

The University of Sydney Vietnam Institute Company Limited

THIRD PARTY CODE OF CONDUCT (ANTI-BRIBERY AND CORRUPTION) 2025

Adopted by: The Members' Council of the University of Sydney Vietnam Institute Company Limited

Adopted on: 16 September 2025

Last amended: n/a

1. COMMENCEMENT

This Code commences on 1 October 2025.

2. SCOPE OF POLICY

- (a) This Code applies to all third parties who:
 - (i) are controlled by the Company;
 - (ii) act on behalf of the Company;
 - (iii) provide services to or for the benefit of the Company (either directly or indirectly); or
 - (iv) are contractually obliged to comply with this Code.
- (b) All third parties identified in this clause 2 are collectively referred to as “**Third Parties**” throughout this Code.
- (c) This Code is to be read in conjunction with other relevant policies of the Company as published and notified to all Third Parties from time to time.

3. STATEMENT OF INTENT

- (a) The Company is committed to operating in accordance with applicable laws and the highest standards of ethical behaviour at all times. As part of this commitment, the Company prohibits any activity that seeks to bribe or otherwise improperly influence an Office Holder, or any other individual or entity in the public or private sector, to act (or omit to act) in a way that differs from the proper performance of their role or function.
- (b) The purpose of this Code is to achieve operational compliance with all applicable anti-bribery laws across the operations of the Company in Vietnam. Achieving this will provide a strong foundation for transparent activities of the Company in line with University expectations and local regulations.
- (c) There is both domestic and foreign legislation prohibiting corruption in both the private and public sectors, including, but not limited to:
 - (i) *Vietnam Criminal Code 2015*;
 - (ii) *Vietnam Law on Prevention and Combat of Corruption 2018*;
 - (iii) *Criminal Code Act 1995* (Commonwealth of Australia);
 - (iv) *Independent Commission Against Corruption Act 1988* (NSW, Australia);
 - (v) *U.K. Bribery Act (2010)*; and
 - (vi) *Foreign Corrupt Practices Act (1977) (15 U.S.C. § 78dd-1, et seq.)*.
- (d) The laws identified above, as amended from time to time, and any other applicable local laws are collectively referred to as “**Anti-Bribery Laws**” throughout this Code.
- (e) All Third Parties must comply with Anti-Bribery Laws at all times. Upon request by the Company, Third Parties must:
 - (i) sign and comply with a Certificate of Compliance substantially in the form of Annexure 1 to



this Code; or

- (ii) otherwise agree to comply with the terms of this Code in a legally binding document; prior to the commencement of their relationship with the Company.

4. RESPONSIBILITY

- (a) The Institute Director of the Company will be responsible for compliance with this Code by Third Parties.
- (b) The Members' Council of the Company will be responsible for compliance with this Policy by the Institute Director. Any Institute Director approvals required under this policy in connection with any conduct, activities, Gifts or Business Courtesies directly involving the Institute Director, must be approved by the Chair of the Members' Council of the Company.

5. THIRD PARTIES

5.1 Engagement of Third Parties

- (a) The Company will retain Third Parties in accordance with principles and guidelines set out in any internal policies and this Code.
- (b) Third Parties will be engaged based on lawful commercial considerations, including but not limited to the quality of their goods and services, and under no circumstances based on personal interest or preference.
- (c) The Company will not engage any Third Parties that do not sign and comply with this Code.

5.2 Commitments

- (a) Third Parties must, at all times, in the course of their duties, work, transactions or activities with, on behalf of or in connection with the Company:
 - (i) conduct negotiations, work, transactions or activities in connection with the Company in a fair and transparent manner that upholds the integrity, values and good reputation of the Company;
 - (ii) comply with all applicable Anti-Bribery Laws and this Code;
 - (iii) ensure that the interests of the Company are paramount;
 - (iv) inform any Third Party engaged in work, transactions or activities through or in connection with the Company about this and obtain its signed Certificate of Compliance;
 - (v) avoid dealing with any party known or reasonably suspected to be paying or receiving bribes or any other form of corruption;
 - (vi) not improperly influence or seek favour from any person, Member of Public or Office Holder in any way that is inappropriate or intended to result in a gain, Benefit or advantage for the Third Party, Company, University or other person;
 - (vii) avoid paying for or receiving any of Personnel's costs incurred in engagement, including but not limited to travel, accommodation, dining and entertainment costs or other Business Courtesies; and
 - (viii) ensure compliance with this Code by all its officers, employees, representatives and agents.

