



INVITATION TO TENDER

Title of Procurement:	Provision of Occupational Health and Pre-Employment Services for Enterprise Ireland, IDA Ireland, and Research Ireland
Procedure	OPEN
eTenders RFT ID	7379263
Enterprise Ireland Contract Reference	2025 / 024
Issue Date	29/01/2026
Closing Date for Queries	10/02/2026 @ 17:00 (Irish Standard Time)
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders	20/02/2026 @ 12 Midday (Irish Standard Time)
Please note that information relating to this Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal	

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

Enterprise Ireland

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Disclaimer

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

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

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

1 Summary

Contracting Authority:	Enterprise Ireland, IDA Ireland, Research Ireland
Nature of procurement:	Provision of Occupational Health and Pre-Employment Services
Type:	Service
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

2 About the Contracting Authority

Enterprise Ireland (EI), IDA Ireland (IDA), and Research Ireland (RI) (together “the Contracting Authority” and each a Contracting Authority where the context admits or requires) are seeking tenders for the provision of Occupational Health and Pre-Employment Services.

Enterprise Ireland is the government organisation responsible for the development and growth of Irish enterprises in world markets. We work in partnership with Irish enterprises to help them start, grow, innovate and win export sales on global markets. In this way, we support sustainable economic growth, regional development and secure employment.

IDA Ireland is the government investment promotion agency that helps multinational companies grow and expand into Ireland.

Research Ireland is Ireland’s new competitive research and innovation funding agency, established following an amalgamation of Science Foundation Ireland and the Irish Research Council.

3 Constitution of the Contracting Authority

The successful tenderer shall enter into a framework agreement with Enterprise Ireland, IDA Ireland and Research Ireland. However, at any stage during the duration of the framework agreement any one or more of these parties may cease to avail of the services with may be procured. In such circumstances, this will not affect the rights of the remaining one or two of those parties. For the purposes of this procurement, Enterprise Ireland is issuing the Invitation to Tender on its own behalf and on behalf of IDA Ireland and RI, and the contracting parties will be Enterprise Ireland, IDA Ireland and Research Ireland and the successful tenderer.

4 Scope of the Framework

The Contracting Authority (EI, IDA, and RI) proposes to engage in a competitive process for the establishment of a framework agreement for the Provision of Occupational Health and Pre-Employment Services, and related services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

To ensure that there is a continuity of service for the agencies within the contracting authority upon completion of this framework agreement, the successful provider will need to work with and agree to an exit strategy with the agencies.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the contracting authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

4.2 Duration of the Framework Agreement

The framework agreement will be for two (2) years, with the option to extend for two (2) years, subject to a maximum of four (4) years, subject to satisfactory performance, business needs and budgetary constraints, all at the absolute discretion of the Contracting Authority. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement. It is anticipated that the proposed contract will commence on completion of this procurement process and continue for an initial period of two (2) years.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €80,000 - €200,000 (ex. VAT) over the lifetime of the agreement and distributed as follows;

- Enterprise Ireland projects a spend of €140,000 (ex. VAT) over the lifetime of the agreement
- IDA Ireland projects a spend of €34,000 (ex. VAT) over the lifetime of the agreement

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- Research Ireland projects a spend of €26,000 (ex. VAT) over the lifetime of the agreement

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

4.4 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

4.5 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4.6 SME Participation

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in all competitions. Small and Medium Enterprises that believe the scope of any competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or larger enterprises. Through such relationships, they can participate and contribute to the successful implementation of any contracts, agreements or arrangements that result from these competitions and therefore increase their social and economic benefits.

4.7 Data Protection

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

The Data Processing Agreement is contained in the tender response document and Tenderers should familiarise themselves with the entire agreement and its obligations.

Tenderers **must** include with their response the completed **ANNEX 1 (Technical and organisational measures/DATA PROCESSING ANNEX)** from the Data Processing Agreement, a copy of which is set out in the Tender Response Document. Tenderers may be asked to provide documentary evidence of policies and procedures prior to contract finalisation.

Enterprise Ireland

5 Detailed Scope of the Framework Agreement

5.1 The Initial Contract

The framework agreement will be established following a competition for an initial contract for the Provision of Occupational Health and Pre-Employment Services, and related services. This contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

5.2 Detailed Specification of Requirements

The Contracting Authority is seeking to establish a single-supplier framework agreement for the provision of services to support the management of Occupational Health and Pre-Employment services, and related services, for Enterprise Ireland, IDA Ireland, and Research Ireland.

The successful provider will be expected to work directly with the People Teams of each Agency within the Contracting Authority to supply Occupational Health and Pre-Employment services, knowledge, advice, and expertise, and will be expected to provide the services listed below for existing and potential employees. The provider is expected to have a software/client portal whereby relevant pre-employment and related health information can be securely managed, stored, and viewed by the People Teams across the agencies, each having access to their own agency's information only.

The services will be delivered in the main to Ireland-based locations, as specified by each Agency (Enterprise Ireland, IDA & RI). Tenderers should note that two of the Contracting Authority Agencies (Enterprise Ireland and IDA Ireland) also have networks of overseas offices in Europe, Middle East & Africa, Asia Pacific and North America, and therefore from time to time, it would be expected that, on a limited ad-hoc basis as appropriate, the successful provider would be able to provide suitable access, expertise, support and advice to the Contracting Authority to these services if required either directly or via a recommended or associated similar occupational health service network. Determination of the need for this access and support would be made by the HR Department of the relevant Agency in the Contracting Authority, as being appropriate in the context of compliance with, and adherence to, any local occupational health/legislative/contractual or other regulatory requirements within the specified overseas location, if requested.

The list of the services required in the areas of Occupational Health and Pre-Employment services is expanded in further detail below:

Pre-Employment

Assessments/Health Declaration Forms/Medical Questionnaires

- To conduct online and face-to-face pre-employment assessments, to include online or face-to-face full pre-employment medical and well-being assessments or online pre-employment medical/health declaration questionnaire assessments, as requested.
- To conduct relevant additional medical, physical, mental health, and well-being tests and assessments as medically recommended if required following assessment.
- To formulate, supply and evaluate appropriate Health Declaration Forms/Medical Questionnaires/Assessments (where appropriate), and to screen and assess the physical/mental health, wellbeing and medical fitness of potential employees to work at each of the relevant agencies.
- To provide detailed feedback reports on all the above to the relevant HR Departments of each agency within the Contracting Authority.

Occupational Health

Management of individual medical referrals and assessments

- To provide expert medical advice, recommendations, and written assessment reports to the relevant Agency within the Contracting Authority in relation to individual employees, as referred to by the relevant HR Department for appointment when:
 - An employee may be deemed to be presenting with/have a medical, physical, mental health, or well-being issue, or condition that may require an Occupational Health assessment.
 - A second opinion or referral to a third party, for short, medium, and long-term physical/mental health and wellbeing issues and conditions, including ill-health retirement medicals arising from short, frequently sporadic, medium, or long-term absences from work due to medically certified illnesses.
- To provide an online well-being check by a nurse/doctor, via phone or video assessment (for minor return to work conversations, etc).

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- To provide, via individual appointments and assessment, expert health and medical advice, assessment reports, reviews, and recommendations in line with Occupational Health best practice and GDPR to the relevant HR Department within the Contracting Authority on the medical, physical/mental health, and well-being fitness and/or wellness capacity of individual employees to:
 - (1) Be at/remain at work
 - (2) Return to work following an absence or a number of absences due to illness
 - (3) Effectively perform and deliver on their specific role following a return to work in line with assigned role duties/tasks, business need, work-pattern and/or work-location requirements set down for the role
 - (4) Integrate back into work following short, medium, or long-term illnesses
 - (5) Retire from work on ill-health grounds
 - All individual assessment and resulting assessment reports should contain, at a minimum, and in line with Occupational Health best practice and GDPR, confirmation of there being a medical physical/mental health or well-being grounds or rationale; clarity on how it may impact the staff member at work; and/or in performing their current role; and/or in performing their role at the location determined for the role. It may also include such elements as follows:
 - a proposed timeline/duration of absence due to an illness
 - occupational health recommendations for supporting them, e.g. being at work; returning to work; in their current role; location for their role (or an alternative role/location if medically recommended and if feasible from a business perspective) in line with each Agency's relevant policies within the Contracting Authority
 - Medical recommendations and rationales for phased return timelines and associated work patterns, as well as any medically recommended alternative roles or locations, should be discussed and agreed in advance with the relevant Agency within The Contracting Authority.
 - Based on interactions and assessments, to develop a case history of each employee referred on by the relevant Agency's HR Department within the Contracting Authority.
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- Please note that the agencies currently make referrals for employees under two types of assessments, generally defined as standard or complex. Under current practice, a standard assessment may be illustrated, for example, for something like an employee's return to work post-surgery or for a short-term recurrent absenteeism, etc, and would be scheduled for approximately a 30-minute plus period. A complex assessment could be illustrated, for example, where there may be multi-dimensional medical issues, or a complex mental health and well-being issue, or where there may be a HR/IR item that would need to be considered in line with occupational health. These might be scheduled for approximately a one-hour plus period.

