



INVITATION TO TENDER

Title of Procurement:	Design and Delivery of Sustainable Growth Workshops
Procedure:	<i>OPEN – National level</i> Tenderers should note that this Competition is being run under Regulation 74 of the European Union (Award of Public Authority Contracts) Regulations 2016 (the “Regulations”), and accordingly is subject only to limited aspects of the Regulations (Title III Services).
eTenders RFT ID:	8710351
Enterprise Ireland Contract Reference:	2026/024
Issue Date:	Thursday 23rd July 2026
Closing Date for Queries:	Wednesday 5th August at 5pm (Irish Standard Time)
Submission of Queries:	Via the messaging portal on eTenders on www.etenders.gov.ie . See Section 5.2 for details.
Closing Date / Time For receipt of Tenders:	Tuesday 18th August 2026 @ 2pm (Irish Standard Time)
Submission of Tender Submissions:	Via eTenders postbox facility only See Section 5.1 for details.

Please note that information relating to this Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.

Enterprise Ireland

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2 General Information

2.1 Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of Enterprise Ireland (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by Enterprise Ireland or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. Enterprise Ireland's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

Enterprise Ireland reserves the right to discontinue the procurement process at any time.

2.2 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

Enterprise Ireland is the government organisation responsible for the development and growth of Irish enterprises in world markets. We work in partnership with Irish enterprises to help them start, grow, innovate and win export sales in global markets. In this way, we support sustainable economic growth, regional development and secure employment.

Enterprise Ireland's new strategy "[Delivering for Ireland, Leading Globally](#)", for the period 2025-2029, focuses on supporting Irish business to accelerate sustainably and increasingly contribute to economic growth. The environment in which Irish businesses operate is constantly changing and business needs to be innovative and ambitious to succeed. EI's 5-year strategy sets out how it will support Irish business to START, COMPETE, SCALE and CONNECT to deliver jobs across Ireland and impact globally. We will work with our fastest growing Client Companies to:

- Develop leadership teams with ambition;
- Strengthen management and financial capability;
- Provide pathways to new sources of funding;
- Assist enterprises to connect with and realise opportunities overseas.

El provides a wide range of financial and non-financial support to Irish companies through all stages of their growth and connects them to international customers across multiple sectors and global locations. With 40 offices worldwide, El's teams of industry experts consult with international business to understand and solve their business needs. One of Enterprise Ireland's strategic ambitions is to provide a world class digital experience to its Client Company portfolio, as well as providing a scalable, flexible and secure digital platform to enable its staff to effectively carry out our business processes.

Further information is available at our corporate website www.enterprise-ireland.com

2.3 Summary

Contracting Authority:	Enterprise Ireland
Nature of procurement:	Establishment of a single party framework for the Design and Delivery of 'Sustainable Growth Workshops'. A Multi-sectoral Sustainability Planning, Emissions Measurement and Risk Capability Development Programme for Enterprise Ireland.
Type:	Service
Procedure:	<i>OPEN – National level</i>
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

Enterprise Ireland

3 Scope of the Framework

Enterprise Ireland proposes to engage in a competitive process for the establishment of a framework agreement for the provision of the design, delivery and management of enterprise capability development programmes focused on sustainability, business competitiveness, resilience and responsible growth.

The framework will support Enterprise Ireland's development of current and future enterprise needs through the provision of workshops, training, facilitation, advisory and programme management services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

It is emphasised that a framework agreement does not guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, Enterprise Ireland reserves 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 framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

Tenderers should note that this Competition is being run under Regulation 74 of the European Union (Award of Public Authority Contracts) Regulations 2016 (the "Regulations"), and accordingly is subject only to limited aspects of the Regulations (Title III Services).

3.1 Admission to the Framework Agreement

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

3.2 Duration of the Framework Agreement

The framework agreement will be in place for a period of four (4) years.

For the avoidance of doubt, Enterprise Ireland confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.2.1 Duration of the Initial Call-off Contract

The duration of the Initial Call-off Contract is one (1) year with the option to extend by further periods of one (1) year.

3.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €100,000 to €200,000 (ex. VAT) over the lifetime of the agreement.

3.3.1 Estimated Value of the Initial Call-off Contract

Enterprise Ireland anticipates that the market will deliver the 2026/2027 workshops under the initial call-off contract, comprising 12 workshops and including workshop design and sector-specific content, within a cost range of €20,000 to €30,000 (ex VAT).

The maximum price chargeable in respect of all items contracted for the initial contract of the framework shall be set out in the Form of Tender in the Tender Response Document (TRD) submitted as part of the tender response. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

Thereafter prices will only be considered for review in consultation with Enterprise Ireland, any increases will not exceed inflation as per CPI.

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.4 Use of the Framework Agreement

Enterprise Ireland will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon Enterprise Ireland to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

3.5 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.6 SME Participation

Enterprise Ireland seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in all competitions. Small and Medium Enterprises that believe the scope of any competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any contracts, agreements or arrangements that result from these competitions and therefore increase their social and economic benefits.

3.7 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (see **Appendix 3**). The Data Processing Agreement (DPA) includes Technical and Organisational Measures Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in **Appendix 1** (in the tender response document) and Tenderers should familiarise themselves with the entire agreement and its obligations.

Tenderers **must** include with their response the completed **ANNEX 1 (Technical and organisational measures/DATA PROCESSING ANNEX)** from the Data Processing Agreement, a copy of which is set out in the Tender Response Document.

4 Detailed Scope of the Framework Agreement

4.1 The Initial Call-Off Contract

The framework agreement will be established on foot of a competition for an Initial Call-off Contract for **Sustainable Growth Workshops: A Multi-sectoral, Sustainability Planning, Emissions Measurement and Risk Programme in 2026/2027**. The Initial Call-off Contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement, with workshops expected to commence in Q4 2026.

4.2 Detailed Specification of Requirements

4.2.1 Background & Context to the requirement

Enterprise Ireland's new strategy [‘Delivering for Ireland, Leading Globally \(2025-2029\)’](#) sets out a clear ambition to “Accelerate Sustainable Irish Business” and position Irish enterprise as a leading force in delivering a competitive, low-carbon and resilient economy.

Central to this ambition is the recognition that sustainability is no longer a discrete or optional activity but a core driver of competitiveness, resilience and international growth. Under the *Compete* pillar of the strategy, Enterprise Ireland has committed to supporting client companies to build sustainability capability and capacity at scale. This strategic ambition is operationalised through Enterprise Ireland's [‘Sustainability Plan 2025–2029’](#), which sets out a clear target that 80% of Enterprise Ireland-supported clients will have developed sustainability plans and will be actively monitoring their Scope 1 and Scope 2 greenhouse gas emissions in 2029, alongside a target to achieve a 35% reduction in greenhouse gas emissions across the client base by 2030.

These targets reflect the critical importance of embedding sustainability planning, emissions measurement and continuous improvement within businesses, providing a structured foundation for decarbonisation and strengthening long-term competitiveness in international markets. Sustainability plans will increasingly be expected as a prerequisite for accessing future Enterprise Ireland supports and funding, further reinforcing the need to embed these practices within core business operations.

To support companies, Enterprise Ireland requires the services of a suitable and qualified provider for design and delivery of Sustainable Growth Workshops: A Multi-sectoral, Sustainability Planning, Emissions Measurement and Risk Programme. The programme will support Enterprise Ireland client companies in developing sustainability planning and

emissions measurement capabilities, while helping to drive progress towards the objectives set out in the Sustainability Plan 2025–2029.

4.2.2 Evolution of the Sustainability Kickstarter Workshops

Enterprise Ireland developed and delivered the Sustainability Kickstarter Workshop programme between 2023 and 2026, as a “Sustainability 101” introductory capability-building intervention for SMEs. Since 2023, 30 online workshops have engaged 700+ Enterprise Ireland, Local Enterprise Office and Údarás na Gaeltachta clients.

As sustainability awareness and capability within the enterprise base has matured, Enterprise Ireland recognises the need to evolve beyond introductory-level content. Client feedback has highlighted a growing demand for practical, sector-relevant, case study-led and commercially focused content, alongside guidance on evolving regulatory requirements, market expectations and available Enterprise Ireland supports.

Concurrently, sustainability planning and emissions measurement are increasingly being positioned as a prerequisite for accessing future Enterprise Ireland supports and funding.

Together, these factors necessitate an evolution of the programme. Enterprise Ireland is therefore seeking solutions that deliver practical, commercial outcomes, enabling businesses to embed sustainability as a driver of performance, resilience and growth.

