



Establishment of Multi-Supplier Panels for the Delivery of Training, Advisory, Marketing, Acquisition and Regional Support Services to The Skillnet Innovation Exchange (2025–2028)

Important Details

Contracting Authority	Furthr
Deadline for Queries	10 th July 2025, 12:00 Midday
Deadline for Initial Responses	25 th July 2025, 12:00 Midday
Method of Submission	Via etenders.gov.ie Portal
Term of DPS	3 Years subject to funding

Proposal (Response) Checklist

When submitting your proposal please include all of the required items as part of your submission.

Documentation	Required
Proposal in format set out in Appendix 1	Yes
Completed Pricing Schedule	Yes
Completed (Signed) Appendix 3: Tenderers Statement	Yes
Completed (signed and notarised) Appendix 4: Declaration as to Personal Circumstances of Tenderer	Yes

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1 Introduction

1.1 General Notices

The “Contracting Authority” invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1. This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for term specified above.
2. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed services contract may amount to the value specified above over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
3. Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”)s in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
4. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

1.2 Important Notices

1. While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.
2. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority. The award of a Services Contract does not confer exclusivity on the successful Tenderer.
3. This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
4. In this clause, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT. The

Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

5. All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
6. All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
 1. are furnished for the sole purpose of replying to this RFT only;
 2. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 3. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 4. must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

1.3 Compliant Tenders

1. If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
 - a. seeking written clarification from the Tenderer;
 - b. seeking further information from the Tenderer; or
 - c. waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.
2. Tenderers are required:
 - a. To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 2.4 below;
 - b. To submit all documentation which this RFT requires to be submitted with their Tender;
 - c. To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - d. To conform to and comply with all instructions and requirements set out in this RFT;
 - e. To complete the Appendix 3 included in this RFT.
3. Failure to comply with the clauses under this section 1.3 will render the Tender non-compliant and it will be rejected.

1.4 Acceptance of Terms & Provisions of this RFT

1. Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Appendix 3. Tenderers may not amend the Services Contract.
2. Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

1.5 Consortia and Prime/Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group

of undertakings. The Tenderer must clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated.

Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

1.6 Tender Submission Details

1. Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.
2. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 10GB for the total (combined) documents sent to the electronic postbox. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.
3. Tenders must be received not later than the “Tender Deadline. Tenders that are received late WILL NOT be considered in this Competition.
4. Tenders must be submitted in English.
5. Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
6. All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

1.7 Queries & Clarifications

1. All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than the date and time specified above unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
2. All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
3. The Contracting Authority reserves the right to issue or seek written clarifications.
4. The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
5. Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

1.8 Pricing

1. All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
2. All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
3. Tenderers must confirm that all prices quoted in the Tender will remain valid for 90 days commencing from the Tender Deadline.
4. Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
5. Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

1.9 Environmental, Social and Labour Law

1. In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2. Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
3. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

1.10 Publicity

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

1.11 Registrable Interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

1.12 Anti-Competitive Conduct

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

1.13 Industry Terms used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

1.14 Freedom of Information

1. Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
2. Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is

liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

1.15 Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

1.16 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

1.17 Withdrawal from this Competition

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

1.18 Insurance

The successful Tenderer is NOT required to hold insurances for this contract.

2 About this DPS

2.1 Introduction

Furthr is defining this DPS to establish an ongoing mechanism to enable new suppliers that meet the threshold to be added to the training panels that Furthr may wish to put in place over time. Dynamic Purchasing System (DPS) is unlike a traditional framework for the supply of goods, works or services. A DPS is **an electronic system which suppliers can join at any time**.

This Dynamic Purchasing System (DPS) will operate by way of mini-competition draw down and will be in place for four years. Tenderers can join or leave the DPS at any stage during this period in line with provisions for DPS in the procurement directives. Appendix 1 contains the breakdown of the desired programmes. The DPS framework will be used to govern each standalone drawdown.

2.2 Lots within the DPS

Admission to the DPS will be awarded on the basis of the bidder meeting the requirements of the contracting authority. There is no maximum number of suppliers per Lot.

