



QUALIFICATION QUESTIONNAIRE

Establishment of a Panel for	Provision of services of Information and Communications Technology (ICT) Specialists
Procedure	<i>RESTRICTED</i>
eTenders RFT ID	5271306
Enterprise Ireland Contract Reference	2025 / 002
Issue Date	Tuesday, 11th March 2025 @ 5pm (Irish Standard Time)
Closing Date for Queries	Wednesday 2nd April 2025, 9th @ 5 pm (Irish Standard Time)
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders	Thursday 10th April 2025 @ 5pm (Irish Standard Time)
Organisations/Individuals may apply at any time for inclusion on the panel. This Qualification Questionnaire does not form part of the award process for a contract but is a means of including interested parties on a panel from which future tender lists may be sourced. Please note that information relating to this Qualification Questionnaire, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie).	

Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.	

Enterprise Ireland

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Enterprise Ireland

1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of Enterprise Ireland (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by Enterprise Ireland or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. Enterprise Ireland’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

Enterprise Ireland reserves the right to discontinue the procurement process at any time.

2. Summary

Contracting Authority:	Enterprise Ireland
Title of procurement:	Provision of services of Information and Communications Technology (ICT) Specialists
Type:	Service
Duration:	2 years (with option of a further 2 year extension)
Procedure:	Restricted Procedure
Stage in procedure:	This is the first stage of this competitive process whereby any interested party may submit an application in response to this questionnaire in order to be considered for inclusion on the tender list.
Selection Criteria:	As contained in Appendix 1 to this document.

3. About Enterprise Ireland

Enterprise Ireland (the 'contracting authority') is the government organisation responsible for the development and growth of Irish enterprises in world markets. We work in partnership with Irish enterprises to help them start, grow, innovate and win export sales on global markets. In this way, we support sustainable economic growth, regional development and secure employment. By 2024, we aim to reach €30 billion in total exports, as well as R&D expenditure within Enterprise Ireland-supported client companies to reach €1.4 billion spend.

A key part of the agency's vision is to promote market-driven development of products and services, encouraging client companies to engage in these activities. This is supported by grants from the Research Development & Innovation (RD&I) Fund.

The RD&I Fund aims to support projects that can create innovative products and services with a competitive edge in their market. This will help companies boost employment through sustainable and significantly increased sales. The RD&I Fund will assist companies in achieving the following:

- Aligning R&D with business objectives.
- Fostering a culture of innovation that leverages staff creativity towards business goals.
- Maintaining a substantial R&D budget.
- Establishing a skilled R&D team.
- Providing high-quality R&D facilities.
- Implementing effective R&D management systems and procedures.

More information on the RD&I Fund is available from our website;

<https://www.enterprise-ireland.com/en/supports/research-development-innovation-fund>

4. Scope of Requirements

Enterprise Ireland proposes to engage in a competitive process for the establishment of a panel for the provision of ICT (Information and Communications Technology Specialists) to support the technical team within Enterprise Ireland for services required. It is anticipated this will primarily be required under Research, Development & Innovation (RD&I) Fund to evaluate product and service development applications for funding under Enterprise Ireland, Local Enterprise Offices, Udaras na Gaeltachta and IDA Ireland state funding schemes. This service will require specialists with a proven track record as detailed in Appendix 1 below.

The Enterprise Ireland RD&I funding schemes is open to eligible companies of Enterprise Ireland, Local Enterprise Office and Udaras na Gaeltachta subject to the prevailing policies of those agencies. Companies must operate in the manufacturing or internationally traded services areas of business to be eligible for this support and be either currently trading internationally or trading internationally within the short term.

The application has several elements which includes a Business Plan Summary (completed on Enterprise Ireland's application portal), Project Costs Workbook (excel spreadsheet) to capture the costs and a Project Plan document (Word document) a comprehensive detailed plan for the proposed project. The Enterprise Ireland RD&I Fund is open for applications all year round.

The role of the panel member requires the expertise of experienced ICT Specialists to analyse and evaluate RD&I funding proposals against set eligibility guidelines and to complete a detailed technical assessment report. Once assigned, the technical evaluator receives the information document for each funding application.

The following schedule is typically followed for external technical evaluators;

1. The evaluator is provided with proposal information and asked for a quotation and schedule
2. The selected technical evaluator reviews the application focusing on the technical project description and project costs.
3. An introduction to the relevant Agency contact is made and the evaluator is requested to keep them informed throughout the process.
4. The technical evaluator arranges a visit or online meetings with the applicant to evaluate their capacity to undertake the project and the accuracy of their cost projections.
5. The technical evaluator completes the project costs assessment and prepares the technical assessment report.
6. Technical evaluator submits technical assessment report to Enterprise Ireland for review.
7. In some cases the technical evaluator provides feedback comments for areas of potential improvement to the projects that will not be recommended for support.

The number of applications can vary significantly. The IDA Ireland RD&I funding scheme is similar, but the scheduling is less strictly defined and the projects tend to be of bigger value. The typical schedule as detailed in steps 1 to 7 above applies.

The technical evaluation can take up to three (3) days to complete including a visit to the applicant company. The technical evaluator may be required to attend the approving committee for a project discussion.

Expertise Required

The technical evaluators should possess as a minimum the following expertise:

Comprehensive knowledge and experience in all facets of product and service development, along with a thorough understanding of the Irish Research, Development, and Innovation (RD&I) Support Ecosystem.