4.2.3 Overall aims and objectives of the Sustainable Growth Workshop

The 2026/2027 programme aims to mobilise and accelerate the integration of sustainability planning and emissions measurement into company operations. Through short, high-impact workshops participants will be supported to identify and prioritise the sustainability actions most relevant to their business.

It will utilise the Enterprise Ireland Sustainability Plan template to guide participants in developing structured, practical and relevant sustainability plans, along with KPIs and targets, ensuring alignment with Enterprise Ireland requirements and best practice.

Enterprise Ireland Sustainability Plan template structure (example)

- Brief statement of sustainability vision or long-term goals
- Names and/or roles responsible for sustainability
- List any formal sustainability policies, certifications, measurement or frameworks in place
- List priority sustainability actions taken, underway and planned, KPIs and target completion dates

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- Additional comments if applicable: For example, supply chain expectations, resource costs (e.g., increased energy, water or material costs), opportunities and challenges/risks.

This is currently in final stages and will be shared with successful provider.

4.2.4 Role of Successful Tenderer

The successful tenderer will be responsible for the design, development and delivery of the Sustainable Growth Workshops in collaboration with Enterprise Ireland, to meet the learning objectives set out below. Enterprise Ireland will approve the final programme content, workshop materials and supporting resources before workshops commence. The successful tenderer will be responsible for the effective delivery of the online learning experience, including access to appropriate digital platforms, workshop materials and supporting resources. It is expected that the successful tenderer will be flexible with workshop delivery dates.

The successful tenderer may be required on request from Enterprise Ireland to adapt and evolve workshop content, ensuring it remains relevant to changing client needs, priorities and the Enterprise Ireland strategic and programme requirements.

4.2.5 Learning objectives

The workshops should be interactive, practical workshops with a specific focus on the unique needs and constraints of SMEs across sectors. Specifically, the workshops will help companies to:

- Engage on sustainability planning and emissions measurement in a practical, applied manner, moving beyond introductory-level content
- Highlight priority sustainability considerations by sector, company size, growth stage, sustainability maturity etc. reflecting specific challenges, opportunities and regulatory requirements
- Learn from real-world case studies of sustainability initiatives undertaken by industry peers, including the associated business competitiveness benefits
- Recognise that sustainability planning and emissions measurement will increasingly be expected as a prerequisite for accessing future Enterprise Ireland supports and funding
- Identify key stakeholders who will support the company's sustainability activities
- Understand relevant Enterprise Ireland financial and non-financial supports as clear next steps in their sustainability journey

The programme will be positioned as a key milestone in client development, supporting behavioural and process change, and embedding sustainability planning and emissions measurement as core components of business operations.

4.2.6 Expected learning outcomes for participants and their companies

Upon completion of the workshop, the following outcomes are expected to be achieved for participating companies:

- **Identification of company-specific priority actions:**
Companies will understand the key sustainability drivers (opportunities, trends and regulations) relevant to their company's sector, size, and operations. They will learn what activities industry peers and competitors are undertaking, enabling them to prioritise the most impactful actions.
- **Enhanced understanding of commercial benefits of sustainability activities:**
Participants will gain insight into the tangible business benefits of sustainability, including cost efficiencies, risk mitigation, resilience and enhanced competitiveness.
- **Understanding of Sustainability Plan requirements:**
Participants will be introduced to the Enterprise Ireland Sustainability Plan template and will clearly understand the key components required to develop a structured and credible plan. This is aligned with the Voluntary Sustainability Reporting Standard (VSME) framework and simplified to focus on the most relevant activities and priorities for businesses at different stages of their sustainability journey. Participants will also understand the importance of sustainability planning for future funding and engagement with Enterprise Ireland.
- **Understanding of how to establish a baseline of Scope 1 and 2 emissions, and other relevant sustainability metrics:**
Companies will understand how to measure and monitor emissions and identify other sustainability metrics as a foundation for future action e.g. waste, water, energy use etc.
- **Clear progression to next steps and supports:**
Participants will be equipped to take the next steps in their sustainability journey.
Participants will have the tools to develop a credible sustainability plan, measure and monitor emissions and apply for further Enterprise Ireland financial and non-financial supports.

6-12 months after completing the workshop, it is expected that all participant companies will have achieved:

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- Creation, or enhancement, of a credible sustainability plan for their company
 - Establishment of a baseline of Scope 1 and 2 emissions, and measures for tracking those
 - Engagement with further Enterprise Ireland supports (financial or non-financial)
 - Tangible commercial wins from sustainability action undertaken

4.3 Programme format, content, learning methodology

4.3.1 Expected format and content

- Enterprise Ireland intends to deliver up to 12, two (2) to three (3) hour online workshops per annum, structured across the year. Workshops may be segmented by client sector, size, growth stage and level of sustainability maturity, enabling targeted and relevant engagement for participating companies.
- Company Profiles: Participating companies will represent a broad range of sectors, including but not limited to; manufacturing, engineering, food and drink, construction, life sciences, technology, digital services, retail, financial services, and professional services. Companies will also vary significantly in size and stage of development, ranging from High Potential Start-Ups (HPSUs) and early-stage enterprises, through to established SMEs and large indigenous companies. Companies will also be located across Ireland, including urban, regional, and rural locations. Workshop content and delivery should therefore be adaptable, practical, and relevant to businesses with differing levels of sustainability maturity, resources, and organisational complexity.
- Scheduling and frequency will be adapted in response to client demand and emerging needs. This approach ensures a flexible, targeted and responsive programme of delivery.
- Each workshop will host approximately 20–40 attendees from Enterprise Ireland client companies. Up to three representatives per company may attend.
- Enterprise Ireland's Sustainability Solutions team will be responsible for driving registrations and ensuring appropriate audience segmentation to align workshop participation with client needs, strategic priorities, and ongoing supports.
- Attendees will primarily consist of senior leaders, sustainability leads and/or nominated sustainability champions within client companies, with responsibility for driving sustainability planning and implementation.
- Each workshop will be structured into key thematic sections, reflecting the more advanced focus on sustainability planning, emissions measurement and risk management. Final programme/workshop content must be agreed with Enterprise Ireland in advance of workshops commencing.

- Workshops will incorporate interactive elements to enable participants to reflect on learnings, apply insights to their own business context, and identify priority actions.
- Content will be brought to life through participant engagement and relevant case studies, drawing on examples aligned to the audience profile. Workshops will provide opportunities for participants to ask questions, share challenges, experiences and good practice, supporting peer learning and knowledge exchange.
- Feedback: Following each workshop, participants will be required to provide structured feedback on both the content and delivery. Feedback will be shared with Enterprise Ireland to inform continuous improvement and programme refinement.

4.3.2 Evaluation, reporting and post event follow up

Enterprise Ireland Sustainability Solutions will lead on registrations, client feedback collection, client evaluation and post-workshop engagement. The successful tenderer may be required to support these activities, where requested, to assist with evaluation design, programme monitoring, continuous improvement, reporting and the achievement of programme objectives.

4.3.3 Methodology for the delivery of services (award criterion b)

Tenderers should outline their proposed programme structure, delivery methodology and project plan, including key milestones, deliverables, timelines and evaluation. Responses should include a draft workshop agenda and timings, participant engagement and peer-learning approach, and details of how attendance, engagement and practical application of learning will be supported.

Tenderers should also demonstrate an understanding of SME sustainability challenges, describe their communication and collaboration approach with Enterprise Ireland, and provide details of the tools, resources and templates available to participants. The methodology should demonstrate the flexibility to adapt content in response to evolving business needs and Enterprise Ireland programme objectives.

Tenderers must provide sufficient information to enable Enterprise Ireland to assess the approach of how the requirement will be delivered.

How participant attendance, engagement and application of learning will be maintained throughout the programme, including any follow-up or reinforcement mechanisms.

Tenderers should provide information on the proposed platform

4.4 Technical Merit of Team Proposed

Detailed CVs/Bios must be included for all proposed personnel, demonstrating their relevant, recent experience and qualifications in sustainability, SME support, facilitation, training delivery and programme management. The team proposed must provide at least two workshop delivery leads.

CVs/Bios should demonstrate each team members ability to develop and deliver commercially focused content, with a strong emphasis on delivering practical training to client companies, including Small and Medium-sized Enterprises (SMEs) across a broad range of sectors. Please provide two recent case studies (within the previous 3 years) that demonstrate your team's experience in delivering sustainability-focused training, facilitation, and support programmes for SMEs, including key outcomes achieved.

