

# Anti-Corruption Policy

## 反腐败政策

Purpose 目的	The purpose of this policy is to provide Team Members with guidance on how to identify and avoid corruption-related risks and potential violations of related laws. 这个政策的目的是给团队成员提供如何识别并避免与腐败相关的风险和违反相关法律法规的指导。
Scope 范围	<p>This policy describes certain corruption-related risk areas and prohibits paying or providing anything of value, directly or indirectly, to any person to improperly influence the performance of any official or fiduciary duty. This includes: 这个政策描述了特定的腐败相关风险领域，并禁止直接或间接支付或提供任何有价值之物给任何人，以不正当的影响任何公务或职责。这包括：</p> <ul style="list-style-type: none"> <li>• Payments made by Boston Scientific (including Boston Scientific subsidiaries and employees), and 由波士顿科学（包括波士顿科学子公司和员工）支付的款项，和</li> <li>• Payments made through intermediaries, such as Third Party Contractors, joint venture partners or other third parties on Boston Scientific's behalf. 由中介机构，如第三方合同方、合资伙伴或其他代表波士顿科学的第三方，支付的款项。</li> </ul> <p><b>Global Compliance documents are not part of the quality system(s).</b> 全球合规文件不属于质量体系。</p>
Records Created 所建记录	<p><a href="#">069340</a>, International Compliance Mergers and Acquisitions Due Diligence Checklist 国际兼并与收购尽职调查合规清单</p> <p><a href="#">069410</a>, International Clinical Contract Questionnaire 国际临床合同问卷</p> <p><a href="#">069336</a>, Anti-Corruption Red Flag List 反腐败危险信号清单</p> <p><a href="#">069339</a>, Standard International Third Party Contract Provisions 国际第三方合同标准条款</p> <p><a href="#">044902</a>, Third-Party Disclosure Form ("Form 3") 第三方披露表格（“表格 3”）</p>
References 参考	<p><a href="#">Boston Scientific Code of Conduct</a> 波士顿科学行为守则</p> <p><a href="#">049911</a>, International Relationships Compliance Policy 国际交往合规政策</p> <p><a href="#">051842</a>, Boston Scientific Global Travel &amp; Expense Policy 波士顿科学全球差旅和费用政策</p> <p><a href="#">069329</a>, Anti-Boycott Policy 反抵制政策</p> <p><a href="#">069335</a>, Anti-Money-Laundering Policy 反洗钱政策</p> <p><a href="#">069327</a>, Export Controls and Trade Sanctions Policy 出口控制和贸易制裁政策</p> <p><a href="#">069334</a>, Import (Customs) Policy 进口（海关）政策</p> <p><a href="#">060840</a>, Global Policy on Research with HCPs 和 HCP 合作研究政策</p> <p><a href="#">008440</a>, SOP on Contractual Relations with Third Parties Selling or Promoting BSC Product</p>

	<p>第三方销售或推销波士顿科学产品合同关系的标准操作文件  <a href="#">070219</a>, Policy on Reporting Complaints and Concerns to Boston Scientific ("Whistleblower Policy")          波士顿科学投诉和疑虑报告政策（举报者政策）</p>
Terminology 术语	<p><b>"Foreign Official"</b> means:          “海外官员”是指：</p> <ul style="list-style-type: none"> <li>Any officer or employee of, or any other person acting in an official capacity for, a government department, agency, or instrumentality or a public international organization (this includes individuals who work for or on behalf of state-owned or controlled hospitals).;</li> </ul> <p>政府部门、机构或国际公共组织的官员或雇员，或其他任何行使官方职能的人员，（包括在国有或国营医院工作或代表国有或国营医院的个人）；</p> <ul style="list-style-type: none"> <li>A political party or official thereof or a candidate for political office.</li> </ul> <p>某个政党或其官员或某个政治职务的候选人。</p> <p><b>"Public International Organization"</b> means an organization that is designated as such by the President of the United States. This generally includes organizations such as the International Monetary Fund, the European Union, the World Bank, the United Nations and similar organizations.</p> <p>“国际公共组织”是指某个如被美国总统指定的组织。这主要包括如国际货币基金组织，欧盟，世界银行，联合国和类似组织。</p> <p><b>"Team Member"</b> means an employee of Boston Scientific Corporation and its subsidiaries, as well as any non-employee worker regularly scheduled to work at a Boston Scientific location. It also includes Boston Scientific officers and directors.</p> <p>“团队成员”是指波士顿科学公司及其子公司雇员，也包括任何定期安排在波士顿科学工作的非公司雇员，也包括波士顿科学的官员和董事。</p> <p><b>"Third-Party Contractor"</b> means agents, distributors, consultants, advisors, stockists, and other representatives and intermediaries. The term "Third-Party Contractors" also includes, but is not limited to investigators or institutions conducting clinical trials, clinical trial sites, contract research organizations or clinical trial consultants.</p> <p>第三方合同方”是指代理商、经销商、咨询公司、顾问、零售商、和其他代理人和中介机构。“第三方承包商”术语也包括，但不限于执行临床试验的机构和研究者、临床实验场所、合同研究组织或临床实验顾问。</p>
Description of Change 变更说明	<p><a href="#">Available at the end of the document.</a>  <a href="#">见本文件末页</a></p>

