



**Civil Engineering and Development Department
Technical Circular No. 07/2022**

Procurement and Administration of Environmental Consultants for Works Contracts

Introduction

This technical circular (TC) sets out guidelines and procedures for procurement and administration of environmental consultants, comprising the Environmental Team (ET) and Independent Environmental Checker (IEC), who carry out Environmental Monitoring and Auditing (EM&A) activities for works contracts of the Civil Engineering and Development Department (CEDDD).

Effective Date

2. This TC takes immediate effect on all new consultancies for employment of ET or IEC (thereafter referred to as environmental consultancies).

Effect on Existing Circular

3. This TC supersedes CEDD TC No. 02/2015 which is hereby cancelled. The revisions are mainly to introduce the List of Consultants (the List) with different Service Categories maintained by the Engineering and Associated Consultants Selection Board (EACSB) for consultancy invitation pursuant to the requirements set out in the Guidelines for the New EACSB Policy (latest revision dated October 2020) (the Guidelines). The revisions clarify the invitation procedures for environmental consultancies with value exceeding and not exceeding the Quotation Limit as stipulated in the Stores and Procurement Regulations (SPR) 220(a).

Background

4. To comply with the conditions of Environmental Permits issued under the Environmental Impact Assessment Ordinance (Cap. 499) governing designated projects, CEDD either directly engages, or requires its engineering consultants or contractors to engage, environmental consultants serving as ETs or IECs to carry out environmental monitoring tasks and to conduct audits to monitor the contractors' compliance with

environmental requirements under works contracts. While ETs are responsible for carrying out the actual environmental monitoring tasks and environmental compliance audits, IECs are responsible for scrutinizing and approving the works of the ETs.

5. Procurement of environmental consultants can be carried out by various means. ETs can be procured directly by CEDD, or procured through its contractors or engineering consultants while IECs can be procured directly by CEDD or through its engineering consultants, subject to compliance of specific requirements in ensuring their independency as stated in paragraph 4.15.2 of the EACSB Handbook.

6. For the purpose of this TC, “minor consultancies” refer to those consultancies procured directly by CEDD with a value not exceeding the Quotation Limit stipulated in SPR 220(a).

(A) **Procurement of Environmental Consultants**

Declaration of Conflict of Interest

7. The duty of ET is to monitor the environmental performance of the contractor and to require the contractor to take remedial actions to rectify any non-compliance identified. In general, it is preferable for CEDD to directly engage ETs or to require the engineering consultants to engage ETs rather than to require the contractors to engage ETs. In situations where the project office considered it justified to allow the contractor to engage the ET, justifications supporting this engagement approach shall be properly documented and be approved by an officer of D1 rank or above of the project office. The IEC shall then be reminded to closely monitor the work of the ET.

8. In order to ensure the independency of IEC’s monitoring role, IECs should either be engaged by CEDD directly or through the engineering consultants.

9. As a matter of principle, project offices shall ensure that the consultants selected to take up an environmental consultancy shall be required to declare in writing any actual or potential conflict of interest with the contractor, the ET or the IEC, depending on the case as appropriate, before such environmental consultancy is awarded.

10. Under usual situations (other than situations mentioned in paragraph 11), the project office shall engage or require its engineering consultant or contractor to engage the ET and IEC **after** the award of the works contract when the identity of the contractor is known. Should the IEC be subsequently engaged after the appointment of the ET, the selected IEC shall be required to declare any actual or potential conflict of interest with the contractor and the ET before award of the environmental consultancy to the IEC. On the other hand, in case the ET is engaged after the appointment of the IEC, the selected ET shall be required to declare any actual or potential conflict of interest with the contractor and the IEC before award of the environmental consultancy to the ET.

11. Under occasional situations, some projects require that the ET and the IEC shall be in place before commencement of the works contracts so that they can handle specific pre-

works contract environmental tasks (e.g. ecological baseline monitoring, submission on habitat creation and management plan) as required by the conditions of the Environmental Permits. Under these occasional situations, the ET and IEC can be procured by CEDD directly or through the engineering consultants **before** the award of the works contract.