In addition, Tenderers must demonstrate the availability, continuity and resilience of the proposed resources over the duration of the contract. This should include details of resource allocation, capacity, contingency arrangements and succession planning to ensure continuous, high-quality delivery throughout the programme lifecycle.

Tenderers should also describe how the proposed team will work together to deliver the Services, including the communication plan, governance, quality assurance and knowledge-sharing arrangements that will be implemented to ensure a consistent participant experience and strong client management and collaboration skills to work with Enterprise Ireland in a flexible manner to ensure the success of the programme

4.5 Delivery Locations

Delivery is required via online facilitation using Zoom or other video-conference software used to host online workshops. Tenderers should state in their proposals what platform they plan to use. There will be no cost to Enterprise Ireland.

4.6 Volumes

No contract awarded under the established framework pursuant to this competition will confer exclusivity on the successful tenderer. It should be noted also that the scope of expenditure cannot be accurately forecasted nor can any guarantee for a minimum uptake of services be given at this time. Any historical data is produced for information purposes only.

4.7 Pricing

The maximum price chargeable in respect of all items contracted during the framework period shall be set out in the pricing schedule in the Form of Tender (Appendix 5) submitted as part of this tender. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

4.7.1 Invoicing

Invoices shall be submitted by the successful tenderer monthly for all costs incurred in the preceding month, or as otherwise agreed by the parties. All official invoices must quote an Enterprise Ireland purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier/service provider.

4.8 Account Management

Enterprise Ireland requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

4.8.1 Review of Supplier Performance

A quality service is required under this contract. Performance will be continually monitored over the term of the contract. Cost competitiveness, performance, quality of service and turnaround time will be the main criteria for measuring performance.

In the event that the framework agreement is terminated Enterprise Ireland reserves the right to revert to the tenderer who finished in second place in this competition within the tender validity period.

4.9 Award to Runner Up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; Enterprise Ireland reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.10 Sustainability

As part of Enterprise Ireland's strategic agenda, sustainability planning and wider Environmental, Social and Governance (ESG) considerations are a core priority. It is essential that Enterprise Ireland, and its delivery partners, demonstrate leadership in minimising environmental impact, supporting social inclusion and upholding high standards of governance across all programme activities.

Tenderers are required to demonstrate their capability and proven track record in embedding sustainability and ESG principles in both organisational practice and programme delivery. Responses must include clear evidence of existing ESG practices.

Tenderers are required to demonstrate clear, evidence-based ESG capability across all aspects of service delivery. This includes outlining specific measures to minimise environmental impact, supported by relevant organisational policies, certifications and examples from previous programmes; detailing how circular economy principles will be embedded in both delivery and participant content; and describing approaches to promoting accessibility, diversity and inclusion. Tenderers must also provide a robust approach to monitoring, measuring and reporting ESG performance, including defined metrics and continuous improvement processes.

All responses must be specific, measurable and directly relevant to the Services, with generic or unsupported statements considered insufficient.

4.11 Details of Contracts Arising over Life of Framework Agreement

Subject to Enterprise Ireland's obligations at law, it may seek further sustainability programmes which may relate to the design, development, delivery, facilitation and management of sustainability capability development programmes and interventions. These additional sustainability related supports may include in-person workshops around Ireland to meet client needs, sectoral priorities and Enterprise Ireland strategic and programme requirements.

The following mechanism and principles shall apply to the delivery of further sustainability related supports:

1. It is envisaged that the sustainability related supports to be provided will be similar as those to be provided under the Initial Call-off Contract;

2. The fees, costs and charges payable by Enterprise Ireland to the Framework Member for any further sustainability related supports will be determined at Call-Off stage; Enterprise Ireland reserves the right to employ a negotiation stage in the award of any contract.
3. There must be no alteration to the allocation of risk between Enterprise Ireland and the Framework Member;
4. The term for the delivery of the sustainability related supports shall not exceed the Term as specified under the Framework Agreement.

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Enterprise Ireland does not guarantee that any additional type, volume or value of services will be used under the Framework Agreement. Requirements arising during the term of the Framework Agreement may vary in scope, scale, duration and subject matter in accordance with the Framework procedures.

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5 Evaluation Criteria

5.1 Selection Criteria

Enterprise Ireland is using the **open** procedure for the establishment of this framework agreement; therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's compliance with the selection and exclusion grounds, tenderers are required to provide the information set out below in the Tender Response Document (TRD), which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

5.1.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 6.1.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

5.1.2 Relying on the standing of other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime 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 (including from any Subcontractors) **will not** be accepted or responded to.

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 3.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 3.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.
- Ensure Section 3.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 2.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability, and provide evidence of same.

5.1.3 General Information, Declarations and Financial Requirements

Tenderers are required to provide information on the following in the TRD which is published as a separate document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information

Tenderers must complete the general information section on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Declarations

Tenderers must Complete and sign the following Declarations in the Tender Response Document:

- a) Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016;
- b) Compliance with relevant statutory obligations. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. This includes the Children First Act (2015)
- c) Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Data Protection & Security

Financial and Economic Standing

Tax

Tenderers must confirm that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.

	For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.
Financial Standing	(a) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. (b) Confirmation that the tendering party turnover exceeded €100,000 per annum during each of the last three (3) years or pro-rata if more recently established firms are tendering – however the tenderer must have been in existence for at least 6 months prior to the closing date of the tender competition. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. Evidence of both statements will be required prior to the award of any contracts. In the case of a Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead. In the case of firms more recently established evidence of pro-rata turnover will suffice. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm 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 below.

	A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of the 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
Insurance Type	Required Value €
Employer's Liability (where applicable – see notes below)	€13 million
Public Liability	€6.5 million
Professional Indemnity – including Cyber Liability	€1 million
For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.	
Notes re Employer's Liability: #1 Sole traders with no employees are not required to have this insurance. #2 In the case of certain jurisdictions, alternative insurance arrangements exist (i.e. Government schemes) #3 The nearest currency equivalents may be accepted depending on the level of cover	

5.1.4 Previous Experience

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Satisfactory Previous Experience

Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they have the experience and skills necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion each Tenderer must submit by completing the TRD with its Tender:

Details of **three (3) reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of Enterprise Ireland, the Tenderer's experience in successfully designing and delivering sustainability capability building programmes demonstrating the specific requirements set out at below. Each reference contract must relate to services delivered **within the 36 months prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

At least one (1) of the reference contracts should demonstrate²:

- (i) the design and delivery of sustainability capability building programmes, including the development of practical sustainability action plans supported by a copy of the course content and a sample of the course materials.
- (ii) the tenderers ability to deliver on specialist topics to adapt to evolving priorities, e.g. sustainable finance, climate risk, CSRD.
- (iii) experience in delivering capability-building programmes that achieved high levels of participant engagement and satisfaction.
- (iv) delivery of online training workshops
- (v) delivery of in person workshops

Tenderers must use the table format in the TRD for their answers and must respond to each element of the table.

In completing the table for each reference project, Tenderers must provide sufficient information to allow Enterprise Ireland to evaluate whether all the requirements at above have been met and whether the services have been successfully delivered.

² Note to Tenderers: (i), (ii) (iii), (iv) and (v) can be demonstrated by different reference contracts, but each of them must be demonstrated.

Tenderers will note that they are to provide contact details for referees for each reference project. Enterprise Ireland has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by Enterprise Ireland. Tenderers should note that Enterprise Ireland may at its discretion contact all referees or referees for the successful Tenderers only.

Enterprise Ireland may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by Enterprise Ireland. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform Enterprise Ireland of the reason as to why the documentation cannot be supplied and, if Enterprise Ireland considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of Enterprise Ireland, that they have the required capacity to deliver the services.

5.1.5 Other Technical Criteria

Personnel & Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated in the TRD. Minimum resources are required to provide depth of cover over the term of the Framework Agreement. Please note that the resources outlined may reside in the same person – if this is the case, this should be clarified in the organisation chart to be provided.

Please indicate how many resources fulfil the following roles:

Please attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, if applicable.

Technical Resources

Tenderers must provide information which demonstrates access to the required level of technical resources as indicated in the TRD.

5.2 Award Criteria

Only tenderers that meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Enterprise Ireland reserves the right to assess the award criteria before assessing the selection criteria.