Proficiency in delivering reports with high levels of technical analysis promptly. These technical assessment reports are crucial for building a commercial case and validating the costs associated with the proposed project.

Expertise in Information and Communications Technology (ICT), covering at least three of the following areas:

- Future Networks,
- Communications and Internet of Things,

- Data Analytics, Cyber Security,
- Data Privacy,
- Artificial Intelligence (with particular focus on Generative AI & Machine Learning), Robotics,
- Digital Platforms,
- Digital Content and Applications and Augmented Reality or Virtual Reality,
- Quantum Computing,
- Microelectronics,
- Electronic Systems Design,
- Integrated Circuits,
- Sustainable Technologies

Strong client management and collaboration skills, enabling effective work with both the relevant state agency and its client company in a flexible manner, while ensuring the strictest confidentiality.

4.1 Numbers Admitted to the Panel

There is no maximum limit to the numbers of Applicants that can be admitted to the Panel. The Panel will be advertised annually but organisations/suppliers may apply at any time for inclusion on the panel. It is anticipated that the panel will be updated on a quarterly basis in order to include new entrants.

4.2 Duration of the Panel

The panel will be established for two (2) years and will be advertised annually with the option to extend for a further two (2) years, subject to a maximum of four (4) years and subject to satisfactory performance, business needs and budget constraints all at the absolute discretion of Enterprise Ireland.

4.3 Estimated Value of the Panel

The level of expenditure cannot be guaranteed in any given year. However, the estimated total value of any purchases pursuant to the Panel will be in the region of €200,000 (ex. VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under this agreement.

It is anticipated that the volume of contracts will be 10 to 15 per annum.

4.4 Admission to the Panel

Admission to the panel will also be subject to the Applicant passing the Pass/Fail Criteria A1 to A4 and also achieving **the minimum scores** or higher applying to the **Weighted Criteria B1 to B2.5** as set out in the pre-qualification questionnaire Appendix A. Applicants who meet

the minimum qualifying requirements will be placed on the panel in ranked order based on the weighted score awarded to their application.

In addition, admission to the panel will be conditional upon the successful Applicants agreeing to the terms and conditions of the panel, a copy of which will be provided on admission to the panel and which will include requirements for the successful Applicants to provide current Tax Clearance details and copies of their relevant insurances.

4.5 Awarding Contracts under the Panel

Qualifying for a panel, does not constitute an award of a contract nor does it indicate that any contract will be awarded. When contracts arise over the duration of the panel they may be awarded by (a) application of specific criteria; (b) rotation; (c) random selection, (d) mini-tender, or (e) price.

4.6 Fees and Inclusive Rates

Rates may be paid on an inclusive daily rate basis. Applicants should note that all fees will be paid as an inclusive rate, additional payments for travel and subsistence will not be made under any circumstances.

Enterprise Ireland anticipates that the market will deliver these services at €950 (ex VAT) as an inclusive daily rate.

Note: Applicants are required to confirm daily rates in Appendix 1 section A5 of the editable appendices.

4.7 Location

Meetings between Enterprise Ireland and panel members will take place at Enterprise Ireland's offices at East Point Business Park, Dublin D03 E5R6.

4.8 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (see Appendix 2). The Data Processing Agreement (DPA) includes Technical and Organisational Measures that Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 2. Tenderers should familiarise themselves with the entire agreement and its obligations. In particular attention is drawn to Annex I (Technical and organisational measures/Data Processing Annex) which must be filled out as part of the tender response. Tenderers may be asked to provide documentary evidence of policies and procedures prior to contract finalisation.

Enterprise Ireland

5. Instructions to Applicants

5.1 Queries

An application means the submission by an Applicant of a completed Qualification Questionnaire and associated appendices.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. Enterprise Ireland does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error, misstatement or omission (negligent or otherwise) in this Document or any other information given to Applicants.

Requests for additional information and clarification on any matters must be made by via e-mail to the messaging portal on eTenders on www.etenders.gov.ie.

All clarifications/additional information will be issued via the eTenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the eTenders website.

All queries should be submitted on or before 17.00 hrs (Local time) on 2nd April 2025 to enable clarifications to be issued to all interested Applicants prior to the deadline date for the receipt of applications.

5.2 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix 1 to this Document, s should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to Panel. In order to ensure that entry to the panel is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly and succinctly.

Where a 'Rule' is associated with a particular criterion, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English or Irish and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of

financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

Applicants for qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality in order to enter into the contract.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of Enterprise Ireland that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary provide the information requested separately for each party. The consortium must appoint a single supplier who will assume overall responsibility for delivery, and who is authorised to sign a contract on behalf of all consortia members. Enterprise Ireland will not act as an arbitrator between members of project consortia.

Enterprise Ireland reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Qualification Questionnaire or to request additional information from a Service Provider after the date for submission of completed Qualification Questionnaires has expired.

This document is not a contract, or part of a contract, or an offer to make a contract. The procuring entity has no obligation to enter into a contract with any Applicant.

