

**Request for Tenders dated 16<sup>th</sup> June 2026  
for the Supply of UCC-2026-03 Provision of a  
Curriculum Mapping Software**

**Tender procedure: Open procedure (OJEU)**

**Tender Deadline 16<sup>th</sup> July 2026**



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## Part 1: Introduction

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- 1.1 University College Cork, National University of Ireland (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise: A cloud-based software platform that supports UCC’s curriculum mapping objectives for the Medicine degree programme.
- 1.3 *Not Used*
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of 4 years (“the Term”).
- 1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 24 months with a maximum of 3 such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some €415,000 (excl. VAT) over the full Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”)s in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract 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

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### 2.1 IMPORTANT NOTICES

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

**2.1.2** The Contracting Authority 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 Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

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

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

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

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

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

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

providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

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

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

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

## 2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document (“[eESPD](#)”). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;

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

2.2.2 Without prejudice to the generality of paragraphs 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 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

## 2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

## 2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

## 2.6 TENDER SUBMISSION REQUIREMENTS

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

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

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

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

- 2.6.2 Tenders must be received not later than 12pm on the 16<sup>th</sup> of July (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word or PDF. The Contracting Authority 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](http://www.etenders.gov.ie). Queries will be accepted no later than 12pm on the 7<sup>th</sup> of July unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

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

## 2.8 TENDERING COSTS

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

## 2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
  - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
  - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
  - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

## 2.10 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 180 days 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 5 to this RFT.
- 2.10.6 *Not Used*

## 2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

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

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

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

## **2.12 PUBLICITY**

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

## **2.13 REGISTRABLE INTEREST**

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or 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](http://www.irishstatutebook.ie). The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any 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.

## 2.15 INDUSTRY TERMS USED IN THIS RFT

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

## 2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

## 2.17 TAX CLEARANCE

It will be a condition of any 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](http://www.revenue.ie) for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

## 2.18 CONFLICTS OF INTEREST

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

Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

**2.19 WITHDRAWAL FROM THIS COMPETITION**

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

**2.20 SITE VISIT**

2.20.1 *Not Used*

2.20.2 *Not Used*

**2.21 INSURANCE**

2.21. The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:  
1

Type of Insurance	Indemnity Limit
<b>Employer’s Liability</b>	Please refer to 2.2 Economic and Financial Standing in the Tender Response Document for Certificate Requirements  €13 million (on each and every occurrence basis) – Euro or foreign currency equivalent
<b>Public Liability</b>	€6.5 million (on each and every occurrence basis) – Euro or foreign currency equivalent
<b>Professional Indemnity</b>	€1 million (each and every claim of in the annual aggregate) Euro or foreign currency equivalent  Claims made basis for P.I. Tenderers must confirm; i) the retroactive date; ii) that the min level of cover will be maintained for at least 6 years following completion of the contract
<b>Cyber Security</b>	€2 million (on each and every occurrence basis) – Euro or foreign currency equivalent
<b>Insurance Note</b>	UCC reserves the right to determine whether the insurance evidence provided is sufficient to demonstrate compliance. Where certificates or broker letters do not clearly set out all required information – including limits, basis of cover, excesses, business description or indemnity to principal wording – the tender may be

	deemed non-compliant. UCC also reserves the right to request copies of relevant policy endorsements (e.g., indemnity to principal, additional insured wording) to verify compliance.
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2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

- (a) immediately advise the Contracting Authority 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 compliant Tenders pursuant to paragraph 2.2 above, and
  - (b) Declared by way of eESPD that either:
    - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
    - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
  - (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

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

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

## 3.2 SELECTION CRITERIA

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

### 3.2. Economic and Financial Standing

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

Main Criteria	Sub-Criteria	Mandatory (Tenderers must submit this information, in the absence of this information, a potential Tenderer may be excluded)	Comments/ Rules
3.2.A Economic and Financial Standing (Article 47)	Turnover Relating to Specific Services i.e. Supply of services similar to that required in this RFT.	<p><b>Mandatory Minimum Requirement</b></p> <p>Minimum of <b>€600,000</b> per annum for each of the previous 3 years.</p> <p>A statement certifying this amount must be forwarded in the response document</p>	<p><b>Pass/Fail</b></p> <p>Compliance required</p>
	Provision of the last three years of audited financial statements / accounts	<p><b>Mandatory Minimum Requirement</b></p> <p>This information may be included in your submission or <b>must be supplied before any award of contract.</b></p> <p>In line with current legislation where a company has an annual turnover of less than €4.4 million then audited accounts are not necessary.</p> <p>In these circumstances a statement of accounts from the company's accountants will suffice.</p>	<p><b>Pass/Fail</b></p> <p>Compliance required</p> <p>This information may be included in the tender submission and if not shall be <b>required if successfully selected for award of contract.</b></p>

	<b>Evidence of insurance that meets the requirements set out in section 2.21.1 is required.</b>	<b>Mandatory Minimum Requirement</b>  This information may be included in your submission or <b>must be supplied before any award of contract</b>	<b>Pass/Fail</b> Compliance required  This information may be included in the tender submission and if not shall be <b>required if successfully selected for award of contract.</b>
	<b>Evidence of Irish Tax Clearance</b>	<b>Mandatory minimum requirement</b>  This information may be included in your submission or must be supplied before any award of contract	<b>Pass/Fail</b>  This information may be included in the tender submission and if not shall be <b>required if successfully selected for award of contract</b>

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

### 3.2.B Technical and Professional Ability

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

Main Criteria	Sub-Criteria	Mandatory (Tenderers must submit this information, in the absence of this information, a Tenderer may be excluded)	Comments / Rules
3.2.B Technical and Professional Ability (Article 48)	<b>Relevant company experience</b>  Relevant company experience and track record of similar contracts. to the <b>specific requirements in this tender</b>	<b>Mandatory Minimum Requirement</b> Tenderers must provide 3 <b>examples of</b> successfully completed contracts, within the last 4 years, where a similar or equivalent type of services and value were provided by the tenderer, including names and contact details of the client for each contract.  Contract examples should demonstrate experience of comparable projects of similar scale and complexity required in this tender.	<b>Pass/Fail</b>  Submissions will be reviewed for relevance, and applicants may be excluded on the basis of this review.
	<b>Technical Resources and Capacity</b>	<b>Mandatory Minimum Requirement</b> Tenderers must demonstrate sufficient manpower, skills and technical resources are available to them to support a contract of the nature specified.	<b>Pass/Fail</b>  Submissions will be reviewed for relevance, and applicants may be excluded on the basis of this review.
3.2C	<b>External Data Hosting Questionnaire</b>	<b>Mandatory Minimum Requirement</b>	<b>Pass/Fail</b>

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

### 3.3 AWARD CRITERIA

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

Award Criteria	Overall Weighting %	Maximum Score	Min. Score Required (60%)
<b>Functional Requirements</b>			
User & Access Management	3%	300	180
Curriculum Structure & Mapping	9%	900	540
Curriculum Visualisation	9%	900	540
<b>IT System Requirements</b>			
IT Hosting/ Architectural Requirements	4%	400	240
Authentication and Authorisation	4%	400	240
Data Model, Data migration and integrations	4%	400	240
Data security and GDPR	4%	400	240
Data hosting and management	3%	300	180
Usability and accessibility	3%	300	180
<b>Business Requirements</b>			
Technical Support & Service	5%	500	300
Implementation & Training	5%	500	300
Contract Exit	4%	400	240
<b>Sustainability</b>			
Sustainability	5%	500	N/A
<b>Ultimate Cost</b>			
<b>Cost</b> (inclusive of hosting, licenses, maintenance, updates, and all other services as per the specification)	35%	3500	N/A
<b>Total</b>	100%	10000	

**Note:** Overall Minimum Requirements for Award: Tender submissions must achieve [60%] of the available marks for each of the criteria listed above. No minimum score applies for Costs and Sustainability.

