

Appendix 3: Panel Agreement

Establishment of a panel for Provision of Psychiatry Services for Student Health for TU Dublin
("the Panel Agreement")

BETWEEN:

Technological University, Dublin (TU Dublin), whose offices are located at Park House, 191 North Circular Road, Dublin 7, D07 EWW4 ("the Contracting Authority"); and

[Insert name of Panel Member] whose principal place of business is at [Address] ("the Panel Member")

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

WHEREAS:

1. By Invitation to Tender for the establishment of a panel entitled Invitation to Tender for the Provision of Psychiatry Services for Student Health for TU Dublin ("the ITT Panel Document") advertised on eTenders on 26th June 2026, the Contracting Authority invited economic operators ("Tenderers") to participate in a Panel agreement for the provision of the services described in Appendix 1 of the ITT (the "Services"). References to the ITT shall include any clarifications in relation to the ITT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "ITT Clarifications"). The ITT (including the ITT Clarifications) is hereby incorporated by reference into this Panel Agreement.
2. The Panel Member submitted a response to the ITT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Panel Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Panel Agreement.
3. The Panel Member was appointed to the panel as a result of the evaluation of its Submission in accordance with the ITT.

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

- 2.1 This Panel Agreement does not entitle the Panel Member to be consulted in respect of, or awarded any Contract during the Panel Term. The Contracting authority may at its or their sole discretion choose not to enter into any Contract pursuant to this Panel Agreement.
- 2.2 The Contracting Authority 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 Panel Agreement and the Parties acknowledge that the Contracting authority are not bound to enter into any Contract or other arrangement with the Panel Member as a result of entering into this Panel Agreement. Without prejudice to the foregoing the Panel Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Panel Agreement and to encourage use of the Panel Agreement by the Contracting authority and the Panel Member may be required to provide reasonable assistance in this respect.
- 2.4 This Panel Agreement does not confer exclusivity on any Panel Member. The Contracting Authority may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Panel Agreement. In this event, the Contracting Authority shall observe all obligations at law and shall not afford any advantage to the Panel Member.
- 2.5 This Panel Agreement shall take effect on the Commencement Date and expire twelve (12) months later ("Panel Term") unless terminated earlier in accordance with this Panel Agreement.
- 2.6 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of four (4) such extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law and subject to satisfactory performance and continued service requirements, up to a maximum of five (5) years.

3. PANEL AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Panel Member hereby agrees and undertakes to comply with the Panel Agreement management provisions or as may be notified in writing by the Contracting Authority to the Panel Member from time to time.

4. SERVICES CONTRACT

- 4.1 This Panel Agreement relates to the provision of the Services.
- 4.2 Where the Panel Member is awarded a Contract further to the procedure set out in ITT Document, it shall provide the Services to the Contracting authority in accordance with the Services Agreement signed prior to the work. Subject to the provisions of this Panel Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Panel Member shall be required to enter into the Services Contract with the Contracting authority.

5. PROCEDURE FOR AWARD OF CONTRACTS

5.1 TU Dublin will consult the members of the panel and pick the most appropriate member(s) on the basis of the following criteria:

1. Qualifications and experience of Psychiatrist(s)
 - Accreditation with relevant bodies
2. Relevant Experience
 - Experience in psychiatry similar in nature to the requirements of TU Dublin
 - what each contract will entail
3. Availability for onsite meetings and flexibility of psychiatrist(s)
4. Evidence of ability to provide onsite one to one meetings
5. Value for money

Prior to awarding any work, a Service Contract will be shared with the successful party that includes a Confidentiality Agreement which must be signed.

6. APPLICABLE LAW AND JURISDICTION

6.1 This Panel 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.

7. COMPLIANCE WITH LAWS

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

8. TAX CLEARANCE

8.1 The Panel Member shall comply with all applicable EU and domestic taxation laws and requirements.

8.2 Prior to the award of any Contract, the Panel Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the Panel Member acknowledges and agrees that the Contracting Authority 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.

