Request for Tenders dated 23/07/2025
to establish a
Single Supplier Framework Contract
for the provision of
Protected Disclosures Training Services

THR077F

Tender procedure: Open Procedure

Tender Deadline: 28/08/2025 13:00
Irish Standard Time

Contents

Part 1: Introduction

Part 2: Instructions to Tenderers

Part 3: Selection and Award Criteria

Appendix 1: Requirements and Specifications

Appendix 2: Pricing Schedule

Appendix 3: Tenderer's Statement

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Appendix 5: Framework Contract

Appendix 6: Confidentiality Agreement

Appendix 7: Social Value, Environmental and Sustainability Commitment Declaration

Appendix 8: Pro Bono Declaration

Appendix 9: Prescribed Persons

Part 1: Introduction

1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority") is issuing this request for tenders ("RFT") as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the "OGP") is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

(The Contracting Authority invites tenders ("Tenders") from economic operators ("Tenderers") for the award of a single supplier framework contract (the "Framework Contract") for the provision of the services as described in Appendix 1 to this RFT ("the Services").

1.2 In summary, the Services comprise:

The provision of advanced-level training for individuals in the public service who are assigned responsibility for receiving and following up on protected disclosures under the Protected Disclosures (Amendment) Act 2022.

1.3 *Not Used.*

1.4 The following entities (each a "Framework Client") may activate (or "call off") the purchase of Services by way of a "Client Contract" in accordance with the rules set out in clause 23 of the Framework Contract set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools

5. An Garda Síochána (Police);

6. The Irish Prison Service; and

7. The Defence Forces.

1.5 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any Framework Contract that may result from this Competition will be issued for a term of four [4] years ("the Term").

1.6 *Not Used.*

1.7 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Contract may amount to some three hundred and sixty thousand Euros €360,000.00 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Client Contracts that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Client Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority / Framework Client does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Framework Contract and/or a Client Contract. The conclusion of a Framework Contract does not guarantee the award of any Client Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Contract has been executed by and on behalf of the Contracting Authority.

In respect of Framework Client Contract, no enforceable commitment of any kind will exist unless and until a formal written notification ("Notification to Activate Services Form" or "NASF") is executed by the Framework Client and furnished to the Contractor in accordance with the requirements of clause 23 of the Framework Contract. Tenderers should note the requirements of clause 23D of the Framework Contract which provides that *"Upon execution by the Contractor of the NASF, the Contractor shall comply with all obligations under the Framework Contract* and the Confidentiality Agreement *for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NASF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract"."*

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. The award of a Framework Contract or a Client Contract under the Framework Contract does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Contract or Client Contract.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith.

In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1 the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below; the information contained in it continues to be correct and

(b) To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK CONTRACT AND CLIENT CONTRACT

2.3.1 The award of Client Contracts under a Framework Contract shall be made in accordance with the rules set out in clause 23 of the Framework Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Contract by signing the Tenderers' Statement at Appendix 3. Tenderers may not amend the Framework Contract or Client Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will **NOT** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than **13:00 Irish Standard Time** on **Thursday 28 August 2025** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.5 All Tenders submitted in soft copy must be compiled in a format that is immediately accessible using standard software such as Microsoft Word, PowerPoint, or PDF readers (or equivalent). Tenderers must ensure that all documents are fully text-searchable **without the use of Optical Character Recognition (OCR) software**.

Documents will be considered unsearchable if, for example:

- They have been scanned as images.
- They are protected against text search or copying.
- They contain embedded documents or files.

The Contracting Authority will not be held responsible for any corruption in electronic documents. Tenderers are responsible for ensuring that all submitted files are intact and uncorrupted.

Please refrain including corporate branding elements or embedded files within your submission.

Completed Tenders must be returned as three [3] SEPARATE Tender Response Documents (TRDs), namely TRD A, TRD B and TRD C.

Tenderers should note to the extent that any specific provision in the RFT in inconsistent or conflicts with any provision in the TRD, the relevant provision of the RFT shall prevail.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **13:00 Irish Standard Time** on **Thursday 21 August 2025** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition

2.8 TENDERING COSTS

2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.9.2 The successful Tenderer must return the original signed confidentiality agreement, as set out in Appendix 6 ("Confidentiality Agreement") to the Contracting Authority in accordance with paragraph 3.6 below. The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement. In the event of a Client Contract (as defined in clause 23D of the Framework Contract) being activated by a Framework Client in compliance with clause 23, the successful Tenderer shall comply with the terms of the Confidentiality Agreement in respect of Confidential Information provided by the Framework Client as if references in the Confidentiality Agreement to the Client were references to the Framework Client. The successful Tenderer shall, if requested to do so by the Framework Client, execute a separate Confidentiality Agreement on the terms of the Confidentiality Agreement set out in Appendix 6 for the benefit of the Framework Client.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for one hundred eighty [180] days commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Client Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be made subject to and in accordance with the Framework Contract at Appendix 5 to this RFT.

2.10.6 Tenderers should note that prices quoted in the Pricing Schedule, as accepted by the Contracting Authority, may be subject to review.

Upon request from the Framework Member, a price increase may only be considered on the second [2nd] anniversary of the Effective Date of the Services Contract (as defined in the Services Contract).

This will be only by the percentage by the relevant Consumer Price Index (CPI), if the CPI has increased or decreased in the edition of that index published by the Irish Central Statistics Office (CSO) most recently prior to that second [2nd] anniversary.

a) Applications for a price review must be submitted by the Framework Member to the Contracting Authority.

b) The acceptance or rejection of the pricing shall be at the sole discretion of the Contracting Authority. The decision of the Contracting Authority in any price review shall be final and conclusive.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Client Contract activated in accordance with clause 23 of the Framework Contract, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the contracting authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this competition.

2.20 SITE VISIT

2.20.1 *Not Used.*

2.20.2 *Not Used.*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any-one [1] claim or series of claims arising out of a single occurrence (if self-employed this is not necessary).
Public Liability	€6.5 million limit for any-one [1] claim or series of claims arising out of a single occurrence per period of insurance.
Professional Indemnity	€1.5 million limit for any-one [1] claim per period of insurance.
Cyber Insurance	€1 million any-one [1] claim and in the aggregate per insurance policy year.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Contract under this Competition, (i)they will, from the Commencement Date of the Framework Contract (as defined in the Framework Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Framework Contract.

2.21.3 The successful Tenderer will, during the term of the Framework Contract, be required to:

(a) immediately advise the Contracting Authority and any Framework Client which has activated a Client Contract of any material change to its insured status;

(b) produce proof of current premiums paid upon request; and

(c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

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

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

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

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

(i) a Declaration in the form attached at Appendix 4;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any subcontractor, supplier, or other entity on whose capacity the prime contractor relies does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition *unless* it replaces the entity concerned with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A ECONOMIC AND FINANCIAL STANDING

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

<table>
<tr><th>Selection Criteria</th><th>Requirement</th><th>Qualifying Threshold</th></tr>
<tr><td>(i) Turnover Requirement</td><td>Tenderers must have a minimum annual turnover of €75,000.00 (ex. VAT) for three [3] out of their last four [4] financial years (or most recent years of service if in operation for fewer than four [4] years). Confirmation of the Tenderers turnover for three [3] out of their last four [4] financial years must be provided in the TRD.

<table>
<tr><th></th><th>Tenderers to insert end date here - DD / MM / YY</th><th>Tenderers to insert end date here - DD / MM / YY</th><th>Tenderers to insert end date here - DD / MM / YY</th></tr>
<tr><td>€ Financial Turnover (excluding VAT)</td><td>€______________</td><td>€______________</td><td>€______________</td></tr>
</table>

Tenderers must, when so requested by the Contracting Authority, in order to demonstrate that they comply with the above requirements, provide any of the following documentary evidence: financial accounts or where the Tenderer’s accounts are audited then audited financial accounts, accountant’s letter/certificate, or auditor’s letter/certificate.</td><td>Pass/Fail</td></tr>
<tr><td>(ii) Statement of Solvency</td><td>Tenderers must demonstrate their ability to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due. Prior to award of a Framework Contract, or when requested by the Contracting Authority, Tenderers will be required to provide the following supporting evidence for the Economic and Financial Standing (Turnover and Solvency):

i) A letter from the Tenderer’s current bank dated within three [3] months of the tender submission deadline confirming that their accounts are in good standing.

ii) An auditor’s/accountant’s statement for the period covered by the accounts (submitted by the auditor) to confirm the Tenderer’s turnover for each of the three most recent financial years (for which audited accounts are available) or where the date of establishment is more recent for each year the Tenderer has been</td><td>Pass/Fail</td></tr>
</table>

	established, meets the requirements; iii) A letter from their principal auditors/accountants confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due. Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied. If the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.	

3.2.B TECHNICAL AND PROFESSIONAL ABILITY

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Selection Criteria	Requirement	Qualifying Threshold
1. RESOURCE REQUIREMENTS	Using the CV template provided in the TRD, Tenderers must confirm and submit that they have at a minimum of either: Two [2] individuals with the following qualifications and experience; i) One [1] nominated individual who is qualified as a solicitor or barrister or EU Registered Lawyer and have a minimum of two [2] years' post qualification experience in the area of Protected Disclosures Legislation and Employment Legislation. The experience required is in relation to procedures and practices including conducting investigations and experience in delivering training in the area of legislation. Nominees should primarily <u>possess substantial experience</u> as solicitors or barristers, though current practice is not required. **And** ii) One [1] nominated individual who has a minimum of two [2] years' experience in the area of Human Resources, with an	Pass/Fail

	emphasis on dealing with workplace complaints and disputes and delivering training. **Or** One [1] individual with the following qualifications and experience: iii) who is qualified as a solicitor or barrister or EU Registered Lawyer and have a minimum of two [2] years' post qualification experience in the area of Protected Disclosures Legislation and Employment Legislation. The experience required is in relation to procedures and practices including conducting investigations and experience in delivering training in the area of legislation. Nominees should primarily <u>possess substantial experience</u> as solicitors or barristers, though current practice is not required. **And** iv) who has a minimum of two [2] years' experience in the area of Human Resources, with an emphasis on dealing with workplace complaints and disputes and delivering training.	
2. PREVIOUS CONTRACTS	Using the template provided in the TRD, Tenderers must confirm and submit that they have at a minimum: i) Details of two [2] reference contracts relating to services provided to either public sector or private sector clients within the past four [4] years. Each reference contract must clearly and comprehensively outline the tenderer's experience and reliability. The services provided under these contracts must be comparable in scope and nature to those required by the Contracting Authority, including design and delivery of Protected Disclosures Training Services as outlined in Appendix 1 to this RFT. ii) In respect of each of the references cited in response to 3.2.B.2(I) tenderers must also provide a signed and dated reference on headed paper confirming the information provided in the reference tables is true and accurate.	Pass/Fail

OVERVIEW OF KEY PERSONNEL – INSTRUCTORS

A CV must be provided for each of the nominated Personnel proposed above, in the format set out in TRD B.

Instructors must not be current serving Civil or Public Servants.

3.3 AWARD CRITERIA

3.3.1 The Framework Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

AWARD CRITERIA	RFT Ref.	AWARD CRITERIA	MULTIPLIER	MAX. SCORE	MIN. THRESHOLD
Criterion 1	Appendix 1 **Section A1.4**	Quality of Tenderer's response in relation to **Training Content.**	24	120	72
Criterion 2	Appendix 1 **Section A1.5**	Quality of Tenderer's response in relation to **Learning Outcomes & Impact of Training.**	16	80	48
Criterion 3	Appendix 1 **Section A1.6**	Quality of Tenderer's response in relation to **Service Delivery.**	16	80	48
Criterion 4	Appendix 1 **Section A1.9**	Quality of Tenderer's response in relation to **Contract Management & Administration.**	14	70	42
Criterion 5	Appendix 1 **Section A1.13**	Quality of Tenderer's response in relation to the **Social Value and/or Environmental and Sustainability Commitment**	10	50	30
Criterion 6	Appendix 2	**Cost of Services Provided**.	N/A	600	N/A
			TOTAL CONTRACT AWARD CRITERIA SCORES	**1000**	

Minimum Threshold Score

Tenderers should note that they must achieve the minimum threshold score as set out above for each individual award criterion. Each Tender will be evaluated in the order of the award criteria set out in the above table. Where a Tenderer does not achieve the minimum threshold score for an award criterion, the tenderer will be eliminated from the Competition at that point and any subsequent responses to remaining award criteria will not be evaluated.