**Costs are calculated as follows;**

The following formula will be applied to the cost score:

The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

<b>Lowest Cost from a Bona Fide Tender</b>	<b>A</b>
<b>Cost for the tender being evaluated</b>	<b>B</b>
<b>Maximum Points available for Cost</b>	3500
<b>Formula employed</b>	$\frac{3500 \times A}{B}$

The other **non-cost** criteria as identified in this tender, for scoring purposes are proportionally ranked under the headings of:

Score	Meaning	Interpretation
90% - 100%	Excellent	A response that demonstrates an excellent level of quality and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 89%	Very Good	A response that demonstrates a very good level of quality and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
70-79%	Good	A response that demonstrates a satisfactory level of quality and 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.
60-69%	Fair	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the required services would not be delivered.
<b>59% or below</b>	<b>Poor</b>	<b>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.</b>
<b>0%</b>	<b>No Response</b>	<b>Response completely fails to address the criterion under consideration.</b>

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

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

#### **3.4 PRESENTATION OF PROPOSALS**

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

#### **3.5 STANDSTILL PERIOD**

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

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

## 3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

## Appendix 1: Requirements and Specifications

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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.**

### 1.0 Introduction

#### 1.1 About University College Cork (UCC)

UCC is an award-winning institution with a history of independent thinking. Established in 1845 as Queen's College, Cork, with just 115 students, it is now a constituent university of the National University of Ireland with a student population exceeding 26,000. As a leading Irish University, UCC now ranks 246th on the QS University Rankings, placing it inside the world's top 250 universities.

University College Cork (UCC) is a research oriented student-centred university with a strong strategic commitment to excellence in teaching and learning, as set out in UCC Strategic Plan 2023–2028, Strategic Goal No. 2: Student Success [Securing our Future - UCC Strategic Plan 2023-2028](#). This goal prioritises high-quality, innovative and inclusive teaching and learning practices that support student engagement, progression and graduate preparedness. The work of the School of Medicine sits within this institutional context, and the procurement of modern curriculum mapping software supports Strategic Goal No. 2 by enabling coherent curriculum design, continuous enhancement of teaching and learning, and robust quality assurance across programmes.

#### 1.2 About the School of Medicine

The School of Medicine at University College Cork (UCC) is undertaking a major redesign of its undergraduate medical curricula and, in support of this work, seeks to procure a new curriculum mapping software system. This system will enable a change in how the curriculum is designed, delivered, reviewed and experienced by students, supporting modern, outcomes-based and systems-integrated medical education. The purpose of the software is to ensure the continuous development and improvement of teaching and learning, while providing robust oversight, quality assurance and alignment with regulatory and institutional requirements.

The School delivers two medical programmes: the Direct Entry Medicine (DEM) programme, a five-year programme aimed primarily at school leavers and mature entrants, and the Graduate Entry Medicine (GEM) programme, a four-year programme requiring a prior degree. Together, these programmes serve a diverse and growing student body of approximately 1,800 students from Ireland and internationally. While the existing curricula were launched in 2005 (DEM) and 2008 (GEM) and have evolved incrementally, a comprehensive curriculum review commenced in 2023, with revised programmes planned for phased implementation from September 2027.

The redesigned curricula will place increased emphasis on competency-based and outcomes-focused education, preparedness for clinical practice, early patient contact, small-group learning, and alignment with national and international frameworks, including regulatory requirements and professional activities for internship. A modern curriculum mapping system is required to support this transformation by enabling clear alignment between learning outcomes, teaching activities,

assessment, and graduate attributes, while also supporting digital health, equality, diversity and inclusion, and emerging areas of medical education. The procurement of this system is therefore a critical enabler of successful curriculum reform and student success at UCC.

### **1.3 Objectives**

The purpose of this tender is to source an appropriate solution for a cloud-based curriculum mapping platform. This software is required to facilitate comprehensive and detailed mapping of an integrated case-led medicine curriculum. It will contain all curriculum information for the Medicine degree programme, accessible to teaching faculty, professional support staff, students and the external regulator (Medical Council). The system must facilitate the linking of outcomes for all teaching and assessment activities, modules, subjects, curriculum themes and phases to the overarching programme outcomes in a structured hierarchy. The interface must be user-friendly for use by teaching faculty, professional support staff, and students.

The system must enable clear visualisation of content to analyse and track the delivery and assessment of curriculum components. This feature is essential to facilitate accreditation compliance and support ongoing development and improvement.

The system should provide clear visualisation of subject and thematic footprints to enable ongoing development and continuous renewal. This will help prevent dissonance between content and outcomes.

The system must include a robust search function to help students find relevant learning materials and resources quickly, thereby enhancing their learning and revision. The search function should support keyword searches, filters, and advanced search options. It should provide search results that are categorised and easy to navigate.

The system should also have a facility to attach assets to learning sessions e.g., presentation slides of a given lecture.

The system should provide scalable and adaptable options for different types of curricula. It should also support flexible inclusion and management of additional module options within existing or new programme structures. It should enable academic staff to create, modify, and integrate new modules while maintaining alignment with programme learning outcomes, accreditation standards, and progression pathways (as required). UCC reserves the right to extend the system capability with an additional module in the event that further functionality is required and budget allows. Also, UCC reserves the right to potentially extend the platform availability to other schools if necessary.

	Requirements	Essential/Desirable
<b>Functional Requirements</b>		
<b>1. User &amp; Access Management</b>		
FUNC-01	The system must support multiple user roles with configurable permissions, workflow customisation, including, Admin, Staff, Student, and Viewer.	Essential
FUNC-02	The system must support 10 Admin users, up to 60 staff and 200 students initially. These numbers are likely to increase to 30 Admin users, 400 staff and 1800 students.	Essential
FUNC-03	The system must support bulk user import and management (including group assignment), programmatic account creation via API or CSV, and automated retrieval and updating of student data from UCC's Student Registration databases.	Essential
<b>2. Curriculum Structure &amp; Mapping</b>		
FUNC-04	The system must support a flexible curriculum structure: Multi-level learning outcomes (e.g., programme, module, case, and teaching session outcomes), Custom curriculum components (e.g., curriculum stages, streams, subjects and topics) and Custom curriculum elements (e.g., modules, cases, teaching sessions, assessments, and clinical placements).	Essential
FUNC-05	It must allow the mapping of learning outcomes across curriculum components and elements.	Essential
FUNC-06	Curriculum components and elements must be linkable to multiple learning outcomes.	Essential
FUNC-07	Curriculum must be linkable to multiple outcomes frameworks, e.g., Medical Council of Ireland Outcomes for Medical Graduates <a href="#">Medical Council Education Website - Medical Council</a> , and/or international framework such as the UK Outcomes for Graduates <a href="#">Outcomes for graduates - GMC</a>	Desirable

FUNC-08	The system must transfer existing curriculum data from UCC's Curriculum Management System (CourseLeaf) for alignment verification. The required data must include programme title, code and programme learning outcomes, module title code and learning outcomes. The expectation is that the softwares will be integrated	Essential
FUNC-09	It must include import functionality for additional curriculum data.	Essential
<b>Curriculum Elements</b>		
FUNC-10	Users with the appropriate permissions must be able to edit custom detail fields for curriculum elements (e.g., title, description, objectives of teaching sessions). Editing permissions must be configurable at the field level so that some fields are editable while others, such as imported data, remain read-only.	Essential
<b>Resource Repository</b>		
FUNC-11	Users must be able to attach/embed resources (e.g., documents, presentations, videos, links, notes) to curriculum elements. Give detail of the formats supported by the system.	Essential
FUNC-12	The system must support visibility settings for these resources (e.g., public, private, student-only).	Essential
FUNC-13	Embedded content should support iframe and HTML formats.	Desirable
<b>Version control and audit trail</b>		
FUNC-14	The system must support versioning of the curriculum by academic year or cohort.	Essential
FUNC-15	Users must be able to switch between curriculum years and maintain separate content versions specific to their pathway.	Essential
FUNC-16	Users must be able to review, compare, and revert changes.	Essential
FUNC-17	A review and change description workflow must be available.	Essential

FUNC-18	Changes must be tracked, with an audit trail logging who made changes and when.	Essential
FUNC-19	The system should notify users of curriculum updates and newly added resources.	Desirable
FUNC-20	The system should provide customisable alerts for missing mappings or overdue reviews.	Desirable
<b>3. Curriculum Visualisation</b>		
FUNC-21	The interface must include an intuitive view for navigating curriculum structure. Explain and detail how this is achieved.	Essential
FUNC-22	The system must provide tree-view/network-view options for different perspectives (e.g., visual representation of subject footprint across, curriculum stages, and the entire programme). Explain and provide examples of varying perspectives.	Essential
FUNC-23	The system should support interactive maps or dashboards to visualise curriculum alignment, coverage, gaps, and overlaps. Please provide examples of same.	Desirable
<b>Search and filtering</b>		
FUNC-24	The software must include a robust search function across all curriculum outcomes, components, and elements. For example, specific keywords or part of a word.	Essential
FUNC-25	Search should include advanced filtering based on various parameters (e.g., cohort, academic year).	Desirable
FUNC-26	Search behaviour should adapt based on user role (e.g., student vs. staff). Explain and detail how this is achieved.	Desirable
<b>Student and staff facing curriculum views</b>		
FUNC-27	The system must allow both students and staff to view the entire curriculum map for the full programme, not just the year or modules they are currently enrolled in.	Desirable
<b>Reporting and Analytics</b>		

