



Trinity College Dublin
Coláiste na Tríonóide, Baile Átha Cliath
The University of Dublin



University College Dublin
An Coláiste Ollscoile,
Baile Átha Cliath

Invitation to Tender

Open Procedure

Multi-Party Framework Agreement

for

THE PROVISION OF PERSONAL ASSISTANTS (PAs) and NOTETAKERS

TO

**TRINITY COLLEGE DUBLIN (TCD), THE UNIVERSITY OF DUBLIN and
UNIVERSITY COLLEGE DUBLIN (UCD)**

Ref: TCD-26-C2493



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Important Notice

This Invitation to Tender Document has been prepared for the purpose of providing information to parties interested in participating in the tender process ("**Tenderers**") for the Provision of Personal Assistant (Pas) and NoteTaker services to Trinity College Dublin and University College.

In no circumstances shall the Contracting Authorities, its advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Invitation to Tender Document, or the tender procedure.

This Invitation to Tender Document is being made available to Tenderers on the terms set out in this Invitation to Tender Document. This Invitation to Tender Document is not being distributed to the public nor has it been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning and shall observe any applicable legal requirements.

This Invitation to Tender Document is a summary of available information and no reliance shall be placed on any information or statements contained in this Invitation to Tender Document, and no representation or warranty, express or implied, is or will be made in relation to such information and no liability is or will be accepted by the Contracting Authority, its advisers, consultants, contractors, servants and/or agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.

The information contained in this Invitation to Tender Document does not purport to be comprehensive nor to have been independently verified. Nothing in this Invitation to Tender Document shall be construed as legal, financial or tax advice.

The Contracting Authorities reserves the right to amend this Invitation to Tender Document and any information contained herein at any time by notice, in writing, to Tenderers.

None of the information set out herein will constitute a contract, or part of a contract, or an offer to enter into a contract, between the Contracting Authority and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to the Contracting Authority's ultimate decision in relation to the establishment of the framework agreement or award of any contract for the Services. (the "**Contract**").

Where the successful tenderer is a company registered elsewhere than Ireland, it may be required to provide a legal opinion in such form and content as required by the Contracting Authority.



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The Contracting Authority's reserves the right at any time to take such steps as it considers appropriate in respect of the tender process, which may include (but are not limited to):

- To change the basis of, or the procedures (including the timetable) relating to, the tender process.
- To reject any, or all, of the responses submitted.
- Not to invite a Tenderer to proceed further.
- Not to furnish a Tenderer with additional information; or
- To cancel the tender process.

In this Invitation to Tender Document, except where otherwise specified:

- Words in any gender shall include all genders.
- Words in the singular include the plural and vice versa.
- Words importing individuals shall also include reference to incorporated and unincorporated associations and vice versa.
- References to a day mean a calendar day.
- References to any statute or statutory provision shall be construed as references to the same as it may have been or may from time to time be amended, modified or re-enacted.

This Invitation to Tender Document provides Tenderers with general information regarding the contracting authority's requirements and provides a description of the tender process. Tenderers who, having read this document, are interested in participating in the tender process should submit a response to this Invitation to Tender Document in accordance with the instructions set out herein.

The purpose of the Invitation to Tender Document is to provide potential Tenderers with the information that they need to decide whether or not to participate in this process and to set out the process through which Tenderers will be assessed for inclusion on the framework agreement.

Neither Trinity nor the Contracting Authority gives any warranty or representation as to the accuracy or completeness of the information and shall not be liable for any errors or omissions.



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Part 1: Introduction and Background

1.1 The Contracting Authority's

Trinity College Dublin, the University of Dublin ("Trinity") and University College Dublin ("UCD") are Ireland's leading university. Further information on Trinity and UCD can be found on the websites – www.tcd.ie and www.ucd.ie

1.2 About the Contracting Authorities

At **Trinity College Dublin**, the University of Dublin we provide a liberal environment where independence of thought is highly valued and all are encouraged to achieve their potential. We promote a diverse, interdisciplinary, inclusive environment which nurtures ground-breaking research, innovation, and creativity through engaging with issues of global significance.

Located in a beautiful campus in the heart of Dublin's city centre, Trinity is Ireland's highest ranked university. It is home to 18,000 undergraduate and postgraduate students across all the major disciplines in the arts and humanities, and in business, law, engineering, science, and health sciences. Trinity's tradition of independent intellectual inquiry has produced some of the world's finest, most original minds including the writers Oscar Wilde and Samuel Beckett (Nobel laureate), the scientists William Rowan Hamilton and Ernest Walton (Nobel laureate), the political thinker Edmund Burke, and the former President of Ireland and UNHCR Mary Robinson. This tradition finds expression today in a campus culture of scholarship, innovation, creativity, entrepreneurship and dedication to societal reform.

University College Dublin (UCD) is a dynamic, modern University and is the largest University in Ireland with six Colleges and thirty-seven Schools offering a comprehensive range of undergraduate and postgraduate programmes. Its student population is over 33,000, including almost 8,000 international students based in the Dublin campus and almost 5,000 students based in overseas facilities. Approximately 31% of the student body is engaged in postgraduate study and research. UCD is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally. UCD is also a major employer with 3,700 personnel (full-time and part-time). The current university Strategic Plan 2020 to 2024 – Rising to the Future, provides considerable additional detail about the ambition of the university <http://www.ucd.ie/about-ucd/>

This is a joint tender between UCD, Support Services to Access and Lifelong Learning along with Trinity College Disability Service (and Disability to the associated College of Trinity – Marino Institute of Education). These services will be available to all enrolled students, staff and for any events that may take place on either campus.