# 1. General Guidance – Anti-corruption

## 总则 — 反腐败

**All Team Members must comply with applicable anti-corruption laws and must avoid even the appearance of a violation.**

所有团队成员必须遵守适用的反腐败法律，并必须避免甚至表面上看起来有可能是违规的现象。

Team Members should address questions about this policy or applicable laws to the Compliance Counsel who supports their business or geographic location.

团队成员应该向支持他们业务或区域的合规顾问提出关于这个政策或适用法律的问题。

In addition to this policy, Team Members are responsible for reading, understanding and complying with the Boston Scientific Code of Conduct, the 049911, International Relationships Compliance Policy, the 051842, Boston Scientific Global Travel & Expense Policy, the 069329, Anti-Boycott Policy, the 069335, Anti-Money-Laundering Policy, the 069327, Export Controls and Trade Sanctions Policy and the 069334, Import (Customs) Policy.

除此政策之外，团队成员有责任阅读、理解和遵守波士顿科学行为守则，[049911](#)，国际交往合规政策，[051842](#)，波士顿科学全球差旅和费用政策，[069329](#)，反抵制政策，[069335](#)，反洗钱政策，[069327](#)，出口控制和贸易制裁政策，[069334](#)和进口（海关）政策。

## 2. Governing Laws

### 适用法律

The laws of all countries prohibit bribery. Some laws, such as the U.S. Foreign Corrupt Practices Act ("FCPA") and the United Kingdom's Bribery Act of 2010 ("UKBA") prohibit bribery anywhere in the world. Because Boston Scientific is a publicly-traded company in the U.S., the conduct of any of its officer, employees, agents, or subsidiaries, anywhere in the world, may implicate the FCPA.

所有国家的法律都禁止贿赂。一些法律，如美国反海外腐败法（“FCPA”）和2010年英国反贿赂法案（“UKBA”）禁止世界任何地域的贿赂。由于波士顿科学公司是一家美国上市公司，所以其官员、雇员、代理或子公司在世界任何地方的行为都涉及FCPA。

### 2.1. Implementing Laws of Anti-corruption Treaties

#### 实施反腐败条约的法律

Most countries have entered into international treaties that seek to combat bribery. Such treaties include the UN Convention Against Corruption, the Inter-American Convention Against Corruption, and the OECD Convention on Combatting Bribery in Foreign Business Transactions ("OECD Anti-bribery Convention").

大多数国家都加入了国际条约打击贿赂。这些条约包括联合国反腐败公约、美洲反腐败公约、经济合作与发展组织打击海外商业交易贿赂公约（“经合组织反贿赂公约”）。

The OECD Anti-bribery Convention has been ratified by 40 countries. It requires each signatory country to implement similar anti-corruption laws and to cooperate with each other in anti-corruption enforcement. Implementing legislation under the OECD Anti-bribery Convention includes some of the most far-reaching and rigorously enforced anti-corruption laws in the world. These include the UKBA, which prohibits both public and private corruption anywhere in the world, and the FCPA, which is discussed in detail in the following section because of its applicability to Boston Scientific.

经合组织反贿赂公约由40个国家批准。它要求每个签约国实施类似的反腐败法律并在反腐败执法中相互配合。在经合组织反腐公约下的立法包括世界上一些影响最深远和严格执行的反腐败法律。其中包括UKBA，其禁止世界上任何地方的公共和私人腐败，和由于适用于波士顿科学而下面章节会详尽讨论的FCPA。

### 2.2. United States Foreign Corrupt Practices Act of 1977

#### 1977 年美国反海外腐败法

The FCPA consists of Anti-bribery provisions, Books and Records provisions, and internal controls

provisions. Each provision can be violated by entities and/or individuals and each provision provides for both criminal and civil penalties.

