



## ADMINISTRATIVE COMPLIANCE AGREEMENT



This Administrative Compliance Agreement (the "Agreement") dated this 28 day of June, 2016, is made between British Link Kuwait ("BLK"), and the United States Department of the Army (the "Army").

### PREAMBLE

1. BLK was founded in 1991 by Mr. Ahmed Al-Neama. The company provides a range of integrated services, including air conditioning, aluminum fabrication, logistics, and engineering.
2. BLK is a closely held Kuwaiti firm 97% owned by Jood Gulf Holding Company. Jood Gulf Holding Company is 100% owned by Mr. Al-Neama, who serves as Chairman of BLK, and other members of the Al-Neama family. The remaining 3% of BLK is also owned by the Al-Neama family. BLK-Logistics is one of four divisions within BLK and is the business unit generally responsible for work with the U.S. Army.
3. Mr. Nigel Hunter arrived in Kuwait in or around 1991 at the request of Mr. Al-Neama to assist with BLK's overall business activities. Mr. Hunter became a 49 percent partner in BLK and Mr. Al-Neama maintained a 51 percent interest. In the mid-1990s, Mr. Hunter sold his 49 percent interest to Mr. Al-Neama and then departed Kuwait.
4. BLK's first contract with the Army was in 1998 and involved the provision of air conditioning units to Camp Doha. BLK formed the Logistics division in or around 2000 to engage in business with the various peace-keeping forces in Kuwait, including the U.S. military. BLK-Logistics was a key life-sustainment contractor for the Army in the months leading up to the invasion of Iraq and during the Iraq war. Between 2003 and 2006, the company supplied the Army with air conditioning units, electro-mechanical equipment, portable latrine facilities, electrical materials, and various other provisions in support of the war effort.
5. Mr. Hunter returned to Kuwait in the 2000-2001 timeframe to assist BLK in facilitating contracts for tent systems on U.S. and British military bases in Kuwait and Iraq. Prior to 2005, the Army typically used large cloth tents (sometimes called "Pakistani" tents) for barracks and other shelters, and BLK and other contractors supplied these tents to the Army. The Army recognized, however, that these tents were imperfectly suited to its needs. For example, the cloth tents were flammable and therefore subject to damage and even destruction from stray cigarettes, cooking equipment, or electrical malfunctions. Also, because the cloth tents could not be effectively insulated, climate control was difficult and expensive in the Kuwaiti heat.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

6. The Army expressed these concerns to BLK (among perhaps other contractors) and, in response, BLK developed a design and manufacturing process for what came to be known as the "American Style Tent." These new American Style Tents employed a non-flammable polyvinyl fabric over a steel frame and were safer and ultimately less expensive to maintain than the traditional cloth tents. Because these American Style Tents could be more effectively insulated, the cost of cooling the tents was reduced by as much as half.

7. BLK delivered the first American Style Tents to Camp Virginia in April 2005. Deliveries to other Army sites in Kuwait soon followed. BLK leased hundreds of its tent systems (tent, climate control system, and generator) to the Army from 2005 until 2007, at which point the Army bought them outright. Since then, BLK has held a series of subcontracts with the various Kuwait-Base Operations and Security Support Services ("K-BOSSS") prime contractors – CSA, ITT/Exelis, and most recently Vectrus – to maintain the tents and to provide generators for the tent's electrical needs.

8. In 2009, Mr. Hunter was Director of BLK-Logistics. As of 20 December 2013, Mr. Hunter was listed as the point of contact (POC) for BLK on the System for Award Management (SAM). As of 26 August 2015, Mr. Hunter was listed on SAM as the electronic and government business POC for BLK Air-Conditioning Services.

9. From 2003 to 2012, BLK also employed Emad Abdulrahman Abdul Qader Al Humoud as a Personnel Manager.

10. Captain (CPT) Edward William Knotts, III, was stationed at U.S. Camp Buehring, Kuwait, from about December 2005 through December 2007 in support of Operation Iraqi Freedom as a Contracting Officer's Representative ("COR") for "life-sustainment" contracts between the U.S. Army and local contractors that supported operations at Camp Buehring and Camp Arifjan in Kuwait. BLK was one of the contractors with whom CPT Knotts worked in his capacity as a COR.