12. For situation mentioned in paragraph 11, the project office or the engineering consultants can either (i) carry out separate procurement for environmental consultants undertaking pre-works contract tasks and works contract tasks respectively or (ii) procure a single environmental consultant for carrying out both pre-works contract tasks and works contract tasks. If procurement approach (ii) is adopted, the environmental consultant responsible for carrying out the pre-works contract tasks shall be required to declare actual or potential conflict of interest with the contractor, which is selected at a later stage, immediately after the identity of the contractor is known. For procurement approach (ii), there is a possibility that the engaged environmental consultant is found to be in conflict of interest with the contractor selected at a later stage. Therefore, to cater for such scenario, the project office or the engineering consultants shall ensure that a two-stage approach for the environmental tasks is adopted by incorporating the following provisions in the conditions of the concerned environmental consultancy:

- (a) The services required under the environmental consultancy are divided into two stages: pre-works contract tasks and works contract tasks;
- (b) The environmental consultant is only required to carry out the works contract tasks upon receiving an instruction from CEDD or the engineering consultant; and
- (c) In the event that works contract tasks are not instructed due to conflict of interest issue, the payment related to the works contract tasks will not be made to the environmental consultant and no compensation will be paid to the environmental consultant.

13. If any conflict of interest is declared by a selected environmental consultant, the project office or the engineering consultants could, depending on the nature and severity of the conflict, opt to avoid engaging it or still engage it as the environmental consultant but impose suitable management measures on the administration of the environmental consultancy (such as close monitoring of the performance of the environmental consultant, requiring a consultant's employee with conflict of interest to abstain from further involvement in the services under the environmental consultancy, etc.) to safeguard the risk of favouritism to the contractor or the ET.

Preparation of Invitation List

14. According to Sections 2.1.4 and 2.3.2 of the Guidelines, EACSB maintains the List for undertaking engineering and associated consultancy services. The List comprises different Service Categories, each divided into different Groups. For environmental consultancies, the relevant Service Category is "Environmental (EP)". It can be accessed at the link below:

<https://www.cedd.gov.hk/eng/publications/eacsb-handbook/index.html>

15. For environmental consultancies with a value exceeding the Quotation Limit stipulated in SPR 220(a), the Project Office shall send the invitation for Expression of Interest (EOI) or direct invitation for technical and fee proposals (if EOI submission is not required) to all the listed consultants in the appropriate Group(s) under the EP Service Category. The Project Office should observe the requirements stipulated in the Guidelines, the relevant SPRs, handbooks, circulars etc. when inviting submissions.

16. For environmental consultancies with a value not exceeding the Quotation Limit stipulated in SPR 220(a), the project office shall prepare a list of consultants to be invited for submission of quotations based on the listed consultants in the appropriate Group(s) under the EP Service Category of the List. The invitation list, together with justifications supporting how the list is drawn up, shall be vetted by a government officer at Senior Professional level and approved by a government officer at Chief Professional level. Officers who vet or approve the invitation list may add additional bidders to the invitation list when considered necessary. The Project Office should observe the requirements stipulated in the Guidelines, the relevant SPRs, handbooks, circulars etc. regarding the selection procedures such as minimum number of tenderers to be invited, when inviting submissions.

Anti-bribery Clause

17. For environmental consultancies which are minor consultancies, the project office shall include in the invitation documents an anti-bribery clause at **Appendix A**, to prohibit the bidders or their employees, agents and sub-consultants from offering any advantages to CEDD's staff during the quotation invitation exercise.

Probity Requirements

18. For environmental consultancies with a value exceeding the Quotation Limit stipulated in SPR 220(a), it is a standing practice to specify probity requirements (i.e. prevention of bribery, confidentiality and conflict of interest) in the conditions of consultancy agreements according to ETWB TC(W) No. 3/2004A and ETWB TC(W) No. 18/2005.