Critical Illness Protocol (CIP) Assessment

- To conduct Critical Illness Protocol (CIP) assessments in line with the Sick Leave policies of each agency within the Contracting Authority, and in line with information and guidelines set within Ireland's [Public Service Sick Leave Scheme](#).

Income Continuance Scheme

- As appropriate and as requested by the Contracting Authority Insurance companies, to engage with relevant HR colleagues within Enterprise Ireland, IDA Ireland, and Research Ireland, who handle income continuance administration and/or the insurance company in relation to employee Income Continuance Scheme assessments.

Vaccination Programmes (Group & Individual)

- To provide flu vaccination programmes as requested on an annual basis at locations specified by the relevant Contracting Authority's HR Department.
- To provide travel vaccinations to those employees travelling to overseas locations for business purposes, where essential vaccines may be required for certain overseas locations.

Medical, Health Screening, and Assessment Programmes

To design, develop, and implement appropriate full medical, health, and well-being screening and assessment programs for employees in the relevant agencies on a programme or individual/role/location/relocation or business travel needs-based assessment for existing or potential employees.

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- Assessments that encompass:
 - General 'fitness for work' medicals, including any tests which may be deemed necessary because of individual medical history. The expectations would include such screening/assessments as:

Indices to be Measured

- Standard Blood Profile
- Blood Pressure
- Height
- Weight
- Body Mass Index (BMI and Body Composition)
- Vision Assessment Test
- Hearing Assessment Test
- Urinalysis
- Electrocardiogram (ECG)
- ECG Stress Test
- Lung Function Test
- Chest X-Ray (Where clinically indicated)
- PSA (prostate test)
- Thyroid Function Tests

Standard Blood Profile

- Full blood count, ESR, CRP, and differential
- Serum Ferritin
- Stool test for blood
- Kidney Function Test
- Liver Function Test
- Thyroid Function Test
- Total Lipid Profile (total Cholesterol, LDL, HDL Cholesterol, and triglycerides)
- Fasting Blood Glucose, Haemoglobin A1c (Pre-Diabetes and Diabetes)
- Bone Profile
- Physical Examination, which includes general, cardiovascular, respiratory, abdominal, and joint & muscle.

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- Lifestyle Assessment including Diet, Exercise, Stress, and Advice

Relevant Additional Medical Examinations

- Cancer risk prevention, cancer screening, and related physical examinations, e.g., breast, colon, prostate
- Cardiovascular risk prevention and management
- Pre-travel and pre-relocation health assessments

Occupational Health Policy Development

From time to time, as requested by the relevant HR Department within the Contracting Authority, to provide best practice expertise, advice, knowledge, and assistance with the formulation, development, and implementation of relevant and appropriate organisational policies related to sick leave or the provision of effective occupational health services to the relevant agencies in line with organisational policies, legislation, and professional standards.

Other additional medical, physical, mental health, and well-being services

The additional/optional services listed below are services that the Agencies within the Contracting Authority may consider undertaking at any time during the proposed contract and, if required, may be requested; this list is not exhaustive.

Employee Group or Individual Programmes

Medical, health screening and assessment programmes – the design, development and implementation of appropriate medical and health screening and assessment programmes as specified by the Agencies within the Contracting Authority for groups or individuals if, and as, required:

- Manual handling and other relevant specific advice and training for individual roles/employees
- Health and lifestyle advice, and promotion, e.g., smoking, alcohol, weight, diet, exercise
- Management/employee advice and training on the general management of stress and other mental health and wellbeing services
- Other health education/promotion sessions and employee induction sessions

Pandemic Management Programme

To provide relevant, timely, and professional support, advice, expertise, training, and administration solutions to the relevant Agencies within the Contracting Authority as requested for a range of Occupational Health-related activities that are required to be delivered in the Agencies' management of and response to any pandemic-related programmes as they arise.

Occupational Health for Hybrid Working

- Occupational health support and advice in the development and implementation of formal hybrid working policies, including hybrid working practices, controls and measures, risk identification, assessment management, etc.
- Individual hybrid working, physical/mental health and well-being assessments for employees as requested by the relevant agency within the Contracting Authority.

It would be envisaged that these assessments would be reviewed in the context of any public health and public sector advice and recommendations that are in place at any one time; the effective and ongoing management of the Contracting Authority's national remit, business needs, impacts and outputs and aligned to the Contracting Authority's relevant hybrid working policies and practices, if hybrid working is a benefit that is available to employees on a formal basis within or outside of a pandemic response management situation.

In providing some or all of the above services, it is expected that all providers tendering for this contract will have and/or will provide the following:

- ✓ Professionalism, confidentiality, sensitivity, quality of service, responsiveness, and promptness are some of the main attributes required for the provision and management of these specialist services.
- ✓ The health, safety and well-being of all employees working in the Contracting Authority is paramount and therefore it is expected that potential tenderers for this service will have safe workplaces and will have in place safety protocols, staff training, other processes and practices that ensure the protection and well-being of those Contracting Authority employees and potential employees attending the tenderers' clinics/surgeries e.g. social distancing measures, personal protective equipment for their own staff members and the Contracting Authority employees as required. It is also expected that individual consultation services can be delivered via both digital technology and at suitable business locations, as appropriate, for face-to-face interactions.

- ✓ Have an appropriate booking system or portal and process for all occupational health individual referrals, assessment reviews, and reporting that is clearly accessible and compliant with GDPR and any other necessary legislative, HR or other occupational health regulatory requirements.
- ✓ Have the necessary professional standard, bandwidth, capacity and resources, either directly or via a recommended, associated or affiliated professional occupational health services network of similar standing and equal calibre, that is capable of organising and managing the provision of some or all of these services for the Contracting Authority's Ireland-based locations; or if required from time to time on an ad-hoc and as appropriate basis, for the overseas network locations (Enterprise Ireland and IDA Ireland) as specified or requested by the relevant Agency's HR Department.
- ✓ Put in place all the service management, structures, and process plan to be provided to the relevant agencies within agreed timeframes as detailed throughout Section 4 above.
- ✓ When invoicing for services drawn down, separate from invoices sent to the Finance Departments of the Contracting Authority, be able to provide to a nominated individual from the relevant HR Department within the Contracting Authority a confidential monthly breakdown list of services for that period that are aligned to each invoice submitted.

Expected Turnaround Time Frames

As a guide, please note that general response and turnaround time frames expected by Enterprise Ireland, IDA Ireland, and Research Ireland are as follows:

APPOINTMENTS

SERVICE	MINIMUM TIME PERIOD FOR AN APPOINTMENT	MAXIMUM PERIOD FOR AN APPOINTMENT	TIME FOR AN APPOINTMENT
Pre-Employment Medical – Online or Face-to-Face	24 Hours	7 working days	
Individual Ill-health / well-being / absence / injury /	24 Hours (if urgent appointment required)	7 working days	

hybrid working individual assessment		
On-Site General Vaccination Programmes (e.g., Flu Vaccinations) Estimated take-up could be approx. 200+ employees per annum across the three agencies within the Contracting Authority at East Point, Dublin (EI) and Three Park Place, Hatch Street Upper, Dublin 2 (IDA and RI)	24 hours	10 working days

REPORTS

SERVICE	MINIMUM TIME PERIOD FOR RECEIPT OF REPORT	MAXIMUM TIME PERIOD FOR RECEIPT OF A REPORT
Pre-Employment Medical – online or face-to-face - Emailed/Online Portal	24 Hours	48 Hours
Individual Ill-health / well-being / absence / injury / hybrid working individual assessment	24 Hours (if urgent appointment required)	7 days

Critical Illness Protocol		
- Emailed/Online Portal	24 Hours	48 hours

Artificial Intelligence (AI)

The EU AI Act designates certain applications of artificial intelligence within employment and human resources contexts as 'High-Risk'. Thus, the provider will need to provide details in relation to how they currently use AI and/or how they might intend to use AI in the future.

Exit Strategy Upon Framework Completion

To ensure that there is a continuity of service for the agencies within the contracting authority upon completion of this framework agreement, the successful provider will need to work with and agree to an exit strategy with the agencies. This will ensure that relevant employees within the agencies are not negatively impacted by any changes to the service upon the completion of the framework, including the transfer of any data held by the provider relating to the contracting authority and its employees.

