



DESCRIPTION	
TITLE:	CONFLICT OF INTEREST POLICY
POLICY NUMBER :	HRE/08/04/CO
COMPILED BY:	COMPANY SECRETARY, LDDb
EFFECTIVE DATE:	<i>Immediate</i>
REVIEW YEAR:	Every year (if necessary)
APPROVED BY:	<i>27<sup>th</sup> BOP</i> <i>15<sup>th</sup> May, 2008</i>

## **1. Purpose of Policy**

To achieve high level of public support, respect and recognition for humanitarian mission with high degree of integrity and objectivity; we have to work professionally and without conflict of interest. The purpose of this policy is to establish a standard of conduct to ensure that personnel in LDDB acts in the best interests of LDDB and public and, in pursuing this goal, maintain standards relating to conflict of interest.

These standards are intended to enhance public confidence in the integrity of LDDB and its personnel. LDDB benefits from the expertise of individuals with a multiplicity of interests; however, those interests must not conflict with the interests of LDDB nor impair the public support and respect necessary for the operation of LDDB.

In addition to the forgoing, employees and volunteers in all their endeavours are to remain cognizant of the fundamental principles of LDDB of neutrality and impartiality.

## **2. Scope**

This policy applies to all employees either full time or employed for specific time or task.

## **3. Conflict of interest**

A situation where an individual, or the organization he/she represents or has an interest in, has a direct or indirect competing interest with LDDB's activities. This competing interest may result in the individual being in a position to benefit from the situation or in LDDB not being able to achieve a result in the best interest of LDDB.

A conflict may arise where an individual is a party to a contract with the LDDB or has an interest in an enterprise, or is related to a person who is party to such a contract; or where an individual receives payment by the LDDB for services rendered to the LDDB other than reimbursement for reasonable out-of-pocket expenses measured according to the LDDB's policies on expense reimbursement.

Conflict of interest for the LDDB also includes conduct which is not in keeping with the Fundamental Principles. In particular, the principles of neutrality and impartiality cannot be comprised.

Conflict of interest can be of three kinds

**Actual** Conflict of Interest is where you already have a conflict.

**Potential** Conflict of Interest is where the conflict is about to happen or could happen.

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**Perceived** Conflict of Interest is where other people might reasonably think you are not being objective.

**4. Conflict of interest includes, but is not limited to situations**

- o Where an employee or volunteer's private affairs or financial interests are in conflict with their work duties, responsibilities and obligations, or result in a public perception that a conflict exists
- o Which could impair the employee or volunteer's ability to act in the public interest
- o Where the actions of an employee or volunteer would compromise or undermine the trust that the public places in the LDDB.

**Policy application**

**6. Conflict of interest agreement**

An employee before or upon assigning task of procurement or recruitment, they are required to certifying that they have read and agree to abide by these standards and must sign Conflict of Interest Agreement (Annex-I). Employees have a responsibility to review their obligations yearly.

All employees and consultants shall immediately disclose to their supervisors or CEO, in writing, any business, commercial or financial interest where such interest might be construed as being in real, potential or apparent conflict with their official duties.

**7. Performance of duties**

An employee or volunteer will not vote on, or participate in, any discussion about a resolution to approve a contract in which he/she has an interest, nor will an employee or volunteer approve and/or sign off on such circumstances.

In the performance of their duties, employees and volunteers must not:

- o Place themselves in a position of obligation to persons who might benefit or appear to benefit from special consideration with respect to LDDB business
- o Have a monetary interest that would conflict with the discharge of the duties owed to the LDDB
- o Disclose, discuss, use, take advantage of, benefit or appear to benefit from the use of information not generally available to the public and which has been acquired during their official LDDB duties
- o Communicate with any level of government, or with any elected or appointed government official in relation to the business of the LDDB, unless they have specific LDDB authorization

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- o Assist private entities or persons in their dealings with the LDDB where this could result in preferential treatment to any person
- o Directly or indirectly use, or allow the use of, LDDB property or information for anything other than officially approved activities

#### **8. Outside employment**

Staff members may engage in remunerative employment with another employer, volunteer activity, carry on a business, or receive remuneration from public funds for activities outside their position provided that:

- o It does not interfere with the performance of their duties
- o It does not bring LDDB into disrepute
- o They do not have an advantage derived from their employment as a LDDB employee
- o It is not performed in such a way as to appear to be an official act or to represent the organization's public positions or policies, including the Fundamental Principles
- o It does not involve the use of LDDB premises, services, equipment or supplies to which the staff member has access by virtue of their employment, unless official authorization is secured.

