



Protecting you from Conflicts of Interest

Concerto IP Limited process for managing conflicts of interest

The following expressions in this document have the following meanings:

- **Assessment** has the meaning given to it in Paragraph 2.1
- **HoLP** means a Head of Legal Practice (within the meaning of Paragraph 11(2) of Schedule 11 to the Legal Services Act 2007)
- **Professional(s)** has the meaning given to it in Paragraph 2.2
- **Sending Client** means the client which has sent Instructions
- **Statement** has the meaning given to it in Paragraph 2.2

Other expressions used in this document which commence with an upper-case letter have the same meanings as in the body of our Standard Terms & Conditions if that expression is defined there.

A. Principles of approach

1. Our approach to managing conflicts of interest accords with Chapter 3 of the SRA Handbook, Version 13, published April 1, 2015 by the Solicitors Regulation Authority.

B. Process for avoiding and dealing with conflicts of interest

2. Our process is as follows:

- 2.1 On receiving Instructions, the HoLP will prepare, or have prepared under his direction, an assessment (“Assessment”) which:

(a) briefly summarizes (avoiding inclusion of material confidential information belonging to the Sending Client):

(i) the Matter and the Instructions, and

(ii) any other Matter(s) on which it appears reasonably likely we will receive Instructions from the Sending Client which we should then treat as connected, and

(b) mentions any adverse party the Sending Client has drawn to our attention.

2.2 The Assessment will be disclosed to such of our professional(s) as the HoLP deems appropriate (“Professional(s)”), after checking by him or under his direction the stated adverse parties against our client records, requesting a Statement (avoiding inclusion of material confidential information belonging to any third party) as to:

(a) whether accepting the Instructions will engender a reasonable likelihood of conflict with the interests of another client or of the professional concerned and

(b) why this view has been formed.

2.3 By the expression “*avoiding inclusion of material confidential information*”, we mean that the Assessment and the Statement(s) will provide the bare minimum information required to fulfill the purposes of this Section B, and no client name will be included in either. For example, for Instructions to file a patent application, the Assessment will state the general subject-matter area concerned without detail. Supplementary information may subsequently be provided if required for the Professional(s) to respond responsibly to the Assessment.

2.4 In line with internal benchmarks, an Assessment requires a reply within 2 hours of receipt and the internal conflict assessment process must be complete within 3 hours.

C. Dealing with conflict investigation outcomes

3. Subject to Paragraphs 5 and 6, we will decline the Instructions and immediately notify the Sending Client to this effect if the HoLP judges the circumstances including the Statement(s) indicate a reasonable likelihood of conflict with the interests of:

(a) another client, and it appears to the HoLP that there is no realistic prospect of that conflict being resolved through intermediation between the conflicted clients, or

(b) an employee of ours, unless the Instructions can be assigned to a different person who will not be materially affected by the conflict and a “*Chinese Wall*” safeguarding confidential information is practicable.

4. Where the HoLP judges that there is a reasonable likelihood of conflict with the interests of another client, he will consider on an immediate basis whether there is a realistic prospect of that conflict risk being resolved through intermediation between the conflicted clients and, if there is, we will immediately commence such intermediation. Unless this resolves the conflict risk within such time as the HoLP considers reasonable, we will decline the Sending Client’s Instructions.

5. If and to the extent he considers it expedient and appropriate to do so having regard to the purposes of the process set out in this Section C, the HoLP will discuss with any of our

staff he sees fit, and without undue delay, any reply to an Assessment, and the Assessment may pursuant to any such discussion be amended in consultation with the Professional.

6. Where a Sending Client's Instructions which have been received are or have become urgent, the Sending Client has expressly agreed Terms in writing and it appears to us that that there is an evident material risk of irremediable material harm to the Matter if (due to our view that there is reasonable likelihood of a conflict of interests), we do not accept those Instructions, we will ordinarily accept and implement so much of the Instructions as is necessary to manage that risk. Where the above circumstances apply save that the Sending Client has not expressly agreed Terms in writing, we will proceed in accordance with Paragraph 1.3 and 6.4 of our Terms. In either case, as soon as practicable, we shall notify the Sending Client of our views, our actions and the reason for them, and either seek to resolve the conflict through intermediation according to Paragraph 4 or notify the Sending Client that we can no longer represent it after a certain date which we judge will allow it reasonable time to obtain alternative representation to safeguard its IP rights.