11. As the Director of BLK-Logistics, Mr. Hunter worked with CPT Knotts for about one year. Both Messrs. Hunter and Al-Neama acknowledge that Mr. Al-Neama never met, nor had any reason to ever meet, CPT Knotts, as Mr. Al-Neama did not deal directly with the U.S. military, leaving this part of the business to Mr. Hunter.

12. On 10 July 2013, Mr. Knotts waived indictment, and the United States filed a criminal Information (amended) in U.S. District Court, District of Nevada, against Mr. Knotts for one count of Bribery, in violation of 18 U.S.C. § 201(b)(2)(C), and a notice of forfeiture. Mr. Knotts' plea agreement to the single-count amended Information was filed with the Court on the same day.

13. On 14 November 2013, the Court found Mr. Knotts guilty of one count of Bribery, as set forth in his criminal Information, and sentenced Mr. Knotts to 30 months in prison

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

and two years of probation, and ordered him to pay a \$100.00 assessment and to forfeit \$91,500.00.

14. According to court documents, in or about November 2006, CPT Knotts entered into an agreement with Mr. Hunter, in which Mr. Hunter agreed to pay CPT Knotts a monthly fee in return for his promise to provide to BLK confidential bidding information on U.S. Army contracts. The court documents state that, pursuant to this agreement, Messrs. Hunter and Al-Humoud conspired to pay CPT Knotts \$91,500.00 in bribes from about November 2006 to August 2008.

15. CPT Knotts was debarred from contracting with the U.S. Government on 2 June 2014 and Messrs. Hunter and Al Humoud were debarred on 12 November 2015.

16. A Show Cause letter was sent by email to BLK on 14 September 2015, and on 7 January 2016, the Army proposed BLK for debarment under the authority and procedures of Federal Acquisition Regulation Subpart 9.4. Because of the email address used to convey the Show Cause letter, BLK's management did not learn about the letter until after the Army had already proposed BLK for debarment.

17. On 19 May 2016, Ms. Haya A. Al-Neama, Deputy General Manager of BLK, and Ms. Ching Abraham, Deputy Director of BLK-Logistics, as representatives of BLK, and accompanied by their attorneys, Messrs. Grant H. Willis and Peter F. Garvin, III, met with representatives of the Army, including the Army Suspension and Debarment Official ("SDO"). During that meeting, BLK requested that debarment not be imposed, suggesting that debarring BLK would be inappropriate given the company's long history of satisfactory performance on Government contracts and additional remedial measures implemented. Although the individuals representing BLK did not have sufficient information to confirm or deny the allegations, the fact that Mr. Knotts admitted to criminal misconduct involving BLK personnel and is serving prison time as a result, led BLK to assume the allegations were essentially true. Upon learning of the misconduct, BLK severed all remaining employment and business ties with Messrs. Hunter and Al-Humoud.

18. During the 19 May 2016 meeting, Ms. Al-Neama recognized BLK's responsibility for complying with the FAR and regulatory requirements – as well as BLK's apparent failure, per Mr. Knotts' statements, to comply with certain of those requirements here – and expressed a willingness to take additional remedial steps designed to promote BLK's responsibility as a Government contractor. Among other remedial measures, BLK recently instituted a formal Ethics and Compliance Program, the centerpiece of which is BLK's Code of Business Ethics and Conduct ("Code"). The Code recites BLK's core values, including a commitment to integrity, honesty, and adherence to the law. The Code also sets forth several specific standards of conduct, many of which are specifically relevant to BLK's work for the Army. The Standards of Conduct section addresses gifts and gratuities, kickbacks, bribes, procurement integrity, conflicts of interest, human trafficking, the Foreign Corrupt Practices Act, and the False Claims Act.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

19. Recognizing that the Code will only be effective if its principles are clearly conveyed and regularly reinforced, BLK has translated the Code and Compliance Program into Arabic and provided a copy to all BLK personnel. Additionally, BLK indicated that the company will conduct mandatory training sessions for all BLK personnel, including its ownership and management, on the policies and procedures contained in the Code and Compliance Program. Although BLK has already begun to provide informal instruction regarding the Code and Compliance Program, BLK anticipates formal training sessions will begin in or about August 2016, starting with the Logistics division, and be completed by the end of 2016.