FUNC-28	The system must provide reporting capabilities for curriculum analysis, accreditation compliance, and quality assurance/improvement, and must allow end users to create custom reports within the platform.	Essential
FUNC-29	It should support export of reports in common formats (e.g., PDF, Excel).	Essential
FUNC-30	The system must provide a feedback option that allows users to report curriculum errors and must offer operational reporting that highlights follow-ups and actionable items.	Desirable
<b>IT Technical Requirements</b>		
<b>1. IT Hosting/ Architectural Requirements</b>		
FUNC-31	The software system must be Cloud based (Software as a Service - SaaS) and not require local installation. The provider will be responsible for all aspects related to server, database, and application hosting.	Essential
FUNC-32	A testing/UAT/development platform must be provided. It should be possible to clone the production system configuration to this platform. It should also be possible to disable certain functions such as email notifications and user login.	Essential
FUNC-33	Please indicate if the system can be hosted in UCC's Azure/AWS tenancies. If the system cannot be hosted within our tenancy, please indicate if the data can be hosted within UCC's cloud infrastructure.	Essential
FUNC-34	The provider will be responsible for all aspects related to uptime, backups and recovery. We would expect the system to be available 99.95%, and have a minimum RPO of 6 hours, and RTO of 24 hours.	Desirable
FUNC-35	Please describe how your system would guarantee system performance over time where the database increases in overall size. These numbers are likely to increase to 30 Admin users, 400 staff and 1800 students.	Essential
FUNC-36	It should be possible for UCC to request a third environment if we require it.	Desirable
<b>2. Authentication and Authorisation</b>		

FUNC-37	The University has adopted a Zero Trust security architecture whose guiding principle is "Never trust, Always Verify". Zero Trust depends on a strong Identity and Access Management Framework. UCC use single sign on (SSO) through Entra ID to provide this. The preferred authentication method is to use SAML for federated authentication. Additionally, we allow open id to connect (OIDC) authentication with OAuth 2.0 authorisation through Entra ID should an application not support SAML. In limited circumstances, we allow for authentication to be handled via the HEANET Edugate Federation. <a href="https://www.heanet.ie/services/identity-access/edugate">https://www.heanet.ie/services/identity-access/edugate</a> where appropriate. Please confirm and give details on how you can support this requirement.	Essential
<b>3. Data Model, Data migration and integrations</b>		
FUNC-38	The system must transfer data to & from existing UCC systems including but not limited to Curriculum Management system (CourseLeaf) for alignment verification.	Essential
FUNC-39	The software must have a documented and supported Application Programming Interface (API) both to load, migrate, manipulate, and extract data from the system.	Essential
FUNC-40	In addition to an API, please indicate how data will be programmatically loaded to, and retrieved from the system. To facilitate ease of information exchange between systems, the system must support the import/export of non-proprietary data exchange formats such as XML to extract, import and export information to/from files, forms (XML Forms) and other systems.	Essential
FUNC-41	The provider must ensure that any required changes to data structures or business logic are appropriately planned, communicated, and agreed with UCC, and must also confirm whether any downtime is expected during software upgrades.	Essential
FUNC-42	The proposed system must guarantee consistency, cleanliness, and integrity of data.	Essential
FUNC-43	The system should allow go live without any data integrations.	Essential
FUNC-44	The system must be fully scalable to support expansion across the university, enabling additional programmes and academic departments to be onboarded without significant reconfiguration or performance impact.	Essential
<b>4. Data security and GDPR</b>		

FUNC-45	All documents must be encrypted at rest with the service provider.	Essential
FUNC-46	The solution must include encryption for all data in transit and at rest. Provide details of the encryption levels applied as standard.	Essential
FUNC-47	Please indicate how the system/service can be used by UCC to support data subject access requests and other GDPR requirements.	Essential
FUNC-48	The system must allow access to all registered students and students for 1 year post graduation upon request and sign up, and after this time all data will automatically delete	Essential
FUNC-49	The system should support data archival/deletion in line with GDPR Legislation and other UCC's data retention schedule requirements.	Essential
<b>5. Data hosting and management</b>		
FUNC-50	All suppliers will be required to complete UCC's external hosting questionnaire. If the service is hosted externally to UCC, the provider will be responsible for mitigating against attacks and other security incidents through appropriate physical, procedural and technical controls."	Essential
FUNC-51	The system should support data archival/deletion in line with UCC's data retention schedules (i.e. facilitate data classification, and data creation/modification dates).	Essential
FUNC-52	The customer's data should be stored in the EU or EEA.	Desirable
FUNC-53	The solution should be securely hosted in EU OR EEA data centres that comply at minimum with a TIER III level of certification.	Desirable
<b>6. Usability and accessibility</b>		
FUNC-54	The software must be mobile responsive for use on tablets/smartphone and should be usable on a variety of common web browsers (e.g. Chrome, Edge, Firefox).	Essential
FUNC-55	A dedicated mobile application should be available as an optional access channel for end users. It must provide secure, intuitive, and reliable access to all core system functions on both iOS and Android platforms.	Desirable
FUNC-56	The software should meet with, or be working towards, W3C standards Web Content Accessibility Guidelines WCAG 2.1	Desirable
FUNC-57	The software should allow for UCC specific branding in accordance with UCC's identity guidelines. <a href="https://www.ucc.ie/en/dewg/resources/vigs">https://www.ucc.ie/en/dewg/resources/vigs</a>	Desirable

FUNC-58	The system must have a modern, uncluttered, and responsive user interface and be fully functional on mobile devices. Please provide example images of the platform being proposed to evidence this.	Essential
FUNC-59	The User Interface must support multiple languages. Please indicated which languages are available in the UI by default.	Desirable
FUNC-60	To meet the University's obligation under the Official Languages Act, the main system User Interface elements must support the Irish Language, or the supplier must put in place a roadmap to ensure support for the language within 12 months of contract award.	Desirable
FUNC-61	The system should have the ability to recognise special language symbols e.g. Irish names that include fada such as Siobhán O'Sullivan. The system must also find the person when searched without the special characters.	Desirable
<b>Business Requirements</b>		
<b>Technical support and service</b>		
FUNC-62	The Tenderer must have responsive account management and helpdesk where UCC can raise and track support issues and incident reports.	Essential
FUNC-63	The Tenderer must provide a dedicated project manager from the earliest stage of the engagement.	Essential
FUNC-64	The Tenderer should have 24/7/365 telephone or webchat support. This support must be available in English. At a minimum, support should be available 9am -5pm GMT (excl. public holidays).	Essential
FUNC-65	The Tenderer should have end user support available business hours (Irish standard time)	Desirable
FUNC-66	The Tenderer must provide high-level implementation methodology documentation and clearly articulate the division of responsibilities between UCC and the provider.	Desirable

FUNC-67	The Tenderer must implement safeguarding and backup processes that do not impact online users, ensuring all backup operations are performed without service disruption.	Desirable
FUNC-68	The Tenderer must offer a dedicated business success manager and facilitate quarterly roadmap review meetings.	Desirable
FUNC-69	The Tenderer must provide a Service Level Agreement for system availability, technical support, content backup, and disaster recovery. It must include a tiered level of response and resolution times commensurate with the severity and priority classification of reported issues. Please provide detailed SLAs	Essential
FUNC-70	The Tenderer should offer service credits for service outages. This could be refunds of fees for repeated or severe losses of service.	Desirable
FUNC-71	The Tenderer must detail how they manage their software development lifecycle – including how often the system is updated (major and minor versions), how features/bugs are prioritised, and how versions/features reach end of support.	Essential
FUNC-72	The Tenderer must actively engage with UCC, for the length of the contract including site visits (min. 1 per year) and provide frequent communications on functional and technological developments and roadmaps.	Essential
FUNC-73	The Tenderer must provide technical support materials. Please describe all technical support materials available as part of your proposed solution.	Essential
FUNC-74	The Tenderer must provide training materials, and other training aids where possible (e.g. customer webinars).	Essential
FUNC-75	Please provide details, if any, of any technical user-groups, conferences, or community networks where customers can liaise with each other.	Essential

