

**Request for Tenders dated [Insert Date]
for the provision of
an Employee Assistance Service Client Case
Management Solution (CCMS) for the
Civil Service Employee Assistance Service (CSEAS),
Department of Public Expenditure, Infrastructure,
Public Service Reform and Digitalisation (DPER)**

**Tender procedure: Competitive Procedure with
Negotiation**

Tender Deadline: [Insert Date]

**This RFT document is for information purposes only and should
only be completed by those invited to Stage 2 of this
Competitive Procedure**

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Part 1: Introduction

1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”) invites tenders (“Tenders”) in response to this Request for Tenders (“RFT”) from the shortlisted Candidates from Stage One of this public procurement competition (“Tenderers”) for the provision of Employee Assistance Service Client Case Management System (CCMS) Software as a Service (SaaS) (“SaaS Solution”) as described in Appendix 1 to this RFT.

1.2 The Civil Service Employee Assistance Service (CSEAS) office, which is currently 20 staff members, provides an internal Employee Assistance Programme to over 48,000 Civil Service staff within over 50 organisations.

The services provided by CSEAS include but are not limited to:

- One to one onsite/offsite (face to face) and online support:
 - Assistance in evaluating and assessing difficulties;
 - Support in planning a structured approach to coping with and resolving difficulties;
 - Follow-up contact and support;
 - Short-term solution-focused issue resolution;
 - Referral to external professionals or agencies as considered appropriate and in agreement with the individual;
 - Information on a wide range of topics;
 - Guidance and signposting on internal supports available;
- Advisory service and support to managers and supervisors, where they have concerns about staff and organisational wellbeing;
- Crisis Support /Critical Incident Stress Management/Trauma Onsite group support;
- Onsite and Online webinars on a wide range of wellbeing topics.

See <https://www.cseas.per.gov.ie/> for more details.

To support activities, the CSEAS uses an in-house CCMS which is approaching end of life. Accordingly, the CSEAS seeks to procure an CCMS to support case management, reporting and service delivery (hereafter referred to as the “Solution”). The solution must be configured and support a digital-first approach, reducing manual processes and improving efficiency. The new solution will be provided on a Software as a Service (SaaS) basis.

An agile Client Case Management System will enhance CSEAS responsiveness, strengthen its digital presence, and improve efficiency and innovation in service delivery. The system, with integrated reporting, will provide increased functionality, automation, and scalable storage to meet current and future civil service needs. This section covers the supply, implementation, reporting capabilities, and ongoing support and maintenance of the system for the Civil Service Employee Assistance Service.

The Client Case Management System shall support the delivery of sessional services and at a minimum must:

- Provide an intuitive, user-friendly interface;
- Enable efficient file and document management;
- Integrate validated pre- and post-assessments, outcome measures, and evaluation surveys;
- Support end-to-end case management, including progression review, and automated closure;
- Allow unlimited storage for session notes and client contacts;
- Include pre-configured and extensible lists of clinical and organisational issues;
- Enable flexible configuration of data fields;
- Facilitate identification and flagging of critical cases;
- Provide an integrated diary function accessible via mobile devices (e.g. smartphones, tablets, iPads);
- Enable client self-scheduling and client record (client card) creation;
- Support secure external messaging between the Contracting Authority and its clients;
- Allow authorised editing and deletion of data in line with governance requirements;
- Deliver enhanced individual and aggregate reporting functionality.

Further detail regarding the requirements of the CCMS is set out in Appendix 1 of this RFT.

1.3 This Competition is a Competitive Procedure with Negotiation and is being conducted in accordance with the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

The Contracting Authority invites those Tenderers who successfully passed Stage 1 of the Competition to submit initial Tenders in response to this Stage 2 Request for Tenders (RFT) document.

The Contracting Authority reserves the right to make changes to this RFT at this Stage 2, or at Stage 3, however the minimum requirements (the ‘Minimum Requirements’) and award criteria which were set out in Appendix 1 of the Pre-Qualification Questionnaire (PQQ) will not change during the Competition and will not be subject to negotiation at Stage 3, if applicable.

After the assessment of the Stage 2 Tender responses (“Tenders”), the Contracting Authority may decide to award the services contract (“Services Contract”) to the Tenderer that has submitted the most economically advantageous Tender (the “Successful Tenderer”) for the provision of the SaaS Solution based on the award criteria set out in this RFT without negotiation or it may decide to negotiate with Tenderers in order to improve the content of their Tenders.

Stage 3 – Negotiation Phase (Optional “Stage 3”)

Tenderers are reminded that Stage 3 is optional, at the sole discretion of the Contracting Authority. If the Contracting Authority decides to negotiate initial Tenders with Tenderers, it will provide Tenderers with the details of the process and the timetable in advance of the negotiations. The negotiations may take place in successive stages. The Minimum Requirements and award criteria shall not be subject to negotiation. When the Contracting Authority wishes to conclude the negotiations, it will set a common deadline for Tenderers to submit their final Tenders. At the end of this process, the Contracting Authority shall award the Services Contract to the Tenderer with the most economically advantageous Tender based on the award criteria set out in this RFT. No negotiations shall take place after the receipt of final Tenders.

- 1.4 Any Services Contract that may result from this Competition (the “Services Contract”) (subject to paragraph 1.5 below, if applicable) will be issued for an initial term of **five (5) years** (“the Term”).