The framework will be established on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	Cost for evaluation purposes	30%	3000	N/A
<i>Tenderers are required to complete the Form of Tender in the TRD.</i>				
B	Proposed Methodology for the delivery of services	30%	3000	1800
<i>Tenderers must clearly describe in their TRD the quality of their proposed format and content to achieve the objectives specified in the scope of requirement, Section 4.</i>				
C	Technical Merit of team proposed	35%	3500	2100
<i>Tenderers must provide comprehensive details of the proposed project team, clearly outlining each team member's role, responsibilities, relevant expertise and anticipated level of involvement in the delivery of the Services, as set out in Section 4.</i>				
<i>Tenderers must also complete the Resource Allocation Schedule in the TRD.</i>				
D	Programme Sustainability	5%	500	N/A
<i>Tenderers must clearly describe in their TRD how your approach to sustainability in the context of the requirements and specifications set out and are referred to Section 3.10</i>				

5.2.1 Methodology for scoring Qualitative Criteria

Responses to each scored qualitative criterion (B, C, and D) shall be evaluated according to the following scoring matrix:

Score	Category	Description
100%	Outstanding	Response demonstrates extensive understanding of the requirements, offering full assurance to the Contracting Authority – fully supported with no reservations.
90% – 99%	Excellent	Response demonstrates an excellent understanding of the requirements offering assurance to the Contracting Authority – substantially supported with only a small number of minor reservations.
80% – 89%	Very good	Response demonstrates a very good understanding of the requirements, offering assurance to the Contracting Authority – strongly supported with some minor reservations.
70% – 79%	Good	A good response demonstrating a good understanding of the requirements, offering some assurance to the Contracting Authority – supported with a small number of more notable reservations.
60% – 69%	Acceptable	An acceptable response demonstrating an acceptable understanding of the requirements, offering minimum assurance to the Contracting Authority - supported with some more notable reservations.
1% to 59%	Unacceptable	There are significant gaps in addressing the Contracting Authority's requirements; proposals are in parts unsupported or lack significant content / explanation; response gives cause for concern about how an acceptable solution will be developed and delivered.
0%	No response	No response received.
Less than 60% is unacceptable and the Tenderer will be eliminated from the Competition.		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable Enterprise Ireland to assess fully the extent of their offers.

5.2.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score of all compliant tenderers who meet the minimum selection and award criteria requirements:

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

Lowest Cost from a Bona Fide tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3,000
Formula employed	$\frac{A \times 3,000}{B}$

5.2.3 Clarification/Verification Meeting

Award of the Contract may be subject to attendance at a clarification and/or verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

5.2.4 Clarification of Abnormally Low Tenders

If Enterprise Ireland considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to Enterprise Ireland in respect of all elements of the tender submission that Enterprise Ireland deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address Enterprise Ireland's concerns, may, at the discretion of Enterprise Ireland, result in the elimination of the tender in question based on it being considered abnormally low.

5.2.5 Right to Confirm Suitability

Tenderers should note that Enterprise Ireland reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Enterprise Ireland

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

Enterprise Ireland is using the postbox facility on eTenders and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below, we provide an overview of the key steps. Please note that Enterprise Ireland takes no responsibility for these steps being the totality of the steps required, as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

- Email: irish-eproc-helpdesk@eurodyn.com
- Phone: +353-818001459

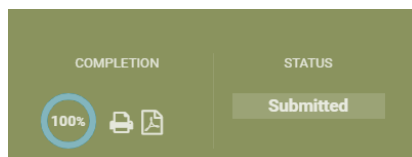
Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- Log-in to the system;
- Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- Click on the hyperlink for the competition which will bring you to the CfT Workspace
- In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- Complete the “Association with the CfT” tab.
- This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF FILE NAMES.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Tenderers should take into account the fact that upload speeds vary.

It is the responsibility of the Tenderer to ensure that their application is complete and uploaded in accordance with the instructions provided on eTenders prior to the deadline as set out on the front page.

Tenders that are received via other means WILL NOT be considered in this procurement competition.

DO NOT CLICK "PROCEED WITHOUT ASSOCIATION" – IN DOING SO WE WILL NOT BE ABLE TO TRACK YOUR INTEREST OR COMMUNICATE WITH YOU ABOUT THE COMPETITION AND YOU WILL NOT BE ABLE TO SUBMIT A TENDER RESPONSE.

6.2 Queries

All queries regarding this tender should be submitted using the message tool on the eTenders platform. The Closing date for receipt of queries is **as per the front page**.

Queries should be in question format and submitted by the messaging tool **only**. Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other. Tenderers should note that Enterprise Ireland will not respond to individual Tenderers privately.

Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

For the purpose of circulating responses, queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

6.3 Query Process for Framework and Contract Terms and Conditions

Please refer to Framework and Contract Terms and Conditions. It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out at (b) above to highlight any clauses that they may wish to discuss. Any proposed amendment should be described in clear detail. It will be at Enterprise Ireland’s sole discretion to modify the Framework and Contract Terms and Conditions. Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process and at framework / contract award stage

6.4 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents submitted and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of Enterprise Ireland, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

Enterprise Ireland reserves the right to disqualify incomplete tenders.

6.5 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please email the contact detailed above as soon as possible.

Tenderers shall immediately notify Enterprise Ireland via the messaging tool on eTenders should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. Enterprise Ireland will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

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

6.6 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

6.7 Extension of Tender Period

Enterprise Ireland reserves the right at any time before the Tender Deadline and at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders.

6.7.1 Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted via the e-Tenders Postbox facility before the closing date and time for receipt of tenders and clearly marked as part of the tender. Any modifications received after the closing time or outside of the eTenders Postbox facility will not be considered.

6.8 European Single Procurement Document (ESPD)

Enterprise Ireland will accept an ESPD if Tenderers wish to submit for this competition provided that they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition

6.9 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out as an Appendix to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

6.10 Cost of Preparation of Tender

Enterprise Ireland will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

6.11 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.12 Currency and Prompt Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of Value Added Tax (VAT).

Payments will be as agreed with the successful tenderer and method of payment used by Enterprise Ireland is normally Electronic Funds Transfer (EFT).

Enterprise Ireland adheres to prompt payment legislation and other administrative requirements. In support of this, Enterprise Ireland has signed up to the Prompt Payment Code (PPC). As a signatory of the PPC, Enterprise Ireland encourages all lead suppliers to endeavour to sign up to the Prompt Payment Code. Full details can be found at <http://www.promptpayment.ie/>

Enterprise Ireland also operates in accordance with the European Communities Late Payment in Commercial Transactions Regulations 2012.

6.13 Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Enterprise Ireland. Any registrable interest involving the tenderer and Enterprise Ireland or employees of Enterprise Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to Enterprise Ireland immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Freedom of Information Act

Tenderers should be aware that, under the Freedom of Information Act 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 response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or while any contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.16 Data Protection Legislation

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

Enterprise Ireland will be a Controller (where 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 Invitation to Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement 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, Enterprise Ireland, 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 Enterprise Ireland for the purposes of its participation in this Competition

6.17 Transfer of Data outside of the European Economic Area (EEA)

It is the intention of Enterprise Ireland that no data gathered on behalf or entered by Enterprise Ireland can be stored or processed outside of the European Economic Area (EEA) for the duration of the contract. Tenderers need to clearly state where, geographically, the data is stored and processed, backup/DR data included and confirm that no data is stored or processed outside of the EEA.

In the event that the data needs to be stored and/or processed outside of the EEA, tenderers are asked to specify if an adequacy decision (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) exists in relation to the non-EU country where they intend data storage and/or processing to be carried out.

In the event of a post Brexit situation where the United Kingdom (UK) is outside the EEA and storage and processing of Enterprise Ireland's data is intended to be carried out with the UK, a Standard Contractual Clause (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) will be required between Enterprise Ireland and successful tenderer. Tenderers must confirm that they are willing engage with Enterprise Ireland on putting this measure in place if the situation applies.

6.18 Service Audit

Enterprise Ireland reserves the right to undertake a service audit to validate and verify performance against the agreed contract terms. This service audit may be carried out by Enterprise Ireland or by a third party on their behalf. In tendering, tenderers agree to facilitate such audits.

6.19 Tax Clearance Certificate

It will be a condition of award of contract that the successful tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. This applies to both Irish Resident suppliers and Non-Resident suppliers. Tenderers are referred to www.revenue.ie for further information.

Prior to the award of any 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 Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable).