5.3 Delivery Locations

The contract should be delivered throughout Ireland for the agencies within the Contracting Authority in line with requirements for their head offices in Dublin and their regional offices. Please note, while most staff for all agencies are based in the Dublin region, it is expected that the service can be delivered appropriately across all regions of relevance.

While some or all of the specified services may, in the main, be drawn-down within Ireland-based locations, it is expected that tenderers would also be in a position to organise and manage access to or the provision of some or all of these services either directly, via an affiliated or associated occupational health services network, or via a recommendation of same, for the Contracting Authority's (Enterprise Ireland and IDA Ireland) overseas locations, from time to time on an ad-hoc and as appropriate basis, as specified or requested by the relevant agency's HR Department.

Enterprise Ireland [Office Locations](#)

IDA Ireland [Office Locations](#)

Research Ireland [Office Locations](#)

5.4 Volumes

Type	Approx. Monthly Avg.	Approx. Annual Avg.
Pre Employment Medicals (Mix of Online / Face to Face) *Note, Enterprise Ireland has a requirement for additional Pre Employment Medicals during Q2 each year for their Internship and Graduate Programmes	8 – 10	100 + 50 + in Q2 each year
Wellness Medical Referrals + Reviews	3 – 4	30 +

No contract awarded under the established framework pursuant to this competition will confer exclusivity on the successful tenderer. It should be noted also that the scope of expenditure cannot be accurately forecasted, nor can any guarantee for a minimum uptake of services be given at this time. Any historical data is produced for information purposes only.

5.5 Pricing

The maximum price chargeable in respect of all items contracted during the framework period shall be set out in Section 4.1 within the Tender Response Document. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

5.6 Account Management

Enterprise Ireland requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required on a parallel basis to each of the individual agencies within the Contracting Authority.

5.6.1 Invoicing

Invoices shall be submitted by the successful tenderer monthly for all costs incurred in the preceding month. All official invoices must quote a purchase order number and be submitted directly to the Accounts Payable Finance Departments for each of the Agencies within the Contracting Authority. payment terms will be agreed between the successful provider and each of the agencies within the Contracting Authority. Payments which do not quote the relevant purchase order number(s) will be returned to the supplier.

5.6.2 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework member(s). Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated, the Contracting Authority reserves the right to revert to the tenderer who finished in second place in this competition within the tender validity period.

5.7 Award to Runner Up

If, for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

6 Evaluation Criteria

6.1 Selection Criteria

Enterprise Ireland is using the OPEN procedure for the establishment of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

6.1.1 General, Declarations and Financial Requirements

Tenderers are required to complete the Tender Response Document (TRD) which is published as a separate document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information

Tenderers must complete the general information section on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Declarations

Tenderers must Complete and sign the following Declarations in the Tender Response Document:

- a) Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016;

- b)** Compliance with relevant statutory obligations. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. This includes the Children First Act (2015)
- c)** Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.
- d)** Data Protection & Security

Financial and Economic Standing	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.
Financial Standing	(a) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Value €
Employer's Liability	€13 million
Public Liability	€6.5 million
Professional Indemnity	€1 million

Medical Malpractice	€1 million
Cyber Liability	€5 million
For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.	
Notes re Employer's Liability: #1 Sole traders with no employees are not required to have this insurance. #2 In the case of certain jurisdictions, alternative insurance arrangements exist (i.e. Government schemes) #3 The nearest currency equivalents may be accepted depending on the level of cover	

6.1.2 Previous Experience

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Satisfactory Previous Experience

Tenderers must demonstrate to the satisfaction of the Contracting Authority that they have the experience necessary to supply the Services if their Tender is successful. To demonstrate that the Tenderer meets this criterion, each Tenderer must submit by completing the TRD with its Tender:

Provide three (3) reference contracts relating to delivery for public or private sector clients which demonstrate, to the satisfaction of the Contracting Authority, the Tenderer's experience in successfully delivering Provision of Occupational Health and Pre-Employment Services, and related services, demonstrating the specific requirements set out below. Each reference contract must relate to services delivered within the 36 months **prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

Tenderers must use the table format in the TRD for their answers and must respond to each element of the table.

In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Tenderers will note that they are to provide contact details for referees for each reference project. Enterprise Ireland has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by Enterprise Ireland. Tenderers should note that Enterprise Ireland may at its discretion contact all referees or referees for the successful Tenderers only.

Enterprise Ireland may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by Enterprise Ireland. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform Enterprise Ireland of the

reason as to why the documentation cannot be supplied and, if Enterprise Ireland considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of Enterprise Ireland, that they have the required capacity to deliver the services.

6.1.3 Other Technical Criteria

Personnel & Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated in the TRD.

Professional Membership

Tenderers are required to provide details of professional body membership or other relevant industry-specific associations.

6.2 Award Criteria

The framework will be established on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	Ultimate Cost	30%	3000	N/A
<i>Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender. Cost will be assessed as set out in Note 1 below.</i>				
B	Quality and Experience of Resources Proposed	30%	3000	1800
<i>Tenderers must clearly describe in their TRD the quality of their proposed resources and are referred to Section 4.4 of the ITT. Tenderers should provide comprehensive information on the core team proposed clearly indicating each team members contribution to the project, their medical / occupational health profession and qualifications, their precise roles and responsibilities and time commitment. Comprehensive CVs must be provided demonstrating each team members expertise for the role proposed. In addition, tenderers must outline the availability of the resources for the proposed team and provide detail on their proposal for the supply of the proposed resources for the term of the initial contract.</i>				
C	Contract Management Proposals	10%	1000	600
<i>Tenderers must clearly describe in their TRD how they will deliver the service. Tenderers are required to provide a proposed draft Service Level Agreement (SLA) to the Contracting Authority, which will describe in detail how they propose to address the execution and performance monitoring of the service provision.</i>				
D	Proposed Methodology	30%	3000	1800

Tenderers must clearly describe in their TRD how they will deliver the service and are referred to section(s) 4.2 of the ITT. Tenderers should provide comprehensive information to enable the Contracting Authority to assess their offer under this criterion, covering the service requirements for this tender. Tenderers should outline their understanding of the service requirements and detail and describe what they propose to deliver and how they propose to deliver the responsibilities, tasks and methodologies aligned to the services required, as well as detailing the proposed systems, structures, timeframes and processes they would propose to put in place for delivering the services as detailed and described in the ITT. Tenderers should address delivery to services outside of abased on geographical location.

NOTE 1: Tenderers should note that they must achieve a minimum rating of **60%** for each of the individual qualitative criteria **(B)**, **(C)** and **(D)** in order to avoid elimination from the competition. Please note that in relation to criterion **(A)**, tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

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

100%	Outstanding
90%-99%	Excellent
80%-89%	Very Good
70% - 79%	Good
60% - 69%	Acceptable
Less than 60%	Unacceptable

Marks between the baselines outlined above can be awarded where responses so merit additional marks.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers

NOTE 3: The establishment of the framework and award of the initial contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting.

NOTE 4: Tenderers should note that Enterprise Ireland reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Enterprise Ireland

7 INSTRUCTIONS TO TENDERERS

7.1.1 Submission of Tenders

Enterprise Ireland is using the Tender Postbox facility on eTenders for submission of Tenders and all tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only.

The Contracting Authority is using the postbox facility on eTenders and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

- Email: irish-eproc-helpdesk@eurodyn.com
- Phone: +353-818001459

Accessing documents

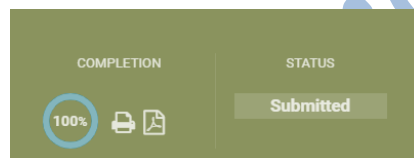
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- Log-in to the system;

- Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- Click on the hyperlink for the competition which will bring you to the CfT Workspace
- In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- Complete the “Association with the CfT” tab.
- This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF FILE NAMES.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Tenderers should take into account the fact that upload speeds vary.

It is the responsibility of the Tenderer to ensure that their application is complete and is uploaded as a in accordance with the instructions provided on eTenders prior to the deadline is as per the front page.

Tenders that are received via other means WILL NOT be considered in this procurement competition.

7.1.2 Queries

All queries regarding this tender should be submitted using the message tool on the eTenders platform. The Closing date for receipt of queries is **as per the front page**.

Queries should be in question format and submitted by the messaging tool **only**. Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other. Tenderers should note that Enterprise Ireland will not respond to individual Tenderers privately.

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.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

7.1.3 Query Process for Framework and Contract Terms and Conditions

Please refer to Framework and Contract Terms and Conditions set out in Appendices. It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out at (b) above to highlight any clauses that they may wish to discuss. Any proposed amendment should be described in clear detail. It will be at Enterprise Ireland’s sole discretion to modify the Framework and Contract Terms and Conditions. Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process and at framework / contract award stage

7.1.4 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents submitted and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of Enterprise Ireland, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

Enterprise Ireland reserves the right to disqualify incomplete tenders.