The Contracting Authority reserves the right to extend the Term for a period or periods of up to two (2) years each, with a maximum of five (5) such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The term will not exceed ten (10) years in the aggregate.

- 1.5 To enable the potential future evolution of the Contracting Authority’s SaaS Solution and to ensure continuous efficiency and effectiveness, the Contracting Authority shall have the option to require the Successful Tenderer to provide additional functionality, enhancements and/or any associated services related to the Contracting Authority’s SaaS Solution during the Term of any Services Contract (including any extensions) awarded pursuant to this Competition. The Successful Tenderer may be required to provide, configure, customise, implement, maintain and support such additional functionality and enhancements.

Candidates should note that any additional functionality, enhancements and/or services related to the Services Contract awarded pursuant to Stage Two of this Competition as referred to above will be subject to the parties’ obligations at law, the change control procedure in Clause 24 of the Services Contract and to the Charges in Schedule C of the Services Contract which will be set out in the Stage 2 RFT.

- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some €500,000 - €800,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

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

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

- 2.1.1 TENDERERS ARE ADVISED TO READ THROUGH THIS RFT AND ITS APPENDICES CAREFULLY AND THOROUGHLY AND TO RESPOND TO ALL INFORMATION REQUESTED. TENDERERS SHOULD NOT ASSUME ANY KNOWLEDGE OF THEIR ORGANISATION OR THEIR PRODUCTS OR SERVICES ON THE PART OF THE CONTRACTING AUTHORITY.**

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

- 2.1.2** The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

The award of a Services Contract does not confer exclusivity on the successful Tenderer and Tenderers should note that the Contracting Authority shall be under no obligation to purchase any minimum value of services under any Services Contract.

- 2.1.3** The Pre-Qualification Questionnaire (PQQ) and this RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

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

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data

has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a). To submit all documentation which this RFT requires to be submitted with their Tender;
- (b) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (c) To conform to and comply with all instructions and requirements set out in this RFT;
- (d) To submit the statement required under paragraph 2.4 below; and
- (e) Not to alter or edit this RFT in any way.

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

2.3 SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.

2.3.2 If a Tenderer has any queries or observations in relation to the terms and conditions set out in Appendix 5 of the RFT, any such observations should be raised prior to the deadline for submission of queries as set out in clause 2.7.1 below.

The Contracting Authority reserves the right to amend the Services Contract in so far as it may deem necessary and will, in such circumstances, provide Tenderers with details of any amendments to the Services Contract in accordance with clause 2.7.4 below.

In the event that the Contracting Authority exercises its discretion to proceed to the Stage 3 Negotiation Phase, the Contracting Authority will provide Tenderers with details of the scope of the negotiation, including details of whether any of the terms and conditions of the Services Contract will be the subject of any such negotiation.

Please note that the Contracting Authority has no obligation to make any amendments to the terms and conditions of the Services Contract set out in Appendix 5 of the RFT. Further, and for the avoidance of doubt, Tenderers should be aware that no substantial modifications can be made to those terms and conditions following the appointment of the Successful Tenderer.

2.3.3 Tenderers should note that any Services Contract entered into by the Contracting Authority pursuant to this Competition may be assigned, novated or transferred, at no additional cost, to any other Minister or any other public service body, entity or office and by submitting a Tender, Tenderer so acknowledges and agrees.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must:

- (1) provide details of all members of the revised group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to, and
- (2) Provide an electronic ESPD (eESPD) duly completed by any new member of the group of undertakings, and
- (3) in circumstances where the Tenderer relied on an undertaking or undertakings to fulfil a Selection Criterion or Selection Criteria in Stage 1, and that undertaking or undertakings has left the group of undertakings, the Tenderer will be evaluated to assess whether they continue to fulfil the Selection Criteria in Stage 1 and shall be required to provide all evidentiary documents required to demonstrate they continue to fulfil the Selection Criteria in Stage 1.

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

2.6 TENDER SUBMISSION REQUIREMENTS

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

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

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

2.6.2 Tenders must be received not later than [insert time] on [insert date] (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office 2016 suite of software. Responses must be provided in MS-Word or MS-Excel as appropriate. Tenders must **NOT** contain embedded documents, and all supplementary documents must be included as individual documents and referenced from within the main response document.

No URLs shall be included in a Tender Response unless expressly requested by the Contracting Authority. Where a Tenderer includes a URL that has not been expressly requested, the Contracting Authority will disregard the URL and any information contained within, or accessible through, that URL. Such information will not be considered or evaluated as part of the Tender Response.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than [insert time] on [insert date] unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

- 2.7.5 Tenderers should note that the Contracting Authority intends to hold an information briefing for Tenderers on **DD MM YYYY**. This information briefing will be held via a video conferencing link and will be a plenary session for all Tenderers participating in Stage 2 of the Competition.