By supplying these numbers, the successful Tenderer, acknowledges and agrees that Enterprise Ireland has the permission of the successful tenderer to verify its tax cleared position online. <mailto:nonrestaxclearance@revenue.ie>

6.20 Withholding Tax

Where applicable, relevant payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

6.21 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in Enterprise Ireland's tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

6.22 Clarification of Tenders

Enterprise Ireland is entitled, but not obliged, to seek clarification of tenders in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Enterprise Ireland.

6.23 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender. In general, the following approach will be applied to manifest errors:

-
- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by Enterprise Ireland in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

6.24 Change in the Composition of a Tender

Enterprise Ireland reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.25 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence Enterprise Ireland, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

6.26 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a) Letter of Intent of award of contract.
- b) Letter of Regret.

In the case of National value contracts Enterprise Ireland will issue a Letter of Regret with the name of the winning tenderer and the scores of the tenderer and the winning tenderer.

An award notice will be despatched to www.etenders.gov.ie announcing the results of the competition no later than 30 days after the award of contract.

6.27 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints Enterprise Ireland will not be offering individual debriefing meetings to unsuccessful bidders.

6.28 Award to Runner-up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; Enterprise Ireland reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

6.29 Right to Award to More than One Supplier

Enterprise Ireland reserves the right to award the contract to more than one supplier where it considers that none of the tenders meet the full scope of requirements. On that basis award to more than one tenderer will only occur where the components / related costs can be separately assessed.

6.30 Replacement Personnel

Notification must be sent in writing as soon as possible to Enterprise Ireland on any proposed change of nominated personnel, such change to be subject to the written approval of Enterprise Ireland. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

6.31 Copyright

Enterprise Ireland will have copyright ownership of any material developed for use by Enterprise Ireland under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.32 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases, it should be understood that the reference in question is accompanied by the words or "equivalent".

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

**NOTE: FOR INFORMATION PURPOSES ONLY – NOT FOR COMPLETION UNTIL
FRAMEWORK CONCLUSION STAGE**

IMPORTANT NOTE:

The following terms are provided as an indication of the intended format for the framework agreement to be signed with the successful operator admitted to the framework in accordance with the terms of the Competition. Tenders are not requested to sign these terms as part of their tender submission but should review them carefully.

Framework Agreement with a Single Operator(s) for the.....

PARTIES

ENTERPRISE IRELAND (Hereinafter referred to as the 'Client')

AND

(Hereinafter referred to as the "Framework Member" or "Member" or "Operator")

BACKGROUND

(a) The Client has conducted a tender competition advertised on the Irish Government procurement website www.etenders.gov.ie

(b) The Open procedure was used and an Invitation to Tender was issued with a tender submission deadline **Insert Date**

(c) Following evaluation of its tender against the published award criteria, the Framework Member is now appointed as the operator under this Framework Agreement.

1. Definitions

"Commencement Date" means after **Insert Date**

"Competitive Procedure" means the process leading to award of a Contract on foot of this Framework Agreement.

"Contract" means a contract which falls within the scope of this Framework Agreement and for which the Client conducts a Competitive Procedure under the terms of this Agreement;

"Framework Agreement" means these terms and conditions, including any Schedules hereto;

"Framework Period" means the period in years set out in Clause 3.1;

"Invitation to Tender" means the document issued by the Client on **Insert Date**

"Other Conditions" for example Special Terms and Conditions or Service Level Agreement as may be appropriate;

"Successful Tenderer" means a Framework Member who is awarded a contract on the basis of this Framework Agreement;

"Tender" means the submission of the Framework Member in response to the Invitation to Tender, together with any clarifications accepted by the Client.

- 1.1** To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the

relevant term or condition that is most favourable to Enterprise Ireland shall prevail.

- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the contract requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. Appointment of Framework Member

- 2.1 The Framework Member accepts its appointment under the terms and conditions of this Framework Agreement.
- 2.2 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Client may at its sole discretion choose not to enter into any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.
- 2.3 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period falling within the scope set out in Clause 4.1 Enterprise Ireland reserves the right to operate outside the terms of the framework agreement in the event that it considers that it is not achieving value-for-money.

3. Period of Framework Agreement

- 3.1 The period of the Framework Agreement will be for a maximum period of 4 years.
- 3.2 The Framework Agreement shall take effect on the Commencement Date.

4. Scope of Framework Agreement

This Framework Agreement relates to the provision of sustainability capability building programmes, details are set out in Schedule 1.

5. Procedure for Award of Contracts

- 5.1 Contracts awarded under the framework may be by direct appointment to the appointed framework member.
- 5.2 On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the Client and the successful Framework Member

shall enter into a contract in accordance with the General Terms and Conditions, as well as any Special Terms and Conditions pertaining to the contract.

5.3 If for any reason it is not possible to award a Contract to the designated successful tenderer emerging from a Competitive Procedure, or if having awarded the Contract, the Client considers that the successful tenderer has not met its obligations, the Client reserves the right to award the Contract to the next highest scoring tenderer. This shall be without prejudice to any remedies in law or equity that may be available to the Client with respect to the unsatisfactory performance of the Contract.

5.4 It should be specifically noted that Enterprise Ireland reserves the right to terminate the Framework Agreement and to operate outside the terms of the framework agreement in the event that it considers that it is not achieving value-for-money.

6. Fixed Conditions for Contracts

6.1 Prices

The maximum price chargeable by the Framework Member during the 4-year period of the framework agreement is as set out on the Form of Tender.

6.2 Personnel

The Framework Member must nominate a contract manager to liaise with Enterprise Ireland to ensure successful delivery of this contract. The resources appointed to the framework must be those used in the award of any contract under the framework. Where the successful framework member proposes to replace a nominated person, the replacement must be of equal or better qualifications and expertise than that of the original person. Any replacements must be notified in writing to the Client and must be agreed by the Client prior to their commencement of any work under the framework.

7. Obligations of Framework Member

7.1 Conflict of Interest

The Framework Member is required to inform the Client of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Client or employees of the Client or their relatives must be communicated to the Client immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify the Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

7.2 Insurances

Each Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents (see selection criteria)

7.3 Tax Clearance Certificate

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

7.4 Changes to Declarations

The Framework Member shall retain a copy of the signed Declarations Forms of this Agreement. If at any point during the Framework Period or during the lifetime of a Contract the Member becomes aware of Circumstances that might affect the validity of any of the statements in these Declarations, it shall notify the Client in writing of such circumstances at the earliest possible opportunity. Failure to notify the Client of any such changes may result in termination of membership.

7.5 Corrupt Gifts and Inducements

7.5.1 The Framework Member shall not give, provide or offer to any staff or agent of the Client a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period 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 Agreement or any Contract.

7.5.2 The Client shall be entitled at all times to request a Certificate from any person in its employment or in the employment of the Framework Member that no such gift has been given. In the event of any such gift having been given, the Client shall be entitled to terminate this Framework Agreement and any Contract forthwith and to recover from the Framework Member all losses resulting from such termination together with an account or value of such gift.

7.6 Audits

Any Contract awarded under this Framework Agreement may be subject to audit by the Client or an authorised third party. In this event, the Framework Member is required to comply with all requests for information in relation to any Contract performed or partly performed by it under the Framework Agreement. Failure to provide the required information may result in termination of appointment.

8. Termination of Appointment

8.1 Without prejudice to any other rights or remedies to which it may be entitled, the Client shall be entitled to terminate the appointment of the

Framework Member forthwith and without liability by giving notice at any time if:

- 8.1.1** The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;
- 8.1.2** The Member fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Client requiring the Member to do so;
- 8.1.3** The Member's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement or the relevant Contract, or fails to meet any standard prescribed by law;
- 8.1.4** Any person employed by the Member or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 7.5 above, whether with or without the knowledge of the Member;
- 8.1.5** The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;
- 8.1.6** The Member ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;
- 8.1.7** The Member is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;
- 8.1.8** An order is made or an effective resolution is passed for the winding up of the Member's company other than for the purpose of a restructuring the terms of which have been agreed by the Client;
- 8.1.9** A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;
- 8.1.10** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;
- 8.1.11** The Client reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;
- 8.1.12** The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;

8.1.13 Any representation made by the Member in connection with this Agreement or a Contract shall in the opinion of the Client prove to be untrue or incorrect in a material respect as of the date when made;

8.1.14 Any event analogous to those contemplated in Clauses 8.1.5 through 8.1.12 occurs to the Member within the laws of any other jurisdiction.

9. Termination of Framework Agreement

9.1 The Client reserves the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Client as a result of the Client terminating this Framework Agreement in accordance with this Clause.

