Call for
Tender Document

for the provision of
Graphic Design Support Services

SOLAS
learning works

Tender Reference: 2612-SO-E
eTenders ID: 8263969
Issue Date: 03 June 2026

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Part 1: Introduction

1.1 SOLAS invites responses ("Tenders") to this Call for Tender ("CfT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1: Requirements and Specifications, to this CfT, ("the Services"). Long Name is SOLAS for this public procurement competition ("SOLAS").

1.2 The title of this CfT is Call for Tender for the Provision of Graphic Design Support Services.

1.3 This public procurement competition relates to the provision of Graphic Design Support Services.

1.4 Any contract that may result from this public procurement competition will be issued for a term of 24 months ("the Term").

1.5 SOLAS reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of one (1) such extension on the same terms and conditions, subject to SOLAS' obligations at law.

1.6 Tenders must be received no later than **13:00** on **Wednesday 01 July 2026** Tenders that are received after this time WILL NOT be considered in this public procurement competition.

Part 2: Instructions to Tenderers

2.1 Introduction to this CfT

2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their conclusions about the solution needed to meet the requirements set out in this CfT. Tenderers and recipients of this CfT may wish to consult their legal advisers about this CfT or the subject matter thereof.

2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by SOLAS.

2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SOLAS. Any notification of preferred bidder status by SOLAS shall not give rise to any enforceable rights by the Tenderer. SOLAS may cancel this public procurement competition at any time before a formal written contract is executed by or on behalf of SOLAS. SOLAS does not bind itself to accept the lowest priced or any Tender.

2.1.4 This CfT supersedes and replaces all previous documentation, communications and correspondence between SOLAS and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this CfT should study the contents of this CfT carefully, including the information and documents contained in the Tender Response Document.

2.1.5 In this clause 2.1.5, "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 about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Data Protection Commission of Ireland or other supervisory authority for data protection in Ireland from time to time.

SOLAS will be a Data Controller (such term having the meaning given to it in the General Data Protection Regulation) in respect of any Personal Data (such term having the meaning given to it in the General Data Protection Regulation) required to be provided by the Tenderer in response to this CfT.

The Tenderer will be a Data Controller in respect of any Personal Data provided by it in its Tender and is required to comply with its obligations under the Data Protection Laws including (without limitation) to confirm in the statement required under paragraph 2.4 below that it has a legal basis (or legal bases) for sharing such Personal Data and has complied with its transparency obligations under the Data Protection Laws so that all Data Subjects whose Personal Data are provided by the Tenderer have been provided with appropriate transparency information from the Tenderer about its processing of Personal Data by the Tenderer, SOLAS, the Evaluation Team and the supplier of the etenders.gov.ie website, for the participation of the Tenderer's participation in this Competition.

2.2 Compliant Tenders

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

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

Tenderers are required:

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

b) To submit all documentation that this CfT requires to be submitted with their Tender.

c) To follow the format of this CfT and respond to each element in the order as set out in this CfT.

d) To conform to and comply with all instructions and requirements set out in this CfT.

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

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

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

2.3 Services Contract

2.3.1 Tenderers should note the terms and conditions of the Services Contract set out in Appendix 5 to this CfT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement in Appendix 3. Tenderers may not amend the Services Contract.

2.4 Acceptance of CfT Requirements

2.4.1 Each Tenderer is required to accept the provisions of this CfT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement as set out in Appendix 3 and Declaration as set out in Appendix 4 which are provided in the TRD. SOLAS must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If SOLAS cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Tenderer's Statement.

2.5 Consortia and Prime / Subcontractors

2.5.1 Where a group of undertakings submit a Tender in response to this CfT SOLAS will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Contract only ("Prime Contractor"), irrespective of whether tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must set out:

a) The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), and telephone and e-mail contact details.

b) The names of all subcontractors and/or consortium members who will be involved in the provision of the Services.

c) A description of the role to be fulfilled by each subcontractor and/or consortium member; and

d) The name, title, telephone number, postal address, and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged, or responded to.