20. Mr. Al-Neama recently appointed Ms. Al-Neama to serve as the company's Chief Compliance Officer. One of Ms. Al-Neama's primary duties will be to oversee BLK's overall compliance effort. This will include conducting periodic reviews to assess the company's compliance posture, addressing training needs, and making revisions to the Compliance Program as needed. Ms. Al-Neama will also investigate reports of noncompliance with the Code, and other allegations of impropriety. To ensure BLK's compliance efforts are, to the extent practicable, aligned with best practices as recognized in "Western business communities," Ms. Al-Neama has enrolled in a Chief Compliance Officer program to take place in London in July of this year.

21. BLK has created the BLK Employee Hotline, which is an email address – Reportit@blk.com.kw – used solely for the reporting of potential improprieties. Ms. Al-Neama will monitor this email address as part of her responsibilities as BLK's Compliance Officer. In addition, BLK has posted notices with the BLK Employee Hotline at key locations around the BLK offices and work sites. BLK has also posted the U.S. Department of Defense Hotline posters advertising the fraud hotline number maintained by DOD, as well as State Department information regarding human trafficking.

22. Because of the serious nature of the allegations in the Notice, BLK has expressed interest in taking the actions necessary to demonstrate that the company may be trusted to deal fairly and honestly with the Government, and that continued exclusion under FAR Subpart 9.4 is not necessary if the terms and conditions set forth herein are duly and forthrightly implemented. To this end, BLK has agreed to take the actions specified herein to assure that the high degree of business honesty and integrity required of a Government contractor is maintained.

23. The Army and BLK agree that FAR Subpart 9.4 provides a legally sufficient basis for debarring BLK. This Agreement is intended to provide assurances to the Government that BLK can be presently responsible and, notwithstanding the bases for the proposed debarment, can be trusted to deal fairly and honestly with the Government. The Army has determined that the terms and conditions of this Agreement provide adequate assurances that the interest of the Government will be sufficiently protected to preclude the necessity of debarring BLK.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

**NOW THEREFORE**, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

### **ARTICLES**

**1. Proposed Debarment.** The proposed debarment of BLK was terminated effective 24 May 2016, contingent upon the negotiation and successful execution of this Agreement. This Agreement in no way restricts the authority, responsibility, or legal duty of the Army, or any other federal agency, to consider and institute suspension or debarment proceedings against BLK based upon information constituting independent cause for suspension or debarment concerning events unrelated to the facts and circumstances set forth in the Preamble, including, but not limited to, any substantive allegations of wrongdoing in the past, at present, or in the future. The Army, or any other federal agency, may, in its sole discretion, initiate such proceedings in accordance with FAR Subpart 9.4. The Army's ability to institute such administrative action is independent of any ability to take action under Article 13 of this Agreement.

### **2. Definitions.**

- a. "Contractor" refers to BLK, including its directors, officers, and employees, while acting in their capacities as such.
- b. "Days" refers to "calendar days."
- c. "Effective date" (of this Compliance Agreement) refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.
- d. "Employee" refers to officers, managers, and supervisors. All full and part-time workers and consultants will be considered employees for training purposes.
- e. "Ethics Program Director" refers to an individual, whether a senior employee or officer of Contractor or an outside attorney, who will serve as the first point of contact for all questions regarding the terms and conditions of this Agreement.
- f. "FAR" refers to the Federal Acquisition Regulation.
- g. "Government" refers to any department, agency, division, independent establishment, or wholly-owned corporation of the United States Government.
- h. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.
- i. "Army SDO" refers to the Army's Suspension and Debarment Official.

## ADMINISTRATIVE COMPLIANCE AGREEMENT

British Link Kuwait

**3. Contractor Responsibility Program.** Contractor agrees to implement a values-based ethics and compliance program (the "Contractor Responsibility Program"). The Contractor Responsibility Program (or "Program") shall be designed to ensure that Contractor, and each of its employees, acts with the business honesty and integrity required of a Government contractor, and that Contractor operates in compliance with all applicable laws, regulations, policies, and terms of any Government contract. At minimum, the Program shall include the following features:

a. Appointment of Ethics Program Director. Contractor is required to designate an individual to serve as Contractor's Ethics Program Manager. BLK's appointment of Ms. Haya Al-Neama as Chief Compliance Officer satisfies this requirement.

