



Corruption and Money Laundering in International Arbitration

A Toolkit for Arbitrators

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Introduction

Corruption, particularly of public officials, is extremely damaging to societies, even more so in economies in transition and developing states. Endemic corruption affects citizens and businesses alike. It undermines trust in the public institutions and further weakens the governance of states.

Over the last 20 years, international law has emerged in the areas of anti-corruption, money laundering, organised crime, financing of terrorism and the like. States have adopted laws to combat these challenges, applicable to everyday (business) life.

Major contracts, some of them concluded in areas most exposed to corruption (e.g. in the infrastructure, natural resources and defence industries as well as sports), are secured by arbitration clauses. The new international standards against corruption and money laundering are not automatically transposed into the world of arbitration. Indeed, it cannot be taken for granted that arbitrators will apply anti-corruption and anti-money laundering standards.

Since *World Duty Free v. Kenya* of 2006, it is generally admitted though that corruption and money laundering – whether proven or not – are relevant in arbitration.

In both international investment arbitration and commercial arbitration, the “corruption defence” is principally used when corporations argue that they have been extorted or expropriated.

Arbitrators frequently find themselves in a dilemma: it is understood that corruption cannot be condoned. However, parties should not be allowed to use the tribunal to free themselves from their obligations easily. Whilst corruption may render an international contract void, it may not be fair for the payment of a small bribe to invalidate an investment claim for hundreds of millions of dollars. Arbitrators have an obligation to deal with the issue since their awards should be enforceable.

The role of arbitrators is objectively difficult: there is no commonly agreed standard of proof for allegations of crime in international arbitration. Furthermore, it remains unclear in which circumstances there may be a reversal of the burden of evidence or the tribunal may draw negative inferences from the lack of cooperation of a party. Further difficulties arise when it comes to the legal consequences of illegal conduct (like corruption). It is still an open question whether jurisdiction should be denied – a harsh consequence for the investor – or whether the issue should be discussed at the merits stage.

This toolkit aims to help arbitrators who suspect, or are confronted with, alleged corruption or money laundering in relation to the underlying dispute, to address these issues in a systematic and comprehensive manner, and to find a solution in accordance with the applicable laws. An arbitral award having been rendered by an arbitral tribunal using the toolkit should have a greater chance of enforcement.

Chapter 1

Tools in cases of suspected corruption in arbitration

A Substantive aspects of corruption

Step 1 How to become aware of corruption in a case

There are typically two scenarios in which arbitrators may become aware of corruption in relation to the underlying dispute. In the first scenario, one of the parties to the dispute may raise the allegation of corruption. In the second scenario, none of the parties to the dispute raises any corruption allegations, but one or more of the arbitrators themselves may suspect that corruption could be at stake.



“Red flags” to help arbitrators identify potential corruption

“Red flags” are indicators of illicit conduct. For different crimes and offences, different red flags exist. Regarding corruption in international business transactions, various red flag lists have been developed by business organisations, international bodies, non-governmental organisations, academia, and the like. Those lists are particularly concerned with the situation where companies hire intermediaries (companies or individuals) to conduct business in a foreign country. Tailoring these red flag lists for application in the context of international arbitral proceedings, the following red flags for corruption emerge:

- i. the intermediary does not have its seat/is not located in the country where its/his/her services are performed;
- ii. the commission paid to the intermediary is not in proportion to the work done and/or the expenses claimed by the intermediary are not related to any actual expenses incurred;
- iii. there is no tangible work product by the intermediary and the intermediary is unable to produce documentation for the services performed and the services are not specified in any detail;
- iv. the qualifications of the intermediary to perform the work for which it/he/she is hired are doubtful;
- v. the extent of time of the agent’s intervention is very short;
- vi. the intermediary demands payment to offshore accounts and/or via third parties or unusual payment arrangements that raise local law issues;
- vii. percentage-based remuneration;