9.2 Termination of the Framework Agreement pursuant to Clause 9.1 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.

9.3 For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any Contract entered into by the Client and any provider of the service pursuant to that Framework Agreement.

10. General

10.1 Freedom of Information

The Framework Member acknowledges that the Client is subject to the Freedom of Information Act 2014. Accordingly, information furnished to the Client by the Member may be released pursuant to the Client's statutory obligations. If the Member considers that any of the information supplied by it to the Client under this Framework Agreement or any Contract should not be disclosed because of its commercial sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Client accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

10.2 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to the provisions of Clause 10.3 the Irish courts shall have exclusive jurisdiction.

10.3 Resolution of Disputes

Any dispute or difference arising out of or in connection with this Contract shall be referred in the first instance to a Conciliator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of a Conciliator, to be appointed on the request of either party by the Chairman for the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman of the Institute. In the event that the matter cannot be resolved by conciliation it shall be referred to a single

Arbitrator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, to be appointed on the request of either party by the Chairman of the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman for the Institute. The decision of the Arbitrator appointed under this Condition shall be final and binding on the parties. Such Arbitration shall be governed by the Arbitration Act 2010 as amended or replaced or any statutory variation, modification or re-enactment thereof for the time being in force.

10.4 Waiver

Failure by either party to exercise their rights under these conditions shall not operate as a waiver or in any way preclude or prevent the exercise of further rights. A waiver of any breach of the terms of these conditions shall not be deemed to be a waiver of any other breach or default and shall in no way affect the other terms of the Contract.

10.5 Severability

Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the Framework Agreement and the remainder of the Agreement shall continue in full force and effect.

10.6 Force Majeure

10.6.1 If through no fault of a party, its performance has been affected or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

10.6.2 If however, force majeure causes a delay or failure in performance for a period longer than seven days, the Client shall have the right to terminate the Contract by seven days' notice in writing.

10.6.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence but shall not include strikes or concerted acts of the Framework Member 's workforce.

10.7 Public Procurement

Nothing in this Agreement shall prevent the Client from complying with its obligations under public procurement legislation. If necessary this Framework Agreement and any Contract concluded hereunder may be abridged modified, or amended without penalty to the Client so as to enable it comply with the said obligations.

11. Notices

11.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

For the Client:

Contact Name:

Address:

E-mail:

Phone:

For the Framework Member:

Contact Name:

Address:

E-mail:

Phone:

11.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

11.2.1 If delivered, at the time of delivery to the addressee or its duly authorised agent;

11.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

11.2.3 If transmitted electronically on receipt of 'read receipt' or equivalent.

11.3 All notices to the Client or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

11.4 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

SIGNED:

On behalf of the CLIENT

Name

Position

Signature

Date

Witnessed

On behalf of the Framework Member

Name

Position

Signature

Date

Witnessed

Schedules:

1. Form of Tender
2. Resources
3. Insurances
4. Services

Enterprise Ireland

Schedule 1: Form of Tender

Note to Tenderers: Charges set out in the Form of tender will be inserted here prior to issuing the framework agreement for signing

Enterprise Ireland

Schedule 2: Resources

Note to Tenderers: Details of Staff resources proposed in the tenderers tender response will be inserted here prior to issuing the framework agreement for signing

Enterprise Ireland

Schedule 3: Insurances

Note to Tenderers: Details of the tenderers insurances provided in their tender response will be inserted here prior to issuing the framework agreement for signing

Enterprise Ireland

Schedule 4: Services

Note to Tenderers: Details of the services within the scope of the framework agreement will be inserted here prior to issuing the framework agreement for signing

Enterprise Ireland

7 APPENDIX 2 - ENTERPRISE IRELAND TERMS AND CONDITIONS

WHEREAS:-

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:-

IT IS AGREED:-

1 PURCHASE

- 1.1 The supplier of the services identified in the purchase order or contract, ("**Seller**"), shall provide and Enterprise Ireland shall receive the services, as set out in Appendix 1 – Statement of Work on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.
- 1.2 Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.
- 1.3 Enterprise Ireland will not accept responsibility for any order which is not on an official order form and fully signed by an authorised officer.

2 APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

3 PAYMENT

- 3.1 In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates ("charges") as stated in the Purchase Order.
- 3.2 **Invoice and Monthly Statement**
 - 3.2.1 Seller shall issue an invoice for each individual Purchase Order.
 - 3.2.2 The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts.payable@enterprise-ireland.com quoting the Purchase Order number
 - 3.2.3 The supplier name on the invoice must be the same as on the Purchase Order.
 - 3.2.4 The invoice quantity, value and currency must be the same as on the Purchase Order.

3.2.5 The description on the invoice must reasonably match that on the Purchase Order.

3.2.6 Invoices received without a Purchase Order will be returned. A single monthly statement shall be submitted by Seller within three (3) working days of month end. This statement shall include a breakdown showing all individual invoice charges for the month.

3.3 Tax Clearance Certificates

Where cumulative payments exceed €10,000 (including VAT), in a 12-month rolling period, a valid Tax Clearance Certificate from Irish Revenue must be submitted to Enterprise Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.4 Professional Services Withholding Tax

Where professional Services are provided to Enterprise Ireland, the payment for such services are liable to Professional Services Withholding Tax (PSWT) at 20%. An F45 will be issued in receipt of the deduction. The PSWT deducted can be re-claimed from the Irish Revenue. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.5 E-Day Bank Details for Payment

3.6.1 Enterprise Ireland (like all Irish Public Bodies) no longer sends cheques to businesses in Ireland.

3.6.2 To receive payment for your supply to Enterprise Ireland the business bank details must be submitted to accounts.payable@enterprise-ireland.com

3.7 Late Payments

3.7.1 Enterprise Ireland is bound by the **Late Payment in Commercial Transactions Regulations 2012**.

3.7.2 All public sector bodies must pay invoices within 30 days of receipt of invoice (invoice must be received by Accounts Payable, Finance, Enterprise Ireland) or the services, whichever is the later.

3.7.3 After 30 days, interest and compensation is automatically applied to monies outstanding, if the invoice is correct and there are no outstanding queries in relation to it.

3.7.4 Invoices/delivery shall be queried by Enterprise Ireland within 10 working days of receipt in writing.

3.7.5 The rate of interest payable under this sub-clause shall be ECB main re-financing rate plus 8 percentage points.

3.7.6 Any queries on invoices should be addressed to accounts.payable@enterprise-ireland.com.

4 INDEPENDENT CONTRACTOR

- 4.1** Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.
- 4.2** Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5 WARRANTY

- 5.1** Seller hereby warrants its power to enter into contracts and that it has obtained all necessary approvals to do so.

6 INDEMNITY

- 6.1** If notified promptly in writing of any action brought against Enterprise Ireland based upon a claim that any services provided by Seller infringes any patent, trade mark, copyright or other intellectual property right, the Seller shall if called upon to do so by Enterprise Ireland defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Enterprise Ireland in connection with the claim (including legal and other expert fees). If so called upon, Seller shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

7 LIMITATION OF LIABILITY

- 7.1** In no event will Enterprise Ireland's total liability for damages and actions based on contract or tort arising out of or in connection with a Purchase Order exceed the amount remaining due under that Purchase Order.
- 7.2** In no event shall Enterprise Ireland be liable for any indirect or consequential loss suffered by Seller.

8 FREEDOM OF INFORMATION

Please note Enterprise Ireland is subject to the Freedom of Information Act 2014. The following extract may be relevant to this Purchase Order:

A record in the possession of a service provider shall, if and in so far as it relates to the service, be deemed for the purposes of this Act to be held by the FOI body, and there shall be deemed to be included in the contract for the service a provision that the service provider shall, if so requested by the FOI body for the purposes of this Act, give the record to the FOI body for retention by it for such period as is reasonable in the particular circumstances.

9 CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014, both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the other hereunder. Both parties shall take all reasonable steps to ensure that its employees, agents, Sub-contractors are bound by the same obligation.

10 FORCE MAJEURE

Neither party will be liable for failure or delay in the performance of its obligations under a Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes or governmental regulations.

11 ASSIGNMENT

Seller shall not assign a Purchase Order or any part thereof without Enterprise Ireland's prior written approval.

