



**An Roinn Gnóthaí
Eachtracha agus Trádála**
Department of
Foreign Affairs and Trade

**Request for Tenders dated 16th June 2026 to
establish a Multi Supplier Framework Agreement
for the appointment of Consultants with Evaluation
Experience (in three lots)**

Tender procedure: Open procedure

Tender Deadline: 18:00hrs on 16th July 2026

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Part 1: Introduction

1.1 The Department of Foreign Affairs and Trade (“**DFAT**”) (the “**Contracting Authority**”) is issuing this request for tenders (the “**RFT**”) inviting tenders (the “**Tenders**”) from economic operators (the “**Tenderers**”) for appointment to a multi-supplier framework agreement for the provision of the services as described in Appendix 1 to this RFT (the “**Services**”).

1.2 In summary, the Services required comprise: i) senior technical advice at different stages of a DFAT evaluation, or evaluation-type exercise such as a reviews; ii) the development and delivery of training, learning events, and the provision of relevant guidance on contemporary evaluation best practice to the Department, and iii) delivering alone, or as a member(s) of an evaluation team along with the Department’s Evaluation and Audit Unit (“**EAU**”), evaluations and evaluation-type exercises in response to DFAT’s needs, including planned evaluations such as of DFAT Mission Strategies in partner countries.

Tenderers are required to submit a Tender Response Document (“**TRD**”) for each lot tendered before the tender submission deadline. The TRD is enclosed with the Contract Notice.

1.3 The framework agreement will be divided into three (3) lots (each a “**Lot**”) as described below. Each Lot will result in a separate framework agreement (each a “**Framework Agreement**”).

Lot 1. Senior technical advisory services, including quality assurance

Lot 2. Building evaluation capacity and culture

Lot 3. Evaluation team

Tenderers can apply for one lot, a combination of lots or all lots.

1.4 It is anticipated that a minimum of three and a maximum of five individuals/firms (each a “**Framework Member**”) will be appointed to the Framework Agreement (for each Lot). DFAT reserves the right to appoint less than three framework members in each Lot where an insufficient number of suitable tenders are received. DFAT may award (or “**call off**”) contracts (each a “**Services Contract**”) under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement set out at Appendix 5.

1.5 This public procurement competition (the “**Competition**”) will be conducted in accordance with the Public Procurement Guidelines for Goods & Services 2019 (the “**Guidelines**”). Any Framework Agreement that may result from this Competition will (subject to paragraph 1.6 below, if applicable, be for a term of forty-eight months (the “**Term**”).

1.6 DFAT estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some €1,500,000 (excl. VAT) over the Term of four years. Tenderers must understand that this figure is an estimate only based on current and future expected usage. The estimated value of each lot is as follows:

Lot 1: €200,000

Lot 2: €75,000

Lot 3: €1,225,000

1.7 DFAT policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“**SMEs**”) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, DFAT does not accept any liability or provide any express or implied warranty in respect of any such information. DFAT shall have no liability or responsibility in relation to the accuracy, adequacy, or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. DFAT will incur no liability or responsibility arising out of, or in respect of, this RFT. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 DFAT does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

Tenderers may not rely on anything contained in this RFT as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No enforceable commitment of any kind, implied or otherwise, or any other legal obligation in relation to DFAT will exist unless and until a formal written Framework Agreement has been executed by or on behalf of DFAT.

No contractual rights in relation to DFAT will exist unless and until a formal written Services Contract has been executed by or on behalf of DFAT.

Any notification of preferred bidder status by DFAT shall not give rise to any enforceable rights by the Tenderer.

DFAT may cancel this Competition or, for the avoidance of doubt, any individual Lot, at any time prior to a formal written Framework Agreement being executed by or on behalf of DFAT.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that DFAT shall not be under any obligation to purchase any minimum value of Services under any Framework Agreement.

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

2.1.4 In this clause 2.1.4, “**Data Protection Laws**” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**”), the Data Protection Acts 1988 to 2018, any relevant amendments, transpositions, successors or replacements to those laws referred to in force from time to time, any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance, any other applicable

data protection laws of any other jurisdiction and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer DFAT, the Evaluation Team and the supplier of the www.etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to DFAT for the purposes of its 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, DFAT 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.
- meeting with, raising issues and/or seeking further information from the Tenderer in respect of the RFT.
- requesting the Tenderer to provide the information or items which has/have not been provided in an incorrect form.
- waiving a requirement, which in DFAT's view, is non-material, minor or procedural; and/or
- amending the relevant requirements of this RFT and inviting Tenderers to adjust their Tenders based on the revised requirement.

Tenders may not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the Tender on a different footing to other Tenders. Tenders must be submitted in compliance with this RFT. Tenderers are not permitted to insert items in their Tender in addition to those items specifically requested pursuant to this RFT, save where expressly permitted in this RFT.

Tenderers are required:

- (a) to submit all documentation which this RFT requires to be submitted with their Tender;
- (b) to follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (c) to conform to and comply with all instructions and requirements set out in this RFT;

- (d) to submit the statement required under paragraph 2.4 below; and
- (e) not to alter or edit this RFT in any way.

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

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers must submit their Tenders based on the terms and conditions set out in the Framework Agreement or the Services Contract (appended at Appendix 6) in advance of the Tender Deadline (as defined in paragraph 2.6.2). Such draft Services Contract shall not be subject to further material comments or negotiations between DFAT and Tenderers, including the successful Tenderer. Tenderers are also not permitted to include amendments to the draft Services Contract as part of their Tender submissions.

Any Tenderer who seeks changes to the terms and conditions in its Tender may be treated as having submitted a qualified Tender and may have their Tender rejected. Similarly, DFAT may reject the Tender of any Tenderer who seeks to introduce changes to the terms of the contract following submission of Tenders.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, DFAT will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will not be accepted, acknowledged or responded to.

Prior to and as a condition of appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any Services Contract (the **"Prime Contractor"**), irrespective of whether tasks are to be performed by a subcontractor or other consortium member (the **"Subcontractor"**).

If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members. Tenderers must clearly identify in their Tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires. DFAT reserves the right, amongst other solutions, to require that the contract be entered into with each member of the consortium based on joint and several liability or to contract with one member of the consortium as Prime Contractor to whom the other members will be sub-contractors.

If a Tenderer participates in a consortium, it may be a member of one consortium only.

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box 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. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. To submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until the Tender Deadline. Tenderers should be aware that the "Submit Response" button will be disabled automatically upon the expiration of the Tender Deadline.

2.6.2 Tenders must be received not later than:

18:00hrs on 16th July 2026 (the "Tender Deadline").

Tenders that are received late will not be considered in this Competition.

