

### Project Sparrow – Pre-Onboarding Protocol

*It is imperative that all personnel allocated to Project Sparrow are made aware of and understand their obligations in respect of protecting the confidentiality and legal privilege of the information they receive in advance of receiving any Project Sparrow information.*

Appendix A contains a protocol document agreed between UKGI and Post Office Limited which governs the treatment of Project Sparrow information. You must read the protocol and ensure you are comfortable with and understand your obligations. If you have any concerns or queries in respect of these obligations, these should be directed to the UKGI Legal team and you should ensure that you are satisfied in your understanding before being onboarded. In conjunction with the onboarding process, your name will be added to the Individual Recipients list as described in Appendix A.

#### *Sharing of information*

You should also note that information MUST ONLY be onward shared with other individuals who are listed on the Individual Recipients List. It is important to note that not all members of the Post Office teams at UKGI and/or BEIS are included on the list. If in doubt, you should check the Individual Recipients List before sharing any information. The Individual Recipients List, as at today's date, is attached at Appendix B. An up to date copy of the Individual Recipients List will be made available in the protected Project Sparrow space on the UKGI I:/ drive.

If it becomes necessary to share information with individuals who are not listed on the Individual Recipients List, this sharing must be approved by the team leader, and the relevant individuals should be provided with this Pre-Onboarding Protocol prior to their being provided with the relevant information. It is your responsibility, as the person sharing the information, to ensure that the recipient is added to the Individual Recipients List by informing the team leader. The current team leader is Stephen Clarke.

I understand my obligations under the protocol set out in Appendix A and agree to be onboarded and added to the Project Sparrow Individual Recipients List.

SIGNED: .....

NAME: .....

ORGANISATION: .....

## APPENDIX A - OBLIGATIONS IN RELATION TO LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION

- 1.1 **“Privileged and Confidential Information”** means any and all legally privileged and other confidential information relating to the Postmaster Complaints provided by Post Office Limited (**“POL”**) in any form or by inspection or observation, whether supplied or received before or after the date of this Protocol, and wherever or however stored, compiled or memorialised, together with any copies of and notes made in respect of such information.
- 1.2 **“Purpose”** means understanding the matters in issue in the Postmaster Complaints, POL’s position on them, and the exposures they present to POL’s operations, finances and reputation, all of which are of common interest to POL, the Secretary of State and UK Government Investments (**“UKGI”**). This common interest is based (among other grounds) on the Secretary of State/UKGI’s ownership of POL, the investment they make in POL’s activities to support the important public and social purpose POL serves, and the accountabilities the Secretary of State/UKGI have for that ownership and investment to Parliament and to the public.
- 1.3 **“Secretary of State”** means the Secretary of State for Business, Energy and Industrial Strategy
- 1.4 UKGI and the Secretary of State (each a **“Receiving Party”**) will:
  - 1.4.1 treat and safeguard the Privileged and Confidential Information as private and confidential;
  - 1.4.2 not use or disclose any of the Privileged and Confidential Information for any purposes other than the Purpose;
  - 1.4.3 ensure proper and secure storage of the Privileged and Confidential Information;
  - 1.4.4 handle, preserve and protect such Privileged and Confidential Information using a high degree of care and at least the same degree of care as the Receiving Party affords its own confidential information of like sensitivity and importance;
  - 1.4.5 permit access to the Privileged and Confidential Information only to such of its executives, officers, employees and professional advisors, and those of the Secretary of State (together **“Individual Recipients”**), as reasonably and necessarily require access to the same in respect of the Purpose and then only on condition that each such Individual Recipient is made aware of the privileged nature of the Privileged and Confidential Information and agrees to comply with the obligations imposed on the Receiving Party under this Protocol.
- 1.5 The Receiving Party shall retain up to date records of all Individual Recipients.
- 1.6 The Receiving Party will ensure that such Individual Recipients are aware of the relevant obligations under clause 1.4 of this agreement not to disclose any Privileged and Confidential Information except in accordance with this Protocol.