19. For environmental consultancies which are minor consultancies, project office shall include the standard clauses on probity requirements at **Appendix B** in the conditions of the environmental consultancies.

(B) Environmental Monitoring

20. One of the duties of the IEC is to scrutinize the environmental monitoring tasks performed by the ET according to the EM&A Manual. These environmental monitoring tasks include baseline monitoring before construction for the environmental parameters including water, noise, air and endangered species, and impact monitoring for these parameters during construction. In order to enhance the supervising role of the IEC, the project office shall require the IEC to conduct surprise site checks on selected aspects of the environmental monitoring programme at least once half yearly to ensure that the ET's services comply with the requirements and procedures (e.g. monitoring location, frequency, equipment) as specified in the EM&A Manual. The project office shall ensure that the records of these surprise site

checks conducted by the IEC are properly documented.

(C) Environmental Audits

21. To monitor compliance with the specified environmental requirements by the contractor, the ET together with other auditors such as the Engineer's Representative¹ and the IEC shall conduct regular environmental audits based on a checklist which is drawn up by the ET and agreed by the IEC. The project office shall specify the minimum requirements on the scope of the environmental audit for the ET to draw up the checklist.

22. In case non-compliances of environmental requirements are identified during the environmental audits but have been subsequently rectified by the contractor, the ET shall take photographs to record the rectification measures implemented where appropriate. The project office shall monitor the ET's compliance in this aspect by regular supervisory checks.

(D) Payment to Environmental Consultants

23. For environmental consultancies with a value exceeding the Quotation Limit stipulated in SPR 220(a), it is a standing practice for CEDD to pay the environmental consultants within 28 days after receipt of the consultants' invoice by CEDD according to the standard General Conditions of Employment. The project office shall ensure that the same time limit for payment is also specified for environmental consultancies which are minor consultancies.

(E) Evaluation of Performance

24. For environmental consultancies of value exceeding the Quotation Limit set out in SPR 220(a), it is an established practice for the project office to evaluate the performance of environmental consultants in accordance with the procedures set out in DEVB TC(W) No. 3/2016. Guidelines on imposition of regulating actions on consultants are also given in the same TC(W).

25. For environmental consultancies which are minor consultancies, the procedures for managing the consultants' performance reports are stipulated in CEDD TC No. 04/2020. The project office shall make reference to the guidelines stipulated in DEVB TC(W) No. 3/2016 and DEVB's memo ref (02VPB-01-14) in DEVB(PS) 106/43 dated 12.1.2017 in respect of taking any regulating actions on the environmental consultants falling within this category.

¹ The term "Engineer Representative" also refers to the Supervising Officer's Representative (as used in Design and Build contract) and the Supervisor (as used in NEC contract).

Enquiries

26. Enquiries about this TC should be addressed to the Senior Engineer/Contract Adviser 2, CEDD Headquarters.

References

- (a) Stores and Procurement Regulations (SPR) 220(a)
- (b) Engineering and Associated Consultants Selection Board (EACSB) Handbook
- (c) ETWB TC(W) No. 3/2004A - Ethical Commitment by Consultants and Contractors
- (d) ETWB TC(W) No. 18/2005 - Consultancy Agreements – Conflict of Interest and Debarring
- (e) DEVB TC(W) No 3/2016 - Management of Consultants' Performance
- (f) DEVB TC(W) No. 5/2018 - New Policy on Selection, Appointment and Management of Consultants under the Purview of the Engineering and Associated Consultants Selection Board
- (g) DEVB's memo ref. (02VPB-01-14) in DEVB(PS) 106/43 dated 12.1.2017
- (h) DEVB's memo ref () in DEVB (PS) 106/43 dated 5.10.2020
- (i) CEDD TC No. 04/2020 - Consultants Review Committee

(Signed)

(Michael H S FONG)
Director of Civil Engineering and Development

Anti-bribery Clause in Quotation Documents for Engagement of Environmental Consultants

Anti-bribery

You shall not, and shall procure that your employees, agents and sub-consultants shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance, Cap. 201 in connection with the invitation of quotation and execution of this Agreement. Failure to so procure or any act of offering, soliciting or accepting advantage referred to above committed by you or by your employee, agent or sub-consultant shall, without affecting your liability for such failure and act, result in your quotation being invalidated.