2.6.3 Tenders must be submitted in English.

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

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office or PDF readers. DFAT is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than:

18:00hrs on 9th July 2026

unless otherwise published by DFAT. For the avoidance of doubt, Tenderers may not contact DFAT regarding any aspect of this Competition. DFAT reserves the right, but is not obliged, to respond to queries received after that deadline.

- 2.7.2 DFAT intends to respond to all Tender queries (but does not undertake to do so) and such responses will be issued by DFAT via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that DFAT will not respond to individual Tenderers privately.
- 2.7.3 If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its Tender, it must mark the query as “confidential” or “commercially sensitive”. If DFAT, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If DFAT is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within two (2) working days and state the grounds for objection. If the query is not withdrawn or no objection is raised or DFAT is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, DFAT may issue the query and its response to all of the Tenderers.
- 2.7.4 DFAT reserves the right to issue or seek written clarifications. Once Tenderers have submitted their Tenders, they will be deemed to have fully read and understood the Tender documents and to have raised any relevant queries and received all necessary clarifications prior to submitting their Tenders.
- 2.7.5 DFAT reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.6 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, preparation, submission, clarification, demonstrations and/or presentations in respect of their Tender shall be borne by and are a matter for discharge by the Tenderers exclusively. DFAT will not be responsible and/or liable for any costs,

expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

2.9 CONFIDENTIALITY

- 2.9.1** All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by DFAT to Tenderers during this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of DFAT;
 - (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 DFAT upon cancellation or completion of this Competition if so requested by DFAT.

2.10 PRICING

- 2.10.1** All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for six-month period commencing from the Tender Deadline.
- 2.10.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6** Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonised Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify and keep indemnified DFAT for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Statutory Instrument or for any costs, claims, actions proceedings, demands, losses, awards, penalties, fines, liabilities and expenses (including without limitation, legal and professional fees) which DFAT may incur under the 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 DFAT 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. DFAT 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.

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement, Mini Competition, or Services Contract pursuant to this Competition is permitted unless and until DFAT has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and DFAT or employees and officers of DFAT and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to DFAT 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 Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. DFAT will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or a Mini-Competition or terminating any Framework Agreement and/or Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the 2002 Act). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process, any award decision or the procurement competition generally may have their

Tender submission rejected. DFAT reserves the right to reject any tender proposal which it considers to be anti-competitive.

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. The nature of the documentation may then be considered by DFAT in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. DFAT will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. DFAT 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.

The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of a contract for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement or Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement or 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 DFAT. By supplying these numbers, the successful Tenderer acknowledges and agrees that DFAT has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest, whether professional or commercial, 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 DFAT 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, DFAT may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, DFAT may seek further information to confirm the Tenders have been prepared independently. DFAT 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 by a Tenderer. If DFAT determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of DFAT that appropriate safeguards and measures to manage the conflict have been put in place, then DFAT may decide to take no action. DFAT may, in its absolute discretion, decide to terminate the contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the Authority, either before the contract was awarded or where an actual or potential conflict arose during the contract and was not brought to the attention of DFAT.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 Not used.

2.21 INSURANCE

2.21.1 The Framework Members shall be required to hold for the term of any Services Contract awarded pursuant to a mini competition, insurances of the type and to the minimum level specified in the relevant SRFT (issued in accordance with the rules set out in the framework agreement contained in Appendix 5 (Framework Agreement)). Tenderers should note that they are not obliged to have insurances in place to enter into the Framework Agreement with DFAT. The types of and minimum levels of insurance required are not likely to exceed the following insurance levels:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,700,000
Professional Indemnity	€1,000,000

By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract arising from a Mini-Competition pursuant to the Framework Agreement,

- (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 in the relevant SRFT, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Member(s) prior to the award of (and shall be a condition of) any Services Contract. Indemnity to Principal Clause should be included for Employers Liability and Public Liability Insurance
- 2.21.2
- 2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:
- (a) immediately advise DFAT 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 Only those Tenderers who have: -

- (a) Submitted a compliant TRD, and
- (b) Declared that they satisfy the selection criteria for each Lot applied for in this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

Tenderers should note that where a Tenderer is relying on the capacity of other entities, including a parent or other entity for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity when requested by DFAT, submit proof, to the satisfaction of DFAT, that each such entity will place the necessary resources at the disposal of the Tenderer, for example, by providing a letter from such entity confirming that it will provide the capabilities or resources being relied upon and will execute a contractual commitment to that effect if required by DFAT to do so. A guarantee or other commitment from such entity may be required as a condition of contract award. Where an entity is being relied upon in respect of the minimum requirements, the entity’s capacities may only be relied on in circumstances where the Tenderer confirms that the entity being relied upon will itself perform any services for which those capacities are required. If this is not established to the satisfaction of DFAT, DFAT will assess the suitability of the Tenderer without considering the capacities of such entity.

DFAT may decide to examine Tenders before verifying fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, DFAT reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor, any Subcontractor and any relevant entity) in the case of the Prime Contractor, any Subcontractor and any relevant entity on whose capacity the Tenderer relies, all or any of the supporting documents specified at paragraph 3.2 below.

If a Tenderer does not, upon request by DFAT, provide evidence which is considered by DFAT as sufficient to demonstrate its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by DFAT, provide evidence which is considered by DFAT as sufficient to demonstrate the fulfilment by any entity on whose capacity the Tenderer relies of the Selection Criteria (or any one of them) in accordance with this RFT it shall be excluded from further participation in this Competition *unless* it replaces the entity with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

(a) **Economic and Financial Standing**

Tenderers must declare in the TRD for each lot that they had a minimum turnover of €100,000 per annum for the past three years.

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

(b) **Technical and Professional Ability**

Tenderers must demonstrate in the TRD that they have the technical and professional requirement(s) set out below in Appendix 1, both overall as well as specific in respect of each Lot tendered for. Two comparable and relevant reference contracts completed in the past five years must be provided.

DFAT reserves the right to contact any of the above clients without further contact with Tenderers.

Tenderers must provide the supporting documentation specified above without delay when requested by DFAT.

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

- 3.3.1 Appointment to the framework (all lots) will be awarded based on the most economically advantageous tender(s) as identified in accordance with the following criteria. Further guidance in relation to these award criteria is provided in the TRD.

Number	Award criteria	Total maximum marks available	Minimum marks required
1.	Demonstrated understanding of the Terms of Reference as evidenced by the proposed approach and methodology to deliver the required services as outlined in this RFT (Appendix 1).	3,250	2,275
2.	Demonstrated evidence that the Tenderer has the necessary resources, knowledge and expertise to meet the Department's requirements as evidenced by the tender documentation including	3,250	2,275

	supporting material (e.g., completed/published evaluations) and CVs of the key personnel assigned to the contract.		
3.	Sustainable delivery of the services	500	300
4.	Cost	3,000	Not applicable
Total		10,000	

Tenderers must score a minimum of 70% of the allocated marks in respect of each award criterion (other than cost). Any Tender that fails to achieve 70% of the marks in any award criterion (other than cost) will be eliminated and will not be considered further in the competition.