- viii. inaccurate or incomplete financial statements;
- ix. the intermediary demands payment of a commission or a significant portion before the contract is concluded;
- x. the intermediary has no transparent structure, an unclear financial organisation and hardly any staff (if the intermediary is a company);
- xi. the intermediary gets involved shortly before the successful conclusion of a contract and/or after unsuccessful negotiations by the company;
- xii. the intermediary is not bound by a code of conduct;
- xiii. refusal to provide specific documents such as bank records or payments to a third party;
- xiv. the intermediary asserts that it/he/she alone can secure the contract, knowing the right people;
- xv. the intermediary has personal connections to decision-makers of the foreign state;
- xvi. lack of usual documentation proving a normal commercial relationship (e.g. technical studies and research, negotiations, drafts of contracts, letters and emails);
- xvii. the choice of the intermediary cannot be explained; no indicators that the intermediary was bound to be as efficient as competitors, proving that the choice was not business oriented;
- xviii. the contract is poorly drafted, or lacks specific indications.

The above list focusing on the use of intermediaries is not exhaustive. In the case of contracts which are not related to services rendered by an intermediary, other red flags may be present such as:

- i. the prevalence of corruptive behaviour in the country as revealed by certain international organisations or NGO's like Transparency International's Corruption Perceptions Index;
- ii. criminal investigations have been carried out prior to the arbitration proceedings, or in the meantime, by domestic authorities;
- iii. the attitude of the company towards newest regulation regarding compliance;
- iv. lack of code of conduct or certificates of the company providing a presumption of compliance with anti-money laundering obligations and compliance ones (for example mentioning its compliance with the UK Bribery Act of 2010, the United States Foreign Corrupt Practices Act of 1977, or the French Sapin II regulation);
- v. the company has already been convicted of such offences and does not provide any indication that it worked to address the issue.

Further red flags include, but are not limited to, kickback payments (*i.e.*, a payment back to the same entity that was the purchaser under the first contract) and overpayments. For arbitrators, if a fundamental or several of the above red flags are present and raise the suspicion of corruption, it is certainly worth taking a closer look.

Step 2 What does the concept of corruption and foreign bribery mean exactly?

Corruption exists in many different shapes and sizes. It can be a purely domestic issue or involve foreign actors, and it involves what is known as the supply (active) and the demand (passive) side. Some forms are clearly illegal, whereas others fall into more of a grey area. In international investment and commercial arbitration, the form of corruption that will frequently be at stake is foreign public bribery, *i.e.*, the bribery of public officials in the host state by a foreign investor.



Consider definitions from international treaties to identify foreign/transnational bribery

As a starting point, arbitrators can rely on the corruption definitions found in international treaties to identify corruption. Bribery in relation to foreign public officials is for example defined in Article 16.1 of the 2003 UN Convention against Corruption (UNCAC) as follows:

“the promise, offering or giving to a foreign public official or an official of a public international organization, directly or indirectly, of an undue advantage, for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties, in order to obtain or retain business or other undue advantage in relation to the conduct of international business.”

The definition of the passive side of bribery mirrors the above definition.

Similarly, Article 1 of the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-Bribery Convention) defines the giving of bribes to foreign public officials as follows:

“for any person intentionally to offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to a foreign public official, for that official or for a third party, in order that the official act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage in the conduct of international business.”

The Convention further defines some key terms contained in the above definition:

- a) “‘foreign public official’ means any person holding a legislative, administrative or judicial office of a foreign country, whether appointed or elected; any person exercising a public function for a foreign country, including for a public agency or public enterprise; and any official or agent of a public international organisation;

- b) 'foreign country' includes all levels and subdivisions of government, from national to local;
- c) 'act or refrain from acting in relation to the performance of official duties' includes any use of the public official's position, whether or not within the official's authorised competence."

Further guidance is found in the Commentary of the OECD Anti-Bribery Convention and in Annex I of the 2009 Recommendation for Further Combating Bribery of Foreign Public Officials in International Business Transactions with respect to the liability of legal persons.

Further standards are set out in the 1999 Council of Europe Criminal Law Convention on Corruption, the 1996 Inter-American Convention against Corruption, and the 2003 African Union Convention on Preventing and Combating Corruption. For further reference, there is the 1999 Council of Europe Civil Law Convention on Corruption.

While not legally binding, the principles of the G20 Anti-Corruption Working Group and other international bodies also contain useful elements of guidance.

Step 3 Which norms of national and international law are applicable?