FCPA包括反贿赂条款、账簿和记录条款、内部控制条款。每个条款都有可被实体和/或个人违反，并且每个条款都规定了刑事和民事处罚。

## 2.2.1. Anti-Bribery Provisions

### 反贿赂条款

The FCPA's Anti-bribery provisions prohibit Boston Scientific, Team Members, and Third-Party Contractors from:

FCPA反贿赂条款禁止波士顿科学、团队成员和第三方合同方：

- Directly or through a third party  
直接或通过第三方
- Paying, offering, promising to pay or authorizing the payment of money or anything of value  
支付、提出支付、承诺支付或授权支付金钱或任何有价值之物
- To either: (a) a Foreign Official, or (b) any other person that is believed to be likely to pass on all or a part of such money or thing of value to a Foreign Official  
给（a）海外官员，或（b）其他任何被认为可能会将此金钱或有价值之物之全部或部分转交给海外官员的人
- In order to influence any act or decision of the Foreign Official, to induce the Foreign Official to use his or her influence with another Foreign Official, or to secure any improper advantage to assist in obtaining or retaining business for or with, or in directing business to, any person.  
以企图影响海外官员的行为或决策，或诱使其利用他或她对其他海外官员的影响力，或获取不正当优势，以帮助任何人取得或保留业务，或将业务交于任何人。

## 2.2.2. Books and Records Provisions

### 账簿和记录条款

The FCPA's Books and Records provisions require Boston Scientific and its majority-owned subsidiaries to make and keep books, records, and accounts which, in reasonable detail, accurately reflect all of Boston Scientific's transactions and dispositions of assets. "Reasonable detail" is generally understood to include, but may not be limited to, the date, amount, recipient, and purpose of a given transaction.

FCPA账簿和记录条款要求波士顿科学和其拥有过半股权的子公司合理的详细地制作和保存账目、记录和会计账簿，精确反映所有波士顿科学的交易和资产配置。“合理的详细”应被理解为包括但不限于特定交易的日期、金额、收款人和目的。

There is no minimum threshold applicable to this requirement. Accordingly, even relatively small payments or gifts have to be accurately recorded in order to satisfy the books and records requirements.

对于这个要求没有设定门槛。相应地，甚至相对小金额的付款和礼物都必须准确记录以满足账簿和记录要求。

U.S. enforcement authorities have asserted the companies can be "strictly liable" for violations of the FCPA's Books and Records provisions. This means that a company could unintentionally violate these provisions.

美国执法当局已经声明公司应对违反账簿和记录条款的行为“负严格责任”。这意味着一个公司可

能无意中违反该条款。

An individual can be held criminal liability for violating these provisions if he or she intentionally falsifies an entry, or fails to record an entry, in Boston Scientific's books, records, or accounts.

个人如果在记录波士顿科学的账目、记录和会计账簿时有意伪造或者漏记分录，则对违反该条款负有刑事责任。

Unlike the Anti-bribery provisions, the Books and Records provisions are not limited to transactions involving corrupt payments or "Foreign Officials." Any transaction that is inaccurately recorded, or not recorded in reasonable detail, could implicate these provisions.

与反贿赂条款不同，入账和记录条款不限于涉及腐败支付或“海外官员”的交易。任何交易未被正确记录，或未被合理详细的记录，都可能涉及该条款。

### 2.2.3. Internal Controls Provisions

#### 内部控制条款

The FCPA's Internal Controls provisions require Boston Scientific to devise and maintain, for the parent company and its majority-owned subsidiaries, a system of accounting controls sufficient to provide reasonable assurances that:

FCPA内部控制条款要求波士顿科学为母公司和拥有过半股权的子公司设计并维护充分的财务控制体系以合理保证：

- Transactions are executed in accordance with management's general or specific authorization;  
交易根据管理层的一般或具体的授权执行；
- Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;  
交易有必要被记录使得财务报表的编制符合公认会计准则或任何其他适用于财务报表的标准，并保证资产管理的问责制。
- Access to assets is permitted only in accordance with management's general or specific authorization; and  
资产的使用应根据管理层一般或具体的授权；和
- The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.  
资产问责制要定期比较现有的资产和记录，并对差异采取适当的行动。

These provisions legally require compliance with certain Boston Scientific policies, procedures, and other controls (*e.g.*, expense authorization authorities) that concern payments or other dispositions of the company's assets.

这些条款要求法律上合乎波士顿科学的关于付款和其他公司资产配置的政策，流程和其他控制（如：费用授权权利）。

U.S. enforcement authorities have asserted that companies can be "strictly liable" for violations of the FCPA's Internal Controls provisions. This means that a company could unintentionally violate these provisions.

美国执法当局已经声明公司应对违反内部控制条款的行为“负严格责任”。这意味着一个公司可能无意中违反该条款。

An individual can be held criminal liability for violating these provisions if he or she intentionally

fails to implement, ignores, or circumvents a pertinent policy, procedure, or other control.

个人如果有意不执行、忽略或规避相关政策、流程或其他控制，则对违反该条款负有刑事责任。

Unlike the Anti-bribery provisions, the Internal Controls provisions are not limited to transactions involving corrupt payments or “Foreign Officials.” Any failure to implement a relevant control, or any avoidance or circumvention of company policy, procedure, or other control, could implicate these provisions.

