

**POBAL PURCHASE ORDER
TERMS AND CONDITIONS OF PURCHASE OF
GOODS/SERVICE**

Definitions

"Terms and Conditions" means these terms and conditions and any other amending or supplementary terms and conditions which may be agreed in writing by Pobal.

"Purchase Order" means the applicable written or electronic purchase order for goods and services including the order details and these terms and conditions.

WHEREAS

"Pobal" of Holbrook House, Holles Street, Dublin 2, D02 EY84 Ireland seeks to purchase goods and/or services and the supplier or service Provider (coach/mentor) whose name and address is on the front of this Purchase Order, (**"the Service Provider"**) wishes to sell such goods or services as advised in this Purchase Order.

IT IS AGREED:-

1. PURCHASE

- 1.1 The Service Provider shall sell and Pobal shall purchase the goods and/or services on the execution by Pobal of this Purchase Order for the price agreed and shown thereon.
- 1.2 Goods or services supplied to Pobal shall be deemed to be supplied on the terms and conditions set out in this Purchase Order (**"Conditions of Purchase"**), and no purported variation of these terms and conditions shall be valid unless specifically agreed by Pobal.

2. APPLICABILITY

All orders are placed and executed on the understanding that the Service Provider is bound by these Conditions of Purchase. These Conditions of Purchase shall govern every contract for the supply of goods and/or services between Pobal and the Service Provider. Where Pobal has executed a specific contract with the Service Provider for the supply of goods or services referred to in this Purchase Order and in the event that there is a conflict between the terms of that executed contract and these Conditions of Purchase, the terms of the executed contract shall prevail. Any goods and/or services shall be supplied pursuant to these Conditions of Purchase only, to the total exclusion of any terms and conditions of the Service Provider. No quotation or standard terms of business or supply, in any confirmation dockets, invoice, purchase order or other similar document issued by or on behalf of the Service Provider shall vary these Conditions of Purchase or be binding upon the parties.

3. LAW

This Purchase Order and Conditions of Purchase shall be governed and construed under the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

4. TITLE AND ACCEPTANCE FOR SERVICES

- 4.1 If any goods are delivered or services provided which fail to comply with the provisions of the Purchase Order (however slight the failure to meet those requirements) by reason of quality, quantity, price or (without limitation) any other reason, or are delivered in error, without prejudice to any other rights, Pobal may at its sole discretion and at the Service Provider's risk and expense,:-
 - 4.1.1 Refuse to accept any further delivery of services upon continuous failure to meet quality, without liability.
- 4.2 Pobal shall have the right to claim compensation for all its resulting costs and expenses. The making of any prior payment shall not prejudice Pobal's right of rejection.
- 4.3 Delivery time of the service shall be of the essence and failure to deliver on agreed date gives Pobal the right without prejudice to cancel the order.

5. PAYMENT

- 5.1 In consideration for the provision of goods and/or services, Pobal shall pay the Service Provider in accordance with agreed prices and rates (**"Charges"**) as stated in this Purchase Order.

5.2 Invoice

- 5.2.1 Invoices shall be submitted by Panel Members quarterly, for work undertaken and completed within the previous 3 months.
- 5.2.2 The Service Provider will issue an invoice within five (5) working days of the end of the 3 months for all costs incurred. All official invoices must quote a Pobal purchase order number, the name, contact details including address, the participating organisation and show VAT separately (where applicable).
- 5.2.3 all invoices shall be emailed to accountspayable@pobal.ie.
- 5.2.4 Invoices received without a Purchase Order will be queried and this may delay payment.

5.3 Late Payments

- 5.3.1 Pobal is bound by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 - SI

580 of 2012 as amended

5.3.2 Any queries on invoices should be addressed to accountspayable@pobal.ie. All orders are placed and executed on the understanding that the Service Provider is bound by these Conditions of Purchase.

5.4 Pobal is bound by Chapter 1, Part 18, Taxes Consolidation Act 1997 which provides for Professional Services Withholding Tax (PSWT), to be deducted from payments made by certain bodies in respect of professional services. The rate at which PSWT is deducted is the standard rate of tax in force at the date on which the relevant payment is made.