FUNC-76	<p>The Tenderer must have responsive account management and helpdesk where UCC can raise and track incident reports and must have 24/7/365 telephone support. For severe incidents the below response times apply:</p> <p>Priority 1 Issues - Emergency/Critical i.e. service and functions not available, telephone/email response time expected within 1 hour.</p> <p>Priority 2 Issues - Major impact i.e. significant interruption to service/functions, telephone/email response expected within 4 hours.</p> <p>Priority 3 Issues - Admin/operational issues, telephone/email response time expected within 2 working days.</p>	Essential
FUNC-77	<p>The Tenderer must explain how it will ensure that system performance does not downgrade over time as the database grows or as more end users use the system.</p>	Essential
<b>3. Implementation &amp; Training</b>		
FUNC-78	<p>Please provide an outline project plan (e.g. Gantt charts or equivalent) on how the proposed system will be implemented including anticipated milestones and timelines.</p>	Essential
FUNC-79	<p>The Tenderer must nominate a dedicated project manager to liaise with UCC on implementation planning, delivery through to project closure.</p>	Essential
FUNC-80	<p>Tenderers must provide biographies/CVS's of key project personnel who would be assigned to the project to demonstrate their qualifications/skills and experience specifically for this project.</p>	Essential
FUNC-81	<p>The Tenderer should outline how each of the major project deliverables will be tested. The type of testing should be indicated (including as appropriate Unit, Integration, regression and load testing). The Tenderer should indicate who (i.e. Tenderer or the client) is to carry out the testing and how test evidence or documentation is to be compiled and approved by stakeholders.</p>	Desirable

FUNC-82	The Tenderer must provide technical support materials/online-help. Please describe all technical support resources and materials available as part of your proposed solution.	Essential
FUNC-83	The Tenderer must provide a training proposal for staff, and provide training materials/videos and other training aids where possible (e.g. customer webinars)	Essential
FUNC-84	All technical support materials and training materials and any other relevant documentation must be supplied in the English language.	Essential
<b>4. Contract Exit</b>		
FUNC-85	Outline how long UCC data will be retained by your company following the end of contract. Also detail how UCC's data will be securely removed from the vendor's servers and destroyed following the successful completion of the Data Egress process.	Essential
FUNC-86	At the end of our contract, UCC will wish to bulk extract all data from the system. Please indicate how this will be facilitated. Give details of the method to be used, the format of the data e.g. database backup files etc., and the method for securely transmitting the data to UCC	Essential
<b>Sustainability</b>		
FUNC-87	Tenderers should ideally utilise green data centre options or partner with hosting providers that prioritise renewable energy sources and energy efficient infrastructure.	Desirable
FUNC-88	Tenderers must provide documentation demonstrating their commitment to sustainability and adherence to environmental standards. This may include environmental policies, sustainability reports, or certifications, including ISO certs.	Desirable
FUNC-89	The Tenderer must detail how their product is optimised to minimise energy consumption e.g. through data management, efficient algorithms, coding, and reducing power consumption requirements.	Desirable

# Appendix 2: Pricing Schedule

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*The Pricing Schedule (xls file) is available for download separately via e-Tenders.*

## Appendix 3: Tenderers' Statement

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

### TENDERERS' STATEMENT

TO: University College Cork – National University of Ireland, Cork (the “Contracting Authority”)

RE: Request for Tenders for the Supply of UCC-2026-03 Provision of a Curriculum Mapping Software System.

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

**SIGNED**

**Company**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

## Appendix 3A: Foreign Subsidies Regulation

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

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

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

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

TO: University College Cork – National University of Ireland, Cork (the “Contracting Authority”)

RE: Request for Tenders for the Supply of UCC-2026-03 Provision of a Curriculum Mapping Software System

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

**SIGNED**

**Notifying Party**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

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

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

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

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

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

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

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

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

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

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

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

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

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

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

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

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

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

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

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

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

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

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

**Table 2**

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

<b>Third Country</b>	<b>Brief Description of the financial contributions</b>
<b>Country A</b>	
<b>Country B</b>	
<b>Country C</b>	
<b>Country D</b>	

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

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

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

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

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

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

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

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

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

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

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

### Table

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

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

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

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

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

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

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

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

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

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

yes  no

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

yes  no

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

yes  no

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

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

and

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

yes  no

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

Notifying party(ies)  yes  no

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

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

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

yes  no

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

yes  no

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

yes  no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
  - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
  - 3.2.3. Amount of each financial contribution.
  - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
  - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
  - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
  - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

**Table 1**

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

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

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
  - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
  - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
  - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
  - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
  - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
  - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

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

Country A			
Country B			
Country C			
Country D			

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

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

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

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

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

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

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

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

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

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies,

such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

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

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

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:  
  
Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.  
  
Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

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

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents

required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

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

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

## Appendix 4: Declaration as to Personal Circumstances of Tenderer

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Re: Request for Tenders for the Provision of UCC-2026-03 Provision of a Curriculum Mapping Software System

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
  - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
  - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
  - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
  - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
  - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
  - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
  - b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:
  - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. is not guilty of grave professional misconduct.
  - d. has not entered into agreements with other economic operators aimed at distorting competition.
  - e. is not aware of any conflict of interest due to its participation in the Competition;
  - f. has not had any prior involvement in the preparation of the Competition;
  - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
  - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
  - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

\_\_\_\_\_

**Signature of Declarant**

Declared before me by \_\_\_\_\_ who is personally known to me

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

at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

**(signed)**

**Practising Solicitor/Commissioner for Oaths**

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

## **Appendix 5 Contract for provision of Software and Services**

**UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK**

and

**[Enter name of Successful Tenderer]**

**AGREEMENT**

Relating to the provision of a Curriculum Software System

**THIS AGREEMENT IS MADE THE [ENTER DATE] DAY OF [ENTER MONTH] 2026 BETWEEN UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK** of Western Road, Cork (“the Client”);

And **{Enter name of successful Tenderer}** of (“the Contractor”)

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

**WHEREAS:-**

- A. The Client may wish from time to time to purchase services relating to the Curriculum Mapping systems. The Client has conducted a tender competition advertised on the Irish Government website portal for public tenders, [www.e-tenders.gov.ie](http://www.e-tenders.gov.ie) and in the Official Journal of the European Union, OJEU reference 414886-2026 inviting tenders for such services.
- B. The Contractor is engaged in the business of providing dental records systems and related services. The Contractor submitted the Submission in response to the Client’s RFT and, following an assessment and evaluation of the Submission, the Client wishes to appoint the Contractor to its framework to provide the Services (as defined below), if instructed to do so from time to time by the Client, subject to and in accordance with the terms and conditions of this Agreement.
- C. The Contractor has agreed to be appointed to such framework on the terms and conditions set out in this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:-**

- 1.1 This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
  - 1.1.1 The Purchase Order;
  - 1.1.2 This Agreement and Schedules 3 to 10 attached hereto;
  - 1.1.3 The RFT as exhibited in Schedule 1 hereto;
  - 1.1.4 The Submission as exhibited in Schedule 2 hereto;
  - 1.1.5 The Proposal.
  - 1.1.6 Documents issued via eTenders

**1.2 DEFINITIONS**

In this Agreement, the following capitalised terms shall have the following meanings:-

- 1.2.1 “Agreement” means this Agreement as defined in clause 1.1 hereof;

- 1.2.2 “Charges” means the consideration to be paid by the Client to the Contractor as stipulated in Schedule 8;
- 1.2.3 “Confidential Information” means, in relation to a Party’s obligations under this Agreement, any information acquired by that Party at any time during the course of this Agreement belonging or relating to another Party, its business or its affairs that is not publicly known but, for the avoidance of doubt: (i) information shall not be deemed to be publicly known, merely because it is known to a limited number of third parties having experience in the relevant field; and (ii) any combination of elements of information shall not be deemed to be publicly known, merely because individual elements of that combination are publicly known;
- 1.2.4 “Client” shall mean University College Cork – National University of Ireland, Cork, a body incorporated under Charter, having its seat at Western Road Cork, and its subsidiary companies;
- 1.2.5 “Client Content” means and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by the Client and/or a User through the Services;
- 1.2.6 “Contractor” means
- 1.2.7 “Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;
- 1.2.8 “Data Controller” has the meaning given under the Data Protection Laws;
- 1.2.9 “Data Processor” has the meaning given under the Data Protection Laws;
- 1.2.10 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland;
- 1.2.11 “Data Subject” has the meaning given under the Data Protection Laws;
- 1.2.12 “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;
- 1.2.13 “Delay” means any failure by the Contractor to meet a milestone date or any other obligation under this Agreement, which has a time frame for performance including those delays that may arise due to any act or omission of the Client;