In international investment and commercial arbitration, the parties choose in principle the applicable law or, in the absence of a parties' choice, the arbitrators define the applicable law. In cases of alleged or suspected corruption, arbitrators will, in a first step, identify the applicable international treaty provisions and national contract law provisions that declare contracts to be void if they are contrary to the law or public policy. In a second step, arbitrators will refer to provisions of national or international law according to which bribery is illegal, and then apply these provisions as a basis for invalidating the transactions. In this second step, besides the applicable law as chosen by the parties, other rules may apply according to criminal law principles (in particular, the principles of territoriality and nationality). Arbitrators should consider identifying and taking into account the respective provisions of domestic criminal law. In addition, international anti-corruption treaties may apply.

TOOL 3.1

Identify the applicable criminal law

It is a matter for each state's domestic criminal law to decide the jurisdiction of that state over corruption offences. According to the principle of territoriality, states exercise jurisdiction if bribery has been committed in whole or in part on their territory, *i.e.*, the criminal act either occurred or the harm of the criminal act arose there. According to the nationality principle, states exercise jurisdiction if a national of that state was involved in bribery anywhere in the world.

International treaties which require states to criminalise foreign public bribery may be directly applicable if the parties have chosen, or the tribunal decides, to apply international law. They may also be applicable indirectly through incorporation into the applicable domestic law. If the parties have chosen international law to apply, tribunals should be mindful of the wording of the relevant choice of law clause, as the parties may have chosen to limit the scope of the applicable international law, *e.g.* by reference to treaties in force between the contracting states or to general principles of international law.

TOOL 3.2

Apply the requirements of the bribery offence set forth in the relevant criminal law

Once the applicable norms of national and international law are identified, arbitrators can apply the relevant requirements for the bribery offence to the concrete case before them. Knowing the requirements of the bribery offence will help arbitrators establish whether there is actual bribery in the case at hand.

TOOL 3.3

The role of transnational public policy

There is widespread consensus that foreign public bribery is contrary to transnational public policy. If the requirements of the applicable domestic criminal law turn out to be below the standard set by international anti-corruption treaties, but if international treaties do not apply, arbitrators can still refer to transnational public policy.

B Evidence

Step 4 Sua sponte investigation of the alleged or suspected corruption

While arbitrators are not state judges, they do fulfil a certain public function because – in general terms – arbitral awards are enforceable like court decisions. Furthermore, arbitrators have a duty to issue an enforceable award. If arbitrators ignore issues of corruption, there is a risk that their award will be challenged in front of state courts in set-aside proceedings or at the enforcement stage on the ground that it is contrary to the national or transnational public policy. While in ICSID arbitration, the possibilities to challenge an award are limited to the review procedures provided for in the ICSID Convention, parties may equally seek revision or annulment of an award before an annulment committee. Therefore, whether in the context of commercial or investor-state arbitration, if a party alleges or arbitrators suspect that corruption was involved in the underlying dispute, arbitrators should consider investigating (also on a *sua sponte* basis) those issues. Arbitrators should do so even if the allegations or suspicions arise only at the final stages of the proceedings.

TOOL 4

Request information from the parties

If there are indicators of corruption in a case, one possibility is for arbitrators to ask the parties, by means of procedural orders, for written or oral information that would substantiate or rebut the corruption allegations or suspicions. Generally speaking, parties in international arbitration have a duty to cooperate with the tribunal.

Step 5 Burden and standard of proof, circumstantial evidence and red flags

It will depend on the arbitrator's legal background how s/he will approach the issue of applicable burden and standard of proof regarding arbitration and crime. In principle, the applicable law as chosen by the parties determines the burden and standard of proof regarding allegations of corruption in a civil proceeding. Sometimes, the applicable law may not clarify the applicable burden and standard of proof though.

TOOL 5.1

Ask the parties for more evidence

If there are indicators of corruption, arbitrators may ask the party that denies the corruption allegations to produce supporting evidence to prove the facts. Such evidence could, for instance, include evidence that an allegedly corrupt transaction was legitimate and part of a normal business transaction. Arbitrators may ask both parties for further evidence to substantiate their factual assertions.

