Indemnity Agreement

(Accelerating Sustainable Private Investments in Renewable Energy (ASPIRE) Project)

between

REPUBLIC OF MALDIVES

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 2017
INDEMNITY AGREEMENT

AGREEMENT (the “Agreement”), dated 1 June 2017, between REPUBLIC OF MALDIVES (the “Member Country”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) in connection with the Guarantee Agreement (the “Guarantee Agreement”) entered into on or about the date hereof, between the Association and Hulhumale Renewable Energy Company Private Limited., acting on its own behalf and as agent for the Beneficiaries (the “Agent”) for the project described in the Schedule to this Agreement (the “Project”). The Member Country and the Association therefore hereby agree as follows:

ARTICLE I
General Conditions; Definitions

Section 1.01. The provisions of the General Conditions (as defined in the Appendix to this Agreement) set forth in Section II of the Appendix to this Agreement constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Section I of the Appendix to this Agreement.

ARTICLE II
Indemnity by Member Country to the Association

Section 2.01. In consideration of the Association providing the Guarantee on the terms and conditions set out in the Guarantee Agreement, the Member Country hereby irrevocably and unconditionally agrees:

(a) to reimburse the Association immediately on demand or as the Association may otherwise direct in writing for any amount paid by the Association under the Guarantee Agreement together with interest thereon at the rate per annum determined by the Association and notified to the Member Country (which rate shall not exceed the Bank’s highest prevailing lending rate for loans with a fixed spread denominated in the Payment Currency, as may be shown from time to time on the Bank’s external website) from the date such payment is made by the Association until such amount is reimbursed in full;

(b) to indemnify the Association on demand and hold the Association harmless against all actions, proceedings, liabilities, claims, losses, damages, costs and expenses brought against, suffered or incurred by the Association directly or indirectly in relation to or arising out of or in connection with the Guarantee Agreement (except as otherwise provided in Section 7.03(i) of the General Conditions); and
that the obligations of the Member Country under this Agreement will not be affected by any act, omission, matter or thing which, but for this Section, would reduce, release or prejudice any of its obligations under this Agreement.

Section 2.02. Any payment required to be made by the Member Country pursuant to the terms of this Agreement shall be applied first, to pay all interest and other charges due to the Association and second, after such interest and other charges are paid, to pay all other amounts then due to the Association under this Agreement.

Section 2.03. The Member Country shall furnish to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association or, if the Association so requests, a certificate satisfactory to the Association of a competent official of the Member Country, showing the following matters: (a) that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Member Country and is legally binding upon the Member Country in accordance with its terms; and (b) any other matter reasonably requested by the Association in connection with this Agreement or the Project. The Member Country acknowledges that the receipt by the Association of such opinion, opinions or certificate will be a condition to the effectiveness of the Guarantee Agreement.

ARTICLE III
Project

Section 3.01. The Member Country declares its commitment to the objectives of the Project.

Section 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, the Member Country shall undertake the obligations with respect to the Project set forth in the Schedule to this Agreement.

ARTICLE IV
Remedies

Section 4.01. In addition to the other remedies available to the Association under development credit and financing agreements between the Association and the Member Country, in the event that: (a) the Member Country has failed to perform any of its obligations under Article III of this Agreement and such failure has continued and remained uncured in the opinion of the Association for sixty (60) days or more after notice thereof shall have been given to the Member Country by the Association; or (b) any representation made by the Member Country in or pursuant to this Agreement, or any representation or statement furnished by the Member Country and intended to be relied on by the Association in providing the Guarantee, shall in the opinion of the Association have been incorrect in any material respect, then the Association may suspend or cancel in whole or in part the Member Country’s right to make withdrawals under any credit or grant under any development credit agreement or financing agreement between the Association and the Member Country, or declare the outstanding principal and interest of any such credit due and payable immediately.

ARTICLE V
Effective Date

Section 5.01. This Agreement shall come into force and effect upon signature by the parties.
ARTICLE VI
Representative; Addresses

Section 6.01. The Member Country’s Representative is its minister responsible for finance.