Applicants are strictly prohibited from discussing any aspect of their application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

Enterprise Ireland is not responsible for and will not pay for any expense or cost incurred or loss suffered by a Applicant in the preparation or submission of its application or otherwise. Further, Enterprise Ireland is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by Enterprise Ireland. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

5.3 Submission of Applications

Enterprise Ireland is using the Tender Postbox facility on eTenders for submission of applications. All documentation must be uploaded in accordance with the instructions

provided on eTenders, prior to the deadline of Thursday, 10th April 2025 @ 5pm - (local time)]. **Please note it is important to leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time.**

5.4 Evaluation of Applications

Applications will be evaluated in accordance with the selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.5 Clarification of Applications

While not being obliged to seek clarifications from Applicants, Enterprise Ireland reserves the *right*, at its absolute discretion, to ask Applicants for clarification or elaboration of their applications to assist in its evaluation of applications.

However, it is stressed that Enterprise Ireland not seek clarification where any of the pass requirements set out in the Qualification Questionnaire have not been met.

Therefore, Applicants should pay particular attention to ensure that their applications contain all the required information as even small administrative errors (such as failure to sign or date a declaration) will not be clarified by Enterprise Ireland where the required information forms part of the pass requirement.

5.6 Interference

Any effort by the Applicant to unduly influence Enterprise Ireland, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved

5.7 Inducement to Purchase

Enterprise Ireland shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with Enterprise Ireland, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

5.8 Currency and Prompt Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of Value Added Tax (VAT).

Payments will be as agreed with the successful tenderer and method of payment used by the Contracting Authority is normally Electronic Funds Transfer (EFT).

The Contracting Authority adheres to prompt payment legislation and other administrative requirements. In support of this, the Contracting Authority has signed up to the Prompt Payment Code (PPC). As a signatory of the PPC, the Contracting Authority encourages all lead suppliers to endeavour to sign up to the Prompt Payment Code. Full details can be found at <http://www.promptpayment.ie/>

The Contracting Authority also operates in accordance with the European Communities Late Payment in Commercial Transactions Regulations 2012.

5.9 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to Enterprise Ireland. Any registrable interest involving the applicant and Enterprise Ireland or employees of Enterprise Ireland or their relatives must be fully disclosed in the submission or should be communicated to Enterprise Ireland immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the panel. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

5.10 Freedom of Information Act

Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

5.11 Data Protection Legislation

"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**"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where 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 Applicant in response to this Qualification Questionnaire.

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

5.12 Transfer of Data outside the European Economic Area (EEA)

It is the intention of the Contracting Authority that no data gathered on behalf or entered by the Contracting Authority can be stored or processed outside of the European Economic Area (EEA) for the duration of the contract. Tenderers need to clearly state where, geographically, the data is stored and processed, backup/DR data included and confirm that no data is stored or processed outside of the EEA.

In the event that the data needs to be stored and/or processed outside of the EEA, tenderers are asked to specify if an adequacy decision (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) exists in relation to the non-EU country where they intend data storage and/or processing to be carried out.

In the event of a post Brexit situation where the United Kingdom (UK) is outside the EEA and storage and processing of the Contracting Authority's data is intended to be carried out with the UK, a Standard Contractual Clause (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) will be required between the Contracting Authority and successful tenderer. Tenderers must confirm that they are willing engage with the Contracting Authority on putting this measure in place if the situation applies

5.13 Tax Clearance Certificate

It will be a condition of award of contract that the successful panel member shall, for the term of such contract(s), comply with all EU and domestic tax laws. This applies to both Irish Resident suppliers and Non Resident suppliers. Applicants are referred to www.revenue.ie for further information.

Prior to the award of any contract arising out of this competition, the successful Applicant shall be required to supply its Tax Clearance Access Number and Tax Reference Number, where relevant, to facilitate online verification of their tax status by Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable). By supplying these numbers, the successful Panel member, acknowledges and agrees that Enterprise Ireland has the permission of the successful panel member to verify its tax cleared position online.

5.14 Withholding Tax

Payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

5.15 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in delivering contracts awarded to Enterprise Ireland.

The contract[s] awarded on foot of this process will be governed by Irish law.

5.16 Correction of Errors

In general, the following approach will be applied to manifest errors:

- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

5.17 Change in the Composition of a Qualification Questionnaire

Enterprise Ireland reserves the right, but is not obliged, to disqualify any Applicant that makes any change to its composition after submission of a Qualification Questionnaire.

5.18 Notification of Evaluations

All Applicants will be informed of the outcome of their proposals following evaluation and any necessary clarifications. Potential outcomes can be:

- a) Letter of Intent of admittance to panel.
- b) Letter of Regret.

In the case of National value contracts Enterprise Ireland will issue a Letter of Regret with the names of the successful entrants to the panel.

A notice will be despatched to www.etenders.gov.ie on a quarterly basis to announce the entrants to the panel.

5.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful applicants as outlined above and due to resourcing constraints Enterprise Ireland will not be offering individual debriefing meetings to unsuccessful applicants.

5.20 Replacement Personnel

Notification must be sent in writing as soon as possible to Enterprise Ireland on any proposed change of nominated personnel, such change to be subject to the written approval of

Enterprise Ireland. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

5.21 Copyright

Enterprise Ireland will have copyright ownership of any material developed for use by Enterprise Ireland under the terms of this request. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful panel member).

5.22 Brand Names, etc.

Please note in relation to this document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases, it should be understood that the reference in question is accompanied by the words "or equivalent".