与反贿赂条款不同，内部控制条款不限于涉及腐败支付或“海外官员”的交易。任何失于执行相关控制，或任何逃避或规避公司政策、流程或者其他控制都可能涉及该条款。

### 3. Anti-Corruption Principles 反腐败原则

#### 3.1. Liability for Payments Made by Intermediaries 对中介机构付款的责任

**Team Members cannot allow, acquiesce to, or ignore conduct by a third party that is prohibited by Boston Scientific policies or applicable anti-corruption laws.**

团队成员不能允许、默许或忽视波士顿科学政策或适用的反腐败法律禁止的第三方行为。

Boston Scientific and individual Team Members could be liable for payments or promises by a Third-Party Contractor, while “knowing” that such payment or promise is improper.

波士顿科学和个人团队成员如果“知道”第三方合同方的付款或承诺是不正当的，则可能对该付款或承诺负有责任。

- **Note:** The FCPA defines “**knowing**” to include awareness that an intermediary is engaging in prohibited conduct, that a potential outcome is substantially certain, or “willful blindness.”

“Willful blindness” means awareness of a high probability that prohibited conduct exists or is substantially certain to occur, unless the person actually believes otherwise.

**注解：**FCPA定义“知道”包括意识到中介机构参与到被禁止行为，其潜在结果很确定将会发生，或“故意无视”。

“故意无视”指意识到被禁止行为很可能已经发生或很确定将会发生，除非当事人实际上不这样认为。

#### 3.2. Prevention of Inappropriate Payments 避免不适当的付款

If any Team Member knows or reasonably believes that a payment (or promise of payment) prohibited by Boston Scientific policy or applicable anti-corruption laws is about to be made, the Team Member must use all reasonable efforts to prevent the payment (or promise of payment) from occurring.

如果任何团队成员知道或合理确信某笔被波士顿科学政策或适用的反腐败法律所禁止的付款（或付款承诺）将要发生，此团队成员必须竭尽所有合理努力阻止付款（或付款承诺）发生。

#### 3.3. Disclosure of Knowledge 信息披露

If any Team Member knows or reasonably believes that a payment (or promise of payment)

prohibited by Boston Scientific policy or any applicable anti-corruption laws has been, is being, or is likely to be made on Boston Scientific's behalf or for the benefit of Boston Scientific, the individual must immediately report such information to the Legal Department, Global Compliance or the Advice Line 1-888-968-8425.

如果任何团队成员知道或合理确信某笔被波士顿科学政策或适用的反腐败法律所禁止的付款（或付款承诺）已经、正在或将要代表波士顿科学或为波士顿科学的利益支付，此个人必须立刻报告此信息给法律部、全球合规部门或咨询专线1-888-968-8425。

## **4. Anti-Corruption Standards and Practices:**

### **反腐败标准和操作:**

### **Appropriate Payments**

### **适当的付款**

#### **4.1. Facilitating Payments**

##### **加速性付款**

Although the FCPA contains a narrow exception for "facilitating payments," most anti-corruption laws do not. This policy does not authorize Team Members to make so-called facilitating payments in connection with BSC's products or services. Any requests, solicitations, suggestions, or demands for such payments must be referred immediately to the Compliance Counsel for the relevant business or geographic region at issue.

虽然FCPA包含对“加速性付款”的有限例外，但多数反腐败法律没有。本政策不授权团队成员支付与波士顿科学产品或服务联系的所谓加速性付款。任何对这种付款的要求、请求、建议或需求，必须立刻求助于相关业务或区域的合规顾问。

#### **4.2. Payments under Local Law**

##### **地方法律下的付款**

If a Team Member believes that a payment to a Foreign Official is required or permitted by local law, such Team Member must obtain approval from a Boston Scientific attorney before offering, paying, promising to pay, or authorizing any such payment.

如果一个团队成员相信一项对海外官员的付款是当地法律所要求或允许的，该团队成员必须在提供、支付、承诺支付或授权支付之前获得波士顿科学律师的批准。

#### **4.3. Reasonable and Bona Fide Expenditures**

##### **合理和善意的支出**

Generally speaking, international anti-corruption laws do not prohibit the payment of reasonable and bona fide expenses that are directly related to the promotion, demonstration or explanation of products or services (for example, reasonable meals and travel-related expenses incurred by a Foreign Official in connection with a Boston Scientific-coordinated Training or Education program), or the execution or performance of a contract with a foreign government. Payment of such expenses to or for the benefit of a Foreign Official must be expressly approved in writing and in advance according to the applicable local policy.

