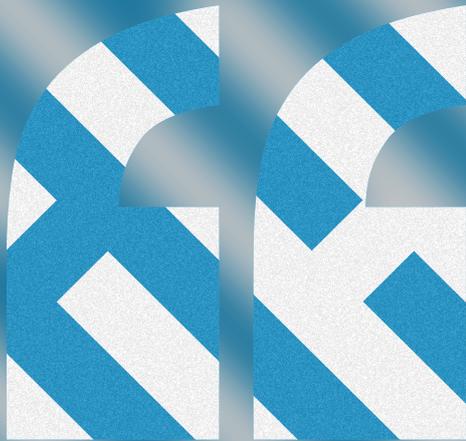


C L I F F O R D

C H A N C E



**PUBLIC
PROCUREMENT,
BREXIT AND BORIS
JOHNSON'S 'BUY
BRITISH' PLEDGE**



— THOUGHT LEADERSHIP

OCTOBER 2019



PUBLIC PROCUREMENT, BREXIT AND BORIS JOHNSON'S 'BUY BRITISH' PLEDGE

In July, when campaigning to lead the Conservative Party, Prime Minister Boris Johnson promised party members that he would “roll back the influence of the state” by changing public procurement rules in order to favour UK companies when bidding for billions of pounds worth of Government work and turbo-charge the advantages of the UK economy. Here we look at how such a “buy British” pledge might be implemented, the effect it may have on British companies bidding for contracts outside the UK under WTO terms and the implications that such a policy might have on the UK agreeing Free Trade Agreements.

Significance of Public Procurement

Mr Johnson believes that scrapping EU laws requiring UK public procurers to open their public procurements to industry from across the EU and beyond will “turbocharge the advantages of the UK economy.”

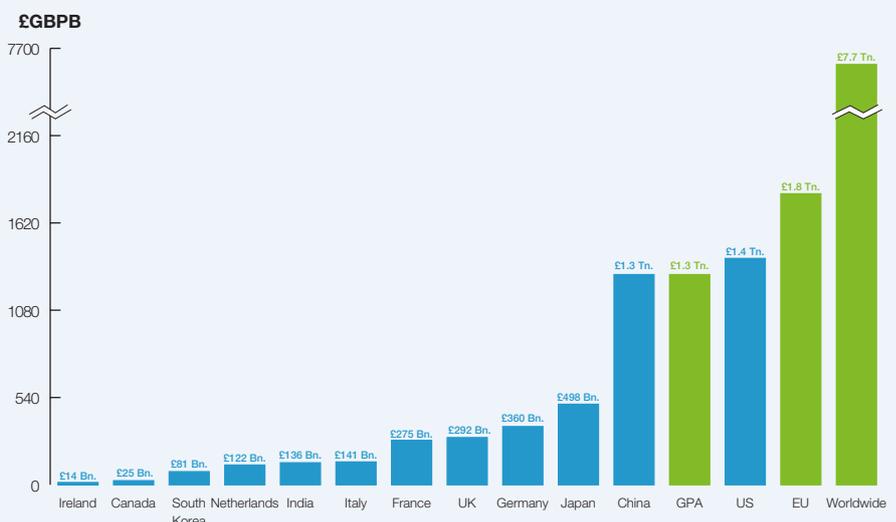
Whilst protectionism has been on the rise globally, it has not featured in any UK Government plans for public procurement following the EU referendum in 2016. Although the UK Government has been keen to protect certain industries such as defence and health, it has otherwise sought to champion free trade globally and push for greater liberalisation of global procurement markets.

Public procurement is a significant global economic activity for governments and industry alike. Governments across the world – whether in developing or advanced economies – rely on external suppliers to fulfil a broad range of public functions. As a result, global spend on public procurement is significant – roughly £7.7 tn each year according to the World Bank – with most governments spending a notable proportion of their total expenditure on it.

Public procurement is an important feature of international trade, with governments trading access rights on an equivalence and reciprocal ‘I’ll give you access to mine, if you give me access to yours’ basis. This has resulted in public procurement

Annual public procurement spend:

The UK, its key trading partners and international public procurement markets



becoming the largest global marketplace and one on which UK industry relies.

The current UK Public Procurement Regime

As a Member State, the UK adopted EU public procurement rules which – amongst other things – require a public procurement process to be advertised and a level playing field for bidders from across the EU and certain other non-EU countries. Any steps taken by a public procurer to favour domestic bidders – intentionally or otherwise – are likely to breach EU public procurement rules unless the public procurement in question falls within one of the tightly defined derogations, or the measures only disadvantage bidders from ‘third countries’ (see page 6).

These rules work on the basis of equivalence and reciprocal access. So, whilst UK public procurement must be open to foreign industry – even when politically undesirable to do so such as contracts of national significance or if the UK stands to suffer irreplaceable economic harm (e.g. job losses or business failures) if domestic companies fail to retain contracts – UK industry benefits from having secured access to a wide range of foreign public procurement.