12 SUB-CONTRACTING

- 12.1 Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.
- 12.2 Seller shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13 NOTICES

- 13.1 Any demand, notice or communication shall be deemed to have been duly served:-
 - 13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).
 - 13.1.2 If given or made by prepaid post, two working days after being posted.
- 13.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park, Dublin 3, Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14 WAIVER

- 14.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances

operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14.2** Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of a Purchase Order.

15 HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of the clauses.

16 SEVERABILITY

If any part of a Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Purchase Order which will continue to be valid and enforceable to the fullest extent permitted by law.

17 CANCELLATION

- 17.1** Enterprise Ireland may cancel an order in whole or in part at any time by written or electronic notice in the event that the Seller:

- 17.1.1** fails to comply with any term or condition of the order including but not limited to delivery terms; or
- 17.1.2** is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or
- 17.1.3** voluntarily ceases trading

18 INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to Enterprise Ireland's negligence, the Seller shall indemnify Enterprise Ireland against all loss which may result in any way from any act or omission of Seller, its employees, servants, agents or sub-contractors and Seller shall maintain such public liability, personal injury and property damage and employer's liability and compensation insurance as will protect Enterprise Ireland from said risks and shall produce evidence of such insurance upon request by Enterprise Ireland.

19 Data Protection

-
- 19.1** Seller shall comply with all applicable data protection law including but not limited to the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and any other national implementing legislation ("**Data Protection Law**").
- 19.2** In this clause 19, the terms "personal data", "processor", "controller", "data subject", supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in Data Protection Law. "Sub-processors" shall mean other processors that are used by Seller to process personal data.
- 19.3** To the extent that Enterprise Ireland acts as a controller and Supplier acts as a processor, and the provision of the goods or services requires Supplier to process personal data relating to Enterprise Ireland's clients, employees, officers and/or other persons, at Enterprise Ireland's request or under Enterprise Ireland's instructions, Seller shall comply with its obligations as processor under this clause 19.
- 19.4** The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and Enterprise Ireland's obligations and rights as controller are as provided in the applicable agreement between Enterprise Ireland and Seller and/or further to written or oral instructions that Seller receives from Enterprise Ireland.³
- 19.5** In processing personal data that Enterprise Ireland provides to Seller, Seller warrants and represents that Seller is, and shall be for so long as Seller processes any such data, fully compliant with the Data Protection Law and Seller agrees:
- 19.5.1** To only process the personal data on Enterprise Ireland's documented instructions, unless Seller is required to do so by EU or Irish law. Seller shall inform Enterprise Ireland of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- 19.5.2** Not to transfer the personal data to a recipient outside the EEA, without Enterprise Ireland's prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- 19.5.3** To impose a duty of confidentiality on any staff and subcontractors of Seller, where applicable, with access to the personal data.
- 19.5.4** To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the
-

ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.

- 19.5.5** Not to engage another processor without Enterprise Ireland's prior specific or general written authorisation. In the case of general written authorisation, Seller shall inform Enterprise Ireland of any intended changes concerning the addition or replacement of other processors, thereby giving Enterprise Ireland the opportunity to object to such changes.
- 19.5.6**]To require any sub-processor that Seller engages to process the personal data on Enterprise Ireland's behalf, to adhere to the same obligations that Seller undertakes in these terms and conditions, to ensure such processing meets the requirements of the Data Protection Law, and Seller will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- 19.5.7** Insofar as possible, and taking into account the nature of the processing, assist Enterprise Ireland by appropriate technical and organisational measures to fulfil Enterprise Ireland's obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- 19.5.8** Taking into account the nature of the processing and the information available to Seller, assist Enterprise Ireland in ensuring compliance with its obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- 19.5.9** At Enterprise Ireland's request, delete or return all the personal data to Enterprise Ireland after the end of the provision of Seller's goods or services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- 19.5.10** Make available to Enterprise Ireland all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by Enterprise Ireland or another auditor mandated by Enterprise Ireland.
- 19.5.11** Immediately inform Enterprise Ireland if, in Seller's opinion, an instruction of Enterprise Ireland infringes Data Protection Law.

On behalf of the Seller

Name:
(Block letters)

Position:

Signature:

Date:

On behalf of Enterprise Ireland

Name:
(Block letters)

Position:

Signature:

Date:

Enterprise Ireland

SCHEDULE 1 – Statement of Work

Note to Tenderers: Details of the Call-Off Contract services will be inserted here prior to issuing for signing

Enterprise Ireland

APPENDIX 3 – DATA PROCESSING AGREEMENT

ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on [insert date]

BETWEEN:

- (2) **ENTERPRISE IRELAND** with Principal Office at The Plaza, Eastpoint Business Park, Dublin 3 (EI); and
- (2) [] (the **Supplier**).
- (each a **Party** and together the **Parties**).

BACKGROUND:

- (A) The Supplier is [insert description of the Supplier's business activities].
- (B) [The Supplier is providing the Services to EI [pursuant to an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**) ⁽¹⁾].
- (C) In the course of providing the Services to EI pursuant to [this Agreement/ the **Services Agreement**], the Supplier will process Personal Data on behalf of EI. The Supplier agrees to comply with the following provisions with respect to any Personal Data processed on behalf of EI.

AGREED TERMS:

5 DEFINITIONS AND INTERPRETATION

- 1.3 In this Agreement the following expressions will have the following meanings unless expressly stated to the contrary:

Commencement Date means [];

Confidential Information means any information, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential, or other matters connected with the Services;

Controller Data means all Personal Data and Confidential Information that may be supplied to the Processor by or on behalf of the Controller pursuant to [this Agreement/ the **Services Agreement**] or produced or obtained by the Processor wholly or partly at the Controller's expense;

Data Controller, Data Processor, Data Subject, Personal Data, Processing and Prior Consultation shall have the meanings ascribed to them under Data Protection Law;

Data Processing Annex means [Annex 1](#) to this Agreement; ;

Data Protection Law means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended or replaced); (ii) to the extent applicable, the data protection and information privacy laws of another jurisdiction; (iii) the General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iv) any subsequent re-enactment, replacement or amendment of such laws; and (v) any guidance issued by the Irish Data Protection Commission (or replacement Irish supervisory authority);

Data Security Breach means any known potential or actual breach of the Data Controller's minimum information security requirements or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data;

Group means of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party, 'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014 (Ireland);

Losses means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by the Controller;

Personnel means (i) the officers, employees, agents and contractors (including Subcontractors) of a Party and the members of its Group; and (ii) the officers, employees, contractors and agents of the contractors (including Subcontractors) of that Party and the members of its Group;

Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business; and

Services mean the services to be delivered by or on behalf of the Data Processor under [this Agreement/ the Services Agreement].

5 DATA CONTROLLER AND DATA PROCESSOR

- 1.3 In order to provide the Services to EI, the Supplier will require certain Personal Data to be made available to it by EI.
- 2.3 The Parties acknowledge that for the purposes of Data Protection Law, EI is a Data Controller (the **Controller**) under [this Agreement/ the Services Agreement].
- 3.3 The Supplier is a Data Processor (the **Processor**) in respect of the Personal Data processed under [this Agreement/ the Services Agreement] on behalf of the Controller. All right, title and interest in the Personal Data shall vest solely in the Controller and the Processor shall not acquire any rights in the Personal Data, except as may be set out in this Agreement [or the Services Agreement].
- 4.3 The rights and obligations of each party in connection with data processing activities are set out in clause 3 below.

5 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

- 1.3 The Controller shall provide the Personal Data to the Processor together with such other information as the Processor may reasonably require in order for the Processor to provide the Services to the Controller.