一般而言，国际反腐败法律并不禁止合理和善意的与推广、展示、解释产品或服务（如：海外官员发生的与波士顿科学组织的培训教育活动相关的餐饮和差旅费用），或执行及完成与外国政府的合同直接相关的费用。这些支付给海外官员或者出于其利益支付的费用必须事先根据适用的地方法律获得明确书面批准。

## 4.4. Entertainment, Gifts, Travel, Food and Lodging

### 娱乐、礼物、差旅、餐饮和住宿

Boston Scientific, Team Members, third parties and representatives may make payments for hospitality, food, travel, lodging and gifts as long as they are permissible under the [049911, International Relationships Compliance Policy](#).

波士顿科学、团队成员、第三方和代表可以支付款待、餐饮、差旅、住宿和礼物，只要它们符合049911国际交往合规政策。

## 4.5. Charitable Donations and Political Contributions

### 慈善捐赠和政治献金

Boston Scientific, Team Members, third parties and representatives may not make a donation or contribution to an organization or entity affiliated with a Foreign Official, or suggested by a Foreign Official, without the prior written approval of a Boston Scientific attorney. See the [049911, International Relationships Compliance Policy](#).

波士顿科学、团队成员、第三方和代表不可以在没有获得波士顿科学律师事先书面批准，而捐赠或捐献给与海外官员关联的，或由海外官员建议的，组织和实体。请参考049911国际交往合规政策。

In limited circumstances, a request may be submitted for a charitable donation to a Medical Institution. Such donations require approval pursuant to the [049911, International Relationships Compliance Policy](#).

在有限的情况下，可以因对医疗机构的捐赠而递交申请。这种捐赠要求依据049911国际交往合规政策获得批准。

## 5. Anti-Corruption Standards and Practices:

### 反腐败标准和操作：

### Due Diligence

### 尽职调查

## 5.1. Due Diligence Process

### 尽职调查过程

The due diligence process associated with mergers and acquisitions, joint ventures and third-party contracts involves a risk-based assessment of a potential merger or acquisition partner, joint venture partner or Third-Party Contractor. In each case, the due diligence process will examine, among other things, (a) perceived risk of corruption in the relevant country (as shown on the Corruption Perceptions Index); (b) risk of potentially corrupt activities in that country or region, based on Boston Scientific's past history in that country or region; (c) the target entity's, joint venture partner's or Third-Party Contractor's history of compliance and the effectiveness of its related compliance programs; (d) unexplained leaps in sales volume generated by sales



representatives, distributors or agents; and (e) with respect to clinical trials, the Clinical Sciences Quarterly Functional Review of Investigational Site Audit Variables, as applicable, including consideration of trials or sites with unusually high or low enrollment, unusually high or low reported adverse events or protocol deviations, and the regulatory history and length of relationship between third parties involved in clinical trials and Boston Scientific.

和企业兼并与收购、合资、第三方合同有关的尽职调查过程涉及基于风险的评估潜在兼并收购伙伴、合资伙伴和第三方合同方。其中，除其他事项外，尽职调查过程会检查，（a）已知的在相关国家的腐败风险（如清廉指数所示）；（b）基于波士顿科学在该国或地区过去历史，判断潜在腐败活动风险；（c）并购目标实体的，合资伙伴的或第三方合同方的合规历史和其相关合规程序的有效性；（d）由销售代表、经销商或代理商产生的原因不明的销量飞跃；和（e）关于临床试验，临床科学季度临床实验的现场审计变量功能评估提示异常高或低的参试人数的试验或试验场所，异常高或低的不良事件或方案偏离报告，行业监管历史，以及临床试验第三方和波士顿科学合作关系时间长度。

### 5.1.1. Mergers and Acquisitions

#### 兼并和收购

Whenever Boston Scientific pursues a merger or acquisition, the due diligence process will include, among other things, an analysis of the acquisition target's compliance with anti-fraud statutes, the FCPA and other anti-corruption laws, regulations and international conventions. The acquisition target must report and certify to the accuracy of the information provided. The specific information to be obtained in connection with such analysis will be specified by, and the written results of such diligence will be reviewed, by the relevant Boston Scientific attorney(s) responsible for mergers and acquisitions. See the [069340, International Mergers and Acquisitions Due Diligence Checklist](#), which can be used as a guide and modified for each merger or acquisition transaction.