Methodology for calculating marks when evaluating Qualitative Sub-Criteria

A marking system of 0 to 5 (as described in the Table below) will be utilised to score each element of the Response under the relevant Sub-Criteria. A multiplier will then be applied against the 0 to 5 marking system.

The multipliers are set out in the award criteria tables (above) and are calculated by dividing the maximum marks available for each Sub-Criterion by 5.

For example, if a maximum mark of 100 is available, the multiplier is 20; i.e. (100 / 5) = 20. If the Tenderer is awarded a mark of 5 as of the table below (i.e. deemed to be an "Excellent response total of 100 marks to be awarded.

If the Tenderer is marked 2 ("A response where reservations exist…") a total of 40 marks will be awarded (20 x 2).

Weighting	Meaning
5	An excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
4	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a high standard.
3	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	A response where reservations exist. Lacks full credibility/convincing detail, and does not provide confidence to the Contracting Authority that the required services will be successfully delivered.
1	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0	Response completely fails to address the criterion under consideration, or no response provided.

Methodology for calculating marks when evaluating Price Award Criterion

Tenderers will be evaluated on an overall total price. Tenderers must fully complete the TRD C. The total price will be automatically calculated within TRD C to give an overall price for evaluation purposes.

With regard to marking, the lowest price tender, will receive the maximum score achievable under this criterion. The scores of valid tenders will be calculated by using the following formula:

Price Score (Rounded) = (TRMIN/TR) x Y

Where:

- Price Score will be rounded to 0 decimal places

- TR = Tendered Price under evaluation
- TRMIN = Lowest Tendered Price submitted
- Y = Maximum Marks Available

Tie Break Provisions

In the event of an equal total contract award score, the Contracting Authority reserves the right to award the Contract to the higher scoring tenderer, under Award Criterion No. 1 "**QUALITY OF TENDERER'S RESPONSE IN RELATION TO TRAINING CONTENT**" or thereafter, only in case of equal scores on the proposed criterion, the higher score of Award Criterion No. 6 "Price".

In the unlikely event of the rules set out above failing to determine the MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to observe the random selection, either (a) by attending the Contracting Authority's premises; or (b) virtual attendance. Tenderers will be notified in advance of the time/date and any location details of the random selection procedure.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven [7] days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen [14] calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (“Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen [16] calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK CONTRACTS

3.6.1 The successful Tenderer must sign and return the Framework Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven [7] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Framework Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Framework Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

In response to this Competition, Tenderers are required to complete the Tender Response Document ("TRD") which is provided as a separate attachment to this RFT on www.etenders.gov.ie.

The Tender Response Document (TRD) comprises of,

Document A: Tender Response Document, which includes Appendices in this RFT, as follows:

- Tenderer Information
- Declaration of Registerable Interests
- Freedom of Information
- Conflicts of Interest
- Tenderers' Statement (Appendix 3 and Appendix 5 of this RFT)
- Appendix 4
- Selection Criteria and supporting documentation

Document B: Tender Response Document

- Qualitative Award Criteria and supporting documentation

Document C: Tender Response Document

- Pricing Schedule (Appendix 2 of this RFT)

Only the information provided by Tenderers in the TRD will be used in the assessment and evaluation of Tenders. The TRD must be completed in full. Tenderers must address all requirements in all sections and in the format requested. **Tenders not in the format of the TRD will NOT be considered.**

Please refrain from adding corporate branding and embedded files within the Tender Response Documents.

Completed Tenders must be returned in accordance with Section 2.6 of the RFT and as three [3] SEPARATE documents. Brochure content and Appendices will not be evaluated.

Tenderers should note to the extent that any specific provision in the RFT in inconsistent or conflicts with any provision in the TRD, the relevant provision of the RFT shall prevail.

A1.1. INTRODUCTION TO THE PROTECTED DISCLOSURES ACT 2014 AND THE EU WHISTLEBLOWING DIRECTIVE

The Protected Disclosures Act ("the PDA") protects workers from retaliation for speaking up about wrongdoing in the workplace. Persons who make protected disclosures (often referred to as "whistle-blowers") are protected by this law – they should not be treated unfairly or lose their job or face legal proceedings because they have made a protected disclosure. Under the PDA, all public bodies are required to establish formal channels and procedures for their staff to make protected disclosures.

Directive 2019/1937 of the European Parliament and of the Council on the protection of persons who report breaches of EU law ("the Whistleblowing Directive") was adopted on 23 October 2019 and was fully transposed in July 2022. The amended PD Act was enacted on 21 July 2022 and fully commenced on 1 January 2023.

The EU Whistleblowing Directive, which was transposed in July 2022, creates new obligations on all employers in the public sector as regards the receipt and follow-up on protected disclosures. The Directive includes a specific requirement that staff responsible for protected disclosures must be formally trained. This will require all existing staff responsible for protected disclosures in the public service to be retrained. Furthermore, the new obligations imposed by the Directive will likely require new staff to be assigned and trained on protected disclosures. The scope of the requirement therefore is the entire public service, consisting of approximately twelve hundred [1200] individuals.

Appropriate training for personnel designated to receive reports under the Protected Disclosures Act 2014 (as amended) and the EU Whistleblowing Directive is essential to equip public bodies to fulfil their roles and responsibilities under the legislation and thereby enhance and develop a corporate culture in the public service that encourages workers to speak up about wrongdoing in the workplace without fear of retaliation.

The Protected Disclosures legislation and the new Directive can be quite complex. Training is to be delivered by a qualified solicitor or barrister who has a minimum of two [2] years' experience in the area of Protected Disclosures legislation and Employment legislation. The experience required is in relation to procedures and practices including conducting investigations and experience in delivering training in the area of legislation. There is also a requirement for an individual who has a minimum of two [2] years' experience in the area of Human resources, with an emphasis on dealing with workplace complaints and disputes and delivering training as set out in this RFT at Part 3, paragraph 3.2.B.1. The outcome sought is that attendees will understand:

(a) the law as it applies to protected disclosures.
(b) practical considerations in implementing a protected disclosures policy in their organisation.
(c) common difficulties/pitfalls arising in dealing with disclosures and how to address them.

In addition, training may also involve supporting attendees in developing a protected disclosures policy for their organisation. The Contractor must work with the policy unit within the Contracting Authority responsible for the Act on the development of the final curriculum for the course.

In this context, the Contracting Authority wishes to set up a procurement Framework Contract from which a provider for Protected Disclosures Training Services will be established for public service employees who are responsible for receiving and following up on protected disclosures.

Other supports which are currently in place.

Statutory guidance for Public Bodies.

https://assets.gov.ie/8752/e34572256f064479a2ee4f0deaf37b0b.pdf
(Link to be copied and pasted into search engine).

Workplace Relations Commissions Code of Practices

https://www.workplacerelations.ie/en/what_you_should_know/codes_practice/cop12/
(Link to be copied and pasted into search engine).

Tenderers should note that a statutory review of the Protected Discloures Act is envisaged to commence in 2027, whereby a public consultation will be opened.

A1.2. OVERVIEW OF REQUIREMENTS

A1.2.1. The successful Tenderer will be expected to do the following:

i) design, develop and deliver the training;
ii) produce and make available course material, presentations, folders etc;
iii) register the attendance and non-attendance of participants and provide record of registration to the purchasing body;
iv) evaluate the training and provide feedback to OGP and Framework Clients.

The successful Tenderer must keep abreast of any new legislation, new standards and/or new developments in the subject matter within the category over the lifetime of the framework. Such updates must be incorporated in the course content/material as soon as possible after publication of the new legislation/standards/developments. The successful Tenderer needs to have regard to any relevant adjudications of the WRC, the Labour Court or the courts in this regard.

It is expected that the successful Tenderer will be in a position to deliver all courses:

(a) Classroom based face to face delivery.
(b) Virtually i.e. instructor led, live online interactive course delivery.

Tenderers must submit pricing for both live online and also in person training. A broad range of training delivery methods must be available, including face-to-face training, on or off-site and live online sessions, with pricing detailed for each type of delivery.

In response to this RFT Tenderers are required to submit prices for on and off-site training in both Dublin and nationwide, and through live online.

In the event that a third-party venue is required the final pricing of this needs to be agreed between the successful tenderer and the Framework Client ahead of any costs incurred.

While the preferred delivery channel for training delivery is face-to-face, virtual training will continue to be offered to Public Service Organisations.

Service provision and training personnel must be available on all working days Monday-Friday in order to meet the requirements of the Framework Clients.

A1.2.2. OUT OF SCOPE

For the avoidance of doubt, tenderers are advised that this Framework Contract is not for the provision of any Protected Disclosures related services that fall outside of the specific scope and requirements of this RFT. This also includes any type of retention services.

A1.3. FRAMEWORK STRUCTURE

A1.3.1. PROTECTED DISCLOSURES TRAINING SERVICES COURSE – KEY PROVISIONS

PROTECTED DISCLOSURES TRAINING OVERVIEW AND COURSE OBJECTIVES	
Overview and Course Objective	The objective of the Course is to provide participants with the knowledge regarding key aspects of protected disclosures legislation, how to understand the key practical requirements of receiving and assessing protected disclosures and having the confidence to do so, and understanding key requirements such as confidentiality, duty of care and communication.
Course Duration	One [1] day
Maximum Number of Participants per Course[1]	Fifteen [15]
Minimum Number of Participants per Course	Ten [10]
Cost based on	Per Participant Fee
<u>Module 1:</u> Overview of Protected Disclosures	Course content would be expected to be law-focussed, detailed consideration of the Protected Disclosures Act and the Directive (legislation and relevant case law and summary consideration of other sectoral disclosures regimes where applicable (e.g. Health sector), covering matters including but not limited to: • What is a protected disclosure? • Who can make a protected disclosure? • Reporting channels: employer, prescribed person, Minister, legal adviser, other third party. • Special rules for law enforcement, defence, intelligence, international relations and security. • Role of the Protected Disclosures office in the Office of the Ombudsman (This is to be provided for in forthcoming amendments to the general scheme of the Protected Disclosures amendment bill).

[1] Participant numbers cannot be more than fifteen [15] and ideally should be no less ten [10].

	• What protections are available under the legislation.
<u>Module 2:</u> **Operation of a Protected Disclosures Policy**	Course content would be expected to be operations-focussed, practical work-through of the operation of a protected disclosures policy, with worked examples and case studies using the statutory guidelines and the client's own protected disclosures policy where practical (A minimum of two policies must be reviewed), including but not limited to: • Acting as contact point with the reporting person, setting expectations, seeking further information, providing updates. • Initial assessment of disclosures and deciding what follow up action is appropriate. • Principles of investigation of disclosures. • Giving feedback to the reporting person. • Record keeping. • Confidentiality.
<u>Module 3:</u> **Protected Disclosures Process**	Course content would be expected to be troubleshooting, focussed on what can go wrong before, during and after a process and how to avoid it, including case studies. Examining in detail issues including but not limited to: • understanding the distinction between a protected disclosure and a grievance. • balancing the duty of confidentiality with ensuring effective follow up on reports. • being aware of simultaneous disclosures and communicating with prescribed persons and the Protected Disclosures Office • rights of persons named in a protected disclosure. • claims of penalisation for having made a protected disclosure. • dealing with disclosures made to the head or senior management in an organisation. • dealing with disclosures made through multiple channels simultaneously. • dealing with disclosures made anonymously. • obligations under GDPR and the Freedom of Information Act.
Course Duration	One [1] additional optional day.
Cost based on	Per Participant Fee for a one [1] day course
<u>Module 4:</u> **Developing a Protected Disclosures Policy**	An optional workshop on developing a protected disclosures policy for an organisation. Including: • Following the recommendations in the statutory guidelines and the WRC Code of Practice/ • Mandatory requirements under the Transposed Directive concerning the design of the reporting channels. • Developing a policy on confidentiality and data protection; Engaging with relevant stakeholders (staff, management, the public) in developing the policy.