5.5 Where the value of a purchase(s) exceeds the threshold on a rolling 12 month basis provided for under the Tax Clearance Certification Scheme (if any) or where Pobal has executed a specific contract with the Service Provider for the supply of goods or services, the Service Provider shall provide Pobal with their Tax Registration Number or Personal Public Service number (as relevant) and Tax Clearance Access Number (TCAN) to allow their tax clearance status to be verified on the Revenue Online Service. Payment will only be made where the Service Provider has valid tax clearance.

5.6 Works and Irish Relevant Contracts Tax

In this clause 5.6, Irish Relevant Contracts Tax is the tax defined in Sections 530 and 531 of the Taxes Consolidation Act 1997, as amended.

The Service Provider or any other person(s) employed or providing Works in connection with this Purchase Order shall comply with the requirements of Irish Relevant Contracts Tax legislation.

6. INSPECTION AND TESTING

6.1 Not applicable

7. INDEPENDENT CONTRACTOR

7.1 For the purposes of this Purchase Order, the Service Provider is an independent contractor and neither it, nor its sub-contractors or its or their employees or agents, are the sub-contractor, agent or employee of Pobal and they shall not hold themselves out to be. Nothing in this Purchase Order shall constitute the Service Provider Service Provider or its sub-contractors, or their employees or agents, to be acting as an agent of Pobal. Neither the Service Provider Service Provider nor its subcontractors, or their employees or agents, shall have any right or power whatsoever to contract on behalf of Pobal or bind Pobal in any way in relation to third parties unless specifically authorised to do so.

7.2 Nothing contained in this Purchase Order shall constitute a partnership or joint venture between Pobal and the Service Provider or its subcontractors, or their employees or agents.

7.3 The Service Provider shall comply with all applicable laws, ordinances statutes, orders, rules and regulations of any government authority having jurisdiction hereafter ("Laws") and shall, unless otherwise stipulated in this Purchase Order, obtain and pay for all licences and permits necessary for the provision of goods and performance of services in accordance with such Laws.

7.4 The Service Provider shall pay its employees involved in the provision of the goods and services and shall ensure that all sub-contractors involved in the provision of the goods and services agree to pay their employees rates of wages not less favourable than those laid down by the National Minimum Wage Act 2000 (as amended by any regulations made under the Act). The Service Provider shall be responsible to Pobal for the due observance by all sub-contractors of the provisions of this clause.

7.5 The Service Provider shall be responsible for the payment of any Pay Related Social Insurance, Universal Social Charge, income tax, and any other form of taxation or social security cost whatsoever in respect of payments made to it under this agreement and shall be responsible for the remuneration payable to and benefits provided for the Service Provider's or its subcontractors, employees or agents.

7.6 The Service Provider shall indemnify and keep indemnified Pobal against any liability, loss, damage, cost, claim or expense that Pobal suffers or incurs as a result of any claims against the Service Provider for such sums and other claims arising out of or in connection with the Service Provider or its subcontractors, or their employees or agents, claiming or being found to be an employee of Pobal (including, without limitation, any claims or demands against Pobal by the Office of the Revenue Commissioner, the Department of Employment Affairs and Social Protection and/or any other competent tribunal, court or authority for Pay Related Social Insurance, Universal Social Charge, income tax and other contributions required by law to be paid in respect of any payments made to the Service Provider under this agreement).

7.7 Without prejudice to the indemnity in clause 7.6, if for any reason, Pobal shall become liable to pay, or shall pay, any such taxes or other payments as referred to in clause 7.5 and clause 7.6, Pobal shall be entitled to deduct from any amounts payable to the Service Provider all amounts so paid or required to be paid by Pobal and, to the extent that any amount of taxes paid or required to be paid by the Service Provider shall exceed the amounts payable by Pobal to the Service Provider, the Service Provider shall indemnify Pobal in respect of such liability and shall, upon demand, forthwith reimburse Pobal such excess. Such monies shall be recoverable as a debt.