The purpose of the information briefing is to provide Tenderers with an overview of the various rules associated with this Stage 2. The information briefing will also provide an opportunity for Tenderers to ask questions on any matters relating to the Competition. Attendance at the information briefing is not mandatory for participation in this Competition. A maximum of three (3) representatives of each Tenderer are welcome to attend. **Tenderers are required to notify the Contracting Authority via the message feature on www.eTenders.gov.ie no later than [insert date and time]** of their intention to participate in the briefing and to provide the name(s) and email addresses of attendee(s). Details for joining the briefing will be circulated in advance of the session.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
- 2.9.2 The successful Tenderer(s) must return the original signed confidentiality agreement, as set out in Appendix 6 ("Confidentiality Agreement") to the Contracting Authority in accordance with paragraph 3.5 below. The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for six (6) calendar months commencing from the Tender Response Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6 Tenderers should note that prices (including SaaS Fees and Per Diem rates) may be increased only after the fifth (5th) anniversary of the Effective Date of the Services Contract. Prices may be increased or decreased by no more than 3% per year or the percentage increase (if any) or decrease in the relevant Consumer Price Index, published by the Central Statistics Office (Ireland) in the twelve-month period immediately preceding the date of the proposed price modification, whichever is the lesser. Prices may be subject to only one such annual modification over the course of each year of the Services Contract.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.
- 2.11.4** The Successful Tenderer shall be an independent Contractor and shall not be deemed an employee of the Contracting Authority. Any Services Contract resulting out of this Competition shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the Successful Tenderer and the Contracting Authority. The officers, employees or agents of the Successful Tenderer are not and shall not hold themselves to be (and shall not be held out by the Successful Tenderer as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

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

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used*

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability*	€13 million limit for Any One claim or series of claims arising out of a single occurrence and unlimited in the period of insurance.
Public Liability*	€6.5 million limit for Any One claim or series of claims arising out of a single occurrence per period of insurance.
Professional Indemnity	€1 million Any One Claim per period of Insurance.
Crime Insurance	€250,000 Any One claim
Cyber Insurance	€1 million Any One Claim and in the aggregate per Insurance policy year.
*The Employers Liability and Public Liability policies should include an indemnity to principals' clause and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract.	

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

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

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1.1 Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 above will be evaluated in accordance with the Award Criteria at part 3.2 below.

For the avoidance of doubt, in the event that the Contracting Authority does not award a contract at Stage 2 on foot of initial Tenders submitted, and instead elects to proceed to Stage 3 Negotiation, compliance will also be assessed in respect of any subsequent Tenders submitted following any such negotiation, prior to the evaluation of those Tenders.

3.2 AWARD CRITERIA

- 3.2.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the award criteria and sub-criteria set out at the tables below.

Tenderers should note the award criteria are categorised as follows:

- (a) **Mandatory Requirements** – evaluated on a Pass / Fail basis only;
- (b) **Qualitative Requirements** – evaluated on a qualitative basis and marks awarded accordingly;
- (c) **Cost** – evaluated relative to the lowest priced eligible tender and marks awarded accordingly.

The total number of marks available is ten thousand (10,000). Rounding to the nearest whole number (natural rounding) will be used in respect of the marks awarded at sub-criterion level.

(a) **Mandatory Requirements**

Mandatory Requirements are identified in Appendix 1 by the use of the letters “MR”. Tenderers’ responses to these requirements will be evaluated on a Pass/Fail basis. Tenderers must meet all these Mandatory Requirements. If the Tenderer fails to meet any single requirement designated as a Mandatory Requirement, the Tender will not be evaluated in respect of Cost and, subject to the Contracting Authority’s right to proceed to the optional Stage 3, will be eliminated from further participation in the Competition.

The table at Section 3.2.3(a) below sets out the Mandatory Requirements.

(b) Requirements which are subject to Qualitative Assessment (QA)

Requirements in Appendix 1, which will be subject to Qualitative Assessment (QA) by the Contracting Authority, are identified by the letters “FR”, “TR”, “IR”, “SR” and “GR”. Tenderers’ responses to these QA requirements will be evaluated and scored in accordance with the scoring methodology set out in Section 3.2.3(b) below.

To ensure a high-quality solution, Tenderers must achieve a minimum total score (where a minimum score is indicated) of forty percent (40%) of the maximum available marks for each qualitative award criterion or sub-criterion as set out in Appendix 1.

For the avoidance of doubt, if the Tenderer fails to achieve the requisite minimum score of 40% (where a minimum score is indicated) for any one award criterion or sub-criterion in Appendix 1 then the Tenderer’s proposal will not be evaluated in respect of Cost and, subject to the Contracting Authority’s right to proceed to the optional Stage 3, the Tenderer will be eliminated from further participation in the Competition.

In respect of the qualitative award sub-criteria which are being assessed relative to the highest scoring Tenderer for those particular sub-criteria, identified in Section 3.2.3(b), Tenderers should note that only those Tenders that have:

- (i) achieved a pass in respect of each of the Mandatory Requirements, and,
- (ii) achieved the requisite minimum score of 40% (where indicated) in respect of each of the other qualitative award sub-criteria, will be evaluated in respect of those sub-criteria.

The table at Section 3.2.3(b) sets out the maximum marks available, and the minimum marks required (where indicated), for the sub-criteria under each qualitative award criterion.

(c) Cost

The Cost award criteria identified in *Appendix 2 Pricing Schedule* will be evaluated and scored in accordance with the methodology and formula set out in Section 3.2.3(c) below. Tenderers should note that only those Tenders that have

- (i) achieved a pass in respect of each of the Mandatory Requirements, and,
- (ii) achieved the requisite minimum score of 40% in respect of each of the qualitative award sub-criteria, will be evaluated in respect of Costs.

The table at Section 3.2.3(c) sets out the marks available under the cost award criterion.

3.2.2 Subject to paragraphs 2.1 (Important Notices) and 3.4 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority:
 - (i) a Declaration in the form attached at Appendix 4;
 - (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
 - (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) demonstrating that each entity concerned meets the Award Criteria and the compliance requirements specified at paragraph 3.1.1 above.