5.3 Improper Activities

Third Parties must not engage in any of the following conduct with any Office Holder or Member of Public in connection with any Company work, transactions or activities:

- (a) make any promise, offer or payment of a Benefit:
 - (i) which represents an Improper Activity, including but not limited to a bribe or offer of a bribe;
 - (ii) to obtain or retain the business of the Company in violation of this Policy or Anti-Bribery Laws; or
 - (iii) that violates the Anti-Bribery Laws or is of questionable legality.



5.4 Conflicts of Interest

- (a) Third Parties must not engage in any work, transactions, or activities with, for or on behalf of the Company which involve individuals with whom they have a Personal Relationship, unless:
 - (i) the work, transactions or activities and any negotiations occur at arm's length;
 - (ii) they have provided full disclosure of the relationship to the Institute Director and the Institute Director has approved the arrangement; and
 - (iii) the relationship is recorded accurately and in writing.

5.5 Gifts and Business Courtesies

- (a) Except as permitted by this Policy, Personnel must not give, accept or solicit a Gift to or from an Office Holder or Member of Public in connection with any Company work, transactions or activities unless it meets all of the following conditions:
 - (i) it must be permissible by a written law;
 - (ii) it must comply with both the recipient's and donor's policies and rules;
 - (iii) it must be approved in writing (prior to giving or receiving the Gift) by the Institute Director;
 - (iv) it must not, and must not be intended to, improperly induce or reward a favourable action in any relationship, commercial or otherwise, or to obtain a particular business or commercial advantage;
 - (v) it must not directly or indirectly compromise or influence the recipient in the discharge of their duties (or reasonably appear to do so);
 - (vi) it must be reasonably and lawfully provided or received within the ordinary course of business to:
 - (A) communicate information about the donor's products or services; and
 - (B) establish, preserve or enhance a business relationship; and
 - (vii) it must be modest in value;
 - (viii) it must be provided or received openly and transparently; and
 - (ix) in the case of an Office Holder, it must not be provided to the immediate or extended family members, friends, or guests of the Office Holder.
- (b) Third Parties may not give a Gift to an Office Holder if the Office Holder has direct or indirect decision-making responsibility over an anticipated or pending decision that will affect the interests of the University or the Company. Examples of such an Office Holder with such responsibility include:
 - (i) An Office Holder that is in a position to grant permits or approvals for the University or the Company; and
 - (ii) An Office Holder who exercises a commercial function (e.g., is a manager at a state-owned enterprise) and is currently involved in contractual negotiations or other ongoing business dealings with the University or the Company.
- (c) No Business Courtesy may be provided to an Office Holder in connection with any Company work, transactions or activities except under the following conditions:
 - (i) the Business Courtesy must be provided at a time and place that are recognised as appropriate for business activities; and
 - (ii) the costs of meals and entertainment must be reasonable.

5.6 Random Audit and Investigation

The Company will monitor the relationship between Personnel and Third Parties. This may involve searches in applicable databases, monitoring of correspondence, and review of all payments made or work, transactions or activities engaged in by Third Parties.

5.7 Database

- (a) The Company will maintain a database that records the information of Third Parties that have



engaged with the Company.

- (b) The database should contain the following information as available and relevant:
 - (i) the organisation's name, contact person's name and position, address, telephone and facsimile numbers, e-mail address, social media account details of the Third Party;
 - (ii) if the Third Party does business through a corporation or partnership name, the name of such entity;
 - (iii) the names of the Third Party's ultimate beneficial owners;
 - (iv) the country or province in which the Third Party performs services on behalf of the Company;
 - (v) the principal contact representing the Third Party;
 - (vi) the date of expiration of the agreement with the Third Party;
 - (vii) the scope of the agreement, including information regarding whether it is exclusive or non-exclusive;
 - (viii) the commission rate or compensation arrangement with the Third Party; and
 - (ix) any Conflict of Interest with Third Parties.