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

- (a) the Tenderer submitting the following evidence in respect of the Tenderer to the extent not already provided, within seven days of request by DFAT: (i) a Declaration in the form attached at Appendix 4; all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria.

3.3.3 Tenderers should take note that, where a Services Contract is awarded by way of Mini-Competition, DFAT will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then DFAT may proceed to offer the Services Contract to the next highest-ranked Tenderer.

Scoring methodology marks for Qualitative Award criteria above will be allocated as follows:

Weighting	Meaning
81% to 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate

	standard but does not provide sufficiently convincing assurance to award a higher mark.
21% to 40%	A response where reservations exist. Lacks full credibility/ convincing detail, and there is a significant risk that the response will not be successful.
1% to 21%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Marks for pricing criteria [pricing] above, will be allocated using the following formula:

Cost Score = $\frac{\text{Lowest Tendered Pricing}}{\text{Tendered Pricing under evaluation}} \times \frac{\text{Maximum number of marks Available}}{1}$

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

- 3.5.1** No contract will be executed or take effect until at least fourteen calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (“Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of DFAT and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that DFAT may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the lowest ranking preferred bidder in respect of each award criterion assessed by DFAT.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to DFAT no later than fourteen calendar days unless notified otherwise in writing by DFAT. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on DFAT until DFAT has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement has not been received by DFAT within the period as specified at paragraph 3.6.1 then DFAT may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

Introduction

The Evaluation and Audit Unit (EAU) within the Department of Foreign Affairs and Trade (DFAT) is establishing a Framework Agreement for external consultants with evaluation experience/expertise to provide specialist support for evaluations and evaluative-type exercises conducted by the Department and contribute to quality assurance of evaluations in DFAT. The selected consultants will provide technical services to enable the EAU to deliver distinct, time-bound pieces of work as and when required, including projects that arise at short notice.

Background/Context

The EAU is responsible for providing independent evaluation of the Department's policies, strategies, programmes, and initiatives to generate evidence that provides accountability for public funding, informs strategic and operational decision making, and supports a culture of learning in the Department.

EAU evaluation functions include:

1. Conducting and commissioning independent evaluations and reviews of central-level initiatives and areas of major expenditure. Often these are conducted in a mixed team of consultants and EAU staff.
2. Providing support, quality assurance and advice to Missions and Departmental Business Units that are commissioning and overseeing evaluative exercises; and
3. Building capacity and a culture of evaluation in the Department, including through advisory support, training and seminars.

Published examples of EAU work in recent years include:

- [Evaluation of Ireland's Mission Strategy in Mozambique \(2020–2024\): Final Report](#)
- [Rapid Review of the Global Ireland Media Challenge Fund Pilot Phase](#)
- [The Report of the Evaluation of Ireland's term on the UN Security Council 2021–2022](#)
- [Evaluation of the Nutrition and Food Security Outcomes of the Sierra Leone and Liberia Mission Strategies 2019–2023](#)
- [Evaluation of Ireland's Expo 2020](#)
- [Review of The Embassy of Ireland, Uganda's Programme in Karamoja 2016–2020](#)

The EAU also conducts internal reviews of policies, strategies, programmes, and initiatives to support operational excellence and learning.

Purpose

The EAU requires external specialist evaluation services to expand the specialist evaluation skills available to the Unit and wider Department, to support the quality assurance of evaluation in DFAT, and expedite the delivery of high-quality and timely evaluations to inform decisions by DFAT management as well as to promote learning.

Overview of Work

The consultancy requirements are separated into three distinct lots, to differentiate the nature of the assignments and the requirements of the consultants in terms of expertise and availability.

- i. **Senior technical advice**, including quality assurance, at different stages/phases of a DFAT evaluation or evaluative-type exercise.
- ii. Develop evaluation **training, learning events, and relevant guidance** on contemporary evaluation best practice in the Department.
- iii. Conduct **evaluations and evaluative-type exercises** in response to Department's evaluation needs, including evaluations of DFAT Mission strategies in partner countries. The evaluations and evaluative-type exercises may be led directly by the consultants and commissioned/managed by EAU or jointly led with the consultants serving as members of a mixed Evaluation Team with EAU.

Anticipated projects under these areas of work will range in duration, from one day to multiple days over a few months.

Required Qualifications and Skills

Applicants for the Framework Agreement must demonstrate the following essential requirements:

- A broad range of evaluation experience, including with different types of evaluations and evaluation methodologies.
- Implementation of a range of qualitative and quantitative data collection tools and methods in project evaluation.
- Individual experience—minimum five years—of evaluative practice in international development and/or international relations, foreign policy and trade.

Applicants should also maintain the following professional skills:

- A master's degree or above in international relations, international development, social sciences, or other relevant fields
- Extensive knowledge of the development and aid sector (including humanitarian response) and contemporary international relations, foreign policy and trade
- Comprehensive background in research and strategic analysis, with strong analytical skills
- Proven ability to produce professional analytical reports, especially evaluation reports
- Practised experience of working with a wide range of stakeholders, from government officials and senior management to clients and community members, including in different cultural contexts
- A high degree of professionalism, discretion, and an ability to work well both with a team and independently
- Professional communications skills, namely advanced level of both written and spoken English

In addition, the external consultants will be expected to conduct their work in accordance with DFAT's Evaluation Policy and relevant evaluation criteria, principles, and standards, such as the [OECD DAC Quality Standards on Development Evaluation](#).

LOT Number and Name		
1.		
SENIOR TECHNICAL ADVISORY SUPPORT AND QUALITY ASSURANCE		
Drawing on their specialist expertise and experience in different types of evaluations and methodologies, the consultant(s) will play an advisory role to EAU and the wider Department on approaches to planning and implementing evaluations and evaluative exercises. This is envisaged to be a desktop-based role, with no travel abroad. Assignments would ordinarily be discrete tasks of between one and 10 days, potentially over a period of time.		
Indicative Area(s) of Work	Anticipated Outputs/ Deliverables	Specific Experience/Skills Required
Technical advice around design, planning, and implementation of evaluations or evaluative exercises <i>Example: Respond to requests for advice and guidance</i>	Produce or review evaluation documents, including concept notes, terms of reference, evaluation plans and frameworks, evaluation reports, document development (oral, written)	Seeking individual consultants (up to four in the Lot) with: - At least eight years professional experience in evaluative work - Extensive range of qualitative and (less) quantitative methodologies and evaluation design
Reference Group membership for evaluations or evaluative exercises <i>Example: Participate in ~three online meetings during a ~six-month period, review reports and documentation, and provide written and verbal comments</i>	Document review and feedback (oral, written)	Evaluation quality assurance experience, including across range of government/donor evaluation focal areas, including individual programmes, policies, strategies, initiatives, and activities, as well as portfolio-level assessment
Independent quality assurance reviews of near-finalised evaluative work within the Department <i>Example: Review evaluation reports and provide written observations</i>	Document review and feedback (oral, written)	Experience of evaluability assessments and ex-ante evaluation
2.		
BUILDING EVALUATION CAPACITY AND CULTURE		
The consultant(s) will support the EAU in its role promoting evaluation and evaluative practice in DFAT, including building knowledge of and strengthening capacity for evaluations and evaluative exercises, as well as to maximise the utility of evaluation findings and recommendations. Assignments will be discrete tasks each requiring between two and 20 days, which may not be consecutive.		
Indicative Area(s) of Work	Anticipated Outputs/ Deliverables	Specific Experience/Skills Required
Capacity building and advisory support on embedding and promoting evaluation in DFAT <i>Example: Design a strategy for EAU and accompanying plan to build capacity of colleagues to undertake or incorporate evaluation processes in their work</i>	- Develop a comprehensive approach for promoting an evaluation culture - Design a training suite on evaluation and key processes	Seeking consultants (up to three individuals/firms in the Lot) with: Extensive experience designing and delivering corporate training, including in the development sector and evaluation space