The DPS is not restricted to the Lots for training courses set out in this tender. Trainers successfully appointed to each Lot will be given an opportunity to bid on a fair and equal basis for thematically relevant programmes that arise in the lot in question whenever that happens.

2.3 Selection to the DPS

1. Only companies that pass all of the Pre-qualification Selection Criteria requirements will be admitted to the DPS.
2. Companies that fail any of the Pre-qualification Selection Criteria will be permitted to resubmit their tender via the e-tenders portal once they have addressed the relevant Selection Criteria.
3. Tenders are to be submitted by the deadline outlined on e-tenders. All clarifications must be asked via the e- tenders portal. All answers will be provided via the e-tenders portal.
4. All Tenders received by the I Deadline for Initial Responses noted above will be evaluated by the Furthr panel against the selection criteria. When the final decision has been taken, all tenderers will be informed via the e-tenders platform and the DPS will be live.
5. Once the DPS is live, new applications can be submitted at any stage in line with the rules for DPS.
6. This competition may be subject to Freedom of Information.

2.4 Responding to each Lot

A single response is permitted for all Lots, however please note the Lot specific requirements below. The response must be submitted in the tender response document (TRD) published with this tender. No information is being sought outside the TRD document. Respondents must stick to the lengths outlined in the document as additional information will not be evaluated.

2.5 Operation of the Dynamic Purchasing System

Furthr reserves the right to amend or alter any information contained in these documents at any time. Participating tenderers will be informed of any amendments or alterations.

Drawdowns from the DPS will be managed by way of mini-competition. Some of these mini- competitions will be standalone in nature, others will be for longer periods of time but will not extend past the maximum allowable under the DPS framework (four years). In all cases, all members of each lot on the framework will be invited to submit a response.

A standard tender response document (TRD) will be used in all cases for all courses. This response document will issue to members of the framework as tenders are issued. All mini- competitions will be assessed using the criteria and scoring range set out within this document.

Furthr will set the criteria to suit what is being commissioned, when it is being commissioned. Page limits for responses, if used, will be set at the discretion of Furthr.

3 Qualification Criteria

3.1 Compliant Tenders

Only those Tenderers that have :

1. Submitted all of the required documentation as set out at the beginning of this document and in the format specified in Appendix 1
2. Completed Appendix 3 – Tenderers Statement
3. Declared by way of Appendix 4 Declaration of Bone Fides that either:
 - a. no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - b. That they satisfy the selection criteria for this Competition as set out below (the “Pre-qualification Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below. However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- completes and submits a separate Appendix 3 and Appendix 4 in respect of each such entity, and
- when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary to the foregoing, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- a Declaration in the form attached at Appendix 4;
- evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified in this document.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion

Ground, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 Pre-qualification Selection Criteria

3.2.1 Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria in this section. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Pre-qualification Selection Criteria	Marking	Rules
Tax clearance	Pass/Fail	Must be provided
Minimum turnover requirement	Pass/Fail	Must meet threshold
Details of relevant insurances	Pass/Fail	Must meet threshold
Three relevant case studies per lot	Pass/Fail	Must be provided
Appendix 3 – Tenderers Statement	Pass/Fail	Must be provided
Appendix 4 - Statement of bona fides	Pass/Fail	Must be provided

3.2.1.1 Tax, Economic and Financial Standing & Insurances

Tenderers and any/all members of a consortium must they satisfy the fit and proper declarations in this section. They must also agree to support the promotion and recruitment of the training programmes commissioned under this framework. Further to this, they must comply with the following requirements.

1. Tenderers and any/all members of a consortium must have a current Tax Clearance Certificate and must provide evidence to this effect on contract award.
2. Tenderers must be compliant with their social security and legal obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence that they have adequate business insurance policies in place.
4. Tenderers (on a solo or cumulative basis) meet the minimum turnover requirement of €50,000 per lot that they are bidding for. The turnover threshold is not cumulative for parties bidding for more than one lot.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.1.2 Relevant Case Studies per Lot

Tenderers must demonstrate that they have previously successfully delivered services of a comparable scale and nature. Please provide details of three reference assignments in the attached Case Studies / References Contract Template for each Lot that you are competing for. Please note that it is permissible to use the same case study for different Lots, however you should ensure that the reference is relevant to the Lot being tendered for. Please ensure to include the Lot number for which each case study relates to.

