

SCHEDULE G – COI COMPLIANCE REGIME
SCHEDULE G

COI COMPLIANCE REGIME

1. CONFLICTS OF INTEREST

1.1 The Contractor acknowledges and agrees that its performance of the Services pursuant to this Agreement could result in either or both:

1.1.1 the Contractor holding Commercially Confidential Information that could give rise to the Contractor, or the Contractor Related Parties (whether alone, in a consortium, or otherwise) receiving, or potentially receiving an unfair advantage in relation to the tendering process for any Authority Contract in relation to which Engaged Personnel are directly or indirectly involved; or

1.1.2 a potential or actual conflict of interest arising due to: (i) the Contractor's provision of the Services pursuant to this Agreement; and (ii) its, or any of the Contractor Related Parties, involvement (whether alone, in a consortium, directly or indirectly or otherwise) in any Authority Contract,

(any such Authority Contract, where an unfair advantage or potential unfair advantage or potential or actual conflict of interest arises, being a "**Conflicting Project**").

1.2 The Contractor warrants, as at the date hereof, that the processes set out in Paragraph 2 (*General Restrictions Applying to Conflicted Persons*) and Paragraph 3 (*Information Barrier*) (the "**COI Management Process**") are sufficient such that the Contractor, and the Contractor Related Parties, will not receive an unfair advantage in relation to any Conflicting Project and otherwise are sufficient to manage any potential or actual conflict of interest that it or any of the Contractor Related Parties may have.

1.3 The Contractor and the Contractor Related Parties (or any officer, employee, representative, agent or adviser of the Contractor Related Parties) who are or have been involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project (all such persons being "**Conflicted Persons**").

1.4 The Contractor shall, from the Agreement Commencement Date maintain a log of Conflicting Projects, which shall be reviewed on a monthly basis at the Engineering Hub Operations Board.

1.5 The obligations in relation to the COI Management Process shall apply, inter alia, to all Conflicting Projects as identified in an Approved Tasking Order or otherwise and the Contractor also acknowledges that, from time to time (and without prejudice to Paragraph 1.13), the Authority may impose additional requirements in relation to such Conflicting Projects in accordance with the provisions of this Paragraph 1.

1.6 Without prejudice to Paragraph 1.5, the Contractor undertakes to:

1.6.1 continually monitor its business, and the business of the Contractor Related Parties, throughout the Term in order to determine whether Commercially Confidential Information passing between the Authority and the Contractor and any Contractor Related Parties during the Term is material, or may be material, to a Conflicting Project;

1.6.2 notify the Authority in writing of any change in circumstances or information not previously disclosed to the Authority which leads to a Conflicting Project coming

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into, or potentially coming into, existence (or which is material in relation to any Conflicting Project that already exists), including where any Conflicted Personnel who then becomes involved in a Conflicting Project, as soon as it becomes aware of such change or information, whether through the monitoring process set out in Paragraph 1.6.1 or otherwise; and

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- 1.6.3 within ten (10) Business Days (unless otherwise agreed by the Parties) of the date on which the Authority receives written notification from the Contractor under Paragraph 1.6.2, provide the Authority with a written report setting out:
- (A) full details of the Conflicting Project, and the change in circumstances or information not previously disclosed to the Authority which has led to such Conflicting Project coming into, or potentially coming into, existence (or which is material in relation to any Conflicting Project that already exists); and
 - (B) whether, in the opinion of the Contractor (acting reasonably), the COI Management Process remains sufficient such that the Contractor, and the Contractor Related Parties, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remain sufficient to manage any potential or actual conflict of interest that it or any Contractor Related Party may have.
- 1.7 Where the Contractor considers that the COI Management Process is sufficient to avoid any unfair advantage in relation to any Conflicting Project and to manage any potential or actual conflict of interest, within ten (10) Business Days (unless otherwise agreed by the Parties) of the date on which the Authority receives the written report from the Contractor in accordance with Paragraph 1.5.2, the Authority shall provide the Contractor with a written notice stating that it considers (acting in its absolute discretion) that:
- 1.7.1 the COI Management Process (in its current form) is such that the Contractor, and the Contractor Related Parties, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remains sufficient to manage any potential or actual conflict of interest;
 - 1.7.2 the COI Management Process (in its current form) is not able to remove an unfair advantage received by the Contractor, or any of the Contractor Related Parties, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest but that the COI Management Process may be able to do so in an amended form through a Compliance Agreement between the Authority and the Contractor or the Contractor Related Party; or
 - 1.7.3 the COI Management Process or Compliance Agreement is not able to remove an unfair advantage received by the Contractor, or any of the Contractor Related Parties, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest.