8. WARRANTIES

8.1 Not applicable

9. INTELLECTUAL PROPERTY

9.1 In consideration of the payment by Pobal to the Service Provider of €1.00 (one euro) (the sufficiency of which the Service Provider hereby acknowledges), the Service Provider hereby grants Pobal a non-exclusive, perpetual, royalty-free licence to use all intellectual property owned by or licensed to the Service Provider which shall be used in the provision of the goods or services supplied by the Service Provider to Pobal.

9.2 The Service Provider hereby irrevocably assigns to Pobal all right, title and interest in, including all copyright,

patents and other proprietary rights in, and all newly created intellectual property made, originated or developed which the Service Provider creates (either solely or jointly with others and either on or off Pobal's premises) in connection with this Purchase Order (the "**Pobal Materials**"). Pobal Materials shall be the exclusive property of Pobal and may not be used by the Service Provider for any purpose except for the benefit of Pobal.

- 9.3 The Service Provider hereby represents, warrants and undertakes that it is the owner or licensee of the goods and/or services (as the case may be), that it has all rights, licences and consents legally required to provide the goods or services to Pobal and/or to assign the intellectual property in the Pobal Materials to Pobal as set forth in this Purchase Order and that Pobal's receipt and use of the goods and/or services (as the case may be) does not and will not infringe any intellectual property rights of any third party.
- 9.4 Patented articles supplied shall be marked in accordance with the provision of the Patents Act, 1992
- 9.5 Copyright of all work accepted by the Service Provider under this Purchase Order, remains the property of Pobal. This includes all design, origination, specifications, plans, drawings, finished artwork, source code and the like produced by the Service Provider on the instructions of Pobal.
- 9.6 If notified promptly in writing of any action brought against Pobal based on a claim that any parts provided or modification made to the goods by the Service Provider infringes any patent, trade mark, copyright or other intellectual property right, the Service Provider will defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Pobal in connection with the claim (including legal and other expert fees). The Service Provider shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.
- 9.7 If as a result of such claim Pobal is prohibited from using or otherwise unable to use the goods or if such claim is likely to be made, the Service Provider will either procure for Pobal the right to continue using the goods, or replace or modify the infringing parts without detracting from the goods overall performance so that it becomes non-infringing. The Service Provider shall indemnify Pobal against any loss of use during modification or replacement.
- 9.7 The Service Provider will not have any liability to Pobal under any provision of this clause if the infringement, or claim thereof, is based upon any modification of any item of the goods by persons other than the Service Provider (other than in accordance with the Service Provider's instructions).

10 INDEMNITY

- 10.1 The Service Provider agrees to indemnify and to keep indemnified Pobal and hold Pobal harmless from and against all loss, liabilities, damages and expenses (including reasonable legal fees) arising out of or in connection with the Service Provider's negligence, default or breach of these Conditions of Purchase, Purchase Order or of any order, including any act or omission of its personnel or sub-contractors. This Clause shall survive termination of this agreement.

11. LIMITATION OF LIABILITY

- 11.1 In no event will Pobal's total liability for damages and actions based on contract or tort arising out of or in connection with this Purchase Order exceed the amount remaining due under this Purchase Order.
- 11.2 In no event shall Pobal be liable for any indirect or consequential loss.

12 CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, the Service Provider agrees to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specification and other confidential information provided to it by Pobal. The Service Provider shall take all reasonable steps to ensure that its employees, agents, sub-contractors are bound by the same obligation.

13 DATA PROTECTION

The Service Provider will abide by the 'Privacy Notice for Applicants (External Coaches and Mentors) to the Panel for the ESF+ Achieve Together Programme' contained in the published Invitation to Panel Membership document.