b. Notification of this Agreement. Within 30 days of the effective date of this Agreement, Contractor's Deputy General Manager shall prepare and display, in a prominent place accessible to all employees and subcontractors, a letter stating that Contractor has entered into an administrative agreement with the Army. In lieu of posting said letter in a prominent place accessible to all employees and subcontractors, Contractor's Deputy General Manager may send a copy of the letter via email to all current company personnel and provide a copy of the letter to any and all newly-hired personnel during their orientation. A copy of the Deputy General Manager's letter will be forwarded to the Army for approval before distribution and will describe this Agreement and Contractor's responsibilities thereunder. The letter shall state:

- (1) The basis for this Agreement;
- (2) Contractor's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the United States Government;
- (3) A brief description of the features of the Contractor Responsibility Program;
- (4) The Contractor's Ethics Program Director's name, address, and mechanism for reporting misconduct.
- (5) The availability of the Ethics Program Director for consultation on any questions concerning Contractor's business practices or employee responsibilities, or subcontractors including required reporting of improprieties; and
- (6) That all improprieties regarding Government operations shall be reported to the Ethics Program Director, who will conduct an investigation followed by appropriate corrective action, and that employees may make such reports without revealing their identity.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

### **c. Code of Business Ethics and Conduct.**

(1) Contractor has created and will maintain and revise, as necessary, a Code of Business Ethics and Conduct (the "Code"). The Code shall be designed to ensure that Contractor maintains the business integrity and honesty required of a Government contractor, and that Contractor's performance is in strict compliance with the terms and conditions of its Government contracts.

(2) The Code shall include, at minimum, the following:

(a) A statement of Contractor's commitment to comply with the contractor responsibility provisions of the FAR and all other applicable laws and regulations concerning the conduct of Government contracting or subcontracting;

(b) A statement of Contractor's commitment to fully cooperate with any Government agencies responsible for either investigation or corrective actions;

(c) Specific standards of conduct for Contractor employees concerning their business dealings with the Government on behalf of Contractor;

(d) Notice that Contractor will immediately discipline, to include termination if appropriate, employees or officers whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code;

(e) Notice that Contractor will immediately terminate affiliation with any other entity or contractor, whether the affiliation results from a joint venture, teaming agreement, subcontracting agreement, or other arrangement, whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code;

(f) A requirement that Contractor employees report to the Ethics Program Director any impropriety or violation of this Agreement, whether committed by Contractor, a vendor, a subcontractor, or a Government employee; and

(g) Provisions that pertain to the misconduct that this Agreement is specifically designed to prevent, e.g., requirements and prohibitions regarding bribery, gratuities, kickbacks, and the Foreign Corrupt Practices Act.

### **d. Government Contracting Policies and Procedures Manual.**

(1) Contractor shall establish and maintain a written Government Contracting Policies and Procedures Manual (the "Manual") to regulate the performance of its Government contracts. The Manual shall describe, in detail, Contractor's method for competing for and administering Government contracts, and the positions responsible for performing, approving, and reviewing these tasks.

## ADMINISTRATIVE COMPLIANCE AGREEMENT

British Link Kuwait

(2) Contractor management shall review employee compliance with the policies and procedures set forth in the Manual, and consider such compliance when making personnel decisions, including compensation.

e. Training Program.

(1) *Training Plan.* Within 45 days of the effective date of this Agreement, Contractor shall create and implement an ethics and Government contracting training plan.

(2) *Ethics training.* Within 60 days of the effective date of this Agreement, Contractor shall provide all its employees with a copy of the Code. Within 90 days of the effective date of this Agreement, Contractor shall conduct training in business ethics and conduct for personnel directly involved with Government contracts. Formal ethics training will be completed for all remaining personnel as soon as possible, but no later than 31 December 2016. All employees shall sign and date a roster, certifying that they attended training, and received and read a copy of the Code. Contractor shall ensure that newly hired employees receive the training, a copy of the Code, and sign and date a roster certifying that they attended training, and received and read a copy of the Code.

(3) *Government contracting training.* Within 90 days of the effective date of this Agreement, Contractor shall provide employees directly involved with Government contracts specialized training in laws, regulations, and contractor policies and procedures related to Government contracting. These employees shall sign and date a roster certifying that they attended the training, and received and familiarized themselves with the Manual.

(4) *Frequency and certification of training.* Contractor shall conduct and update all ethics and Government contracting training and employee certifications annually. The Ethics Program Director shall maintain all employee certification rosters for ethics and Government contracting training, and make them available to the Army upon request.