3.3 Award Criteria

The contract will be awarded from the qualifying tenders on the basis of the most economically advantageous tender in terms of the following criteria. Please note that any tenderer that fails to meet the minimum scores set out below will be disqualified from the competition.

Award Criteria	Maximum Score Available	Minimum Score Required
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Methodology and Approach	300	180
Relevant Experience	250	150
Cost	350	N/A
Innovation and Value for Money	100	60
Total Maximum Score Available	1,000	

Marks for the Proposed Pricing above, will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum number of marks Available}$$

Marks for all other criteria will be allocated as follows:

Weighting	Meaning
81% to 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21% to 40%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% to 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

2.6 Confidentiality of Evaluation

After the closing date for the receipt of tenders, information relating to the examination, clarification, and evaluation of tenders and recommendations concerning the award of contract will not be disclosed to tenderers or other persons not officially concerned with the process. In the interest of fairness and confidentiality the only feedback to be provided to tenderers as to the relative performance of their tender will be notification, on request, of the score they achieved.

4 Appendix 1: Requirements

4.1 About the Skillnet Innovation Exchange

Managed by Furthr in partnership with Skillnet Ireland, the Skillnet Innovation Exchange is an enterprise-led initiative that connects technology solution providers with large organisations facing digital transformation challenges.

Purpose and Process

The initiative was specifically developed to address the barriers that prevent small and medium-sized enterprises (SMEs) from effectively engaging with large corporates and government bodies. We provide a structured and supportive process that connects these innovation-seeking organisations with innovative companies that can fast-track solutions.

Key Objectives and Outcomes

The programme is commercially focused, with the primary goals of increasing the adoption of business innovation and fast-tracking B2B deals. This creates opportunities for both business development and commercial success, nurturing collaboration between technology SMEs and large organisations, including multinational companies and government departments.

Our approach is defined by:

- **Being Enterprise-Led:** The process is driven by the identified, real-world needs of large organisations.
- **Fostering Collaboration:** We provide the structures and processes necessary to make innovation partnerships work effectively.
- **A Commercial Focus:** We have clear objectives to deliver outcomes that are commercial in nature.

4.2 About Furthr

Furthr (Furthr) empowers entrepreneurs to start and scale by providing a comprehensive range of programmes specifically designed to advance the ambitions of early-stage companies.

4.3 About Skillnet Ireland

Skillnet Ireland is a business support agency of the Government of Ireland, responsible for advancing the competitiveness, productivity and innovation of Irish businesses through enterprise-led workforce development. Skillnet Ireland believe that maintaining a highly skilled workforce is essential to our national competitiveness. Our business is to ensure that your business has the skills it needs to thrive.

Skillnet Ireland currently support over 21,000 businesses nationwide and provide a wide range of valuable learning experiences to over 81,000 trainees. Skillnet Ireland mission is to facilitate increased participation in enterprise training and workforce learning in Ireland.

4.4 Scope of Work

Consultancy services are required across six Lots. A separate Lot is required for each Lot that you intend competing for.

LOT 1: Training Providers

The Skillnet Innovation Exchange is seeking to establish a panel of experienced training providers capable of delivering targeted training and upskilling solutions to its SME and corporate members. Providers will be invited to compete for individual training assignments through mini-competitions during the period 2026–2028.

The required services include:

- Delivery of training and upskilling programmes for members of The Skillnet Innovation Exchange
- Development of customised training content aligned to the needs of small and medium enterprises (SMEs) and corporates
- Delivery of training across multiple sectors, skills areas, and enterprise functions
- Participation in mini-competitions for specific training projects as required
- Coordination and liaison with The Skillnet Innovation Exchange management and participants
- Reporting on attendance, participation outcomes, and learning achievements
- Ensuring consistency with The Skillnet Innovation Exchange's quality standards and training objectives

LOT 2: Regional Delivery Partners

The Skillnet Innovation Exchange is seeking to engage regional partners to support the delivery of localised training, upskilling, and business engagement events. Selected regional providers will be called upon through mini-competitions to deliver programmes to members across various locations between 2026 and 2028.