In UCD Access and Lifelong Learning, we are committed to creating an inclusive, equitable learning experience for every student. From that first question of "Is University for me?" Right through to graduate employment opportunities, we are here for students on every step of their journey.

On our website you will find out about routes to studying in UCD, student supports such as disability support, scholarships, and financial assistance, and our University for All initiative – www.ucd.ie/all/

This process will be awarded under two (2) lots as listed below;

Lot 1. Provision of Personal Assistants (PAs)

Lot 2. Note Taking services



1.3 Specifications of requirements

The Contracting Authorities intend to establish a framework agreement with five suitably-qualified and experienced organisation who can supply personal assistants / education support workers to assist UCD and TCD's student population when required. The framework agreement will operate under the cascade method whereby the highest scoring successful framework member shall be approached for the initial requirement and if they cannot fulfil the requirement, the next highest ranked successful tenderer will be approached and so on until the requirement is fulfilled. The ability to provide resources will be strictly monitored and organisations who continually fail to provide the necessary resources in more than three instances will be excluded from the framework agreement.

Scope of Requirements – Lot 1 Provision of Personal Assistants (PAs)

UCD and TCD each have their own Access and Lifelong Learning Departments to support students with a disability or significant ongoing illness. Each University in their own right will be the point of contact for this Framework Agreement. They are responsible for providing access to this service to the students.

1.3.1 Service Specification – Personal Assistant (PA)

The following services will be required from the successful framework members:

- The services will be provided for a number of students at any time during the academic year (Sept to May) Monday to Saturday from 8 am until 6 pm. However, support may be needed during the summer period as well for other occasions such as examinations resits or first year orientation week.
- Exact service provision times required on site may be altered subject to discussion and prior agreement e.g. the service may require occasional out of hour support for example one off lectures
- Timetables may change on a six- weekly basis and no penalty may be incurred of any changes that arise due to timetable rescheduling
- The number of students using this service will vary from year to year. Access and Lifelong Learning will endeavour to confirm the exact number of students who will need PA support in September however, as we register students throughout the academic year there may be some changes. On average, one to four Pas will be required on a week-to-week basis. They may have responsibility for multiple students in a given week, but this is subject to change based on student needs.
- If it is not possible to place a PA or a PA is unable to attend a class and no replacement is available, the service provider will be responsible for the provision of notes made retrospectively from a recording provided by the student. The service provider will liaise with the student directly to arrange obtaining the recording and providing the notes. Flexibility around file sharing platforms may be required



1.3.2 Provide Responsibilities

1. The successful service provider must work with each student to devise a care plan for the student for the academic year. All PAs who work with a student must be familiar with the specific care plan for each student that they may be assigned to
2. A care plan can be reviewed at the request of the student, their Disability Advisor or the PA.
3. The successful provider will be required to liaise with the Student and Disability Advisor in relation to selecting and matching PAs to individual student needs
4. The successful provider must provide a reliable service, and must adhere to the timetable provided to them by the Access Disability Support
5. Personal Assistants must provide their own transport to and from the University for the delivery of the service at their own expense.
6. Parking costs at the Universities is at the expense of the PA.
7. PAs must have excellent interpersonal and communication skills and the ability to assist students with respect and sensitivity at all times.
8. PAs must respect confidentiality at all times and carry out their duties in a strictly professional manner
9. The successful provider will be responsible for the monitoring of hours provided and the submission of accurate timesheets attached to invoices.

1.3.3 Training Support provided to PAs

1. The successful provider must provide PAs with all up to date relevant qualifications necessary to undertake the duties of a PA including adherence to Health and Safety standards
2. All PAs will be required to complete free online Disability Equality training with the National Disability Authority as well as any other training that may be identified as appropriate by Access and Lifelong Learning at the providers expense
3. PAs must be adequately trained to use hoists for example
4. The successful service provider is expected to ensure that all PAs provided will be given specific instructions in relation to the review and use of these care plans
5. No PA shall be permitted to support a student if they are not familiar with the campus layout and its facilities of the care plan for the student to whom they have been assigned.
6. The successful service provider is expected to ensure that all PAs provided will be informed as to appropriate boundaries and communication with the students they are supporting

1.3.4 Essential Requirements

1. Providers are expected to have sufficient back up in place in the event of planned and unexpected leave
2. Providers should note there may be times when students need to call for additional assistance at short notice i.e. 24 hours and flexibility is required in that regard
3. PAs must comply with the DSS and ESW guidelines as set out by the DAWN (Disability Advisors Working Network) colleges https://ahead.ie/ra_appendis_educationalsupportworker



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4. PAs must be garda vetted by the service provider and proof of same should be provided at request
5. Identify and account manager that would be allocated to dealing with individual requirements, detailing their expertise and outlining how continuity would be maintained in the event of the original account manager be unavailable for whatever reason
6. An escalation procedure should be provide in the tenderer's response detailing how complaints would be successfully handled and resolved for this account