	• Developing a policy on anonymous disclosures. • Governance and reporting structures – e.g. to senior management and/or board (as appropriate). • How to approach evaluation and appraisal of current structure and practices. • How to assess risk of structures or channels being damaged or weakened over time. • Relationship between protected disclosures policy and other internal procedures, such as grievance and discipline; internal controls and compliance, etc. • Effectively communicating the policy to stakeholders. **Note**: In some sectors (e.g. sectoral regulators, law enforcement and defence/security) there may be a need for more bespoke training. For example, the justice and defence sectors may need more detailed training on sections 17 and 18 of the Act. Prescribed persons may need more detailed training on section 7 of the Act and the provisions concerning competent authorities in the Directive.

A1.4. TRAINING CONTENT

A1.4.1. COURSE CONTENT AND DELIVERY

Training will have a specific focus on the legal framework applying to protected disclosures. However, the training will also need to cover effective communications and an emphasis on 'soft skills' more traditionally related to Human Resources Management.

Training should be as practically focused as possible, going through each of the steps and how the designated person will address disclosures and each step of the process.

It is planned that this training will take place over one [1] day and deal effectively with the elements below:

- Overview of the Act and the EU Directive.
- Understanding the different reporting channels:
    - Internal reporting to the employer.
    - External reporting to a prescribed person or competent authority.
    - Reporting to other third parties (public disclosure).
    - Reporting to a Minister of the Government.
    - Role of the Protected Disclosures Office in the Office of the Ombudsman; and
    - Special channels for reporting matters related to law enforcement, defence, security, international relations and intelligence.
- Role and responsibilities of a designated person –
    - Initial assessments, maintaining secure communication and managing timeline/expectations.
    - Confidentiality and impartiality, data and identity protection.

    - Principles for following up on reports received, including how to liaise with discloser for additional information, giving feedback on progress/outcome of follow up, conducting investigations into the matters reported and understanding the rights of other persons named in a disclosure.
    - How to engage with the Third Party Protected Disclosures Investigations Framework.
    - How to end an investigation, including taking action to rectify reported matters while protecting case integrity, providing outcome report to discloser and record keeping/FOI.
    - Supports for employers and reporting persons.
- Dealing with matters which are not disclosures, such as the receipt of grievances or reports which contain information already in the public domain.
- Cooperative/transfer functions between competent authorities.
- What constitutes penalisation, the remedies/relief available and the duty of employers to protect staff from penalisation as well as the role of the WRC/LC/Courts.
- Reviewing processes and communication within organisation.
- How to provide policy information and internal basic training to colleagues/customers.
- Dealing with disclosures concerning misconduct by senior management/head of the organisation, national security matters and other legal obligations.
- Key decisions at WRC, the Labour Court and courts in Ireland, and elsewhere (where relevant), concerning important interpretations of the Act.
- The successful tenderer must keep abreast of any developments in the legislative framework for Protected Disclosures (revision of the Act, amendment of Guidance, public service body procedures, etc.) over the lifetime of any Framework Agreement.
- The successful tenderer needs to have regard to the decisions made by the Workplace Relations Commission. The successful tenderer will also need to keep abreast of the transposition of the EU Whistleblowing Directive and liaise with the Contracting Authority in order to effectively co-ordinate training.

<u>The following are the learning outcomes sought by the Contracting Authority:</u>

- Show an awareness of the obligations and responsibilities related to Protected Disclosures.
- Demonstrate ability to understand the obligations under the Protected Disclosure Act and transposed Whistleblowing Directive.
- Have the confidence in the knowledge gained from the training to appropriately handle Protected Disclosures made within their organisation.
- Demonstrate, through the passing of a multiple-choice test, expert knowledge of processing a Protected Disclosure and the ability to make a compliant decision Protected Disclosure.

- Training must meet a minimum level two on the Kirkpatrick Model or equivalent, from the outset to provide quality assurance on the training and learning outcomes.

A1.4.1.1.

<u>It is expected that attendees who complete the course will understand:</u>

- **a)** National and EU law (including relevant case law) as it relates to protected disclosures and whistleblowing in Ireland.
- **b)** How to develop and implement a protected disclosures policy in their organisation.
- **c)** pitfalls/difficulties that can arise with certain disclosures and how to deal with them.
- **d)** (Module 4) (Optional) How to develop effective protected disclosures procedures and policies for their organisation.

A1.4.2. UPDATING AND MAINTENANCE OF CONTENT

The successful tenderer must keep aware of any changes to legislation, in particular the new EU Whistleblowing Directive, new standards in best practice as well as any guidance issued by the Contracting Authority, any statutory Codes of Practice issued by the Workplace Relations Commission (WRC) and any key cases adjudicated by the WRC, the Labour Court or the courts that have any important implications for how the legislation should be interpreted.

Any such changes must be incorporated fully in the training programme and materials provided as soon as possible, throughout the duration of the framework.
The successful tenderer should be familiar with the supports and resources currently provided centrally (as outlined above) and incorporate the key messages and be aware of the necessity to keep materials relevant and up to date.

The successful Tenderer will be responsible for maintaining and updating all content on an ongoing basis for the duration of the Contract, the cost of this should be factored into the pricing.

The successful Tenderer must ensure that it remains current, relevant and includes any new concepts or developments in the subject matter (including any changes of a policy, legislative, technological, or operational nature). This includes reflecting and responding to participant feedback, both from evaluations and “on the ground” (e.g. common queries raised in course sessions).

The successful Tenderer must agree to ongoing collaboration and regular review meetings with the Contracting Authority in this regard. To that end, the successful Tenderer must stay up to date on any new legislation, new standards and/or new developments in the subject matter for the course over the lifetime of the Framework Contract and update content accordingly, and where requested the Contracting Authority.

A1.4.3. COURSE CUSTOMISATION

The adaptation of the Course Content shall be included as part of the Services sought in the RFT and all prices provided must include Adaptation of the Course Content. The degree of course customisation is not envisaged to be used for a majority of the trainees but rather specific circumstances where organisational policies may diverge. For example, the justice and defence sectors may need more detailed training on sections 17 and 18 of the Act. Prescribed persons may need more detailed training on section 7 of the Act and the provisions concerning competent authorities in the Directive.

This customisation should be agreed between the client and the supplier as part of the service prior to Framework Client drawn down of services.

The successful Tenderer must be responsive to and allow for course customisation requests when required by Framework Clients at no additional charge. This includes making appropriate changes to content focus ensuring relevancy to specific organisations or to specific target audiences.

Where there is course customisation required, the minimum and maximum number of participants may be reviewed by the Contracting Authority.

The successful Tenderer must arrange any special requirements and or reasonable adjustments for learners with specific needs, e.g. JAWS, NDVA, ZOOMTEXT and provide training packs, where requested, that meet these particpant needs, using/providing the appropriate equipment, where Civil Service facilities are not available.

Design, Develop & Deliver

In event of changes to Protected Disclosures legislation during the Framework Contract, the successful Tenderer must design, develop and deliver both existing and new course content in line with changes to Protected Disclosures legislation.

Any content designed, developed and delivered is subject to final approval by the Protected Disclosures Policy Unit prior to any training delivery.

A1.4.4. INTELLECTUAL PROPERTY

All training materials must be the intellectual property of the Contracting Authority and must be returned to the Contracting Authority at its request, or on termination of any contract, and must not be used by the successful Tenderer outside of the Framework.

For further details of Intellectual Property Rights, please see clause 6 of Schedule A: Terms and Conditions of the Framework Contract.

A1.4.5. TRAINING MATERIALS AND EQUIPMENT LOGISTICS AND HANDLING

The successful Tenderer must be in a position to ensure that all course sessions are delivered smoothly. This includes but is not limited to:

a) Providing all relevant training materials to the required training location in /advance of commencement of the course session for face to face course delivery (e.g. instructor presentations, trainer and trainee packs, workbooks, handouts, attendance sheet, multi-choice questionnaire and Evaluation sheet etc.)This requirement will apply for all training locations where requested by a Framework Client (e.g. any Framework Client training venues nationwide and all successful Tenderer-sourced venues).

b) Ensuring all relevant presentations and exercises (including samples content) are available on the equipment used by the successful Tenderer for face-to-face training and virtual delivery. For face-to-face training, the successful Tenderer must also ensure that instructors have access to all training materials (e.g. videos) without the requirement for internet or network access during the session(s).

c) Ensure all training materials which the successful Tenderer are responsible for providing are accessible to all participants, including participants with disabilities or those who use assistive technologies.

d) Ensure that a Confidentiality form is handed out to all participants and is collected prior to the commencement of training. The successful Tenderer must ensure that all forms are signed in advance of any discussions taking place. The content and structure of this form will be agreed in conjunction with the Contracting Authority.

A1.5. LEARNING OUTCOMES & IMPACT OF TRAINING

A1.5.1. Learning Outcomes

The following are the learning outcomes sought by the Contracting Authority:

- Show an awareness and understanding of the obligations and responsibilities under the Protected Disclosure Act and transposed Whistleblowing Directive;
- Have the confidence in the knowledge gained from the training to appropriately handle Protected Disclosures made within their organisation;
- Demonstrate, through the passing of a multiple-choice test, expert knowledge of processing a Protected Disclosure and the ability to make a compliant decision Protected Disclosure.

Training must meet a minimum level two on the Kirkpatrick Model or equivalent, from the outset to provide quality assurance on the training and learning outcomes

If Module 4 is completed by a training cohort the learning outcomes sought by the Contracting Authority are:

- Have the confidence in the knowledge gained from the training to work with stakeholders to develop and implement a protected disclosures policy in their organisation.

- Demonstrate the ability to review existing practices and how to go about evaluating and improving their effectiveness.

A1.5.1.1.

It is expected that attendees who complete the course will understand:

(a) National and EU law (including relevant case law) as it relates to protected disclosures and whistleblowing in Ireland;

(b) How to develop and implement a protected disclosures policy in their organisation;

(c) Pitfalls/difficulties that can arise with certain disclosures and how to deal with them.

(d) (Module 4) (Optional) How to develop effective protected disclosures procedures and policies for their organisation.

It should be noted that officials from the Contracting Authority may be in attendance on any course for evaluation purposes, to monitor quality and to ensure requirements are met.

A1.5.2. Impact of Training

The impact of training is a priority for the Contracting Authority. With this in mind, it is essential the successful Tenderer works collaboratively with the Contracting Authority to identify and use the best methodologies and tools for ensuring there is an impact on the business.

This is in line with the obligation on all Irish public bodies to treat public funds with care, and to ensure that the best possible value for money is obtained whenever public money is being spent or invested. Spending should take place in the context of clearly identified objectives, with actions and processes to review the outputs and outcomes achieved. This will provide assurance in terms of delivering value for money, as well as providing evidence to assist in future decision making.

A learning outcomes evaluation may be conducted by the Contracting Authority and/or the Framework Clients on selected courses. Training providers will be expected to cooperate fully in the conduct of such evaluations.

The Contracting Authority will monitor the operation of the Framework and the quality of services provided and in this regard it may require that the training evaluation responses be copied to it from time to time.

A1.6. SERVICE DELIVERY

A1.6.1. TRAINING DELIVERY REQUIREMENTS

A broad range of training delivery methods must be available through a series of classroom based face to face training sessions on or off site and live online sessions for the duration of the framework.