7.1.5 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please email the contact detailed above as soon as possible.

Tenderers shall immediately notify Enterprise Ireland via the messaging tool on eTenders should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. Enterprise Ireland will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

Enterprise Ireland reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

7.1.6 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

7.1.7 Extension of Tender Period

Enterprise Ireland reserves the right at any time before the Tender Deadline and at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders.

7.1.8 Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted via the e-Tenders Postbox facility before the closing date and time for receipt of tenders and clearly marked as part of the tender. Any modifications received after the closing time or outside of the eTenders Postbox facility will not be considered.

7.1.9 European Single Procurement Document (ESPD)

Enterprise Ireland will accept an ESPD if Tenderers wish to submit for this competition provided that they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in Section 6.1

7.1.10 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out as an Appendix to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

7.1.11 Cost of Preparation of Tender

Enterprise Ireland will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

7.1.12 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **12 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

7.1.13 Currency and Prompt Payments

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

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

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

Enterprise Ireland also operates in accordance with the European Communities Late Payment in Commercial Transactions Regulations 2012.

7.1.14 Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

7.1.15 Conflict of Interest

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

7.1.16 Freedom of Information Act

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed. Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or

while any contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

7.1.17 Data Protection Legislation

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "**General Data Protection Regulation**"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

Enterprise Ireland will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Invitation to Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, Enterprise Ireland, 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 Enterprise Ireland for the purposes of its participation in this Competition

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

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

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

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

7.1.19 Service Audit

Enterprise Ireland reserves the right to undertake a service audit to validate and verify performance against the agreed contract terms. This service audit may be carried out by the Enterprise Ireland or by a third party on their behalf. In tendering, tenderers agree to facilitate such audits.

7.1.20 Tax Clearance Certificate

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

Prior to the award of any 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 Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable).

By supplying these numbers, the successful Tenderer, acknowledges and agrees that Enterprise Ireland has the permission of the successful tenderer to verify its tax cleared position online. <mailto:nonrestaxclearance@revenue.ie>

7.1.21 Withholding Tax

Where applicable, relevant payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

7.1.22 Irish Legislation and Law

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

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

7.1.23 Clarification of Tenders

Enterprise Ireland is entitled, but not obliged, to seek clarification of tenders in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Enterprise Ireland.

7.1.24 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors:

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

The amount stated in the tender form will be adjusted by Enterprise Ireland in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

7.1.25 Change in the Composition of a Tender

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

7.1.26 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence Enterprise Ireland, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

7.1.27 Notification of Tender Evaluations

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

- a) Letter of Intent of award of contract.
- b) Letter of Regret.

In the case of National value contracts Enterprise Ireland will issue a Letter of Regret with the name of the winning tenderer and the scores of the tenderer and the winning tenderer.

An award notice will be despatched to www.etenders.gov.ie announcing the results of the competition no later than 30 days after the award of contract.

7.1.28 Policy on Personal Debriefings

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

7.1.29 Award to Runner-up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; Enterprise Ireland reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

7.1.30 Right to Award to More than One Supplier

Enterprise Ireland reserves the right to award the contract to more than one supplier where it considers that none of the tenders meet the full scope of requirements. On that basis award to more than one tenderer will only occur where the components / related costs can be separately assessed.

7.1.31 Replacement Personnel

Notification must be sent in writing as soon as possible to Enterprise Ireland on any proposed change of nominated personnel, such change to be subject to the written approval of Enterprise Ireland. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

7.1.32 Copyright

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

7.1.33 Brand Names, etc.

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

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

APPENDIX 1 – FRAMEWORK AGREEMENT

FOR INFORMATION PURPOSES ONLY

Note: This document is an indication of the form of agreement which the Contracting Authority intends to conclude with the successful tenderer arising from this competitive process. Tenderers are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.

Tenders are **not** requested to sign these terms as part of their tender submission but should review them carefully.

Framework Agreement with a Single Operators for the provision of Occupational Health and Pre-Employment Services for the Contracting Authority/Agency

THIS FRAMEWORK AGREEMENT is made on [e.g. XX January 2026]

BETWEEN:-

- (1) **Enterprise Ireland**, having its offices at The Plaza, Eastpoint Business Park, Dublin 3 (the "**Client**" which expression includes its successors and permitted assigns and anybody to whom its functions are transferred under Applicable Law) of the one part; and
- (2) **[OPERATOR NAME]**, a company established under [] law with company registration number [insert] and its registered address at [insert] (hereinafter referred to as the "**Operator**" which expression includes its successors and permitted assigns) of the other part,

Each a 'Party' and together, the 'Parties'.

RECITALS

(A) Notice and Award Procedure

The Client has conducted a tender competition in accordance with Directive 2014/24/EU and all applicable procurement rules, in particular Article 74 for Title III Services, for the establishment of a framework agreement (within the meaning of Directive 2014/24/EU) with a single economic operator for the provision of occupational health and pre-employment services. The tender competition under the **single stage procedure with negotiation** was advertised in the Official Journal of the European Union on [e.g. 1 July 2025] with a reference number of [e.g. 2013/S 123-456789] [OR on the eTenders website on [e.g. 1 July 2025]] (the 'Contract Notice').

(B) Appointment

Following evaluation of tenders received in accordance with the Invitation to Tender, the Client wishes to appoint the Operator to this framework agreement to provide services, if instructed to do so from time to time by the Client, subject to, and in accordance with, the terms and conditions of this framework agreement (the "Framework Agreement").

(C) Purpose

This Framework Agreement sets out the award procedure for services which may be required by the Client, the main terms and conditions for any call-off contract, and the obligations of the Operator during and after the period of the Framework.

NOW IT IS HEREBY AGREED as follows:-**E) DEFINITIONS AND INTERPRETATION**

In this Framework Agreement the following terms have the meaning given to them below:

"Applicable Law" means any law applicable in the State and includes without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"Call-Off Contract" means the legally binding agreement (made pursuant to the scope and provisions of this Framework Agreement) for the provision of Services between the Client and the Operator for which the Operator has submitted, and the Client has accepted, a Tender or Supplementary Tender. This term includes references to an Initial Contract in the Invitation to Tender

"Call-Off Contract Terms and Conditions" means the general terms and conditions which will apply to any Call-Off Contract and which are set out at Schedule 11, including any future amendment thereto or redraft thereof;

"Call-Off Order" means the document set out in Schedule 6 (including any future amendment thereto or redraft thereof) issued by the Client to the Operator in accordance with the procedure set out in Sub-Clause 6(4) instructing the Operator to provide Services.

"Commencement Date" means [e.g. 1 July 2025]

"Conflict of Interest" means any actual or potential conflict of interest (including any relationship, filial or otherwise, or any interest, whether arising through personal, company or professional association, or current or prospective contractual obligations) which the Operator or any of its Personnel may have including, without prejudice to the generality of the foregoing, any actual or potential conflict relating to any aspects of (i) this Framework Agreement; (ii) the

Services, (iii) a Call-Off Contract, (iv) the Client, (v) any stakeholders or other parties having an interest in the programme and/or (vi) any economic operator or tenderer in any way connected with the programme or any of the Services.

“Controller” means the natural or legal person, public authority or other body which alone or jointly with others, determines the purposes and means for the processing of personal data;

“CPI Index” means the Consumer Price Index as published by the Central Statistics Office in Ireland;

“Data Protection Laws” means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended, replaced or superseded) (**DPA**), (ii) to the extent applicable to this Framework Agreement, the data protection and information privacy laws of another jurisdiction and (iii) any subsequent re-enactment replacement or amendment of such laws or the DPA , and including, for the avoidance of doubt, the General Data Protection Regulation (EU) 2016/679 (**GDPR**), and any guidance issued by the Irish Data Protection Commission.

