



Conflict of Interest Policy

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(a).

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(b).

Sending Client means the client which has sent Instructions.

Statement has the meaning given to it in Paragraph 2(c).

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:

(a) On receiving Instructions, the HoLP will prepare, or have prepared under his direction, an assessment ("Assessment") which:

- (i) briefly summarizes (avoiding inclusion of material confidential information belonging to the Sending Client):
 - the Matter and the Instructions, and
 - 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

- (ii) mentions any adverse party the Sending Client has drawn to Our attention.
- (b) 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:
 - (i) whether accepting the Instructions will engender a reasonable likelihood of conflict with the interests of another client or of the professional concerned and
 - (ii) why this view has been formed.
- (c) 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 fulfil 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.
- (d) 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, then where:

(a) The Sending Client has expressly agreed Terms in writing and it appears to us, determined in Our sole discretion, 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 appears to Us to be reasonably necessary to manage that risk.

(b) The circumstances set out in Paragraph 6(a) above apply save that the Sending Client has not expressly agreed Terms in writing, We may, exceptionally and determined in Our sole discretion, accept and implement so much of the Instructions as appears to Us to be reasonably necessary, and likely to be effective, to manage at reasonable cost the evident material risk of irremediable material harm to the Matter.

(c) In either of the cases mentioned in Paragraph 6(a) and 6(b):

(i) We will give The Sending Client as much advance notice as practicable of:

- any intended partial implementation of the Instructions, and
- in cases falling within Paragraph 6(b) above, the “*reasonable cost*”, and
- any special conditions to apply to that partial implementation of the Instructions not mentioned below, and

(ii) The Sending Client is responsible for payment of our fees in connection with any partial implementation of the Instructions, and

(iii) A Contract limited to that partial implementation of the Instructions will exist between Us and the Sending Client from the time We give the advance notice of intended partial implementation of the Instructions, and

(iv) That partial implementation will be deemed to discharge all Our obligations under the Contract, and

(v) We shall accordingly have no obligation to implement or consider any other part of the Sending Client’s Instructions, any further Instructions or any other matter, and We shall have no obligation to enter into any wider Engagement.

7. In either of cases (a) and (b) of Paragraph 6, We shall notify the Sending Client as soon as practicable 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 interests.