2.6 Tender Submission Requirements

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

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

2 To submit a document to eAuctions, please note that you must follow the instructions on eTenders (available in the *User Manual for Economic Operators* available in the Information Area (etenders.gov.ie) – *Companies Manual, Detailed User Manual for Companies*). After submitting you can still modify and re-send your response up until the response deadline. Tenderers will not be able to submit a document after the response deadline.

2.6.2 Tenders must be received no later than **13:00** on **Wednesday 01 July 2026** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this public procurement competition.

2.6.3 Tenders must be submitted in English.

2.6.4 SOLAS reserves the right to check all information supplied for accuracy (but without any obligation to do so). Statements which are subsequently found to be incorrect, or incapable of fulfilment may be considered by SOLAS as a reason to exclude that tenderer from the process.

2.6.5 SOLAS reserves the right to request clarification of any matter set out in a Tenderer's tender or to request additional information from the Tenderer after the

final date for submission of tenders. Failure to provide a satisfactory response may lead to the Tenderer's exclusion from the procurement process.

2.6.6 All Tenders submitted in soft copy must be compiled such that they can be read immediately. SOLAS is not responsible for corruption in electronic documents. Tenders must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries or requests for clarification relating to any aspect of this public procurement competition or of this CfT must be directed to the messaging facility on www.etenders.gov.ie. Queries or requests for clarifications will be accepted no later than **15:00** on **Monday 22 June 2026** unless otherwise published by SOLAS. For the avoidance of doubt, Tenderers may not contact SOLAS directly regarding any aspect of this Competition.

2.7.2 All clarifications and responses to queries/requests for clarification will be issued via the messaging facility on www.etenders.gov.ie. Where appropriate, questions may be amalgamated. Tenderers should note that SOLAS will not make responses or clarifications to individual Tenderers privately.

2.7.3 SOLAS reserves the right to issue or seek written clarifications.

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

2.8 Tendering Costs

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

2.9 Confidentiality

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples, or material disclosed or furnished by SOLAS to Tenderers during this public procurement competition:

a) are furnished for the sole purpose of replying to this CfT only.
b) may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of SOLAS.
c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
d) must be returned immediately to SOLAS upon cancellation or completion of this public procurement competition if so, requested by SOLAS.

2.10 Pricing

2.10.1 All Tenderers must complete Section 3 Criteria 1: Cost of the Tender Response Document.

2.10.2 All blended hourly rate fee rates must be inclusive of out-of-pocket (i.e. mileage, subsistence, phone, postage, etc.) and account/contract management-related costs.

2.10.3 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, and all other costs/expenses).

2.10.4 All prices must be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.5 Tenderers must confirm that all prices quoted in the Tender will remain valid for 6 months commencing from the Tender Deadline.

2.10.6 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.7 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 govern.

2.10.8 Payments for Services provided according to this CfT shall be subject to and made following the Services Contract in Appendix 5 to this CfT.

2.11 Environmental, Social and Labour Law

2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the

place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

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

2.11.4 In compliance with the Public Sector Equality and Human Rights Duty, public bodies bound by the Duty are responsible for ensuring that equality and human rights obligations equivalent to the Duty are included in all agreements with contractual partners. Further information and resources regarding the obligations of public bodies concerning the Duty are available from Public Sector Equality and Human Rights Duty - IHREC - Irish Human Rights and Equality Commission

2.12 Publicity

2.12.1 No publicity regarding this public procurement competition, the award of a contract or the execution of the Services Contract is permitted unless and until SOLAS has given its prior written consent to the relevant communication.

2.13 Registrable Interest

2.13.1 Any registrable interest involving the Tenderer/subcontractor and SOLAS, members of the Government, members of the Oireachtas, or employees and officers of SOLAS and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and before the award of the contract, it should be communicated to SOLAS immediately upon such information becoming known to the Tenderer/subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995 & 2001 (Ethics Acts), a copy of which is available to download at www.finance.gov.ie. SOLAS will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered by a Tenderer.

2.14 Anti-Competitive Conduct

2.14.1 Tenderers' attention is drawn to the application of the Competition Act 2002 and the Competition & Consumer Protection Act 2014. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 Industry Terms Used in this CfT

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

2.16 Freedom of Information

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

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender

containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. SOLAS will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. SOLAS accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered because of such obligations.