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APPENDIX 1 – QUALIFICATION QUESTIONNAIRE

REF	PASS/ FAIL CRITERIA	PASS REQUIREMENT		
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.		
A2	Tax Compliance	Note: Applicants are required to complete a Self-Declaration Form (A4). Applicants should note that where relevant they will be required to provide the evidence self-declared prior to being awarded work under this panel. Refer to individual rules regarding members of a grouping.		
A3	Insurance			
A5	Declaration of Bona Fides	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.		
REF	WEIGHTED CRITERIA	ASSESSMENT	MAX MARKS	MIN REQUIRED
B1	Manpower and Skills	Applicants must demonstrate that they have personnel available with the relevant skills and experience as per Section 4	2,500	1,500
B2	Previous Contracts for Technical Evaluator Services	Applicants must demonstrate the successful delivery of one comparable project in the five categories outlined below (B2.1 to B2.5). Applicants must ensure that the projects listed are similar in nature to Enterprise Ireland's requirements set out in Section 4. The projects may have been delivered by different members of a group but must clearly demonstrate relevant previous experience. Please provide examples of work produced to demonstrate your capability in this area.	7,500	4,500
B2.1		An in-depth understanding of product, process and/or service development with demonstrable experience of having been involved in this at interaction level, policy level and/or analysis level	1500 per project	2700 between 3 projects
B2.2		Experience in the practice or analysis of translating product, process or service development into company growth		

B2.3		Experience in the evaluation of proposals for product, process and/or service development including the evaluation of IP management, protection and exploitation plans.		
B2.4		Experience in product, process and/or service proposal management or development in ICT Technologies	1500 per project	1800 between 2 projects
B2.5		Experience of Research and Development in ICT Technologies		
TOTAL			10,000	6,000

[NOTE 1: Applicants should note that they must achieve a minimum rating of 60% for each of the individual qualitative criteria (B1) to (B2.5) in order to avoid elimination from the competition. Candidates must achieve a minimum score of 4500 across the five projects set in B2.1 – B2.5, with a minimum of 2,700 across projects B2.1 to B2.3 and a minimum of 1,800 across projects B2.4 and B2.5.]

Qualitative criteria will be scored using the following baseline scoring system:

90 – 100%	Outstanding
80 – 89%	Excellent
70 – 79%	Very good
60 – 69%	Good
Less than 60%	Unacceptable

It should be clarified, however, that an Applicant may be awarded any score between 0% and 100% under criterion (B1) to (B2)

Answers should be submitted using the form in Section B below.

SECTION A - PASS/FAIL CRITERIA

A1. APPLICANT SUMMARY

Weighting: Pass/Fail only

Pass requirement: Applicants must complete this section.

Applicant Company Name:				
Address:				
Eircode/Postcode:				
Contact Person:				
Position:				
Office Telephone:				
Mobile Telephone:				
Email:				
Website:				
Date of Establishment, if applicable				
VAT Registration No:				
Legal Structure – Company (Ltd), Partnership, Sole Trader, any other				
Briefing Overview of Organisation including services, supplies offered and markets served				
Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC*	Yes		No	

Name of other parties forming part of the tender submission:		
Name:	Proposed Role	Confirmation Relevant information provided for each party

***Definition as per 2003/361/EC**
The company of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR50million, and/or an annual balance sheet total not exceeding EUR43million.

A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION**Weighting:** Pass/Fail only

Pass requirement: Applicants must complete the self-declaration (A5) providing information regarding their tax compliance. This applies to all group members and to both Irish Resident suppliers and Non Resident suppliers.

A3. INSURANCES DECLARED BY SELF-DECLARATION**Weighting:** Pass/Fail only

Pass requirement: Applicants should complete the self-declaration (A4) providing information regarding the insurances in place and are asked to note that the following levels will be required for the firm(s) being awarded this contract. This applies to all group members.

Insurance Type	Required Level
Employers Liability (not required for sole traders)	€13m
Professional Indemnity	€650,000

NOTE #1

It is stressed that Enterprise Ireland satisfy itself of the capacity of Applicants with regard to the tax, turnover and insurance prior to awarding work under this panel.

A4. SELF DECLARATION RE FINANCIAL AND ECONOMIC CAPACITY			
		YES	No
TAX CLEARANCE		Please indicate your answer by marking "X" in the relevant box	
(A) I confirm being tax compliant with the Irish Revenue Commissioners and that our tax affairs are in order.			
(B) Do you grant Enterprise Ireland permission to verify your tax cleared position online?			
Information required using new tax clearance certificate status adopted in 2016			
Applicant Name:			
Applicant PPSN /Tax Reference Number:			
Tax Clearance Access Number (TCAN):			
OR (B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request		Registration Number:	
		Certificate Number:	
OR (C) I confirm that I currently have applied for a Tax Clearance Certificate that will be made available		Y	N
INSURANCES			
I confirm that we have the following insurances in place:			
Insurance Type	Level in Place	Details of Any Excess	Expiry Date
Employers Liability	€	€	
Public Liability	€	€	
AND			
I confirm that if successful, where the levels required under the contract are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place.		Y	N
AND			
I confirm that I will provide the following promptly on request at any time prior to the award decision being made:		Y	N
- Evidence of insurances in place or - Letter from Insurance Broker confirming that the required levels could be put in place if successful			
Signed:			
Position:			
Dated:			

A5 DECLARATION OF BONA FIDES/STATUTORY OBLIGATIONS

Weighting: Pass/Fail only

Pass requirement: Applicants must complete, sign and date this Declaration. *Enterprise Ireland* reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member.