EU Context and Background

Before we look at the current UK public procurement regime, it is important to understand the background leading up to its creation.

By the mid 1980s, the EU (or EEC as it was then) had become concerned that the level of protectionist public procurement (i.e. public procurement processes designed to favour domestic bidders) across Member States was hampering efforts to create a European Single Market, one of the original objectives of the EEC. Between the late 1980s and early 1990s, the EU intervened by passing a comprehensive package of public procurement legislation that harmonised domestic public procurement regimes across the EU.

Annex A provides a timeline of key public procurement regulatory events relevant to this article.

The so-called ‘EU public procurement laws’ comprise:

- the **EU public procurement directives**, the principal element of the EU public procurement laws, which the UK and other Member States must implement through domestic legislation. The directives contain detailed procedural rules and obligations on designing and administering the public procurement process. The latest EU public procurement directives (EU Procurement Directives), and UK implementing regulations (UK Procurement Regulations), which contain the principal part of EU public procurement laws are set out in Annex B.
- the **principles set out in the Treaty on the Functioning of the European Union** e.g. non discrimination on grounds of nationality, equal treatment, transparency and proportionality (TFEU Principles) which have shaped some of the rules set out in the EU public procurement directives and apply generally as guiding principles;
- the **EU remedies directives**, which require Member States to ensure that aggrieved bidders have effective and timely access to remedies in the event of a breach of the public procurement rules.

These laws are designed to remove protectionist procurement measures such as:

- direct restrictions on foreign bidder access (e.g. rights to exclude on grounds of nationality alone);
- indirect restrictions on foreign bidder access (e.g. limited advertisement, short tender periods or unjustified domestic entry requirements);
- domestic scoring preferences (e.g. awarding higher scores to domestic bidders simply because of their nationality or if they propose using domestically manufactured or produced goods);
- localisation requirements (e.g. requiring the use of domestically manufactured or produced goods);
- removing or restricting remedies available to aggrieved foreign bidders.



The EU Procurement Directives contain a mix of 'positive' obligations (e.g. advertising contract opportunities in the Official Journal of the European Union and holding open competitions using one of the predefined 'award procedures') and 'negative' obligations (e.g. an obligation not to discriminate on grounds of nationality or treat bidders unequally) which flow from the TFEU Principles. They do not apply to contracts below certain thresholds (see Annex B). The EU has, largely, left it to each Member State to determine the rules governing the procurement of below-threshold contracts. However, any below-threshold contract of cross-border interest (i.e. of interest both to bidders located domestically and in another Member State) is still subject to the TFEU Principles – regardless of value – and any protectionist procurement measures would generally breach the non-discrimination principle.

During the same period, other countries and regions began liberalising their public procurement markets with the EU through various international agreements.

Current UK public procurement laws

There have been several waves of EU public procurement law reforms since the EU's initial intervention three decades ago, as highlight in Annex A. The current laws apply to a wide range of UK public bodies – central government departments (including their arm's length bodies), local authorities, NHS bodies and anyone else that is largely controlled or financed by the State such as universities and registered social landlords – as well as certain public utility operators from the water, energy,¹ transport and postal services sectors.

Exemptions

There are a limited numbers of exemptions from public procurement rules, which are narrowly defined and interpreted strictly. Examples include certain public-to-public arrangements; defence or security contracts; or unique circumstances such as extreme urgency. Depending on the

circumstances, one of the exemptions might conceivably provide scope for lawfully restricting foreign access or implementing other protectionist measures. However the circumstances in which this would be permitted are both limited and exceptional and therefore do not provide a meaningful way of achieving the Prime Minister's pledge.

Remedies

EU public procurement laws also require Member States to provide aggrieved bidders with access to an array of remedies including damages, injunctions and "ineffectiveness" (contract cancellation) in the event of a public procurement error. Remedies are enforceable against the public procurer through domestic courts and, from the perspective of the European Commission, have proven to be "effective as a deterrent to non-compliant behaviour in the area of public procurement."

Non-Member State Countries

EU public procurement laws extend access rights and remedies to industry from non-Member State countries that have agreed to provide access to their public procurements (Non-Member State Countries).

The UK must currently afford industry from Non-Member State Countries with the same level of treatment and remedies that are afforded to UK and EU industry under EU public procurement rules. This obligation is conditioned on equivalence and reciprocity and will not apply where the public procurement in question falls outside the scope of the agreement between the EU and the Non-Member State Country in question. A foreign company bidding for unregulated procurements would be treated as if it were from a third country (see below).

UK industry benefit from having access to Non-Member State Country public procurement on the same basis i.e. to

¹ The EU has granted the UK exemptions in relation to power generation and energy supply and the exploration for and exploitation of oil and gas.

the extent that the public procurement in question is covered by the relevant agreement.

