

Competition Commission Acceptance of Interim Undertakings

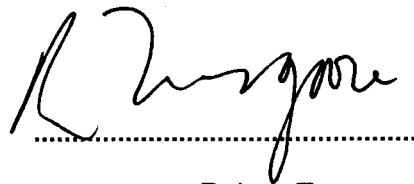
IN THE MATTER of a reference to the Competition Commission dated 26 October 2005 concerning the acquisition by HJ Heinz Company and HJ Heinz Company Limited of HP Foods Limited, HP Foods Holdings Limited and HP Foods International Limited.

Whereas on 26 October 2005 the Office of Fair Trading, in exercise of its duty under section 22 of the Enterprise Act 2002 ('the Act') referred to the Competition Commission ('the CC') the completed acquisition by HJ Heinz Company and HJ Heinz Company Limited of HP Foods Limited, HP Foods Holdings Limited and HP Foods International Limited:

And whereas HJ Heinz Company and HJ Heinz Company Limited have agreed to give undertakings to the CC under section 80 of the Act for the purpose of preventing pre-emptive action, to ensure that no action is taken which might prejudice the reference or impede the taking of any action by the CC under Part 3 of the Act which may be justified by the CC's decisions on the reference:

Now the CC pursuant to section 80(2) of the Act hereby accepts the undertakings, a copy of which is set out in the attached Annex below, and accordingly the undertakings come into force in accordance with section 80(5) of the Act:

Signed by authority of the CC



Robert Turgoose
Group Chair
13 December 2005

ANNEX

COMPLETED ACQUISITION BY HJ HEINZ COMPANY AND HJ HEINZ COMPANY LIMITED OF HP FOODS LIMITED, HP FOODS HOLDINGS LIMITED AND HP FOODS INTERNATIONAL LIMITED

UNDERTAKINGS GIVEN BY HJ HEINZ COMPANY LIMITED AND HJ HEINZ COMPANY TO THE COMPETITION COMMISSION PURSUANT TO SECTION 80 OF THE ENTERPRISE ACT 2002

Whereas, on 26 October 2005, the OFT made the reference to the CC under section 22 of the Act concerning the completed acquisition by HJ Heinz Company Limited and HJ Heinz Company of HP Foods Limited, HP Foods Holdings Limited and HP Foods International Limited:

And whereas the CC wishes to ensure that no action is taken pending final determination of the reference which might prejudice that reference or impede the taking of any action by the CC under Part 3 of the Act which might be justified by the CC's decisions on the reference:

And whereas the reference has not been finally determined in accordance with section 79(1) of the Act:

Now HEINZ hereby gives to the CC the following undertakings pursuant to section 80 of the Act for the purpose of preventing pre-emptive action.

Management of the HP business until determination of proceedings

1. Except with the prior written consent of the CC, HEINZ undertakes that it will not during the specified period take any action which might prejudice the reference concerned or impede the taking of any action under the Act by the CC or other party which may be justified by the CC's decisions on the reference, including any action which might:
 - (a) lead to the integration of the HP business with the HEINZ business;
 - (b) transfer the ownership or control of the HP business or any of its subsidiaries; or
 - (c) otherwise impair the ability of the HP business to compete independently in any of the markets affected by the acquisition.
2. Further and without prejudice to the generality of paragraph 1, HEINZ will at all times during the specified period, procure that except with the prior written consent of the CC:
 - (a) the HP business is maintained as a going concern and sufficient resources are made available for the development of the HP business, on the basis of its pre-merger business plans;

