

Conflict of Interest Matrix

01/06/26

FAQs

Has GBE-N revised its approach to conflict of interest?

Yes. GBE-N has revised part of the COI Matrix for the Delivery Partner procurement. Certain interactions that were previously classified as red are now designated amber at Tier 1 level. These are no longer automatically prohibited; suppliers will instead be required to demonstrate that any associated conflict of interest risk can be effectively identified, controlled and managed.

Does this change lower the standard expected of suppliers?

No. COI controls still continue to apply in full. What has changed is the approach to assessment: certain scenarios will no longer be treated as automatically prohibited but instead assessed on a case-by-case basis. Suppliers falling within the amber position will still be required to demonstrate clearly how any actual or perceived conflict will be identified, mitigated and effectively managed.

Which parts of the COI Matrix have changed?

The change applies to specified interactions between the Delivery Partner procurement and the Balance of Plant, Associated Developments, Engineering Partner, and Site Groundworks and Civils procurements. These interactions are set out in the revised COI Matrix.

Is it possible to be excluded in an amber position due to a conflict of interest?

Yes. A change from red to amber does not confer automatic acceptance. Where a supplier cannot demonstrate that a conflict of interest risk can be effectively identified, mitigated and managed, exclusion may still apply.

Does this change give any supplier an advantage?

No. The same published rules and assessment approach will apply equally to all suppliers.

What mitigation will GBE-N expect to see?

This will depend on the proposed structure and the nature of risk. For example, GBE-N may expect clear separation between teams or legal entities, effective information barriers, appropriate governance controls, clearly defined decision-making boundaries, and binding contractual commitments.

How will GBE-N decide whether mitigation is sufficient?

GBE-N will look at each case on its own merits, taking into account the nature of any actual, potential and perceived conflict risk and the effectiveness of the proposed mitigation.

When will conflict of interest be assessed?

Conflict of interest will be assessed at the Procurement Specific Questionnaire (PSQ) stage for the Delivery Partner procurement and may be revisited at subsequent stages where necessary. Suppliers should consider structure and mitigation early and keep both under review throughout the procurement.

What should suppliers do now?

Suppliers should review the revised COI Matrix and accompanying guidance, consider the implications for their delivery model, consortium structure and supply chain arrangements, and ensure they can clearly explain any conflict risks and proposed mitigation in their tender document.

COI Matrix Definitions**SMR Programme**

The programme for the development, design, licensing, construction, commissioning, operation and, where applicable, decommissioning of a small modular reactor power station at Wylfa, Anglesey, utilising Rolls-Royce SMR (RR SMR) technology for the purpose of generating nuclear power, together with all associated works, services, infrastructure, systems, interfaces and activities required to deliver that objective.

GBE-N Contractor

Any legal or natural person, that is directly contracted by GBE-N, including a company, partnership, unincorporated joint venture or consortium.

Where the GBE-N Contractor is an incorporated joint venture, or other incorporated consortium vehicle, this definition applies to that entity alone.

Where the GBE-N Contractor is an unincorporated joint venture, consortium or partnership, this definition applies to each constituent, each acting jointly and will be jointly and severally liable in accordance with the terms of the relevant contract.

Tier 1 Contractor

Any legal or natural person that is in direct contract with the GBE-N Contractor in connection with the delivery of the SMR Programme, including a company, partnership, unincorporated association, joint venture or consortium.

Where such person is an incorporated joint venture or other incorporated consortium vehicle, this definition applies to that entity alone.

Where such person is an unincorporated joint venture, consortium or partnership, this definition applies to each constituent, each acting jointly and will be jointly and severally liable in accordance with the terms of the relevant contract.

Tier 2 Contractor

Any legal or natural person that is in direct contract with a Tier 1 Contractor in connection with the delivery of the SMR Programme, including a company, partnership, unincorporated association, joint venture or consortium.

(An SMR Vendor shall not be appointed as any of the Contractors identified in this matrix)

Where such person is an incorporated joint venture or other incorporated consortium vehicle, this definition applies to that entity alone.

Where such person is an unincorporated joint venture, consortium or partnership, this definition applies to each constituent, each acting jointly and will be jointly and severally liable in accordance with the terms of the relevant contract.

SMR Vendor

An SMR Vendor is any entity or person that designs and manufactures any nuclear reactor (or reactors where such reactors comprise multiple units designed to be linked and contained within one single containment structure) using Light Water Reactor technology and having electrical power output in the range between 250Mwe and 700Mwe or thermal equivalent and designed to generate electrical power and/or steam.

Dependent on timing post-fPMCS Clarification

References to “*dependent on timing post-fPMCS” reflect the current position that Foundation Project Management and Commercial Services (fPMCS) roles are treated as green from a conflict of interest risk perspective.

However, if fPMCS were to be extended due to a material delay to the award or mobilisation of the Delivery Partner, any associated conflict of interest implications are likely to be time-limited and context-specific. Prescribing rigid rules in advance could therefore introduce unnecessary risk or constrain procurement and market engagement.

COI Principles

A GBE-N Contractor must not have responsibility for assuring its own work (or any work in which it has an interest) in connection with the delivery of the SMR Programme; and

No situation should exist where a parent or group company Board of Directors is considering prioritising the performance obligations of one contract over another on the same SMR Programme. This may include prioritising:

- Incentives over liabilities* between contracts on the same project (for example, where contractual liabilities for the contracting organisation doing or omitting to do something conflict with, and are potentially less than, an incentive reward that the contracting organisation or a group company may receive on any other project contract); or
- The performance of one contract over another through resourcing or other decisions.

*Prioritising incentives over liabilities could take any form, including instructions to act or to omit to act, or the prioritisation of resources or investment in resources.

Outside of the Red Lines, and with the exception of SMR vendors, GBE-N has decided that, rather than being prescriptive in its definition of COI, setting out key principles allows bidders and GBE-N the opportunity to review both the scenario and any proposed mitigation against a common baseline requirement.

These mitigations could extend to GBE-N insisting on clear separation of business units or the establishment of separate legal entities within a group company to manage conflicts.

(An SMR Vendor shall not be appointed as any of the Contractors identified in this matrix)