TOOL 5.2

Options regarding the standard of proof

Regarding the standard of proof, different options are available to the arbitrator. The arbitrator can resort to the balance of probabilities or preponderance of evidence standard, which means that the arbitrator will decide in favour of the party whose claims are more likely to be true. The arbitrator can also use the clear and convincing evidence standard, which is more severe than the balance of probabilities one. Another feasible option for the arbitrator is to rely on his/her inner conviction (*"intime conviction"*) – the arbitrator must be convinced that there is enough evidence to substantiate the corruption allegations or suspicions.

TOOL 5.3

No need for direct evidence

In international arbitration, there will hardly ever be direct evidence for corruption and tribunals have no coercive powers. It is well established though that bribery can be proven by circumstantial evidence (*"faisceau d'indices"*), including the above-mentioned red flags (Tool 1). Red flags are not in themselves proof of corruption (yet). However, they are indicators of corruption that should alert arbitrators that further scrutiny must be applied to the facts of the case. Red flags are part of circumstantial evidence, which can then give rise to proof of corruption. Tribunals may make a firm finding of corruption based on the circumstantial evidence available to them.

Step 6 Adverse inferences

If arbitrators request a party to produce specific evidence to rebut the corruption allegations or suspicions and the party fails to do so without a convincing reason, arbitrators may draw adverse inferences from this fact.

TOOL 6

Use adverse inferences diligently

Arbitrators should consider applying adverse inferences if the following conditions are fulfilled:

- i. the party that seeks the adverse inference must produce compelling indicators of corruption and must itself have produced all available evidence to corroborate the inference sought, or the tribunal itself has identified sufficient indicia of corruption;
- ii. the party of whom evidence has been requested must have access to such evidence;
- iii. the party of whom evidence has been requested failed to give any convincing reason for not producing such evidence; and
- iv. the inference must be reasonable, consistent with the facts and logically related to the likely nature of the withheld evidence.

Step 7 National criminal proceedings

Sometimes, there will be parallel criminal investigations or proceedings in one or more jurisdictions next to the arbitration proceedings. Criminal proceedings may be launched before or after the initiation of the arbitration and they may be ongoing or concluded.

TOOL 7

Consider the relationship with national criminal proceedings

In case of an arbitration where there are parallel domestic criminal proceedings, arbitrators should consider seeking evidence from those proceedings.

In principle, arbitrators have a right to report suspected corruption to the domestic prosecuting authorities. There may be a risk, though, that arbitrators are held liable for breach of confidentiality if they report their suspicions to the authorities. However, their acts may be justified under the applicable laws. Arbitrators will weigh the risk of becoming liable against their right to report. Whether arbitrators have an obligation to report depends on the applicable domestic laws. Which authorities would have jurisdiction depends on the facts of the case.

If arbitrators turn a blind eye to clear indicators of corruption, issue an award, and a party is consequently forced to make bribe payments under the terms of the award, there is a risk that the arbitrators might be held responsible for complicity in corruption under the applicable criminal laws.

C Legal consequences if corruption is established in arbitration

Once arbitrators find that corruption has been established with regard to the underlying dispute, the question then is what the legal consequences are for the parties' claims. Depending on the circumstances of the case, corruption could result in the tribunal lacking jurisdiction, the claims being inadmissible or being rejected on the merits based on corruption. The difference in treatment will depend to some degree on the applicable law and whether it is a commercial or investment arbitration. However, a few general steps and tools can be identified for both investment as well as for commercial arbitration.

Step 8 In investment arbitration: at what stage of the investment did the corruption occur?

To put it simply, there are two stages at which investors may pay bribes. Arbitrators should consider whether bribes were paid in order to procure the investment, or whether the investor lawfully obtained the investment but paid bribes at a later stage during the performance of the investment. It must be kept in mind that bribe payments connected to the procurement of an investment do not have to be effected before the investment is actually procured, but can occur at a later stage. Furthermore, according to the standard set by international treaties, foreign public bribery does not require that any bribes are actually paid – it is sufficient if bribes are offered or promised.