Section 6.02. Without limitation on the provisions of Section 9.01 of the General Conditions, any notice or request required or permitted to be given or made under this Agreement shall also be deemed to have been duly given or made when it has been delivered by email, provided that such notice or request is also delivered by hand or sent by mail, to the party to which it is required or permitted to be given or made at such party’s email address specified in Sections 6.03 and 6.04 of this Agreement, as applicable, or at such other email address as such party shall have designated by notice to the party giving such notice or making such request.

Section 6.03. The Member Country’s Address is:

Ministry of Finance and Treasury
Ameenee Magu
Malé 20379
Republic of Maldives

Attention: Minister of Finance
Facsimile: (960) 332 4432

Section 6.04. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: Vice President, South Asia Region
Facsimile: +1 (202) 522 3707

With a copy to: Practice Manager, (Guarantees) Financial Solutions
Energy and Extractives Practice Group
Facsimile: +1-202-522-0761
Email: guarantees@worldbank.org
AGREED as of the day and year first above written.

REPUBLIC OF MALDIVES

By: ____________________________

Authorized Representative

Name (printed): AHMED MUNAWAR

Title: MINISTER OF FINANCE AND TREASURY

[Signature page to the Indemnity Agreement]
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ________________________________

Authorized Representative

Name (printed): MATH 2 BHAGAVATI BIODISSUJU

Title: ________________

[Signature page to the Indemnity Agreement]
SCHEDULE

Project Description

The Project consists of the development by the Beneficiaries, on a design, build, finance, own, operate and transfer basis, of grid connected solar photovoltaic electric generating facilities with a total electric capacity equal to 1.5MW on the island of Hulhumale in the territory of the Member Country, and the sale of the electrical energy generated from the said facilities to STELCO, all in accordance with the provisions of the Project Documents.

1. The Member Country hereby undertakes to the Association to punctually perform all of its obligations under the Implementation Agreement and the Escrow Agreement, and to take all lawful action within its power to cause: (a) STELCO to punctually perform all of its obligations under the Transaction Documents to which it is a party; and (b) each relevant Public Sector Entity to punctually perform all of its obligations under the Roof Lease Agreement to which it is a party.

2. The Member Country shall: (a) notify, and shall take all lawful action within its power to cause STELCO and any Public Sector Entity to notify, the Association prior to agreeing to any material amendment, waiver, termination or other change to the Project Documents to which the Member Country, STELCO or any Public Sector Entity is a party; and (b) obtain, and take all lawful action within its power to cause STELCO and any Public Sector Entity to, obtain the written consent of the Association prior to agreeing to any amendment, waiver, termination, transfer, assignment, or termination of, waiver, consent or settlement or compromise of any claim under, or any other change to any Project Documents which would or could, in the opinion of the Association, materially affect the rights or obligations of the Association under the Transaction Documents (including any assignment, transfer, novation, abrogation, granting of security over or other disposition of any rights or obligations under such agreements).

3. The Member Country shall, and shall take all lawful action within its power to cause STELCO and any Public Sector Entity to, promptly: (a) notify and provide to the Association copies of any notices, claims, demands, reimbursements or recoveries under the Project Documents that could result or relate to actions to enforce the payment of the Guarantee, or any other notices issued or received by the Member Country under the Project Documents; and (b) notify the Association of any event or circumstance which would or could adversely affect the Member Country’s ability to perform its obligations or exercise its rights under the Transaction Documents.

4. The Member Country shall, and shall take all lawful action within its power to cause STELCO and any other Public Sector Entity to, take all lawful actions within its or their power to remedy and cure any event within the Member Country’s, STELCO’s or the Public Sector Entity’s control or responsibility that would or could result in the breach or termination of any of the Project Documents.

5. The Member Country shall not create or permit to exist or occur and shall take all lawful actions within its power to ensure that no Public Sector Entity shall create or permit to exist or occur, any circumstance, or change in the laws or regulations in effect in the Member Country after the date of this Agreement that would render obligations under the Transaction Documents illegal, invalid, unenforceable, ineffective or void in whole or in part. If such circumstance or change exists or occurs, the Member Country shall take all lawful actions within its power to remedy and
cure or to procure that the appropriate Public Sector Entity remedies and cures, the adverse effect on the Project of such circumstance or change in law or regulation.