- (b) with the exception of the Common Services Provisions, the HP business is carried on separately from the HEINZ business and the HP business' separate sales or brand identity is maintained;
- (c) any references to the HP business' brand and products will be removed from HEINZ's promotional material and any promotional references to the HP business' brand and product will be removed from HEINZ's website(s) as soon as practically possible and in any event within 48 hours of the acceptance of these undertakings;
- (d) except for in the ordinary course of business, the nature, description, range and quality of any goods and/or services currently supplied in the United Kingdom by the HP business is maintained and preserved;
- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) the assets of the HP business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the HP business are disposed of; and
 - (iii) no interest in the assets of the HP business is created or disposed of;
- (f) the customer lists of HEINZ and the HP business shall be operated and updated separately and any negotiations with HP business customers in relation to the HP business will be carried out by the HP business alone and for the avoidance of doubt HEINZ will not negotiate on behalf of the HP business or enter into any joint agreements with the HP business and such HP business customers;
- (g) existing contracts of substantial importance continue to be serviced by the business to which they were awarded;
- (h) HP will as soon as practically possible after the date of acceptance of these undertakings (and in any event within [X] working days after the acceptance of these undertakings) offer to extend the Trademark Licence Agreement between HP and Premier Foods PLC dated 22 March 1996 to them [X] until final determination of this reference [X];
- (i) with the exception of the Common Services Provisions, there is no integration of the information technology of HEINZ and the HP business, the software and hardware platforms of the HP business shall remain essentially unchanged, except for routine changes and maintenance, and the information technology systems of both the businesses will be configured such as to prevent any unauthorised access by either business to any information held by the other;
- (j) with the exception of the Common Services Provisions or in the ordinary course of business, no changes are made to the key staff or organisational structure of the HP business or to the management responsibilities within the HP business;
- (k) no key staff are transferred or seconded between the two businesses;

- (l) all reasonable steps are taken to encourage all key staff to remain with the HP business;
- (m) on the basis of the Common Services Provision as it relates to human resources services, HEINZ will use its best endeavours to find a suitable candidate for the post of HP Foods Ltd Chief Financial Officer within HP or, if a suitable candidate can not be found within HP, HEINZ will use its best endeavours to recruit a Chief Financial Officer externally;
- (n) except as provided in paragraph 3 below, no Confidential Information, shall pass, directly or indirectly, from the HP business (or any of its employees, directors, agents, secondees or affiliates) to the HEINZ business (or any of its employees, directors, agents, secondees or affiliates), or *vice versa*, and if such Confidential Information has already passed directly or indirectly to the HEINZ business prior to the giving of these undertakings:
 - (i) it should not be passed directly or indirectly to any employees, directors, or affiliates of the HEINZ business that do not have possession of such Confidential Information; and
 - (ii) it should not be used directly or indirectly by the HEINZ business to obtain customers.
 - (iii) HEINZ will use its best endeavours to ensure that any records or copies (electronic or otherwise) of such information wherever they may be held, except for (a) documents or records (electronic or otherwise) created by HEINZ in which such information has been incorporated and in which the Confidential Information forms a part only; or (b) documents and records that are required by any applicable law or by any judicial body to be retained; or (c) documents or records produced by HEINZ's advisors or consultants, are either returned to HP, destroyed as soon as practicable and in any case within 10 days of the acceptance of these undertakings or (in the case of information received by HEINZ in the course of the due diligence process leading up to the acquisition of HP) deposited with HEINZ's legal advisers and accessed only in the event of a breach of warranty claim by HEINZ.
 - (iv) [X]

3. Notwithstanding the undertakings set out above, the following Confidential Information flow is permitted:

- Confidential Information flows between the individuals listed in Appendix 4 arising from the HP business obligation to report to Heinz World Headquarters.
- Confidential Information flows between the individuals listed in Appendix 4 necessary to comply with regulatory obligations.
- Confidential Information flows between the individuals listed in Appendix 4 necessary for the Common Services Provisions.

- Confidential Information flows between the HP business and HEINZ's in-house counsel necessary for and limited to the coordination of HEINZ's proceedings with the CC.

HEINZ will ensure that all employees, directors, agents, secondees or affiliates processing permitted flows of Confidential Information, or who otherwise have access to commercially sensitive information relating to the HP business, are aware of the terms of these undertakings and the consequences of breach.