The tenderer will use software that is designated to be appropriate by the Public Service that will allow for audio-visual presentations and allow for dialogue between the presenters and trainees to better facilitate learning.

A1.6.2 BOOKING & SCHEDULING

Tenderers are required to include, with the TRD, a proposal that demonstrates their booking and scheduling tool that at a minimum, be able to:

- Acknowledge requests for training within three [3] working days;
- Take the Framework Client's enquiries, requirements and course bookings. The successful Tenderer must also be able to highlight efficiencies in bookings and attendance numbers, where participants from various Framework Clients can be formed and consolidated in training groups in various locations nationwide;
- Allow flexibility to cater for 'Open enrolment' and 'Intact' Training Courses as requested by the Framework Client:
    - **Open enrolment** = participants in a given Training Course are from more than one Department / Public Service Body

  - **Intact** = participants in a given Training Course are from one Department / Public Service Body only;
- Provide a system of scheduling, where the lead time for the Training Course is a minimum of two [2] weeks and maximum of four [4] weeks, unless otherwise requested by the Framework Client. This system must include a waiting list that will allow for trainees to have the option to be enrolled in upcoming dates.
- Ensure accurate booking information is provided to the Framework Client;
- Capture the demand for courses and adjust frequency of courses to meet demand. The successful Tenderer must respond to Framework Clients who were not readily accommodated with a Training Course at the first instance, and propose and agree with the Framework Client suitable alternative dates;
- Manage multiple Training Courses for several Framework Clients under multiple Services Contracts;

TASK	RESPONSE TIME
Provide a system of scheduling, where the lead time for the Training Course is a	minimum of two [2] weeks and maximum of four [4] weeks, unless otherwise requested by the Framework Client
Acknowledge requests for training	Within three [3] working days
Complete and return Notification to Activate Services Form (NASF)	Within five [5] working days
Respond to straightforward queries	Three [3] working days
Respond to complex queries	Five [5] to ten [10] working days
Respond to meeting requests	Three [3] working days
Clients to be contacted to schedule all requested online and face to face requirements, assessments or Services	Within three [3] working days
Appointments for all requested online and face to face requirements, assessments or Services to be agreed with the Framework Client.	

A1.6.3. CANCELLATION POLICY

A1.6.3.1 In the event a Training Course is cancelled by the Contracting Authority/Framework Client with more than five [5] business days' notice in advance of the proposed start time, no costs will be applicable to the Contracting Authority/Framework Client or the respective participant's Departments/Organisations.

Any facilities suggested must accept a forty-eight [48hour cancellation notice at no cost to the Framework Client. It is the successful Tenderer or Framework Members responsibility to ensure that the venue accommodates this.

A1.6.3.2 In the event a Training Course is cancelled by the Contracting Authority/Framework Client with less than five [5] business days' notice in advance of the proposed start time, then the equivalent of the "per participant rate" of that particular category of training, up to the minimum number of participants noted in the table at Section **A1.3.1.**, will be paid to the successful Tenderer.

A1.6.3.3 If the successful Tenderer cancels a Training Course with more than five [5] business days' notice in advance of the proposed start time, no associated costs will be charged.

A1.6.3.4 If the successful Tenderer cancels a Training Course with less than five [5] business days' notice in advance of the proposed start time, the successful Tenderer will be liable for all associated costs, including staff Travel & Subsistence costs (T&S costs) which have been incurred.

A1.7. TRAINING LOCATIONS, TYPES AND VENUES

A1.7.2. VIRTUAL DELIVERY OF TRAINING

Training Programmes must be delivered via a virtual learning environment or via a combination of face-to-face classroom and a virtual learning environment, as deemed necessary or appropriate and in consultation and agreement with the Contracting Authority and the successful Tenderer.

To better facilitate learning, the successful Tenderer must only use software deemed appropriate by the Contracting Authority that will allow for audio-visual presentations, collaborative learning (e.g. breakout rooms) and allow for dialogue between the instructors and participants.

Virtual classes may be hosted on a third-party platform such as Cisco WebEx Training, Microsoft Teams or other platforms, which are deemed secure by Framework Clients IT policy. This platform shall be licenced and managed by the successful Tenderer.

The platform must be an industry standard platform with functionality including but not limited to Polls, Q&As, Chats, Tests and Breakout Rooms, present desktop/application features and must be device agnostic.

An email should be issued to participants five [5] days in advance of training. This should include:

- **a)** An encrypted link to the virtual session with clear instructions on how to access.
- **b)** Any handouts required to allow participants an opportunity to print in advance of the training session.
- **c)** The contact details of a member of the successful Tenderers team who will be available on the day of training should they encounter any technical difficulties accessing the training.

The successful Tenderer must ensure that the instructors are familiar with the software used and have sufficient experience and competencies to deliver the training session virtually. The successful Tenderer must devise a method to track attendance at the virtual training session.

All virtual sessions must be set up with a "waiting room" and the successful Tenderer's Instructor(s) must be present at least fifteen [15] minutes prior to session commencement to ensure the virtual session is set up and participants are admitted promptly.

Participants' microphones and cameras must be turned off by default upon admittance to the virtual Training. The successful Tenderer will also be responsible for moderating the virtual session (e.g. muting participants' microphones when not speaking, ensuring all participants have suitable opportunity to participate and ask questions).

A1.7.1. FACE TO FACE

The facilities at each location must be easily accessible by means of public transport. It must be capable of accommodating fifteen [15] participants and trainers and must be capable of being configured to suit individual requirements and conducive to creating a learning and development environment.

In the event that the successful Tenderer is responsible for providing the training facilities, the successful Tenderer must make available suitable light refreshments for all participants, e.g. tea, coffee, snacks and water.

The facilities must provide a flexible layout which allows:

a) The capacity to give each delegate writing space.
b) Equipped with modern communications equipment including a digital projector.
c) Simple and effective environmental controls (heating or air-conditioning).
d) Effective and flexible window blinds that can be easily adjusted.
e) Flipchart and pens, with spare chart and pens to hand.
f) Drinking water and cups must be available at all times.

Note: In the event that a third-party venue is required the successful tenderer is required to supply a training venue/venues and prices must be agreed separately in writing with the Framework clients prior to booking.

All venues proposed by the successful Tenderer must have a comprehensive plan in place to demonstrate how they comply with all Government and Health Service Executive (HSE) public health advice in force at the time of the session being delivered.

Tenderers must provide a price for the **maximum per participant rate** for the hours of **09.30 to 17.00 hrs with one [1] hour lunchbreak** with maximum number of fifteen [15] participants. Tenderers must ensure that there are no variations to the duration/number of hours training.

A1.7.3. ACCESSIBILITY

It is essential that all venues for the training course must be accessible to people with disabilities. Where the successful Tenderer is responsible for providing the training venue, it is solely responsible to ensure the venue meets all accessibility requirements.

For example, it is expected that wheelchair users will be able to independently access the training venue, including (but not limited to):

a) from the street into the venue.
b) from the venue entrance into the training room.
c) between the training room & a suitable (accessible) toilet.
d) between the training room & the area designated for the breaks.

Within the training room itself, practical considerations for accessibility, such as sufficient lighting to enable lip reading, proper layout of the room and position of the instructor to facilitate sign language and lip reading, and provision of loop systems to facilitate those with hearing impairments, should be made where necessary. The instructor should identify and respond to the accessibility requirements of the attendees regarding room layout before commencing training and throughout the day.

In identifying a suitable venue, Tenderers should have regard to the National Disability Authority's Venue Accessibility Checklist, available here: http://nda.ie/Good-practice/Guidelines/Procurement-

and-Accessibility/Appendix-3-Venue-Checklist/

The Contracting Authority may inspect the venues proposed by the successful Tenderer to ensure they meet all requirements.

The training facilities proposed by the successful Tenderer must be acceptable to the Contracting Authority and any proposed new venues must be approved in advance.

A1.7.4. CONTINUITY OF SERVICES

Continuity of Service is imperative to the delivery of the Protected Disclosures Training Services. The successful tenderer must have a business continuity plan in place which covers all aspects of service delivery.

This plan must at a minimum include managing business disruption and highlight how the Protected Disclosures Training Services provider will ensure an effective and continued delivery of Services, particularly during times where difficulties or issues may arise.

Any continuity of services plan must include clear timelines for resolution of issues.

A1.8. RESOURCES AND TRAINING PERSONNEL

A1.8.1. ORGANISATIONAL CAPACITY

The successful Tenderer must have the organisational capacity to meet the demand for Protected Disclosures Training Services. This includes having sufficient Key Personnel and appropriate logistical and administrative support.

The successful Tenderer must be able to deliver training in all required locations nationwide.

The successful Tenderer must have sufficient capacity to deliver multiple course sessions concurrently, including delivering more than one session on the same day in different locations and/or live online.

The successful Tenderer must be able to meet the Public Service's training needs and must also be in a position to scale up their organisation as necessary, if required, to meet increased demand for training over the lifetime of the Contract.

A1.8.2 PROPOSED INSTRUCTOR RESOURCES

The successful Tenderer shall provide instructors with the relevant skills, experience and qualifications appropriate to the subject matter to ensure effective and credible learning. All instructors must be able to present the subject matter in an easily understandable manner.

This should include, inter alia, explaining concepts in plain English to participants and delivering information to a group of participants with different levels of experience / comprehension of the training content.

The successful Tenderer must provide an instructor(s) to act as the Lead Course Instructor(s). The Lead Course Instructor(s) will be responsible for ensuring consistency in the delivery of the training to participants throughout all modules and training courses. The Lead Course Instructor may also undertake the role of Contract Manager for the purposes of the Services Contract.

A1.8.3 KEY PERSONNEL

All Instructors including the Lead Course Instructor(s) shall be considered as *Key Personnel* for the purposes of Clause 2, Schedule A of the Services Contract – Appendix 5 and no change shall be made to the identity of the nominated personnel without the prior written consent of the Contracting Authority.

Instructors and their delivery will be reviewed and evaluated on an ongoing basis by the Contracting Authority and participants as part of the training course evaluation process.

On occasion, and without prior notification, the Contracting Authority will carry out observations on training delivery to ensure instructors are delivering to the satisfaction of the Contracting Authority and will provide feedback to the successful Tenderer. The Contracting Authority reserves the right to require removal and substitution (*Replacement Personnel*) of any individual instructor that they regard as unsuitable or where participant feedback indicates that training objectives are not being met.

The successful Tenderer shall immediately notify the Contracting Authority in writing of the unavailability of any Key Personnel and replace that person with a person of equivalent skills, experience and qualifications (*Replacement Personnel*) prior to instructing any training courses. The Contracting Authority shall have the absolute discretion as to the suitability of any proposed Replacement Personnel.

The nominated individual for this requirement must have a back-up of equal capability/ experience/ knowledge and must be available at all times, for each individual, in the event of absence etc. The individuals will have in-depth knowledge of the public sector and current policy.

In the event that the Contracting Authority, in its sole discretion, is dissatisfied with the performance of any nominated Instructor, it may require that a replacement, with appropriate experience, be appointed by the Contractor within a timeframe to be specified by the Contracting Authority.

A1.8.2. ORGANISATIONAL CAPACITY TO DELIVER VIRTUAL TRAINING

The successful Tenderer must ensure that the instructors will have the necessary equipment to facilitate training. This includes, for example:

- **a)** Internet access (of a suitable capacity to facilitate virtual training).
- **b)** Equipment to access the virtual training platform (e.g. laptop or computer).
- **c)** Equipment to ensure clear delivery of the training (e.g. microphone, camera / webcam).

The successful Tenderer must ensure that all Instructors are experienced in delivering virtual training and are able to deliver engaging and interactive training in a virtual setting while ensuring etiquette of the virtual training is maintained. Instructors must be able to ensure that all participants have the opportunity to participate during the session (whether speaking, via text-based chat etc.).