6. The Member Country shall:

(a) take all actions that shall be necessary on its part, and take all lawful actions within its power to procure that STELCO and any other Public Sector Entity take all actions necessary on their part, to enable the Beneficiaries to obtain any Authorization required for the Project, including any such Authorization required under the Project Documents, the Environmental and Social Laws, the Safeguard Instruments and the World Bank Performance Standards;

(b) carry out promptly, and take all lawful actions within its power to cause STELCO and any other Public Sector Entity to carry out promptly, or as may otherwise be agreed between the Member Country and the Association, any action required to be performed by it or such Public Sector Entity to enable it, the Beneficiaries, or STELCO to comply with the requirements of the Safeguard Instruments and the World Bank Performance Standards;

(c) promptly obtain and furnish to the Association all such information as the Association shall reasonably request relating to the Beneficiaries and the Project;

(d) provide all such assistance as the Association shall reasonably request relating to the preparation of an ESRS with respect to the Beneficiaries and the Project;

(e) ensure that any land or access to property required for carrying out the Project is obtained through voluntary land transactions, on a willing-buyer-willing-seller, or on a willing-lessee-willing-lessee basis, as applicable;

(f) not take, and shall take all lawful actions within its power to ensure that no other Public Sector Entity shall take, any action that would prevent or interfere with the performance by the Beneficiaries of any of their obligations in connection with the Project or under the Project Documents or any other agreement related to the Project; and

(g) not:

(i) dissolve, disestablish, or suspend the operations of STELCO; or

(ii) change its ownership or control of STELCO from that existing at the date of this Agreement (except, for the avoidance of doubt, any sale, transfer or assignment by the Member Country of any voting interest STELCO’s share capital that would not result, directly or indirectly, in the Member Country’s loss of its ability to elect or appoint a majority of STELCO’s board of directors (or equivalent body), or its ability to direct the management or policies of STELCO.

7. The Member Country (a) affirms to the Association that no Sanctionable Practices have been engaged in by any official or representative of the Member Country or any Public Sector Entity; and (b) covenants that neither it nor any Public Sector Entity shall engage in Sanctionable Practices. The Member Country further covenants that should the Association notify the Member
Country of its concerns that there has been a violation of the provisions of this Section 7 or of the affirmation in subparagraph (a) above, it shall cooperate in good faith with the Association and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from the Association, and shall furnish documentary support for such response upon the Association’s request.

8. The Member Country affirms that: (a) Housing Development Corporation Limited ("HDC") is a company wholly owned by the Member Country, duly established and validly existing under the constitution and laws of the Member Country, and has full legal right, power and authority to enter into and perform its obligations under the Roof Lease Agreement; (b) HDC is the owner of the Property (as defined under the Roof Lease Agreement) and presently has possession of the same; and (c) HDC has the right to, and is sufficiently authorized to lease the Property as provided in the Roof Lease Agreement, and the Roof Lease Agreement has been duly authorized, executed and delivered by HDC and constitutes the legal, valid and binding obligation of HDC.

9. Without prejudice to Sections 4.10 and 5.01 of the General Conditions, the Member Country shall, upon request, promptly provide the Association all information necessary, in the reasonable opinion of the Association, for the Association’s review of the Member Country’s performance of its covenants pursuant to this Schedule.
APPENDIX

Section I. Definitions


2. "Applicable Law" means, collectively, any statutes, laws (including laws of the Republic of Maldives), ordinances, rules, regulations, or judicial, arbitral or official decisions, orders, or directives, or licenses, permits, or any other Authorizations, which are binding upon or otherwise applicable to the STELCO, the Beneficiaries or the Project.

3. "Authorization" means each authorization or consent identified in Schedule 8 (Permits and Approvals) of the PPA, and any other approvals, authorizations, permits, consents, filings, agreements, notarizations, certificates, licenses, exemptions, orders or permissions from, by or with, any government authority which is or was necessary in connection with the Project, or which is or was necessary for the performance by a party of any covenant or obligation in accordance with any Project Document.

4. "Beneficiaries" means, collectively, the Agent, China Machinery Engineering Corporation, and GSS Real Estate AG (formerly Gräss Solartechnik Schweiz. SA).

5. "Cooperation Agreement" means the Cooperation Agreement between the Association and STELCO, entered into on or about the date hereof, as it may be amended from time to time.

6. "EIA" means each assessment to be prepared in accordance with the ESMF, in form and substance satisfactory to the Association, and defining details of potential environmental and social risks and adverse impacts associated with the implementation of Project activities, as applicable, as said assessment may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such assessment.