“Data Subject” has the meaning given under 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;

“Directive 2014/24/EU” means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts [2014] OJ L94/65;

“Framework Agreement” means this Agreement, including the Recitals to, and Schedules of, this Agreement;

“Framework Period” means the period set out in Sub-Clause 4(1);

“Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in

each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Invitation to Tender” means the document issued by the Client on [e.g. 1 July 2025], together with any clarifications, additions or amendments issued by the Client, as evidenced in Schedule 13;

“Party” means the Client and/or the Operator;

“Personal Data” means any information relating to an identified or identifiable living natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identified such as a name, an identification number, location data, an online identified or to one or more factors specific to the physical, physiological, genetic, mental economic, cultural or social identify of that natural person;

“Personal Data Breach” has the meaning given to it in Data Protection Laws;

“Personnel” means all persons employed by the Operator together with the Operator's servants, agents and suppliers of any tier used in the performance of its obligations under this Framework Agreement or a Call-Off Contract;

“Processing” means any operation or set of operations which is performed on personal data or on sets of person data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use or disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Processor” means a natural or legal person, public authority or other body which processes personal data on behalf of the controller;

“Request for Supplementary Tender” means the document set out in Schedule 7 hereof (including any future amendment thereto or redraft thereof) issued by the Client to the Operator in accordance with the procedure set out in Sub-Clause 6(5) requesting a Supplementary Tender from the Operator for the provision of the Services;

“Services” means any of the services falling within the scope set out in Sub-Clause 5(1);

“Sub-Consultant/Contractor” means the legal person identified in Schedule 10 or any authorised replacement in accordance with Sub-Clause 7(5)(2);

“Sub-Consultant/Contractor Collateral Warranty” means the warranty which the Client may require the Operator to procure from its Sub-Consultant/Contractor in accordance with Sub-Clause 7(5)(5) and which is set out in Schedule 12, including any future amendment thereto or redraft thereof;

“Supplementary Tender” means the written submission by the Operator in response to a Request for Supplementary Tender;

“Tender” means the submission by the Operator in response to the Invitation to Tender, together with any clarifications, additions or amendments accepted by the Client, as evidenced in Schedule 14.

1.1 In this Framework Agreement, unless where otherwise specified:

1.1.1 headings are included for ease of reference only and shall not affect the construction of this Framework Agreement;

1.1.2 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;

1.1.3 unless the context requires otherwise, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa;

1.1.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.1.5 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;

1.1.6 references to a day mean a calendar day;

1.1.7 references to a month mean a calendar month;

1.1.8 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2 To the extent that any specific term or condition in a Contract or Sub-Consultant/Contractor Collateral Warranty is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition the relevant term or condition in the Call-Off Contract Terms and Conditions or Sub-Consultant/Contractor Collateral Warranty shall prevail.

f) Appointment of Operator

In consideration of payment by the Operator of good and valuable consideration, receipt of which is hereby acknowledged, the Operator accepts its appointment subject to the terms and conditions of this Framework Agreement.

g) Non-Exclusivity

The Operator acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Client for Services from the Operator and that the Client is at all times entitled to enter into other contracts and agreements with other suppliers/service providers for the provision of any or all supplies or services, or both, which are the same as or similar to the Services. In the event of the latter the Client shall observe all applicable public procurement rules and shall not afford any advantage to the Operator.

4. Period of Framework Agreement

- a. This Framework Agreement shall take effect on the Commencement Date and expire two (2) years thereafter, unless extended in accordance with clause 4.2 or terminated earlier in accordance with these terms and conditions.
- b. The Framework Agreement may be extended for a further two (2) years, subject to a maximum framework period of four (4) years and subject to satisfactory performance, business needs and budgetary constraints.
- c. The initial Call Off Order under the Framework Agreement will be for a period of **X (X) years**.
- d. For the avoidance of any doubt, the term of a Call-Off Contract may last for longer than the Framework Period.

5. Scope of Framework Agreement

- e. This Framework Agreement relates to the provision of provision of occupational health and pre-employment services, as more particularly described in the Invitation to Tender and in Schedule 1 of the within Agreement.
- f. The cumulative value of all Call-Off Contracts shall not reasonably exceed X euro (€X million) net of Value Added Tax.

6. Procedure for the award of Call-Off Contracts

- 6.1 As and when the Client decides to source the Services through this Framework Agreement, then it may award a Call-Off Contract to the Operator based on the Tender in accordance with the procedure set out in Sub-Clause 6(4) or, alternatively, on a Supplementary Tender received in accordance with the procedure set out in Sub-Clause 6(5).
- 6.2 When awarding a Call-Off Contract, the Parties and the Operator shall not make any substantial amendments to the terms laid down in this Framework Agreement.
- 6.3 On each occasion that a Call-Off Contract is awarded to the Operator pursuant to this Clause 6, the Client and the Operator shall enter into a contract in accordance with the Call-Off Contract Terms and Conditions.
- 6.4 Procedure for the award of a Call-Off Contract based on the Tender
 - 6.4.1 Where all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement, the Client may issue a Call-Off Order to the Operator at any time during the Framework Period.
 - 6.4.2 The Client will complete a Call-Off Order indicating the scope and term of the Call-Off Contract to be awarded subject to the terms set out in Clause 7. The Client shall fix a deadline for the receipt of confirmation by the Operator of its acceptance of the Call-Off Order.
 - 6.4.3 The Client will issue the Call-Off Order by email to the Operator to the address given in or notified under Clause 13.
 - 6.4.4 The Operator shall inform the Client by email within the stipulated time limit for reply of whether it accepts the Call-Off Order. Upon receipt of this acceptance, the Client will enter into the Call-Off Contract with the Operator.

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- 6.4.5 The Operator acknowledges that the Client shall not be obliged to award any Call-Off Contract pursuant to this Sub-Clause 6(4) and that the Client may terminate the award procedure at any time at its sole discretion.
- 6.5 Procedure for the award of a Call-Off Contract based on a Supplementary Tender
- 6.5.1 Where not all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement, the Client may issue a Request for Supplementary Tender to the Operator at any time during the Framework Period.
- 6.5.2 The Client will complete a Request for Supplementary Tender indicating the scope and term of the Call-Off Contract to be awarded and such other terms and conditions as the Client may set out in accordance with Schedule 7.
- 6.5.3 The Client shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the scope of requirements and the time needed by the Operator to prepare an appropriate Supplementary Tender.
- 6.5.4 The Client will issue the Request for Supplementary Tender by email to the Operator to the address given in or notified under Clause 13.
- 6.5.5 The Operator shall submit a Supplementary Tender by email within the stipulated time limit for reply. The Supplementary Tender shall comply with the requirements of the Request for Supplementary Tender and the terms set out in Clause 7.
- 6.5.6 Upon receipt of the Supplementary Tender, the Client will consider whether it is satisfied with the proposals for the provision of the Services required and with the cost proposed. If the Client is satisfied, and decides that it wishes to enter into a Call-Off Contract with the Operator, it will enter into the Call-Off Contract with the Operator. If the Client is not satisfied, it may, at its sole discretion, consult with the Operator in respect of its Supplementary Tender, or choose to procure the Services required in another way.
- 6.5.7 The Operator acknowledges that the Client shall not be obliged to award any Call-Off Contract in response to a Supplementary Tender and that the Client may terminate the award procedure at any time at its sole discretion.
- 6.5.8 The Client shall not be responsible for any costs incurred by the Operator or any Sub-Consultant/Contractor in the preparation of a Supplementary Tender or any related site visits.
- 6.6 The Client shall not have nor accept any responsibility or liability arising from the award of a Call-Off Contract by another Framework Purchaser pursuant to this Clause 6.
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7. Fixed Terms for Call-Off Contracts

7.1 The terms contained in this Clause 7 shall apply to the award of any Call-Off Contract. Failure by the Operator to meet its obligations under this Clause 7 shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9(2)(1).

7.2 Personnel

7.2.1 The Personnel assigned by the Operator to deliver any Call-Off Contract shall be those identified in its Tender and evidenced in Schedule 3 or Supplementary Tender, or other Personnel of equivalent qualifications, skills and expertise approved by the Client in accordance with Sub-Clause 7(2)(2).

7.2.2 The Operator shall only be permitted to replace or supplement a Personnel member identified in Schedule 3 if:

- (a) so requested by the Client pursuant to Sub-Clause 8(11); or
- (b) necessary to do so due to that person's death, illness or incapacity; or
- (c) due to the departure of the member of the Personnel from the employment of the Operator.

In such cases the Operator shall submit to the Client details of the proposed replacement or additional Personnel and, subject to the Client's consent (which shall not be unreasonably withheld or delayed), shall so replace or supplement the Personnel identified in Schedule 3 as appropriate. The Client shall be entitled to reject a proposed Personnel member on the ground, inter alia, that they do not have equivalent qualifications, or skills, or expertise as the Personnel being replaced.

7.2.3 The Operator shall ensure that the rates of pay and conditions of employment of the Personnel comply with all Applicable Law.

7.3 Maximum Rates

7.3.1 The maximum rates chargeable by the Operator under a Call-Off Contract shall be those identified in its Tender and evidenced in Schedule 2.

7.3.2 The maximum rates described in Sub-Clause 7(3)(1) will be fixed for the initial thirty-six (36) months of the Framework Period and will be adjusted for inflation thereafter on each annual anniversary of the Commencement Date in accordance with the CPI Index.