1.3.5 Account Management Support

To ensure the efficient delivery of the service and the prompt resolution of any issues arising in relation to the Framework, the Framework members shall

1. Nominate a Contract Manager who will be responsible for ensuring the delivery of a quality service throughout the duration of the framework and who will act as liaison person with each University. The contract manager must have the necessary authority to take decisions and deal directly with all matters relating to this framework agreement and any contract awarded pursuant to the establishment of the framework
2. Nominate a deputy contract manager to ensure that there is a point of contact at all times and that any issues which may arise are resolved in a timely manner. Attend, free of charge a meeting/s as and when required in order to review the performance the overall relationship

Full specifications and requirements for this initial contract can be found in document; ***Scope of Service Personal Assistants (PAs) – TCD-26-C2493***

Scope of Requirements – Lot 2 Provision of NoteTaker services

UCD and TCD each have their own Access and Lifelong Learning Departments to support students with a disability or significant ongoing illness. Each University in their own right will be the point of contact for this Framework Agreement. They are responsible for providing access to this service to the students.

1.3.6 Service Specification - Notetakers

Tenderers must be able to supply persons to work in the University as a Notetaker. A Notetaker may be required to carry out the following tasks:

- To record accurate and detailed notes on content delivered in lectures or other oral presentations for a student.
- Notetakers should be able to record notes quickly and accurately, have legible writing and/or proficient typing skills as well as good spelling and grammar.



The resources provided to take notes must have at a minimum the following competencies:

- Excellent interpersonal and communication skills.
- Sensitivity, confidentiality and respect for the privacy of the student at all times.
- A good working knowledge of Microsoft Word, Excel, PowerPoint, Email and Internet.
- Ability to supply the notes within 24 hours of the assignment

1.3.7 Provider Responsibilities

The successful service provider(s) will be responsible for the full management of the service. The tender response should specifically outline how the service provider(s) will meet each of the following requirements/ responsibilities:

- The successful service provider(s) will be responsible for interviewing and recruiting Notetakers.
- The successful service provider(s) will be responsible for obtaining Garda Clearances for Notetakers.
- Notetakers will require to always have in their possession a form of identification showing clearly the organisation they represent in the event that a lecturer or student requests it,
- Suitable candidates must be available throughout the academic year. The successful service provider(s) will be responsible for ensuring that Notetakers are fully aware of their obligations under Data Protection legislation. The tender should specifically outline the measures in place to ensure compliance with Data Protection legislation.
- The successful service provider(s) is required to anticipate demand so that Notetakers are in place for the start of the academic year.
- The successful service provider(s) is required to outline in their tender submission their recruitment and selection process, including the level of education required, key skills/ competencies required to provide support, process for matching Notetakers to individual student needs, and performance management through the initial trial/ probationary period. For some courses, it may be necessary to have a background or expertise in the discipline.
- The successful service provider(s) will be responsible for providing appropriate training, managing the initial trial and induction period with the University, and reviewing, managing and reporting on performance of staff.



- The successful service provider(s) will be responsible for providing the materials/ equipment/ technology required for the role (i.e. a laptop for taking lecture notes).
- The successful service provider(s) will be responsible for confirming notetaking requirements with students and liaising directly with students in relation to notetaking arrangements.
- The successful service provider(s) will be responsible for providing cover in the event of absences/ cancellations. The tender response should include the arrangements that will be put in place if a Notetaker is unable to provide support on any particular day.
- The successful service provider(s) will be responsible for providing relevant data on the service in addition to monitoring, evaluating and reporting on the service. The tender response should specifically outline quality assurance procedures and how the service will be reported on.
- The successful service provider(s) will be responsible for monitoring working hours of Notetakers.
- The successful service provider(s) will regularly review and amend the service provided depending on the students need.
- The successful service provider(s) will be required to investigate and report on any complaints in relation to the service provided.
- Compliance with all the standards as regards health and safety, welfare, quality assurance and analytical protocols is expected.
- It is acknowledged that each Tenderer's service proposal may differ from these specifications. Therefore, individual specifications may suggest variants where appropriate. It is required, however, that, whenever a variance from these specifications occurs, the proposed service must meet or exceed the specified characteristics or level of performance.

1.3.9 Account Management Support

To ensure the efficient delivery of the service and the prompt resolution of any issues arising in relation to the Framework, the Framework members shall

3. Nominate a Contract Manager who will be responsible for ensuring the delivery of a quality service throughout the duration of the framework and who will act as liaison person with each University. The contract manager must have the necessary authority to take decisions and deal directly with all matters relating to this framework agreement and any contract awarded pursuant to the establishment of the framework



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4. Nominate a deputy contract manager to ensure that there is a point of contact at all times and that any issues which may arise are resolved in a timely manner. Attend, free of charge a meeting/s as and when required in order to review the performance the overall relationship.

Full specifications and requirements for this initial contract can be found in document; ***Scope of Service NoteTaker Services – TCD-26-C2493***



Part 2: Procurement Process

Trinity College Dublin will employ an Open Procedure for the award of this framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment to the framework agreement. In the first instance, the Tender Responses will be assessed against the selection criteria as set out in Section 5.2 of this document. Tenderers meeting the requirements under the selection criteria will then be assessed against the award criteria, rules and weightings contained in Section 6 of this document. The tenderer identified as the most economically (will be price quality mix) advantageous tenderer when assessed against the award criteria will be offered a place on the framework.