7. "EMP" means each plan to be prepared in accordance with the ESMF, in form and substance satisfactory to the Association, and setting forth the measures for mitigating the environmental and social risks and impacts associated with the implementation of Project activities, as well as the administrative and monitoring arrangements for ensuring the implementation of said plans, as said plans may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plans.

8. "Environmental and Social Laws" means, collectively, any Applicable Law in the Member Country setting standards concerning or relating to environmental, social (including land acquisition), labor, health and safety or security risks of the type contemplated by the World Bank Performance Standards or imposing liability for the breach thereof.

9. "ESAP" means the environmental and social action plan developed by the Beneficiaries in agreement with the Member Country to supplement the Safeguard Instruments and to enable the Project to be constructed, equipped and operated in compliance with the World Bank Performance Standards, as such action plan may be amended and supplemented from time to time with the prior written agreement of the Association.
10. "Escrow Agreement" means the Escrow Agreement among the Member Country, STELCO, the Beneficiaries and Bank of Maldives, dated March 19, 2017, as it may be amended from time to time.

11. "ESMF" means the Member Country’s framework, dated March 27, 2014, and acceptable to the Association, for undertaking environmental and social analysis and developing mitigation measures for Project activities, as said framework may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such framework.

12. "ESMS" means the Beneficiaries’ environmental and social management system, implemented or to be implemented by the Beneficiaries to manage the environmental and social performance of the Project in compliance with the World Bank Performance Standards and the Environmental and Social Laws.

13. "ESRS" mean an environmental and social review of the Project and the Beneficiaries, prepared by the Association, including an identification of any deficiencies in the ESMS of such Beneficiaries.

14. "General Conditions" means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

15. "Guarantee" means the guarantee provided by the Association pursuant to the Guarantee Agreement.

16. "Guarantor Agreements" means, collectively, this Agreement, the Guarantee Agreement, and the Cooperation Agreement.

17. "Implementation Agreement" means the Amended and Restated Implementation Agreement between the Member Country and the Beneficiaries, dated March 19, 2017, as it may be amended from time to time.

18. "Power Purchase Agreement" means the Amended and Restated Power Purchase Agreement between the Beneficiaries and STELCO, dated March 19, 2017, as it may be amended from time to time.

19. "Project Documents" means, collectively, the Power Purchase Agreement, the Implementation Agreement, the Roof Lease Agreement, and the Escrow Agreement.

20. "Public Sector Entity" means:

(a) the government of the Member Country, the parliament of the Member Country, any governmental department or ministry, agency, body, (including any state-owned company or other state-owned entity) instrumentality or public authority, whether national, state, regional or local (or any subdivision thereof), or any other entity subject to the overall control or direction as to matters of policy of the Government of the Member Country or which is otherwise controlled by the Government of the Member Country;
any court in the Member Country with jurisdiction over the Beneficiaries or the Project or any part thereof; or

any other person in the Member Country having or asserting authority to issue a license, approval or consent required or necessary in connection with the Project, or otherwise having jurisdiction over any aspect of the Project.

21. "Roof Lease Agreement" means the Roof Lease Agreement between Housing Development Corporation Limited and the Beneficiaries for the purposes of the Project, dated January 19, 2017, as it may be amended or replaced from time to time.

22. "Safeguard Instruments" means, collectively, the ESAP, the ESMF, the EIAs, and the EMPs.

23. "Sanctionable Practices" means any Coercive Practice, Corrupt Practice, Collusive Practice, Obstructive Practice or Fraudulent Practice (as those terms are defined, and interpreted in accordance with, the Anti-Corruption Guidelines) in connection with the Project or any transaction contemplated by this Agreement.

24. "STELCO" means the State Electric Company Ltd., the company established by Presidential Decree #1997/83 of June 1997, operating under the laws of the Member Country and wholly owned by the government of the Member Country, and.

25. "Transaction Documents" means collectively, the Project Documents and the Guarantor Agreements.


Section II. General Conditions

The following provisions of the General Conditions, with the modifications set forth below, constitute an integral part of this Agreement:

1. Article I.

2. Sections 3.06, 3.07, 3.09 and 3.10.

3. Sections 4.10 (except that references therein to the term "Financing" shall be deleted and replaced by the term "Guarantee"), 4.11 and 4.12.