Parties to the WTO's Government Procurement Agreement (GPA)

The principal agreement is the GPA, which operates within the framework of the WTO. At the date of this article, there are 20 GPA members: Armenia, Australia, Canada, EU, Hong Kong (China), Iceland, Israel, Japan, Liechtenstein, Montenegro, Netherlands (with respect to Aruba), New Zealand, Norway, Republic of Korea, Republic of Moldova, Singapore, Switzerland, Chinese Taipei, Ukraine and the US.

The GPA is a lighter touch version of the EU public procurement rules. It follows the same basic framework in terms of obligations to open public procurements to companies from across the membership base, restrictions on favouring domestic companies, and providing aggrieved bidders with remedies. However, the procedural rules are less prescriptive and remedies are less stringent (e.g. no standstill provisions, automatic suspension, ineffectiveness/contract cancellation, and damages can be limited to bid costs only). Furthermore, the GPA does not automatically apply in full to each member. Instead, each WTO member accedes to the GPA by proposing a 'coverage offer' – which specifies the extent to which the GPA covers its domestic public procurements – for discussion and approval by other GPA members. The four core areas of GPA coverage that members can limit are:

- the types of entities covered;
- the types of goods, services and works covered;
- thresholds;
- general exceptions.

GPA members are free to determine the rules that apply to public procurements that are not regulated by the GPA. This provides GPA members with the option to introduce protectionist measures on unregulated public procurements. For example, the EU is dissatisfied with the level of access offered by the US, remarking that “very limited state-level public procurement has been liberalised by the US under the GPA agreement, so that the US can still favour at the local level US producers and US goods, and foreign firms are excluded from bidding for a contract. Moreover, new restrictions have been put in place on access to state projects financed by federal funds, but conducted at state and local level (for example, the FAST Act, which gives the US federal government up to \$305 billion in funding to finance state and local-level projects to improve the US transportation system).”

Article IV of the GPA includes a “most favoured nation” provision. This means that regulated procurements of one GPA member must be open to all other GPA members on an equal basis. But it does not preclude GPA members from separately agreeing different levels of access or treatment on unregulated public procurements, which has enabled the EU to pursue more favourable access terms with other GPA members with varying degrees of success.²

Signatories of EU regional or bilateral agreements that include public procurement obligations

Equivalent and reciprocal public procurement access obligations appear in various agreements with EU neighbours (e.g. the European Economic Area Agreement with EFTA countries and Association Agreements with countries such as the western Balkans) and further afield (e.g. Free Trade Agreements with Canada, Mexico and Chile).

² The EU has successfully concluded enhanced access provisions with GPA members such as Canada. According to the EU, the Comprehensive Economic and Trade Agreement between the EU and Canada (CETA) ensures that the extent of Canadian public procurement open to EU industry is “well beyond what Canada has offered in the GPA.” Whereas, as explained further below, the EU has been less successful in expanding US public procurement access.

Like the GPA, the extent and coverage of access (e.g. types of entities or goods, services or works covered) varies according to each agreement.

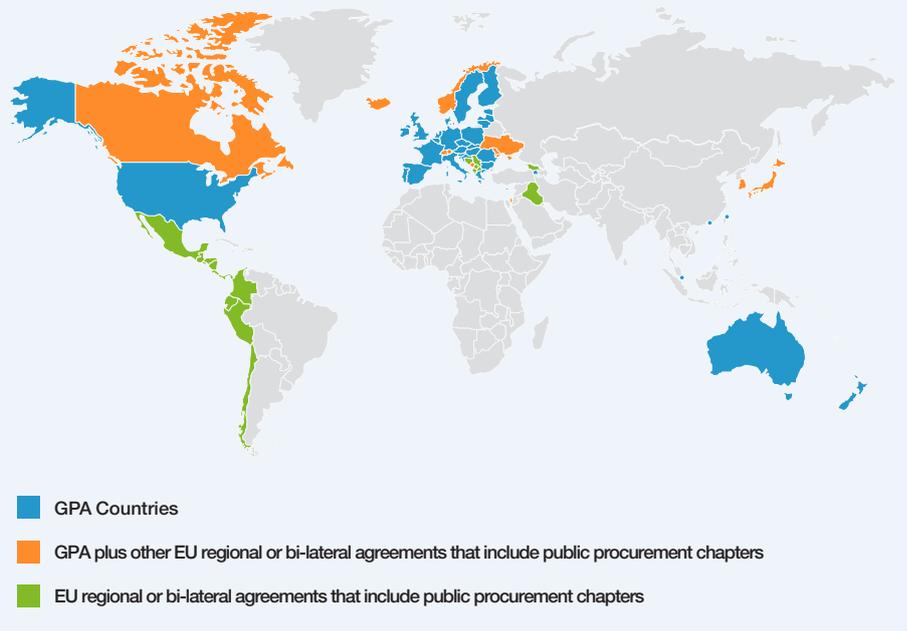
Third Countries

EU public procurement laws do not extend to bidders from other countries that are not party to one of the other reciprocal arrangements set out above (Third Countries). These bidders have no secured access rights to UK or EU public

procurement and can be excluded or subject to other protectionist procurement measures. UK industry face the same restriction in respect of the public procurements of Third Countries.