- 1.2.14 “Dispute” means any disagreement between the Parties arising out of or relating to this Agreement;
- 1.2.15 “Effective Date” means the date on which the obligations under this Agreement become operational as specified in clause 13.1;
- 1.2.16 “Equipment” means all equipment and materials necessary for the provision of the Services;
- 1.2.17 ‘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 14 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;
- 1.2.18 “Intellectual Property Rights” or “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;
- 1.2.19 “Key Personnel” means all key personnel required for the delivery of the Services as specified by the Contractor in the Submission;
- 1.2.20 “OGP” means the Office of Government Procurement;
- 1.2.21 “PAC Regulations” means the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
- 1.2.22 “Party” or “Parties” the Client or the Contractor or any permitted assignees of either or both of them;
- 1.2.23 “Personal Data” has the meaning given under Data Protection Laws;
- 1.2.24 “Processing” has the meaning given under the Data Protection Laws;
- 1.2.25 “Proposal” means the proposal as set out in Clause 2.6;
- 1.2.26 “Purchase Order” means a purchase order issued by the Client by which the Client instructs the Contractor to perform the Services. A Purchase Order shall contain a description of the Services to be provided; output; deliverables; Charges; timing or schedule for provision of

the Services, Key Personnel and such other terms and conditions as the parties may agree in respect of the Services. A template sample of a Purchase Order is set out at Schedule 8;

- 1.2.27 "Rates Table" means the rates table included in the Tender Submission as set out at Schedule 2;
- 1.2.28 "Replacement Personnel" means any personnel proposed by the Contractor to replace Key Personnel as approved by the Client pursuant to clause 10;
- 1.2.29 "RFT" means the Request for Tender entitled "Dental Records System and Associated Support Services" as exhibited in Schedule 1, advertised by the Client on 06<sup>th</sup> March 2020, and references to the RFT shall include any clarifications issued by the Client (the "RFT Clarifications") ;
- 1.2.30 "Service Commitment" means the Contractor's commitment to service uptime, as specified in clause 2;
- 1.2.31 "Service Credits" means the Client's credit against Charges, as described in Schedule 7;
- 1.2.32 "Service Levels" means the standard of the Services as described in Schedule 7;
- 1.2.33 "Services" means the Software System and the services to be provided by the Contractor as specified in the Schedules;
- 1.2.34 "Software System" means the software system described in Schedule 4;
- 1.2.35 "Specification" means the functional specifications of the Services in accordance with the RFT and the Submission;
- 1.2.36 "Submission" means the Contractor's response to the RFT dated xx, as exhibited in Schedule 2, and references to the Submission shall include any clarifications issued by the Contractor in writing to the Client (the "Submission Clarifications");
- 1.2.37 "Support Services" means that part of the Services specified in Schedule 6;
- 1.2.38 "Term" means the term of this Agreement as specified in clause 13.1;
- 1.2.39 "Testing and Acceptance Procedures" means the protocol for testing and acceptance by the Client as set out in Schedule 3;
- 1.2.40 "TUPE Regulations" means 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;
- 1.2.41 "User" means an individual who is authorized by the Client to use the Service, where the Client has paid for such use, and including for the avoidance of doubt, the Client's staff, student and sub-contractors;
- 1.2.42 Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

## 1.3 CONSTRUCTION

In this Agreement, unless the contrary intention is stated, a reference to:

- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 either gender includes the other and the neuter, and vice versa;
- 1.3.3 a person includes a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.3.4 a person includes that person's legal personal representatives, successors and permitted assigns;
- 1.3.5 'this Agreement' means the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document;
- 1.3.6 'writing' includes a reference to any electronic mode of representing or reproducing words in visible form;
- 1.3.7 the division of this Agreement to Clauses and sub-Clauses, and the headings used in this Agreement, are for convenience only, and shall not affect the interpretation of this Agreement;
- 1.3.8 'include', 'including', 'includes' and such is to be construed as illustrative, and shall not limit the sense of the words preceding those words; and
- 1.3.9 'business day' means a reference to a day (other than a Saturday or Sunday or bank holiday) on which the banks are generally open for business in the Republic of Ireland.
- 1.3.10 This Agreement shall be construed without regard to the rule of construction known as "ejusdem generis".
- 1.3.11 If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement.
- 1.3.12 headings and captions are to be ignored in the construction of this Agreement.
- 1.3.13 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

- 2.1. In consideration of the payment by the Client to the Contractor of the sum of €1 and for other good and valuable consideration (receipt and adequacy of which is hereby acknowledged by the Contractor) and subject to the terms and conditions set out in the Single Party Framework Agreement, the Client hereby appoints the Contractor on a non-exclusive basis to provide the Services, if instructed to do so from time to time and the Contractor hereby accepts such appointment.

- 2.2. The appointment of the Contractor does not constitute a commitment or guarantee by the Client to procure the Services or any other services from the Contractor. The Contractor acknowledges and agrees that the Client is under no obligation to procure any Services from the Contractor.
- 2.3 As and when requirements for the Services arise, the Client at its sole discretion may decide to procure the Services from the Contractor. The Client may:
  - 2.3.1 Award the contract on the terms of this Agreement by issuing a Purchase Order to the Contractor or
  - 2.3.2 Issue to the Contractor a request for a service proposal describing UCC's requirements.
- 2.4 Within the deadline specified by the Client in the request for a service proposal or such other timing as may be agreed, the Contractor shall provide the Client with a draft of the proposal in a form to be approved by the Client to supplement its Submission, as necessary, which may include appropriate details in relation to the particular Services and a fee estimate. The draft proposal must be consistent with the Contractor's Submission and in particular:
  - 2.4.1 the rates used in pricing any fee estimate must not exceed those in the Submission; and
  - 2.4.2 the Key Personnel specified in the Submission must be deployed appropriately in the provision of the Services.
- 2.5 The Client will consider the draft proposal and may meet with the Contractor at any time to discuss the draft proposal if it wishes. The Client may require the Contractor to update the draft proposal as UCC considers appropriate.
- 2.6 Where the Client is satisfied with the proposal (whether after such comment/discussion or otherwise) and decides that it wishes to procure the relevant Services from the Contractor, it will accept the "Proposal and issue a Purchase Order to the Contractor.
- 2.7 If the Client is not satisfied with the proposal, it may, if it wishes, procure the Services from a third party.
- 2.8 The refusal of any two commissions by a Contractor over the Term shall be deemed to be a material breach of this Agreement within the meaning of Clause 13 of this Agreement.

### **3. CONTRACTOR'S OBLIGATIONS**

In consideration of the payment of the Charges, the Contractor shall:

- 3.1 provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
- 3.2 licence the Software System to the Client on the terms set out in Schedule 4;
- 3.3 comply with and implement any policies, guidelines and/or any project governance protocols issued by the comply with all local security and health and safety arrangements as notified to it by the Client from time to time in writing;

- 3.4 provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "PAC Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement;
- 3.5 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;
- 3.6 The Contractor shall comply with its obligations set out in Schedule 3 relating to the Testing and Acceptance Procedures;
- 3.7 The Contractor shall deploy all updates and upgrades to the Services to Client that Contractor provides to its Clients generally for no additional charge;
- 3.8 The Contractor shall provide the Support Services as specified in Schedule 6;
- 3.9 Contractor will use commercially reasonable efforts to make the Services available with an annual uptime percentage of at least 99.9% (the Service Commitment). In the event Contractor does not meet the Service Commitment, Client will be eligible to receive a Service Credit as described in Schedule 7;
- 3.10 The Contractor shall deliver the Services in accordance with the Service Levels described in the Schedule 7. The Contractor agrees that if it fails to meet the Service Levels, the Contractor shall, without prejudice to the Client's other rights and remedies:-
- 3.10.1 promptly investigate the underlying cause of the failure to meet the Service Levels and prepare and deliver to the Client a report on the causes as soon as possible and take whatever action is necessary to minimise the impact of the failure and to correct the causes of the failure and advise the Client of the status of the remedial actions;
- 3.10.2 indicate the Service Credits (if any) payable as a result of the failure to meet the Service Levels, on the next invoice submitted to the Client.
- 3.11 The Contractor shall actively monitor and project manage the provision of the Services, including by anticipating and identifying any failure by the Contractor to meet a milestone date or any other obligation under this Agreement, which has a time frame for performance including those delays that may arise due to any act or omission of the Client ("Delay") and take all steps to avoid such Delays. The Contractor shall immediately notify the Client of any potential or actual Delay and shall inform the Client whether the Contractor will be able to temporarily work around the problem in order to prevent or

rectify a potential or actual Delay or any other person provide this Services (or part thereof), in order to prevent, limit or rectify the potential or actual Delay; and shall, following a request to do so, prepare and submit to the Client a report identifying the nature of the potential or actual Delay;