Communications products to disseminate information on evaluation practice generally, and specifically on DFAT-delivered evaluations or evaluative work, to different internal DFAT stakeholders and audiences <i>Examples: Design a 2-page guidance note on 'How to develop a Theory of Change'; planning and delivering a webinar; drafting a summary infographic or a 'news' article</i>	• Develop a range of evaluation-focused events and/or communications products for training and guidance • Engage, as required, on other related assignments	• Experience developing communication products focused on learning and development • Experience in the provision of technical advisory support and capacity development support relating to monitoring, evaluation, and learning
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3. EVALUATION TEAM

The consultant(s) will conduct evaluative work including, but not limited to, evaluations of Mission Strategies in DFAT's partner countries. Assignments are ordinarily expected to be of 50–80 days' duration and could include a field work component averaging ~two weeks (per project). Consultants may also form part of a mixed Evaluation Team (with EAU) to conduct the evaluations.

Indicative Area(s) of Work	Anticipated Outputs/Deliverables	Specific Experience/Skills Required
Deliver evaluations and evaluative work, including (but not always) as part of a mixed Evaluation Team with EAU, to include evaluation planning and methodological design, field work, analysis, and report drafting to include recommendations. This may require rapid deployment for field work and/or producing evaluative work within a short project timeframe (<four months) <i>Example: Evaluations of partner country Mission strategies are part of the regular EAU work-planning cycle.</i>	• Standard evaluation deliverables: ➢ Inception Report/Evaluation Plan (planning and preliminary documentation review) ➢ Process updates to key stakeholders (presentations, written and oral reports) ➢ Draft and final evaluation reports • Draft and deliver discrete analysis work as part of a rapid evaluation process • Draft and deliver an evaluative work, including meta-analysis and synthesis reports	Seeking consultants (up to five individuals/firms in the Lot) with: • Experience as a senior member of an evaluation team, including working under one's own initiative • Experience of evaluating policies, strategies, and interventions across multiple sectors and modalities, including cross-governmental initiatives • Experience of conducting and leading evaluations of bilateral and multilateral cooperation, including thematic areas, and programmes in development and humanitarian contexts • Experience of conducting and leading portfolio-level assessments (including evaluations) involving development, diplomatic, and trade interventions. Experience with methodologies to evaluate policy influencing, advocacy, and soft power. • Subject-matter expertise in development and humanitarian sector, namely: ➢ Gender ➢ Climate ➢ Reducing Humanitarian Need

		➤ Governance ➤ Education ➤ Health ➤ Food and nutrition ➤ Social Protection ➤ Locally Led Development ➤ Triple Nexus • Experience in the design and delivery of different evaluative approaches, which may include rapid evaluations and real-time evaluation methodologies, and the design and delivery of ex-post, summative evaluations • Experience in comparative analysis, and synthesis and meta analyses and meta evaluation <i>Desirable: Availability for initiation at short notice (2 weeks) for projects with a shorter delivery timeframe</i>
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Draw down

DFAT estimates it may require up to a maximum of 760 days total overall during the term of the Framework Agreement.

Activation

Given EAU's project work currently underway, forward-looking rolling work plan, and project work that arises at short notice, successful consultants should be prepared for limited notification of mini-competition(s) and the potential to be engaged at short notice, as needed.

EAU Ways of Working and Relationship with EQA Project Consultants

EAU will assign an Evaluation Manager to each project that the consultant(s) undertake, to oversee the delivery of the project. For those mixed Evaluation Teams with EAU, the EAU Evaluation Manager leads the project alongside the Team Lead for the consultant(s).

Framework Operation / Project Assignment

For every project under a Lot, EAU will develop a Terms of Reference that will serve as the basis for a mini competition.

Appendix 2: Pricing Schedule

Quoted daily rates (7.5 hours/day) for all lots must be expressed in euros and exclude VAT.

Quoted rates should be inclusive of all costs, including travel and subsistence. Tenderers should note that the required services will not be delivered in person.

Tenderers are requested to provide pricing in the following table in the TRD.

The quoted rates are the maximum permissible for the term of the framework. Tenderers should note that these rates may be adjusted for inflation only.

Level	Blended daily rate
Senior Consultant (over five years' experience)	€
Junior Consultant (under five years' experience)	€

Appendix 3: Tenderer's Statement

TO: The Department of Foreign Affairs and Trade (the "Contracting Authority")

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

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

SIGNED (Authorised Signatory)	Company:
Print name:	Address:
Date:	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the appointment of consultants with evaluation experience (in three lots)

NAME:

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 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):

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

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

Signature of Declarant

Name of Declarant in print or block capitals

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

(signed)
Practising Solicitor/Commissioner for Oaths

Appendix 5: Framework Agreement

DATED THE DAY OF 2026

THE DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

AND

[FRAMEWORK MEMBER'S NAME]

Multi Supplier Framework Agreement
for the appointment of consultants with evaluation experience
(in three lots)

THIS AGREEMENT is made on the day of 2026

BETWEEN:

1. The Minister for Foreign Affairs and Trade, Department of Foreign Affairs and Trade ("**DFAT**"), 80 St Stephens Green, Dublin 2;

and

2. [INSERT NAME OF FRAMEWORK MEMBER] whose principal place of business is at [INSERT ADDRESS] (the "**Framework Member**").

