



Supplier Conflict of Interest Policy

(External Document)

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1 Introduction

- 1.1. Bureau Expo 2020 Dubai and its subsidiary or affiliate companies (hereafter referred collectively as “Expo”) have been established for the purposes of planning and organizing Expo 2020 Dubai. Expo requires its Suppliers to abide by Expo’s Supplier Code of Conduct, and observe the highest standards of business and personal ethics in the conduct of their duties and responsibilities when potential Conflict of Interests arise
- 1.2. This policy outlines Expo’s principles on Supplier Conflict of Interest and offers guidance to assist Suppliers so as to avoid allegations of an actual or perceived Conflict of Interest
- 1.3. Any exceptions to the policies outlined in this document must be approved by the Head of Governance, the Head of Procurement, the VP Contracts and the CFO of Expo

2 Definitions

- 2.1. **Appeal** – A request, reinforced by relevant supporting documents and justifications, made by a Supplier to convince Expo of its position on the actual or perceived Conflict of Interest situation
- 2.2. **Supplier** – a Supplier is defined as someone who is currently providing or could potentially provide Expo 2020 with required materials or goods or services
- 2.3. **Supplier Conflict of Interest (“Conflict”)** - A Supplier Conflict of Interest is a situation that has the potential to undermine the impartiality of a Supplier because of the clash between the Supplier’s self-interest, and the competitive tendering process conducted at Expo 2020; OR a situation in which the Supplier’s responsibility to a Third Party limits its ability to discharge its contractual obligations to Expo
- 2.4. **Third Party** – In the context of this policy, a Third Party is any organization which has signed a contract or agreement with Expo, or with a current or potential Expo Supplier; OR any organization which is involved in the development of the Expo 2020 site

3 Policy Overview and Scope

- 3.1. The Expo policy on Supplier Conflict of Interest is applicable to all Expo 2020 Suppliers
- 3.2. The presence of a Conflict of Interest has the potential of impairing a Supplier’s ability to exercise independent judgment, resulting in Expo’s best interests being compromised. Expo is subject to scrutiny from organizations and individuals globally and all Suppliers and individuals involved in the delivery or operations of Expo, must strive to avoid even the appearance of impropriety
- 3.3. As such, with consideration to all Suppliers’ responsibility to the business interest of Expo, all Suppliers of Expo are expected to declare any Conflict of Interest, perceived or actual to Expo as soon as it comes to their attention. In addition, all Suppliers of Expo shall consent to abide by Expo’s policy pertaining to Supplier Conflict of Interest at the time of responding to RFPs/ RFQs issued by Expo and also when they sign the standard Terms and Conditions included in all Supplier contracts

4 Supplier Responsibilities

- 4.1. Expo expects Suppliers to avoid situations where their existing or potential business relationships may appear to compromise their responsibilities or ability to make sound, impartial and objective business decisions in connection with their contractual commitments to Expo
- 4.2. As the situations in which a Conflict of Interest may arise are varied, it is the responsibility of the Supplier to contact the relevant Employer's Representative, or the Expo Head of Procurement (via email) if the Supplier is in a position where it has an actual or perceived Conflict of Interest
- 4.3. Suppliers must disclose any actual or perceived Conflict of Interest to the Expo Head of Procurement (via email) when it is invited to bid to provide a material, good or service to Expo. In the event that the Conflict of Interest is deemed unavoidable by Expo, the Supplier shall withdraw from the bidding process. This will not have any impact on the Supplier's ability to do business with Expo in the future
- 4.4. By signing a contract with Expo, a Supplier guarantees that:
 - a. The Supplier has no Conflict of Interest which would prevent it from acting in the best interest of Expo and that such a situation will not exist during the term of the Contract;
 - b. The Supplier has not entered into any contract or agreement, or executed any documentation whatsoever, that will in any way prevent it from (1) giving Expo the exclusive benefit of services under the contract; (2) disclosing and assigning ideas, trade secrets and other Intellectual Property; or (3) performing any provision of the contract with Expo;
 - c. The Supplier will not enter into any contract or agreement, or execute any document, which will create a Conflict of Interest or which will prevent it from freely performing any provision of the contract signed with Expo; and
 - d. The Supplier will not knowingly incorporate confidential information of any person or entity not a Party to the contract into any services or deliverables furnished to Expo without prior written approval of Expo
- 4.5. If a Supplier has any doubt as to whether a Conflict of Interest exists, it must disclose the same to the Employer's Representative/ Head of Procurement and the internal Conflict of Interest resolution process shall be commenced to resolve or manage the Conflict

5 Expo Conflict Resolution and Management Policies

- 5.1. Expo shall not enter into a contract with any Supplier that has an actual or perceived Conflict of Interest by providing specific goods or services to Expo. Expo shall further resolve or manage any potential Conflict which may arise should the Supplier bid to provide goods or services to a Third Party while fulfilling contractual obligations to Expo
- 5.2. Supplier Conflicts of Interest may come to the attention of Expo or the Supplier at several instances (both before and after a Contract is signed with the Supplier). Below is a non-exhaustive list of potential instances in which a Supplier Conflict of Interest may arise and Expo's response to these scenarios:

- 5.2.1 A potential Supplier Conflict of Interest may be exposed when a Supplier is shortlisted to provide goods or services to Expo. In this circumstance, Expo will resolve or manage the Conflict of Interest at the EOI stage of the procurement process – if the Conflict of Interest cannot be resolved, and it is determined that a Conflict of Interest exists, the EOI will not be shared with the relevant Supplier
- 5.2.2 If the Conflict of Interest only comes to the attention of Expo at the tender evaluation stage of the procurement process, the Conflict of Interest will be managed or resolved by Expo as appropriate before the Supplier’s bid is evaluated. Suppliers who are deemed to have a Conflict will be asked to withdraw from the specific tender. This will not have any impact on the Supplier’s ability to do business with Expo in the future
- 5.2.3 Suppliers who believe that they may have an actual or perceived Conflict of Interest are required to declare the same to Expo at the time of receipt of the RFQ/ RFP/ ITT documents. If a Conflict query is received by Expo before a proposal/ bid is submitted, Expo shall resolve or manage the Conflict of Interest before the Supplier’s bid is evaluated. Suppliers who are deemed to have a Conflict of Interest will be asked to withdraw from the specific tender. This will not have any impact on the Supplier’s ability to do business with Expo in the future
- 5.2.4 A Supplier Conflict of Interest scenario may also arise when a Supplier is requested to bid to provide a good or service to an Expo Third Party while the Supplier is fulfilling its contractual obligations to Expo. In the event that the provision of the goods or services may result in an actual or perceived Conflict of Interest situation, the Supplier is required to declare the Conflict of Interest to Expo and not accept official confirmation of award from the Third Party until the Conflict of Interest is resolved or managed by Expo. In the event that Expo determines that a Conflict of Interest exists, Suppliers are obligated to withdraw from the bidding process with the Third Party

6 Supplier Appeals

- 6.1. Suppliers may appeal Expo’s Conflict decision within 3 working days of receiving the decision. Appeals made by the Supplier must include details, including supporting documents, justifying the Supplier’s position
- 6.2. Any decisions communicated by Expo to the Supplier after an Appeal are final, and may not be contested by the Supplier

7 Non Compliance

- 7.1. If a Supplier is found to be in non-compliance with this document, it may be subject to termination of services and blacklisting