3.2.3. Scoring of a Tender Response

Tenders shall be scored based on the following:

(a) Mandatory Requirements (MR)

The following MR Table details the Mandatory Requirements, all of which must be met. If a Tenderer fails to meet any single requirement, designated as a Mandatory Requirement, by the use of the letters 'MR', the Tender will not be evaluated in respect of Cost and will be eliminated from further participation in this Competition.

Reference No.	Award Criteria /Sub-Criteria	Basis for Evaluation
MR01	Hosted Cloud Based Solution and Security Standards Certification	Pass / Fail
MR02	Data Location	Pass / Fail
MR03	Rest API Capability	Pass / Fail
MR04	Accessibility	Pass / Fail
MR05	Data Extraction	Pass / Fail
MR06	Branding Requirements	Pass / Fail
MR07	Solution Language	Pass / Fail

(b) Qualitative Award Criteria

Marks will be awarded according to the criteria outlined in Qualitative Award Criteria Table below. The total number of marks available is seven thousand (7,000). The marks awarded for each award criterion and sub-criterion will be rounded to the nearest whole number.

<u>Qualitative Award Criteria (7000 Marks in Total)</u>			
Criteria		Marks Available	Minimum Marks Required (40%)
FR	Functional Requirements	3000	1200
TR	Technical Requirements	1550	620
IR	Implementation Requirements	1500	600
SR	Support and Maintenance Requirements	550	220
GR	Green Public Procurement Requirements	400	N/A
Total Qualitative Award Criteria		7000	

Functional Requirements (0-3000 Marks Available)			
Sub-Criteria		Marks Available	Minimum Marks Required (40%)
FR01	Management and Scheduling of Work Items	350	140
FR02	Reporting Functionality	350	140
FR03	Individual Record Creation and Management	300	120
FR04	Referral Management	200	80
FR05	Search Functionality	300	120
FR06	User Experience & Environment	200	80
FR07	Data Entry	250	100
FR08	User Device Accessibility	200	80
FR09	Alerts and Notifications	250	100
FR10	Digital Forms	200	80
FR11	Case Deletion / Deactivation	100	40
FR12	CSEAS Advisory Service Notes	100	40
FR13	GDPR (SAR) and FOI Requests and Data Retention	100	40
FR14	Communications and Data Quality	100	40
		3000	

Technical Requirements (0-1550 Marks Available)			
Sub-Criteria		Marks Available	Minimum Marks Required (40%)
TR01	User Access / Authentication	200	80
TR02	Audit Logging and User Activity Monitoring	200	80
TR03	Disaster Recovery and Business Continuity	250	100
TR04	Environments and Architecture	200	80
TR05	Cyber Threats and NIS2 Compliance	200	80
TR06	System Administrator Access	100	40
TR07	Security Roles	100	40
TR08	Scalability of Environment	100	40
TR09	Anonymising of Data	100	40
TR10	Data Encryption	100	40
Total Marks - Technical		1550	

Implementation Requirements (0-1500 Marks Available)			
Sub-Criteria		Marks Available	Minimum Marks Required (40%)
IR01	Professional Services and Implementation Plan	300	120
IR02	Training Approach	300	120
IR03	Project Governance and Risk Management	300	120
IR04	Configure	350	140
IR05	Quality Assurance	250	100
Total Marks – Implementation Requirements		1500	

Support and Maintenance Requirements (0-550 Marks Available)			
Sub-Criteria		Marks Available	Minimum Marks Required (40%)
SR01	Support and Maintenance	350	140
SR02	Administration Support	200	80
Total Marks – Support and Maintenance Requirements		550	

Green Public Procurement Requirements (0-400 Marks Available)			
Sub-Criteria		Marks Available	Minimum Marks Required
GR01	Energy Reuse Factor (ERF)	200	
GR02	Renewable Energy Factor (REF)	200	
Total Marks – Green Public Procurement Requirements		400	

Scoring Methodology for Qualitative Criteria

Tenderers are required to submit complete responses to each of the requirements set out in Appendix 1 of this RFT. Where a Tenderer fails to provide a response in respect of any one criterion or sub-criterion, its Tender shall be deemed non-compliant within the meaning of Section 2.2 and will not be evaluated. Subject to the Contracting Authority's right to proceed to the optional Stage 3, Negotiation Phase, the Tenderer will be excluded from further participation in the Competition.

Save in respect of the exceptions listed, each response provided by the Tenderer for each individual qualitative award criterion and sub-criterion, as applicable, will be evaluated and scored in accordance with the Scoring Methodology set out in the Scoring Methodology table below.

For example, if the maximum available marks for a particular sub-criterion are 1000, a response which is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness and understanding in respect of the qualitative sub-criterion (Band 3) will score between 400 and 590 marks. A response which is assessed as demonstrating a good to very good level of quality, comprehensiveness and understanding in respect of the qualitative sub-criterion (Band 4) will score between 600 and 790 marks.

If the Tenderer fails to achieve the requisite minimum score of 40% for any one sub-criterion in its Tender, then the Tenderer's proposal will not be evaluated in respect of Cost. Subject to the Contracting Authority's right to proceed to the optional Stage 3, Negotiation Phase, the Tenderer shall be excluded from further participation in the Competition.