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

WHEREAS:

1. By Request for Tenders entitled 'Appointment of consultants with evaluation experience (in three lots) (the "**RFT**") advertised via www.etenders.gov.ie dated XX June 2026, DFAT invited economic operators (the "**Tenderers**") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "**Services**"). References to the RFT shall include any clarifications in relation to the RFT issued by DFAT via the messaging facility on www.etenders.gov.ie between XX and XX (the "**RFT Clarifications**"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender]¹ (the "**Submission**"). References to the Submission shall include any clarifications issued in writing by the Framework Member to DFAT between XX and XX (the "**Submission Clarifications**"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework because of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means XX

“Contract” means a contract which is awarded in accordance with this Framework Agreement

“Data Protection Law” means, to the extent applicable to the Parties’ performance of their obligations under this Framework Agreement, laws governing the Processing, use and disclosure of Personal Data including (without limitation):

- (a) General Data Protection Regulation (EU) 2016/679;
- (b) Directive 2002/58/EC of the European Community;
- (c) the Data Protection Acts 1988 to 2018;
- (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
- (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
- (f) any other applicable data protection laws of any other jurisdiction,

“Services Contract” means the template contract attached at Appendix 6 to the RFT;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Framework Term” means the period set out in Clause 2.5 of this Framework Agreement;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT; and

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT.

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

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 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.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by DFAT of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.

- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of or awarded any Contract during the Framework Term. DFAT may at its sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 DFAT does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that DFAT is not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. DFAT may at its sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, DFAT shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire 48 months thereafter (the “**Framework Term**”) unless terminated earlier in accordance with this Framework Agreement.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as may be set by DFAT from time to time.

4. SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to DFAT in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with DFAT.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that DFAT proposes to award a Contract under this Framework Agreement, DFAT shall issue (by electronic means) a Supplementary Request for Tenders (“**SRFT**”) to all Framework Members in accordance with the following procedure (a “**Mini-Competition**”):
- 5.1.1 The SRFT shall set out:
- the scope and term of the Contract to be awarded;
 - the deadline (date and time) for the receipt of responses to the SRFT (each a “**Response**”) considering the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
 - the types and levels of insurance required for the Contract; and
 - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Agreement.
- 5.1.2 All responses to the SRFT must be submitted as specified in the SRFT. Responses received in any other manner including e-mail or hardcopy will not be considered.

- 5.1.3 Any clarifications issued by DFAT, as applicable, in relation to a SRFT will be communicated by email to Framework Members.
- 5.1.4 DFAT may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.
- 5.1.5 DFAT reserves the right to issue or seek written clarifications.

6. AWARD CRITERIA

- 6.1 The award criteria for Mini-Competitions shall be included in the SRFT in advance of publishing:

Award Criteria	Weighting (range)
Proposed approach and methodology to deliver the required services, including contract management and contract performance	200-500 marks
Proposed resources	200-500 marks
Sustainability	50-100 marks
Cost	100-1000 marks

- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of DFAT.
- 6.3 DFAT may cancel a Mini-Competition at any time prior to a Contract being executed by DFAT. Any notification of preferred bidder status by DFAT shall not give rise to any enforceable rights by the Framework Member.
- 6.4 DFAT will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then DFAT may proceed to offer the Contract to the next highest-ranked Tenderer.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and all Contract(s).

9. TAX CLEARANCE

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall, when requested by DFAT, promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by DFAT. By supplying these numbers, the Framework

Member acknowledges and agrees that DFAT has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors in which case the Framework Member shall be responsible for procuring that each Subcontractor promptly supplies to DFAT, its Tax Clearance Access Number and Tax Reference Number, if required. By procuring the supply of these numbers from Subcontractors the Framework Member acknowledges and agrees that DFAT has permission to verify the tax cleared position of each Subcontractor online.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the 2002 Act). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a “**Conflict**”) must be fully disclosed to DFAT immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, DFAT may invite the Framework Member to propose means by which the Conflict might be removed. DFAT will, in its absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and DFAT any employees of DFAT and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to DFAT immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between DFAT and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of DFAT regarding the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All the Framework Member’s employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of DFAT, to sign a confidentiality agreement in a format as determined by DFAT.
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until DFAT has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 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.

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in DFAT, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, DFAT may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. DFAT shall have no responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by DFAT, without liability for compensation or damages, by serving one month's written notice to the Framework Member.
- 17.2 DFAT shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of DFAT, (if the breach(es) are capable of remedy), within thirty days after receipt of a request in writing from DFAT. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions shall be deemed to be a serious breach of this Framework Agreement; or
 - 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach (es) to the reasonable satisfaction of DFAT within thirty days after a receipt of a request in writing from DFAT; or

- 17.2.3 the Framework Member fails within a period of thirty days to remedy any breach of any of the terms of this Framework Agreement following formal notice in writing from DFAT; or
 - 17.2.4 in the reasonable opinion of DFAT it is necessary or prudent to terminate this Agreement in order to comply with the requirements of applicable public procurement law or settle any procurement complaint or challenge received by DFAT; or
 - 17.2.5 the Agreement should not have been awarded to the Framework Member in view of serious infringement of the obligations under the Treaties governing the European Union or the European Union (Award of Public Authority Contracts) Regulation 2016, that has been decided by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
 - 17.2.6 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, 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; or
 - 17.2.7 in circumstances where DFAT becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of DFAT, be removed by other means; or
 - 17.2.8 in circumstances where DFAT becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that DFAT is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to DFAT by the Framework Member may be released pursuant to DFAT's statutory obligations. If the Framework Member considers that any of the information supplied by it to DFAT under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. DFAT will consult the Framework Member about this sensitive information before deciding on any request received under the above legislation. DFAT 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.

19. DATA PROTECTION / GDPR

- 19.1 The terms 'Data Controller', 'Data Subject', 'Personal Data' and 'Processing' shall have the same meanings as in Data Protection Law and "**Processed**" and "**Process**" shall be construed

in accordance with the definition of “**Processing**”. The categories of Personal Data that shall be subject to terms of this Clause 19 shall consist of such Personal Data (including sensitive personal data (or special categories of personal data) disclosed by DFAT to the Framework Member from time to time with respect to its employees; contractors, customers; or which is otherwise received by the Framework Member in the course of providing Services and such Personal Data shall be limited to what is necessary in order for the Framework Member to perform the Services in question. The purposes of such Processing shall be solely for the provision of the Services or per DFAT’s instructions from time to time.

19.2 The Framework Member agrees that to the extent that it Processes Personal Data for or on behalf of DFAT, it is subject to and agrees to comply fully with Data Protection Law.