2.17 Tax Clearance

2.17.1 It will be a condition of any Services Contract under this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Before the award of any Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by SOLAS. By supplying these numbers, the successful Tenderer acknowledges and agrees that SOLAS has the permission of the successful Tenderer to verify its tax-cleared position online. Please note that successful individuals will be paid for these services in line with Revenue guidelines, classed as PAYE workers and subject to statutory deductions, as required.

2.18 Conflicts of Interest

2.18.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to SOLAS as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, SOLAS may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, SOLAS may seek further information to confirm the Tenders have been prepared independently. SOLAS will, at its absolute

discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 Withdrawal from this Public Procurement Competition

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

2.20 Site Visit

2.20.1 This Clause DOES NOT apply to this CfT.

Should it be deemed necessary for tendering, SOLAS will facilitate Tenderers by permitting an inspection of SOLAS's premises. A site visit to view SOLAS's premises or facilities at [insert relevant addresses] shall be organised on [date] between the hours of [x and y]. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting [name of person] at [insert email address] by [insert date and time]. Attendance at SOLAS's premises will be subject to compliance with local security arrangements.

2.21 Insurance

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

Insurance Type	SOLAS Requirement
Public Liability	€6.5m for any one claim or series of claims arising out of a single occurrence
Employers Liability	€12.7m for any one claim or series of claims arising out of a single occurrence
The Tenderer is required to confirm that they will increase their level of insurance to those required by SOLAS before the award of any business arising from this tender.	

<u>Note:</u> Please note that a valid certificate of insurance will be required before the finalisation of any contract. Please complete the Insurance table in the Tender Response Document.

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

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

a) immediately advise SOLAS of any material change to its insured status.

b) produce proof of current premiums paid upon request.

c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 Compliant Tenders

3.1.1 Only those Tenderers who have:

a) submitted compliant Tenders under part 2.2 above, and

b) Declared by way of eESPD that either:

I. No mandatory grounds for exclusion of the Tenderer under Regulation 57 of the Regulations apply to them, or

II. In circumstances where mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

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

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

Tenderers should note that where a Tenderer (Prime Contractor) is relying on the capacity of other entities (Subcontractors) to fulfil any of the Selection Criteria in part 3.2 below it must: (i) complete and submit a separate eESPD in respect of each such Subcontractor and (ii) when requested by SOLAS, submit proof, to the satisfaction of SOLAS, that each such Subcontractor will place the necessary resources at the disposal of the Prime Contractor.

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

SOLAS may decide to examine Tenders before verifying the absence of Exclusion Grounds and the fulfilment of the Selection Criteria.

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

i. a Declaration in the form attached in Appendix 4.

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

iii. in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified in paragraph 3.2 below.

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

If a Tenderer does not, upon request by SOLAS, provide evidence which is considered by SOLAS as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies on the Selection Criteria (or any one of them) following this CfT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this CfT.

3.2 Selection Criteria

3.2.1 Economic and Financial Standing

All Tenderers must demonstrate that they can meet the following financial and economic standing requirement(s) and must be able to furnish the following documentation. Tenderers will either pass OR fail this selection criterion.

Tenderers must provide satisfactory evidence of each of the following.

- Compliance with Article 57 of Council Directive 2014 / 24 / EU as per Appendix 4.

- **Annual Turnover Requirement**

  That they have achieved a Turnover of €600,000 for each of the last 3 years (see Section 2 – Selection Criteria of the Tender Response Document) or pro-rata if more recently established.

  Rule: Pass/Fail

  Financial & Economic Considerations. Tenderers must provide financial accounts when requested by SOLAS. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform SOLAS of that valid reason as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of SOLAS, their economic and financial capacity.

  Tenderers should note that economic operators relying on the capacity of other entities must, when requested by SOLAS, submit an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

- **Insurance**

  Tenderers must agree to hold for the term of the Services Contract the insurance requirements as per Section 2.21.