Standard Clauses on Probity Requirements for Use in Environmental Consultancies which are Minor Consultancies

Clause No.	Marginal heading	Clause Description
1	Confidentiality	<p>(A) Except as necessary for the performance of the Services the Consultants shall not (except with the prior written consent or as instructed by the Employer disclose the terms and conditions of this Agreement or any report, document, specification, drawing, plan, software, data or other particulars furnished by or on behalf of the Employer in connection therewith, or any such or similar information generated or produced by the Consultants pursuant to this Agreement, to any person other than a person employed or engaged by the Consultants in carrying out this Assignment, an agent of the Consultants, any approved sub-consultant or the Consultants' accountants, insurers and legal advisers.</p> <p>(B) Any disclosure to any person, agent, sub-consultant, accountant, insurer, legal adviser permitted under sub-clause (A) of this clause shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purposes of this Agreement.</p> <p>(C) The Consultants shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that their directors, employees, agents, sub-consultants, accountants, insurers and legal advisers as mentioned in sub-clause (A) are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Agreement. If required by the Employer, the Consultants undertake to procure for and on behalf of the Employer a confidentiality agreement in a form to be prescribed by the Employer from any director, employee, agent, sub-consultant, accountant, insurer and legal adviser to whom any confidential information is to be disclosed.</p> <p>(D) The Consultants shall not without the prior written consent of the Employer publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or through any electronic medium, any article, photograph or illustration relating to this Agreement.</p> <p>(E) In relation to disputes between the Employer and the Consultants, the Employer may subject to the following provisions disclose the outline of any dispute and the terms of settlement for which a settlement agreement has been reached with the Consultants or the outcome of the arbitration or any</p>

Clause No.	Marginal heading	Clause Description
		<p>other means of resolution of dispute to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Employer shall inform the Consultants. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute without the written consent of the Consultants but such consent shall not be unreasonably withheld. The Consultants shall be deemed to have given their consent to disclosures on the expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute. The Consultants may, if they consider necessary to protect the sensitive nature of certain information relating to them, request the Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate grounds to accede to the Consultants' request, the Employer shall convey the request to the said Committee for its consideration.</p> <p>(F) The Consultants shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach by the Consultants or their directors, employees, agents, sub-consultants, accountants, insurers or legal advisers of this clause.</p> <p>(G) The provision of this clause shall survive the termination of this Agreement (however occasioned) and shall continue in full force and effect notwithstanding such termination.</p>
2	Prevention of bribery	<p>The Consultants shall prohibit their directors, employees, agents and sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201. The Consultants shall also caution their directors, employees, agents and sub-consultants against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Assignment. The Consultants shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure</p>