任何时候波士顿科学寻求兼并与收购，都应执行尽职调查。其中包括对收购对象遵守反欺诈法规，FCPA和其他反腐败法律，法规和国际公约的合规分析。此收购对象必须报告和保证提供信息的准确性。与此分析相关的需要获取的具体信息由相关波士顿科学律师指定，并且此尽职调查书面结果也由其审核。参见[069340](#)，国际兼并与收购尽职调查合规清单，该文件可被当作指导文件并根据每笔兼并和收购交易修改。

### 5.1.2. Joint Ventures

#### 合资公司

Whenever Boston Scientific elects to pursue work outside the United States through a joint venture, Boston Scientific will conduct a review of the prospective joint venture partner or partners to determine the extent of any relationship with or influence from a Foreign Official that could influence the prospective joint venture or its operations. The review should also determine the reputation, beneficial ownership, professional capability and experience, financial standing and credibility of the prospective joint venture partner or partners, and the history of such prospective joint venture partners' compliance with applicable provisions of anti-fraud statutes, the FCPA and other anti-bribery laws, regulations and international conventions. The potential joint venture partner(s) must report and certify to the accuracy of the information provided. The specific information to be obtained in connection with such diligence will be specified, and the written results of such diligence will be reviewed, by the relevant Boston Scientific attorney responsible for joint ventures. This due diligence should be conducted using the [044902, Third-Party Disclosure Form](#) ("Form 3") and reviewed against the [069336, Anti-Corruption Red Flag List](#).

当波士顿科学需要通过成立合资公司的方式在美国以外开展业务，波士顿科学需要先开展对此潜在合资方的审核，以确定是否存在可能影响该潜在合资公司及其未来运营的任何来自于海外官员的关

系或者影响及其程度。该审核也应该确定潜在合资方的企业声誉、实际所有权、专业能力和经验，财务状况和信用状况，以及潜在合资方遵守适用的反欺诈法规，FCPA和其他反腐败法律，法规和国际公约条款的合规历史。潜在的合资方必须报告和保证提供信息的准确性。与此尽职调查相关的需要获取的具体信息由相关波士顿科学律师指定，并且此尽职调查书面结果也由其审核。此尽职调查会运用044902，第三方披露表格（“表格3”），并与069336，反腐败危险信号列表核对。

### 5.1.3. Third Party Contractors

#### 第三方合同方

Before Boston Scientific engages or retains a Third-Party Contractor in connection with any business being sought or transacted outside the United States, Boston Scientific will conduct a review of the prospective contracting party in order to determine the extent of any relationship with or influence from a Foreign Official that could inappropriately influence the prospective contracting party. The review should also determine the reputation, beneficial ownership, professional capability and experience, financial standing, and credibility of the prospective contracting party and the history of such contracting party's compliance with applicable provisions of anti-fraud statutes, the FCPA and other anti-bribery laws, regulations, and international conventions. Information must be recorded in a written report or questionnaire which will be certified as correct by the relevant contracting party. See the [008440, SOP on Contractual Relations with Third Parties Selling or Promoting BSC Product](#) for more information on this review.

波士顿科学为在美国之外寻求业务和开展业务而聘请或雇佣一个第三方合同方，都需执行一个对相关缔约方审核，以确定是否存在可能不适当地影响相应的缔约方的任何来自于海外官员的关系或者影响及其程度。该审核也应该确定潜在缔约方的企业声誉、实际所有权、专业能力和经验，财务状况和信用状况，以及该缔约方遵守适用的反欺诈法规，FCPA和其他反腐败法律，法规和国际公约条款的合规历史。有关信息必须被书面记录在报告或问卷并由有关的缔约方保证该信息的正确性。关于该审核的更多信息参看008440，第三方销售或推销波士顿科学产品合同关系的标准操作文件。

### 5.1.4. Clinical Contractors

#### 临床试验合同方

All research conducted on Boston Scientific's behalf must be overseen by the Clinical Organization following all applicable policies, including, but not limited to, the [060840, Global Policy on Research with HCPs](#) among others. Diligence conducted in the course of engaging a Third Party to perform clinical-related services in countries other than the United States should be conducted by a member of the Clinical Organization and can use the [069410, International Clinical Contract Questionnaire](#) as a basis for developing diligence questions.

所有以波士顿科学名义进行的研究必须由临床试验部门根据所有适用政策进行监督，这些政策包括但不限于060840和HCP合作研究政策。在聘请一个第三方在美国之外的国家提供临床有关服务的过程中，应由临床试验部门的成员进行尽职调查，这可以使用069410，国际临床合同问卷作为拟定尽职调查问题的基础。

## 5.2. Anti-Corruption Due Diligence Analysis

### 反腐败尽职调查分析

One of the key aspects of anti-corruption due diligence review is the identification of "red flags" which may indicate potential corruption-related risks. Boston Scientific has developed a list of such red flags in the [069336, Anti-Corruption Red Flag List](#). This list is non-exhaustive and serves only as a starting point to identify potential risks. All due diligence conducted by Boston Scientific should include an analysis of these potential "red flags."