NOTE: In the case of a consortium, each individual member must complete and sign this declaration

This Declaration, duly completed and signed by an authorised signatory, must be submitted by all Economic Operators.

This Declaration relates to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

MANDATORY EXCLUSION

Economic Operators will be excluded from the procurement process if, within the past five years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	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 Irish Law or the jurisdiction in which the Economic Operator. is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u>			
1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?			
Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

DISCRETIONARY EXCLUSION			
An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three years, or currently apply, to your organisation.		YES	NO
The Economic Operator:		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1.h	- is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or - has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or		
2.1.i	has undertaken to: - unduly influence the decision-making process of the contracting entity, or - obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or - negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

DECLARATION RE STATUTORY OBLIGATIONS				
We confirm that we are fully compliant with the following legislation:			YES	NO
(i)	Employment Equality Acts 1998-2011			
(ii)	Equal Status Acts 2000-2011			
(iii)	National Minimum Wage Act 2000 as amended			
(iv)	Organisation of Working Time Act 1997 as amended			
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007			
(vi)	Disability Act 2005			
(vii)	General Data Protection Regulation 2016/679 and the Data Protection Act 2018			
AND				
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.				
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders.				
This Declaration is made for the benefit of Enterprise Ireland.				
Name of Economic Operator				
Authorised Signatory				
Name in print or block capitals				
Rank / Position				
NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.				

CONFIRMATION OF DAILY RATE

THIS FORM MUST BE COMPLETED AND RETURNED BY ALL APPLICANTS

To:	Enterprise Ireland
From:	
Re:	Panel for the Provision of Information & Communication Specialists (ICT specialists)

- a) I/We have examined the documentation and hereby offer to provide the services in accordance with the details contained within the Qualification Questionnaire Document.

Item	Total Cost proposed (excl. VAT) €	Total Cost proposed (incl. VAT) €
Fixed fee proposal for services as described in section 4.		
Name of Economic Operator		
Authorised Signatory		
Name in print or block capitals		
Rank / Position		

SECTION B - WEIGHTED CRITERIA

B1 INDIVIDUAL SKILLS PROFILE / EXPERTISE

Weighting: 60% (Maximum 2,500 points)

Minimum requirement to remain eligible in the competition: (1,500) Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated and provide a comprehensive CV for those personnel allocated .

Skillset	Name of Allocated Personnel	Confirm CV Enclosed
Total number of suitably qualified resources.		
Indication of relevant expertise. Please provide a response against at least 5 of the specialist areas listed below. There is no maximum limit		
Relevant area	Answer either Yes or No below with a brief description	Please indicate degree of experience. • < 1 year • 1-5 years • 5-10 years • >10 years
Future Networks		
Please provide a brief description of expertise in this area.		
Communications and Internet of Things		

Please provide a brief description of expertise in this area.		
Data Analytics		
Please provide a brief description of expertise in this area.		
Cyber Security		
Please provide a brief description of expertise in this area.		
Data Privacy		
Please provide a brief description of expertise in this area.		
Generative AI		
Please provide a brief description of expertise in this area.		
Robotics and Artificial Intelligence (including Machine Learning)		
Please provide a brief description of expertise in this area.		
Digital Platforms		
Please provide a brief description of expertise in this area.		
Digital Content and Applications		
Please provide a brief description of expertise in this area.		
Augmented Reality / Virtual Reality		

Please provide a brief description of expertise in this area.		
Quantum Computing		
Please provide a brief description of expertise in this area.		
Sustainable Technologies.		
Please provide a brief description of expertise in this area.		
Microelectronics		
Please provide a brief description of expertise in this area.		
Electronic System Design		
Please provide a brief description of expertise in this area.		
Integrated Circuits		
Please provide a brief description of expertise in this area.		

B2 PREVIOUS CONTRACTS**Weighting: 75% (Maximum 7,500 points, minimum 4,500 points)****Minimum requirement to remain eligible in the competition:**

Applicants must demonstrate the successful delivery of one comparable project per specialist area below. Applicants must ensure that the projects listed are similar in nature to Enterprise Ireland's requirements set out in Section 4. Please provide detailed and relevant examples of work produced which clearly demonstrates your capability in this area. The contracts referenced for consideration should provide comprehensive information to enable Enterprise Ireland to determine their comparability to the requirements of this contract. The contracts listed should be chosen to demonstrate your firm's skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow Enterprise Ireland to judge the similarity of these contracts to the services required.

Candidates must achieve a minimum score of 4500 across the five projects set in B2.1 – B2.5, with a minimum of 2,700 across projects B2.1 to B2.3 and a minimum of 1,800 across projects B2.4 and B2.5.

PREVIOUS CONTRACTS**Reference Contract #1 -**

An in-depth understanding of product, process and/or service development with demonstrable experience of having been involved in this at interaction level, policy level and/or analysis level. Please comprehensively complete the table below.