Clause No.	Marginal heading	Clause Description
		that their directors, employees, agents and sub-consultants are aware of the aforesaid prohibition and will not solicit or accept any advantages, excessive hospitality etc when conducting business in connection with this Agreement.
3	Declaration of ethical commitment	The Consultants shall submit a signed declaration in a form prescribed in Annex XX (with only such amendments thereto as may previously have been agreed in writing by the Employer) to confirm compliance with the provisions on confidentiality and ethical commitment as stated in [Clauses 1 and 2 above]* when demand is made for payment under this Agreement at a frequency, which shall not be more frequent than once per month, as specified by the Employer. If the Consultants fail to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultants shall not be entitled to interest in that period.
4	Acknowledgement of being notified of the ethical requirements	The Consultants acknowledge that they have been reminded that dishonesty, theft and corruption on their part or those of their directors, employees, agents or sub-consultants who are involved in this Agreement may lead to prosecution under, without limitation, section 9 of the Prevention and Bribery Ordinance, Cap 201; section 17, section 18D or section 19 of the Theft Ordinance, Cap 210 and section 161 of the Crimes Ordinance, Cap 200. These offences commonly carry upon conviction terms of imprisonment.
5	Conflict of Interest and Debarring	(A) On appointment and during the term of this Agreement and for []# months thereafter, the Consultants must declare any interest if it is considered to be in actual, apparent, potential or perceived conflict with the Services, including any interest or association the Consultants, their associated companies, their associates or associated persons or any of their sub-consultants may have with the contractor, specialist contractors or sub-contractors, or the [Environmental Team/Independent Environmental Checker]^ of/for Contract No. []@. The Consultants shall during the term of this Agreement and for []# months thereafter forthwith notify the Employer in writing and keep the the Employer notified of all or any facts which may reasonably be considered to give rise to a situation where the financial or other interest of the Consultants, their associated companies, their associates or associated persons or any of their sub-consultants, conflict or compete, or may conflict or compete,

Clause No.	Marginal heading	Clause Description
		<p>with the Consultants’ duties to the Employer under this Agreement.</p> <p>For purpose of this Clause, the “term of this Agreement” shall mean the period from appointment of the Consultants until completion of the Agreement, i.e. upon issue of the letter of completion of Agreement by the Employer.</p> <p>(B) The Consultants shall not, and shall ensure that any of their associated companies, their associates or associated persons or any of their sub-consultants shall not, during the term of this Agreement and for []# months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of any third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Employer which approval shall not be unreasonably withheld.</p> <p>(C) The Consultants shall require their directors, employees, agents and sub-consultants who are involved in this Agreement to declare in writing to the Consultants and keep the Consultants informed regularly of any actual, apparent, potential or perceived conflict between their personal/ financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with the Consultants’ duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, the Consultants shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed.</p> <p>(D) The Consultants shall prohibit their directors and employees who are involved in this Agreement from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement. The Consultants shall require their agents and sub-consultants to impose similar restriction on their directors and employees by way of a contractual provision.</p> <p>(E) The Consultants shall take all necessary measures</p>

Clause No.	Marginal heading	Clause Description
		<p>(including by way of contractual provisions where appropriate) to ensure that their directors, employees, agents and sub-consultants who are involved in this Agreement are aware of the provisions under the aforesaid sub-clauses (B) to (D). Where the Consultants have obtained the written approval of the Employer to appoint sub-consultants to undertake any part of the Services, the Consultants shall take all necessary steps to procure and ensure that the same covenants as in this Clause, mutatis mutandis, are imposed on the sub-consultants and shall take all necessary steps to enforce such covenants.</p> <p>(F) For the purpose of the above sub-clauses,</p> <p>“associated company” or “associated companies” in relation to the Consultants means</p> <p>any company which is the holding company or subsidiary company or sister company of the Consultants. A “sister company” means a company which belongs to the same holding company as the Consultants’.</p> <p>“associate” or “associates” in relation to the Consultants means</p> <p>(i) any partner of the Consultants; or</p> <p>(ii) any company one or more of whose directors is in common with one or more of the directors of the Consultants.</p> <p>“associated person” or “associated persons” in relation to the Consultant means</p> <p>(i) any person who has control, directly or indirectly, over the Consultants; or</p> <p>(ii) any person who is controlled, directly or indirectly, by the Consultants; or</p> <p>(iii) any person who is controlled by, or has control over, a person at (i) or (ii) above.</p> <p>“control” in relation to another person means holding office as a director or the power of a person to secure</p>