A number of the UK's key trading partners include Third Countries (e.g. China, India, Russia and Turkey).

Global Public Procurement Markets
UK Perspective (September 2019)



The impact of Brexit on the current UK Public Procurement Regime – Day One

As we explore later in this article, leaving the EU provides the UK with the freedom to set its own public procurement rules. However, in the short term at least, the current regime is set to remain “broadly unchanged” – whether the UK leaves the EU with or without a deal – with any real reforms coming months (probably years) after Brexit.

This section explains how the current regime will transition on day one of Brexit in either scenario. The plans were designed during Theresa May’s Government in the build-up to the original March 2019 EU exit date, and have not been altered during the extension period. It remains to be seen whether Boris Johnson’s Government takes a different approach – as has happened with other aspects of Brexit (e.g. the position on the Irish backstop or proroguing Parliament). On the one hand, the “no deal” measures put in train under Theresa May are by no means interim and, once in place, might make it more challenging to reform the public procurement regime in a manner that achieves Boris Johnson’s pledge in a meaningful manner. But changing course now, with less than two months remaining before the UK is due to leave, could bring disruption and uncertainty on day one of a “no deal.”

We have assumed for the purposes of this article that public procurement plans for day one will remain unchanged.

Deal

In the event of a deal, the terms of any Withdrawal Agreement (WA) will apply. We expect any WA to include the same uncontroversial public procurement provisions³ set out in the [draft WA](#) approved by UK and EU negotiators but rejected by the UK Parliament. In effect, the UK will be treated as an interim EU Member State and the UK will continue to be covered by the GPA and other EU

international agreements. Therefore, the same mutual access obligations under existing EU public procurement laws will continue to apply to the UK throughout the duration of the implementation/transition period. The WA also includes technical provisions addressing uncertainty over the treatment of UK public procurement processes that continue after the implementation/transition period ends.

The European Union (Withdrawal) Act 2018 (the Act) removes the EU’s overriding role in the UK public procurement regime and reimports (or ‘onshores’) the current EU law-based public procurement regime (e.g. UK Procurement Regulations) back into UK law unamended. This means that the current black and white rules on public procurement will effectively be the same on day one.

No Deal

If the UK leaves without a deal, the UK ceases both to be a Member State and covered by the GPA and other EU international agreements covering public procurement. Without any international agreements on public procurement of its own in place after leaving the EU, the UK would become a Third Country, and UK companies would lose secured access to foreign public procurements on day one of a “no deal” Brexit.

The UK Government took steps to avoid this cliff edge “no deal” scenario ahead of the original March 2019 EU exit date by applying to join the GPA in its own right. The UK launched GPA accession negotiations in June 2018, and GPA members formally approved the UK’s coverage offer in February 2019. All that remains is for the UK to deposit the instrument of accession with the WTO. The accession rules mean that it could take up to 30 days after exit day before the UK officially becomes a GPA member and UK industry could lose secured access during this period.

³ Public procurement is covered in Articles 75-78 of the current draft WA.

The UK's GPA 'coverage offer' substantially replicates the EU's current coverage offer to other GPA members, which is slightly narrower than the extent of public procurement covered by EU public procurement rules. The key differences are:

- no coverage of below-threshold contracts;
- more limited coverage of public utilities (e.g. water sector not covered);
- no coverage in respect of certain defence contracts;
- no coverage of service concessions, although the position on concessions is unclear generally and subject to ongoing discussions;
- more limited coverage of services. For example, a range of services – deemed unlikely to be of cross-border interest – are not covered. These include legal services; health and social services; education and vocational health service; recreational, cultural and sporting services; and hotel and restaurant services.

This means that the extent of UK public procurement currently open to non-EU GPA members will remain substantially the same, but there will be a slight narrowing in respect of UK public procurement that are currently open to EU Member States under EU public procurement laws. Therefore, it could be argued that joining the GPA in a "no deal" scenario increases scope for protectionist procurement measures since more UK public procurement will fall outside the scope of public procurement laws. However, in our view, the extent of 'unregulated' public procurement would increase only marginally, under the current UK coverage offer, and any additional scope to favour domestic companies will be relatively immaterial.

The GPA is only an agreement on public procurement. It does not have the effect of removing other potential trade barriers (e.g. tariffs and restrictions on setting up

subsidiaries) that might arise in the event of a no deal Brexit and that could inhibit UK industry access to, or make them less competitive when participating in, non-UK GPA public procurements.