Multi Party Framework

A Multi-party Framework Agreement constitutes a means of establishing the overall terms and conditions under which individual contracts may be awarded during the term of the framework. The Contracting Authority has set out, in a separate document, the framework terms and conditions governing the operation of this Multi-party Framework Agreement. These framework terms and conditions detail the procedures by which individual contracts will be awarded.

Following completion of the evaluation process, the top five (5) ranked Tenderers, subject to meeting all mandatory requirements and achieving the required minimum scores (where applicable), will be appointed to the Framework Agreement. Individual contracts will subsequently be awarded in accordance with the drawdown procedures set out in the framework terms and conditions.

It is emphasised that the framework agreement constitutes no guarantee to purchase services from a particular economic operator. Indeed, the Contracting Authorities reserve the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach for this requirement in order to leverage efficiencies and maximise cost savings over a four-year period

Award to Runner-up

In the event that, following the establishment of this framework agreement, a successful framework member cannot, for whatever reason, execute the framework agreement or any contract awarded under it to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award membership of the agreement to the next highest-ranked tenderer emerging from this competitive process. This right may be availed of at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

Duration of Framework Agreement

This framework agreement will have a maximum potential duration of four (4) years. In the event that, following the award of this Multi-party framework agreement, any member selected for inclusion in the framework, cannot for whatever reason, deliver the services required to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award a place on the framework to the next highest-ranked tenderer emerging from this competitive process at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.



Termination

Once established, there is no obligation upon the Contracting Authority to utilise this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions. The framework agreement terms and conditions are included in the tender document set.

Timelines

The table below outlines the projected timeline for the procurement process. Please note, the dates outlined are for guidance purposes only and the Contracting Authority reserves the right to adjust these dates at any point during the procurement process.

Call for Competition	July 2026
Receipt of Tender Submissions	August 2026
Evaluate Tenders	August 2026
Recommendation / Approval	August/September 2026
Contract Award	September 2026

Table 1: Projected Procurement Timelines



Part 3: General Conditions

3.1 Consortia

Tender Responses may be submitted by groups of companies (a consortium) or individually. Should a consortium be placed on the framework, each company in the consortium shall be jointly and severally liable to the Contracting Authority for the fulfilment of the terms of any contract awarded under the framework agreement. Tender Responses should make clear which companies are proposed to be members of the consortium and which are to be sub-contractors. Any change in relation to consortia and sub-contracting after the Tenderer has submitted its Tender Response must be notified to the Contracting Authority. Tenderers should note that such changes may result in disqualification of that group.

In the case of a consortium, the Tender Response must be submitted as a single integrated application which will be evaluated and marked as a single application. The entity/person who will deal with all matters relating to this Competition and who will carry overall responsibility for the performance of the services (the “Prime Contractor”) must be identified. Please note that the Contracting Authority will only deal with the Prime Contractor regarding all matters related to this Competition. Relevant information must also be provided in respect of (a) consortium members and (b) sub-contractors who will play a significant role in the delivery of the services. Similarly, information should also be provided in respect of any other organisation upon whose resources or capacities the Tenderer proposes to rely.

3.2 Confidentiality

All documents issued and information given to the Tenderer shall be treated as confidential by the Tenderer and by any third parties (including sub-contractors) engaged or consulted by the Tenderer. Tenderers shall not release details of the Invitation to Tender Document, or any other documents provided to Tenderers as part of this Competition other than on an “In Confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Tenders.

Tenderers shall not at any time release information concerning the Invitation to Tender Document and/or the documentation provided to them as part of this Competition for publication in the press or on radio, television, screen or any other medium.

Tenderers may be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.

3.3 Tendering Costs

Tenderers shall bear all costs associated with their participation in this Competition including, but not limited to, the preparation and submission of their Tender Response and the Contracting Authority shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the Competition and whether or not the Competition is cancelled or postponed.



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3.4 Publicity

The Tenderer should note that the Contracting Authority shall publish the name of the successful tenderer being placed on the framework.

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

3.5 Conflict of Interest

Any actual, potential or perceived conflict of interest involving a Tenderer (whether by reason of the Tenderer having or having had a role in the Contracting Authority or Trinity in relation to the framework agreement or by reason of the Tenderer having or having had an interest in another Tenderer or another Tenderer having or having had an interest in the Tenderer) must be fully disclosed in writing to the Contracting Authority and on an on-going basis throughout the Competition as soon as it becomes apparent. The Contracting Authority reserves the right to raise conflict of interest issues with Tenderers.

Where the Contracting Authority considers that the situation does not give rise to a conflict of interest or that the conflict of interest is not material it will permit the situation to continue.

Where the Contracting Authority considers that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the Contracting Authority and the Tenderer and the Contracting Authority being fully satisfied that those safeguards have been put in place and will be complied with.

Where the Contracting Authority considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Tenderer from the Competition, the Contracting Authority shall exclude the Tenderer.

Any registrable interest involving the Tenderer or their relatives and the Contracting Authority (or Trinity) must be fully disclosed in the Tender or must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer, in the event of this information only coming to the Tenderer's notice after the submission of a Tender and prior to the conclusion of the framework agreement/contract. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995 and 2001. 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 process or terminating any Agreement entered into by a Tenderer.