  Rule: Pass/Fail

3.2.2 Technical and Professional Ability

All Tenderers must demonstrate that they have the following technical and professional abilities and must furnish the following documentation with their Tenders. Tenderers will either pass OR fail this selection criterion:

- **Evidence of Previous Experience**

Using the template provided in the Tender Response Document, Tenderers are required to submit contact details of three (3) most relevant contracts to whom they have provided graphic design support services within the last three (3) years before the tender submission deadline.

These client references may be contacted on a confidential basis to verify the said contract was carried out by the tenderer and that the service delivered to the client was of a very high standard.

Rule: Pass/Fail

Failure to submit three (3) valid Client Reference details in the specified timeframe to SOLAS's satisfaction will result in the Tenderer being awarded a **fail**.

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by SOLAS, submit an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The documentation required under this paragraph 3.2.1 will be requested by SOLAS before (and shall be a condition of) the award of any contract.

3.3 Award Criteria

3.3.1 Only those Tenderers who have qualified under paragraphs 3.2.1 and 3.2.2 of this CfT will proceed to be evaluated under paragraph 3.3.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SOLAS. Any award of notification of preferred bidder status by SOLAS shall not give rise to any enforceable rights by the Tenderer. SOLAS may cancel this public procurement competition at any time before a formal written contract is executed by or on behalf of SOLAS. SOLAS does not bind itself to accept the lowest priced or any Tender.

3.3.2 The contract will be awarded based on the most economically advantageous tender. SOLAS will apply the following award criteria:

	Award Criteria	Maximum Marks Available	Minimum Marks Required
1	Cost	**300**	**N/A**
2	Previous Experience and Team	**400**	**240**
3	Planned Approach and Service Delivery	**250**	**150**
4	Environmental and Social Considerations	**50**	**30**
	Total	**1,000**	

Scoring Methodology for Criteria 2, 3 and 4

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to a high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	No Response

Calculation of Total Cost (criteria 1)

The lowest price that meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated by using the formula outlined overleaf:

A	Ultimate Cost from lowest submission	
B	Ultimate Cost for submission being considered	
C	Maximum points available for this criterion	300
The formula for awarding scores:		$\frac{300 * A}{B}$

3.3.3 The award of contract (if any) to the highest ranked Tenderer (as determined by paragraph 3.3), will be conditional upon:

a. the Tenderer submitting the documentation if required under paragraph 3.2.1 within **one week** of notification by SOLAS; and
b. if required, the documentation submitted demonstrating that such Tenderer has the economic and financial capacity required under paragraph 3.2.1.

3.4 Verification of Proposals

3.4.1 Tenderers may be required to attend a verification/clarification meeting of the proposal contained in their Tender. SOLAS will not be responsible for the cost of such meetings (following paragraph 2.8). Performance at such meetings will NOT be evaluated. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

3.5 Standstill Period

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the "Standstill Period") if such

notice is sent by electronic means. The preferred bidder will be notified of the decision of SOLAS and the expiry date of the Standstill Period.

3.5.2 Tenderers should note that SOLAS may when notifying unsuccessful Tenderers of the results of this public procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by SOLAS.

3.6 Return of Signed Contract

3.6.1 The successful Tenderer must sign and return the Services Contract to SOLAS no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by SOLAS. A signed Services Contract returned by the successful Tenderer is not binding on SOLAS until SOLAS has signed the Services Contract following paragraph 2.1.3 above.

3.6.2 Where the signed Services Contract have not been received by SOLAS within the period as specified in paragraph 3.6.1 then SOLAS may proceed to award the Services Contract to the next highest-ranked Tenderer under paragraph 3.6.

3.7 Award to Runner Up

If, following the award of this contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of SOLAS; SOLAS reserves the right to award the contract to the next highest-ranked tenderer emerging from this competitive process at any time during the tender validity period. This shall be without prejudice to the right of SOLAS to terminate the contract and commence a new competitive process.

3.8 Replacement Personnel

At any stage before or during the contract delivery, notification must be sent in writing as soon as possible to SOLAS on any proposed change of nominated personnel, such change is to be subject to the written approval of SOLAS. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

Appendix 1: Requirements and Specifications

About SOLAS

SOLAS is the State agency that oversees the building of a world class Further Education & Training (FET) sector in Ireland, developing skills to fuel Ireland's future. FET is for everyone, is available in every community and offers a pathway to take you as far as you want to go.