Specialist Area

Client Name

Contact Name

Contact Number

Contact Email

Annual Contract Value

Delivery Date(s)

Detailed contract description

Did the contract involve delivery of the following components;	
Outline your role in the project	
What were the three key challenges for this project?	
What were the deliverables and impact of the project?	
Were all project timelines/milestones met? If not explain reasons	
Was project delivered within budget? If not explain reasons	
Outline how this contract is comparable with the subject matter of the contract being tendered.	
Reference Contract #2 Experience in the practice or analysis of translating product, process and/or service development into company growth Please comprehensively complete the table below.	Specialist Area
Client Name	
Contact Name	
Contact Number	
Contact Email	
Annual Contract Value	
Delivery Date(s)	
Detailed contract description	

Did the contract involve deliver of the following components;	
Outline your role in the project	
What were the three key challenges for this project?	
What were the deliverables and impact of the project?	
Were all project timelines/milestones met? If not explain reasons	
Was project delivered within budget? If not explain reasons	
Outline how this contract is comparable with the subject matter of the contract being tendered.	
Reference Contract #3 Experience in the evaluation of proposals for product, process and/or service development including the evaluation of IP management, protection and exploitation plans. Please comprehensively complete the table below.	Specialist Area
Client Name	
Contact Name	
Contact Number	
Contact Email	
Annual Contract Value	
Delivery Date(s)	
Detailed contract description	

Did the contract involve deliver of the following components;	
Outline your role in the project	
What were the three key challenges for this project?	
What were the deliverables and impact of the project?	
Were all project timelines/milestones met? If not explain reasons	
Was project delivered within budget? If not explain reasons	
Outline how this contract is comparable with the subject matter of the contract being tendered.	

Reference Contract #4 Experience in product, process and/or service proposal development or management in ICT Technologies. Please comprehensively complete the table below.	Specialist Area
Client Name	
Contact Name	
Contact Number	
Contact Email	
Annual Contract Value	
Delivery Date(s)	

Detailed contract description	
Did the contract involve deliver of the following components:	
Outline your role in the project	
What were the three key challenges for this project?	
What were the deliverables and impact of the project?	
Were all project timelines/milestones met? If not explain reasons	
Was project delivered within budget? If not explain reasons	
Outline how this contract is comparable with the subject matter of the contract being tendered.	

Reference Contract #5 Experience of Research and Development in in ICT Technologies. Please comprehensively complete the table below.	Specialist Area
Client Name	
Contact Name	
Contact Number	
Contact Email	
Annual Contract Value	

Delivery Date(s)	
Detailed contract description	
Did the contract involve deliver of the following components:	
Outline your role in the project	
What were the three key challenges for this project?	
What were the deliverables and impact of the project?	
Were all project timelines/milestones met? If not explain reasons	
Was project delivered within budget? If not explain reasons	
Outline how this contract is comparable with the subject matter of the contract being tendered.	

APPENDIX 2 – DATA PROCESSING AGREEMENT



This document is an indication of the form of data processing agreement which the contracting authority intends to conclude with the successful economic operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.

ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on [insert date]

BETWEEN:

- (1) **ENTERPRISE IRELAND** with Principal Office at The Plaza, Eastpoint Business Park, Dublin 3 (EI); and
- (2) [] (the Supplier).

(each a **Party** and together the **Parties**).

BACKGROUND:

- (A) The Supplier is [insert description of the Supplier's business activities].
- (B) [The Supplier is providing the Services to EI [pursuant to an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**)¹].
- (C) In the course of providing the Services to EI pursuant to [this Agreement/ the **Services Agreement**], the Supplier will process Personal Data on behalf of EI. The Supplier agrees to comply with the following provisions with respect to any Personal Data processed on behalf of EI.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions will have the following meanings unless expressly stated to the contrary:

Commencement Date means [];

Confidential Information means any information, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly designated by a Party as

¹ **Note:** this agreement can be used as a standalone processing agreement (to be included as an appendix to a services agreement). Alternatively, the clauses at sections 2 and 3 can be extracted and included directly in the contract for services with the supplier/data processor. We can assist with this as and when required.

being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential, or other matters connected with the Services;

Controller Data means all Personal Data and Confidential Information that may be supplied to the Processor by or on behalf of the Controller pursuant to [this Agreement/ the Services Agreement] or produced or obtained by the Processor wholly or partly at the Controller's expense;

Data Controller, Data Processor, Data Subject, Personal Data, Processing and Prior Consultation shall have the meanings ascribed to them under Data Protection Law;

Data Processing Annex means Annex 1 to this Agreement;

Data Protection Law means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended or replaced); (ii) to the extent applicable, the data protection and information privacy laws of another jurisdiction; (iii) the General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iv) any subsequent re-enactment, replacement or amendment of such laws; and (v) any guidance issued by the Irish Data Protection Commission (or replacement Irish supervisory authority);

Data Security Breach means any known potential or actual breach of the Data Controller's minimum information security requirements or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data;

Group means of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party, 'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014 (Ireland);

Losses means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by the Controller;

Personnel means (i) the officers, employees, agents and contractors (including Subcontractors) of a Party and the members of its Group; and (ii) the officers, employees, contractors and agents of the contractors (including Subcontractors) of that Party and the members of its Group;

Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or

whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business; and

Services mean the services to be delivered by or on behalf of the Data Processor under [this Agreement/ the Services Agreement].