The UK is also working on new international agreements to replace the other international agreements entered into by the EU that will cease to apply to the UK in a "no deal" scenario. These new UK trade agreements will replicate existing EU agreements on a like-for-like basis, including any equivalent and reciprocal access provisions on public procurement.

GPA membership and the UK trade agreements will maintain secured access for UK industry to foreign public procurement in a "no deal" scenario. As the agreements work on the basis of equivalence and reciprocal access, UK public procurement will also have to be open to companies from GPA countries or signatories of UK trade agreements.

The UK is entering into the GPA and other international agreements on an indefinite basis, which means they may have to be renegotiated or even terminated if the UK wishes to diverge from the level of coverage as part of future public procurement reforms.

The Act will operate in a similar manner to an "EU deal" scenario. It removes the EU's overriding role in the UK public procurement regime and, reimports the current public procurement regime (e.g. UK Public Procurement Regulations) back into UK law. The main difference, however, is that the UK Procurement Regulations will be amended by the Public Procurement (Amendment etc.) (EU Exit) (No 1 and 2) Regulations 2019. However, the changes are minimal and focus on correcting deficiencies arising as a result of the UK's new independent status (e.g. removing 'ambulatory' references to the EU and requiring procurers to use the new UK e-notification service rather than the Official Journal of the European Union).

Longer term options: a possible route to a “Buy British” Procurement Regime

The UK has no effective control over its domestic public procurement rules or power to lift existing restrictions on protectionism for as long as it remains bound by EU public procurement rules. Leaving the EU provides the UK with the freedom to set its own public procurement rules. But introducing protectionist measures comes with trade-offs, and creates challenging policy questions for the UK Government.

This section explores a possible blueprint for creating a protectionist UK public procurement regime and the likely trade-offs.

The first step in reforming existing public procurement laws that will achieve the new Prime Minister’s pledge in a meaningful manner is to leave the EU:

1. without a deal; or
2. with a deal but removing or restricting any future public procurement commitments in the political declaration and disapplying EU public procurement rules upon the expiry of any implementation/transition period.

The second step is to choose one of the following models.

GPA

The GPA provides the UK with the potential to achieve the Prime Minister’s pledge.

The selective nature of its coverage means that members can choose to carve out certain types of public procurements, which can then be subjected to protectionist measures. However, the extent to which parties can limit coverage, and therefore legally introduce procurement protectionist measures, is significantly constrained by the requirement to seek approval from other GPA members.

Under the terms of the UK’s current coverage offer, the UK only slightly narrows the extent of UK public procurement covered by the GPA rules, meaning that the ability for the UK to introduce protective procurement measures will be virtually as restricted as it currently is as an EU member.

The UK could, however, seek to limit the application of the GPA at a later date using the modification process set out in [Article XIX of the revised GPA](#).

The GPA rules on mutual access do not apply to non-GPA countries. Therefore, under a GPA model, the UK could create a two-tier system where the UK agrees to provide broad mutual access to GPA members but reduced access to other countries. This would require changes to some of the trade agreements already agreed by the UK and other signatories. (e.g. the UK and Chile Association Agreement).

No UK international agreements on public procurement

The UK could opt for the blank canvas approach and proceed without any international agreements on public procurements (GPA or otherwise). This would provide the UK with full discretion to design its own public procurement laws and implement protectionist procurement measures. For example, the UK could close off all UK public procurement to foreign industry or creating its own international regulatory regime – with certain trading partners – that provides greater scope to implement protectionist measures than is available under the GPA.

It appears possible, from a legal perspective at least, for the UK to withdraw from the GPA accession process it has currently commenced, or from any of the international agreements that the UK has entered into to date with non-GPA countries.

Trade-offs

Either model involves a number of likely trade-offs.

“‘Hard Brexit’, ie no trade agreement of any kind combined with loss of WTO GPA membership, would imply loss of access to EU and worldwide procurement markets, for services but also for goods and works. This would likely have a major impact both on the UK public sector and in its business community, particularly that reliant on cross-border direct and indirect procurement-related trade.”

– Albert Sanchez-Graells,
Professor of Economic Law
at University of Bristol
Law School

Limiting UK access to foreign public procurement

Access to public procurement markets operates on an equivalent and reciprocal basis. Legalising protectionist procurement measures has the effect of reducing the UK's access offer and could see other countries imposing retaliatory measures. This could have economic ramifications for UK industry reliant on foreign public procurements whether as lead bidder or part of another bidder's supply chain or consortium.

The exact impact will depend on the nature and extent of the UK's proposed measures and responses by other countries.