A1.9. CONTRACT MANAGEMENT & ADMINISTRATION

A1.9.1. FRAMEWORK & CONTRACT MANAGEMENT

The successful Tenderer will ensure a high level of performance under the Contract throughout its lifetime. This includes the initial contract mobilisation period and the day-to-day management of the contract.

The dedicated Key Account Manager (as described in A1.9.2 below), the Contracting Authority and Framework Client will meet every six [6] to twelve [12] months or at any other time as deemed necessary by the Contracting Authority and Framework Client, in its sole discretion from time to time (“Contract Review Meetings”). Other attendees may be invited by the Contracting Authority and Framework Client to attend the Contract Review Meetings depending on the subject matter being proposed for discussion which will include but not limited to the following;

a) Review performance by the training Service supplier.

b) Identify operational measures required of the training Service supplier or Contracting Authority or Framework Client to improve the actual performance by the Service supplier.

c) Modify and/or adjust any corrective action previously introduced, as appropriate.

d) Identify and discuss relevant issues between the parties to the Framework Contract and/or Framework Agreement.

The successful Tenderer must ensure a Contract Management Plan is in place that demonstrates how the requirements outlined will be met and must also include a Service implementation plan.

The successful Tenderer must provide approximate scheduling of Services within their Service Implementation Plan to include at a minimum a clear timeline and milestones for Service delivery including how they will manage the overall Framework and any individual contracts awarded and how they will ensure adherence to plans and timeframes set.

A1.9.2. COMPLAINTS PROCEDURE

The successful Tenderer must provide a system for handling all complaints, including the escalation of complaints where required.

Complaints must be systematically recorded by the successful Tenderer and reported on a quarterly and annual basis, or as agreed with the Contracting Authority and Framework Client. These reports will include, but not limited to, complaints handling, access, frontline resolution, investigation, recording the complaint, response, redress, monitoring and learning.

TASK	RESPONSE TIME
Service provider must acknowledge complaints by email	Within one [1] working day of the details of the complaint being received by the Service provider.
Service provider must provide updates to the Contracting Authority	At intervals of two [2] working days until a satisfactory resolution has been agreed which is mutually acceptable to both parties

A1.9.3. Key Account Manager

The successful Tenderer must provide a dedicated Key Account Manager to oversee the effective and efficient operation of the Framework Contract.

a) A Curriculum Vitae for the proposed Key Account Manager must be provided.

b) The dedicated Key Account Manager will be required to develop a good understanding of the operation and composition of the Framework Client organisation in order to appreciate the challenges that may present. Their responsibilities will involve, inter alia:

i) Developing a comprehensive understanding and knowledge of the individual culture and practices of each Framework Client to whom they provide specific Services.

ii) Being contactable and available to resolve any issues arising and provide directions/advice during the term of the Client Contract or Services Contract.

iii) Ensuring a timely response to queries from Framework Clients and the Contracting Authority.

iv) Responding to any incidents that may arise as efficiently and effectively as possible.

v) Meeting with each Framework Client and the Contracting Authority at least twice per year to discuss and evaluate Service delivery.

vi) Monitoring and reporting to the Framework Clients and Contracting Authority on the Client Contract or Framework Contract including but not limited to case handling.

vii) Liaising with the Framework Clients and the Contracting Authority to ensure the efficient and effective operation of the Client Contract or Framework Contract; and fully engaging in resolving any disputes.

viii) Ensuring that any commitments or agreements made with the Framework Clients and Contracting Authority are delivered and ensure that any colleagues or affiliated organisations/professionals are aware of such commitments or agreements.

ix) Cooperate with the Protected Disclosures Training Services contact within the Framework Client and Contracting Authority.

In accordance with Clause 2 of the Framework Contract, no change shall be made the identity of the dedicated Key Account Manager (referred to therein as “Key Personnel”) without the prior written consent of the Contracting Authority.

If the Contracting Authority, in its sole discretion, is dissatisfied with the performance of a Key Account Manager, it may require that a replacement, with appropriate experience, be appointed by the Service supplier within a timeframe to be specified by the Contracting Authority.

A1.9.4. CONTRACT MANAGEMENT INFORMATION REQUIREMENTS

A1.9.4.1 The successful Tenderer must provide management information to the Contracting Authority/Framework Client (s), at a minimum, on a quarter-yearly basis; or on a more frequently needs basis, as may be requested by them.

The Successful Tenderer must have a robust reporting system, with a separate account set up for each Framework Client, to report and draw data on the basis described below including but not limited to:

Quarterly Reporting to individual Framework Clients:

- Reporting to Framework Clients on course delivery, satisfaction levels with work quality.
- Course delivery.
- Attendance levels.
- Course feedback form results.
- Service continuity and contingency.
- Quality assurance measures taken with regards to Framework Clients contracts (example quality of training provided).
- Financial data and invoicing, and,
- Any other matters deemed relevant by the successful Framework Member and the Framework Client.

Quarterly Reporting to the Contracting Authority:

- Number of framework clients and number of contracts awarded thereunder.
- Course demand, uptake and location distribution.
- Number of courses requested and numbers per course.
- Number of participants not accommodated.
- Summary of feedback received by Framework Clients.
- Financial data and invoiced amount.
- Any additional cost if applicable e.g. venue hire.
- Any other matters deemed relevant by the Framework Member and the Contracting Authority.

A1.9.4.2 The Framework Member shall provide detailed statistical management information reports to the Contracting Authority and Framework Client, as may be requested by them, on a quarterly and annual basis, or as agreed with the Contracting Authority and Framework Client, to show that the Service is being delivered to the required standard and is providing value for money. Management information and any other bespoke reports will be the responsibility of the dedicated Key Account Manager. The reports must be provided electronically and presented in Microsoft Excel or an equivalent agreed format.

A1.9.4.3 The Framework Member will be expected to conduct trend analysis and suggest and provide an active response to any findings, if requested. The Service supplier will respond to requests from the Contracting Authority and Framework Client during the life of the contract to develop and carry out any additional audits and Service monitoring which may be identified.

A1.9.4. The Framework Member should devise suitable, sufficient and appropriate audit tools and methods of monitoring and reviewing their Service delivery. The Framework Member may be asked to submit their proposals to the Contracting Authority and Framework Client for audit, monitoring and review of Services, including a schedule for when and how often these will be carried out. The management information reports must at all times protect the confidentiality of the user.

PROTECTED DISCLOSURES TRAINING - CONTRACT MANAGEMENT INFORMATION REQUIRED ON A QUARTERLY & ANNUAL BASIS		
1	**Service Information**	Year
		Quarter
		Module Requested
		Framework Client
		Sector: • Central Government • Education • Health

		• Local Government • Defence
		Open/Intact
		Training Venue
		Course Duration
		Date of Training Request
		Date of Training Delivered
		Location of Training (Classroom or Virtual)
		No. of Participants
		No. of Absentees
		Name(s) of Trainer(s) Assigned
		Signed NASF submitted
		Status (On hold, Cancelled, Completed)
2	**Value (€)**	Total Billed (ex VAT)
3	**Additional Information**	Details of any Relevant Matters or Issues Arising
		Trend Analysis, to compliment above information.
		Social Value and Environmental and Sustainability Commitment • Evidence of Pro Bono Hours provided to charities sector for up to ten percent [10%] of the overall number of end users availing of Protected Disclosures Training every six [6] months.

Annual Report to the Contracting Authority

The successful Tenderer will be required to provide an Annual Report that aggregates the above quarterly and bespoke reporting to Contracting Authority, on request, to present results on a national level and submit this Report to the Contracting Authority.

Note: Contract Management Information must be submitted using an agreed format and use consistent naming.

The successful Tenderer will be required to provide detailed statistical management information reports to the Contracting Authority and Framework Client, on a quarterly and annual basis, or as requested and agreed with the Contracting Authority and Framework Client, to show that the Service is being delivered to the required standard and having the desired impact.

Management information and any other bespoke reports will be the responsibility of the dedicated Key Account Manager. The reports must be provided electronically and presented in Microsoft Excel or an equivalent agreed format.

The management information reports must at all times protect the confidentiality of the user.

A1.10. DATA SECURITY

A1.10.1. DATA SECURITY PLAN

The Protected Disclosures Training Services supplier must provide clear, comprehensive and concise description of their methodology for ensuring a high level of data security in a Data Security Plan which must be submitted with any Tender.

A1.11. PAYMENT AND INVOICING ARRANGEMENTS

A1.11.1. TRAINING DELIVERY PAYMENT

The pricing sought at Appendix 2 must be a single rate for the provision of the Services, including all associated costs. This rate will be the maximum allowable rate to be charged.

Where the successful tenderer are required to supply a training venue, venues and prices must be agreed separately in writing with the Framework clients prior to booking.

Payments will be made by the Framework Client in agreement with the Protected Disclosures Training Services supplier.

A1.11.2 INVOICING

The Protected Disclosures Training Services supplier must have the ability to work with Framework Clients to ensure invoicing arrangements are met.

Invoices to be issued monthly or as Framework Clients may require. Invoices must contain all relevant information agreed with the nominated point of contact within the Framework Client.

A1.12. CLIMATE ACTION

The Government has decided that proposals on the implementation of Green Public Procurement will be developed by the Department of Communications, Climate Action and Environment and the OGP. This decision recognises that the public service must demonstrate its commitment to sustainable development and use its influence to persuade others of the changes required to reduce its impact on the environment.

The procurement of goods and services by the State, in line with Government policies, will underpin the credibility of national environmental policy objectives and enhance Ireland's image as a green economy. The Contracting Authority has set forward the position on Promoting the use of Environmental and Social Considerations in Public Procurement in Circular 20/2019. A copy of the relevant Circular 20/2019 is available here.

The successful tenderer will be expected to assist with the implementation of any current, new or updated environmental and social policy and reporting requirements as they arise. The successful tenderer will be expected to support compliance with those Environmental and Social policy requirements at the direction of the Framework Clients.

This information is required for information purposes only and tenders will not be evaluated in this regard.

A1.13. SOCIAL VALUE AND ENVIRONMENTAL AND SUSTAINABILITY COMMITMENT

A1.13.1 Scoring of qualitative Award Criterion 5, Quality of Tenderer's Response in Relation to The Social Value and Environmental and Sustainability Commitment, will be based on an assessment of the full provision of the information provided in the relevant section of the Tender Response Document (TRD B).

For the avoidance of doubt, please note that response to Award Criterion 5 Social Value and Environmental and Sustainability Commitment will be evaluated as a whole

In responding to this criterion, Tenderers **must, at a minimum:**

Demonstrate by way of detailed description and quantifiable metrics the Tenderer's overall proposed approach to support and implement environmental and social considerations into their practices at a national or local community level in the delivery of services awarded under the Framework Contract. Such measures may include but are not limited to, for example:

- the practical steps that the Tenderer will take to deliver the Client Contract in an environmentally sustainable manner, including sustainability awareness training for personnel involved in contract fulfilment.
- prevention or minimisation of waste.
- use of recycled products and recycling facilities.
- energy conservation in buildings and use of equipment.
- minimising storage requirements and use of paperless office solutions.
- providing alternatives to one-use disposable products.
- ecology initiatives.
- gender pay equality, diversity and inclusion in the workplace initiatives.
- paid employment opportunities for those who face barriers to employment due to, for example, socio-economic, educational or disability factors.
- apprenticeship opportunities, in line with the Action Plan for Apprenticeship 2021 – 2025.
- work experience placements for those who face barriers to employment due to, for example, socio-economic, educational or disability factors.
- training/support and guidance in place for work experience placement participants, including progression support.