2 DATA CONTROLLER AND DATA PROCESSOR

- 2.1 In order to provide the Services to EI, the Supplier will require certain Personal Data to be made available to it by EI.
- 2.2 The Parties acknowledge that for the purposes of Data Protection Law, EI is a Data Controller (the **Controller**) under [this Agreement/ the Services Agreement].
- 2.3 The Supplier is a Data Processor (the **Processor**) in respect of the Personal Data processed under [this Agreement/ the Services Agreement] on behalf of the Controller. All right, title and interest in the Personal Data shall vest solely in the Controller and the Processor shall not acquire any rights in the Personal Data, except as may be set out in this Agreement [or the Services Agreement].
- 2.4 The rights and obligations of each party in connection with data processing activities are set out in clause 3 below.

3 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

- 3.1 The Controller shall provide the Personal Data to the Processor together with such other information as the Processor may reasonably require in order for the Processor to provide the Services to the Controller.

Obligations of the Processor

- 3.2 **Instructions:** The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, [the Services Agreement] and any other written instructions of the Controller, including those set out in the Data Processing Annex, unless required to do so by Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 3.3 **Disclosure to Third Parties:** The Processor shall not disclose the Controller Data to any third party without the prior written approval of the Controller.
- 3.4 **Data Transfers:** The Processor shall not transfer any of the Personal Data or other information relating to customers of the Controller to a country outside of the European

Economic Area without the correct transfer mechanisms and in accordance with any terms the Controller may impose on such transfer.

- 3.5 **Data Subject Rights:** The Processor agrees to assist the Controller in responding to requests by Data Subjects exercising their rights under Data Protection Law, within such timescales as may be specified by the Controller.
- 3.6 **Assistance:** The Processor shall assist the Controller within timescales that allow the Controller to comply with its obligations pursuant to:
- 3.6.1 Article 32 of the GDPR (Security);
 - 3.6.2 Articles 33 and 34 of the GDPR (Data Breach Notification);
 - 3.6.3 Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
 - 3.6.4 Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement [or the Services Agreement]).
- 3.7 **Breach Notification:** The Processor will notify the Controller within twenty-four (24) hours of the Processor becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Processor shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Controller.
- 3.8 **Restoration:** In the event that any of the Controller Data is corrupted or lost or sufficiently degraded as a result of the any negligence or default by the Processor or its Personnel so as to be unusable then, the Controller shall have the option to:
- 3.8.1 require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do so as soon as possible; or
 - 3.8.2 itself restore or procure the restoration of the Controller Data and require the Processor to reimburse the Controller for any costs incurred in so doing.
- 3.9 **Confidentiality:** The Processor will ensure that its Personnel who Process Personal Data under this Agreement [and the Services Agreement] are subject to obligations of confidentiality in relation to such Personal Data.
- 3.10 **Security:** The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in

particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate:

- 3.10.1 the pseudonymisation and encryption of Personal Data;
 - 3.10.2 the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data and the Services;
 - 3.10.3 the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
 - 3.10.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 3.11 The Processor shall notify the Controller of any material changes to the technical and organisational measures used by the Processor throughout the Term.
- 3.12 **Sub-Processing:** The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller.
- 3.13 If the Processor engages any third party to Process any of the Controller's Personal Data, the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.
- 3.14 The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor and the limitations on liability agreed in clause.
- 3.15 **Demonstrating Compliance:** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by EI or another auditor mandated by EI.
- 3.16 **Infringement:** The Processor will immediately inform the Controller if, in its opinion, an instruction given or request made pursuant to this Agreement [or the Services Agreement] infringes Data Protection Law.
- 3.17 **Termination/Expiry:** On termination or expiry of [this Agreement/ the Services Agreement] (or at any other time on request by the Controller), the Processor shall return or permanently

erase, at the election of EI, all copies of Personal Data received and/or processed by it under [this Agreement/ the Services Agreement] unless European Union or Member State law requires retention of the Personal Data.

- 3.18 The provisions of this clause shall survive the Term until the Processor has returned or destroyed all Personal Data.

Processor Indemnity

- 3.19 The Processor agrees to indemnify the Controller against any and all losses, costs, expenses (including legal expenses), damages, liabilities, demands, claims, fines, actions or proceedings which the Controller may suffer or incur arising out of any breach of this Agreement whether or not such losses were foreseeable at the time of the breach which occasioned them.

4 TERM AND TERMINATION

- 4.1 This Agreement shall come into force on the Commencement Date and shall, subject to the terms of clauses 3.17, 3.18 and 3.19, terminate on [insert date/ termination or expiry of the Services Agreement] (the Term).

5 GENERAL

- 5.1 **Counterparts:** this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement.
- 5.2 **Governing Law:** The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.
- 5.3 **Severability:** If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected.

IN WITNESS whereof this Agreement has been duly executed by the parties to it on the date set out at the beginning of this Agreement.

Signed for and on behalf of **Enterprise Ireland**

Signed for and on behalf of the **Supplier**

Signed _____

Signed _____

Duly authorised by **Enterprise Ireland**

Duly authorised by the **Supplier**

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Enterprise Ireland

ANNEX 1 – TECHNICAL & ORGANISATIONAL MEASURES

Data Flows and/or Record of Processing

Please complete a data flow diagram(s) showing the flow of personal data involved in the delivery of the service. The diagram should show **data** inputs, outputs, storage points including any 3rd parties who are involved in processing the data for all components of service delivery.

