

Dated: \_\_\_\_\_

## Integrity Pact

*Between*

PI Brilliant Berhad (263491-P) whose registered office is situated at 77 & 78, Jalan Teknologi 3/9, Bistari D’Kota, PJU 5, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan (“PIBB”)

*and*

Syarikat X (No berdaftar syarikat XXXXXX), whose registered office is situated at XXXXXX

### Preamble

- (1) The parties intend to enter into a contract (the “contract”) for [*the supply of goods or services*] by **Company X** to PIBB
- (2) The above parties have agreed to enter into this pact which shall be binding as an agreement between the parties based on the mutual declarations and undertakings herein contained.

### 1. Declaration by PI Brilliant Berhad (hereinafter referred to as “PIBB”)

- 1.1 PIBB hereby confirms that, in its dealings with **Company X**:
  - 1.1.1 Our staff **will not** demand, offer or accept any bribe, gift, favour, benefit, advantage, or any other form of ‘gratification’ as defined under Clause 3 of the Malaysian Anti-Corruption Commission Act 2009 included in the Appendix below. This includes staff or any other person, organisation or third party acting, directly or through a friend, relative or other third party in relation to business dealings between PIBB and **Company X**.
  - 1.1.2 Our staff will not communicate, disclose, or make available, all or any part of confidential, proprietary information and/or intellectual property relating to this contract, other than in the proper performance of the contract.
  - 1.1.3 Our staff will report to PIBB, through its whistleblowing channels, or to an appropriate enforcement agency, such as the Malaysian Anti-Corruption Commission (“MACC”) or the police, any acts of corruption.
- 1.2 Where a violation of the above occurs, PIBB shall pursue appropriate sanctions against the staff member(s) involved.

## **2. Declaration by Company X**

- 2.1 In relation to all our dealings with PIBB, we, the undersigned representing, and on behalf of Company X, agree that:
- 2.1.1 Our staff will not demand, accept or offer any bribe, gift, favour, benefit, advantage, or any other form of gratification as defined under Clause 3 of the Malaysian Anti-Corruption Commission Act 2009, for himself or any other person, organisation or third party, directly or through a friend, relative or other third party in relation to business dealings between PIBB and Company X.
  - 2.1.2 Our staff will whistleblow on any corrupt activities, to PIBB through its whistleblowing channels, or to any relevant enforcement agencies, such as the MACC or the police, including those activities perpetrated by individuals within our company.
  - 2.1.3 We will act in a fair and transparent manner by refusing to collude with other suppliers, contractors and/or third parties to secure any further contracts with PIBB, or influence the price of goods and services provided. We will also report to PIBB, through its whistleblowing channels, any such attempts made by others to involve Company X in acts of collusion against PIBB.
  - 2.1.4 We will ensure that staff and other representatives of the company are aware of the provisions above as well as their responsibilities as representatives of our company.
  - 2.1.5 We will provide full cooperation to PIBB to enforce the conditions stipulated above.

## **3. Sanctions for non-compliance**

- 3.1 If Company X is found to violate the provisions laid out in Section 2, PIBB may apply, in its absolute discretion, to the extent permitted by law, any or all of the following sanctions:
- 3.1.1 Denial or cancellation of the contract;
  - 3.1.2 Non-payment of fees/expenses;
  - 3.1.3 Debarment by PIBB of Company X and its Directors from being considered for further contracts, for such period as PIBB may deem appropriate, and
  - 3.1.4 Other legal proceedings as PIBB may deem appropriate.
- 3.2 Any disputes in relation to sanctions applied are to be resolved via the arbitration process, as set out in Section 4 below.

#### **4. Arbitration**

- 4.1 In the event of arbitration, a tribunal will be formed to settle the dispute. The tribunal shall consist of three arbitrators. Each of the two parties may select one arbitrator, with the third being an independent arbitrator mutually agreed by both arbitrators so appointed.
- 4.2 The place of the arbitration shall be in Shah Alam, at a site selected by the arbitration tribunal.
- 4.3 The language of the arbitration shall be in Bahasa Malaysia or English.
- 4.4 Any disputes relating to these arrangements shall be settled in accordance with the laws of Malaysia under the rules of the Malaysian Arbitration Act 2005.
- 4.5 The ruling of the tribunal will be final and binding on all parties.
- 4.6 The costs of arbitration will be borne equally by both parties in dispute, with charges by the tribunal quoted and agreed upon prior to commencement.

#### **5. Legal basis**

This Pact is subject to the laws of Malaysia and the Parties hereby declare that this Pact is made in good faith and is legally binding.

#### **6. Miscellaneous**

Changes and supplements to this Pact must be mutually made in writing.

**Signatories**

IN WITNESS WHEREOF the parties have hereunto executed this Pact on the day and year first above written.

For and on behalf of PIBB:

For and on behalf of **Company X**:

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Name

Name

Designation

Designation

Date

Date

in the presence of:

in the presence of:

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Name

Name

Designation

Designation

Date

Date

## **Appendix: Clause 3 of the Malaysian Anti-Corruption Commission Act 2009**

“Gratification” means—

- a)* money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- b)* any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- c)* any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- d)* any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- e)* any forbearance to demand any money or money’s worth or valuable thing;
- f)* any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- g)* any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (*a*) to (*f*).