6. REPORTING CORRUPT BEHAVIOUR

6.1 Reporting Requirements

- (a) Third Parties must, as soon as reasonably possible, report any known or suspected breach of this Code, including any Improper Activity, to the Institute Director.
- (b) A disclosure may be made orally or in writing, and Third Parties providing the disclosure can choose to remain anonymous.
- (c) Wilful blindness to, or ignoring, any breach or suspected breach of this Code is prohibited, and may result in legal action against the Third Parties.
- (d) Third Parties who in good faith report any potential or actual breaches of this Code will not be subjected to detrimental action by way of reprisal for having done so.
- (e) As far as possible, the Company and the University will treat such reports confidentially, including taking steps to protect the identity of the person making the report.
- (f) Third Parties that wilfully make a false or misleading report may be subject to legal action.
- (g) If the Institute Director determines any reported transaction to be compliant with this Code and any Anti-Bribery Laws, the transaction may be, or continue to be, undertaken.

6.2 Activities That Must be Reported

- (a) Third Parties must report any of the following situations to the Institute Director:
 - (i) any unusual payment pattern, financial arrangement or election to perform services through or in connection with the Company;
 - (ii) any excessive hospitality, including but not limited to frequent claims for hospitality provided to Third Parties, multiple claims for small amounts, expense claims with incorrect descriptions, or any extravagant or luxurious trips, site visits or unrelated travels;
 - (iii) a Member of Public or Office Holder with whom Third Parties are dealing in connection with the Company, who has a reputation for engaging in Improper Activity;
 - (iv) a Member of Public with whom the Third Parties are dealing in connection with the Company who has a known close relationship with an Office Holder;
 - (v) a Member of Public or Office Holder with whom the Third Parties are dealing in connection with the Company, who:
 - (A) requests a cash payment to be made to an offshore account or through a another party;
 - (B) refuses to provide written assurances or to accept a contractual covenant that they



- will not engage in Improper Activity;
 - (C) requests an unusually high commission or service fee;
 - (D) fails to provide complete invoices;
 - (E) requests payment of or pays unusual bonuses, service fees, success fees or other amounts to a third party; or
 - (F) requests any other irregular payment, Gift, favour or Benefit; or
 - (vi) a request by an Office Holder to pay for any Business Courtesies or any expenses relating to the Office Holder's family or others with whom they have a Personal Relationship, including but not limited to travelling, accommodation or meal expenses.
- (b) This clause 10.2 in no way limits the activities which must be reported.

7. ACCURATE RECORDS

- (a) Third Parties must properly complete and accurately record all transactions, and include the following information:
- (i) the parties to the transaction;
 - (ii) the date and place of the transaction;
 - (iii) the background and description of the transaction;
 - (iv) any supporting documentation;
 - (v) the value of the transaction; and
 - (vi) the method and date of payment.
- (b) Third Parties must not make any payment with the intention or understanding that all or part of the amount will be used for any purpose other than that evidenced by the relevant documentation.
- (c) Third Parties must only make or receive payments that reflect the actual value of the services provided.
- (d) Third Parties must not create or cause the creation of a false or misleading entry, or fail to disclose transactions.
- (e) Third Parties must report any concerns that they have with transaction records, including but not limited to their accuracy and comprehensiveness.

8. PENALTIES

Any breach of this Code, including any failure to report a breach or suspected breach of this Code, may result in legal or other action against the relevant Third Parties. This may include termination of contractual relationship in accordance with the Company's policies and applicable law. Any breach of Anti-Bribery Laws is also punishable by civil and criminal fines and imprisonment, as determined by the relevant courts.

9. DEFINITIONS

Benefit means any financial, professional, personal or other advantage, profit, gain, service, reward, favour or promise, including but not limited to cash, securities, high-value commercial products, Gifts, gift cards, vouchers, gift certificates, entertainment, sex service, rebates, meals or drinks, property and property benefits, improvements and renovations, discounted interest loans, forgiveness of payment or debt, overseas study, school admission and tuition, travel and accommodation expenses or vacations and site inspections, and employment.

Business Courtesies means meals, social events and entertainment, accommodation costs and travel costs provided in connection with or on behalf of the Company.

Certificate of Compliance means the certificate found in Annexure 1.

Company means the University of Sydney Vietnam Institute Company Limited, also known as "The University of Sydney Vietnam Institute".



Conflict of Interest means an actual, potential or perceived conflict between:

- (a) external, personal or financial interests in or duties owed to other parties; and
- (b) duties owed to the Company.