7.3.3 Notwithstanding Sub-Clause 7(3)(2), the Client may elect to enter into consultations with the Operator to adjust the maximum rates described in Sub-Clause 7(3)(1) as a result of increases or decreases that occur in Personnel' wages or expenses, or material prices invoiced as part of a Call-Off Contract or are made by Law.

7.3.4 The Client may seek, or the Operator may offer, lower rates at any time during the Framework Period. In particular, where the Operator is offering services which are the same as or similar to the Services, generally in the open market at a lower rate than the maximum rates described in Sub-Clause 7(3)(1), the Client may request adjustment of Schedule 2 to reflect this.

7.4 Service Level Agreement

The Service Level Agreement applicable to the performance of Services by the Operator under any Call-Off Contract shall be that as agreed between the Parties/identified in its Tender/and as evidenced in Schedule 8, where used, including any future amendment or redraft thereof.

7.5 Sub-Consultant/Contractor

7.5.1 The Sub-Consultant/Contractor assigned by the Operator to deliver any Call-Off Contract shall be that identified in its Tender and evidenced in Schedule 10 or Supplementary Tender, or other Sub-Consultant/Contractor approved by the Client in accordance with Sub-Clause 7(5)(2).

7.5.2 The Operator will not replace a Sub-Consultant/Contractor without the prior written consent of the Client. The Client shall be entitled to instruct the Operator to replace any Sub-Consultant/Contractor if the Client believes (acting reasonably) that the Sub-Consultant/Contractor is incompetent or fails to perform its obligations in respect of any Call-Off Contract to the satisfaction of the Client. Any such replacement shall be of comparable qualifications and expertise as the incumbent Sub-Consultant/Contractor and shall have the legal capacity and credit status to enter into and meet the obligations of any Call-Off Contract as they fall due.

7.5.3 The Operator shall ensure that the Tender, or the Supplementary Tender, includes, distinguishes between and clearly particularises the Services to be provided by the Sub-Consultant/Contractor.

- 7.5.4 During the performance of a Call-Off Contract, The Operator shall be responsible to the Client for the management and supervision of the Sub-Consultant/Contractor and for the acts and omissions of the Sub- Consultant/Contractor as if they were its own.
- 7.5.5 The Operator acknowledges and agrees that the Client may require the Operator, as a condition of, or pre-condition to the award of, a Call-Off Contract to promptly execute under seal and deliver a Sub-Consultant/Contractor Collateral Warranty from any or all of its Sub-Consultants/Contractors of any tier proposed to deliver Services under a Call-Off Contract.

8. Obligations of Operator

8.1 Insurances

- 8.1.1 As and from the Commencement Date, the Operator is required to procure and maintain the forms and levels of insurance set out in Schedule 4. This may be subject to revision during the Framework Period, in which case the Client shall notify the Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.
- 8.1.2 Where the forms and/or levels of insurance required in respect of individual Call-Off Contracts are different to those set out in Schedule 4, the Client shall notify the Operator of the required changes in the relevant Request for Supplementary Tender or at the earliest opportunity.
- 8.1.3 The insurance required under Sub-Clause 8(1)(1) and/or 8(1)(2) shall be written by reputable and well-established insurers approved by the Client (whose approval shall not be unreasonably withheld or delayed).
- 8.1.4 At any time during the Framework Period, the Operator shall produce to the Client, on request, copies of all insurance policies referred to in this Sub-Clause 8(1) or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 8.1.5 Where the insurance policies held by the Operator in accordance with Schedule 4 are due to lapse prior to the end of the Framework Period, it shall be the responsibility of the Operator to ensure that the said insurance policies are renewed and that the insurance details are notified to the Client.

- 8.1.6 If, for whatever reason, the Operator fails to give effect to and maintain in effect the insurances required by this Framework Agreement then the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Operator.

8.2 Tax Clearance Certificate

The Operator shall, and shall procure that any Sub-Consultant/Contractor of any tier shall, for the term of any Call-Off Contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance and the maintenance of a valid Tax Certification issued by the Revenue Commissioners of Ireland.

8.3 Changes to Declaration

The Operator shall retain a copy of its signed Declaration under Public Sector Directive 2014/24/EU (Article 57) as set out in Schedule 5. If at any point during the Framework Period or during the lifetime of a Call-Off Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Client in writing of such circumstances at the earliest possible opportunity.

8.4 Confidentiality

- 8.4.1 Information concerning the Services and any information obtained, either by the Operator in the course of the execution of the Services, or by any person employed by the Operator in connection with the Services is confidential. It must not be disclosed by the Operator, or anyone employed by the Operator without the consent in writing of the Client.

- 8.4.2 The Operator must not disclose to anyone the confidential information except as necessary to perform the Operator's obligations under this Framework Agreement or a Call-Off Contract to comply with the law.

- 8.4.3 The Operator undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any confidential information.

- 8.4.4 The Operator acknowledges that the Client is subject to the Freedom of Information Act 2014 in the Republic of Ireland and that it shall assist and cooperate with the Client (at the Operator's expense) to enable the Client to comply with any information disclosure requirements thereunder. In the event of the Client receiving a request for information related to this Framework Agreement, the Client shall consult with the Operator in respect

of the request. The Operator shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Operator about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the Irish courts.

8.4.5 Within fourteen (14) days of the date of termination or expiry of this Framework Agreement, the Operator shall return to the Client any data and confidential information belonging to the Client in the Operator's possession, power or control, either in its then current format or in a format nominated by the Client (in which event the Client will reimburse the Operator's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Client, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under this Framework Agreement, or such period as is necessary for such compliance.

8.4.6 The terms of this Sub-Clause 8(4) are perpetual, and this Sub-Clause 8(4) survives the expiry or termination of this Framework Agreement.

8.5 Data Protection & Security

8.5.1 The Operator shall comply with its obligations under all Data Protection Laws.

8.5.2 Without prejudice to Article 28.10 of the GDPR, the Operator acts as a Processor in respect of the Personal Data it processes on behalf of the Client as Controller

8.5.3 Without prejudice to the generality of clause 8.5.2 the Operator, shall in relation to any Personal Data processed in connection with the performance by the Operator of its obligations under this Framework Agreement : -

(a) process, and shall procure that its Personnel only process personal Data only on the written instructions of the Client unless required to do so by European Union or Member State law to which the Operator is subject, and in such a case, the Operator shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that it has in place appropriate technical and organisational measures, 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 Personal 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

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- 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);
- (c) ensure that all Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (d) 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 the GDPR;
 - (ii) the data has enforceable rights and effective legal remedies; and
 - (iii) the Operator complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;
- 8.5.4 The Operator 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).
- 8.5.5 The Operator shall notify the Client within twenty-four (24) hours of the Operator becoming aware of a Personal Data Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Operator shall not communicate with any Data Subject in respect of a Personal Data Breach without the prior written consent of the Client.
- 8.5.6 The Operator shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination or expiry of this Framework Agreement (or at any other time on request by the Client), unless the Operator is required by the laws of any member state of the European Union or by the laws of the European Union applicable to the Operator to store the Personal Data.
- 8.5.7 The Operator shall make available to the Client all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.
- 8.5.8 The Operator will immediately inform the Client if, in its opinion, an instruction given or request made pursuant to this Framework Agreement infringes Data Protection Laws.
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- 8.5.9 The Operator shall assist the Client within such reasonable timescale as may be specified by Client with compliance with the Clients obligations pursuant to:
- (a) Article 32 of the GDPR (Security);
 - (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
 - (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
 - (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Framework Agreement).
- 8.5.10 The Operator shall:-
- (a) 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;
 - (b) ensure that a back-up copy of any and all such Personal Data is made daily 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
 - (c) in such an event and if attributable to any default by the Operator 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.
- 8.5.11 The Operator agrees that it shall not engage any third party to process Personal Data under this Framework Agreement without the prior written consent of the Client.
- 8.5.12 If the Operator engages any third party to process any Personal Data under this Framework Agreement, the Operator shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Framework Agreement and shall ensure that if any third party engaged by the Operator in turn engages another person to process any Personal Data, the third party is required to comply, and ensure compliance by any such other person, with all of the obligations in respect of processing of Personal Data that are imposed under this Framework Agreement. The Operator shall remain fully liable to the Client for processing by any third party as if the processing was being conducted by the Operator.
- 8.5.13 The provisions of this clause 8.5 shall survive termination and or expiry of this Agreement for any reason.

8.6 Conflict of Interest

8.6.1 The Operator confirms that it has carried out a conflicts of interest check and is satisfied that it has no Conflict of Interest in relation to the Services and its obligations undertaken under this Framework Agreement.

8.6.2 The Operator hereby undertakes to advise the Client forthwith should any actual or potential Conflict of Interest arise during the Framework Period and to comply with the Client's directions in respect thereof.

