsurers or professional advisors in connection with its portfolio management activities, provided, in the case of such reinsurers or professional advisers, that ECGD shall a) ensure that all persons to whom any of the Confidential Information is disclosed in accordance</p>	<p>....</p> <p><u>Definition of "Contract Records", "Administration Records", "Records":</u></p> <p><i>"Contract Records</i> means records stored electronically which relate 1) specifically to the Insured's obtaining of the Contract or the employment of, and payments to or for the benefit of, any agents or other intermediaries involved directly or indirectly at any time with the Contract and 2) only to the period up to the date of award of the Contract."</p> <p><i>"Administration Records</i> means any records, other than those covered by legal privilege, in any medium or form including records stored electronically which relate to the performance of the Contract."</p> <p><i>"Records</i> means the Administration Records and the Contract Records."</p>

	Pre-May 2004 procedures	May 2004 procedures	December 2004 procedures	July 2006 (post-consultation) procedures
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			<p>with this clause shall hold the same in confidence and ECGD shall be responsible for any breach of confidence by any reinsurer or professional adviser to whom it discloses any of the Confidential Information under the Code, and b) to the extent permitted by law, give the Insured reasonable notice of its intention to disclose any Confidential Information under the Code and consult with the Insured in deciding wheter to disclose any confidential Information under the Code, and</p> <p>2.4. destroy the Confidential Information, or if so request, return it to the Insured when ECGD considers that it has served the purpose for which it was obtained.</p>	
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