反腐败尽职调查审核的一个关键方面是确定指示潜在腐败相关风险的“危险信号”。波士顿科学拟定了这种危险信号的列表069336—反腐败危险信号清单。这个清单并不详尽，只是作为一个确定潜在风险的起点。所有由波士顿科学进行的尽职调查必须包括一个对这些潜在“危险信号”的分析。

## **6. Anti-Corruption Standards and Practices:**

### **反腐败标准和操作:**

#### **Recruitment**

#### **招聘**

### **6.1. Foreign Official Influence Prohibited**

#### **禁止海外官员影响**

Unless reviewed and approved by the Chief Compliance Officer, Boston Scientific shall not hire an individual that it has a reasonable basis to believe or conclude may inappropriately influence a Foreign Official.

除非由首席合规官审核和批准，波士顿科学不应聘用有合理依据相信或推断可能会不适当的影响海关官员的个人。

### **6.2. Background Check Required**

#### **必需的背景调查**

Boston Scientific must conduct a background check of all prospective employees or Third-Party Contractors in order to determine the following:

波士顿科学必需对所有潜在雇员或第三方外包人员执行背景调查，以确定以下方面：

- The prospective employee's or contractor's criminal background, if any; and  
潜在雇员和外包人员的犯罪背景，若有的话；和
- Whether the prospective employee is on any denied, debarred, prohibited, unverified or restricted persons list.  
是否该潜在雇员在任何被拒签，被排除，被禁止，未经证实的，或限制性的人员清单上。

In particular, Boston Scientific will not hire a prospective employee or Third-Party Contractor listed on any publicly-available denied or restricted person lists, without the express written approval of the Chief Compliance Officer.

尤其，除非得到首席合规官书面明确批准，波士顿科学不会雇佣列示在任何公开的被拒签或限制清单上的潜在雇员或者第三方外包人员。

Also, if a background investigation indicates or reveals that such prospective employee or Third-Party Contractor has (a) a felony, financial crime or moral turpitude conviction or (b) a finding of guilt following a trial, entry of a guilty plea, entry of a no contest plea, or entry of a pre-trial diversion program for a financial or moral turpitude crime violation, then absent a law to the contrary, such person(s) should not be hired without the express written consent of Boston Scientific's Chief Compliance Officer.

另外，如果一个背景调查表明或揭示潜在雇员或第三方外包人员（a）犯有重罪，经济犯罪或反道德犯罪，或（b）因经济或反道德罪行而被陪审团认为有罪，或有认罪陈述，无争议陈述或审前转移程序认定有罪，且没有法律依据提出反面意见，这种人除非得到波士顿科学首席合规官明确书面的同意，将不会得到雇佣。

## 7. Anti-Corruption Standards and Practices: 反腐败标准和操作： Standard Contract Provisions 标准合同条款

Boston Scientific maintains standard contract agreements for most types of transactions with Third-Party Contractors. To the extent such contracts or agreements pertain to business to be carried out in whole or part outside the United States, deviations from standard contracts or agreements with third-parties must be approved by the BSC Attorney supporting the geographic region at issue, who will ensure the inclusion, where applicable, of provisions substantially similar to those specified in the [069339](#), *Standard International Third Party Contract Provisions* regarding the following matters:

波士顿科学对大多数与第三方合同方的交易类型都使用标准合同协议。一些业务全部或部分在美国之外开展，仅若与业务有关的合同或协议全部或部分将在美国以外执行，则任何修改都必须得到波士顿科学所在区域律师的批准，以确保合同或协议包含与069339，标准国际第三方合同条款中规定的如下类似内容：

- Anti-bribery representations and warranties, including the application of and compliance with anti-fraud statutes, including, where applicable, the FCPA and/or other anti-bribery laws and regulations;  
反贿赂陈述和担保，包括反欺诈法律的执行和遵守，如适用也包括，FCPA和其他反贿赂法律和规定；
- Provisions for short-notice termination without cause and the right to terminate for cause upon a reasonable belief that a violation of the anti-corruption/anti-bribery representation/warranties may have occurred (provided that any applicable local law requirements have been satisfied);  
无理由提前解除条款，及有合理的理由相信有违反反腐败/反贿赂的陈述/担保行为发生（需符合任何适用的当地法律要求）；
- Restriction on ownership by Foreign Officials and restriction of government-related and political activities;  
海外官员所有权限制，和政府有关的活动及政治活动限制；
- Prohibition on the use of “subagents” without prior approval of Boston Scientific;  
禁止事先不经波士顿科学批准的“次级代理人”；
- Books and records accurately reflect transactions;  
账簿和记录准确反映交易；
- FCPA training with annual certification;  
年度认证的FCPA培训；
- Remedies for default;  
对于违约的补救措施；
- Payment mechanisms, including requirements that payments occur in the country where the product is being purchased (i.e. prohibit payments to other jurisdictions), unless otherwise authorized; and  
付款机制，包括要求付款发生在购买产品发生的国家（禁止支付给其他司法管辖区），除

非经过审批:

- Audit rights and full cooperation with audit activities, including the expectation that the company can prove their ability to track and monitor all activities relating to sales and distribution of Boston Scientific products.  
审计权利和与审计活动的全面配合, 包括对公司可以证明他们有能力追踪和监督所有与销售和分销波士顿科学产品相关活动的要求。

In addition, all contracts, which provide for the disbursement of funds by Boston Scientific to another contract party for services related to business transactions outside the United States, will be in writing and will require the other party to submit a written invoice and to certify that during the period covered by the invoice the other party has complied with all of its obligations under the relevant contract and is in compliance with the terms of its contract with Boston Scientific on the date of such certification.

