

Crossrail Limited**Principles for addressing potential conflicts of interest involving Framework Design Consultants (“FDC’s”)**

Ref	Area of Potential Conflict	Principle
1	An FDC acting as a Cat 3 checker of another FDC’s design	Any FDC (with the exception below) may act as a Cat 3 Checker of another FDC’s design, provided that it has not been subcontracted to provide any element of that design. [Note: An FDC may be precluded if it occupies a position within Crossrail Central Section Works
2	An FDC engaging a construction company to provide constructability advice during the design phase.	An FDC may engage a construction company to provide constructability advice during the design phase subject to: (a) the FDC obtaining the prior consent of Crossrail Ltd; (as clause 18) and (b) the FDC and the contractor accepting appropriate conditions, including: (i) advice provided must not lead to the adoption of construction methods which may benefit a particular contractor; (ii) arrangements must be transparent with the output being capable of being made available to others; (iii) contractors should only have access to information required for the purpose of the advice they are providing; (iv) the contractor’s advice should inform the FDC’s advice, reports and recommendations and not take the form of direct advice, reports and recommendations from the contractor itself; (v) arrangements are put in place to avoid the perception that the contractor may gain an unfair advantage in any subsequent bid for a construction contract or otherwise create a conflict of interest; (vi) the contractor must acknowledge that failure to comply with these conditions or any involvement outside their remitted area may result in that contractor being excluded from bidding for subsequent construction contracts.

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3	An FDC (or Subconsultant of the FDC) being engaged by a construction company to provide services in relation to a bid for a Crossrail contract or an FDC (or a Subconsultant of the FDC) being engaged by a construction company to provide services during the execution of a Crossrail contract.	<p>An FDC may be engaged to provide services to a construction company which is bidding for or who has been awarded a Crossrail contract provided that:</p> <ul style="list-style-type: none">(a) the engagement does not relate to a Package Order (PO) for which that FDC is retained by CRL as the main designer (a list of retained main designers for each construction package is appended);(b) where the engagement relates to a PO for which the FDC is retained by CRL as a secondary designer the engagement is not for the provision of services which overlap or interface with the scope of services for that secondary design package (a list of retained secondary designers for each construction package is appended); and(c) arrangements are put in place to create a “Chinese wall” to separate staff engaged in providing design services to CRL and other staff and to ensure that no information relating to the design services can be accessed by the staff engaged in providing the technical engineering support. <p>A Subconsultant of an FDC may be engaged to provide services to a construction company which is bidding for or who has been awarded a Crossrail contract provided that:</p> <ul style="list-style-type: none">(a) the services do not overlap or interface with the scope of services provided to the FDC;(b) where the Subconsultant is a subconsultant of the retained main or secondary designer, that designer has confirmed in writing to CRL that they do not need to retain the Subconsultant to fulfil their design contract obligations; and(c) arrangements are put in place to create a “Chinese wall” to separate staff engaged in providing design services to CRL and other staff and to ensure that no information relating to the design services can be accessed by the staff engaged in providing the support to the construction company.
4	An organisation (whether an FDC, any other consultant or a construction company) becoming involved in both the estimating work (for CRL) and bidding work (for a construction company) on the same work package.	No organisation may be involved in both the estimating work and bidding work for the same work package.