Since it was established in 2013 under the Further Education and Training Act as an agency of the Department of Further and Higher Education, Research, Innovation and Science, SOLAS' ambition and leadership have been the driving force behind the transformation of a complex further education and training ecosystem. SOLAS has expanded opportunities and strengthened pathways into employment and higher education, and crucially, established a system that is responsive to learners and employers alike - a strong foundation on which to build.

About Further Education and Training (FET)

Further Education and Training is a fundamental part of Ireland's infrastructure and a core contributor to a thriving, inclusive economy and society. By creating access to career development, upskilling and lifelong learning, FET strengthens communities and equips workforce with the skills needed to overcome our domestic challenges, and for a rapidly changing world.

What makes Further Education and Training (FET) unique is it offers something for everyone, regardless of their socio-economic background or previous education level. FET courses are provided at levels one to six on the National Framework of Qualifications (NFQ) through a mix of flexible options including full-time, part-time, blended, and online learning. The variety of FET provision on offer across the country is extensive and provides lifelong learning options to anyone over 16 including apprenticeships, traineeships, post-Leaving Certificate (PLC) courses, community, and adult education as well as literacy and numeracy services.

FET is accessible, especially for people who find traditional routes to education challenging or out of reach. Courses and programmes are available locally and are provided through the 16 Education and Training Boards (ETBs) nationwide, as well as through other local providers including online through the SOLAS' eCollege, the national online learning platform.

FET meets learners where they are at and creates a supportive and tailored environment for people to thrive, where they can develop their abilities and skills, and achieve their goals in a flexible manner that suits their needs – both personally and professionally. As well as giving

school-leavers a direct route into many exciting careers, FET can provide important opportunities to upskill and reskill throughout our working lives and offers clear progression routes to Higher Education. FET is at the heart of every community throughout Ireland and plays a vital role in promoting inclusion, enhancing civic engagement and social cohesion in our vibrant communities.

Further Education and Training in 2026

The consistent message that we communicated about FET during the implementation of *Transforming Learning* has penetrated Irish hearts and minds:

"FET is for everyone, regardless of your level of formal education. It is available in every community in Ireland and will offer you a valuable and recognised pathway to take you as far as you want to go."

The recent launch of an ambitious roadmap for the next five years, 'Creating Futures 2026 – 2030' strategy sets out a shared vision for a modern, agile, resilient and future-focused FET sector in Ireland. The twin objectives – economic prosperity and social inclusion – determine that learning opportunities must be high quality, accessible and flexible to power critical sectors of the economy, sustain vibrant communities, and assist new citizens to fully integrate and participate.

This strategy – the third developed by SOLAS for the FET sector – is grounded in evidence and has been shaped by extensive engagement with learners, educators, employers and other stakeholders across the country, whose insights have helped identify what works, where challenges remain and how to overcome them.

'Creating Futures 2026 – 2030' outlines strategic objectives, goals, and actions that will deliver to ensure a good balance between skills demand and supply, and to reach the largest possible pool of diverse learners and graduates.

SOLAS is seeking graphic design support services for corporate communications and to provide support in implementing certain aspects of the organisation's communications projects. This will include:

Proposal Sought:

1. Design of strategic, evidence-based, creative concepts and recommendations.

2. Design of corporate reports, ranging from annual and labour market reports to one-off publications, ensuring these documents are clear, visually engaging and accessible.

3. Design, development, creative copy writing and production of creative concepts, content and materials for corporate communications.
4. Creative ideas for how to communicate/present work visually.
5. Design for print (including stationery, brochures, posters, leaflets etc.)
6. Design and Typesetting/formatting of English and, when necessary, Irish versions of reports for publication such as annual reports and corporate plans as required under the Official Languages Act.
7. Proofing publications and design of one-off publications for SOLAS as needed.
8. Design for adverts (including but not limited to video, online, radio, animations, digital audio, social media, video on demand, programmatic and press) in both English and Irish, as required under the Official Languages Act.
9. Design for events such as backdrops, roll up banners, signage.
10. Design for online presence such as website layout design, website skins, digital advertisements, social media and infographics in compliance with the EU Web Accessibility Directive.
11. Design of presentations and interactive applications.
12. Developing new brands – logos, brand guidelines, campaign assets.
13. Ensuring all design work and assets are accessible, in line with the EU Web Accessibility Directive.
14. Liaising with agencies on projects as required.
15. Environmental and social considerations linked to the subject matter.
16. Any additional supports that may be required.