3.6 Non-Compliant Tender Responses

If a Tenderer fails to comply in any respect with the requirements set out in this Invitation to Tender Document, the Contracting Authority shall be entitled (but shall not be obliged) to take such action as it considers appropriate, including (but not limited to):

- (a) rejecting the relevant Tender Response as non-compliant.
- (b) without prejudice to the Contracting Authority's right to reject the Tender Response:
 - (i) meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender Response; and/or
 - (ii) requesting the Tenderer to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form.
 - (iii) waiving a requirement which, in the Contracting Authority's opinion is minor, procedural or non-material; and/or
 - (iv) negotiating an amendment and/or change to the relevant requirements of the Tender Document and inviting Tenderers to adjust their Tender Response on the basis of such revised requirement,

provided however that no amendment and/or change to a requirement of the Invitation to Tender Document shall be permitted if, in the opinion of the Contracting Authority, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Contracting Authority's requirements.

3.7 Anti-Competitive Conduct

Tenderers' particular attention is drawn to the application of Article 101 of the Treaty on the Functioning of the European Union (TFEU) and to the application of the Competition Act 2002 which makes it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Should the Contracting Authority become aware of direct or indirect communications through trade associations or otherwise between Tenderers relating to the framework agreement/contract conditions or which might facilitate price collusion it shall be the policy of the Contracting Authority to disqualify such Tenderers and to notify the matter to the Competition Authority with the recommendation that action be taken against such Tenderers.

3.8 Freedom of Information

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.

Tenderers are asked to consider if any of the information supplied by them in their Tender Responses 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



Response containing such information and specify the reasons for its commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender Response 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 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.

3.9 Canvassing

Tenderers must not canvass directly or indirectly any member of the Contracting Authority or Trinity, officer or employee of the Contracting Authority or Trinity, their advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the process.

Tenderers who endeavour to influence or interfere in any way with the tender evaluation process shall have their Tender Response rejected. Any Tenderer who, in connection with this tender stage:

- a) Offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or Trinity or any person acting as an advisor for the Contracting Authority or Trinity in connection with this framework agreement; or
- b) Does anything which would constitute a breach of the Criminal Justice (Corruption Offences), Act 2018; or
- c) Canvasses any of the persons referred to in paragraph (a) in connection with this Agreement; or
- d) Contacts any officer or employee of the Contracting Authority or Trinity prior to the framework agreement being awarded or about any aspect of this framework agreement in a manner not permitted by this Invitation to Tender Document.

may be disqualified without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

3.10 Copyright

The copyright in this Invitation to Tender Document is vested in the Contracting Authority and may not be reproduced, copied or stored in any medium without the prior written consent of the Contracting Authority. The Invitation to Tender Document and any document issued supplemental to the Invitation to Tender Document are and shall remain the property of the Contracting Authority and must be returned upon demand.



3.11 Data Protection

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Data Protection Acts 1988-2018 (together the “Data Protection Legislation”)) in respect of any Personal Data (where Personal Data has the meaning given under Data Protection Legislation) required to be provided by the Tenderer in response to this Invitation to Tender Document.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender Response, is required to confirm that all Data Subjects (where Data Subject has the meaning given under Data Protection Legislation) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer and the Contracting Authority 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.

A copy of the Contracting Authority’s privacy notice is provided at Appendix 2.

3.12 Tax Clearance Certificate

It will be a condition of the framework agreement awarded pursuant to this Competition that the successful tenderers (or if the successful tenderer is a consortium, each member of the consortium) shall for the term of the framework agreement comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie under “What can I do online”, “Tax Clearance” for further information. Prior to the award of the framework agreement arising out of this Competition, the successful tenderers 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.

Tenderers with their registered office outside of Ireland shall also provide evidence that they are compliant with their own national tax laws.

3.13 Insurance

It shall be a condition of the award of the Contract under the framework agreement that the successful tenderer shall have in place insurance which meets the requirements of the Competition.

3.14 Language

All information requested must be provided in the English or the Irish language or be accompanied by an English or Irish translation.

3.15 Applicable Law

The laws of Ireland shall apply to this Competition and the Competition shall be subject to the exclusive jurisdiction of the Irish courts.



Part 4: Instructions to Tenderers

4.1 General Instructions

Tenderers are required to submit a response which comprises the following:

- (a) A completed electronic version of the European Single Procurement Document (the “eESPD”) (see Tender Response Document). 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 Section 5.2 below.
- (b) a completed Conflict of Interest Declaration in the form provided in the Tender Response Document; and
- (c) a response to each of the Selection Criteria listed at Section 5.2 below; and
- (d) a response to the Award Criteria as set out in Section 6 of this document.

Tenderer should note that a Tender Response Document is provided with templates to assist with the submission of a tender response. Tenderers must use the Tender Response Document when submitting a Tender Response.

Tenderers are required to conform to and comply with all instructions and requirements set out in this Invitation to Tender Document.

Without prejudice to the generality of this Section 4.1, failure to comply with Section 4.2 or 4.4 will render the Tenderer’s Tender Response non-compliant and it will be rejected.

In the first instance, the Tender Responses will be assessed against the selection criteria as set out in Section 5.2 of this document. Tenderers meeting the requirements under the selection criteria will then be assessed against the award criteria, rules and weightings contained in Section 6 of this document. The top three ranked tenderers following assessment against the award criteria will be offered a place on the framework.

4.2 Submission of Tender Responses

Tender Responses must be submitted to the Contracting Authority through the electronic post-box available at www.etenders.gov.ie. **Please note Tender Responses submitted through any other means (including but not limited to by email, fax, post or hand delivery) may be rejected. Tender Responses received late will not be accepted.** For further information on using the eTenders post-box, please see Appendix 1.



4.3 Number of Tender Responses

Each Tenderer is limited to submitting one Tender Response in its own capacity and one Tender Response as part of a consortium. Where a Tenderer submits one Tender Response in its own capacity and one Tender Response as part of a consortium, a statement must be provided with its Tender Response confirming that the consortium is aware of the fact that the particular member is also submitting its own Tender Response. The Contracting Authority, at its sole discretion, reserves the right to require an entity participating in more than one Tender Response to take such steps as are necessary to ensure effective competition or to mitigate the risk of a conflict of interest which may extend to a requirement that the entity withdraw from one Tender Response.

4.4 Deadline for Receipt of Tender Response

The deadline for receipt of a Tender Response is **Friday, August 21st, 2026 @ 14:00hrs (the “Tender Submission Deadline”)**.

The Contracting Authority may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified to Tenderers in writing.

4.5 Clarifications and Queries

Any queries relating to any aspect of this Competition or of this Tender Document must be raised in writing as soon as possible and in any case not later than **Tuesday August 11th, 2026 @ 14:00hrs**, through the messaging facility on www.etenders.gov.ie.

In order to receive all responses to queries and other updates in relation to this Competition, Tenderers should ensure that they register their interest in this Competition on www.etenders.gov.ie.

The Contracting Authority reserves the right to update, delete, vary, extend or alter this Invitation to Tender Document and the information and documents contained herein by notice in writing to Tenderers.

Any modification to the Invitation to Tender Document shall be issued at least five (5) working days before the Submission Deadline as identified at Section 4.4 above and shall be issued as an addendum to and shall be deemed to constitute part of the Invitation to Tender Document. If necessary, the Contracting Authority shall revise the Submission Deadline in order to comply with this timeline.



Part 5: Selection Criteria

5.1 Compliant Tender Responses

Only those Tenderers who have:

- (a) Declared by way of eESPD?? Is this needed 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 they can provide evidence to the effect that measures taken by them are sufficient to demonstrate their reliability despite the existence of any such relevant exclusion ground, and
- (b) Declared by way of the eESPD that they satisfy the Minimum Criteria for Participation for this Competition,

will be evaluated in accordance with the Selection Criteria as set out at Section 5.2 and Section 5.3 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, sub-contractors) for the purpose of fulfilling any of the selection criteria it must ensure that such entity:

- (a) Completes and submits a separate eESPD in respect of each such entity; and
- (b) 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 intends to sub-contract any share of the Contract to a sub-contractor but is not relying on the capacity of such a sub-contractor for the purpose of fulfilling any of the selection criteria, it must ensure that each such sub-contractor completes and submits those sections of the eESPD as specified in section 2.D of the eESPD for this Competition.

However, notwithstanding anything to the contrary in this Section 5.1, 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 any subcontractor):

- (a) A Declaration in the form attached in the Tender Response Document;



- (b) Evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (c) In the case of a Tenderer and any subcontractor on whose capacity the Tenderer relies, all or any of the supporting documents specified at Section 5.2 and Section 5.3 below.

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 of them) in accordance with this Invitation to Tender Document and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Authority as sufficient to demonstrate (i) the fulfilment by any subcontractor on whose capacity the Tenderer relies of the selection criteria (or any one of them) in accordance with this Invitation to Tender Document and (ii) the absence of Exclusion Grounds in respect of any subcontractor, or the reliability of any subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition unless it replaces the subcontractor with one which meets all relevant requirements of this Invitation to Tender Document.

5.2 Selection Criteria

Tenderers must meet the minimum requirements as set out in the tables below in order to have their Tender Response evaluated against the Award Criteria as set out in Section 6. Each of the criteria below will be assessed on the basis of pass/fail.

Please refer to the Tender Response Document and complete the forms provided. Further information on each of the selection criteria is also provided.

SELECTION CRITERIA (PASS/FAIL)		
A1	Tenderer Summary	Tenderers must complete this section.
A2	ESPD	Tenderers must provide a completed eESPD. Where the Tenderer is a grouping/consortium, an eESPD must be completed for each group member, in particular Section 2.D.
A3	Declaration of Personal Circumstances	Tenderers must provide a completed and signed Declaration of Personal Circumstances. The Declaration must be provided by each group member in the case of a grouping/consortium.
A4	Declaration of Conflict of Interest	Tenderers must provide a completed and signed Declaration of Conflict of Interest. The Declaration must be provided by each group member in the case of a grouping/consortium.
A5	Third Party Letter of Undertaking	Tenderers must provide a Third-Party Letter of Undertaking where the Tenderer intends to rely on third party resources to meet the financial or technical selection criteria or to perform the contract. The Third-Party Letter of Undertaking must be provided on company headed paper.