In particular, if the UK Government chooses to close off all UK public procurement to foreign bidders, UK industry – including UK subsidiaries or suppliers based in other countries – could lose secured access to all GPA public procurements worth approximately £1.3 trillion per year, of which “UK wins” are estimated to be worth £1 billion to £1.4 billion according to the UK Government, as well as non-GPA public procurement markets currently open to UK industry through EU agreements. But in return, UK industry would have exclusive access to a UK public procurement market valued at £292 billion per annum.⁴ EU data⁵ indicate that – between 2009 and 2015 – 2.5% (£7.3 billion) of UK public procurement was awarded to foreign bidders located abroad and 22.3% (£65.1 billion) was awarded to UK based bidders that are subsidiaries of foreign companies. This suggests that a move to close UK public procurements could result in a substantial increase in the value of UK public procurement awarded to UK bidders.

The UK Government will need to balance the economic benefits of increasing domestic wins for UK industry against the lost opportunities abroad.

Creating roadblocks in future free trade negotiations

Most of the UK's main trading partners – current and future – enjoy and probably expect mutual access on public procurements (e.g. EU, US, Canada, Australia, Japan and Singapore). Removing or reducing access might weaken the UK's negotiating position when looking to conclude new, or vary agreed, UK trade agreements.

In particular, public procurement is one of several areas that stalled negotiations on the EU-US free trade agreement ('Transatlantic Trade and Investment Partnership' or 'TTIP'). As explained above, the EU is dissatisfied with the level of disparity between the two markets and has been clear that opening up US public procurement markets is one of the EU's main priorities in TTIP negotiations. But progress has been limited with the EU's chief negotiator commenting that “the current US offer in the area of public procurement was well below the EU's expectations and that improvement was needed in order to reach the end deal.” There have been no new negotiation rounds on TTIP since 2017.

Reducing competition

Reducing competition can negatively affect the public procurer and, ultimately, the tax payer. As per the UK Government's published Outsourcing Playbook, which was published in February 2019: “Healthy, competitive markets matter because they support our ability to achieve value for money for taxpayers.” Reducing competition and choice could result in higher cost solutions or unhealthy markets resulting in the UK Government becoming dependent on a limited number of suppliers which, as demonstrated by the collapse of Carillion, increases the risk of significant public service disruption and cost to the taxpayer.

⁴ Based on UK Government spending for 2018/2019 set out HMT's 2019 PESA estimates with 'gross current procurement' and 'gross capital procurement' added together.

⁵ The data relate to public procurements awarded under EU public procurement laws, not the GPA. The data only capture public procurement valued between £1k and £200m which means most major UK public procurements (e.g. HS2, Crossrail, New Nuclear or Thames Tideway) would not be captured even if they were procured during the study period (2009-2015).

Final Thoughts

Whilst the pledge is achievable from a legal perspective, a number of difficult questions await policymakers over the cost/benefit of introducing protectionist procurement measures should the Prime Minister and Government wish to turn it into official UK policy.

In our view, helping UK industry to win more UK public procurement can be achieved through investment and support, and without trade-offs or needing to change existing laws. In fact, the UK Government already has in place a number of policies that have the potential to help. For example, the [Industrial Strategy](#) published in November 2017 outlines a number of initiatives and plans that could augment UK tender prospects and enhance their competitiveness over foreign rivals. For example, overcoming '[Grand Challenges](#)' such as putting the UK at the forefront of the 'AI and data revolution' or ensuring that the UK becomes a world leader in shaping the 'future of mobility', could drive efficiencies in how companies deliver goods, services or works which could

boost quality and price advantages. Focusing on '[Foundations](#)' such as improving the skills and capabilities of the UK workforce (e.g. through apprenticeships, training and education) can assist in the same way. UK industry should also benefit from the [Outsourcing Playbook](#) and the UK Government's renewed focus on creating healthier and more sustainable UK markets. More public contracts that are let on an economically sustainable basis and where, for example, UK industry is not exposed to unreasonable risks, should increase their competitiveness.

Providing UK industry with access to a clearer pipeline of work, or working with it to enhance tendering skills (e.g. procurement bootcamps/training), could boost the performance of UK bidders without necessarily falling foul of existing laws.