Appendix 2: Pricing Schedule

Complete in Tender Response Pricing Document Provided

Cost part 1: Project cost - 150 marks available

Tenderers must provide costs for the sample design job below.

Sample design job: Design of a 50-page SOLAS annual report in SOLAS branding to include report typesetting, the design of 8 infographics, design of a front cover. Photography and logos would be supplied by SOLAS. The report is to be designed in both English and Irish, with a print and online file version to be received.

Item (list here)	Price per item € (ex VAT)
Estimated total € cost (ex VAT)	€0.00

Tenderer is required to list all project costs as outlined in the tender document. *(Formulas are embedded into the table).*
For Evaluation: SOLAS will use the estimated total € cost above.

Cost part 2: Blended Hourly Rate - 150 marks available

Each tenderer is required to provide costs for the five roles mentioned below. These roles are specified to ascertain the costing of a project teams' input and as a basis for a comparative analysis. It is understood that the team's size and composition will alter, depending on the requirements of future SOLAS projects.

Project Team roles (job titles)	€ cost per hour (ex VAT)
Creative Director	
Senior Graphic Designer	
Graphic Designer	
Digital/Web Designer	
Account/Project Manager	
Total cost of project team's hourly rate (ex VAT)	€0.00
Number of team roles proposed	5
Blended team hourly rate (ex VAT)	€0.00

Tenderer is required to provide a cost breakdown for their proposed team's roles and a blended rate for the proposed team. The blended rate is calculated by dividing the combined total of all the proposed roles by the number of roles proposed. *(Formulas are embedded into the table).*

For Evaluation only: SOLAS will use the blended rate of the proposed team. The blended rate is calculated by dividing the total cost of the project team's daily rates by the number of team roles proposed.

The costs per role provided in the table will be the **maximum cost per role** for the duration of the contract.

Appendix 3: Tenderers' Statement

Complete in Tender Response Document Provided

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

TENDERERS' STATEMENT

TO: SOLAS

RE: Call for Tender for the Provision of Graphic Design Services

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

1. We understand the nature and extent of the Services required to be delivered as described in Appendix 1: Requirements and Specifications to the CfT.
2. We accept all the Terms and Conditions of the CfT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the CfT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the CfT.
4. We agree to provide SOLAS with the Services per the CfT and our Tender.
5. We confirm that we have complied with all requirements as set out in Part 2: Instructions to Tenderers, of the CfT.
6. We confirm that all prices quoted in our Tender will remain valid for the period commencing from the closing date for the receipt of the Tender as specified in paragraph 2.10.5 of the CfT.
7. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social, and labour law.
8. We shall, if awarded any contract under the CfT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the CfT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, SOLAS, the Evaluation Team and the supplier of the etenders.gov.ie website, for our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to SOLAS for our participation in this Competition and that we will provide evidence of such consent and/or legal basis to SOLAS upon request.

Signed: _____ Name in Print_____

Date: _____

Position: _____
(To be signed by a Director or Partner of Company)

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Complete in Tender Response Document Provided

Re: Call for Tender for the Provision of Graphic Design Services

NAME OF TENDERER: _____

ADDRESS: _____

I, _____ *[insert name of Declarant]* having been duly authorised by_____ *[insert name of entity]*, sincerely declare that_____ *[insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of_____ *[insert name of entity]* or has powers of representation, decision or control in _____ *[insert name of entity]* –

1. Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
2. Has never been the subject of a corruption conviction, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or _____ *[insert name of entity]*.
3. Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
4. Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA_respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

5. Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and the Council.
6. Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
7. Is not in breach of its obligations relating to the payment of taxes or social security contributions.
8. Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
9. Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
10. Is not guilty of grave professional misconduct.
11. Has not entered into agreements with other economic operators aimed at distorting competition.
12. Is not aware of any conflict of interest due to its participation in the Competition.
13. Has not had any prior involvement in the preparation of the Competition.
14. Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.
15. Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail to submit supporting documents in respect of this Competition as

required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

16. Has not undertaken to unduly influence the decision-making process of SOLAS in respect of the Competition or obtain confidential information that may confer upon its undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection, or award.