A6	Self-Declaration of Financial and Economic Capacity	Tenderers must provide a declaration in relation to certified turnover for the previous three (3) financial years (2024, 2023, 2022). These statements of turnover should be provided by a registered auditor. Tenderers should submit an appropriate declaration to satisfy this requirement. The minimum yearly turnover of the Tenderer should meet or exceed: €70,000 The aggregated turnover for all members of a consortium or joint venture must meet the turnover requirement set above. If only one member has the skills, resources and experience for the services, then that member must have an average turnover that demonstrates financial capacity for the services as set out in the tender documentation. The Contracting Authority reserves the right to investigate and to carry out detailed financial evaluations of a Tenderer under this criterion up to and prior to any award of contract to assess the financial robustness of the Tenderer. Tenderers must also provide evidence of an up-to-date Tax Clearance Certificate.
A7	Insurances	Tenderers must confirm that the following insurances are in place or can be put in place if successful in the award of the contract. • Employers Liability: €13,000,000 • Public Liability: €6,500,000
A8	Previous Contracts	It is a requirement that tenderers have successfully delivered, within the previous three years, two projects of a similar nature, scale and complexity to the requirement comprising the subject-matter of this competition. In order to be deemed genuinely comparable in terms of nature, scale and complexity, the services in question must have involved the placement of reception or administrative staff in an organisation of comparable complexity to the Contracting Authority.



Part 6: Award Criteria

6.1 Award Criteria

Tenderers must address each of the award criteria as set out in the table below.

Please note Tenderers that fail to achieve at least 60% under any of the award criteria listed below shall be excluded from further participation in this Competition. The top ranked Tenderer in accordance with the award criteria below will be placed the framework.

Please refer to the Tender Response Document and complete the forms provided. Further information on each of the award criteria is also provided.

AWARD CRITERIA				
Ref	Weighted Criteria	Max Marks Available	Min Marks Required	Assessment
A	Methodology for Delivery of Service	5,000	3,000	By reference to the Specification of Requirements contained in Section 2 of this document, tenderers are required to provide a comprehensive narrative statement, setting out in detail their methodology for delivering the required services required under this framework agreement. Sufficient information must be presented to allow the Contracting Authority to place due confidence in the tenderer's ability to provide PA/Note Takers when required.
B	Proposed Resourcing Plan for the Contract	1,000	600	Tenderers are required to nominate the specific individuals that will be responsible for managing the contract under this framework agreement. A detailed curriculum vitae must be provided for each the account manager and deputy account manager. In order to attain the minimum required score associated with this criterion, the submitted curricula vitae must confirm the following matters
C	Ultimate Cost of Offering	4,000	N/A	Tenderers are to complete the Pricing Document provided. The marks for cost will be allocated on the basis of the following formula: $Cost = \frac{\text{Lowest Valid Notional Ultimate Cost}}{\text{Tenderer Notional Ultimate Cost} * \text{Weighting (4,000)}}$
Total			10,000	



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While the Contracting Authority is not obliged to seek clarifications from Tenderers, the Contracting Authority reserves the right, at its absolute discretion, to ask Tenderers for clarification of their Tender Response to assist in its evaluation of the Tender Response. The Contracting Authority also reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.



6.2 Scoring Methodology

Tenderers who pass ALL the selection criteria under Section 5.2 will go on to be evaluated under the Award Criteria as listed in Section 6.1 above. The Award Criteria will be applied on a qualitative basis as per the following scoring methodology:

Submission		Score
Unacceptable	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 limited or poor evidence of capability to deliver the services this size, quality, complexity and function.	0% - 59%
Acceptable	An acceptable response which demonstrates some, but not all, of the requirements of the question and/or demonstrates only satisfactory experience and/or lacks convincing assurances and evidence of capability to successfully deliver the services of this size, quality, complexity and function.	60% - 69%
Good	A good response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of capability to deliver to an adequate standard the services of this size, quality, complexity and function but does not provide sufficiently convincing assurance to award a higher mark.	70% - 79%
Very Good	A very good response which demonstrates real understanding and fully meets the requirements and assurance that the Tenderer has capability to deliver to a high standard the services of this size, quality, complexity and function.	80% - 89%
Excellent	An excellent response with very few or no weaknesses, exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer has capability to deliver to an excellent standard the services of this size, quality, complexity and function.	90% - 100%

Evaluation of Qualitative Criterion:

How Tenderer's marks will be allocated for Award Criterion A, B and C.

The complete response to the criteria A, B, and C will be scored out using the scoring matrix laid out in the table above.

Evaluation of Ultimate Cost Criterion:

The score for **Ultimate Cost** will be calculated using the following formula:

Score Awarded = (Lowest Tendered Price ÷ Tenderer's Evaluated Price) × Maximum Marks Available (4000 marks in total available)

Where:

- **Lowest Tendered Price** is the lowest compliant price submitted under this criterion."
- **Tenderer's Evaluated Price** is the total price submitted by the Tenderer being evaluated."
- **Maximum Marks Available** is the maximum score allocated to this pricing criterion."