- 13.1 If and to the extent that the Service Provider's performance of its obligations pursuant to this Purchase Order involves the Service Provider processing Personal Data (as defined in the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR")) on behalf of Pobal, the Service Provider agrees to comply with all requirements of data protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time including but not limited to (i) the GDPR (ii) the Data Protection Acts 1988 to 2018; (iii) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011 (iv) the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive") (v) any successor or replacement to the laws set out above; (v) all EU requirements arising and any legislation implementing same and all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Data Protection Commission relating to the processing of Personal Data or privacy.
- 13.2 Without prejudice to the generality of clause 13.1 above
Where the Service Provider is deemed a **Data Processor** under the GDPR and Pobal is the Data Controller, or where Pobal is Data Processor and the Service Provider a Sub Processor:
 - (a) the Service Provider will only process such personal data as defined by Pobal. The service Provider may be required to enter into a data processing agreement with Pobal (which will be facilitated by dataprotection@pobal.ie) and which are required for the delivery of the contracted services in accordance with the written instructions of Pobal;
 - (b) the personal data under the control of Pobal shall not be processed in any test or development environment nor used in any way to train an AI model;

- (c) the Service Provider shall implement such technical and organisational measures for processing Personal Data in order to protect against unauthorised and accidental access, loss, alteration, disclosure or destruction of such data and against all other unlawful forms of processing such data;
- (d) the Service Provider will take all reasonable steps to ensure that its officers, employees and agents are aware of and comply with this clause 13, have received training in data protection and are subject to confidentiality obligations when processing personal data;
- (e) the Service Provider will fully comply with, and implement any data protection, data retention or other related policies which are communicated or notified to the Supplier by Pobal from time to time;
- (f) the Service Provider shall inform Pobal (using dataprotection@pobal.ie) immediately in the event of receiving a request from a Data Subject to exercise any of their rights under GDPR in relation to any of their personal data the Service Provider is processing on behalf of Pobal and to provide such co-operation and assistance as may be required to enable Pobal to meet its obligations under data protection legislation;
- (g) the Service Provider shall notify Pobal immediately, and no later than 24 hours from having become aware of any event of any data security breach, actual or suspected, (using dataprotection@pobal.ie) and provide Pobal with such co-operation and assistance as may be required to mitigate against the effects of any such breach and to assist in Pobal's reporting of the breach to the relevant authorities if required by law;
- (h) no personal data shall be transferred outside of the European Economic Area by the Service Provider or any of its agents, sub-contractors or business partners without the prior written consent of Pobal which consent may be subject to terms and conditions.
- (i) only those sub-contractors as agreed within a signed data processing agreement with Pobal, engaged under contract with the Service Provider, are deemed approved by Pobal as the Controller to be used by the Service Provider to assist in the delivery of required services.
- (j) The Service Provider shall notify Pobal (using dataprotection@pobal.ie) if any of the listed sub-contractors are to be replaced or a new sub processor is to be added, no later than 20 days before the intended use of the new sub contractor. Pobal shall have the right to raise an objection and the Service Provider shall cooperate with Pobal to address any such objection. The Service Provider shall only contract the services of a sub-contractor where it is capable of demonstrating compliance with the obligations under data protection legislation.
- (k) Where the Service Provider engages a subcontractor and the subcontractor fails to fulfil its data protection obligations, the Service Provider shall remain liable to Pobal for the performance of those obligations.
- (g) Pobal (or its authorised representative(s)) shall be entitled, at reasonable times and on reasonable notice, to audit the technical and organisational measures adopted by the Service Provider to ensure that such measures are compliant with requirements under applicable legislation.
- (h) At the end of the contract for services, Pobal shall decide whether all personal data related to the services provided shall be returned by the Service Provider to Pobal (unless otherwise required by legislation) in an agreed format or deleted with confirmation of the deletion provided by the Service Provider no longer than 30 days after the instruction to delete is given by Pobal.
- (i) Shall not be indemnified by Pobal for any fines, charges, or costs directly arising from actions or omissions of the Service Provider in relation to the Service Provider's obligations under the applicable data protection legislation nor for any court apportioned liability between the Pobal and the Service Provider in terms of material or non-material damages.

