



## MIA e-Learning Series:



Content By:

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### Why e-learning?



Re-watch, re-listen & re-learn for a fresh viewpoint and understanding



120 days of self-learning access period



Do it in the comfort of your own timing

# Section 17A, MACC Act 2009 & the Implementation of T.R.U.S.T



### Who should attend:

Relevant to any organisation's Board of Directors (BOD), C-suites, auditors, risk management & compliance officers

### Learning Outcome

By the end of the course, participants will be able to:

- Understand the background, structure and intent of Section 17A, Malaysian Anti-Corruption Commission Act 2009
- Compare and contrasts between Section 17A MACC Act vs Section 7-9, UK Bribery Act 2010
- Interpret and implement the requirements for 'adequate procedures' as per MACC Act 2009 based on the principles of T.R.U.S.T
- Adopt best practices for conducting due diligence and setting up reporting mechanisms within the parameters of legal provisions
- Consider legal impact(s) due to ineffective management of unethical business conduct

## Programme Overview

The **Corporate Liability Provision or Section 17A, Malaysian Anti-Corruption Commission (Amendment) Act 2018** which took effect on **1 June 2020** provides that *"a commercial organisation commits an offence if any person associated with the commercial organisation commits a corrupt act (i.e. gives, agrees to give, promises or offers to any person any gratification) in order to obtain or retain business or advantage for the commercial organisation"*.

**S17A (3)** provides where an offence has been committed by a commercial organisation, a person who is a **Director, Controller, Officer or who is concerned in the management** of the commercial organisation's affairs at the time of the commission of offence is deemed to have committed that offence. The burden shifts to the commercial organisation, its Directors, Partners and Management to demonstrate that they have put in place **"adequate procedures"** to deter persons associated with

the commercial organisation from committing corrupt acts of gratification.

The Minister in the Prime Minister's Department has, in December 2018, issued pertinent Ministerial Guidelines on **Adequate Procedures**, covering five (5) key principles of T.R.U.S.T, that is to be established as lines of defence for the commercial organisation as well as those charged with governance and management of the organisation.

The **penalties**, upon conviction under S17A, may entail a fine of not less than (10) times the value of the gratification or RM1 million, whichever is higher; AND/OR a jail sentence not exceeding twenty (20) years. In view of the hefty **penalties**, it is crucial for Directors, Partners and Management to have systems in place / **adequate procedures** to prevent the commission of such offences.

## Programme Content

### Module 1:

Overview of Bribery & Corruption

### Module 2:

The Corruption Perceptions Index (CPI) & Global Corruption Barometer (GCB) by Transparency International

### Module 3:

Global Efforts & International Laws Against Corruption

- United Nations Convention Against Corruption (UNCAC)
- The UK Bribery Act & US Foreign Corrupt Practices Act

### Module 4:

Key Legislation on Bribery & Corruption In Malaysia

- Malaysian Anti-Corruption Commission (MACC) Act 2009
- Penal code

### Module 5:

The MACC (Amendment) Act 2018

- Amendments to key definitions
- Inclusion of Section 17A & Section 41A

### Module 6:

Corporate Liability Provision, Section 17A, MACC Act 2009

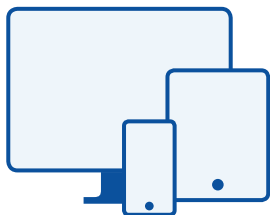
- Commercial organisation
- Person associated
- Gratification (Section 3, MACC Act)
- Conviction or penalties
- Plausible scenario
- Case examples

### Module 7:

Ministerial Guidelines on Adequate Procedures (T.R.U.S.T)

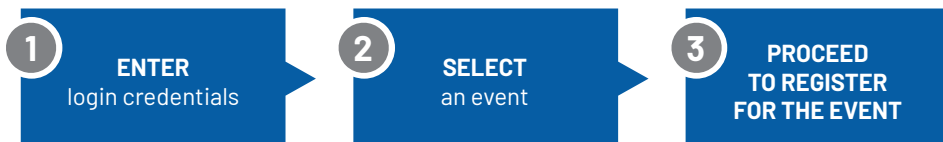
- **T** – Top level commitment
- **R** – Risk assessment
- **U** – Undertake control measures
- **S** – Systematic review, monitoring & enforcement
- **T** – Training & communication

## REGISTRATION PROCESS

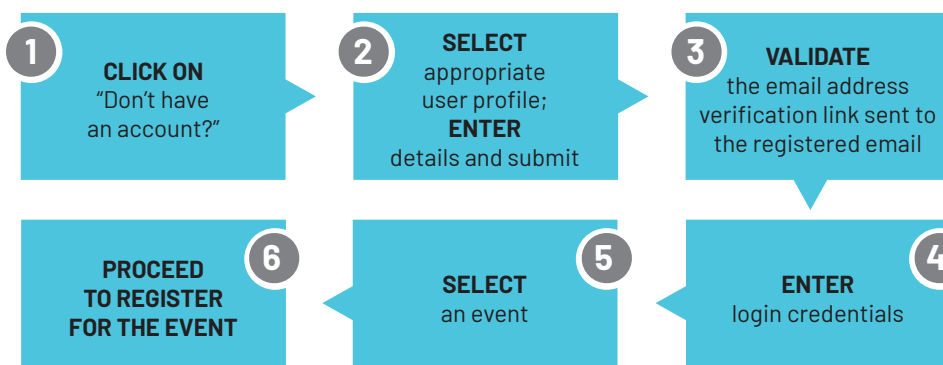


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## PROGRAMME FEES

Member	RM 190
Non-member	RM 220

## PREFERRED PAYMENT

Pay with MIA-CIMB Affinity Credit Card.

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- The information on Corporate/Individual provided shall be deemed true and correct. No alteration will be allowed upon registration.

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