The required services include:

- Delivery of training, upskilling, and events to members of The Skillnet Innovation Exchange on a regional basis
- Coordination of local delivery schedules and venues in partnership with The Skillnet Innovation Exchange
- Organisation and management of facilities, event logistics, and regional operational supports
- Engagement and collaboration with local SMEs, corporates, and enterprise stakeholders
- Promotion of events and management of participant registration and attendance
- Compliance with brand, service, and reporting standards set by The Skillnet Innovation Exchange
- Participation in mini-competitions for regional delivery contracts

LOT 3: Strategic Advice

The Skillnet Innovation Exchange requires expert advisory services to support the development of its 2026–2028 Statement of Strategy. The appointed service provider will work closely with senior management and stakeholders to shape the future direction of The Skillnet Innovation Exchange.

The required services include:

- Provision of strategy development advisory and support services to The Skillnet Innovation Exchange
- Delivery of advisory services specifically for the development of The Skillnet Innovation Exchange 2026–2028 Statement of Strategy
- Research, analysis, and stakeholder consultation to inform strategic planning
- Facilitation of strategic planning workshops and consultation sessions
- Drafting of strategy documents, action plans, and implementation frameworks
- Ongoing collaboration with The Skillnet Innovation Exchange senior management and Board
- Delivery of final strategy documents within agreed timelines

LOT 4: Marketing Services

The Skillnet Innovation Exchange intends to appoint a marketing services provider to support the design, promotion, and communication of its activities and brand. The appointed provider will collaborate with internal teams to deliver marketing campaigns, digital assets, events promotion, and communications outputs.

The required services include:

- Development and delivery of marketing strategies and digital marketing plans
- Website design, development, maintenance, and content management
- Graphic design services for both digital and physical marketing materials
- Management of marketing communications, public relations, and media engagement
- Planning and promotion of events and campaigns run by The Skillnet Innovation Exchange
- Full collaboration with The Skillnet Innovation Exchange's internal team on all marketing activities
- Reporting on marketing campaign outcomes, analytics, and performance indicators

LOT 5: Acquisition Services

The Skillnet Innovation Exchange is seeking a service provider to support its SME and corporate acquisition strategy. The provider will support targeted growth of membership, identifying and securing new members and corporate partners to sustain and expand The Skillnet Innovation Exchange network.

The required services include:

- Provision of acquisition services to support The Skillnet Innovation Exchange in expanding its SME and corporate membership base
- Development of lead generation strategies, prospect pipelines, and acquisition campaigns
- Direct engagement with prospective SMEs and corporate members to secure new participants
- Management of ongoing relationships with newly acquired members and partners
- Collaboration with The Skillnet Innovation Exchange management on membership targets and acquisition strategies
- Development of acquisition materials, prospect documentation, and business development collateral
- Reporting on acquisition outcomes and performance metrics

LOT 6: Education Research, Assessment, and Quality Assurance

The Skillnet Innovation Exchange is seeking to establish a panel of specialists in educational design, skills analysis, and quality assurance. This lot will ensure that the training delivered to members is relevant, impactful, and maintains a consistently high standard of excellence. Appointed providers will support the strategic development of the curriculum and the validation of learning outcomes through mini-competitions from 2026–2028.

The required services include:

- Conducting research into emerging industry trends, technologies, and future skills requirements to inform curriculum development.
- Providing instructional design services to develop new training frameworks or review existing content from partners for quality and effectiveness.
- Creating robust assessment tools, including examinations, practical evaluations, and competency-based models to measure learning outcomes.
- Performing independent quality reviews of training programmes delivered by partners under LOT 1 and LOT 2 to ensure consistency and adherence to standards.
- Designing and managing certification or digital badging programmes to formally recognise participant achievement and provide members with valued credentials.
- Developing frameworks to evaluate the long-term impact and return on investment (ROI) of training for participating businesses.