**TOOL
8.1**

If the investment was procured by corruption: consider whether the unclean hands principle or other relevant doctrines apply

If an investment has been procured by corruption, the tribunal should consider whether this renders the claim inadmissible, whether on jurisdictional grounds (where the treaty requires the legality of the investment) or other grounds (such as by application of the “unclean hands” doctrine).

In a case where a foreign investor has procured its investment by offering, promising or paying bribes to public officials in the host state, the tribunal therefore may not have jurisdiction to hear its claims or claims may be inadmissible. Whilst this may be a harsh consequence for the investor, condoning investor’s corruption undermines domestic and international efforts to overcome transnational corruption. Investors who knowingly engage in illegal activity may forfeit any legitimate claim for protection under international dispute settlement mechanisms.

On the other hand, the circumstances in which corruption occurs may warrant the tribunal to consider whether the investor may rely upon arguments such as attribution, acquiescence and estoppel to prevent a host state from escaping all accountability for substantive violations of investor protections, especially where the state has condoned or was complicit in the corruption of its officials. In such cases, the tribunal might consider ways to find the right balance, while being mindful of any potential impact on the state’s innocent population, particularly when the host state has failed to take action to investigate and prosecute the government officials involved.

**TOOL
8.2**

Legal consequences if corruption occurs during the performance of an investment

If there is no conclusive evidence that the investment itself was procured by corruption, but there is evidence that the corruption occurred during the performance of the investment, a balanced and proportionate approach seems appropriate. The tribunal may for example consider that the investor should be deprived of access to and protection by international dispute settlement mechanisms only with regard to the part of the investment that is tainted by corruption.

Furthermore, if an investor is able to prove that the host state, during the performance of the investment, retaliated because the investor refused to cave in to bribe solicitation, the state’s behaviour may breach the fair and equitable treatment principle of international investment arbitration.

Step 9 In commercial arbitration: which scenario is at stake?

In international commercial arbitration, it may be that the main contract was procured by bribery, but it is also possible that a party attempts to enforce a contract for bribery.

The principle of separability that applies in international commercial arbitration means that the arbitral clause has a separate existence from the main contract and in principle remains valid even if the main contract is null and void.

Therefore, in commercial arbitration, corruption generally does not affect jurisdiction of the arbitral tribunals, but is discussed at the merits stage.

**TOOL
9.1**

Consider nullity if a party attempts to enforce contracts for bribery

In principle, the national law applicable to the substance of the dispute will decide the legal consequences of a contract for bribery. Frequently, contracts for bribery will be unenforceable or null and void *ab initio*. If the contract is void, many legal systems will not allow for restitution whereas others may allow a party to claim restitution in case where the tribunal finds the contract to be void.

**TOOL
9.2**

Contracts procured by bribery

Contracts procured by bribery might not necessarily be null and void under the applicable national law, but may be voidable by the party that was the victim of corruption. In some cases, the applicable national law may give the tribunal discretion over enforcement of a contract procured by bribery.

Chapter 2

Tools in cases of suspected money laundering in arbitration

A Substantive aspects of money laundering

Step 1 How to become aware of money laundering in a case

There are at least two scenarios how money laundering could be related to the underlying dispute in arbitration proceedings. In the first scenario that could be envisaged especially in commercial arbitration, an arbitration might be conducted in order to launder money. This means that both parties know that the funds are of illicit origin and they draw up a “fake” dispute in order to get an arbitral award that can be enforced at the domestic level, presenting an apparently legitimate title for transferring illicit funds.

In the second scenario (investment or commercial arbitration), the parties might be in a real dispute involving funds that are the proceeds of crime. For example, one party might seek to enforce a claim that involves the transfer of funds originating from a predicate offence. The predicate offence may for instance be foreign public bribery (“corruption money laundering”). The party might seek to obtain certain legitimate assets for which it wants to pay with funds of illicit origin. Or, the party might seek to obtain funds of illicit origin.



“Red flags” to help arbitrators identify potential money laundering

Concerning the first scenario mentioned above (sham arbitration proceedings), red flags for money laundering include:

- i. a very one-sided dispute;
- ii. a non-participating respondent;
- iii. a respondent who participates, but basically acknowledges liability or agrees to a settlement prematurely;
- iv. a lack of documentation for the background of the dispute; and
- v. a lack of business activity of the involved companies.