The Supplier may choose to complete a record of processing activities (ROPA) table to describe the data processing activities. Where supplied, The ROPA should include the information outlined in Article 30.

DATA RECORD

Complete the following Data Record

Customer:		Supplier:	
Customer Contact Name:		Supplier Contact Name:	
Nature and purpose of the processing carried out by Supplier:	[Insert a description of the purpose of processing]		
Duration of Processing:	[Insert agreed requirements around retention and deletion of the Personal Data]		
Description of data subject:	[Insert description of data subject, ie. Employees, members of the public etc.]		
Personal Data processed as part of the Services:	Delete data sets which are not applicable and/or add further data sets which are not included in the table.		
	Identification Data	includes name, date of birth, driver's license and passport information.	
	Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)	
	Communication Data	includes phone calls, email correspondence and hard copy correspondence.	
	Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.	
	Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information	
	Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to	

		work in certain jurisdictions, salary expectations, interview/screening answers and notes.	
	Financial Data	includes payment related information or bank account details and financial data, pension data.	
	Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.	
	Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]	
Authorised Sub-Processors and transfers:	Sub-Processor	Services	Location & Transfer mechanism (if applicable)
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses /Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
Supplier TOMs:	Technical and Organisational Measures (TOMS) Declaration Below		

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	
Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	
Please indicate if you have any relevant certifications e.g ISO27001/ ISO27701/27017/27018 etc, or if you have undergone any other independent audit of your information security controls, such as SOC2	

If yes, please include a copy of the certificate or a link to an online version of the certificate as part of this response, clearly showing the scope of the certification and the certification body. Please also include the Statement of Applicability.	
Please confirm that the supplier will ensure that clear consent has been gathered for the transmission of any personal identifiable information to a third party and the delivered system will comply with all aspects of the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and the European ePrivacy Directive, including the storage and further processing of the visitor's IP address. Enterprise Ireland may seek supporting evidence at any time during the lifetime of the contract.	
Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	

Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Management commitment to Data Protection	Supplier demonstrates commitment to implementing appropriate Technical and Organisational Measures in such a manner that processing of personal data carried out on behalf of Enterprise Ireland meets the requirements of the GDPR and ensures the protection of the privacy rights of data subjects. Supplier has documented data protection policies and there is regular management oversight of the implementation of the policies	
Data Protection Roles and Responsibilities	Supplier has defined clear Data Protection roles and responsibilities in the organisation. The key staff members have received appropriate training and have been allocated the necessary resources to carry out their duties.	
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). - Where appointed the DPO has been registered with the Data Protection Commission (DPC). - Where a DPO is not required a Data Protection Lead has been identified. The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the organisation in relation to the protection and security of personal data.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	
Termination of Employment	Access to systems processing personal data on behalf of Enterprise Ireland is revoked immediately on termination of employment.	
Supplier/Partner Management	Supplier incorporates data protection measures into sub-processor activities by: - Implementing Data Processing Agreements (DPAs) that are compliant with Art 28 of the GDPR. - Where relevant, sub-processors are assessed on an ongoing basis to ensure the establishment of adequate safeguards for processing personal data - Specifically, processors are assessed/selected for security of processing and physical storage (location) of personal data. All sub-processing must be carried out under contract. Sub-processor contracts are assessed to ensure adequate safeguards are in place.	
Transferring personal data outside the European Economic Area (EEA)	Where applicable, Supplier has taken measures to meet GDPR requirements for international data transfer of personal data processed.	
Data Security Risk Management	Supplier undertakes an analysis of the risks presented by data processing activities and uses this to ensure the appropriate level of security is put in place.	
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	
Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure:	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	- only authorised personnel use their computer system - that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken - any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer - staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. - computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	
Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	
Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to ensure confidentiality, integrity and availability for the personal data that is processed. Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible • minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation. Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	technical incident, including data loss or destruction for example by ransomware	
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	
Malware controls	Malware controls must be in place on all information systems processing EI data that: (i) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs (“Malicious Code Software”), (ii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	implementing the most currently available malicious code signatures.	
Intrusion detection and response policies, standards and procedures	Supplier must maintain policies, standards and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Security Breaches, and encouraging reporting actual or reasonably suspected Security Breaches, including; (i) training Supplier's personnel with access to Information to recognize actual or potential Security Breaches and to escalate and notify the senior management of the foregoing, (ii) mandatory post-incident review of events and actions taken concerning security of Information, and (iii) policies and standards concerning reporting to Regulators and law enforcement agencies.	
Secure disposal	Supplier has policies and procedures in place to ensure the secure disposal of equipment that may contain Enterprise Ireland data.	
Log management	Events, alerts and log information is reviewed on a timely basis to identify potential security incidents. Supplier retains relevant logs in a tamper proof system that supports threat identification and post-incident investigation.	
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls are in place to maintain and monitor data and user segregation	
Secure software development	Supplier must have established rules for the secure development of software and systems, incorporating at least the OWASP secure coding practices and security principles. A secure software development policy and lifecycle must be in place so that 1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
	Systems and apps must be independently penetration tested against at least the OWASP Top 10 Web Application Security Risks before release.	
PCI DSS <i>*Applies only to Managed/Cloud based Services processing payment card data.</i>	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have the relevant Attestation of Compliance (AoC) or Report on Compliance (RoC) documentation.	

Any additional details relevant to the above requirements: