

## ANNEX "D"

### CONFLICT OF INTEREST

1. The Contractor agrees, represents and warrants that:
  - a. Persons who are subject to the provisions of the Conflict of Interest Act (Canada), the *Conflict of Interest Code for Members of the House of Commons*, the *Code of Conduct for Canada Energy Regulator Employees*, or any other similar ethics or conflict of interest code applicable to Government of Canada personnel, cannot derive any direct benefit resulting from the Contract.
  - b. All Personnel of the Contractor can work on the development of the Contaminated Sites Risk Ranking Methodology and Accompanying Tool.
  - c. The Personnel of the Contractor who are utilizing the Contaminated Sites Risk Ranking Methodology and Accompanying Tool to determine the risk level and rank the approximately 130 contaminated sites or facilities reported to the CER and provided to the Contractor (the "Ranking Sites Personnel") pursuant to this Contract, shall work separate and apart from personnel of the Contractor that are working for another client on contaminated sites or facilities under CER jurisdiction (which may ultimately be subject to risk ranking pursuant to the Contaminated Sites Risk Ranking Methodology and Accompanying Tool).
  - d. The Work being prepared and produced by the Ranking Sites Personnel, including the ranking of the contaminated sites or facilities and determining the risk level of each of the contaminated sites or facilities, and any written documentation produced or oral conversations that take place related thereto, must at all times be kept confidential from the rest of the Personnel of the Contractor or any other persons.
  - e. If the Contractor is working on contaminated sites or facilities under CER jurisdiction for another client during the Term of this Contract, this work must be disclosed to the CER. The Contractor must disclose this to the CER by sending an email to Nafissa.Diop@cer-rec.gc.ca, with a Re: line of: *Conflict of Interest Disclosure, 84084-20-0092*.
  - f. To the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract, other than pursuant to and in compliance with Clauses c, d and e. In the event the Contractor becomes aware of any additional matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing in accordance with Clause e above.
2. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
3. The Parties' obligations, representations and warranties as set out in this Conflict of Interest Annex shall survive the expiry or termination of this Contract.