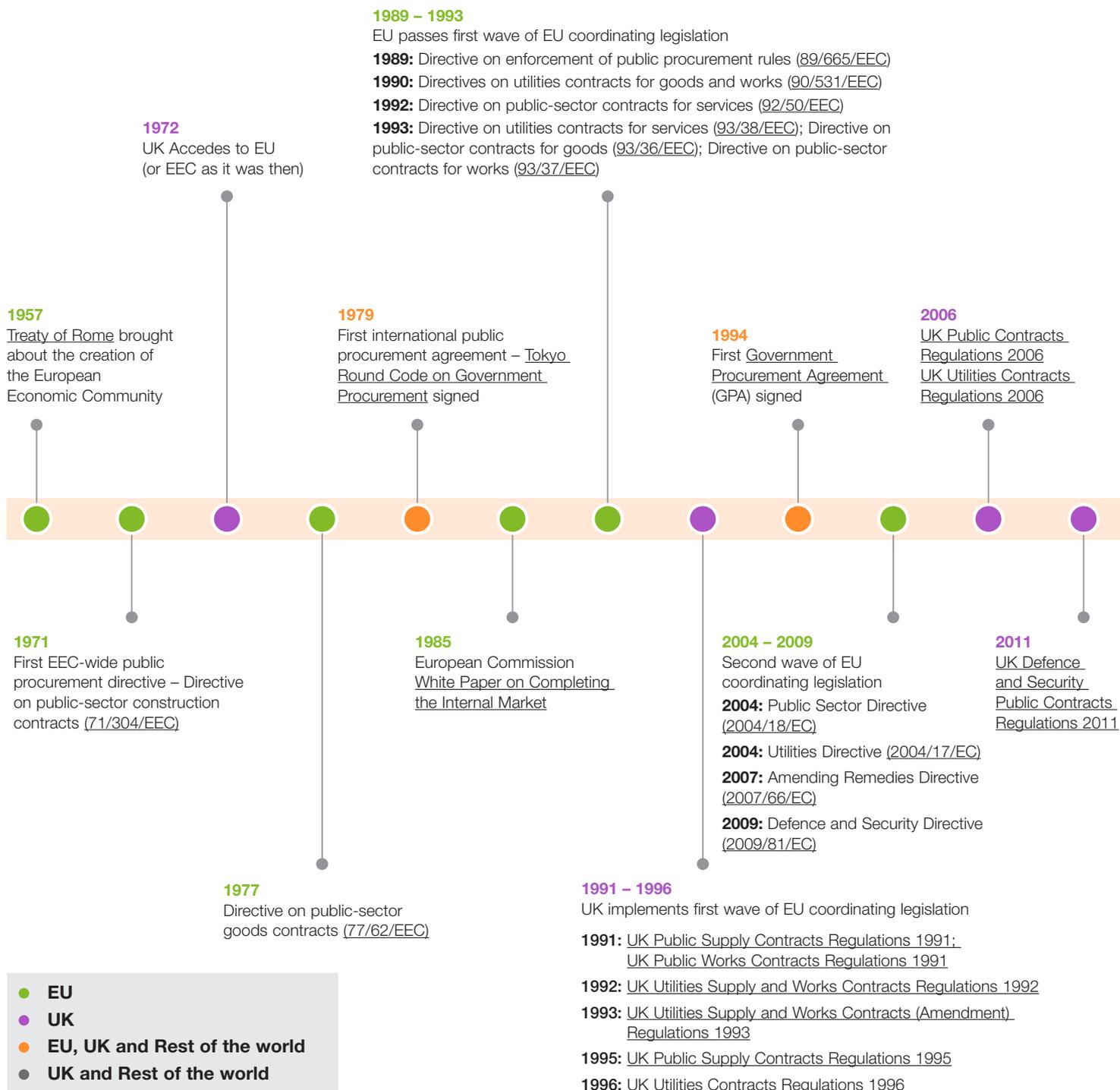
These measures not only have the effect of making UK industry more competitive in UK public procurement, but also in foreign public procurement.