4. Article V.

5. Article VII.
6. Section 9.01, modified by deleting at the beginning of the second sentence the words "Except as otherwise provided in Section 8.03(a)."

7. Section 9.02, modified by deleting the words "(and the representative designated by the Project Implementing Entity in the Project Agreement)" and "(or the Project Implementing Entity, as the case may be)."

8. Section 9.03, modified by deleting the words "and the Project Implementing Entity."

9. Sections 9.04 and 9.05.

10. Paragraphs 5, 6, 7, 8, 17 and 18 of the Appendix to the General Conditions.

11. Paragraphs 22 and 23 of the Appendix to the General Conditions.

12. Paragraph 25 of the Appendix to the General Conditions, modified to read as follows:

   ""Financing" means the amounts payable by the Member Country under the Financing Agreement."

13. Paragraph 27 of the Appendix to the General Conditions, modified to read as follows:

   ""Financing Agreement" means the indemnity agreement between the Member Country and the Association pertaining to the Guarantee, as such agreement may be amended from time to time. "Financing Agreement" includes these General Conditions as applied to the Financing Agreement, and all appendices, schedules and agreements supplemental to the Financing Agreement."

14. Paragraph 28 of the Appendix, modified by deleting the words "including (but not limited to) any amount of the Withdrawn Credit Balance, the Service Charge, the Commitment Charge, and any refund of the Withdrawn Grant Amount payable by the Recipient."

15. Paragraph 32 of the Appendix to the General Conditions, modified to read as follows:

   ""Legal Agreement" means the Financing Agreement."

16. Paragraph 35 of the Appendix to the General Conditions.

17. Paragraph 39 of the Appendix to the General Conditions, modified by deleting the words "for which the Financing is granted."

18. Paragraph 40 of the Appendix to the General Conditions, modified to read as follows:

   ""Project Agreement" means the cooperation agreement entered into between the Association and the STELCO in connection with the Guarantee, as the same may be amended from time to time in accordance with its terms. "Project Agreement" includes these General Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement."

19. Paragraph 41 of the Appendix to the General Conditions, modified to read as follows:
"Project Implementing Entity" means STELCO which is a party to the Project Agreement.

20. Paragraph 45 of the Appendix to the General Conditions, modified by deleting the words "and to which the Financing is extended."

21. Paragraphs 46, 47, 51, 52, 53 and 54 of the Appendix to the General Conditions.

Section III. Anti-Corruption Guidelines for World Bank Guarantee and Carbon Finance Transactions

The purpose of these Guidelines is to clarify the meaning of the terms "Corrupt Practices," "Fraudulent Practices," "Coercive Practices," "Collusive Practices" and "Obstructive Practices" in the context of World Bank project-based guarantee operations and carbon finance transactions, where the World Bank, as trustee of a carbon fund, purchases emission reductions under an emission reductions purchase agreement.

1. CORRUPT PRACTICES

A "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

INTERPRETATION

A. Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payor to obtain an undue advantage or to avoid an obligation. Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.

B. It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project. Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payor's books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.

C. In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally-accepted industry standards shall not constitute corrupt practices unless the action violates applicable law.

D. Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.

E. The World Bank Group does not condone facilitation payments. For the purposes of implementation, the interpretation of "Corrupt Practices" relating to facilitation
payments will take into account relevant law and international conventions pertaining to corruption.

2. **FRAUDULENT PRACTICES**

A "Fraudulent Practice" is any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

**INTERPRETATION**

A. An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of World Bank Group sanctions.

B. Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on other third parties are not condoned but are not specifically sanctioned in World Bank Guarantee or carbon finance operations. Similarly, other illegal behavior is not condoned, but will not be sanctioned as a Fraudulent Practice under the World Bank sanctions program as applicable to World Bank Guarantee or carbon finance operations.

3. **COERCIVE PRACTICES**

A "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**INTERPRETATION**

A. Coercive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

B. Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

4. **COLLUSIVE PRACTICES**

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
INTERPRETATION

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

5. OBSTRUCTIVE PRACTICES

An “Obstructive Practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the World Bank’s access to contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

INTERPRETATION

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

GENERAL INTERPRETATION

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.