By way of example and without limitation, a Conflict of Interest can arise when:

- Third Parties take actions or have interests that may raise questions as to whether such Third Parties may perform his or her Company-related work, transactions, and activities objectively and effectively; and
- Third Parties or members of his or her family receive any personal benefits from any Member of Public as a result of the Third Parties' position with the Company.

Delegations of Authority means the Delegations of Authority as approved by the Members' Council of the Company, as amended from time to time.

Institute Director means the Institute Director of the Company.

Gift means any tangible item.

Government Entity means a Vietnamese or foreign government (at the national, regional or local level); any department, agency or instrumentality thereof including executive, administrative, judicial, military or prosecutorial organs; any entity, enterprise, institution or committee owned or controlled by the government (or which acts in accordance with government direction), in whole or in part; a ruling political party; or a public international organisation, such as the World Bank or United Nations.

Office Holder means:

- (a) officers, employees, representatives and any other person acting for or on behalf of a Government Entity;
- (b) anyone who holds a legislative, administrative, executive, military or judicial position of any kind, including commissioned officers, career military personnel, national defense workers and public employees of the People's Army units; commissioned officers, non-commissioned officers and workers of the People's Police units;
- (c) representatives of state investment in enterprises;
- (d) holders of managerial positions in organizations;
- (e) anyone who exercises a public function or performs the duties of an appointment, office or position for a country or a public agency or enterprise;
- (f) political parties, officials and candidates for political office, including family members of all such individuals;
- (g) any person who has formerly held any position referred to above;
- (h) a close relative of any of the above; or
- (i) any person with a Personal Relationship with any of the above.

Improper Activity means the offering, paying, giving, loaning, promising, authorising, extorting, soliciting, requesting, agreeing to accept, or receiving any type of kickback, bribe, payoff or advantage (whether in cash or any other form) or other illegal, corrupt, unethical, or improper benefits, inducements, or payments of things of value to or from any person or entity (whether directly or through an intermediary) by or on behalf of a Third Party in order to improperly influence another person to obtain or retain business, or a business or personal advantage for the Company, University or any other person.

Member of Public means any individuals or entities outside the Company or University which includes, but is not limited to consultants, agents, brokers, subcontractors, sales representatives, business partners, third party suppliers, and any kind of representative and the assignees of such individuals or entities.

Personal Relationship means any personal relationship which a reasonable person might perceive as liable to influence decision making. This includes but is not limited to spouse, de facto partner, sexual partner, immediate family, extended family (including but not limited to grandparents, grandchildren, aunts, uncles, and children), close friend, financial dependent or business partner.



Personnel refers to employees and directors of the University of Sydney Vietnam Institute Company Limited and any others undertaking any work, transactions or activities through or in connection with the Company.

Third Party has the meaning set out in clause 2 of this Code, and includes but is not limited to consultants, suppliers, collaborators, distributors, agents, brokers, representatives, subcontractors, business partners and other assignees who act in that capacity.

NOTES

Third Party Code of Conduct (Anti-Bribery and Corruption 2025)

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Rescinded documents: n/a

Related documents: n/a

AMENDMENT HISTORY

Provision Amendment

Commencing

ANNEXURE 1 – CERTIFICATION OF COMPLIANCE (THIRD PARTIES)

On behalf of [insert Third Party name], I hereby certify as follows:

- (a) [insert Third Party name] has received a copy of the Third Party Code of Conduct (Anti-Bribery and Corruption) (“Code”). All personnel of our organisation who conduct business with or on behalf of the Company in any way have read the Code and understand its terms and conditions.
- (b) [insert Third Party name] has been, and will continue to be, in compliance with the Code in all work, business transactions or other activities in connection with, through or on behalf of the Company.
- (c) [insert Third Party name] has no knowledge of any actual or potential violations of the Code or of any Anti-Bribery Laws described therein in any work, business transactions or other activities in connection with, through or on behalf the Company.
- (d) The employees and officers of [insert Third Party name] who conduct work, activities or business with or on behalf of the Company in any way, are familiar with the Code and, to the best of my knowledge and belief, are in compliance with it.

Printed Name

Signature

Signed on behalf of: _____ [insert Name & Affix Chop]

:

Date

This signed and completed form must be returned to [the Institute Director prior to commencement of your engagement with the Company.

Capitalised terms not defined in this Confirmation of Compliance have the meaning assigned to them in the Code.