- support related to skills and educational development designed to encourage people to enter or re-enter employment and training.
- the provision of pro bono services (see Appendix 8 Pro Bono Declaration): this is a commitment by the successful Tenderer awarded the contract under this Framework to actively promote and work towards providing training for participants based in the **charities sector**, for up to ten percent [10%] of the overall number of end users availing of Protected Disclosures Training every six [6] months.
    - All public sector organisations, including those with charitable status, must implement internal reporting channels or whistleblowing policies for workers to raise protected disclosures in accordance with the Protected Disclosures Act.
    - **The Charities Regulator** *(Irish: An Rialálaí Carthanas)* is the operational name of the Charities Regulatory Authority, the statutory authority responsible for the regulation of charities in Ireland.

Note: Tenderers are requested to confirm that any such pro bono provision will be additional to any activities your organisation already undertakes.

The Tenderer must provide a statement confirming their commitment to working towards delivering services in a progressively environmental and cost-effective way.

The following are recommendations but are not mandatory:

A1.13.2 Tenderers are encouraged to register as a national apprenticeship employer (https://www.apprenticeship.ie) or with a similar initiative, in order to support Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement.

A1.13.3 Tenderers are encouraged to investigate supports available for smaller businesses to go 'greener' such as https://www.climatetoolkit4business.gov.ie and Enterprise Ireland's Green for Business initiatives (https://www.enterprise-ireland.com/en/sustainability).

A1.14. IRISH REQUIREMENT

Delivery of some course sessions in Irish may be required to meet the needs of Irish speaking Civil Servants. Tenderers should indicate if they can respond to this request and meet this requirement.

This information is required for information purposes only and tenders will not be evaluated in this regard.

A1.15. FORMAT OF RESPONSE TO AWARD CRITERIA

Tenderers must align their responses to the particular requirements as set out in the RFT and the Tender Response Document ("TRD") being tendered for. Tenderers must respond to ALL questions in the TRD using Calibri Font Size 11. Please also refer to: Part 2 Instructions to Tenderers, paragraph 2.6 (Tender Submission Requirements) of this RFT.

Tenderers should note that where page limits are stated for award criteria such page limits will strictly apply. Where a tenderer exceeds the stated page limit for any award criterion the Contracting

Authority will NOT evaluate any information provided beyond the stated page limit or tenderers may be eliminated for not complying with the strict page limit.

Additional and supporting information, for example in the form of graphics, tables, charts, etc. WILL be included in the total page count.

QUALITATIVE AWARD CRITERIA 1
QUALITY OF TENDERER'S APPROACH IN RELATION TO TRAINING CONTENT. (120 MARKS)

See Appendix 1 Requirements & Specification Section A1.4.

Tenderers must set out in the TRD B:

A detailed outline of the proposed training materials to include but not limited to the following:

a) A ten [10] page sample of course content and training material demonstrating an understanding of the elements required, the objectives and learning outcomes to be achieved and how they will be achieved.

b) A proposal regarding ongoing updating and maintenance of and relevance of content of all training material and how the successful Tenderer will respond to feedback regarding content delivery.

c) Details of how their approach to development of course customisation will be addressed if and when required by Framework Clients including flexibility in customising courses.

d) A proposal regarding how the successful Tenderer will address the requirement relating to the provision of training materials and equipment logistics and handling.

A strict page limit of **five [5] A4 pages** applies to this award criterion. This does not include the requirement to provide a ten [10] page sample of course content and training material.

QUALITATIVE AWARD CRITERIA 2
QUALITY OF TENDERER'S RESPONSE IN RELATION TO LEARNING OUTCOMES & IMPACT OF TRAINING. (80 MARKS)

See Appendix 1 Requirements & Specification including Section A1.5.

Tenderers must provide in the TRD B:

a) Clear and comprehensive details of their approach to delivering a Multiple-Choice Exam, including (but not limited to) format of test, question sets and marking structures.

b) A two [2] page sample Multiple Choice Exam.

c) A sample Evaluation sheet.

d) A sample Protected Disclosures case study.

e) Their approach to <u>enabling/encouraging</u> the learner to put the learning into practice post training.

f) Their approach to <u>ensuring</u> the training meets a minimum level two on the Kirkpatrick Model or equivalent, from the outset to provide quality assurance on the training and learning outcomes.

A strict page limit of **three [3] A4 pages** applies to this award criterion. *(This does not include the requirement to provide a sample Multiple Choice Exam and a sample Evaluation sheet or a case study.)*

QUALITATIVE AWARD CRITERIA 3
QUALITY OF TENDERER'S RESPONSE IN RELATION TO SERVICE DELIVERY. (80 MARKS)

See Appendix 1 Requirements & Specification including Section A1.6.

Tenderers must provide in the TRD B:

a) A detailed proposal of the methodology the Tenderer will use to deliver the training services nationwide – on-site, off-site and live online and the approach to resource allocation and planning.

b) A detailed business continuity plan which covers all aspects of service delivery.

c) A proposal which demonstrates the proposed booking and scheduling tool, also including a sample of the booking and scheduling tool in the form of, inter alia, a sample web link or clearly legible screen shot(s).

d) A detailed proposal regarding how the Tenderer will meet the training venue requirements.

A strict page limit of **five [5] A4 pages** applies to this award criterion.

QUALITATIVE AWARD CRITERIA 4
QUALITY OF TENDERER'S RESPONSE IN RELATION TO CONTRACT ADMINISTRATION. (70 MARKS)

See Appendix 1 Requirements & Specification including Section A1.9

Tenderers must provide in the TRD B:

a) A Contract Management Plan is in place that demonstrates how the requirements outlined will be met and must also include a Service implementation plan.

b) A Complaints Procedure Plan that demonstrates how the requirements outlined will be met.

c) Provide their approach to Contract Management Information reporting.

d) Identify and provide details of their proposed Key Account Manager by appending their CV in the biographical summary format as set out in TRD B. The proposal must also address how the Key Account Manager will manage all of the requirements and demonstrate experience in managing client accounts.

A strict page limit of **three [3] A4 pages** applies to this award criterion.

This does not include the requirement to provide the Key Account Manager CV.

QUALITATIVE AWARD CRITERIA 5
QUALITY OF TENDERER'S RESPONSE IN RELATION TO THE SOCIAL VALUE AND ENVIRONMENTAL AND SUSTAINABILITY COMMITMENT. (50 MARKS)

See Appendix 1 Requirements & Specification including Section A1.13

Tenderers must provide in the TRD B:

In responding to this Award Criterion Tenderers must:

a) Demonstrate by way of detailed description and quantifiable metrics the Tenderer's overall proposed approach to support and implement **environmental** and **social considerations** into their practices.

b) Demonstrate by way of detailed description and quantifiable metrics the Tenderer's overall proposed approach to how they will actively promote and work towards providing training for participants based in the **charities sector**.

A strict page limit of **two [2] A4 pages** applies to this award criterion.

Appendix 2: Pricing Schedule

Tenderers are required to complete the pricing tables associated with this RFT. The pricing tables must be completed **in the Pricing Schedule Document, which is provided as a separate attachment to this RFT, namely Tender Response Document – Part C, Price Award Criteria.**

If Tenderers have any queries in relation to the Appendix 2 Pricing Schedule please use the messaging facility on eTenders before the deadline date for clarifications.

2.1 Tenderers must not insert additional items in the Pricing Schedule, or make any alterations to the Pricing Schedule.

2.2 Variations and/or qualifications to the Pricing Schedule are not permitted and will result in the Tenderer being eliminated from the Competition.

2.3 The rates and prices quoted in the Pricing Schedule must be fixed and all-inclusive and include all costs associated with the provision of Protected Disclosures Training Services howsoever incurred. Including in particular, but not limited to travel expenses, where applicable, refreshments[2]; materials/hand-outs; web design, shipping, custom duties, tariffs, import and export duties, levies and charges, packaging, delivery, ancillary costs and any / all incidental expenses together with all general risks, liabilities, and obligations set out or implied in this Request for Tenders and the Contract.

2.4 Tenderer's attention is specifically drawn to **Section A1.6.3. Cancellation Policy** of this RFT, in relation to venue hire.

2.5 All rates and prices quoted in the pricing schedules must be in Euros [€], to two decimal places, exclusive of VAT, except as expressly provided. In accordance with paragraph **2.10 Pricing** **(Part 2 - Instructions to Tenderers)** of this RFT, prices quoted in Tenders will remain valid for a period of one hundred and eighty [180] days from the Tender Deadline.

2.6 The quantities provided for the purposes of Tender evaluation are estimated and provisional and are not to be considered as a guarantee of any minimum volumes. The Contracting Authority shall not be under any obligation to purchase any minimum value of Services under Contract. The Contracting Authority reserves the right to vary (increase/decrease) the number of participants and locations of the Training courses as required under the Contract.

2.7 Tenderer's attention is specifically drawn to **Section 2.10.6** of this RFT, which sets out the ONLY circumstances in which Tendered prices may increase.

2.8 Where a training session is delivered below the minimum number of participants, the unit rate must not exceed the price tendered during the lifetime of the Contract.

[2] For all courses where the successful Tenderer(s) is providing the Training venue, pricing proposals must include provision of suitable light refreshments for all participants.

2.9 For the purposes of evaluation, pricing tables are based on the term of the Framework Contract four [4] years.

2.10 Tenderers must complete the cells bordered with red for all tables. Failure to complete all red cells will result in the Tenderer being eliminated from the Competition.

PRICING TABLE PROTECTED DISCLOSURES TRAINING SERVICES							
Training Requirement & Location	**Number of Participants[3] per Course**	**Duration**	**Indicative Quantity of Participants Four [4] Year Term**	**Content Development Unit Rate One [1] Day Ex. Vat**	**[A] Unit Rate Per 5-10 Participants Ex. Vat**	**[B] Unit Rate Per 11-15 Participants Ex. Vat**	**[C] = [A] + [B] TOTAL COST Ex. Vat**
Delivered at Framework Client facility Dublin.	Max. Fifteen [15] and Min. Ten [10]	One [1] Day	150	n/a	€________	€________	€________
Delivered at Framework Client facility nationwide (Outside Dublin).	As Above	As Above	50	n/a	€________	€________	€________
Delivered at service provider training facility Dublin.	As Above	As Above	50	n/a	€________	€________	€________
Delivered at service provider training facility nationwide (Outside Dublin).	As Above	As Above	50	n/a	€________	€________	€________
Delivered live-online.	As Above	As Above	750	n/a	€________	€________	€________
Module 4 ONLY Nationwide.	As Above	As Above	150	n/a	€________	€________	€________
Design, Develop & Deliver – Fixed Fee ***(New Content/Revised Legislation or updating of previously developed modules.)***	As Above	As Above	n/a	€________	n/a	n/a	€________
						OVERALL TOTAL COST (Ex. VAT)	€________
The quantities provided for the purposes of Tender evaluation are estimated and provisional and are not to be considered as a guarantee of any minimum volumes. The Contracting Authority shall not be under any obligation to purchase any minimum value of Services under any Contract. **The Contracting Authority reserves the right to vary (increase/decrease) the number of participants and locations of the course as required under the Contract.**							

[3] Participant numbers cannot be more than fifteen [15] and ideally should be no less ten [10].

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority")

RE: Request for Tenders for the Provision of Protected Disclosures Training Services

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Framework Contract and the Confidentiality Agreement and agree if awarded a Framework Contract to execute the Framework Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Client Contract pursuant to a Framework Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Framework Contract under the RFT, have in place on the Commencement Date of the Framework Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. 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.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

12. Any subcontractor, supplier or other entity on whose capacity we rely as part of our Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority")

RE: Request for Tenders for the Supply of Protected Disclosures Training Services

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED	**Notifying Party**
(Authorised Signatory)	
Print name	**Address**
Date	

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three [3] years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.2. For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.

3.2.3. Amount of each financial contribution.

3.2.4. Purpose and economic rationale for granting the financial contribution to the party.

3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

3.3 Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

(i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

(ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.

(iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.

(iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:

(a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;

(b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below

(v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:

(a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.

(b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.

(c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.