Clause No.	Marginal heading	Clause Description
		<p>(i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or</p> <p>(ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other persons;</p> <p>that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.</p> <p>“director” means any person occupying the position of director by whatever name called and without limitation a de facto or shadow director.</p> <p>(G) The Consultants shall submit a signed declaration in the form prescribed in Annex YY (with only such amendments thereto as may previously have been agreed in writing by the Employer) to confirm compliance with the provisions as stated in the above sub-clauses when demand is made for payment under this Agreement at a frequency, which shall not be more frequent than once per month, as specified by the Employer. If the Consultants fail to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultants shall not be entitled to interest in that period.</p>

General Note:

The above standard clauses on probity requirements are prepared by making reference to the terms and words adopted in the General Conditions of Employment of Engineering and Associated Consultants. Therefore, when the above standard clauses are incorporated into other sets of conditions of employment, consequential amendments may need to be made as appropriate, e.g. the numbering of sub-clauses; and the use of the terms “Consultants”, “Employer”, “Agreement”, “Assignment” and “Services” etc.

For the purpose of the above standard clauses, “Consultants” shall mean the environmental consultants procured as the Environmental Team or the Independent Environmental Checker. “Employer” shall mean CEDD.

Specific Notes:

- * Please revise as appropriate.
- # The duration of the restraint should be filled in by the procuring party taking into account the specific scope of the services involved and the legitimate interests that has to be protected.
- ^ Delete as appropriate.
- @ Insert the appropriate Contract No. for the main construction contract made between the Government and the Contractor for which the Environmental Team and/or Independent Environmental Checker is engaged.

Sample Declaration Form by Consultants
on their compliance with the ethical commitments requirements
(to be attached to the payment application submitted by the Consultants)

To: The Employer

Agreement No.:
Title:

In accordance with [Standard Clause 3 on probity requirements]:

(1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-consultants are aware of the following provisions:

- (a) Prohibiting our directors, employees, agents and sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Agreement;
- (b) Taking all measures as necessary to protect any confidential/ privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.

(2) We further confirm that we have ensured that our accountants, insurers and legal advisers are aware of the provisions requiring us taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.

(Name of the Consultants)
(Name of the Signatory)
(Position of the Signatory)
(Date)

[General Note: *(This note is not part of the declaration form. It is provided for guidance only.)*

This Appendix is prepared by making reference to the General Conditions of Employment of Engineering and Associated Consultants. Therefore, when other sets of conditions of employment are adopted, consequential amendments may need to be made as appropriate, e.g. the use of the terms “Consultants”, “Employer” and “Agreement” etc.]

Sample Declaration Form by Consultants
on their compliance with the conflict of interest avoidance
and debarring requirements

(to be attached to the payment application submitted by the Consultants)

To: The Employer

Agreement No.:

Title:

In accordance with [Standard Clause 5 on probity requirements], we confirm and declare that we have complied with the provisions stated therein. We further confirm and declare that we have taken action to ensure that our associated companies, associates or associated persons, sub-consultants, employees and agents are aware of the provisions therein stipulated including the following:

- (a) our associated companies, associates or associated persons or any of our sub-consultants shall not, during the term of this Agreement and for [] months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of Employer;
- (b) our directors, employees, agents and sub-consultants who are involved in the Agreement are required to declare in writing to us and keep us informed regularly any actual, apparent, or potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with our duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, we are under an obligation to forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed; and
- (c) our directors and employees who are involved in the Agreement are prohibited from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could create or potentially give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with the Agreement. Our agents and sub-consultants are required to impose similar restriction on their directors and employees by way of a contractual provision.

(Name of the Consultants)
(Name of the Signatory)
(Position of the Signatory)
(Date)

[General Note: *(This note is not part of the declaration form. It is provided for guidance only.)*

This Appendix is prepared by making reference to the General Conditions of Employment of Engineering and Associated Consultants. Therefore, when other sets of conditions of employment are adopted, consequential amendments may need to be made as appropriate, e.g. the use of the terms “Consultants”, “Employer”, “Agreement” and “Services” etc.]