Concerning the second scenario, red flags include:

- i. unidentified beneficial owners behind accounts or private investment companies, trusts etc. (shell corporations, possibly off-shore, ownership possibly concealed through bearer shares);
- ii. the involvement of politically exposed persons (PEPs);
- iii. persons or funds involved that originate from countries with a well-known risk for crime and corruption;
- iv. unusual transactions, e.g. large cash payments;
- v. unknown origin of the funds at stake without plausible explanation how those funds were earned legally.

The above list is not exhaustive. For arbitrators, if a fundamental or several of the above red flags are present and raise the suspicion of money laundering, it is certainly worth taking a closer look.

Step 2 What does the concept of money laundering mean exactly?

TOOL 2

Consider definitions from international treaties to identify money laundering

As a starting point, arbitrators can rely on the definitions found in international treaties to identify money laundering. Money laundering was already criminalised in the 1988 UN Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances. Article 6.1 of the 2000 UN Convention against Transnational Organized Crime (UNTOC) and Article 23.1 of the 2003 UN Convention against Corruption (UNCAC) define money laundering as:

“The conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her action;

The concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime;

[...]

The acquisition, possession or use of property, knowing, at the time of receipt, that such property is the proceeds of crime;

Participation in, association with or conspiracy to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the offences established in accordance with this article.”

Money laundering always requires a predicate offence from which the illicit funds originate. Frequently, the predicate offence is committed abroad.

Further standards are set out in the 1990 Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime and in the 2005 Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime and on the Financing of Terrorism.

Further guidance is found in the 40 Recommendations published by the Financial Action Task Force since 1990 and updated regularly.

Step 3 Which norms of national and international law are applicable?

Tools 3.1 to 3.3 of Chapter 1 can be applied analogously. Concerning the applicable criminal law, it is worth noting that the predicate offence may have occurred in a different country than subsequent money laundering activities. In order to identify the predicate offence, the national criminal laws of this country may need to be taken into account.

Regarding transnational public policy, as with foreign public bribery, there is widespread consensus that money laundering is against transnational public policy.

B Evidence

Steps 4 to 7 and tools 4 to 7 of Chapter 1 can be applied analogously.

C Legal consequences if money laundering is established in arbitration

Once arbitrators find money laundering to be established with regard to the underlying dispute, the question is what legal consequences does this have for the parties' claims? This depends to some degree on the situation and on the applicable law. However, a few general steps and tools can be identified for both investment as well as for commercial arbitration.

Step 8 Legal consequences in case of sham arbitration for money laundering purposes

Regarding the first scenario outlined above (sham arbitration for money laundering purposes), the tribunal should consider denying arbitrability, denying jurisdiction, or declaring all claims inadmissible, possibly with reference to the "unclean hands" or other doctrines.

Step 9 Legal consequences if a real dispute involves funds of illicit origin

If a real dispute involves funds of illicit origin, the tribunal should consider holding all claims involving those funds inadmissible.

Appendix: Selected awards and instruments¹

Arbitral awards

International Centre for Settlement of Investment Disputes (ICSID)

African Holding Company of America, Inc. et Société Africaine de Construction au Congo S.A.R.L. et La République Démocratique du Congo, ICSID Case No. ARB/05/21, Sentence sur les déclina-toires de compétence et la recevabilité, 29 July 2008

Azpetrol International Holdings B.V. et al. and The Republic of Azerbaijan, ICSID Case No. ARB/06/15, Award, 8 September 2009

David Minnotte and Robert Lewis and Republic of Poland, ICSID Case No. ARB(AF)/10/1, Award, 16 May 2014

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¹ This appendix includes selected arbitral awards involving allegations of fraud, corruption and/or money laundering, as well as relevant international anti-corruption and anti-money laundering instruments. The list is not exhaustive and taken from: Betz, K. (2017), *Proving Bribery, Fraud and Money Laundering in International Arbitration, On Applicable Criminal Law and Evidence*, Cambridge: Cambridge University Press.

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United Nations Convention against Corruption (adopted 31 October 2003 by UN General Assembly resolution 58/4)

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