3.12 If there is a potential or actual Delay:

3.12.1 The Contractor's Key Personnel shall, if requested to do so by the Client, meet within one Business Day after receipt of that request to discuss how the Contractor would prevent, limit, rectify or work around the potential or actual Delay;

3.12.2 The Contractor must perform any obligation necessary for the management and coordination of the potential or actual Delays; and

3.12.3 The Contractor must;

i. Prepare and submit regular update reports (as required by the Client) in relation to the potential or actual Delay;

ii. Take all steps required by the Client to limit, prevent or rectify the potential or actual Delay (including increasing production and or the number of Supplier personnel that are working on the provision of the Services) at no additional cost to the Client;

iii. On request from the Client, develop and implement a plan for mitigating the effect the Delay and setting out the actions that will be implemented by the Contractor to prevent the same or a substantially similar failure, problem or concern from occurring in the future and such other content as may be reasonably be requested by the Client.

3.13 The Contractor shall create and maintain all records sufficient to demonstrate that any and all amounts invoiced to the Client under the Agreement are accurate and proper in both kind and amount

#### 4. **CLIENT'S OBLIGATIONS**

4.1 Client shall not (and shall not, to the extent that it is in a position to do so, permit Users to):

4.1.1 sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Services to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes;

4.1.2 modify, adapt, alter or create derivative works from the Services or any subpart thereof (including proprietary markings) with other services or software;

4.1.3 remove or modify any proprietary markings or restrictive legends in the Services;

4.1.4 use the Services or any of Contractor's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behaviour, including, without limitation, accessing or using Contractor data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of a Contractor system or network, circumventing any Contractor security or authentication measures, monitoring Contractor data or traffic, interfering with any Contractor services, collecting or using from the Service email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using the Service to distribute software or tools that gather

information, distribute advertisements, or engage in conduct that may result in retaliation against Contractor or its data, systems, or network;

- 4.2 Client will ensure that Users agree to be bound by and will require all Users to adhere to the acceptable use policy and Client agrees to take such reasonable steps as may be within its power to enforce such terms and conditions against its Users. Client further agrees to: (a) maintain the confidentiality and security of passwords; (b) obtain from Users any consents necessary under this Agreement or to allow Contractor to provide the Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) notify Contractor promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation and maintenance of the Services;
- 4.3 The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor.

## **5. PAYMENT**

- 5.1 Subject as hereinafter provided, the Contractor shall be entitled to invoice the Client in accordance with the Purchase Order.
- 5.2 Each invoice shall be sent to the Client on completion of the relevant Services or at such other interval(s) as otherwise set out in the Purchase Order. Each invoice must:
- 5.2.1. quote the Purchase Order number;
  - 5.2.2. quote the Charges; and
  - 5.2.3. contain a detailed narrative which describes the Services provided and the time taken to do so.
- 5.3. The Charges for the Services performed pursuant to each individual Purchase Order shall be invoiced to the Client separately.
- 5.4 Discharge of the Charges is subject to:
- 5.4.1 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 from time to time, including those set out in Schedule 8;
  - 5.4.2 The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
  - 5.4.3 Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted and shall be paid by the Client within 30 days from receipt of the invoice. Upon

resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client.

- 5.4.4 The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements; and
- 5.4.5 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.
- 5.5 Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 5.6 The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- 5.7 The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

## **6. WARRANTIES AND INDEMNITIES**

- 6.1 The Contractor acknowledges, warrants, represents and undertakes that:
  - 6.1.1 it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
  - 6.1.2 it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
  - 6.1.3 it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
  - 6.1.4 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;
  - 6.1.5 it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

- 6.1.6 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
- 6.1.7 the functionality or features of the Service and the Support Services may change but will not materially degrade during the Term;
- 6.1.8 the Services will materially conform to its then current documentation as set out in the Schedules hereto;
- 6.1.9 it retains and shall maintain for the Term insurances for the nature and amount specified in the tender documents. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause; and
- 6.1.10 the Client shall be under no obligation to purchase any minimum number or value of Services.
- 6.2 The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings.
- 6.3 The Contractor will indemnify and defend Client from and against any and all losses, liabilities, and claims (including reasonable legal fees) arising out of any claim by a third-party alleging that the Services infringe or misappropriate the intellectual property rights of that third-party. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify Client if such infringement or misappropriation claim arises from: (a) the Client Content or content from any User; (b) Client's or User's misuse of the Service; or (c) Client's or User's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Contractor may, in its sole discretion: (i) modify the Service so that it becomes non-infringing or (ii) obtain a license for Client to continue its use of the Service. The party seeking indemnification (the "Indemnified Party") shall provide the other party (the "Indemnifying Party") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defence of or investigation of any claim, suit or proceeding.
- 6.4 The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 2. The terms of this clause 6.4 shall survive termination of this Agreement for any reason.
- 6.5 Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity, 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.

- 6.6 Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- 6.7 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.
- 6.8 Save in respect of fraud, personal injury or death, the limit of each party's aggregate liability to the other under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed (300% of the annual recurring charges) of the Charges, regardless of the number of claims.

## **7. INSURANCES**

- 7.1 The Contractor shall effect and maintain for the duration of this Agreement at its own expense:
- 7.1.1 public liability insurance;
  - 7.1.2 employer's liability insurance;
  - 7.1.3 professional indemnity insurance; and
  - 7.1.4 cyber security insurance;
- in each case compliant with Clauses 7.2 and 7.3.
- 7.2 All insurances required to comply with Clause 7.1 shall be:
- 7.2.1 effected through brokers, and with insurers, in each case of recognised good standing (as such expression is generally recognised within the Irish insurance sector); and
  - 7.2.2 in the case of the insurance set out in Clause 7.1.1 above, effected on an 'occurrence basis'.
- 7.3 All insurances required to comply with this Clause 7 must be in an indemnity amount, for any claim or series of claims arising out of any one incident, of not less than the following amounts (or such other amounts as may for the time being and from time to time reasonably be specified by the Client to reflect current market practice):
- 7.3.1 in the case of public liability insurance, €6,500,000;
  - 7.3.2 in the case of employer's liability insurance, €13,000,000;
  - 7.3.3 in the case of professional indemnity insurance €1,000,000; and
  - 7.3.3 in the case of cyber security insurance, €602,000,000;
- 7.4 At least once every year during the continuance of this Agreement, and from time to time upon request, the Contractor shall provide to the Client written evidence in form and substance reasonably satisfactory, of compliance by the Contractor with its insurance obligations under this Clause 6. Without prejudice to the generality of the foregoing, the Contractor must promptly notify the Client of any material changes in any policies of insurance contemplated by this Clause 6 or circumstances affecting any such policies of

insurance. The Client may retain for reference, and permit access by its insurance and professional advisers to, a copy of each document provided to it pursuant to this Clause 7.