19.3 In respect of the Processing of Personal Data by the Framework Member or its staff under or in connection with the Framework Agreement, the Framework Member shall, and shall procure that its staff shall:

- (a) only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Framework Agreement or otherwise in accordance with documented instructions of DFAT from time to time;
- (b) promptly comply with any request from DFAT requiring the Framework Member to amend, transfer or delete any Personal Data;
- (c) implement appropriate technical and organisational measures to:
 - (i) protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure which measures shall be in accordance with the requirements of Data Protection Law including, without prejudice to the generality of the foregoing, Article 32 of the GDPR); and
 - (ii) comply with Data Protection Law.
- (d) ensure that all staff engaged in the provision of the Services are bound by confidentiality obligations and shall further ensure that such staff are made aware of and observe the Framework Member’s obligations under this Framework Agreement regarding the security and protection of Personal Data.
- (e) not do or permit anything to be done which might cause DFAT in any way to be in breach of Data Protection Law.
- (f) provide written evidence of the Framework Member’s compliance with Data Protection Law as may be requested by DFAT from time to time.
- (g) cooperate and assist, as requested by DFAT, and put appropriate technical and organisational measures in place to enable DFAT to comply with any exercise of rights by a Data Subject under Data Protection Law in respect of Personal Data processed by the Framework Member under the Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject’s Personal Data).
- (h) not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of DFAT (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or

agreement which, in the reasonable opinion of DFAT, is required in order to lawfully effect any such transfer of Personal Data).

- (i) inform DFAT, prior to processing the Personal Data, if the Framework Member is required by EU or Irish law to transfer the Personal Data outside the EEA, of that legal requirement.
- (j) subject to DFAT giving the Framework Member reasonable notice (except where an urgent audit or inspection is required to investigate a breach or suspected breach or where required by the Data Protection Commission), the Framework Member agrees to allow for and contribute to audits, including inspections of its data processing facilities, by DFAT, or an auditor appointed by DFAT, in order for DFAT to verify the Framework Member's compliance with its obligations under this clause 19.
- (k) cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, the Services to which it relates and as soon as possible thereafter, at DFAT's option and request, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Framework Member shall confirm in writing that this sub-clause has been complied with in full. The provisions of this sub-clause shall not apply to the extent the Framework Member is obliged by applicable law in force in Ireland or in the EU to keep copies of the Personal Data.

19.4 The Framework Member shall notify DFAT as soon as reasonably practicable:

- (a) and in any event within twenty-four hours of receiving any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;
- (b) of receiving any request directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by DFAT to do so; and
- (c) of receiving any correspondence, notice or other communication whether orally or in writing from the Data Protection Commission or any other regulator or person, relating to the Personal Data.

19.5 Without prejudice to the other provisions of this clause 19, if the Framework Member or any of its staff becomes aware of any Data Protection Incident, then the Framework Member shall promptly and without undue delay (but in any event within twenty-four hours of discovery) notify DFAT by telephone and by email. The Framework Member shall, at no additional cost to DFAT, provide DFAT with all resources, assistance and cooperation as are required by DFAT for DFAT to notify the Data Protection Commission of a Data Protection Incident and for DFAT to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for DFAT to notify the relevant Data Subjects of such Data Protection Incident, as applicable. For the purposes of this sub-clause, "Data Protection Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

19.6 The Framework Member shall, at no additional cost to DFAT, provide DFAT with all resources and assistance as are required by DFAT for DFAT to discharge its duties pursuant to Articles 35

and 36 GDPR including, but not limited to, promptly at the request of DFAT providing information in respect of any data protection impact assessment which DFAT conducts.

- 19.7 The Framework Member may only authorise a third party (a **“Sub-processor”**) to Process the Personal Data being processed for or on behalf of DFAT with the prior written consent of DFAT and provided that:
- (a) the Sub-processor's contract is on terms which are substantially the same as those set out in this clause 19;
 - (b) the Sub-processor will be subject to the same obligations as those which the Framework Member is subject to under this clause 19; and
 - (c) the Sub-processor's contract insofar as it relates to the Services or any part thereof terminates automatically on termination of the Agreement for any reason.
- 19.8 Where the Framework Member appoints or otherwise uses the services of a Sub-processor, the Framework Member shall be fully liable to DFAT for the performance, acts and omissions of such Sub-processor. Nothing in this clause 19 shall relieve the Framework Member of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 19.9 The Framework Member agrees and warrants that the technical and organisational measures referred to in this clause 19 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.

20. DISPUTE RESOLUTION

- 20.1 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.
- 20.2 The Dispute shall be referred as soon as practicable to [insert Framework Member senior contact] within the Framework Member and to XX within DFAT respectively.
- 20.3 If the Dispute has not been resolved within fifteen 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.
- 20.4 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 days from the date of the proposal to appoint a Mediator or within twenty-one days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- 20.5 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 Business Days of his/her appointment.

- 20.6 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.
- 20.7 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 Framework Member shall always comply fully with the requirements of the Agreement.
- 20.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within ten days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by DFAT in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the [FRAMEWORK MEMBER] in the presence of: _____ Witness
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Appendix 6: Services Contract

The Department of Foreign Affairs and Trade

and

[Insert successful Framework Member's full legal name]

AGREEMENT

Relating to the Provision of Services pursuant to a

Request for Tenders for the appointment of consultants with evaluation expertise (in three lots)

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 2026 BETWEEN:

The Minister for Foreign Affairs and Trade, Department of Foreign Affairs and Trade (“DFAT”), 80 St Stephens Green, Dublin 2, D02 VY53;

and

[Framework Member’s full legal name], of [address:] (the “Contractor”)

(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tenders entitled ‘Appointment of consultants with evaluation experience (in three lots)’ (the “**RFT**”) advertised via www.etenders.gov.ie dated XX 2026, DFAT invited tenders from economic operators (“**Tenderers**”) to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the “**Services**”). References to the RFT shall include any clarifications issued by DFAT via the messaging facility on www.etenders.gov.ie between XX and XX (the “**RFT Clarifications**”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated XX (“the **Submission**”). References to the Submission shall include any clarifications issued by the Contractor in writing to DFAT between XX and XX (the “**Submission Clarifications**”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. DFAT and the Contractor entered into a framework agreement on XX (the “**Framework Agreement**”). The Framework Agreement is incorporated by reference into this Agreement.
- D. In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated XX (“the **SRFT**”), DFAT invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by DFAT via the messaging facility on www.etenders.gov.ie between XX and XX (the “**SRFT Clarifications**”). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Contractor submitted a response to the SRFT dated the XX (the “**Response**”). References to the Response shall include any clarifications issued by the Contractor in writing to DFAT between XX and XX (the “**Response Clarifications**”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The Framework Agreement;
 - iii. The RFT;
 - iv. The SRFT;