5 Response Format

A separate response is required for each Lot that you are intending on responding to. Please title your response to include the name of the Lot you are responding to. Each Lot will be evaluated separately. Please format your response using the following headings in the order that they appear here.

5.1 Supplier Details

Applicant Summary	
Name	
Address	
CRO Number (if Available)	
Tax Cert Number	
ROS Access Number	
Telephone	
Email	
Confirmation of compliance with GDPR Guidelines & Legislation. Evidence will be required upon award	[YES / NO]

5.2 Methodology & Approach

With respect to Appendix 1 and In no more than 3 pages, set out your understanding of the brief, the challenges and opportunities it presents and your approach to meeting the objectives and deliverables of the contract. Any content that exceeds this limit will be discarded.

5.3 Relevant Experience & Expertise

In no more than 3 pages please set out your experience and expertise with respect to delivering the services required under this contract. Please include specific contract examples and reference the individuals who performed the service and their anticipated participation in the delivery of services under this contract.

5.4 Pricing Schedule

Please complete the following table.

Daily Rate (ex. VAT)	
Insert	€

5.5 Innovation & Value for Money

In no more than 1 page please outline any additional innovations or value for money that your proposal offers to this contract.

6 Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: Further (the "Contracting Authority") RE: Request for Tenders for the Skillnet Innovation Exchange Multi-Lot Contract.

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the
5. RFT and our Tender.
6. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
7. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
8. We confirm that all prices quoted in our Tender will remain valid for a period of 12 months
9. commencing from the Tender Deadline,
10. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required
11. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

Signed
(Authorised Signatory)
Print Name _____
Company _____
Address _____
Date _____

7 Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Skillnet Innovation Exchange Multi-Lot Contract.

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), having been duly authorised by [\[Click here and insert name of entity\]](#) sincerely declare that [\[Click here and insert name of entity\]](#) itself or any person who has is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) or has powers of representation, decision or control in [\[Click here and insert name of entity\]](#):

1. (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
2. (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [\[Click here and insert name of entity\]](#).
3. (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
4. (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
5. (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
6. (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
7. (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Declarant **Signature of**
Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to
me (or who is identified to me by _____ who is
personally known to me) at ____ this _____ day of _____ 20__

(signed)
Practising Solicitor/Commissioner for Oaths

8 Appendix 5: Contract Conditions

THIS AGREEMENT is made on the day of 20
 BETWEEN:

Furthr, of The Tower, Trinity Technology & Enterprise Centre, Pearse Street, Dublin
 ("the Client");

and

, of ("the Contractor")
 ("the Parties").

WHEREAS:

- A. By Request for Tender dated , the Client invited tenders for the provision of ("the RFT") (which document is attached hereto in Schedule E), to be provided for its offices at specified locations throughout Ireland. References to the RFT shall include any clarifications issued by the Client and same are attached hereto in Schedule E.
- B. The Contractor submitted a response to the RFT dated the which is attached hereto in Schedule F ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor and same are attached hereto in Schedule F.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The Contractor agrees to provide the Services described in Schedule B ("the Services") in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").
- 2. The Client agrees to pay the Charges to the Contractor as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice. For the purposes of this Agreement, the Client's Contact is of ; the Contractor's Contact is of .
- 3. This Agreement is governed by the terms and conditions as set out in Schedule A and consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to D attached hereto;
 - ii. The RFT (Schedule E);
 - iii. The Submission (Schedule F).
- 4. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on , unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to with such extension or extensions permitted subject to its obligations at law.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Contractor

 (being a duly authorised officer)

NAME:

 (being a duly authorised officer)

NAME:

Schedule A: Terms and Conditions

1. Contractor's Obligations

- A. The Contractor undertakes to perform its obligations arising from this Agreement with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and subcontractors to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Contractor to its agents and subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 4 the Contractor shall:
 1. provide the Services according to the Specification, in accordance with the RFT, in the manner set out in the Submission (as accepted by the Client) and in accordance with the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security arrangements as notified to it by the Client;
 4. provide the Services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996, Irish Data Protection Act 2018 and Employment legislation. The Contractor will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement; and
 5. comply with the Special Conditions, if any, set out in Schedule D ("Special Conditions").
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its subcontractors and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Agreement to the extent that it or they are retained by the Contractor.
- D. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- E. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "Regulations") and failure to so comply shall constitute a material breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the

Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

2. Delivery of the Services

- A. The Contractor shall provide the Services at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties in accordance with clause 11.
- B. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during this Term are hereby disallowed.

3. Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

4. Payment

- A. Subject to the provisions of this clause 4, the Client shall pay and discharge the Charges, plus any applicable VAT (based on Irish Revenue VAT rules), in the manner specified at Schedule C. Invoicing arrangements shall be that the Contractor will submit all invoices to Furthr at the end of month in which the services were provided. Payment shall be made within 30 days of receipt of a correct and valid invoice, quoting Furthr's Purchase Order Number. For the avoidance of doubt, an invoice shall not become valid until any criteria for payment specified in the invoice have been achieved and/or any due date for payment specified in the payment schedule has passed. Receipt of an invoice shall not be measured from a date earlier than the achievement of such payment criteria or due date as appropriate.
 - 1. Discharge of the Charges is subject to: All Charges shall be payable in Euro (€).
 - 2. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;
 - 3. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

4. The Contractor shall at all times comply with any ongoing reasonable requirements of the Client including, without limitation, the requirement to provide a current Tax Clearance Certificate issued by the Irish Revenue Commissioners. The Client is a State owned commercial semi state company and in accordance with Department of Finance requirements in relation to Public Sector contracts and orders (including the purchase of goods), you are required to provide the Client with a copy of your current Tax Clearance Certificate issued by the Irish Revenue Commissioners. The absence of a current Tax Clearance Certificate will cause you a delay in receiving payment and may prevent the Client from continuing to transact business with you. The Contractor may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate on-line verification of their tax status by the Client.
- B. . Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
 - C. The Charges shall include any and all expenses incurred by the Contractor, its employees, servants and agents in the performance of the Services.
 - D. Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes payable to the Irish Revenue Commissioners by the Consultant under the Contract (these include Professional Services Withholding Tax ("PSWT") and Relevant Contracts Tax ("RCT")). Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Consultant and the Consultant so acknowledges and confirms.

If in the view of the Client this Agreement is a relevant contract as defined in Section 530, Taxes Consolidation Act 1997, then the Client shall be permitted to withhold and deduct Relevant Contracts Tax at 0%, 20% or 35% (current applicable rates) from all payments made to the Consultant in line with instructions issued by the Revenue Commissioners in respect of such contracts at the time of payment. For clarity, it shall be the responsibility of the Consultant to ensure that its tax affairs are kept up to date with the Revenue Commissioners if it wishes for 0% tax to be deducted from payments made to it by the Client. The Consultant shall ensure that the Client has all information necessary to notify the Revenue Commissioners of the relevant contract.

Where PSWT is deducted from a payment, the Employer will generate an Electronic Payment Notification via the Revenue Online Services ("ROS") portal. Credit for PSWT deducted, as shown on the payment notification, should be claimed by a specified person when submitting their tax return. PSWT deducted from a relevant payment is, by virtue of section 526 of the Taxes Consolidation Act 1997, available to be set against the gross amount of income tax or corporation tax chargeable on the specified person who provided the service. It is given as a credit against the amount of income tax or corporation tax chargeable in arriving at the amount of tax payable by the specified person. Where PSWT is suffered by a company who is tax resident in a jurisdiction outside of the Republic of Ireland, a refund request must be made directly to the Irish Revenue Commissioners.
 - E. In relation to Delivery Duty Paid "DDP", the bidder confirms that due to the United Kingdom exiting European Union that it will take into account all adjustments necessary in order to perform its obligations under this Tender and any contract if successful. No adjustment to pricing with the exception of a mandated adjustment in import tariffs or excise duties will be allowed over the duration of the Contract.
 - F. The client has appointed an authorised supplier, to manage and process all of the client's customs clearance requirements for goods being supplied to the client from outside of the European Union. This supplier must be used and the Contractor will be given instructions on how this account will be managed if needed. No other supplier will be accepted by the client in relation to customs clearance requirements.