(d) Foreign financial contributions below the individual amount of EUR 1 million.

(vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	**Type of Financial Contribution (FC)***	**Brief Description of the purpose of the FC and the granting entity****	**Total Estimated value of the FC granted*****
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;

4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;

4.2.3. The originality of the work, supplies or services proposed by the tenderer;

4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;

4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Protected Disclosures Training Services

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

    a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
    b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
    c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
    d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
    e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
    f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]:

    a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

    b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:

   a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
   b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
   c. is not guilty of grave professional misconduct.
   d. has not entered into agreements with other economic operators aimed at distorting competition.
   e. is not aware of any conflict of interest due to its participation in the Competition;
   f. has not had any prior involvement in the preparation of the Competition;
   g. has not 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.
   h. is not 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 for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
   i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

____

Signature of Declarant

Declared before me by ______________________________________ who is personally known to me

(or who is identified to me by ________________________________who is personally known to me) or*

at ______________________________ this ___________ day of ________________ 20__

____

(signed)
Practising Solicitor/Commissioner for Oaths

Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)

Appendix 5: Services Framework Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name – to be completed on signing.]

SINGLE SUPPLIER FRAMEWORK CONTRACT

Relating to the Provision of Services pursuant to

Request for Tenders for the Provision of Protected Disclosures Training Services

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR]:

[Insert name of Contracting Authority] of [address] ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

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

WHEREAS:

A. By Request for Tender entitled "Insert title of RFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number ___________ dated _____________ ("the RFT") [Insert name of Contracting Authority] invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the [Insert name of Contracting Authority] via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the [Insert name of Contracting Authority] between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

I IT IS HEREBY AGREED IN CONSIDERATION OF THE SUM OF €2.00 (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE CONTRACTOR) AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

    i. This Agreement and Schedules A to F attached hereto;

    ii. The RFT;

    iii. The Submission.

2. Subject to clause 23 of Schedule A to this Single Supplier Framework Agreement (the "Agreement"), the Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Single Supplier Framework Contract ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement ("the Commencement Date") and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Not Used

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client ____________________________ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor ______________________________
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

I. In the case of public procurement procedures which are subject to an IPI measure as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements are subject to an IPI measure, within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
iii. to provide , upon request, adequate evidence corresponding to point (i) or (ii) above;
iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

3. PAYMENT

A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client’s Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor’s current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Contractor, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. *Not Used*

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to activate any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed one hundred [100%] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

("the Retention Amount") which Retention Amount shall not at any given time exceed ten [10%] per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

H. *Not Used*

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

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

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

(i) procure the necessary rights for the Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or

2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or

4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;

3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for thirty [30] calendar days either Party may terminate at fourteen [14] days' notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three [3] months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving three [3] months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:

i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;

ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen [15] Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one [21] days from the date of the proposal to appoint a mediator or within twenty-one [21] days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten [10] Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission 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 or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. ACTIVATION BY CLIENT OF SERVICES FRAMEWORK CONTRACT

A. The following shall be Framework Clients for the purposes of this Clause 23:

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);

2. Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds;

3. Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);

4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;

5. An Garda Síochána (Police);

6. The Irish Prison Service;

7. The Defence Forces; and

8. For the avoidance of doubt, the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation.

B. The Contractor acknowledges and agrees that the Services shall be activated at the discretion of the Framework Client as notified to the Contractor in accordance with this Clause 23. The Contractor further acknowledges that neither the Client nor any other

B. Framework Client shall be under any obligation to activate any minimum number or value of Services.

C. A notification by the Framework Client to the Contractor to activate the provision of Services for the purposes of this Clause 23 shall be in the form set out at Schedule E to this Agreement (the "Notification to Activate Services Form" or "NASF") signed by the Framework Client and served on the Contractor.

D. Unless and until a NASF is executed and served in accordance with this Clause 23 by a Framework Client, discussions, submissions and negotiations between a Framework Client and the Contractor regarding the provision of the Services by the Contractor shall be treated as non-contractual and shall not create binding obligations on the parties. Upon execution by the Contractor of the NASF, the Contractor shall comply with all obligations under the Framework Contract and the Confidentiality Agreement for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NASF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract".

E. The Contractor will notify the Client of the activation of the purchase of Services by a Framework Client and agrees to make such returns in relation to a Client Contract as may be reasonably requested by the Client from time to time.

F. The Contractor acknowledges that, upon activation of the Services in accordance with the NASF, the obligations of the Framework Client under the Contract are a matter for the Framework Client and that the Client shall have no liability or obligation for or in respect of any default by a Framework Client. However, the Contractor shall notify the Client of any event of default and the Client may, but without obligation, seek to assist in seeking compliance with the Client Contract by the Framework Client concerned provided always that nothing in this Clause 23F shall imply or import any financial obligations on or any commitment by the Client of resources or materials.

G. Any of the Client or Framework Client's premises made available from time to time to the Contractor by the Client or Framework Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

24. NON SOLICITATION

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

25. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

26. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them: "Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule F sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident,

and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

N. Save for clauses 26B, 26C, 26D(4) and 26E, all the obligations on the Contractor in this clause 26 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 26 shall survive termination and or expiry of this Agreement for any reason.

27. ADDITIONAL CONDITION(S)

A. The performance of the Contractor will be subject to monitoring, management, and review against agreed quality aspects in provision of the Services for the duration of the Agreement.

The Service Levels, to which the parties must agree to measure, are outlined in Schedule D: Service Levels of the Services Framework Contract. These Service Levels to be measured will be reviewed on a regular basis.

B. Where the Service Levels have not been achieved, the Client will request a Performance Improvement Plan from the Contractor. The Contractor will design and develop the Performance Improvement Plan and agree relevant milestones and deliverables with the Client.

Failure to provide or agree a Performance Improvement Plan or having provided a Performance Improvement Plan, failure to implement the agreed milestones within the time limit indicated by the Client will constitute a serious breach within the meaning of Clause 9 of the Framework Contract.

Schedule B: Specification of Service

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

Service Levels and Key Performance Indicators (KPIs)		
Requirements	**Agreed Levels**	
Response Times	**Task**	**Response Time**
	Provide a system of scheduling, where the	Lead time for the Training Course is a minimum of two [2] weeks and maximum of four [4] weeks, unless otherwise requested by the Framework Client
	Acknowledge requests for training	Within three [3] working days
	Complete and return Notification to Activate Services form	Within five [5] working days
	Respond to straightforward queries	Three [3] working days
	Respond to complex queries	Five [5] to ten [10] working days
	Respond to urgent queries	Immediately
	Respond to meeting requests	Three [3] working days
	Clients to be contacted to schedule all requested online and face to face requirements, assessments or Services	Within three [3] working days
	Appointments for all requested online and face to face requirements, assessments or Services to be agreed with the Framework Client.	
Service Delivery	The successful Tenderer must ensure that they have, at a minimum, the required number of experienced and qualified instructors to ensure reliable delivery of Services to Framework Clients at all times. The successful Tenderer must ensure their instructors have the minimum qualifications and experience as set out at Appendix 1 Requirements and Specifications, Section **A1.8.** and section **3.2.B** of this RFT. The successful Tenderer will ensure that sufficient, experienced and competent staff are available at all times to take the Framework Client's enquiries, requirements and course bookings, highlight efficiencies and attendance numbers- and meet the response and lead times as outlined at section **A1.6.2.** Services must be provided as set out in Appendix 1 Requirements and Specifications. Where a third-party venue is required the following shall apply: The facilities at each location must be easily accessible by means of public transport. It must be capable of accommodating fifteen [15] participants and trainers and must be capable of being configured to suit individual	

	requirements and conducive to creating a learning and development environment. In the event that the successful Tenderer is responsible for providing the training facilities, the successful Tenderer must make available suitable light refreshments for all participants, e.g. tea, coffee, snacks and water. The facilities must provide a flexible layout which allows: **a)** The capacity to give each delegate writing space. **b)** Equipped with modern communications equipment including a digital projector. **c)** Simple and effective environmental controls (heating or air-conditioning). **d)** Effective and flexible window blinds that can be easily adjusted. **e)** Flipchart and pens, with spare chart and pens to hand. **f)** Drinking water and cups must be available at all times. **Note:** In the event that a third-party venue is required the final pricing needs to be agreed between the successful tenderer and the Framework Client ahead of any costs incurred. It is the successful Tenderer responsibility to ensure that the venue accommodates this. It is essential that all venues for the training course must be accessible to people with disabilities. Where the successful Tenderer is responsible for providing the training venue, it is solely the Provider's responsibility to ensure the venue meets all accessibility requirements as outlined at **A1.7.2.** • All training materials must be compliant with copyright, intellectual property and licensing requirements and a register must be kept of any materials or models where permissions are required. • The successful Tenderer must adhere to the training materials requirements as outlined under **Sections A1.4.4.** and **A1.4.5.**
Contract Management Information	The successful Tenderer must ensure a Contract Management Plan is in place that demonstrates how the requirements outlined will be met and must also include a Service implementation plan. The Protected Disclosures training supplier must provide approximate scheduling of Services within their Service Implementation Plan to include at a minimum a clear timeline and milestones for Service delivery including how they will manage the overall Framework and any individual contracts awarded and how they will ensure adherence to plans and timeframes set. The successful Tenderer must provide management information to the Contracting Authority/Framework Client (s), at a minimum, on a quarter-yearly basis; or on a more frequent basis, as may be requested by them.

	The Successful Tenderer must have a robust reporting system, with a separate account set up for each Framework Client, to report and draw data on the basis described at section **A1.9.4.** Contract Management Information Requirements.
Performance Levels	The successful Tenderer will ensure a high level of performance under the Contract throughout its lifetime. This includes the initial contract mobilisation period and the day-to-day management of the contract. The Contracting Authority and the Framework Client will monitor the performance of the successful Tenderer. The dedicated Key Account Manager, the Contracting Authority and Framework Client will meet every six [6] to twelve [12] months or at any other time as deemed necessary by the Contracting Authority and Framework Client, in its sole discretion from time to time ("Contract Review Meetings"). Other attendees may be invited by the Contracting Authority and Framework Client to attend the Contract Review Meetings depending on the subject matter being proposed for discussion which will include but not limited to the following: a) Review performance by the training Service supplier. b) Identify operational measures required of the training Service supplier or Contracting Authority or Framework Client to improve the actual performance by the Service supplier. c) Modify and/or adjust any corrective action previously introduced, as appropriate. d) Identify and discuss relevant issues between the parties to the Framework Contract and/or Framework Agreement. Officials from the Contracting Authority may be in attendance on any course for evaluation purposes, to monitor quality and to ensure requirements are met.

Complaints Management	**Task**	**Response Time**
	Service provider must acknowledge complaints by email.	Within one [1] working day of the details of the complaint being received by the Service provider.
	Service provider must provide updates to the Contracting Authority.	At intervals of two [2] working days until a satisfactory resolution has been agreed which is mutually acceptable to both parties.
	Complaints must be systematically recorded by the successful Tenderer and reported on a quarterly and annual basis, or as agreed with the Contracting Authority and Framework Client These reports will include, but not limited to,	

	complaints handling, access, frontline resolution, investigation, recording the complaint, response, redress, monitoring, and learning.
Invoicing	Invoices to be issued monthly or as Framework Clients may require. Invoices must contain all relevant information agreed with the nominated point of contact within the Framework Client.

Schedule E: Notification to Activate Services Form

NOTIFICATION TO ACTIVATE SERVICES FORM

This is a notice for the purposes of Clause 23 of the Framework Contract for the provision of Protected Disclosures Training Services made between the [Insert name of Contracting Authority] ("the Client") and ____________________________ ("the Contractor") dated [insert date].