(5) *New employees.* Contractor's training plan shall require that, within 60 calendar days of starting employment with Contractor, each new employee attend a training session administered by the Ethics Program Director covering the topics and requiring the certifications described in subparagraphs (2), (3), and (4) above.

(6) *Notice of training.* Contractor will provide the Army a schedule of all ethics and Government contracting training sessions, with the exception of training exclusively for new employees, at least 15 days in advance so that the Army may attend the training.

## ADMINISTRATIVE COMPLIANCE AGREEMENT

British Link Kuwait

### 5. Contractor Reporting Requirements.

a. Deputy General Manager's Quarterly Report. On a quarterly basis, the Deputy General Manager shall submit a written report to the Army describing the measures taken by Contractor during the reporting period to ensure compliance with this Agreement. The reports shall include (1) information required by other Articles and subparagraphs of this Agreement; (2) information about the status of all internal and Government investigations that are pending, resolved, or initiated from Contractor's last reporting period; and (3) indications of any problems or weaknesses identified by the Program, the corrective action proposed or initiated, and the status of any corrective action. The first report will be delivered to the Army **on or before September 30, 2016**, with subsequent reports following each quarter thereafter through **September 30, 2017**, at which point the Army will determine whether less frequent reports are sufficient to accomplish the objectives of this Agreement. To the extent permitted by law, including the Freedom of Information Act, said reports shall be deemed confidential to Contractor and the Army.

b. Misconduct Reporting.

(1) Contractor has established and shall maintain a mechanism by which employees and/or subcontractors may report to the Ethics Program Director suspected incidents of improper conduct, including fraud, waste, and abuse, or violation of the terms of any contract or this Agreement. The reporting mechanism, and the name and address of the Ethics Program Director, shall be prominently displayed in all employees' and subcontractors' work and break areas, and included in all appropriate internal employee and management publications. These notifications shall describe the reporting mechanism's purpose, explain that reports may be made anonymously, and advise that all anonymous reports will be acted upon in the same manner as identifiable reports.

(2) The Ethics Program Director shall maintain a log of all misconduct reporting, to include: date and time of reporting; identity of reporter, if disclosed; summary of allegation or inquiry; and general resolution or referral. The Ethics Program Director shall ensure that each report is adequately investigated and resolved. Investigation reports shall be provided to the Army. Contractor does not waive applicable privileges and immunities, but shall not assert an attorney-client or work product privilege with respect to the reporting log or its contents.

(3) Contractor shall report to the Army, within 30 days of discovery by the Deputy General Manager or Ethics Program Director, any suspected misconduct that the Deputy General Manager or Ethics Program Director has reasonable grounds to believe may constitute a violation of U.S. criminal or civil law. Contractor shall investigate all reports of such misconduct that come to its attention and shall notify the Army of the outcome of such investigations and any potential or actual impact of such misconduct on any aspect of Contractor's business. This requirement is in addition to other

## ADMINISTRATIVE COMPLIANCE AGREEMENT

British Link Kuwait

reporting requirements articulated in this Agreement, as well as any disclosure to any agency Office of the Inspector General and contracting officer (copies of which Contractor shall provide to the Army) that may be required under FAR 52.203-13.

(4) Contractor shall notify the Army, within 30 days of notice, of any of the following events: (a) the initiation of any criminal or civil investigation by any U.S. federal, state, or local government entity involving any allegations of U.S. criminal or civil law violations, or any other serious offenses relating to Contractor's business integrity, if Contractor has reason to believe it is a target or subject of such investigation; (b) service of investigative subpoenas by any such U.S. federal, state, or local government entity, if Contractor has reason to believe that it is a subject or target of the investigation; (c) service of search warrants and/or searches carried out by any U.S. federal, state, or local government entity in any of Contractor's places of business; or (d) initiation of any legal action against Contractor, or any of its members, employees, affiliates, or agents, by any U.S. federal, state, or local government entity alleging violations of any U.S. criminal or civil law or any other action alleging serious offenses relating to Contractor's business integrity. Contractor shall provide to the Army as much information as necessary, consistent with applicable law, privileges, and immunities, to allow the Army to determine the impact of the investigation or legal activity upon Contractor's present responsibility.