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

Signed: _____ Name in Print_____

Date: _____

Position: _____
(To be signed by a Director or Partner of Company)

Appendix 5:

Service Contract

Sample contract for information only

Insert Title

Tenderer Logo

SOLAS
learning works

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 20[year]

BETWEEN:

SOLAS of Castleforbes House, Castleforbes Road, Dublin 1 ("the Client").

and

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

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

WHEREAS:

A. By Call for Tender entitled [Insert Tender Name], advertised on www.etenders.gov.ie Reference Number _____ dated insert date of CfT ("the CfT") SOLAS invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the CfT (the "Services"). References to the CfT shall include any clarifications issued by SOLAS via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "CfT Clarifications"). The CfT (including the CfT Clarifications) is hereby incorporated by reference into this Agreement.

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

IT IS HEREBY AGREED AS FOLLOWS:

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

    1. This Agreement and Schedules A to D attached hereto.
    2. The CfT; and
    3. The Submission.

B. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client under this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel, and functional specifications of the Services under the CfT and the Submission ("the Specification").

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

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

E. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [insert date] unless it is otherwise terminated by the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Delete if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [INSERT NUMBER] months with a maximum of [NUMBER] such extensions permitted subject to its obligations at law.

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

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

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

I. 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.

SIGNED for and on behalf of SOLAS _____ (being a duly authorised officer) _____ Print Name	SIGNED for and on behalf of the Contractor _____ (being a duly authorised officer) _____ Print Name

Witness _____ _____ Print Name	Witness _____ _____ Print Name

Schedule A: Terms and Conditions

1. Contractor's Obligations

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

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

1. provide the Services under the Specification, the CfT, the Client's directions and the terms of this Agreement.
2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing.
3. comply with all local security and health and safety arrangements as notified to it by the Client; and
4. provide the Services per good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social, and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social, and labour law listed in Annex X of Directive 2014/24/EU. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained to comply with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime

contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B (4) above, to the extent that it or they are retained by the Contractor.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Article 57 of EU Directive 2014/24/EU apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

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

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

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

H. The Contractor shall comply with all applicable obligations arising according to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall

constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred because of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Agreement.

2. Key Personnel

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

3. Payment

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

2. Discharge of the Charges is subject to:

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

    B. The furnishing by the Contractor of a valid invoice referenced to a valid Purchase Order issued by the client and such supporting documentation as

may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed. The contractor must submit their invoices to the following address: **SOLAS, Block 1, Castleforbes House, Castleforbes Rd, Dublin 1** or send by email to: **accountspayable@solas.ie**;

C. All and any queries relating to the invoice and/or the Services for any billing period (including whether Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period, the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

D. The Client has the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation laws and requirements. Individuals will be paid for these services in line with Revenue guidelines, classed as PAYE workers and subject to statutory deductions, as required.

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

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

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

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

4. Warranties, Representations and Undertakings

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

1. it has the authority and right under law to enter, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder.
2. it is entering into this Agreement with a full understanding of its material terms and risks and can assume those risks.
3. it is entering into this Agreement with a full understanding of its obligations regarding taxation, employment, and social and environmental protection and can assume and fulfil those obligations.
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance, or practices as may affect the provision of the Services as they apply to the Contractor.
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement.
6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU apply to the Contractor, remains unchanged.
7. it owns, has obtained, or can obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes.
8. it retains and shall maintain insurance for the nature and amount specified in the CfT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of

insurance for inspection. The Contractor shall carry out all directions of the Client about compliance with this clause 4A.8; and

9. *Delete and replace with "Not Used" if not applicable:*

   it has inspected the Client's premises, lands, and facilities before submitting its Submission and has made appropriate enquiries to be satisfied concerning all matters connected with the performance of its obligations under this Agreement.