5. Warranties, Representations and Undertakings

A. The Contractor warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, airport byelaws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
6. where applicable, the status of the Contractor, declared in the "Declaration as to Personal Circumstances of Tenderer" in the Submission, which confirms that none of the excluding circumstances listed in Articles 78-80 of EU Directive 2014/25/EU as implemented into Irish law by the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No. 286/2016) apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 7 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes; and
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 5A.8.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, representations and undertakings as set out at clause 5A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

6. Remedies

- ### A.
- The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise care as outlined in clause 1. The terms of this clause 6A shall survive termination of this Agreement for any reason.

- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

7. Intellectual Property

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the option of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
 - (ii) replace the relevant deliverable with a non-infringing equivalent;
 - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. As an exception to its obligations under this clause 7H the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement. The provisions of this clause 7 will survive the expiration or termination of this Agreement for any reason.

8. Confidentiality

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:
- 1. its professional advisers subject to the provisions of this clause 8; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement as exhibited in Appendix 1 to this Agreement ("the Confidentiality Agreement"). The obligations in this clause 8 will not apply to any Confidential Information:
- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 - 2. which is or becomes public knowledge other than by breach of this clause; or
is independently developed by the disclosing Party without access to or use of the Confidential Information;
or
 - 3. is lawfully received from a third party (with full right to disclose).
- D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. Force Majeure

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event; and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for 30 days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. Termination

- A. Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - i. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party; and/or if the other Party becomes insolvent, becomes bankrupt, is unable to pay its debts as and when they fall due, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.
- B. In addition to what is set out in A above, this Agreement may be terminated by the Client:
 - i. on 30 days notice in writing to the Contractor at any time if there is a breach of any one or more of the key performance levels for the services as set out in Schedule B (the "the Key Performance Indicators");
 - ii. without cause and in the Client's absolute and sole discretion, on 30 days notice in writing to the Contractor at any time;
 - iii. immediately upon notice in writing if there is a Change of Control in the Contractor. A Change of Control will occur if a person who Controls any body corporate ceases to do so or if another person acquires Control of it. Control means, in relation to a body corporate, the power of a person to secure that the

affairs of the body corporate are conducted in accordance with the wishes of that person (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate or (b) by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate and related terms such as “Controlling”, “Controlled by” and “Control” shall be construed accordingly;

Termination by the Client under this clause 10 B, shall be effective in the manner specified in the said notice and shall be without prejudice to any claims which either Party may have accrued against the other. Upon receipt of the notice, the Contractor shall, unless the notice directs otherwise, immediately make every effort to procure cancellation of all existing commitments upon terms satisfactory to the Client. For the avoidance of doubt, the Contractor shall not be entitled to any compensation should the Agreement be terminated by the Client in accordance with Clause 10B.

- C. Where applicable, the Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the excluding circumstances listed in Article 54 of EU Directive 2014/25/EU as implemented into Irish law by the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No. 286/2016).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession. As an exception to its obligations under this clause 10E the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.

If requested, the Contractor shall, upon the termination of this Agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client. The Contractor agrees to the Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

11. Contract Management

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations, including the time scale of completion of the key components of the Services;

2. comply with the reporting arrangements and protocols required by the Client from time to time; and
 3. comply with all reasonable directions of the Client.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client
- D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. Disputes

Subject to clause 13A and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time.

13. Governing Law, Choice of Jurisdiction and Execution

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

14. Notices

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email or facsimile transmission. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- B. All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email transmission, at the time of acknowledgement of transmission.

15. Assignment and Subcontract

- A. Subject to a Party's obligations at law, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party. Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.
- B. The Client may assign, novate, or otherwise transfer this Agreement, or any part thereof, to a third party, upon prior written notice to the Contractor, provided that, such third party is capable of performing its obligations under the Agreement and the Client has discharged its contractual and applicable statutory obligations to the Contractor prior to the date of any such transfer. In addition, the Contractor recognises that the Client is a statutory body. Any reorganisation or change in the legal status of the Client shall not require the consent of the Contractor and not affect the validity of this Agreement, which shall bind and inure to the benefit of any successor body, or bodies, to the Client, together with the Contractor.

16. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

17. Severability

If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

18. Waiver

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19. Non-exclusivity

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

20. Media

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

21. Conflicts, Registrable Interests and Corrupt Gifts

The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to advise the

Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof.

22. Inspection and Access to Premises

- A. Save as the Client may otherwise direct, the Contractor is deemed to have inspected the Client's premises, lands and facilities before submitting its Submission and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement.
- B. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- C. In the event that the premises made available to the Contractor are not returned to the Client within (60) calendar days of the end of this Agreement or Termination for whatever reason the Contractor will be charged a weekly rate of TBC.
- D. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any subcontractor or agent) where the Services are being performed for the Client under this Agreement.

Schedule B: Specification of Services

Insert when completing contract.

Schedule C: Charges

Insert when completing contract.

Schedule D: Special Conditions

A provision in this Schedule shall apply ONLY IF marked as 'applies'.

Special Condition 1 – Time of the Essence

SC 1(A) Time of delivery shall be of the essence. This clause applies to this contract.

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification the Client may release itself from any obligation to accept and pay for the Services and/or terminate this Agreement without prejudice to any other rights and remedies of the Client.

SC 1(B) Right to Impose Liquidated Damages Claim where Delivery Dates not Complied with. This clause does not apply to this contract.

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of per cent of the Charges (or invoice or order price) for the relevant Services ("Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

Special Condition 2 – Remedies

SC 2 Retention for Cause. This clause does not apply to this contract.

If for any reason the Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due ("the Retention Amount") which Retention Amount shall not at any given time exceed per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction; payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this SC 3 shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

Special Condition 3 – Equipment

SC 3 Contractor to provide Equipment. **This clause does not apply to this contract.**

- SC3(A) The Contractor shall provide all equipment and materials ("Equipment") necessary for the provision of the Services.
- SC3(B) All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- SC3(C) The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- SC3(D) The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not accordance with this Agreement; and replace such item with a suitable substitute item of Equipment.
- SC3(E) On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or subcontractors.

Special Condition 4 – Non Solicitation Clause

SC 4 **Non-Solicitation. This clause applies to this contract.**

For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's Key Personnel without that other Party's prior written consent.

Special Condition 5 – Change Control Procedure

SC 5 **Change Control. This clause applies to this contract.**

Both Parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure.

- SC5(A) At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- SC5(B) The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- SC5(C) A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

- SC5(D) All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- SC5(E) The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- SC5(F) On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- SC5(G) In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- SC5(H) The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

Special Condition 6 –

- SC6 **No additional special conditions apply to this contract**

Schedule E: Client's RFT Including Any Clarifications Issued by the Client

Insert when completing contract.

Schedule F: Contractor's Submission Including Any Clarifications

Insert when completing contract.

Appendix 1: Confidentiality Agreement

THIS AGREEMENT is made on the day of 20
BETWEEN:

Furthr of the Trinity Tower, Pearse St, Dublin(hereinafter "the Client") of the one part;

and

, of (hereinafter called "the Contractor") of the other part.

WHEREAS

- A. The Contractor has been identified as the preferred bidder in a procurement competition entitled Request for Tenders for the Provision of dated ("the Competition").
- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client, Furthr and/or any other company that forms part of the Furthr group of companies and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Contract; and
 - 2.2 any and all information which has been derived or obtained from information described in sub- paragraph 2.1
3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
 - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 2.4 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except

- i. to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
- ii. to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

- i. in the Contractor's possession (with full right to disclose) before receiving it from the Client; or
- ii. which is or becomes public knowledge other than by breach of this clause; or
- iii. is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv. is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

- 5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Irish Data Protection Act 2018;
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;
- 5.3 upon termination of the Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i. Irish Data Protection Act 2018 and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.
7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client
the Contractor

SIGNED for and on behalf of

(being a duly authorised officer)

Witness