- v. The Submission;
 - vi. The Response.
2. The Contractor agrees to provide the Services described in Schedule B (the Services and/or the “**Specification**”) to DFAT in accordance with this Agreement (“**Agreement**”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT, the Submission and the Response (the Specification).
 3. Subject to the terms and conditions of this Agreement, DFAT agrees to pay to the Contractor the charges as stipulated in Schedule C (“the **Charges**”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
 4. For the purposes of this Agreement;
 - 4.1 DFAT’s Contact is XX, and
 - 4.2 the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
 5. This Agreement shall take effect on the date of this Agreement (“the **Effective Date**”) and shall expire on XX unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (the “**Term**”).
 6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
 8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
 9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
 10. If any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavours any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, DFAT's directions and the terms of this Agreement;
 2. obtain and comply with all licences, permits and authorisations necessary for the performance of the Services;
 3. provide the Services to DFAT at such places and at such times as DFAT or its duly authorised agents shall specify in this Agreement or otherwise;
 4. comply with and implement any policies, guidelines and/or any project governance protocols issued by DFAT from time to time and notified to the Contractor in writing;
 5. comply with all local security and health and safety arrangements as notified to it by DFAT;
 6. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement;
 7. take all necessary precautions to prevent injury or damage to any person or property on DFAT's premises and comply strictly with all relevant health and safety laws, regulations and codes of practice.
- 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 (1)-(7) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify DFAT as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

- D. During this Agreement the Contractor shall be an independent contractor and not the employee of DFAT. 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 DFAT for any purposes whatsoever.
- E. DFAT acknowledges that the Contractor may from time to time be dependent on DFAT to facilitate the Contractor in the carrying out of its duties under this Agreement. DFAT agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- F. 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 (the “OGP”) and that the OGP may retain and use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- G. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “**TUPE Regulations**”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep DFAT indemnified from and against any claim arising or loss or costs incurred because of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

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 DFAT. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify DFAT 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 DFAT such details as DFAT may reasonably require in writing regarding any Replacement Personnel. DFAT shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

DFAT reserves the right to refuse to admit to, or remove from, any premises occupied by or on behalf of it, any Key Personnel whose admission or presence would, in the reasonable opinion of DFAT, be undesirable. The reasonable exclusion of any such individual from the premises of DFAT shall not relieve the Contractor from the performance of its obligations under this Agreement.

DFAT reserves the right (in addition to any other rights or remedies which it may have under this Agreement or otherwise at law) to terminate this Agreement with immediate effect and without liability if it believes that the continued provision of the Services by such Key Personnel may compromise the safety or security of DFAT and or its employees.

The Contractor shall ensure that Key Personnel are fully trained, qualified and competent to provide the Services and shall use its best endeavours to ensure that the Key Personnel are made aware of and comply with all relevant terms and conditions of this Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting DFAT from time to time. The Contractor shall be liable, for all damage caused to persons or property, or any other losses caused by the default of its Key Personnel.

The Contractor shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Key Personnel may be entitled to receive in connection with the provision of the Services, (ii) paying and reimbursing all Key Personnel for all related travel, housing and other expenses which such Key Personnel may be entitled to receive in connection with providing the Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

3. PAYMENT

- A. Subject to the provisions of this clause 3 DFAT shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by DFAT from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to DFAT's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by DFAT'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 DFAT or upon such deemed acceptance the invoice shall be payable by DFAT. Payment is subject to any rights reserved by DFAT under any other provision of this Agreement; and
 - 4. DFAT being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to DFAT in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with DFAT. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- The Contractor shall not be reimbursed any costs or expenses incurred by it, or its Key Personnel while providing the Services unless, these are agreed in advance and in writing by DFAT. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by DFAT in accordance with 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, 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. it shall perform the Services with all due care, skill and diligence;
 7. all Key Personnel involved in performing the Services are qualified, trained, suitably experienced and competent professionals who shall comply with all professional body guidelines and protocols;
 8. all Services supplied to DFAT hereunder are supplied free of encumbrance and shall not infringe any patent, trademark or other intellectual property of any third

party;

9. all Services supplied comply with all applicable regulatory and statutory requirements European or Irish standards (whichever is the higher) and any certification where applicable and any specifications or requirements of DFAT, agreed with the Contractor in advance; and
 10. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for DFAT to obtain the benefit of the Services for its business purposes;
 11. DFAT shall be under no obligation to purchase any minimum number or value of Services; and
 12. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise DFAT 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 DFAT regarding compliance with this clause 4 A.14.
- B. The Contractor undertakes to notify DFAT forthwith of any material change to the status of the Contractor regarding the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of DFAT with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify DFAT for and in respect of all and any losses, claims, demands, damages or expenses which DFAT may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, breach of warranty, breach of statutory duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should DFAT find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, DFAT shall be entitled to recover from the Contractor any excess prices which may be paid by DFAT.

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

10% (the “**Retention Amount**”) which Retention Amount shall not at any given time exceed 100% of the Charges. In such event DFAT shall identify the particular Service 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 DFAT or resolution of outstanding queries. DFAT shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5E shall be without prejudice to and not be in substitution for any remedy of DFAT under this Agreement.
- F. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, DFAT may by notice in writing to the Contractor’s Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of DFAT.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights (“**IPR**”) means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or DFAT independently of this Agreement, and any IPR in Contractor’s standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “**the Materials**”) (or any part or parts thereof) shall vest in DFAT 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 DFAT absolutely.

- D. DFAT grants to the Contractor a royalty-free non-exclusive licence to use DFAT'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 similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that DFAT shall be vested with all necessary rights so as to enable DFAT to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies DFAT and shall keep and hold DFAT harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.
- At the request of DFAT for and in respect of any such breach, the Contractor shall at its expense and option:
- (i) procure the necessary rights for DFAT to continue use;
 - (ii) replace the relevant deliverable with a non-infringing equivalent;
 - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to DFAT Charges paid for such deliverable less a reasonable amount for DFAT's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, together with all losses (whether direct, indirect or consequential) thereby accruing to DFAT as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to DFAT all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("**Confidential Information**") and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 4. in the case of DFAT by request of any person or body or authority whose request DFAT or persons associated with DFAT (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 DFAT with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement between the Contractor and DFAT dated XX and entered into pursuant to clause 13.2 of the Framework Agreement ("**the Confidentiality Agreement**").
- The obligations in this clause 7 will not apply to any Confidential Information:
1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to DFAT. Accordingly, the Contractor confirms that it will, if requested by DFAT, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of DFAT arising therefrom.
- D. In circumstances where DFAT is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of DFAT receiving a request for information related to this Agreement, DFAT shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. DFAT will, where possible, consult the Contractor about this confidential or commercially sensitive information before deciding on any request received under the above legislation. DFAT 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. The Contractor acknowledges that the right of access to this