The [INSERT FRAMEWORK CLIENT DETAILS] is a Framework Client as set out at clause 23A of the Framework Contract and in accordance with clause 23 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Services with effect from [insert date] (the "Effective Date"). The Framework Client hereby acknowledges, agrees and confirms that the Framework Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the provision of the Services and references to the Client in the Framework Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Framework Contract and the Confidentiality Agreement applicable to it as if a party thereto.

To be completed by Framework Client:

Training Requirement	Location	Number of Participants per course	Duration	Indicative Dates
In Framework Client facility	**Dublin**		**One [1] Day**	
In Framework Client facility	**Outside Dublin**		**One [1] Day**	
In service providers facility	**Dublin**		**One [1] Day**	
In service providers facility	**Outside Dublin**		**One [1] Day**	
Live-online	**N/A**		**One [1] Day**	
Module 4	**Nationwide**		**One [1] Day**	

Dated: _______________

Signed for and on behalf of the Framework Client : _______________

Please note: If indicative dates proposed are not available, Framework Member to set out alternative proposed dates.

Alternative Dates	**Dates Proposed**

Signed for and on behalf of the Contractor:___________________

Dated:_________________

Schedule F: Data Protection

Processing, Personal Data and Data Subjects	
1. Processing by the Contractor	
1.1 Subject matter of processing	All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person.
1.2 Nature of processing	Collecting, recording, organising, structuring, storing, adapting, retrieving, using, disclosing to the Contractor by transmission, dissemination or otherwise making available to the Contractor.
1.3 Purpose of processing	To allow the Contractor to provide the Services under this Contract.
1.4 Duration of the processing	The Term of this Contract.
2. Types of personal data	**As per 1.1 above.**
3. Categories of data subject	Any natural person whose details are made known as a consequence of this Client Contract.
4. Third-party data processor(s)	N/A
5. Transfer of data outside the EEA (European Economic Area)	N/A
It is a matter for each Framework Client to ensure that Schedule F): Data Protection reflects and meets the requirements of each respective Framework Client(s) Data Protection Policy.	

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority]/Insert name of Framework Client, of [insert address] (hereinafter "the Client") of the one part;
and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called "the Contractor") of the other part.

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the [Insert name of Contracting Authority] invited tenders ("Tenders") for the provision of the Services described in Appendix 1 to the RFT (the "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor and the [insert name of Contracting Authority] have entered into a framework agreement dated [insert date] ("the Framework Agreement")**.**

B. For the purposes of the tender process referred to in the RFT (the " Competition"), the Framework Contract and any subsequent contract or contracts awarded thereunder (if any) (the "Contract(s)") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Client, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and

2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

   4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

   4.2 not, without the prior written consent of the Client, to communicate or disclose any part of such Confidential Information to any person except:

      i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

      ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

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

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

   i in the Contractor's possession (with full right to disclose) before receiving it from the Client, as applicable; or

   ii which is or becomes public knowledge other than by breach of this clause; or

   iii is independently developed by the Contractor without access to or use of the Confidential Information; or

   iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

   6.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

   6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

6.3 upon termination of the Competition (or the Framework Contract or the Client Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Client and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Framework Contract and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Contract or termination of the Client Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Client and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
___________________________ (being a duly authorised officer)	_____________________________
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects	
1. Processing by the Contractor	
1.5 Subject matter of processing	All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person.
1.6 Nature of processing	Collecting, recording, organising, structuring, storing, adapting, retrieving, using, disclosing to the Contractor by transmission, dissemination or otherwise making available to the Contractor.
1.7 Purpose of processing	To allow the Contractor to provide the Services under this Contract.
1.8 Duration of the processing	The Term of this Contract.
2. Types of personal data	**As per 1.1 above.**
3. Categories of data subject	Any natural person whose details are made known as a consequence of this Client Contract.
4. Third-party data processor(s)	N/A
5. Transfer of data outside the EEA (European Economic Area)	N/A
It is a matter for each Framework Client to ensure that Schedule F: Data Protection reflects and meets the requirements of each respective Framework Client(s) Data Protection Policy.	

Appendix 7: Social Value, Environmental and Sustainability Commitment Declaration

Request for Tenders to establish a Single Supplier Framework Contract for the provision of Protected Disclosures Training

We declare as follows:

In the event that [insert name] is awarded a Client Contract(s) under the terms and conditions of this FRAMEWORK, we commit to work towards delivering on our Social Value, Environmental and Sustainability Commitment in line with the guidelines on set out at Section A1.13 of Appendix 1 to establish a Single Supplier Framework Contract for the provision of Protected Disclosures Training Services.

We further agree to comply with the reporting obligations on the provision of this commitment, as required by the Client from time to time.

<table>
<tr><td>SIGNED (Authorised Signatory):</td><td>Company:</td></tr>
<tr><td>Print Name:</td><td rowspan="2">Address:</td></tr>
<tr><td>Date:</td></tr>
</table>

Appendix 8: Pro Bono Declaration

THR077F - Single Supplier Framework Contract for the provision of Protected Disclosures Training

We declare as follows:

In the event that this Tenderer/Framework Member is awarded a Services Contract(s) under the terms and conditions of this Framework Agreement, we commit to actively promote and work towards providing training for participants based in the **charities sector**, for up to ten percent [10%] of the overall number of end users availing of Protected Disclosures Training every six [6] months.

In this Declaration, pro bono services includes services provided free of charge, and with no expectation of payment, to:

i) Charitable and other non-profit organisations and social enterprises that work for them.

Pro bono services should be provided with the same quality of service and standards of professional conduct as services to paying clients.

We further agree to comply with the reporting obligations on the provision of pro bono services as per the terms and conditions of this Framework Agreement.

SIGNED (Authorised Signatory):	Company:
Print Name:	Address:
Date:	

Appendix 9: Prescribed Persons[4]

Each person specified in this list is hereby prescribed to be the recipient of disclosures of relevant wrongdoings falling within the specified in the Protected Disclosures Act 2014 (Disclosure to Prescribed Persons) Order 2025 S.I. No. 233 of 2025.

1	The Chief Executive Officer of the Adoption Authority of Ireland
2	The Chief Executive Officer of An tSeirbhís Oideachais Leanúnaigh agus Scileanna (Solas)
3	The Chief Executive Officer of Rásaíocht Con Éireann
4	The Chairperson of Coimisiún na Meán
5	An appropriate person (within the meaning of section 37(1) of the Central Bank (Supervision and Enforcement) Act 2013 (No. 26 of 2013)
6	The Chief Executive Officer of the Charities Regulatory Authority
7	The Chief Executive Officer of the Child and Family Agency
8	***Deleted as per Order 2025 S.I. No. 233 of 2025***
9	A Commissioner for Communications Regulation
10	The Chief Executive of the Commissioners of Irish Lights
11	The Commissioner for Railway Regulation
12	A member of the Commission for Regulation of Utilities, or where there is more than one such member, the chairperson of the Commission
13	A member of the Competition and Consumer Protection Commission
14	The Comptroller and Auditor General
15	The Group Human Resources Manager of Córas Iompair Éireann
16	The Chief Executive Officer of the Corporate Enforcement Authority
17	The Commissioner for Data Protection in the Data Protection Commission or where there is more than one such Commissioner, the chairperson of the Commission
18	The Registrar of the Dental Council
19	The Director General of the Environmental Protection Agency
20	The Chief Executive of the National Tourism Development Authority
21	The Chief Executive of the Food Safety Authority of Ireland
22	A member of the Garda Síochána Ombudsman
23	The Chief Executive of the Health and Safety Authority

[4] Tenderers are advised that the list of Prescribed Persons is accurate as of the date of publication of this RFT and may be subject to amendment during the term of the Framework.

24 The Chief Executive Officer of the Health and Social Care Professionals Council

25 The Chief Executive Officer of the Health Information and Quality Authority

26 The Registrar and Chief Executive of the Health Insurance Authority

27 The Chief Executive of the Health Products Regulatory Authority

28 The Chief Executive of the Higher Education Authority

29 The Chief Executive Officer of Horse Racing Ireland

30 The Chief Executive of Inland Fisheries Ireland

31 The Director of the Insolvency Service of Ireland

32 The Official Assignee in Bankruptcy in the Insolvency Service of Ireland

33 The Controller of Intellectual Property

34 The Chief Executive Officer of the Irish Auditing and Accounting Supervisory Authority

35 The company secretary of the Irish Aviation Authority

36 A member of the Executive Committee of the Irish Coursing Club

37 The Director of Film Classification in the Irish Film Classification Office

38 The Chief Executive Officer of the Irish Horseracing Regulatory Board

39 The Director General of the Irish Takeover Panel

40 ***Deleted as per Order 2025 S.I. No. 233 of 2025***

41 The Chief Executive of the Legal Services Regulatory Authority

42 The Chief Executive of each of the following local authorities:

Carlow County Council

Cavan County Council

Clare County Council

Cork City Council

Cork County Council

Donegal County Council

Dublin City Council

Dún Laoghaire Rathdown County Council

Fingal County Council

Galway City Council

Galway County Council

Kerry County Council

Kildare County Council

Kilkenny County Council

Laois County Council

Leitrim County Council

Limerick City and County Council

Longford County Council

Louth County Council

Mayo County Council

Meath County Council

Monaghan County Council

Offaly County Council

Roscommon County Council

Sligo County Council

South Dublin County Council

Tipperary County Council

Waterford City and County Council

Westmeath County Council

Wexford County Council

Wicklow County Council

43 The Chief Executive Officer of the Marine Institute

44 The Chief Executive Officer of the Medical Council

45 The Chief Executive of the Mental Health Commission

46 The Regulator of the National Lottery

47 The Chief Executive of the National Milk Agency

48 The Chief Executive Officer of the National Standards Authority of Ireland

49 The Chief Executive Officer of the National Transport Authority

50 The Chief Executive Officer of the Nursing and Midwifery Board of Ireland

51 The Director of the Oberstown Children Detention Campus

52 The Planning Regulator in the Office of the Planning Regulator

53 The Director of Internal Audit in the Office of the Revenue Commissioners

54 An Coimisinéir Teanga in Oifig Choimisinéir na dTeangacha Oifigiúla

55 The Pensions Regulator in the Pensions Authority

56 The Chief Executive of the Personal Injuries Assessment Board

57 The Registrar of the Pharmaceutical Society of Ireland

58 ***Deleted as per Order 2025 S.I. No. 233 of 2025***

59 The Director of the Pre-Hospital Emergency Care Council

60 ***Deleted as per Order 2025 S.I. No. 233 of 2025***

61 The Chief Executive Officer of the Private Security Authority

62 The Chief Executive Officer of the Property Services Regulatory Authority

63 The Director of the Office of the Commission for Public Service Appointments

64 The Chief Executive Officer of Qualifications and Quality Assurance Authority of Ireland

65 The Registrar of Beneficial Ownership of Companies and Industrial and Provident Societies

66 The Registrar of Companies

67 The Registrar of Friendly Societies

68 The Director of the Residential Tenancies Board

69 The Chief Executive Officer of the Road Safety Authority

70 A member of the Sea Fisheries Protection Authority

71 The Chief Executive of Sport Ireland

72 The Secretary to the Standards in Public Office Commission

73 The Chief Executive of the State Examinations Commission

74 The Director of the Teaching Council

75 The Chief Executive Officer of the National Roads Authority (described for operational purposes as Transport Infrastructure Ireland in accordance with the Roads Act (Operational Name of National Roads Authority) Order 2015 (No. 297 of 2015)

76 The Registrar of the Veterinary Council of Ireland

77 The Chief Executive Officer of Water Safety Ireland

78 The Chief Executive Officer of Waterways Ireland

79 The Chief Executive of the Western Development Commission

80 The Director General of the Workplace Relations Commission

81 The Chief Executive Officer of the Approved Housing Bodies Regulatory Authority

82 The Secretary General of the Department of Defence

83 The Chief Executive Officer of An Rialálaí Agraibhia

This information has been taken from:
https://www.irishstatutebook.ie/eli/2025/si/233/made/en/pdf

End of Document