#### **9. Gifts**

Staff and volunteers must avoid the appearance of favouritism in all of their dealings on behalf of the LDDB and not accept personal gifts from those doing business or seeking to do business with the LDDB.

#### **10. Financial**

Staff and volunteers must not commit the LDDB to any unauthorized expenditure or other liability and must ensure that all commitments are approved in accordance with the appropriate by-laws, regulations and policies including all appropriate consultations and approvals.

#### **11. Vendor relationships**

Staff and volunteers in leadership roles will not perform fee for service responsibilities for the LDDB in addition to their responsibilities as an employee or leadership volunteer of the LDDB. Nor will employees sell goods to the LDDB, unless by specific approval of the general counsel.

Goods shall not be purchased from a volunteer or relative of an employee without consultation with applicable General Manager or National Office department head and a determination made as to whether the correct processes were undertaken and the impact of the decision. Where there is doubt on the subject, the issue is to be referred to the general counsel.



## **12. Client relationships**

All employees and volunteers are to understand the client's vulnerability and dependence on the employee/volunteer to provide assistance, and to act accordingly. This includes recognition that personal relationships outside the scope of their professional roles are not in the best interest of either party or the LDDB. For more information, refer to Section 7, Duty of Care/Client Protection, or more detailed administrative procedures relating to the applicable program.

Conflict of interest situations between employees/volunteers and clients are investigated immediately and resolved as appropriate.

## **13. Breach of conflict of interest**

Employees and volunteers are required to consult with their supervisor/manager whenever they have any question as to whether a particular circumstance may place them in a conflict of interest.

Persons who fail to comply with these standards during the course of their employment will be subject to such appropriate measures as may be determined by the LDDB including dismissal from employment.

Persons who fail to comply with these standards following termination of employment with the LDDB hereby acknowledge that the disclosure of confidential information will result in irreparable harm to the LDDB and the LDDB shall have the right to enforce its lawful rights and remedies against any offending person.

## **14. Violation of policy**

Where an individual fail to disclose a conflict or an interest according to this policy or according to other policies, effecting LDDB's interest at large, may be proceeded under disciplinary rules resulting dismissal from service or future ban from participating in specific tasks i.e. procurement or goods/service, recruitment or interaction with other institutions etc.

## **15. Responsibility**

The Chief Executive Officer, is responsible for advising stakeholders, maintaining, monitoring, and revising this policy; and for authorizing exceptions. Members of the LDDB Management Team are responsible for applying and implementing this policy in each of their respective areas.

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## **Conflict of Interest and Confidentiality Agreement**

All individuals involved in a procurement (value of Rs.300,000 or more) and recruitment of staff; must complete, sign and submit this agreement at the commencement of their involvement. This form must be used to immediately inform the CEO of any circumstance that arises that could represent a Conflict of Interest.

<b>Name:</b>
<b>Position:</b>
<b>Project:</b>
<b>Procurement/ recruitment Title:</b>
<b>Role in the procurement/ recruitment:</b>
<b>Other detail (if any):</b>

### **Do you have any actual, potential or perceived conflicts of interest?**

Do you have any personal interest in the outcome of this process?  
(e.g. you own shares in a respondent or related company)

☐ Yes ☐ No ☐ Potentially  
(tick 'potentially' if others could perceive you have a conflict)

Do you have a relationship (e.g. family, friend or associate) with someone that may have a personal interest in the outcome of this process?  
(e.g. a family member is an employee of a respondent)