- (a) Permitted flows of Confidential Information, including those arising from Common Services Provisions, relating to the HP businesses shall only be used in accordance with the purpose of the permitted information flow and shall be held separate and in the event that the CC concludes that any assets of the HP business should be divested all copies of such Confidential Information shall be returned to the HP business and/or destroyed.
- (b) Any employees, directors, agents, secondees or affiliates processing permitted information flows will not disclose Confidential Information further. HEINZ will procure that all persons processing permitted information flows sign a confidentiality agreement, copy attached in Appendix 1.1 to these Undertakings, except for Directors of the Board of HJ Heinz Company and Members of HJ Heinz Company's Office of the Chairman unless listed in Appendix 4. HEINZ shall further ensure that the confidentiality agreements entered into by any such employees, directors, agents, secondees or affiliates shall be enforced.
- (c) Any employees, directors, agents, secondees or affiliates transferred or seconded between the two businesses before the date of these undertakings will not disclose Confidential Information of the type described in paragraph 3(a). HEINZ will procure that all persons already transferred or seconded between HEINZ and the HP business sign a confidentiality agreement, copy attached in Appendix 1.2 to these Undertakings. HEINZ shall further ensure that the confidentiality agreements entered into by any such employees, directors, agents, secondees or affiliates shall be enforced.

Compliance

4. HEINZ shall procure that each of its subsidiaries complies with these undertakings as if it had given them.
5. HEINZ shall forthwith provide to the OFT and the CC such information or statement of compliance as either of them may from time to time require for the purposes of monitoring compliance by HEINZ and its subsidiaries with these undertakings. In particular, on the 22nd of December 2005 and subsequently on the 15th of each month, (or, where the 15th does not fall on a working day, the first working day thereafter) HEINZ shall provide a monthly statement to the CC confirming compliance with these undertakings in the form set out in Appendix 2 to these Undertakings signed by the following individuals:

- [X]
6. HEINZ will assign the responsibility for monitoring and ensuring compliance with these undertakings to [X] of HEINZ (the compliance officer). Seven employees or directors will report to the compliance officer on the operation of the Undertakings and matters required for the monthly report provided for in paragraph 5 of these undertakings. A list of HEINZ people with access to commercially sensitive information relating to the HP business and details of reporting lines is attached in Appendix 4 to these undertakings.
 7. At all times, HEINZ will actively keep the CC informed of any material developments relating to the HP business which includes but is not limited to:
 - (a) details of all key staff who leave or join the HP business;
 - (b) any HP business plant breakdowns which have halted production for more than 24 hours or changes in the HP business' production arrangements which have affected the working pattern of more than five HP business employees;
 - (c) all substantial customer volumes won or lost by the HP business including any substantial changes in customers' demand; and
 - (d) substantial changes in the HP business contractual arrangements with key suppliers.
 8. HEINZ shall procure that the HP business shall provide a monthly report to the CC in the form set out in Appendix 3 to these Undertakings or such other information as may from time to time be directed by the CC as required for the purposes of monitoring compliance with these undertakings. These reports should be provided directly to the CC the first being provided on the 22nd of December 2005 and subsequently on the 15th of each month, (or, where the 15th does not fall on a working day, the first working day thereafter) and signed by [X].
 9. HEINZ shall comply insofar as it is able with such written directions as the CC may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings.

Interpretation

10. The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
11. For the purposes of these undertakings:

“the acquisition” means the acquisition by HEINZ of HP, completed on 16 August 2005;

“the Act” means the Enterprise Act 2002;

“an affiliate” of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be

regarded as being under the common control for the purposes of section 26 of the Act;

“an agent” of a person (the principal) is another person who has the authority or capacity to create legal relations between the principal and a third party. For avoidance of doubt consultants and advisors will only be acting as agents where they are acting with such authority or capacity.

“business” has the meaning given by section 129(1) and (3) of the Act;

“the CC” means the Competition Commission;

“the Common Services Provisions” means the services described in Appendix 4.

“Confidential Information” means business secrets, know-how, commercially sensitive information (including customer information, correspondence, product recipes and processes), intellectual property or any other information of a confidential or proprietary nature relating to the HP Business in the case of HP and the Heinz business in relation to Heinz;

“control” includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise but without having a controlling interest in that body corporate or in that enterprise, and in the case of a body corporate, a person shall for the purposes of these undertakings be deemed to control it if he holds, or has an interest in, shares of that body corporate which amount to 10 per cent or more of its issued share capital or which carry an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

“the decisions” means the decisions of the CC on the questions which it is required to answer by virtue of section 35 of the Act;

“key staff” means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

“the OFT” means the Office of Fair Trading;

“the ordinary course of business” means matters connected to the day to day supply of goods and/or services by the HP business and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of the HP business;

“processing permitted information flows” means collection, including reading and/or otherwise receiving, reviewing, holding, adapting, producing, disposing of, communicating or otherwise handling Confidential Information.