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In the event that a Compliance Agreement is entered into in relation to Services to be performed in relation to an Approved Tasking Order, the terms of that Compliance Agreement shall take precedence over this Schedule G in the case of any conflicts between the documents.

- 1.8 If at any time the Authority otherwise becomes aware of any change in circumstances or information not previously disclosed by the Contractor that the Authority determines in its sole discretion should be or (if known by the Contractor) should have been notified to the Authority in accordance with Paragraph 1.6.2, the Authority may provide the Contractor with a written notice in accordance with Paragraphs 1.7.1, 1.7.2 or 1.7.3 above.
- 1.9 Where the Conflicting Project relates to a bid for or the entry into a new Authority Contract, this Paragraph 1.9 shall apply.
- 1.9.1 Where:
- (A) the Contractor or a Contractor Related Party has expressed an interest in a Authority Contract; or
 - (B) it is, in the Authority's sole opinion, of benefit to the Authority that the Contractor or Contractor Related Party should bid for or enter into that Authority Contract; and

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- (C) the Authority considers that any conflict of interest arising from the Contractor or Contractor Related Party bidding for or entering into that Authority Contract is not material or can be managed,

the Authority may, in its sole discretion, permit the Contractor or Contractor Related Party to continue to bid for or enter into that Authority Contract.

- 1.9.2 In the event that the Authority does permit the Contractor or Contractor Related Party to bid for or enter into a Authority Contract, the Authority may require the Contractor and/or any relevant Contractor Related Party to enter into a Compliance Agreement prior to the commencement of any competitive tendering or the award of any contract, and in the event of any failure by the Contractor or a Contractor Related Party to comply with any such Compliance Agreement then the Authority may (without limitation to any remedies which may be available under the Compliance Agreement or otherwise) exercise any of the rights set out in Paragraph 1.13.3.
- 1.10 In the event that an entity that is already a party to (or is competing for or proposing to enter into) any Authority Contract becomes a Contractor Related Party, the Authority may require the Contractor and the relevant Contractor Related Party to enter into a Compliance Agreement in order to manage the actual or potential conflict of interest as soon as is practical. In the event of any failure by the Contractor or the relevant Contractor Related Party to comply with any such Compliance Agreement or requirement the Authority may (without limitation to any remedies which may be available under the Compliance Agreement or otherwise) enforce its rights under Paragraph 1.13.3.
- 1.11 Where:
- 1.11.1 the Contractor does not provide confirmation in accordance with Paragraph 1.6.3(B) that the COI Management Process remains sufficient such that the Contractor, and the Contractor Related Parties, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remains sufficient to manage any potential or actual conflict of interest that it or any of the Contractor Related Parties may have; or
- 1.11.2 the Authority gives notice in accordance with Paragraph 1.7.2 that it considers that the COI Management Process (in its current form) is not able to remove an unfair advantage received by the Contractor, or any of the Contractor Related Parties, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest; and
- 1.11.3 the Authority considers that the entering into of a specific Compliance Agreement in addition to the COI Management Process is not sufficient to manage any potential or actual conflict of interest;

then the Contractor or the Authority may, by written notice to the other Party, propose a meeting between the Parties within five (5) Business Days (unless otherwise agreed by the Parties) of the date of such notice to discuss what changes could be made to the COI Management Process to satisfy the Authority (acting in its sole discretion) that the Contractor, and the Contractor Related Parties, will not receive an unfair advantage in relation to such Conflicting Project and that the COI Management Process will otherwise be sufficient to manage any potential or actual conflict of interest.