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Evaluation of Qualitative Criterion:

The score for **Quality Criterion** will be calculated using the following formula:

Score Awarded = (Percentage score awarded ÷) × Marks Available

Total Tender Sum Score = $(F0/F) \times A$

Where:

F0 = the (%) percentage weighting awarded

F = 100

A = Total Marks available for criterion

How Final Scores will be calculated:

Tenderers who have not been eliminated from the competition shall have their final scores calculated by aggregating their marks for Award Criterion A, B & C.

Award Criteria A, B, & C will be evaluated.

At the end of this evaluation phase, Tenderers will be ranked in order of the most economically advantageous tender using the marks for Quality & Ultimate cost awarded out of 10,000. The highest-ranking tenderers for each lot will be offered a services contract.



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APPENDIX 1: TRINITY COLLEGE ETENDERS POSTBOX POLICY

A User Guide to eTenders and instructions on submitting a response through the eTenders facility may be found here:

<https://www.etenders.gov.ie/epps/home.do#>

Please note:

The onus is on the Tenderer to ensure that their Tender Response reaches e-tenders on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Neither the Contracting Authority nor e-tenders take responsibility for documents which are not uploaded to e-tenders by the Submission Deadline, for any reason.



APPENDIX 2: PRIVACY NOTICE

PRIVACY NOTICE

This is a statement of the practices of Trinity College Dublin, The University of Dublin (the "**University**") of College Green, Dublin 2, Ireland in connection with the capture of personal data relating to your application to the '**TCD-26-C2493 Multi-Party Framework Agreement for the provision of Personal Assistants (PAs) and Note Taker Services in Trinity College Dublin**' (the "**Procurement process**") and the steps taken by the University to respect your privacy.

The University fully respects your right to privacy and actively seeks to preserve the privacy rights of those who share information with the University. Any personal information which you volunteer to the University will be treated with the highest standards of security and confidentiality, in accordance with Irish and European Data Protection legislation. Personal data will be processed shall in accordance with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

How we collect your personal data?

The data we collect from you will be used by the University only in accordance with the purposes outlined in this privacy notice. We will collect personal data in your application to the Procurement process.

The data collected in this form will be shared within the University for the purposes of evaluating your application to the Procurement process. We will collect the following personal data:

- Personal details and contact details;
- CV's (including career history, qualifications, references etc.); and
- Any other personal data as may be identified by the University as being required for the application.

The purpose and legal basis for collecting your data

The data we collect about you will be used for the purposes of evaluating your application to the Procurement process.

The University will ensure that your data is processed fairly and lawfully in keeping with the principles of data protection. For the purposes outlined in this privacy notice your personal data will be processed pursuant to Article 6(1)(b) of GDPR, on the basis that the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

How we store and secure your data

Any data we collect from you will be stored confidentially and securely as required by the University Information Security Policy. The University is committed to ensuring all accesses to, uses of, and processing of University data is performed in a secure manner.

In keeping with the data protection principles, we will only store your data for as long as is necessary. When we store your personal data on our systems the data will be stored either on the University



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premises or on secure IT platforms within the EEA which are also subject to European data protection requirements. Where data is stored outside the EEA, we will ensure that adequate safeguards are in place in accordance with GDPR.

Details of third parties with whom we share personal data

The University will share your data with third parties where necessary for purposes of the processing outlined here.

When we share your data with the third parties the University will ensure that the data is only processed according to our specific instructions and that the same standards of confidentiality and security are maintained. Once the processing of the data is complete any third parties with whom data was shared will be required to return the data to the University save where they are required to retain it by law.

What are your rights?

You have the following rights over the way we process your personal data.

Right of Access

You have the right to request a copy of the personal data we are processing about you and to exercise that right easily and at reasonable intervals.

Consent

You have the right to withdraw your consent where that is the legal basis of our processing.

Rectification

You have the right to have inaccuracies in personal data that we hold about you rectified.

Erase

You have the right to have your personal data deleted where we no longer have any justification for retaining it subject to exemptions such as the use of pseudonymised data for scientific research.

Object

You have the right to object to processing your personal data if:

- We have processed your data based on a legitimate interest or for the exercise of the public tasks of the University if you believe the processing to be disproportionate or unfair to you.
- The personal data was processed for the purposes of direct marketing or profiling related to direct marketing.
- We have processed the personal data for scientific or historical research purposes or statistical purposes unless the processing is necessary for the performance of a task carried out for reasons of public interest.

Restriction

You have the right to restrict the processing of your personal data if:

- You are contesting the accuracy of the personal data;
- The personal data was processed unlawfully;
- You need to prevent the erasure of the personal data in order to comply with legal obligations;
- You have objected to the processing of the personal data and wish to restrict the processing until a legal basis for continued processing has been verified.



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Portability

Where it is technically feasible you have the right to have a readily accessible machine-readable copy of your data transferred or moved to another data controller where we are processing your data based on your consent and if that processing is carried out by automated means.

Contact

If you have any queries relating to the processing of your personal data for the purposes outlined above or you wish to make a request in relation to your rights, please contact the Data Protection Officer at dataprotection@tcd.ie.

If you wish to make a complaint or escalate an issue relating to your rights you can contact the Data Protection Officer at dataprotection@tcd.ie.

Finally if you are not satisfied with the information we have provided to you in relation to the processing of your data or you can also make a complaint to the Data Protection Commissioner via the link in their website [Making a Complaint to the DPC](#).