“the specified period” means the period beginning on the date of these undertakings and terminating when the reference is finally determined in accordance with sections 79(1) and (2) of the Act;

“subsidiary”, unless otherwise stated, has the meaning given by section 736 of the Companies Act 1985 (as amended);

“substantial” shall relate to the HP business as a whole.

“the two businesses” means the HEINZ business and the HP business;

“HEINZ” means HJ Heinz Company Limited and HJ Heinz Company;

“the HEINZ business” means the business of HEINZ and its subsidiaries carried on as at 16 August 2005;

“HP” means HP Foods Ltd, HP Foods Holdings Ltd, HP Foods International Ltd and B.E. International Foods Ltd and their subsidiaries excluding subsidiaries based and carrying on business exclusively outside of the UK;

“the HP business” means the business of HP carried on in the UK as at 16 August 2005 and

unless the context requires otherwise, the singular shall include the plural and vice versa.

FOR AND ON BEHALF OF HJ Heinz Company Limited

..... Signature

..... Name

..... Title

..... Date

FOR AND ON BEHALF OF HJ Heinz Company

..... Signature

..... Name

..... Title

..... Date

Appendix 1.1

DRAFT: employee/agent/director/secondee/affiliate of Heinz

To: Heinz
[]
HP
[]

Dear Sirs,

Deed of undertaking

Background

I understand that I have been asked to sign this undertaking because I am [a/an] [employee/director/affiliate/agent] [of] [seconded to] Heinz.

Confidential Information

I agree that I will:

- (a) treat and keep all Confidential Information as secret and confidential and will not, without the prior written consent of Heinz (which may be given on such terms as Heinz considers appropriate) directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information relating to the HP business to any other person;
- (b) not use any Confidential Information that I have obtained or obtain as a result of my [employment/directorship/affiliation/secondment/agency] [with/to] Heinz for any purpose (including but not limited to any competitive or commercial purpose).

Exceptions

The restrictions in paragraph 2 of this letter do not apply to Confidential Information that:-

- (a) falls within Permitted Flows Of Confidential Information;
- (b) is or becomes publicly known, otherwise than as a consequence of a breach of my obligations under this letter; or
- (c) is disclosed as required by law provided that in these circumstances I shall notify Heinz in writing at least 7 days before making any disclosure.

Duration

I acknowledge that the obligations undertaken by me under this letter shall be continuing for the duration of my [employment/directorship/affiliation/secondment/agency] [with/to] Heinz and, in particular, that I will continue to be bound by them until I am notified by Heinz that they cease to apply.

Adequacy of Damages

I agree and acknowledge that damages would not be an adequate remedy for any breach by me of any of the provisions of this letter.

Records

I confirm that I do not hold any documents, copies or materials containing or reflecting any Confidential Information except for: (a) documents or records (electronic or otherwise) created by HEINZ in which such information has been incorporated and in which the Confidential Information forms a part only; or (b) documents and records that are required by any applicable law or by any judicial body to be retained; or (c) documents or records produced by HEINZ’s advisors or consultants; (d) documents and records falling within Permitted Flows Of Confidential Information.

Undertaking

I undertake to act in accordance with the terms of this letter and to take all necessary steps within my power to prevent a breach from occurring as a result of my actions or omissions.

Contract of employment

I understand that the undertakings set out in this letter are incorporated into my contract of employment.

Signed as a deed by [*name of individual*])
in the presence of:)

Witness’s signature:

Name (print)

Occupation:

Address:

Schedule

In this letter:-

“Confidential Information” means in relation to the HP business:

- (i) business secrets,
- (ii) know-how,
- (iii) commercially sensitive information (including customer information, correspondence, product recipes and processes),
- (iv) intellectual property,
- (v) or any other information of a confidential or proprietary nature relating to the HP Business,
- (vi) any other information which is notified to me as confidential.