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- 1.12 The Contractor shall (and shall procure that the Aurora Partner Sub-Contractors shall) comply with any agreed amended COI Management Process.
- 1.13 Where:

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- 1.13.1 in accordance with Paragraph 1.7.3, the Authority considers that the COI Management Process (whether in its current form or in an amended form) or a separate Compliance Agreement is not able to remove or manage an unfair advantage received by the Contractor, or any of the Contractor Related Parties, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest; or
- 1.13.2 the Contractor will not or cannot agree the changes to the COI Management Process required by the Authority in accordance with Paragraph 1.11 so as to remove or manage any unfair advantage received by the Contractor, or any of the Contractor Related Parties, in relation to such Conflicting Project or otherwise ensure that the COI Management Process will be sufficient to manage any potential or actual conflict of interest,

then (without prejudice to any other remedies available pursuant to this Agreement or at law), the Authority shall be entitled, by notice in writing to the Contractor, to:

- 1.13.3 require that the Contractor do any one or more of the following:
- (A) remove and replace any of the Conflicted Persons. For Engaged Personnel this shall be managed in accordance with Paragraph 2.3 of Schedule I (*Management and Liability for Engaged Personnel*);
 - (B) not tender or re-tender, and will inform the relevant Contractor Related Party of the Authority's decision that it shall not tender or re-tender, for that Conflicting Project; and
 - (C) (where relevant) as soon as reasonably possible (and in any event within ten (10) Business Days (unless otherwise agreed by the Parties) of the date of the written notice):
 - (1) withdraw from tendering or re-tendering for that Conflicting Project or inform the relevant Contractor Related Party of the Authority's decision that it shall withdraw from tendering or re-tendering for that Conflicting Project; or
 - (2) terminate or withdraw from the relevant Authority Contract or inform the relevant Contractor Related Party of the Authority's decision that it shall terminate or withdraw from the relevant Authority Contract, subject to the terms of the relevant Authority Contract; or
- 1.14 The Authority's decision as to whether or not to require any remedy or remedies under Paragraph 1.13 shall be taken at the Authority's sole discretion. No compensation shall be payable by the Authority to the Contractor or any of the Contractor Related Parties as a consequence of any remedy or remedies that the Authority may require under Paragraph 1.13 (save that the Authority shall make payment for any service correctly rendered under a Authority Contract up to the date on which a notice was given under Paragraph 1.13.3(C) (2)).
- 1.15 The remedy or remedies under Paragraph 1.13 shall only apply to Conflicting Projects disclosed in accordance with Paragraph 1.4 if and to the extent that there is a change in circumstances or information not previously disclosed to the Authority that is (or, if known by the Contractor, should be or have been) notified to the Authority in accordance with Paragraph 1.6.2.

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2. GENERAL RESTRICTIONS APPLYING TO CONFLICTED PERSONNEL

- 2.1 The Contractor shall ensure that all Contractor Related Parties use Authority Commercially Sensitive Information solely for the performance of the Services and in accordance with the terms set out in this Agreement. In particular, the Contractor shall ensure that the Contractor Related Parties do not disclose, or allow access to any Authority Commercially Sensitive Information, not in the public domain, except to the extent required by this Agreement or Applicable Law.
- 2.2 The Contractor shall ensure that the Contractor Related Parties do not receive any information not in the public domain from any of the Conflicted Persons, except to the extent required for the performance of the Contractor's obligations under the COI Management Process.
- 2.3 The Contractor shall ensure that the following restrictions are fully implemented and applied to the Conflicted Persons:
- 2.3.1 none of the Conflicted Persons shall be involved during the term of their engagement under an Approved Tasking Order in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project;
- 2.3.2 none of the Conflicted Persons shall be involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project for the period applicable to their level or role as set out in Paragraph 1 (Applicable Post Engagement Duration) of Appendix 1 (Business Appointments) to this OG (COI Compliance Regime) from their ceasing to be engaged under this Agreement, unless agreed otherwise by the Authority in its sole discretion. The Authority may take into account the factors set out in Paragraph 2 (Factors impacting Business Appointments) of Appendix 1 (Business Appointments) to this OG (COI Compliance Regime) in considering whether to permit a shorter period to that set out in Paragraph 1 (Applicable Post Engagement Duration) of Appendix 1 (Business Appointments) to this Schedule G (COI Compliance Regime);
- 2.3.3 each Conflicted Person is aware of and observes the obligations of the Contractor under this Agreement (including the COI Management Process).
- 2.4 The Contractor shall:
- 2.4.1 procure that all Engaged Personnel comply with obligations in substantially the form set out in Paragraph 3 of Appendix 1 (Letter of Placement) to Schedule I (Liability for Engaged Personnel), whether or not they have entered into a Letter of Placement;