In the event that the Contracting Authority opts to proceed to Stage 3, Negotiation Phase, the requisite minimum score for each qualitative sub-criterion shall apply to the final Tender as submitted by a Tenderer. Where a Tenderer fails to achieve the requisite minimum score of 40% for any one sub-criterion in its final Tender as submitted, the Tenderer's proposal will not be evaluated in respect of Cost and will be rejected. The Tenderer shall be excluded from further participation in the Competition.

Tenderers must therefore demonstrate, by providing a clear and comprehensive description in each and every case, how their proposal will meet each of the qualitative requirements set out in Appendix 1.

For each of the non-cost criteria and sub-criteria stated in the tables at 3.2.3(b) above, the following scoring methodology will be applied:

Scoring Methodology Table	
Band	Meaning
5 (80-100%)	The Tenderer's proposal is assessed as demonstrating an excellent to exceptional level of quality, comprehensiveness and understanding in respect of the qualitative criterion.
4 (60-79%)	The Tenderer's proposal is assessed as demonstrating a good to very good level of quality, comprehensiveness and understanding in respect of the qualitative criterion.
3 (40-59%)	The Tenderer's proposal is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness and understanding in respect of the qualitative criterion.
2 (20 - 39%)	The Tenderer's proposal is assessed as being poor to unsatisfactory in that it is lacking in sufficient quality, comprehensiveness or understanding in respect of the qualitative criterion.
1 (1-19%)	The Tenderer's proposal is assessed as being inadequate to very poor in that it is totally lacking in sufficient quality, comprehensiveness or understanding in respect of the qualitative criterion.

Exceptions to the Scoring Methodology set out in the Scoring Methodology Table immediately above:

Environmental criteria (no minimum mark threshold applies for these criteria):

1. Energy Reuse Factor (GR01)

Marks will be awarded based on waste heat reused expressed as a percentage of total waste heat produced in the Tenderer's proposed data centre(s) (ERF):

- 0% = 0 marks
- 1% to 20% inclusive = 40 marks
- 21% to 40% inclusive = 80 marks
- 41% to 60% inclusive = 120 marks
- 61% to 80% inclusive = 160 marks
- 81% to 100% inclusive = 200 marks

2. Renewable Energy Factor (GR02)

Marks will be awarded based on sustainable energy expressed as a percentage of total energy consumption in the provision of the Tenderer's proposed data centre(s) (REF).

0% = 0 marks

1% to 20% inclusive = 40 marks

21% to 40% inclusive = 80 marks

41% to 60% inclusive = 120 marks

61% to 80% inclusive = 160 marks

81% to 100% inclusive = 200 marks

(c) Cost Award Criteria

Cost Award Criteria (3000 Marks Available)			
The pricing submission is to be completed in the attached Excel Workbook (<i>Appendix 2 Pricing Schedule</i>)			
Criterion Reference	Award Criteria / Sub-Criteria	Maximum Marks Available	Minimum Marks to be Achieved
Cost Summary	Total Weighted Cost	3000	N/A

Scoring Methodology for Cost Award Criteria (Formula)

The Tender with the 'Lowest Tendered Total Weighted Cost' will receive the maximum marks available for the cost criterion. The Contracting Authority will use a standard formula to calculate the marks in respect of 'Total Weighted Cost'. The calculation is expressed as follows:

Lowest Tendered Total Weighted Cost	X Maximum number of marks available
Total Weighted Cost under evaluation	

- (i) Tenderers must submit complete responses to each cost requirement listed in *Appendix 2 Pricing Schedule*. This schedule is available as a separate MS Excel file on www.etenders.gov.ie, co-published along with this RFT document.

(ii) *Appendix 2 Pricing Schedule* must be submitted separately in MS Excel format. *Appendix 2 Pricing Schedule* cannot be incorporated into any other documentation submitted as part of your overall tender proposal in response to this RFT's Qualitative Award Criteria.

(iii) Tenderers are advised not to alter the *Appendix 2 Pricing Schedule*, as doing so could render their tenders invalid and lead to disqualification from this Competition.

3.2.4 Tie Break

If the evaluation results in a tie between two or more Tenders, then the Tender that has been awarded the highest marks for the total quality element (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous Tender ("MEAT").

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the order listed below until such time as a MEAT can be determined.

Order of Tie Break Evaluation Criteria:

1. Total of the quality, comprehensiveness, viability and understanding of the response to the Functional Requirements Criterion;
2. Total of the quality, comprehensiveness, viability and understanding of the response to the Technical Requirements Criterion;
3. Total of the quality, comprehensiveness, viability and understanding of the response to the Implementation Requirements Criterion;
4. Total of the quality, comprehensiveness, viability and understanding of the Support and Maintenance Requirements Criterion;
5. Total of the quality, comprehensiveness, viability and understanding of the Green Public Procurement Requirements Criterion.

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authority's premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

- 3.2.5** Subject to paragraphs 2.1 (Important Notices) and 3.4 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined under the conditions set out in paragraph 3.2.2) will be conditional upon:
- a. the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with part 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority:
 - (i) a Declaration in the form attached at Appendix 4;
 - (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion;
 - (iii) all or any of the supporting documents specified in the PQQ; and
 - b. the evidence specified at 3.2.5(a) above demonstrating that each entity concerned meets the Selection Criteria and that no Exclusion Grounds apply.

3.3 PRESENTATION OF PROPOSALS

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

Any such presentation may include a demonstration of certain requested SaaS Solution functionality as notified in advance by the Contracting Authority. As part of their presentation, Tenderers may be asked to demonstrate all or part of the functionality specified in the requirements set out in Appendix 1 “Requirements and Specifications” in order to validate and clarify the Tenderers’ responses as included in their Tender submissions.