“the HEINZ business” means the business of HJ Heinz Company Limited and HJ Heinz Company and their subsidiaries carried on as at 16 August 2005;

“the HP business” means the business of HP Foods Ltd, HP Foods Holdings Ltd, HP Foods International Ltd and B.E. International Foods Ltd and their subsidiaries carried on in the UK, excluding the business of subsidiaries based and carrying on business exclusively outside of the UK, as at 16 August 2005; and

“Permitted Flows Of Confidential Information” means the information flows described in Appendix 1.

Appendix 1.2

DRAFT:
Former HP employees

To: Heinz
[]
HP
[]

Dear Sirs,

Deed of undertaking

Background

I understand that I have been asked to sign this undertaking because I am a former employee of HP Foods Limited and I am now employed by H.J. Heinz Company Limited (“Heinz”).

Confidential Information

I agree that I will:

- (a) treat and keep all Confidential Information as secret and confidential and will not, without the prior written consent of HP Foods Limited (which may be given on such terms as HP Foods Limited considers appropriate) directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information relating to the HP business to:
 - (i) Heinz or any officer, or employee of Heinz; or
 - (ii) to any other person
- (b) not use any Confidential Information that I obtained as a result of my employment with HP Foods Limited for any purpose (including but not limited to any competitive or commercial purpose).

Exceptions

The restrictions in paragraph 2 of this letter do not apply to Confidential Information that:-

- (a) is or becomes publicly known, otherwise than as a consequence of a breach of my obligations under this letter; or
- (b) is disclosed as required by law provided that in these circumstances I shall notify Heinz in writing at least 7 days before making any disclosure.

Duration

I acknowledge that the obligations undertaken by me under this letter shall be continuing for the duration of my employment with Heinz and, in particular, that I will continue to be bound by them until I am notified by Heinz that they cease to apply.

Adequacy of Damages

I agree and acknowledge that damages would not be an adequate remedy for any breach by me of any of the provisions of this letter.

Records

I confirm that I do not hold any documents, copies or materials containing or reflecting any Confidential Information.

Undertaking

I undertake to act in accordance with the terms of this letter and to take all necessary steps within my power to prevent a breach from occurring as a result of my actions or omissions.

Contract of employment

I understand that the undertakings set out in this letter are incorporated into my contract of employment.

Signed as a deed by [*name of individual*])
in the presence of:)

Witness's signature:

Name (print)

Occupation:

Address:

Schedule

In this letter:-

“Confidential Information” means in relation to the HP business:

- (i) business secrets,
- (ii) know-how,
- (iii) commercially sensitive information (including customer information, correspondence, product recipes and processes),
- (iv) intellectual property,
- (v) or any other information of a confidential or proprietary nature relating to the HP Business,
- (vi) any other information which is notified to me as confidential.

“the HP business” means the business of HP Foods Ltd, HP Foods Holdings Ltd, HP Foods International Ltd and B.E. International Foods Ltd and their subsidiaries carried on in the UK, excluding the business of subsidiaries based and carrying on business exclusively outside of the UK, as at 16 August 2005.

Appendix 2

Compliance Statement for HJ Heinz Company and HJ Heinz Company Limited

I [X] confirm on behalf of HJ Heinz Company and HJ Heinz Company Limited (Heinz) that to the best of my knowledge and belief:

- (a) Heinz have complied with the undertakings given by us and accepted by the CC on [date] (“Undertakings”) in the period from [*insert date*] to [*insert date*];
- (b) Heinz’s subsidiaries have also complied with the Undertakings in the period from [*insert date*] to [*insert date*];
- (c) The Common Services Provisions provided by Heinz to HP in the period from [*insert date*] to [*insert date*] will not impede the taking of any action by the CC which may be justified by its decision on the reference; and
- (d) Heinz will continue to actively keep the CC informed of any material developments relating to the HP business in accordance with paragraph 7 of the Undertakings.

Matter for the First Report

[Note: This section is for inclusion in the first report, due on the 22nd December 2005. It can be excised subsequently.]

- (e) Heinz has taken the following steps to ensure that all employees, directors, secondees or affiliates processing permitted information flows, or who otherwise have access to commercially sensitive information relating to the HP business, are aware of the terms of these undertakings and the consequences of breach.

(Detail actions – such as written guidance about the content and consequences of breach provided to relevant employees etc.)