13.3 Where the Service Provider is deemed an **Independent Controller** in its own right, the Service Provider shall:

- (a) Have a documented Lawful Basis which is communicated to Data Subjects in a clear and readily available Privacy Notice.
- (b) Have appropriate policies and procedures to enable Data Subjects exercise their rights.
- (c) Communicate to Pobal any instance where the Service Provider becomes aware that any personal data shared by Pobal is inaccurate or out of date, requiring rectification or deletion.
- (d) Notify Pobal if any incident or breach arises involving the personal data shared with it by Pobal.
- (e) Agree a retention period with Pobal.
- (f) Enter into a Data Sharing Agreement if requested to do so by Pobal.

13.4 Where the Service Provider is deemed a **Joint Controller** with Pobal the Service Provider shall, if requested by Pobal, enter into a separate Joint Controller Agreement.

14 **CONTRACTS FOR SERVICES and FREEDOM OF INFORMATION**

Pobal is subject to the Freedom of Information Act 2014. As such, under Section 11(9) of the Act, any record in the possession of the Service Provider shall, if and in so far as it relates to the service being provided, be deemed to be held by Pobal as the FOI body. If so requested by Pobal, the Service Provider shall give the record to Pobal for retention by it for such period as is reasonable in the particular circumstances.

15 **FORCE MAJEURE**

Neither party will be liable for failure or delay in the performance of its obligations under this Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes, out-break, continuance or intensification of disease or governmental regulations. These Force Majeure Events or circumstances also include: electric power failures and failures in public telecommunications equipment or lines. However, Force Majeure Events exclude industrial action or cause (strikes, lockouts and similar) occurring at the place of business of the Service Provider, or the Service Provider's sub-contractor or agent.

The party affected by a Force Majeure Event shall give prompt written notice to the other party of such cause, and shall take all reasonable steps necessary to relieve the effect of such causes as rapidly as possible.

If a Force Majeure Event prevents Service Provider from carrying out its obligations under the Purchase Order for a continuous period of thirty (30) days or more, Pobal may terminate the Purchase Order immediately by giving written notice to Service Provider.

16 ASSIGNMENT

The Service Provider shall not assign this Purchase Order or any part thereof without Pobal's prior written approval.

17 SUB-CONTRACTING

17.1 The Service Provider shall not sub-contract all or any part of its obligations under this Purchase Order (except delivery of goods) without Pobal's prior written approval. No such approval shall create any contractual relationship between Pobal and any sub-contractor.

17.1 The Service Provider shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

18 NOTICES

18.1 Any demand, notice or communication shall be deemed to have been duly served:-

18.1.1 If delivered by hand, when left at the proper address for service at the time of delivery (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

18.1.2 If given or made by prepaid post, two working days after being posted.

18.1.3 If transmitted electronically, on the next calendar day following transmission.

18.2 Any demand, notice or communication shall be made in writing to the recipient at its registered office, or in the case of Pobal Holbrook House, Holles Street, Dublin 2, D02 EY84 (or such address as may be notified in writing from time to time) and shall be marked for the attention of the Procurement Department.

19 WAIVER

19.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19.2 Any waiver of a breach of any of these Conditions of Purchase hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms in these Conditions of Purchase.

20 HEADINGS

The headings to the clauses of this Purchase Order shall not affect the construction of this Purchase Order.

21 SEVERABILITY

If any part of this Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Purchase Order which will continue to be valid and enforceable to the fullest extent permitted by law.

22 CANCELLATION

22.1 Without prejudice to its other rights, Pobal reserves the right (i) to cancel any order for any reason at any time prior to delivery on giving the Service Provider 7 days' notice in writing. Save in the event of breach by the Service Provider, Pobal will pay a reasonable price for all work in progress at the date of the cancellation notice, to the extent only that such work in progress cannot reasonably be used by the Service Provider in respect of its other customers. Pobal shall not be liable for any other direct or indirect costs, damages or expenses of the Service Provider arising from such cancellation.