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- 2.4.2 where any Engaged Personnel identifies to the Contractor (directly or through that person's employer) that he or she considers that his or her work for the Authority could give rise to an actual or potential conflict of interest between his or her duties for the Authority and for the Contractor (directly or through that person's employer) or any company in which he or she holds any office or employment, the Contractor shall immediately bring this to the attention of the Authority and instruct the person to withdraw from any further discussion or work relating to the project at issue or this Agreement until the Authority has made a determination under Paragraph 2.5; and
- 2.4.3 where any Engaged Personnel identifies to the Contractor (directly or through that person's employer) that he or she considers that his or her private investment raises a question of a possible conflict with his or her engagement in relation to the Services, the Contractor will immediately bring this to the attention of the Authority and Paragraph 2.6 shall apply.
- 2.5 Where the Contractor gives notice to the Authority under Paragraph 2.4.2, the Authority shall be entitled, having regard to the COI Management Process and the Contractor's obligations under this Agreement, to require the Contractor to remove or replace such Engaged Personnel from either or both of the Conflicting Project and this Agreement with immediate effect.
- 2.6 Where the Contractor gives notice to the Authority under Paragraph 2.4.3, the Authority shall, having regard to the COI Management Process and the Contractor's obligations under this Agreement, be entitled to request that the Contractor requests that such Engaged Personnel does not deal with the relevant private investment or the Authority shall be entitled to require the Contractor to remove or replace such Engaged Personnel from this Agreement in accordance with Paragraph 2.3 of Schedule I (*Liability for Engaged Personnel*).
- 2.7 Where there is a change in the role of any Engaged Personnel and such change causes a personal conflict of interest to arise, the Contractor shall procure that such Engaged Personnel promptly notifies the Contractor (directly or through that person's employer) and the Contractor shall promptly notify the Authority of such change and provide details of the personal conflict of interest. The Authority shall, having regard to the COI Management Process and the Contractor's obligations under this Contract, be entitled to require the Contractor to remove or replace such Engaged Personnel from either or both of the Conflicting Project and this Agreement with immediate effect.
3. **INFORMATION BARRIER**
- 3.1 In relation to a Conflicting Project, the Contractor shall ensure, in accordance with this Paragraph 3 (*Information Barrier*), that the Conflicted Persons are separated from, and that an effective information barrier is put in place with all Contractor Related Parties who are not Conflicted Persons for the performance of the Services.
- 3.2 In relation to a Conflicting Project, the Contractor shall ensure that the Conflicted Persons take all decisions in connection with the Services completely independently from the Contractor and Contractor Related Parties who are not designated as Conflicted Persons in relation to the Services.
- 3.3 Nothing in this Schedule G (COI Compliance Regime) shall prevent the Contractor from following its corporate governance arrangements required to review and approve its involvement in any aspect of the Services, or where Conflicted Persons require contact with Contractor Related Parties for reasons relating to them as individuals, such as periodic performance reviews, provided that such arrangements do not require disclosure of

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Commercially Confidential Information (or any information in relation to a Conflicting Project) to any person that would give rise to an unfair advantage to the Contractor or any of the Contractor Related Parties in relation to any Conflicting Project and do not otherwise give rise to any potential or actual conflict of interest (other than a conflict that the Authority has confirmed in writing that the COI Management Process or where relevant a Compliance Agreement is sufficient to manage).

3.4 Not Used.

3.5 The information barrier referred to in Paragraph 3.1 shall include the following elements:

3.5.1 all Conflicted Persons shall be notified of the restrictions set out in Paragraph 2 (*General Restrictions Applying to Conflicted Personnel*) and this Paragraph 3 (*Information Barrier*);

3.5.2 all contact between the Conflicted Persons and the Contractor or Contractor Related Parties in relation to the Conflicting Project shall be fully recorded in a standard and computable format;

3.5.3 (save to the extent that Conflicted Persons use the Authority's equipment and systems), secure and separate electronic workspaces for the production, storage and filing of all electronic documents and communications that are sent, received or generated (or otherwise worked on) by Conflicted Persons in connection with a Conflicting Project shall be established which are not accessible by Contractor Related Parties (other than individuals whose access to the Confidential Information does not create a conflict of interest, such as supporting functions);