8.7 Registrable Interests

Any registrable interest involving the Operator (and any Sub-Consultant/Contractor 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 Operator (or any Sub-Consultant/Contractor or agent as the case may be) and to comply with the Client's directions in respect thereof, to the satisfaction of the Client. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 as amended.

8.8 Corrupt Gifts and Inducements

8.8.1 The Operator shall not give, provide or offer to any staff or agent of the Client 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 Framework Agreement or any Call-Off Contract.

8.8.2 Any breach of this Sub-Clause 8(8) or the commission of any offence by the Operator, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Framework Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Operator of the amount or value of any such gift, consideration or commission.

8.9 Audit

The Operator shall keep and maintain until a minimum of six (6) years after the expiry of the Framework Period, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement and shall allow the Client and any auditors access to such records.

8.10 Publicity

Unless otherwise directed by the Client, the Operator shall not make any press announcements or publicise this Framework Agreement in any way without the Client's prior written consent.

8.11 Performance Review

8.11.1 The Client and Operator shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and/or a Call-Off Contract 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 Operator shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

8.11.2 The Operator agrees to:

- (a) liaise with and keep the Client fully informed of any matter which might affect the observance and performance of the Operator's obligations, including the time scale of completion of the key components of the Services
- (b) comply with the reporting arrangements and protocols required by the Client from time to time; and
- (c) comply with all reasonable directions of the Client.

8.12 Failure by the Operator to meet its obligations under this Clause 8 shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9(2)(1).

9. Termination of Framework Agreement

9.1 Subject to the provisions of Sub-Clause 9(2), this Framework Agreement, or the provision of any part thereof, may be terminated by the Client at any time during the Framework Period by serving thirty (30) days written notice to the Operator. This Framework Agreement may also be terminated by the Operator at any time during the Framework Period by serving thirty (30) days written notice to the Client. Neither Party shall be entitled to any additional amounts or compensation in the event that this Framework Agreement is terminated in accordance with this Clause 9.

9.2 The Client shall have the right (in addition to any other rights which it has at law) to terminate this Framework Agreement forthwith and without liability for compensation or damages on the happening of any of the following events:

- 9.2.1 if the Client determines that the Services provided by the Operator are not being undertaken to a satisfactory standard. In this event, a written warning would issue, allowing ninety (90) days to remedy the Services, and if performance fails to improve to a satisfactory standard, then thirty (30) days' notice of termination would follow;
- 9.2.2 in the event of termination of this Framework Agreement, the Operator shall only be entitled to such actual expenses as are properly incurred in connection with the Services prior to the date of termination;
- 9.2.3 if the Operator commits any material breach of any provision of this Framework Agreement or of a Call-Off Contract and if such breach is capable of being remedied, fails to remedy such breach to the reasonable satisfaction of the Client within thirty (30) days of the notice given by the Client requiring the Operator to do so; or
- 9.2.4 if the Operator becomes insolvent, becomes bankrupt, 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; or
- 9.2.5 if any event analogous to those contemplated in Sub-Clause 9(2)(4) occurs to the Operator within the laws of any other jurisdiction; or
- 9.2.6 in circumstances where the Client becomes aware that any of the excluding circumstances listed in Public Sector Directive 2014/24/EU (Article 57) apply to the Operator; or
- 9.2.7 if any representation made by the Operator in connection with this Framework Agreement or a Call-Off Contract shall in the opinion of the Client, acting reasonably, prove to be untrue or incorrect in a material respect as of the date when made; or
- 9.2.8 the cumulative value of all Call-Off Contracts exceeds, or is close to exceeding, the amount set out in Sub-Clause 5(2).

10. Consequences of Termination and Expiry

- 10.1 Termination or expiry of this Framework Agreement shall not cause any Call-Off Contract to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination terminating this Framework Agreement states that it is also to constitute notice terminating all Call-Off Contracts between the Client and the Operator.
- 10.2 The Operator shall have no claim against the Client for any loss of profit, loss of contracts or other economic losses and/or expenses or for any indirect, economic, or consequential loss suffered or incurred as a result of the termination of this Framework Agreement pursuant to Clause 9.
- 10.3 Termination or expiry of this Framework Agreement shall not affect any antecedent and accrued rights, obligation or liabilities of either Party, nor shall it affect any provision of this Framework Agreement that is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

11. Transfer and Sub-Contracting

- 11.1 This Framework Agreement is personal to the Operator and the Operator shall not assign, novate or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Client. Notwithstanding the provisions of Sub-Clause 7(5), and 8(5)(11), the Operator shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the Client. Such consent shall not be unreasonably withheld.
- 11.2 The Client shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client provided that such assignment, novation or disposals shall not increase the burden of the Operator's obligations under this Framework Agreement.
- 11.3 Failure by the Operator to meet its obligations under Sub-Clause 11(1) shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9(2)(1).

12. General

12.1 Amendments

This Framework Agreement may only be amended by a document in writing signed by authorised representatives of each Party.

12.2 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.

12.3 Severability

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

12.4 Force Majeure

12.4.1 If through no fault of a Party, its performance has been affected or delayed by force majeure, such Party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

12.4.2 If however, force majeure causes a delay or failure in performance for a period longer than seven (7) days, the Client shall have the right to terminate this Framework Agreement by seven (7) days' notice in writing.

12.4.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the Party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to acts of God or the public enemy, expropriation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Operator's workforce.

12.5 Public Procurement

Nothing in this Framework Agreement shall prevent the Client from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Call-Off Contract concluded hereunder may be abridged modified, or amended without penalty to the Client so as to enable it to comply with the said obligations.

13. Notices

13.1 The address, e-mail address, facsimile and telephone numbers of the Parties for the purpose of the giving of notices under this Framework Agreement are as follows:

13.1.1 For the Client:

Contact Name:	
Address:	
Fax:	
E-mail:	
Phone:	

13.1.2 For the Operator:

Contact Name:	
Address:	
Fax:	

E-mail:	[]
Phone:	[]

13.2 Any notice or other communication whether required or permitted to be given by one Party to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and:

13.2.1 if delivered, at the time of delivery to the addressee or its duly authorised agent;

13.2.2 if sent by pre-paid post, four (4) days after posting if addressed to the Party to whom such notice is to be given at the address set forth for such Party in this Framework Agreement (or such other address as is from time to time notified to the other Party);

13.2.3 if transmitted by fax or electronic means on receipt of 'read receipt' or equivalent.

13.3 All notices to the Client or the Operator from the other Party under this Framework Agreement or the relevant Call-Off Contract shall be in writing and sent to the appropriate address set out above.

13.4 All notices, documents and communications provided under this Framework Agreement or the relevant Call-Off Contract shall be in the English or Irish language.

13.5 Any Party may, by notice to the other in compliance with this Clause 13 change the contact details set out at Sub-Clause 13(1).

14. Resolution of Disputes

14.1 Any dispute or difference of any kind whatsoever which arises or occurs between the Parties or their respective assigns in relation to anything or matter arising under, out of, or in connection with this Framework Agreement shall, in the first instance, be referred to a Mediator to be appointed by agreement between the parties and, in the absence of agreement within five (5)

working-days of the receipt by one Party of a written notice to concur in the appointment of a Mediator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch.

- 14.2 In the event that the dispute or difference is not resolved within fifteen (15) working-days of the appointment of the Mediator, the dispute or difference shall be referred to an Arbitrator to be agreed between the Parties and, in default of agreement within ten (10) working-days of the receipt by one Party of a written notice to concur in the appointment of an Arbitrator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch, such arbitration to be governed by the Arbitration Act 2010 as amended or replaced and shall be conducted in accordance with the Model Law as defined in the Arbitration Act 2010. The Arbitrator shall have no connection with the Mediator or Mediation Proceedings unless both Parties have otherwise consented in writing.

15. Jurisdiction

The Client and the Operator accept the exclusive jurisdiction of the Irish courts, subject to the provisions of Clause 14, and agree that this Framework Agreement is to be governed by and construed according to the laws of Ireland.

16. This Agreement may be executed by way of electronic signature by either or both parties to it (the "Parties" and each a "Party"). For the avoidance of doubt, each Party hereby:
- CONSENTS to the execution of this Agreement by the other Party by way of electronic signature; and
 - AGREES that the use of an electronic signature on this Agreement shall have the same validity and legal effect as the use of a manual signature and is made with the intention of authenticating this Agreement and evidencing the relevant Party's intention to be bound by the terms and conditions contained in this Agreement.