**6. Cooperation with Investigations.** Contractor shall cooperate fully with all Government agencies responsible for audits and investigations. In addition, Contractor shall cooperate fully with all Government agencies responsible for actions relating to the stated conduct, circumstances, and representations in the Preamble of this Agreement. Contractor agrees that full cooperation shall be judged by the Army (or, if appropriate, another Government agency) and shall include, at minimum, providing reasonable and timely access to employees, records, documents, electronically-stored information, and other information or evidence to federal law enforcement upon request and without requiring a subpoena. Such full cooperation shall not require Contractor to waive the attorney-client privilege, work product protection, or any other applicable privileges or protections. In addition, Contractor agrees to instruct its current employees and consultants to cooperate with any Government investigation and to provide evidence on behalf of the Government in any criminal or civil proceeding arising out of the investigation(s) described above. This provision shall not be interpreted to require individuals to travel outside their place of domicile. Except as required by the FAR or other applicable law, this provision shall not require Contractor to pay for the costs of travel should an individual agree to travel outside his or her place of domicile in order to cooperate with a Government investigation or to provide evidence in connection with a proceeding. Contractor further agrees to ask and encourage its former employees and consultants to cooperate and to be available to testify on behalf of the Government in any criminal or civil proceeding arising out of the investigation(s) described above. Contractor shall not seek to exclude from evidence any non-privileged information it provides to the Army (or other Government agency) from any forum, including administrative, judicial, or executive.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

**7. Access to Books and Records.** During the term of this Agreement, the Army Procurement Fraud Branch shall have the opportunity to interview Contractor and/or its representative(s) or request written submissions for the purpose of evaluating (a) compliance with the terms of this Agreement; (b) future compliance with federal procurement policies and regulations; and (c) maintenance of the high level of business integrity and honesty required of a Government contractor. To the extent permitted by law, including the Freedom of Information Act, this information shall all be deemed confidential to Contractor and the Army.

**8. Business Relationships with Suspended or Debarred Individuals and Entities.** Within 60 days of the effective date of this Agreement, Contractor agrees to institute a written policy stating that:

(a) Contractor shall not knowingly employ, with or without pay, an individual who is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at minimum, review of the System for Award Management. The policy will further provide that, if any employee is charged with a criminal offense relating to Government contracts or otherwise indicating a lack of business integrity or business honesty, the Contractor will remove that employee immediately from responsibility for, or involvement with, Contractor's business affairs. Contractor shall notify the Army of each such personnel action taken, and the reasons therefore, within 30 days of the action.

(b) In connection with Contractor's business for or with the Government, including its business with entities that in turn do business for or with the Government, Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential business partner. Such reasonable inquiry shall include, at minimum, review of the System for Award Management.

**9. Adverse Actions.** The Contractor avers that adverse actions taken, or to be taken, by Contractor against any employee, other individual, or business entity associated with Contractor arising out of or related to the conduct at issue here were or are solely the result of Contractor's initiatives and decisions, and were or are not the result of any action by, or on behalf of, agents or employees of the United States.

**10. Unallowable Costs.** Contractor agrees that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of Contractor or any current or former employee, affiliate, or agent in connection with: (a) criminal or civil actions arising out of alleged violations described in the Preamble; (b) the proposed debarment and all costs incurred in negotiating, implementing, and abiding by the terms of this Agreement; (c) any investigation conducted as a result of the proposed debarment or this Agreement; or (d)

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

the costs of Contractor's submissions, presentations, reviews by outside consultants and law firms, and appearances before the Army SDO, both in the past and throughout the term of this Agreement, shall be expressly deemed unallowable costs, direct or indirect, for Government contract accounting purposes. Contractor shall separately account for these costs (i) through accounting records to the extent possible; (ii) through memorandum records, including diaries and formal logs, regardless, of whether such records are part of official corporate documentation, where accounting records are not available; and (iii) through good faith itemized estimates, where no other accounting basis is available. However, the costs of all self-governance, compliance, or ethics programs, activities, and offices in existence before the matters described in the Preamble of this Agreement arose, and which are continued by the terms of this Agreement, shall be allowable costs to the extent otherwise permitted by law and regulation.

**11. Present Responsibility.** Contractor's compliance with the terms and conditions of this Agreement shall constitute an element of Contractor's present responsibility for Government contracting. By entering into this Agreement, the Army is not determining that Contractor is presently responsible for any specific Government contract.