Whilst performance at presentations will NOT be evaluated, clarifications provided at the presentation may be taken into account in the evaluation.

3.4 STANDSTILL PERIOD

- 3.4.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (“Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.4.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.5 RETURN OF SIGNED CONTRACTS

- 3.5.1** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.5.2** Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.5.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.5.1 above.

Appendix 1 Requirements and Specification

INTRODUCTION

The Contracting Authority has provided background and supporting information for Tenderers in this Appendix 1. Tenderers should familiarise themselves with this information, as well as the full content of the main RFT document and all its appendices, before responding to the RFT.

This Appendix 1 sets out a high-level description of the Employee Assistance Service Client Case Management System (CCMS) required by the Civil Service Employee Assistance Service (CSEAS).

Tenderers are required to respond to this Appendix 1. The Requirements and Specifications of the Solution which Tenderers are required to respond to are set out in detail in this “Appendix 1 Requirements and Specifications”.

1. BACKGROUND AND CONTEXT

The Civil Service Employee Assistance Service (CSEAS) provides an internal Employee Assistance Programme to over 48,000 Civil Service staff within over 50 organisations. Centralised within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, the CSEAS operates as an interdepartmental shared service on a regionalised basis. It is a work-based professional and confidential support service providing individual and group sessional support.

The service currently comprises of 20 staff members of which 8 are based regionally around the country and 12 are based in Head Office in Dublin.

The CSEAS delivers sessional support to over 7,000 employees annually, including providing one-off consultative sessions for 3,000 individuals each year. Most of the clients access the service via self-referral; however, there is also substantial engagement with organisational clients HR, through which consultative support is provided.

The services provided by CSEAS include but are not limited to:

- One to one onsite/offsite (face to face) and online support:
 - Assistance in evaluating and assessing difficulties;
 - Support in planning a structured approach to coping with and resolving difficulties;
 - Follow-up contact and support;
 - Short-term solution-focused issue resolution;
 - Referral to external professionals or agencies as considered appropriate and in agreement with the individual;
 - Information on a wide range of topics;
 - Guidance and signposting on internal supports available.
- Advisory service and support to managers and supervisors, where they have concerns about staff and organisational wellbeing.
- Crisis Support /Critical Incident Stress Management/Trauma Onsite group support.
- Onsite and Online webinars on a wide range of wellbeing topics.

See <https://www.cseas.per.gov.ie/> for more details.

1.1 Context for Procurement

The Civil Service Employee Assistance Service in The Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (“CSEAS”) seeks to procure an Employee Assistance Service Client Case Management System to support case management, reporting and service delivery (hereafter referred to as the “Solution”). The solution must be configured and support a digital-first approach, reducing manual processes and improving efficiency.

Alongside CSEAS’s legislative and ethical responsibilities, there is a clear business-driven need for an integrated solution that aligns with the evolving needs of clients—both individual users and organisational partners. This includes supporting the development of services within a blended working environment, such as the creation of client profiles, self-scheduling capabilities, integrated appointment diaries, and streamlined case progression.

The solution should deliver measurable improvements in efficiency reporting capability and client access including increased use of self-service and reduced administrative overhead.

Figures 1 and 2 below illustrate the ‘As Is’ of the current solution.