## **8. INTELLECTUAL PROPERTY**

- 8.1 As between Client and Contractor, the Contractor's IPR is, and shall at all times remain, the sole and exclusive property of Contractor. Client shall have no right to use, copy, distribute or create derivative works of the Contractor IPR except as expressly provided herein. Contractor shall have the right, in its sole discretion, to modify the Contractor IPR. "Contractor IPR" means: (a) the Service; (b) all improvements, changes, enhancements and components thereof not specifically designed and implemented by the Contractor at the request of the Client; (c) all other proprietary materials of Contractor and/or its licensors that are delivered, provided or used by Contractor in the course of providing the Service; and (d) all other intellectual property owned by Contractor and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.
- 8.2 The IPR in any improvements, changes, enhancements and components to the Services which are specifically designed and implemented by the Contractor at the request of the Client shall vest in the Client;
- 8.3 As between Contractor and Client, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by the Client and/or a User through the Service ("Client Content") remain the sole property of Client. Client Content shall be persistently stored by Contractor exclusively on servers located in Ireland or another member state of the European Union. Contractor may use the Client Content solely to provide and improve the Services in accordance with this Agreement or Client's instructions.
- 8.4 The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.
- 8.5 The Contractor has appointed XX ("Escrow Agent") as an escrow agent. The Contractor warrants that it will keep the version of the source code for the Software System held by the Escrow Agent up to date on a monthly basis. The Escrow Agent shall release the Software System source code immediately to the Client if it is proven by the Client that an Administrator, Receiver, Official Manager or Liquidator or equivalent is appointed to the Contractor. The Escrow Agent may, at its sole discretion, seek arbitration on the question of whether a direction provided by either party for release of the Software System source code and manuals is made invalid.

## **9. CONFIDENTIALITY**

- 9.1 Each of the Parties to this Agreement agrees to hold confidential all Confidential Information and shall not disclose same to any third party except to:-
- 9.1.1 its professional advisers subject to the provisions of this clause 8; or
- 9.1.2 as may be required by law; or
- 9.1.3 as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 9; or
- 9.1.4 in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- 9.2. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information.
- 9.3 The obligations in this clause 9 will not apply to any Confidential Information in the receiving Party's possession (with full right to disclose) before receiving it from the other Party, or which is or becomes public knowledge other than by breach of this clause, or is independently developed by the disclosing Party without access to or use of the Confidential Information, or is lawfully received by the disclosing Party from a third party (with full right to disclose).
- 9.4 The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- 9.5. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- 9.6 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 OGP and that the OGP

may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

- 9.7 The terms of this clause 9 shall survive expiry, completion or termination for whatever reason of this Agreement.

## **10. ASSIGNMENT & KEY PERSONNEL**

- 10.1 The Contractor may not assign, sub-contract or delegate any of its obligations, nor permit its subcontractors to further sub-contract or assign any obligations, under this Agreement without the prior written approval of the Client. Prior to any permitted assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.
- 10.2 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.
- 10.3 Where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the PAC Regulations apply to any subcontractor, the Client reserves the right to require the Contractor to immediately replace such subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the subcontractor and a requirement that the subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- 10.4 Subject to a party's obligations at law, any sub-contract of a party's rights or obligations under this agreement requires the prior written consent of the other part, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.
- 10.5 The Contractor undertakes and acknowledges that it is responsible for ensuring that all Key Personnel assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel. The Contractor shall promptly remove from the Key Personnel any person whose performance is advised by the Client to the Contractor as being unsatisfactory to the Contractor.

- 10.6 The Contractor shall keep accurate records and time sheets in respect of all time spent by its personnel in performing the Services and shall release copies of all such records to the Client whenever requested to do so;
- 10.7 The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

## **11. CONTRACT MANAGEMENT**

- 11.1 The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- 11.2 The Contractor agrees to:
- 11.2.1 liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
  - 11.2.2 maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
  - 11.2.3 comply with all reasonable directions of the Client;
  - 11.2.4 comply with the service levels and performance indicators set out in Schedule 7;
  - 11.2.5 update and upgrade the Services to take account of any changes to the applicable legislation at no additional charge.
- 11.3 The Client may at any time request a meeting with the Contractor to negotiate changes to the Services or the provision of additional Services. In the event that any variation or new services is agreed, then this shall be recorded in writing and signed by representatives of both parties. It is agreed that any such variation or new services will be provided on the same terms as those of this Agreement, save where expressly agreed otherwise.
- 11.4 If as a result of any information received, or inspection undertaken or following a review meeting or otherwise, the Client is of the opinion that the provision of the Services by the Contractor is not in accordance with this Agreement, the Client may give notice in writing to the Contractor specifying in reasonable detail the principal reasons why the Client believes that the Services are not being provided in accordance with this Agreement (the "Performance Notice") and, without prejudice to any other right or remedy which the Client may have in respect of such failure, the Client may request the Contractor to take such steps as may be necessary to ensure compliance with this Agreement within twenty

one (21) days of receipt of such notice or should shorter periods as may be reasonable in the circumstances. If the Contractor has not taken steps to comply with the requests set out in the Performance Notice within twenty one (21) days of receipt of the Performance Notice a meeting shall urgently be convened between the Parties' Contacts to discuss a resolution of any matter that has arisen. Thereafter, if the Contractor has not taken steps to the satisfaction of the Client to ensure compliance with this Agreement within twenty one (21) days of the date of any such meeting as aforesaid or such shorter period as may be reasonably specified by the Client depending on the nature of the service which has been interrupted or is not being supplied in accordance with the Agreement, the Client may (but shall be under no obligation to) by notice in writing to the Contractor terminate this Agreement. The Client shall not be liable to the Contractor for any loss of profit, contracts, goodwill, business opportunity or anticipated saving arising out of or in connection with any termination of this Agreement for any reason or any consequential loss or damage that may arise out of termination of this Agreement. Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of the Client in relation to any negligence, omission or default of the Contractor prior to termination. In the event of termination of this Agreement for any reason, the provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations.

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

## **12. DISPUTE RESOLUTION**

- 12.1 In the event of any dispute arising, the Parties shall first seek settlement of the as set out below;
- 12.2 The Dispute shall be referred as soon as practicable to the Contractor Contact and to the Client Contact respectively for discussion;
- 12.3 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.
- 12.4 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 the Irish Commercial Mediation Association to appoint a mediator.
- 12.5 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.

12.6 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.

12.7 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.

### **13. TERM AND TERMINATION**

13.1 This Agreement shall take effect on the Effective Date and shall expire on {five years from execution date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties. The Client reserves the right at its own discretion to extend the Term for twice for a two year period and by further one year period, such extension where permitted subject to the Client's obligations at law.

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

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

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

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

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

13.4 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.

13.5 On termination, if requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the

provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

- 13.6 On termination of this Agreement by the Client for any reason or an expiry of this Agreement, the Contractor shall comply with its obligations in Schedule 9 (Termination Assistance).

#### **14. DATA PROTECTION AND SECURITY**

- 14.1 The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- 14.2 The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule 10 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.
- 14.3 Without prejudice to the generality of clause 14.2, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
- 14.3.1 process that Personal Data only on the written instructions of the Client;
- 14.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 14.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 14.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained. Without prejudice to the foregoing:
- (i) if the Subprocessor processes any of Personal Data in, or transfers any of it to, a country or territory outside the European Union which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC (or any standard or model clauses or agreement replacing the same) (the Standard Contractual Clauses) with the Controller; and
- (ii) without prejudice to paragraph (a) above, if the Subprocessor is in the European Union but will transfer any Personal Data to a Subprocessor in, a country or territory outside the European Union (which, for these purposes, includes the United Kingdom, even if it is no

longer a member of the European Union) which does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, the Processor will first enter into the Standard Contractual Clauses with that Subprocessor on behalf of, and in the name of, the Data Controller;

- 14.4 The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- 14.5 The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- 14.6 The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- 14.7 The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- 14.8 The Contractor shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- 14.9 The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- 14.10 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- 14.11 The Contractor shall:-
  - 14.11.1 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;
  - 14.11.2 ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
  - 14.11.3 in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

A current list of Sub-processors as may be used for Processing Data is available to the Client. For the avoidance of doubt, the Contractor may continue to use those Sub-processors already engaged by the Contractor as at the Effective Date. The Contractor shall give the Client prior written notice of the appointment of any new Sub-processor, including details of the Processing to be undertaken by the Sub-processor. If, within five days of receipt of that notice, the Client notifies the Contractor in writing of any objections (on reasonable grounds) to the proposed appointment, the Contractor shall not appoint that proposed Sub-processor until reasonable steps have been taken to address the objections raised by the Client and the Client has been provided with a reasonable written explanation of the steps taken. If the Contractor is unable to address the reasonable objections of the Client, the Contractor shall terminate the portion of the Service that cannot be provided by the Contractor without the objected- to Sub-processor by providing written notice the Client

- 14.11.5 The provisions of this clause 14 shall survive termination and or expiry of this Agreement for any reason.