This Agreement is entered into by way of electronic signature as follows:

SIGNED for and on behalf of **Enterprise Ireland** by:

A duly authorised representative

in the presence of:

Witness to Signature

Witness' address

Witness' occupation

GIVEN under the **COMMON SEAL** of **[INSERT FULL LEGAL NAME OF THE OPERATOR]**

Director

Person duly authorised

in the presence of:

Witness to Signature

Witness' address

Witness' occupation

APPENDIX 2 - ENTERPRISE IRELAND TERMS AND CONDITIONS

WHEREAS:-

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:-

IT IS AGREED:-

1 PURCHASE

- 1.1** The supplier of the services identified in the purchase order or contract, ("**Seller**"), shall provide and Enterprise Ireland shall receive the services on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.

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- 1.2** Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.
- 1.3** Enterprise Ireland will not accept responsibility for any order which is not on an official order form and fully signed by an authorised officer.

2 APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

3 PAYMENT

- 3.1** In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates ("charges") as stated in the Purchase Order.
- 3.2 Invoice and Monthly Statement**
- 3.2.1** Seller shall issue an invoice for each individual Purchase Order.
- 3.2.2** The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts.payable@enterprise-ireland.com quoting the Purchase Order number
- 3.2.3** The supplier name on the invoice must be the same as on the Purchase Order.
- 3.2.4** The invoice quantity, value and currency must be the same as on the Purchase Order.
- 3.2.5** The description on the invoice must reasonably match that on the Purchase Order.

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- 3.2.6** Invoices received without a Purchase Order will be returned. A single monthly statement shall be submitted by Seller within three (3) working days of month end. This statement shall include a breakdown showing all individual invoice charges for the month.

3.3 Tax Clearance Certificates

Where cumulative payments exceed €10,000 (including VAT), in a 12-month rolling period, a valid Tax Clearance Certificate from Irish Revenue must be submitted to Enterprise Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.4 Professional Services Withholding Tax

Where professional Services are provided to Enterprise Ireland, the payment for such services are liable to Professional Services Withholding Tax (PSWT) at 20%. An F45 will be issued in receipt of the deduction. The PSWT deducted can be re-claimed from the Irish Revenue. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.5 E-Day Bank Details for Payment

- 3.6.1** Enterprise Ireland (like all Irish Public Bodies) no longer sends cheques to businesses in Ireland.
- 3.6.2** To receive payment for your supply to Enterprise Ireland the business bank details must be submitted to accounts.payable@enterprise-ireland.com

3.7 Late Payments

- 3.7.1** Enterprise Ireland is bound by the **Late Payment in Commercial Transactions Regulations 2012**.
- 3.7.2** All public sector bodies must pay invoices within 30 days of receipt of invoice (invoice must be received by Accounts Payable, Finance, Enterprise Ireland) or the services, whichever is the later.

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- 3.7.3** After 30 days, interest and compensation is automatically applied to monies outstanding, if the invoice is correct and there are no outstanding queries in relation to it.
- 3.7.4** Invoices/delivery shall be queried by Enterprise Ireland within 10 working days of receipt in writing.
- 3.7.5** The rate of interest payable under this sub-clause shall be ECB main re-financing rate plus 8 percentage points.
- 3.7.6** Any queries on invoices should be addressed to accounts.payable@enterprise-ireland.com.

4 INDEPENDENT CONTRACTOR

- 4.1** Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.
- 4.2** Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5 WARRANTY

- 5.1** Seller hereby warrants its power to enter into contracts and that it has obtained all necessary approvals to do so.

6 INDEMNITY

- 6.1** If notified promptly in writing of any action brought against Enterprise Ireland based upon a claim that any services provided by Seller infringes any patent, trade mark, copyright or other intellectual property right, the Seller shall if called upon to do so by Enterprise Ireland defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Enterprise Ireland in connection with the claim (including legal and other expert fees). If so called upon,

Seller shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

7 LIMITATION OF LIABILITY

- 7.1 In no event will Enterprise Ireland's total liability for damages and actions based on contract or tort arising out of or in connection with a Purchase Order exceed the amount remaining due under that Purchase Order.
- 7.2 In no event shall Enterprise Ireland be liable for any indirect or consequential loss suffered by Seller.

8 FREEDOM OF INFORMATION

Please note Enterprise Ireland is subject to the Freedom of Information Act 2014. The following extract may be relevant to this Purchase Order:

A record in the possession of a service provider shall, if and in so far as it relates to the service, be deemed for the purposes of this Act to be held by the FOI body, and there shall be deemed to be included in the contract for the service a provision that the service provider shall, if so requested by the FOI body for the purposes of this Act, give the record to the FOI body for retention by it for such period as is reasonable in the particular circumstances.

9 CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014, both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the other hereunder. Both parties shall take all reasonable steps to ensure that its employees, agents, Sub-contractors are bound by the same obligation.

10 FORCE MAJEURE

Neither party will be liable for failure or delay in the performance of its obligations under a Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes or governmental regulations.

11 ASSIGNMENT

Seller shall not assign a Purchase Order or any part thereof without Enterprise Ireland's prior written approval.

12 SUB-CONTRACTING

- 12.1** Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.
- 12.2** Seller shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13 NOTICES

- 13.1** Any demand, notice or communication shall be deemed to have been duly served:-
 - 13.1.1** If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).
 - 13.1.2** If given or made by prepaid post, two working days after being posted.
- 13.2** Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park, Dublin 3, Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14 WAIVER

- 14.1** Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right,

power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14.2** Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of a Purchase Order.

15 HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of the clauses.

16 SEVERABILITY

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

17 CANCELLATION

- 17.1** Enterprise Ireland may cancel an order in whole or in part at any time by written or electronic notice in the event that the Seller:

17.1.1 fails to comply with any term or condition of the order including but not limited to delivery terms; or

17.1.2 is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or

17.1.3 voluntarily ceases trading

18 INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts

operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to Enterprise Ireland's negligence, the Seller shall indemnify Enterprise Ireland against all loss which may result in any way from any act or omission of Seller, its employees, servants, agents or sub-contractors and Seller shall maintain such public liability, personal injury and property damage and employer's liability and compensation insurance as will protect Enterprise Ireland from said risks and shall produce evidence of such insurance upon request by Enterprise Ireland.

19 Data Protection

- 19.1** Seller shall comply with all applicable data protection law including but not limited to the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and any other national implementing legislation ("**Data Protection Law**").
- 19.2** In this clause 19, the terms "personal data", "processor", "controller", "data subject", supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in Data Protection Law. "Sub-processors" shall mean other processors that are used by Seller to process personal data.
- 19.3** To the extent that Enterprise Ireland acts as a controller and Supplier acts as a processor, and the provision of the goods or services requires Supplier to process personal data relating to Enterprise Ireland's clients, employees, officers and/or other persons, at Enterprise Ireland's request or under Enterprise Ireland's instructions, Seller shall comply with its obligations as processor under this clause 19.
- 19.4** The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and Enterprise Ireland's obligations and rights as controller are as provided in the applicable agreement between Enterprise Ireland and Seller and/or further to written or oral instructions that Seller receives from Enterprise Ireland. ¹
- 19.5** In processing personal data that Enterprise Ireland provides to Seller, Seller warrants and represents that Seller is, and shall be for so long as Seller processes any such data, fully compliant with the Data Protection Law and Seller agrees:
- 19.5.1** To only process the personal data on Enterprise Ireland's documented instructions, unless Seller is required to do so by EU or Irish law. Seller shall

inform Enterprise Ireland of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.

- 19.5.2** Not to transfer the personal data to a recipient outside the EEA, without Enterprise Ireland's prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- 19.5.3** To impose a duty of confidentiality on any staff and subcontractors of Seller, where applicable, with access to the personal data.
- 19.5.4** To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- 19.5.5** Not to engage another processor without Enterprise Ireland's prior specific or general written authorisation. In the case of general written authorisation, Seller shall inform Enterprise Ireland of any intended changes concerning the addition or replacement of other processors, thereby giving Enterprise Ireland the opportunity to object to such changes.
- 19.5.6**]To require any sub-processor that Seller engages to process the personal data on Enterprise Ireland's behalf, to adhere to the same obligations that Seller undertakes in these terms and conditions, to ensure such processing meets the requirements of the Data Protection Law, and Seller will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- 19.5.7** Insofar as possible, and taking into account the nature of the processing, assist Enterprise Ireland by appropriate technical and organisational measures to fulfil Enterprise Ireland's obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.

- 19.5.8** Taking into account the nature of the processing and the information available to Seller, assist Enterprise Ireland in ensuring compliance with its obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- 19.5.9** At Enterprise Ireland's request, delete or return all the personal data to Enterprise Ireland after the end of the provision of Seller's goods or services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- 19.5.10** Make available to Enterprise Ireland all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by Enterprise Ireland or another auditor mandated by Enterprise Ireland.
- 19.5.11** Immediately inform Enterprise Ireland if, in Seller's opinion, an instruction of Enterprise Ireland infringes Data Protection Law.

Enterprise Ireland