9. ANTI COMPETITIVE CONDUCT

9.1 Without prejudice to the generality of clause 8.1, the Panel 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.

10 CONFLICTS OF INTEREST

- 10.1 Any actual or potential conflict of interest on the part of a Panel 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 the Contracting Authority and any immediately in writing as soon as the Conflict becomes apparent to the Panel Member.

In the event of any Conflict, the Contracting Authority may invite the Panel Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Contracting authority will, in their absolute discretion, decide on the appropriate course of action.

11. REGISTERABLE INTEREST

- 11.1 Any registerable interest involving a Panel Member and the Contracting Authority, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response.

In the event of this information only coming to the notice of a Panel Member after the submission of a Response, it must be communicated to the Contracting 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.

12. CONFIDENTIALITY

- 12.1 All communications between the Contracting Authority and the Panel Member must be treated as being strictly confidential. The Panel Member undertakes to comply with all reasonable directions of the Contracting Authority and with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Panel Member pursuant to clause 13.2 below. All of the Panel Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority, to sign a confidentiality agreement in a format as determined by the Contracting Authority.
- 12.2 The Panel Member shall execute a Confidentiality Agreement prior to undertaking any contract.
- 12.3 No publicity regarding this Panel Agreement or Contract pursuant to this Panel Agreement is permitted unless and until the Contracting Authority has given their prior written consent to the relevant communication.

13. NOTICES

- 13.1 Any notice or other written communication to be given under this Panel 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.

13.2 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.

14. GIFTS

14.1 The Panel Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority 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, the Contracting Authority may terminate this Panel Agreement and any existing Contract(s) respectively and recover from the Panel Member any loss resulting from any such termination.

15. COSTS AND EXPENSES OF PANEL AGREEMENT

15.1 All costs and expenses incurred by the Panel Member relating to its participation in this Panel Agreement and in any Mini-Competition shall be borne solely by the Panel Member. Neither the Contracting Authority shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Panel Member in this regard.

16. TERMINATION

16.1 This Panel Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving One (1) months written notice to the Panel Member.

16.2 The Contracting Authority 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 Panel Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

16.2.1 if the Panel Member commits any serious breach or a series of breaches of any provision of this Panel Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within thirty (30) days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Panel Agreement management provisions as set out in Annex 1 to this Panel Agreement shall be deemed to be a serious breach of this Panel Agreement;

16.2.2 if the Panel Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Panel Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority within 30 days after a receipt of a request in writing from the Contracting Authority.

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Panel Agreement:

Serious Breaches

- Continual underperformance in line with the requirements of this Panel agreement
- Continual underperformance in line with the stated Specifications of this ITT
- Not adhering to Pricing requirements as stated within the Specification
- Disclosing information to third parties

16.2.3 if the Panel 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 as a result of debt, or an event having an equivalent effect;

16.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Panel Member;

16.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Panel Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and

16.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Panel Member.

16.3 Subject to clause 16.2.2, the termination of a Contract awarded under this Panel Agreement does not affect the validity of this Panel Agreement.

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

17. FREEDOM OF INFORMATION

17.1 The Panel Member acknowledges that the Contracting Authority 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 the Contracting Authority by the Panel Member may be released pursuant to the Contracting Authority's statutory obligations. If the Panel Member considers that any of the information supplied by it to the Contracting Authority under this Panel 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. The Contracting Authority will consult the Panel Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

18. DISPUTE RESOLUTION

- 18.1 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. For the avoidance of doubt, the Contracting Authority may bring this to your attention.
- 18.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 18.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 18.4 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 (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- 18.5 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 (10) Business Days of his/her appointment.
- 18.6 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.
- 18.7 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 Contractor shall comply fully with the requirements of the Agreement at all times.
- 18.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within [insert] days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

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

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness _____ Date	SIGNED by _____, being an Officer so authorised by the PANEL MEMBER in the presence of: _____ Witness _____ Date
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