Agreement and its associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

- E** The Contractor shall observe its obligations set out in the Data Protection Legislation as may be amended, modified or consolidated, together with any further legislation, international convention or EU charter adopted in respect of data protection. The Contractor acknowledges the serious adverse effects which unauthorised disclosure of personal data relating to data subjects would have upon the operations of DFAT and shall endeavour, in accordance with good industry practice, to avoid any such disclosure. The Contractor shall obtain the prior written agreement of DFAT, such agreement not to be unreasonably withheld or delayed, to store or process personal data, as defined by the Data Protection Legislation, for the purpose of performing the Contractor's obligations under the Agreement (and where applicable) at sites outside Ireland (excluding Northern Ireland). Failure by either party to comply with this Clause 7E may constitute a serious breach of obligation. "Data Protection Legislation" for the purposes of this clause 7E shall mean the data protection and information privacy laws of Ireland and the European Union including but not limited to:
- (a) General Data Protection Regulation (EU) 2016/679;
 - (b) Directive 2002/58/EC of the European Community ("GDPR");
 - (c) the Data Protection Acts 1988 to 2018;
 - (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
 - (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
 - (f) any other applicable data protection laws of any other jurisdiction.
- F.** The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

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

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

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

- C. If the Force Majeure Event continues for ten calendar days either Party may terminate at thirty days' notice.
- D. In circumstances where the Contractor is the Affected Party, DFAT 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 in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by DFAT, without liability for compensation or damages, by serving thirty days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving thirty days written notice to DFAT.
- B. Either Party shall have the right (in addition to its rights under clause 9 (a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within thirty 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 DFAT becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of DFAT, be removed by other means; and
 4. in circumstances where DFAT becomes aware of any registrable interest on the part of the Contractor.
- C. 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.
- D. If requested by DFAT, 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 DFAT (“**Employment Information**”). The Contractor agrees that DFAT may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. DFAT’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by DFAT from time to time. If requested in writing by DFAT the Contractor shall meet formally with DFAT to report on progress and shall comply with all written directions of DFAT.
- B. The Contractor agrees to:
 - 1. liaise with and keep DFAT’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 DFAT from time to time;
 - 3. comply with all reasonable directions of DFAT; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. DFAT 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 DFAT thereby arising. The cost of inspection shall be borne by DFAT.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the “**Dispute**”), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert DFAT contact] within DFAT respectively.
- C. If the Dispute has not been resolved within fifteen 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 days from the date of the proposal to appoint a Mediator or within twenty-one 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 Business Days of his/her appointment.

- F. The Parties shall share equally the cost of the mediator, and the location of the mediation shall take place in Dublin. 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 JURISDICTION AND EXECUTION

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

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

DFAT shall have a right to assign this Agreement. The Contractor shall not have a right to assign this Agreement, without the prior written consent of DFAT. The Contractor shall not sub-contract any aspect of the provision of Services to any third party without the prior written consent of DFAT. If DFAT does consent to a subcontractor, the Contractor shall remain fully responsible for the provision of the Services and the acts and omissions of that sub-contractor as if they were its own. The Contractor shall also maintain during the Term and for 6 years thereafter records and documentation relating to the sub-contractor and the Services provided by it and shall make same available to DFAT upon request.

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 with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude DFAT 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 DFAT.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflict-of-interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify DFAT immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with DFAT's directions in respect thereof. In the event of such notification, DFAT shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and DFAT must be fully disclosed to DFAT immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with DFAT's directions in respect thereof, to the satisfaction of DFAT. In the event of such disclosure, DFAT shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms 'registrable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 and 2001 (as amended) a copy of which is available on request.

- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle DFAT to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A. Any of DFAT's premises made available from time to time to the Contractor by DFAT in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by DFAT allow DFAT access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for DFAT 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 DFAT's premises shall be at the Contractor's own risk and DFAT 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 DFAT'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 DFAT's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at DFAT's written request, at its own expense and as soon as reasonably practicable:
- i. remove from DFAT's premises any Equipment which in the reasonable opinion of DFAT is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave DFAT's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to DFAT'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

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither DFAT 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 DFAT 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 DFAT will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether the variation is implemented. If DFAT'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

The Contractor shall comply with Data Protection Laws and enter into the Confidentiality Agreement in Appendix 7. The provisions of Appendix 5 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

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2026 BETWEEN:

The Department of Foreign Affairs and Trade of 80 St Stephens Green, Dublin 2, D02 VY53 (hereinafter "DFAT") of the one part;

and

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

WHEREAS

- A. By Request for Tenders dated [insert date] entitled 'Multi-Supplier Framework Agreement for the appointment of consultants with evaluation experience (In three lots)' (the "**RFT**") DFAT invited tenders ("Tenders") for the provision of the Services described in Appendix 1 to the RFT (the "**Services**") ("the Competition"). The Contractor submitted a response to the RFT dated XX.

The Contractor and DFAT have entered into a framework agreement dated XX ("the **Framework Agreement**").

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by DFAT and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement 'Confidential Information' means:
 - 2.1 unless specified in writing to the contrary by DFAT all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to DFAT, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “**Data Protection Laws**” for the purposes of this RFT shall mean data protection and information privacy laws of Ireland and the European Union including but not limited to:
- (a) General Data Protection Regulation (EU) 2016/679;
 - (b) Directive 2002/58/EC of the European Community (“**ePrivacy**”);
 - (c) the Data Protection Acts 1988 to 2018;
 - (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
 - (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
 - (f) any other applicable data protection laws of any other jurisdiction.
4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 4.2 not, without the prior written consent of DFAT, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need-to-know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor
- PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to DFAT; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
- i in the Contractor’s possession (with full right to disclose) before receiving it from DFAT, as applicable; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
- 6.1 to comply with all directions of DFAT regarding the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by DFAT including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of DFAT including by police authorities;
- 6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to DFAT all Confidential Information or at the written direction of DFAT to destroy in a secure manner all (or such part or parts thereof as may be identified by DFAT) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should DFAT so request in writing. For the avoidance of doubt the term 'document' includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by DFAT and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of DFAT as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by DFAT, as applicable, and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
'Data Controller' has the meaning given under the Data Protection Laws;
'Data Processor' has the meaning given under the Data Protection Laws;
'Data Subject' has the meaning given under the Data Protection Laws;
'Data Subject Access Request' means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
'Personal Data' has the meaning given under Data Protection Laws;
'Processing' has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

- C. The Parties acknowledge that for the purposes of the Data Protection Laws, DFAT is the Data Controller, and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
- (1) process that Personal Data only on the written instructions of DFAT;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by DFAT, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of DFAT has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by DFAT with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify DFAT 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 DFAT's obligations under the Data Protection Laws and provide full co-operation and assistance to DFAT in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to DFAT any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist DFAT in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of DFAT, amend, delete or return Personal Data and copies thereof to DFAT 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 DFAT, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of DFAT arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by DFAT from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by DFAT or DFAT's designated auditor.
- L. The Contractor shall:
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at DFAT's option, reimburse DFAT for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. DFAT does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement.

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

SIGNED for and on behalf of DFAT _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection ²

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

² Internal Note: This schedule is to be populated with information relating to the contractor processing data, if applicable.