**12. Survival of this Agreement.** If, during the term of this Agreement, Contractor establishes new companies or subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army not less than 90 days in advance of such action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new owners request and show good cause why it should not be applicable to their operations. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any debarment proceedings the Army deems to be appropriate should the parties fail to comply with the terms of this Agreement, or engage in such other conduct that is a cause for suspension or debarment.

**13. Breach of Agreement.** If at any point during the term of this Agreement, the Army determines, in its sole discretion, that Contractor has breached a term of this Agreement or failed to meet any requirement of this Agreement, the Army may terminate this Agreement and suspend or initiate proceedings to debar Contractor and its managers, employees, and other agents, as appropriate. The basis of this determination may include any conduct that constitutes a breach of this Agreement. Contractor does not, by this Agreement or otherwise, waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights it may have under the United States Constitution, or other applicable laws or regulations of the United States. The Army agrees that prior to the imposition of sanctions under this Article, Contractor will be notified of the basis of the contemplated action to suspend or initiate proceedings to debar Contractor, and provide Contractor a reasonable period, not to exceed thirty (30) days, to cure the alleged breach or to demonstrate that Contractor is not in breach of the Agreement.

## **ADMINISTRATIVE COMPLIANCE AGREEMENT**

British Link Kuwait

**14. Release.** Contractor releases the United States, its instrumentalities, agents, and employees, in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

**15. Paragraph Headings.** The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

**16. Severability.** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the Army and BLK and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter of this action. This Agreement shall be binding upon, and be enforceable by, the parties hereto and their respective successors and assigns.

**18. Modifications of this Agreement.** Any requirements imposed on Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications shall be made only in writing and upon mutual consent of the parties to this Agreement.

**19. Restriction on Use.** Contractor shall not use any term of this Agreement, the existence of this Agreement, or the termination of Contractor's proposed debarment for any purpose related to the defense or litigation of, or in mitigation of, any criminal, civil, or administrative investigation or proceedings. Notwithstanding this provision, Contractor may share a copy of this Agreement with other Government agencies.

**20. Public Document.** This Agreement, and any related Army administrative actions and notices, is a public document that may be distributed by the Army throughout the Government for official purposes and to other interested parties as required by law.

**21. Truth and Accuracy of Submissions.** Contractor represents that all written materials and other information supplied to the Army directly by Contractor's authorized representatives or through its counsel during the course of discussions with the Army preceding this Agreement are true and accurate in all material respects to the best of Contractor's information and belief. Contractor understands that this Agreement is executed on behalf of the Army in reliance upon the truth, accuracy, and completeness of all such representations.

## ADMINISTRATIVE COMPLIANCE AGREEMENT

British Link Kuwait

**22. Notices.** All submissions required by this Agreement shall be delivered to the following addresses, or such other addresses as the parties may designate in writing.

If to the Army:

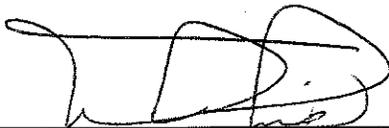
Procurement Fraud Division  
U.S. Army Office of the Judge Advocate General (OTJAG)  
9275 Gunston Road  
Fort Belvoir, Virginia 22060-5546

If to BLK:

Haya A. Al-Neama  
c/o Mr. Grant H. Willis, Esq.  
Jones Day  
51 Louisiana Ave, N.W.  
Washington, D.C. 20001-2113

**23. Authorized Representative.** Haya A. Al-Neama is fully authorized to execute this Agreement and represents that she has authority to bind BLK.

**24. Period of Agreement.** This Agreement shall be effective upon its execution by the Army SDO. The parties intend that the terms and conditions of this Agreement shall continue in force and effect for three years from the effective date absent an extension or earlier termination by the Army SDO. Any decision to extend, or terminate early, the Agreement shall be at the sole discretion of the Army SDO.



HAYA A. AL-NEAMA  
Deputy General Manager,  
British Link Kuwait Group

29 Jun 2016  
DATE



MORTIMER C. SHEA, JR.  
Army Suspension and Debarment  
Official  
U.S. Army

14 July 2016  
DATE

**BLK** | BRITISH LINK KUWAIT (K.S.C.C.)  
الروابط الكويتية البريطانية  
(شركة مسجلة)