此外, 所有波士顿科学因发生在美国之外的服务而支付资金给其他合同方的合同, 应采用书面形式, 并要求对方提供书面发票, 并保证发票涵盖的时间段内, 其遵守所有相关合同义务, 并在保证日时也同样遵守。

Contracts requiring the disbursement of funds by Boston Scientific for such services also will require that funds will be transferred only to a bank account owned by the designated recipient and that such account will be located in the country where the relevant business services are to be performed, unless the BSC Attorney for the relevant geographic region determine that payment in another country does not violate the law of the country in which the relevant business services are to be performed and that a valid business reason for payment in another jurisdiction exists.

波士顿科学对服务支付资金的合同也应规定资金只能被划转到指定收款人的银行账户, 此账户应在相应商业服务发生的国家, 除非相关地区波士顿科学的律师确定在别国支付不违反相关商业服务发生国家的法律, 并且有正当支付给别的司法管辖区的业务理由。

## 8. Reporting Potential Instances of Non-Compliance 报告潜在不合规事件

If a Team Member or Third Party Contractor becomes aware that a Team Member or Third Party Contractor (when acting on Boston Scientific's behalf) is not complying with this policy, our [Code of Conduct](#) or any applicable anti-corruption law or policy, he/she must immediately report it. There are many mechanisms for reporting suspected violations including anonymous reporting, where permissible under applicable law, such as BSC's Advice Line 1-888-968-8425. See the [070219, Policy on Reporting Complaints and Concerns to Boston Scientific \("Whistleblower Policy"\)](#) for detailed information on how to report potential instances of non-compliance.

如果一个团队成员或第三方外包人员意识到一个团队成员或第三方外包人员 (在代表波士顿科学行事时) 不符合此政策、我们的行为守则或任何适用的反腐败法律和政策, 他/她必须立即报告。有很多报告涉嫌违规的机制, 包括在适用法律允许下的匿名举报, 如通过BSC的咨询热线1-888-968-8425, 请参看070219, 波士顿科学投诉和疑虑报告政策 (举报者政策)。

## 9. Questions 问题

If you have questions about this policy, contact Global Compliance at [HCPQuestions@bsci.com](mailto:HCPQuestions@bsci.com).

如果你对此政策有任何问题, 请通过[HCPQuestions@bsci.com](mailto:HCPQuestions@bsci.com)联系全球合规部。

## Description of Change

### 修改说明

Revision 变更	Description of Change 变更说明
AE	<p>Updates necessary due to 2015 Global Compliance department reorganization. Updated language from Compliance counsel to Boston Scientific attorney and email address/question references accordingly.</p> <p>由于 2015 年全球合规部门重组，更新了必要的内容，同时更新了从合规顾问变化为波士顿科学律师的语言以及电子邮件地址/问题引用的语言。</p>
AD	<p>Admin Change – 23 May 2014 updated the name of #049911 to International Relationships Compliance Policy effective 6/1/14.</p> <p>管理员更新 – 2014 年 5 月 23 日更新了将于 2014 年 6 月 1 日生效的#049911 国际交往合规政策的名称</p>
AD	<p>Removed harmonized language and logo.</p> <p>删除关于统一文件的语言和标识</p>
AC	<p>Revised to reflect BSC's development of an International Compliance function and an updated, rigorous analysis of applicable laws.</p> <p>修正以反映 BSC 国际合规职能的发展和对所适用法律的详细更新分析。</p>
AB	<p>Minor revisions to make the approval levels consistent within the SOP and related Forms, to confirm that agreements are intended to be entered into on a calendar year basis, a revision to allow either a new agreement or an amendment to extend an agreement at the end of its terms, clarifications that sales may not be made under new appointments until an agreement is executed, and other minor clarifications.</p> <p>细小修正使得批准级别和相关表格一致，以确认协议签订以日历年度为基础，允许在协议到期后可以重新签订一个新的协议或做补充协议以延长协议期限，澄清只有签订协议后销售才可以发生，和其他细微说明。</p>
AA	<p>Initial release.</p> <p>首次发布。</p>