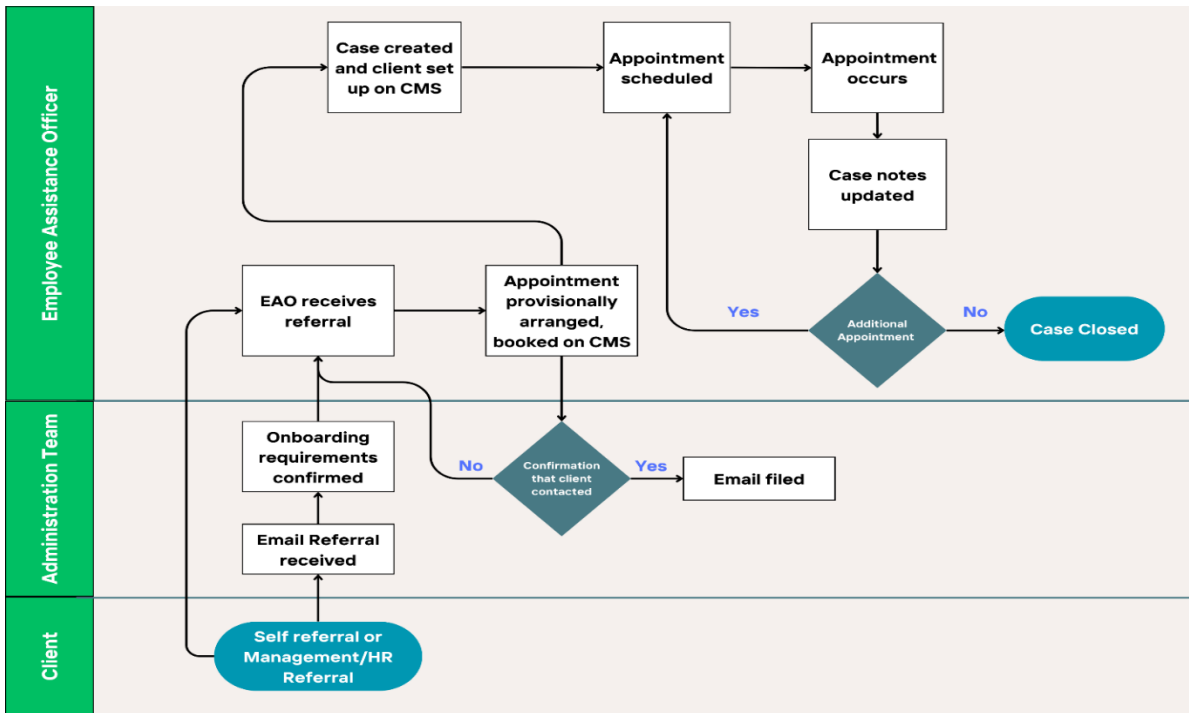


Figure 1 details the “As is” client support process

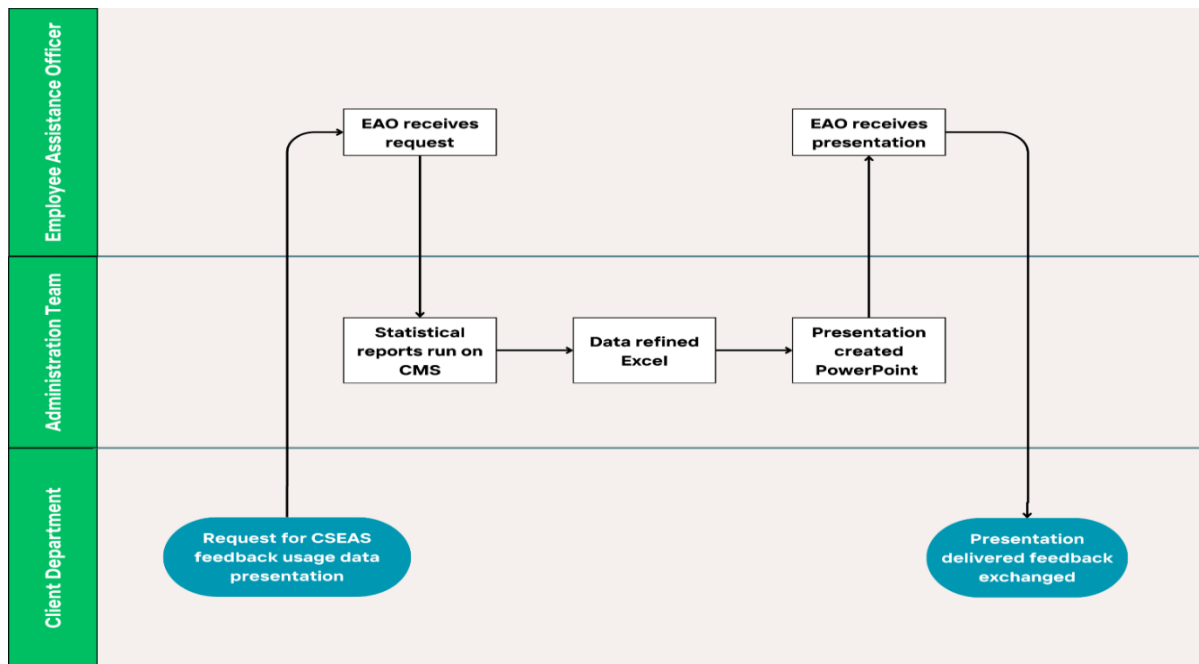


Figure 2 details “As is” statistical report request

Figure 3 “As is” Individual Record Creation and Management illustrates the “as-is” process for creating a Client Card. Most clients access the service through self-referral by phone or email. Referrals may also be made by HR units. Upon receipt of a referral or self-referral, a Client Card is created by CSEAS User. When the Client Card is created the system then assigns a unique User Identification (UID) number. Individual Cases are then created to represent each CSEAS service accessed by the client and are managed under the associated Client Card.

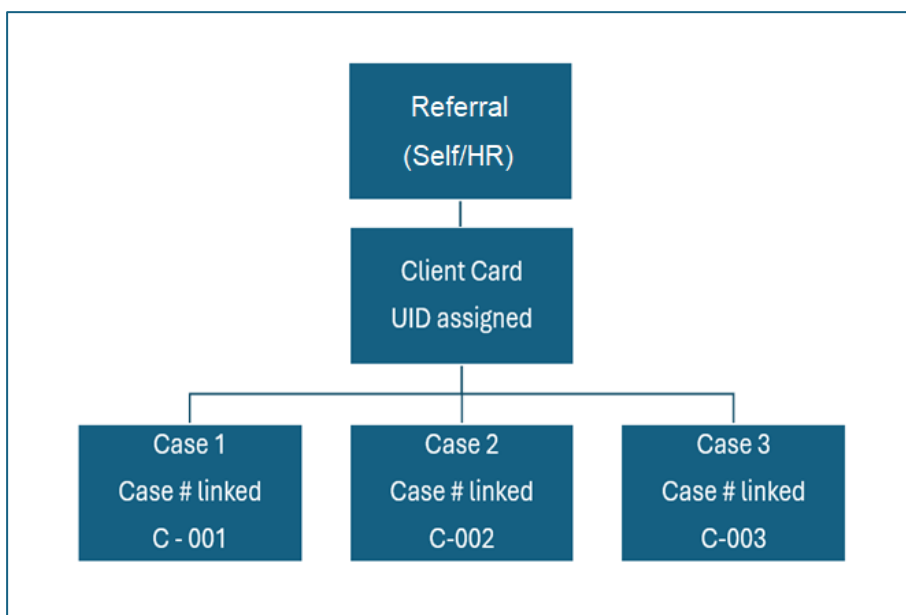


Figure 3 “As is” Individual Record Creation and Management

An agile Client Case Management System will enhance CSEAS responsiveness, strengthen its digital presence, and improve efficiency and innovation in service delivery.