22.2 Pobal may cancel this Purchase Order in whole or in part at any time by written or electronic notice in the event that the Service Provider:

22.2.1 Fails to comply with any term or condition of this Purchase Order or attachments or exhibits hereto including but not limited to delivery terms; or

22.2.2 Appoints a receiver, liquidator or other similar officer over any or all of its property or assets; or

22.2.3 Files a voluntary petition in bankruptcy; or

22.2.4 Voluntarily ceases trading; or

22.2.5 Suffers a force majeure event which persists for thirty 30 consecutive days.

23 INSURANCE

23.1 The Service Provider shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such occurrence of any injury is due solely and directly to Pobal's negligence, the Service Provider shall indemnify Pobal against all loss which may result in any way from any act, omission or negligence of the Service Provider, its employees, servants, agents or sub-contractors.

23.2 The Service provider is required (as per the terms of the Panel) to hold the following insurances;

- Employer Liability (not required for sole trader) €12.7 million.

- Public Liability €6.5 million

- Professional Indemnity €500,000

23.3 The Service Provider undertakes and agrees for the benefit of Pobal to obtain and maintain at its own expense and for such time as is reasonable and/or may be required in the circumstances, employer's liability insurance, public

liability insurance, product liability insurance and professional indemnity insurance to the satisfaction of Pobal, with a reputable insurance company acceptable to Pobal, and shall produce evidence of such insurance upon request by Pobal.

23.4 Without prejudice to clause 10, to the extent that the Service Provider is unable to obtain and maintain the employer's liability insurance, public liability insurance or product liability insurance set out in Clause 23.2, the Service Provider agrees to indemnify and keep indemnified Pobal and hold Pobal harmless from and against all direct and indirect actions, fines, proceedings, costs, awards, claims, loss, liabilities, damages, expenses (including reasonable legal fees) and demands suffered or incurred or paid out by Pobal arising out of or in connection with:

23.4.1 the fraudulent, willful or reckless acts or omissions of the Service Provider or its personnel or sub-contractors;

23.4.2 false or misleading information provided by the Service Provider to Pobal or to any third party;

23.4.3 breach of any applicable law by the Service Provider or its personnel or sub-contractors;

23.4.4 the sickness, injury or death of any person arising out of or in connection with any act or omission of the Service Provider or its personnel or sub-contractors; or

23.4.5 any damage to or loss of any equipment or property (real or intangible) caused by any negligent, willful or reckless act or omission of, or breach of this Purchase Order by the Service Provider or its personnel or sub-contractors.

This Clause shall survive termination of the Purchase Order for any reason.

24 GENERAL

24.1 Pobal accepts no liability whatsoever for goods, supplies or services not ordered on the official Purchase Order form and invoices for such supplies or services not officially ordered will not be honoured.

24.2 The parties shall do their utmost to resolve any dispute or controversy with respect to the interpretation or application of any provision of these Conditions of Purchase in an amicable, timely and efficient manner for the purposes of seeking a just and equitable solution. Proposals and information exchanged during informal dispute resolution proceedings will be privileged, confidential and without prejudice to a party's legal position in any formal proceedings.

24.3 Subject to these Conditions of Purchase, the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 shall apply.

25 ENVIRONMENTAL STANDARDS

25.1 Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability
- Sourcing and origin of raw materials
- Supply chain transparency

26 SERVICE DELIVERABLES AND RESPONSE TIMES

Service providers will be required to meet the following response times to ensure quality of service to clients and enable efficient management of the mentoring and coaching services.

26.1 On acceptance of an assignment, Service providers must make contact with the client within a further 3 working days to develop the Term of Reference (on Pobal's template) for the assignment for submission to Pobal for approval.

26.2 Following completion of a Mentoring/ Coaching session, Service Providers must submit a report, on Pobal's template, within five (5) working days.

26.3 Service Providers should provide notification of unavailability to Pobal within a reasonable period, ideally no more than five (5) working days i.e., holidays, other work commitments, electronically, in advance.

27 ADDITIONAL CLAUSES

Notification must be sent in writing as soon as possible to Pobal on any proposed change of nominated personnel, with associated CV templates for each new nomination, such change to be subject to the written approval of Pobal. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.