3.5.4 (save to the extent that Conflicted Persons use the Authority's storage and filing space), a secure and separate storage and filing space for all hard copy documents and communications that are sent, received or generated (or otherwise worked on) by Conflicted Persons in connection with the Services shall be established which is not accessible by Contractor Related Parties (other than individuals whose access to the Confidential Information does not create a conflict of interest, such as supporting functions);

3.5.5 all documents and communications that are sent, received or generated (or otherwise worked on) by Conflicted Persons in connection with the Services shall be marked as "confidential and subject to an information barrier" if there is any risk that they may be accessed by any Contractor Related Party who is not a Conflicted Person;

3.5.6 all electronic documents that are sent, received or generated (or otherwise worked on) by Conflicted Persons in connection with the Services and contain Authority Commercially Sensitive Information shall be encrypted and password protected (and marked as "confidential and subject to an information barrier") if there is any risk that they may be accessed by any Contractor Related Party who is not a Conflicted Person; and

3.5.7 all Conflicted Persons shall be notified that any breach by them of the COI Management Process could lead to the imposition of disciplinary sanctions by the Contractor or their employer.

3.6 If required by the Authority, the Contractor shall ensure that arrangements are in place in relation to any Conflicting Project that are equivalent to those required by this Paragraph 3 (*mutatis mutandis*).

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4. MONITORING AND COMPLIANCE

- 4.1 The Contractor shall be proactive in monitoring the performance of its obligations under Paragraph 1 and the COI Management Process and shall raise any concerns with the Authority immediately. In particular, the Contractor shall notify the Authority in the event of any breach of Paragraph 1 or the COI Management Process as soon as possible after becoming aware of such breach.
- 4.2 At all times (and without prejudice to the generality of Paragraph 4.1 above) the Contractor shall designate one of their number (and shall notify the Authority in writing of such designation) to monitor and ensure compliance with the COI Management Process; and
- 4.3 The Contractor shall demonstrate its compliance with its obligations in Paragraph 1 and the COI Management Process whenever requested by the Authority and in such manner as is reasonably requested by the Authority having regard to Part V (*Contract Management*) of this Agreement and the governance arrangements in Schedule B (*Contractor Governance and Management*) and Schedule C (*Governance and Contract Management*).
- 4.4 The Authority (or a representative nominated by the Authority) shall have the right to audit the Contractor's compliance with its obligations under Paragraph 1 and the COI Management Process and the Contractor shall provide all reasonable access and assistance to enable the Authority (or its nominated representative) to do so.

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APPENDIX 1

BUSINESS APPOINTMENTS

1. APPLICABLE POST ENGAGEMENT DURATION

Conflicted Person level / role	Duration after ceasing to be engaged for which the relevant Conflicted Person shall not be involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project
Level 1	N/A
Level 2	3 months
Level 3	6 months
Level 4	9 months
Level 5	9 months
SLG	9 months
CDT (not SRO)	6 months
SRO	12 months
Any Conflicted Person who does not fit within the above categories	To be agreed with the ADT Commercial Lead, taking into consideration the factors set out in Paragraph 2 (<i>Factors impacting Business Appointments</i>) to this Appendix 1 (<i>Business Appointments</i>) of 0G (<i>COI Compliance Regime</i>)

2. FACTORS IMPACTING BUSINESS APPOINTMENTS

2.1 If the Conflicted Person:

- 2.1.1 has been involved in developing policy affecting their new employer, or have had access to unannounced Government policy or other privileged information affecting their new employer, at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.2 has been responsible for regulatory or any other decisions affecting their new employer, at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.3 has had any official dealings with their new employer at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.4 has had official dealings of a continued or repeated nature with their new employer at any time during the term of their engagement under this Agreement;
- 2.1.5 has had access to commercially sensitive information of competitors of their new employer in the course of their engagement under this Agreement;
- 2.1.6 will be involved in making representations to, or lobbying the Government on behalf of their new employer; or
- 2.1.7 will be undertaking consultancy work, either self-employed or as a member of a firm, and the Conflicted Person has had official dealings with outside bodies or organisations in the last two (2) years of the term of their engagement under this Agreement that are involved in their proposed area of consultancy work.