- (f) A list of all persons who have signed confidentiality Deeds of Undertaking, is attached hereto.

FOR AND ON BEHALF OF [insert relevant Heinz company name]

Signature

Name

Title

Date

Appendix 3

Report for [insert relevant HP company name]

I [~~X~~] confirm on behalf of [*insert relevant HP company name*] that to the best of my knowledge and belief in the period from [*insert date*] to [*insert date*]:

Independent operation of [*insert relevant HP company name*]

- a) The HP business has been maintained as a going concern with sufficient resources available for business development, on the basis of its pre-merger business plans;
- b) The HP business' customer lists have been operated and updated purely for the purposes of HP business without any involvement of Heinz.
- c) All customer negotiations have been carried out independently of Heinz and on behalf of the HP business except the following:
 - (Negotiation topic, parties present eg HP, customer any other people present, summary of outcome, parties to the agreement).
- d) Except for in the ordinary course of business, there have been no significant changes to the nature, description, range and quality of any goods and/or services currently supplied in the United Kingdom by the HP business except the following:
 - (detail change, reason for change and confirm that this is not a measure that will further integrate HP and Heinz businesses or impede HP's ability to operate independently and competitively).

Assets – including facilities and goodwill

- e) Except for in the ordinary course of business, none of the assets of the HP business have been disposed of except the following:
 - (detail change, reason for change and confirm that this is not a measure that will further integrate HP and Heinz businesses or impede HP's ability to operate independently and competitively).

- f) No interest in the assets of the HP business has been created or disposed of except the following:
- (detail change, reason for change and confirm that this is not a measure that will further integrate HP and Heinz businesses or impede HP's ability to operate independently and competitively).
- g) Other than as specified in e) and f) above, all of the assets have been maintained as they were before the merger.

Contracts

- h) All existing contracts of substantial importance to the HP business continue to be serviced by the supplier to which they were awarded except the following:
- (Name original contract party, name new contract party, detail change, reason for change and confirm that this is not a measure that will further integrate HP and Heinz businesses or impede HP's ability to operate independently and competitively).

Information Technology Systems

- i) There have been no changes to the software and hardware platforms of the HP business, beyond routine changes and maintenance except for:
- (detail change, reason for change and confirm that this is not a measure that will further integrate HP and Heinz businesses or impede HP's ability to operate independently and competitively).

Legal advice and services

- j) The following individuals have sought legal advice or services from Heinz's in-house counsel:

* (detail name, job title, purpose of advice or service).

Material Developments

- j) No key staff have left or joined Heinz from the HP business except the following:

- [insert name, position, reason for departure or recruitment, previous position]
- k) There have been no plant breakdowns at the HP business which have halted production for more than 24 hours or changes in the HP business' production which have affected the working pattern of more than five HP business employees except the following:
- [Insert details]
- l) There have been no substantial customer volumes won or lost for the HP business and no substantial changes to the HP business' customer contracts except the following:
- [insert details of significant volumes won or lost, or any other significant changes in contractual arrangements with customers]
- m) There have been no substantial changes in the HP business contractual arrangements with key suppliers except the following:
- [insert details];

Confidentiality

- n) The following staff are subject to confidentiality agreements:
- [name, title, role]
- o) There have been no matters or issues concerning the use and enforcement of confidentiality agreements as provided for in paragraph 3 of the Undertakings except:
- [detail any breaches of the confidentiality agreements, sanctions and action taken to remedy consequences of breach.]

Clarification

For the avoidance of doubt, changes in the ordinary course to HP's export sales and distribution do not constitute a substantial change to the HP business as a whole and are not covered by this Report.

Matters for the First Report

[Note: This section is for inclusion in the first report, due on the 22nd December 2005. It can be excised subsequently.]

p) []

FOR AND ON BEHALF OF [insert relevant HP company name]

Signature

Name

Title

Date

Appendix 4

For the purpose of the undertakings “the Common Services Provisions” means:

- (i) **IT services:** [X]
- (ii) **Financial services:** [X]
- (iii) **Legal services:** [X]
- (iv) **Human resources services:** [X]
- (v) **Quality control:** [X]
- (vi) **Communication and crisis management services:** [X]
- (vii) **Property management services:** [X]

[X]