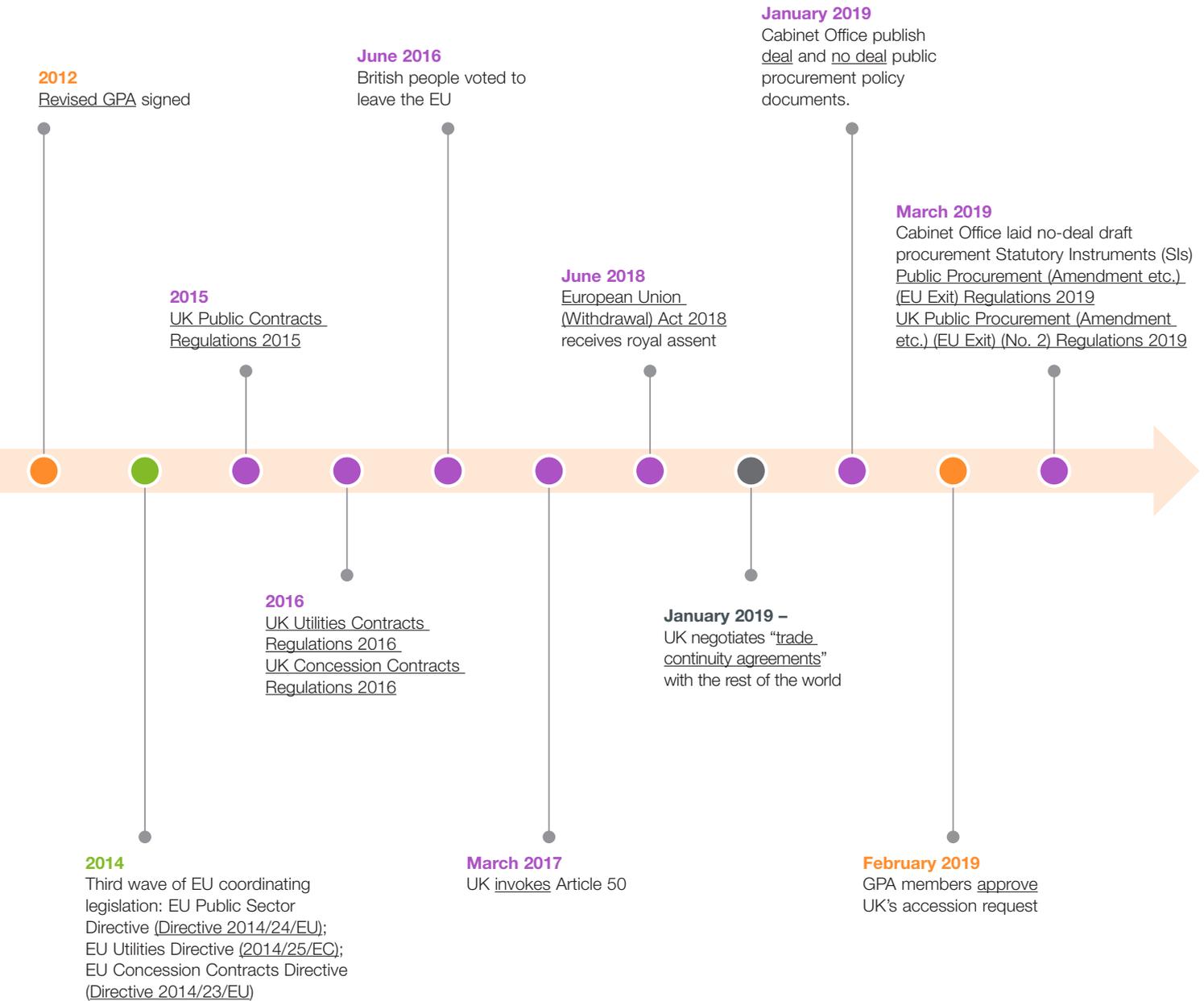
“Maintaining access to European public procurement markets by avoiding significant divergence from existing EU rules and retaining membership of the GPA is critical to ensure UK firms to continue benefitting from a marketplace worth around £1.8 trillion per year. There are also significant untapped opportunities to tackle the current challenges faced by UK public service providers which are unrelated to the EU's legal frameworks, and government should focus its efforts on seizing these, rather than regulatory change”

– Tom Thackray, Director of Infrastructure and Energy at the Confederation of British Industry

Annex A

Timeline of Key EU Public Procurement Law events





Annex B

EU Procurement Directives and UK Procurement Regulations currently in force

EU Public Procurement Directives ('EU Procurement Directives')	UK Public Procurement Regulations ('UK Procurement Regulations')
Directive 2014/24: the award of contracts by public bodies	Public Contracts Regulations 2015
Directive 2014/25: the award of contracts by certain public utilities	Utilities Contracts Regulations 2016
Directive 2014/23: the award of concession contracts both public bodies and certain public utilities (the Concessions Directive)	Concession Contracts Regulations 2016
Directive 2009/81: award of contracts in the fields of defence and security	Defence and Security Public Contracts Regulations 2011

Thresholds

	Supplies	Services	Social and other specified services	Works and concession contracts
Central Government	€135,000	€135,000	€750,000	€5,225,000
	£118,113	£118,113	£615,278	£4,551,413
Wider Public Sector	€209,000	€209,000	€750,000	€5,225,000
	£181,302	£181,302	£615,278	£4,551,413
Public utilities	€418,000	€418,000	€1,000,000	€5,225,000
	£363,424	£363,424	£820,370	£4,551,413

CONTACTS



Andrew Dean
Director of Public Law
London

T: +44 20 7006 3274
E: andrew.dean@cliffordchance.com



Jessica Gladstone
Partner
London

T: +44 20 7006 5953
E: jessica.gladstone@cliffordchance.com



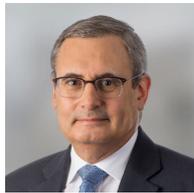
Michael Rueter
Senior Associate
London

T: +44 20 7006 2855
E: michael.rueter@cliffordchance.com



Phillip Souta
Head of UK
Public Policy
London

T: +44 20 7006 1097
E: phillip.souta@cliffordchance.com



Alex Noury
Partner
London

T: +44 20 7006 8001
E: alex.noury@cliffordchance.com



Elizabeth Morony
Partner
London

T: +44 20 7006 8128
E: elizabeth.morony@cliffordchance.com



André Duminy
Partner
London

T: +44 20 7006 8121
E: andre.duminy@cliffordchance.com



Michael Pearson
Partner
London

T: +44 20 7006 4753
E: michael.pearson@cliffordchance.com

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C H A N C E

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