Obligations of the Processor

- 2.3 **Instructions:** The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, [the Services Agreement] and any other written instructions of the Controller, including those set out in the **Data Processing Annex**, unless required to do so by Union or

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- Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 3.3 **Disclosure to Third Parties:** The Processor shall not disclose the Controller Data to any third party without the prior written approval of the Controller.
- 4.3 **Data Transfers:** The Processor shall not transfer any of the Personal Data or other information relating to customers of the Controller to a country outside of the European Economic Area without the correct transfer mechanisms and in accordance with any terms the Controller may impose on such transfer.
- 5.3 **Data Subject Rights:** The Processor agrees to assist the Controller in responding to requests by Data Subjects exercising their rights under Data Protection Law, within such timescales as may be specified by the Controller.
- 6.3 **Assistance:** The Processor shall assist the Controller within timescales that allow the Controller to comply with its obligations pursuant to:
- 6.1.4 Article 32 of the GDPR (Security);
 - 6.2.4 Articles 33 and 34 of the GDPR (Data Breach Notification);
 - 6.3.4 Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
 - 6.4.4 Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement **[or the Services Agreement]**).
- 7.3 **Breach Notification:** The Processor will notify the Controller within twenty-four (24) hours of the Processor becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Processor shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Controller.
- 8.3 **Restoration:** In the event that any of the Controller Data is corrupted or lost or sufficiently degraded as a result of the any negligence or default by the Processor or its Personnel so as to be unusable then, the Controller shall have the option to:
- 8.1.4 require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do so as soon as possible; or
 - 8.2.4 itself restore or procure the restoration of the Controller Data and require the Processor to reimburse the Controller for any costs incurred in so doing.
- 9.3 **Confidentiality:** The Processor will ensure that its Personnel who Process Personal Data under this Agreement **[and the Services Agreement]** are subject to obligations of confidentiality in relation to such Personal Data.
- 10.3 **Security:** The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate:
- 10.1.4 the pseudonymisation and encryption of Personal Data;

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- 10.2.4 the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data and the Services;
 - 10.3.4 the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
 - 10.4.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 11.3 The Processor shall notify the Controller of any material changes to the technical and organisational measures used by the Processor throughout the Term.
- 12.3 **Sub-Processing:** The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller.
- 13.3 If the Processor engages any third party to Process any of the Controller's Personal Data, the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.
- 14.3 The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor and the limitations on liability agreed in clause.
- 15.3 **Demonstrating Compliance:** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by EI or another auditor mandated by EI.
- 16.3 **Infringement:** The Processor will immediately inform the Controller if, in its opinion, an instruction given or request made pursuant to this Agreement [or the Services Agreement] infringes Data Protection Law.
- 17.3 **Termination/Expiry:** On termination or expiry of [this Agreement/ the Services Agreement] (or at any other time on request by the Controller), the Processor shall return or permanently erase, at the election of EI, all copies of Personal Data received and/or processed by it under [this Agreement/ the Services Agreement] unless European Union or Member State law requires retention of the Personal Data.
- 18.3 The provisions of this clause shall survive the Term until the Processor has returned or destroyed all Personal Data.

Processor Indemnity

- 19.3 The Processor agrees to indemnify the Controller against any and all losses, costs, expenses (including legal expenses), damages, liabilities, demands, claims, fines, actions or proceedings

which the Controller may suffer or incur arising out of any breach of this Agreement whether or not such losses were foreseeable at the time of the breach which occasioned them.

5 TERM AND TERMINATION

- 1.3** This Agreement shall come into force on the Commencement Date and shall, subject to the terms of clauses 3.17, 3.18 and 3.19, terminate on [insert date/ termination or expiry of the Services Agreement] (the Term).

5 GENERAL

- 1.3 Counterparts:** this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement.
- 2.3 Governing Law:** The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.
- 3.3 Severability:** If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected.

IN WITNESS whereof this Agreement has been duly executed by the parties to it on the date set out at the beginning of this Agreement.

Signed for and on behalf of **Enterprise Ireland**

Signed for and on behalf of the **Supplier**

Signed _____

Signed _____

Duly authorised by **Enterprise Ireland**

Duly authorised by the **Supplier**

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

¹¹ **Note:** this agreement can be used as a standalone processing agreement (to be included as an appendix to a services agreement). Alternatively, the clauses at sections 2 and 3 can be extracted and included directly in the contract for services with the supplier/data processor. We can assist with this as and when required.

ANNEX 1 (TECHNICAL AND ORGANISATIONAL MEASURES/DATA PROCESSING ANNEX)

Data Flows and/or Record of Processing

Please complete a data flow diagram(s) showing the flow of personal data involved in the delivery of the service. The diagram should show **data** inputs, outputs, storage points including any 3rd parties who are involved in processing the data for all components of service delivery.

The Supplier may choose to complete a record of processing activities (ROPA) table to describe the data processing activities. Where supplied, The ROPA should include the information outlined in Article 30.

DATA RECORD

Complete the following Data Record

Customer:		Supplier:	
Customer Contact Name:		Supplier Contact Name:	
Nature and purpose of the processing carried out by Supplier:	[Insert a description of the purpose of processing]		
Duration of Processing:	[Insert agreed requirements around retention and deletion of the Personal Data]		
Description of data subject:	[Insert description of data subject, ie. Employees, members of the public etc.]		
Personal Data processed as part of the Services:	Delete data sets which are not applicable and/or add further data sets which are not included in the table.		
	Identification Data	includes name, date of birth, driver's license and passport information.	
	Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)	
	Communication Data	includes phone calls, email correspondence and hard copy correspondence.	
	Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.	
	Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information	

	Recruitment Data			includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
	Financial Data			includes payment related information or bank account details and financial data, pension data.
	Web Data			includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.
	Special Category Data			this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]
Authorised Sub-Processors and transfers:	Sub-Processor	Services	Location & Transfer mechanism (if applicable)	
			Standard Contractual Clauses/ Binding Corporate Rules	
			Standard Contractual Clauses/ Binding Corporate Rules	

Supplier TOMs:			Standard Contractual Clauses /Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
	Technical and Organisational Measures (TOMS) Declaration Below		

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	
Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	
If yes, please include a copy of the certificate or a link to an online version of the certificate as part of this response, clearly showing the scope of the certification and the certification body. Please also include the Statement of Applicability.	

Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
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Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
Management commitment to Data Protection	Supplier demonstrates commitment to implementing appropriate Technical and Organisational Measures in such a manner that processing of personal data carried out on behalf of Enterprise Ireland meets the requirements of the GDPR and ensures the protection of the privacy rights of data subjects. Supplier has documented data protection policies and there is regular management oversight of the implementation of the policies	
Data Protection Roles and Responsibilities	Supplier has defined clear Data Protection roles and responsibilities in the organisation. The key staff members have received appropriate training and have been allocated the necessary resources to carry out their duties.	
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). - Where appointed the DPO has been registered with the Data Protection Commission (DPC). - Where a DPO is not required a Data Protection Lead has been identified.	

	The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the organisation in relation to the protection and security of personal data.	
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	
Termination of Employment	Access to systems processing personal data on behalf of Enterprise Ireland is revoked immediately on termination of employment.	
Supplier/Partner Management	Supplier incorporates data protection measures into sub-processor activities by: • Implementing Data Processing Agreements (DPAs) that are compliant with Art 28 of the GDPR. • Where relevant, sub-processors are assessed on an ongoing basis to ensure the establishment of adequate safeguards for processing personal data • Specifically, processors are assessed/selected for security of processing and physical storage (location) of personal data.	

	All sub-processing must be carried out under contract. Sub-processor contracts are assessed to ensure adequate safeguards are in place.	
Transferring personal data outside the European Economic Area (EEA)	Where applicable, Supplier has taken measures to meet GDPR requirements for international data transfer of personal data processed.	
Data Security Risk Management	Supplier undertakes an analysis of the risks presented by data processing activities and uses this to ensure the appropriate level of security is put in place.	
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	

Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure: • only authorised personnel use their computer system • that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken • any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer	

	• staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. • computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	

Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	

Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	
Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner.	

	• Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to ensure confidentiality, integrity and availability for the personal data that is processed. Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible • minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation. Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a	

	physical or technical incident, including data loss or destruction for example by ransomware	
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	
Malware controls	Malware controls must be in place on all information systems processing EI data that:	

	(iii) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs (“Malicious Code Software”), (iii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and implementing the most currently available malicious code signatures.	
Intrusion detection and response policies, standards and procedures	Supplier must maintain policies, standards and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Security Breaches, and encouraging reporting actual or reasonably suspected Security Breaches, including; (iii) training Supplier’s personnel with access to Information to recognize actual or potential Security Breaches and to escalate and notify the senior management of the foregoing, (iii) mandatory post-incident review of events and actions taken concerning security of Information, and (iii) policies and standards concerning reporting to Regulators and law enforcement agencies.	
Secure disposal	Supplier has policies and procedures in place to ensure the secure disposal of equipment that may contain Enterprise Ireland data.	

Log management	Events, alerts and log information is reviewed on a timely basis to identify potential security incidents. Supplier retains relevant logs in a tamper proof system that supports threat identification and post-incident investigation.	
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls are in place to maintain and monitor data and user segregation	
Secure software development	1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development.	
PCI DSS <i>*Applies only to Managed/Cloud based Services processing payment card data.</i>		
Cookies & other Tracking Technologies		

Any additional details relevant to the above requirements:

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Enterprise Ireland