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

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

5. Remedies

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

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

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

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

E. *Delete and replace with "Not Used" if not applicable:*

Save in respect of fraud, personal injury, or death (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – e.g.: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

[insert]

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

G. *Delete and replace with "Not Used" if not applicable:*

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

H. *Delete and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times

under this Agreement, the Client may, at his discretion, deduct [number] per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [number] per cent of the Charges (or invoice or order) price for the relevant Services (the "Liquidated Damages Threshold").

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

a. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period, and.

b. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. Intellectual Property

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

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

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio- or audio-visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and

confirms. For the avoidance of doubt, the Contractor hereby assigns all Intellectual Property Rights, title, and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client.

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

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

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

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

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

1. procure the necessary rights for the Client to continue use.
2. replace the relevant deliverable with a non-infringing equivalent.

3. replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

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

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

7. Confidentiality

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

1. its professional advisers subject to the provisions of this clause 8; or

2. as may be required by law; or

3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or

4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client about the use and application of all and any Confidential Information

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

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

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

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

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

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

H. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before deciding on any Freedom of Information request received.

8. Force Majeure

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

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

1. the nature of the Force Majeure Event.
2. the anticipated delay in the performance of obligations.
3. the action proposed to minimise the impact of the Force Majeure Event.

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

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

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

9. Termination

A. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert time months] written notice to the Contractor. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert time months] written notice to the Client.

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

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

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

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

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

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.

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

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

10. Contract Management

A. The Client's Contact and the Contractor's Contact shall liaise regularly to address any issues arising which may impact the performance of this Agreement and to agree to milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor

shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement.
2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time.
3. comply with all reasonable directions of the Client; and
4. comply with the service levels and performance indicators set out in Schedule D

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

11. Disputes

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

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

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

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice

to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.

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

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

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

12. Governing Law, Choice of Juri

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

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

13. Notices

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

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

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

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

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

14. Assignment and Subcontract

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

15. Entire Agreement

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

16. Severability

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

17. Waiver

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

18. Non-exclusivity

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

19. Media

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

20. Conflicts, Registrable Interests and Corrupt Gifts

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts about the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to advise the Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and 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) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action concerning the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent, or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration, or commission.

21. Access to Premises

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the

Contractor on a non-exclusive licence basis and shall be used by the Contractor solely to perform its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination, or abandonment of this Agreement.

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

22. Equipment

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

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

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

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

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

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

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

23. Non-Solicitation

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

24. Change Control Procedure

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

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

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

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

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

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

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

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

25. Data Protection and Security

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

"Data Controller" has the meaning given under the General Data Protection Regulation.

"Data Processor" has the meaning given under the General Data Protection Regulation.

"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 concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Data Protection Commission of Ireland or other supervisory authority for data protection which may be relevant to the Parties;

"Data Subject" has the meaning given under the General Data Protection Regulation.

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

"Personal Data" has the meaning given under the General Data Protection Regulation.

"Processing" has the meaning given under the General Data Protection Regulation.

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

C. The Parties acknowledge that for the Data Protection Laws, the Client is the Data Controller, and the Contractor is the Data Processor in respect of Data which is

Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

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

1. process that Personal Data only on the written instructions of the Client.

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

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

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

    i. Appropriate safeguards are in place concerning the transfer, to ensure that Personal Data is adequately protected under Chapter V of the General Data Protection Regulation.

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

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

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

E. The Contractor shall without undue delay 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 about any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any personal data breach (as defined in the General Data Protection Regulation) involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws concerning security, data protection impact assessments and consultations with the Data Protection Commission of Ireland.

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

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

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

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

L. The Contractor shall: -

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

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

OR

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

N. Save for clauses 25B, 25C, 26D (4) and 25E, all the obligations on the Contractor in clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

The supplier must maintain an up-to-date assessment of the equality and human rights issues relevant to its human resources function and the service areas that are the subject matter of this contract (in line with Section 42, Irish Human Rights and Equality Commission Act 2014, and the Irish Human Rights and Equality Commission guidance for this); and systems/processes to ensure adequate and appropriate actions are being taken to address the equality and human rights issues identified in the assessment; and reporting systems to track progress made on these issues.

[Insert when completing contract]