☐ Yes ☐ No ☐ Potentially  
(tick 'potentially' if others could perceive you have a conflict)

Do you have any personal obligation, loyalty or bias that could influence the way you perform the responsibilities of your job/role in relation to this process?  
(e.g. a close friendship with an employee of a respondent)

☐ Yes ☐ No ☐ Potentially  
(tick 'potentially' if others could perceive you have a conflict)

Have you or anyone associated with you (e.g. family member, friend) received or been offered any benefit by a respondent to this process within the last 12 months?  
(e.g. gifts, hospitality, discounts)

☐ Yes ☐ No ☐ Potentially  
(tick 'potentially' if others could perceive you have a conflict)

Are you aware of any circumstance that could give the appearance that you may have a bias towards or against any respondent?  
(e.g. during the last 12 months;

- you have expressed strong views about a respondent
- you or someone associated with you has worked for a respondent
- you or someone associated with you has been in communication with a respondent in relation to prospective of employment
- you have used any of respondent's service or have been facilitated

☐ Yes ☐ No ☐ Potentially  
(tick 'potentially' if others could perceive you have a conflict)





## Confidentiality responsibilities

All discussions, meetings and material (written and electronic) relating to this procurement/recruitment are confidential and I agree to keep this information confidential and safe. I will not breach the confidentiality of this process by giving this information to anyone who has not signed a Conflict of Interest and Confidentiality Agreement for this process without the prior approval of CEO.

## Restrictions on contact with respondents

I agree that my contact with respondents is restricted during the process. Until the process has been concluded I agree to not:

- meet or otherwise communicate with any respondent in relation to this process other than in an official capacity as part of the process
- accept any benefit (e.g. gift, hospitality, discount) from any respondent.

I agree to immediately report to CEO any circumstance that could represent a Conflict of Interest including:

- any attempt by a respondent to communicate with me regarding this process (e.g. meeting or information requests other than in an official capacity as part of the procurement process)
- any communication between a respondent and me or anyone associated with me (e.g. family members, friends) that could be perceived as raising a Conflict of Interest (e.g. communication relating to prospective employment with a respondent)
- the offering or receiving of any benefit or inducement (e.g. gift, hospitality, discount) by any respondent.

## Declaration of Conflict of Interest

**Actual** Conflict of Interest is where you already have a conflict.

**Potential** Conflict of Interest is where the conflict is about to happen or could happen.

**Perceived** Conflict of Interest is where other people might reasonably think you are not being objective.

If you have answered 'Yes' or 'Potentially' to any of the above questions, detail of the circumstances:

## Your declaration

**Declaration** – I confirm/agree that:

- to the best of my knowledge, the above details are correct
- I make this declaration in good faith
- I will not breach the confidentiality of this procurement
- I will not meet or otherwise communicate with any respondent in relation to this procurement other than in an official capacity as part of the procurement process
- I will not accept any benefit from any respondent during this procurement
- I will immediately inform the Procurement Officer of any circumstance that arises that could represent a Conflict of Interest.

I acknowledge that breaching confidentiality, communicating with respondents about this procurement, accepting any benefit from a potential supplier, making a false declaration

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or failing to immediately inform the Procurement Officer of any circumstance that could represent a Conflict of Interest may be regarded as serious misconduct.

Signature:		Date:	
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**Review by CEO/PD/PI** – I confirm that I have received this declaration and noted the contents.

Name:	
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Signature:		Date:	
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## Livestock and Dairy Development Board



### CERTIFICATE OF APPROVAL

It is to certify that the **CONFLICT OF INTEREST POLICY**, containing **seven (7) pages**, has been Principally approved by the 27<sup>th</sup> Board of Director Meeting held on 15<sup>th</sup> May, 2018 and the same was confirmed by 28<sup>th</sup> BoD meeting held on 6<sup>th</sup> September, 2018.

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Kabir Khan  
Company Secretary

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Dr. Muhammad Afzal  
Chairman (BoD)