## **15. FORCE MAJEURE**

- 15.1 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.

- 15.2 If the Force Majeure Event continues for 21 calendar days either Party may terminate at 14 days notice.
- 15.3 In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

## **16. NOTICES**

- 16.1 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 15.

- 16.2 All notices shall be deemed to have been served as follows:
- 16.2.1 if personally delivered, at the time of delivery;
  - 16.2.2 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
- 16.3 if communicated by email, on the next calendar day following transmission.
- 16.4 For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

## **17 ENTIRE AGREEMENT**

- 17.1 This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.
- 17.2 All amendments and modifications to this Agreement including any additional agreements and notices pursuant to this Agreement shall require the written form duly signed for and on behalf of each of the Parties. Unless expressly so agreed or introduced, no such modification or variation shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or Liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
- 17.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## **18 SEVERABILITY**

- 18.1 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.

## **19 WAIVER**

- 19.1 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.

## **20 NON-EXCLUSIVITY**

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

## **21 MEDIA**

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

## **22 CONFLICTS, REGISTERABLE INTERESTS AND CORRUPT GIFTS**

- 22.1 The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- 22.2 Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- 22.3 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 Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

## **23. ACCESS TO PREMISES**

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

premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

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

## **24 EQUIPMENT**

- 24.1 The Contractor shall provide all Equipment and materials necessary for the provision of the Services.
- 24.2 All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- 24.3 The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- 24.4 The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- 24.4.1 remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
- 24.4.2 replace such item with a suitable substitute item of Equipment.
- 24.5 On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## **25 NON-SOLICITATION**

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

## **26. NO PARTNERSHIP**

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

**27. JURISDICTION**

- 27.1 This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, are governed by and shall be construed in accordance with the laws of Ireland. Save as provided, in Clause 11 (Dispute Settlement), the Irish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the Parties submit to the exclusive jurisdiction of the Irish courts for that purpose.

**EXECUTION PAGE**

SIGNED for and on behalf of the Client

---

(being a duly authorised officer)

Witness

PRESENT when the common seal of  
The Contractor was affixed hereto:-

**SCHEDULE 1**

**REQUEST FOR TENDER**

## **SCHEDULE 2**

### **THE SUBMISSION**

### **SCHEDULE 3**

#### **IMPLEMENTATION**

*FOR INSERTION:-*

*Specification of services to be provided by contractor in set up of the system, to include time lines for delivery, key personnel, retention of worklogs with right to inspect same, and provision for acceptance testing by client.*

**SCHEDULE 4**

**SOFTWARE SYSTEM**

*FOR INSERTION:-*

*Description of Software System and nature of the licence to use same*

**SCHEDULE 5**

**CLOUD SERVICES**

*FOR INSERTION:-*

*Description of Cloud Services*

**SCHEDULE 6**

**SUPPORT SERVICES**

*FOR INSERTION:-*

*Details of ongoing support and maintenance and key personnel*

**SCHEDULE 7**

**SERVICE LEVEL AGREEMENT**

*FOR INSERTION:-*

*Guarantees as to uptime, service credits, the details of response time and levels of assistance*

## SCHEDULE 8

### PAYMENT

#### FOR INSERTION:-

*Breakdown of manner in which payment is to be made in respect of each of the services detailed in Schedules 3 to 6. In respect of Schedule 3, this will include amount to be paid if delivered on time, amount to be paid if overdue, time-lines for payment both for on time and late deliverables, and period (60 days provided no defect identified) and template Purchase Order.*

#### **Template provisions relating to payment for Professional Service Charges for completion of Work Packages**

##### Definitions

In this Schedule, the follow terms shall have the following meanings:-

“Backstop Date” shall mean the date which is 10% greater than the amount of days from the Starting Date to the Estimated Completion Date, rounded up to the nearest whole day;

“Completion” shall mean the completion of the Testing and Acceptance procedures to the satisfaction of the Client;

“Defect” shall mean a failure of the Software System to perform one of the functions specified in the RFT, as determined by the Client acting reasonably;

“Defects Period” shall mean the period up to the date which is 60 days after the date of Completion;

“Estimated Completion Date” shall mean the date estimated for completion of a Work Package, as specified in the Submission;

“Liquidated Damages” shall mean a sum equivalent to twenty per cent (20%) of the Charges due in respect of a Work Package;

“Starting Date” shall mean the date on which the Contractor is due to commence a Work Package;

“Time-Line” shall mean the dates for commencement and completion of each Work Package, as specified in Schedule 3;

“Work Package” shall mean each discrete parcel of the implementation works, as specified in Schedule 3 of this Agreement;

1. The Contractor shall set the Starting Date for each Work Package, giving the Client at least 10 working days' notice, or any shorter period the Client may agree. The Starting Date for each Work Package shall, unless otherwise agreed, be in accordance with the Time-Line;
2. On the Starting Date, the Contractor shall commence work on the relevant Work Package. The Contractor shall, unless the Client directs otherwise, proceed regularly and diligently in order to achieve Completion of the Work Package by the Estimated Completion Date.
3. If Completion of a Work Package has been, is being or will be delayed beyond the Estimated Completion Date and if the delay is not a result of the Contractor's act or omission or the Contractor's breach of this Agreement, then there shall be an extension to the Estimated Completion Date, equal to the amount of the delay, as determined by the Client, acting reasonably.
4. Upon fulfilment of a Work Package, the Contractor shall issue a Certificate to this effect to the Client, whereupon the Client shall be entitled to test the Work Package in accordance with the Testing and Acceptance procedures.
5. Upon Completion, the Contractor shall be entitled to invoice the Client in respect of the Charges due for that Work Package;
6. If a Work Package does not reach Completion by the Estimated Completion Date, the Contractor shall pay the Client, or the Client may deduct from payments to the Contractor, the Liquidated Damages on a daily pro rata basis for each day during the period from the Estimated Completion Date to the date of actual Completion of the Work Package.
7. If a Work Package does not reach Completion by the Backstop Date, then in addition to the Liquidated Damages, the Contractor shall pay the Client, or the Client may deduct from payments to the Contractor, such further sums as are required to compensate the Client for the failure of the Contractor to deliver the Work Package by the Backstop Date.
8. There shall be deducted from each payment to the Contractor the retention percentage of 10%.
9. After the Defects Period has elapsed, the Contractor shall be entitled to invoice the Client for the amount so retained.
10. The Client shall pay the Contractor the retained amount provided that no Defect in the Work Package has been identified.
11. In the event that the Client identifies a Defect, then it shall immediately notify the Contractor of same and direct the Contractor to correct the Defect. The Contractor shall comply with any direction under this clause within the reasonable times, if any, the Client directs. If the Contractor fails to begin the work required to comply with the direction within the reasonable time directed, if any, or to complete it as soon as practicable, the Client may have the work done by others and the Contractor shall, on request, pay the Client its cost of doing so.

12. In the event that the Contractor does not correct the Defect within 20 days of being notified, then the retained amount shall be forfeited and released absolutely to the Client and the Contractor shall have no further claim in respect of payment for that Work Package. Any such forfeiture shall be without prejudice to the Client's other rights or remedies.
  
13. The payments to the Contractor under this clause are for compliance in full with the Contractor's obligations to the time of payment. When the Contractor has not fully complied with its obligations, the Client is not required to make payment in full, without prejudice to its other rights or remedies.

## SCHEDULE 9

### TERMINATION ASSISTANCE

1. For the purposes of this Schedule 9 the "Termination Assistance Period" shall mean the period commencing not later than three (3) months prior to the expiry of the Term of this Agreement or the date of a termination notice served pursuant to this Agreement and shall continue for three (3) months after that date unless otherwise specified in a Termination Assistance plan unless otherwise agreed with the Client.
2. The Contractor should produce to provide a draft Termination Assistance Plan to the Client not less than ninety (90) days following a request from the Client.
3. During the Termination Assistance Period, the Contractor shall:
  - 3.1 continue to provide the Client at no additional cost to the client with the Services without interruption or adverse effect; and
  - 3.2 provide the Services and do all things necessary in order to successfully transition or wind down the relevant Services including the following:
    - a) comply with any Termination Assistance Plan;
    - b) ensure that all subcontractors comply with the termination assistance plan and this Schedule 9;
    - c) provide reports on the status and conduct of the Termination Assistance to the client on request.
    - d) to assist the Client with the export of data.
4. The Client is not liable to pay for Termination Assistance.