- 1.7 The Receiving Party shall:
  - 1.7.1 ensure that all its executives, officers and/or employees, professional advisors and those of the Secretary of State who work with the Individual Recipients are aware that the Individual Recipients are required to keep the Privileged and Confidential Information confidential and that if such executives, officers, employees, professional advisors and/or those of the Secretary of State should obtain any Privileged and Confidential Information, that they too shall keep it confidential and keep it secure in the same way as the Receiving Party secures its own confidential information;
  - 1.7.2 promptly and in any event not less than three working days after becoming aware notify POL in writing where any unauthorised use of any Privileged and Confidential Information has taken place;
  - 1.7.3 to the extent that any Privileged and Confidential Information is proprietary to any third party other than POL, the Receiving Party shall ensure that all Individual Recipients shall only use such Privileged and Confidential Information for the Purpose unless POL expressly advises otherwise in writing.
- 1.8 These obligations of confidentiality do not apply to any information which in the reasonable opinion of the Receiving Party:
  - 1.8.1 was known to the Receiving Party before the Privileged and Confidential Information was provided or made available by or on behalf of POL and was not held under an obligation of confidence to POL whether directly or indirectly;
  - 1.8.2 is subsequently received from any third party legally in possession of the Privileged and Confidential Information and who was not restricted from disclosing it;
  - 1.8.3 is in or subsequently comes into the public domain (other than by breach by the Receiving Party of its obligations under this Protocol);
  - 1.8.4 is subsequently authorised to be used or disclosed as non-confidential information with the prior written approval of POL;
  - 1.8.5 is independently acquired by an employee, consultant, contractor or professional advisor of the Receiving Party in a manner which does not constitute a breach any obligation of confidence;
  - 1.8.6 is required to be disclosed by applicable law or by any court of competent jurisdiction, the rules and regulations of any body or any enquiry or investigation by any governmental, parliamentary, official or regulatory body which:
    - (a) has the power to compel disclosure of the Privileged and Confidential Information from the Receiving Party or any of the Receiving Party's officers, employees, advisors or consultants; or
    - (b) is otherwise lawfully entitled to require any such disclosure, subject always to the Receiving Party complying with Clause 1.10; or

- 1.8.7 is requested by supervisory or regulatory authorities, to whose jurisdiction the Receiving Party reasonably believes itself to be subject, in connection with their examination or supervision of the Receiving Party, subject always to the Receiving Party complying with Clause 1.10.
- 1.9 Without prejudice to the generality of Clause 1.8.3, Privileged and Confidential Information will not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of interest, and a combination of two or more portions of the Privileged and Confidential Information will not be deemed to be in the public domain by reason only of each separate portion being so available.
- 1.10 If the Receiving Party is required pursuant to Clause 1.8.6 or 1.8.7 to disclose any Privileged and Confidential Information, the Receiving Party will: (i) endeavour, to the extent permitted by law, to provide POL with prompt written notice of such requirement so that POL may assert such interest as it has in the Privileged and Confidential Information, and (ii) ask the court or regulatory authority to treat the Privileged and Confidential Information as confidential.
- 1.11 The parties acknowledge that the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (SI 2004/3391) (EIR) potentially apply to Privileged and Confidential Information disclosed by POL to the Secretary of State/UKGI. If the Secretary of State/UKGI receives a request for the disclosure of information that includes within its scope Privileged and Confidential Information, it shall:
- 1.11.1 promptly, and in any event within three business days of receipt, inform POL's Legal team of the request; and
- 1.11.2 allow a reasonable period for representations to be made by POL as to whether prejudice to its interests would occur were the Privileged and Confidential Information to be disclosed, provided that POL shall make such representations within 5 business days from the date of the notification by the Secretary of State/UKGI.
- 1.12 The Secretary of State/UKGI will consider any representations it receives pursuant to Clause 1.7(b) but it retains sole discretion as to whether any Privileged and Confidential Information falls to be disclosed under FOIA or EIR.

## APPENDIX B – INDIVIDUAL RECIPIENTS LIST

**DATE: 10/08/2018**

Tom Cooper – UKGI (POL Shareholder Team)

Tom Aldred – UKGI (POL Shareholder Team)

Stephen Clarke – UKGI (POL Shareholder Team)

Helen Lambert – UKGI (Legal Team)

Richard Watson – UKGI (Legal Counsel)

Lucie Lambert – UKGI (Legal Team)

Kelly Tolhurst MP – Parliamentary Under Secretary of State *[awaiting signature]*

Samantha Rice – Private Secretary to Andrew Griffiths MP *[awaiting signature]*

Alex Chisholm – Permanent Secretary for BEIS

Madhav Bakshi – Private Secretary to Alex Chisholm

[Tbc - new Clark Spad]

Rebecca Lowe – Private Secretary to Clark Spad

Gavin Lambert – BEIS Policy Sponsor for POL

Craig Watson – BEIS Policy Sponsor for POL

Sam White – Head of Retail

Gareth Evans – BEIS Legal

Tom Taylor – BEIS Finance

Syed Maghrabi – BEIS Finance

Annabelle Miles – BEIS Comms

Duncan Moss – BEIS Comms

Adam Shortman – BEIS Comms