The system, with integrated reporting, will provide increased functionality, automation, and scalable storage to meet current and future civil service needs.

The Client Case Management System shall support the delivery of sessional services and at a minimum must:

- Provide an intuitive, user-friendly interface;
- Enable efficient file and document management;
- Integrate validated pre- and post-assessments, outcome measures, and evaluation surveys;
- Support end-to-end case management, including progression review and automated closure;
- Allow unlimited storage for session notes and client contacts;
- Include pre-configured and extensible lists of clinical and organisational issues;
- Enable flexible configuration of data fields;
- Facilitate identification and flagging of critical cases;
- Provide an integrated diary function accessible via mobile devices (e.g. smartphones, tablets, iPads);
- Enable client self-scheduling and client record (card) creation;
- Support secure external messaging between the Contracting Authority and its client;
- Allow authorised editing and deletion of data in line with governance requirements;
- Deliver enhanced individual and aggregate reporting functionality.

The Contracting Authority proposes to award a contract for the implementation, configuration, and support of a Client Case Management System (CCMS) consisting of the following:

- Supply and installation of a Client Case Management System;
- Configuration of the Client Case Management System;
- Migration of some existing data and documents from the current solution (approximately 250 client cards);
- System administration and end user training in the use of the solution;
- System technical and training documentation;
- System support and maintenance; and
- Assistance in future system development and upgrades.

The CSEAS Client Case Management solution required by this RFT is a secure, cloud-based, highly configurable and user-friendly system that supports a digital-first, end-to-end case management approach, from referral and client record creation through to case progression, scheduling, and closure.

This solution would centralise all client and service data in a single, scalable platform with real-time workflow management, automated alerts, and potentially integrated diaries. It is hoped that the solution would enable client self-service features such as online referrals and

appointment scheduling. The solution would deliver robust, configurable, automated reporting to support operations, but it is also expected that these enhanced analytics would support wider strategic wellbeing support throughout the Civil Service. It would also ensure strong governance through GDPR-compliant data handling, role-based access, audit trails, and advanced security controls, while remaining flexible enough to potentially integrate with other systems, support future service expansion and maintain high levels of performance, accessibility, and resilience.

Tenderers will make their own determination of the optimal future state in preparing their Tender responses.

1.2 Context for Stakeholder Interactions

Tenderers should note that while the Contracting Authority is The Minister for Public Expenditure, Infrastructure, Public Services Reform and Digitalisation, the key stakeholder is the Civil Service Employee Assistance Service CSEAS.

The CSEAS provides an internal Employee Assistance Service (EAS) to over 48,000 Civil Service employees across more than 50 organisations.

Currently, approximately 95% of service users self-refer by contacting the CSEAS Central Office via telephone or email, or by contacting an Employee Assistance Officer (EAO) directly. The remaining 5% of referrals are submitted by Client HR representatives using a referral form which is emailed to the Central Office.

Upon receipt of a referral, the assigned EAO creates a client record on the current database, where one does not already exist, and initiates the appropriate case management and service delivery process for the individual concerned.

The Contracting Authority wishes to streamline and modernise this process through the implementation of the proposed Solution. The proposed Solution should reduce administrative effort, improve data accuracy, and support a more efficient referral process for all stakeholders and CSEAS staff.

Table 1 below provides a high-level overview of the indicative User roles for the proposed Solution. The roles and User access rights will be defined by the Contracting Authority and agreed with the Successful Tenderer as part of the design phase of the implementation project.

Org	User Type	Role	Function	Access Level
CSEAS	System Admin N=3 approx.	Admin User	Full Permissions across the Solution. Management of passwords, user access and permissions.	Full Access to all areas of the Solution. Access to manage passwords, permissions, etc.
	Clinical User N=17 approx.	Full User	Add, amend, manage and report on referrals.	Access restricted only to add, amend, manage and report on referrals. No configuration or deletion rights.
Employee	Partial N=6000 – 7000 approx. per year	Respondent	Submit a service request.	Non-system user access through a web portal to populate client contact form.

Table 1 Potential User Roles and Access

2. SCOPE OF THE SOLUTION REQUIRED

2.1 Solution Scope

The scope of the required Solution is to enable the Contracting Authority to manage its day-to-day operations regarding client case management, case progression, and extensive management reporting obligations.

The following is a high-level summary of the key elements which are in scope for the required Solution. Tenderers should note that the detailed specification and requirements for the Solution are set out in Section 3 of this Appendix 1.

In summary, the Solution must be cloud based and will be required to:

- Provide an intuitive easy to use graphical user interface (GUI) with real-time data for key stakeholders (CSEAS) to capture, amend, and manage referrals;
- Store all data in a single central database;
- Manage workflows related to business processes for CSEAS activities, incorporating business rules, including generating automated alerts, online notifications, and emails;
- Facilitate Referral status tracking in real-time through standard reports, ad-hoc reports, and dashboards;
- Provide a suite of business intelligence reporting tools for reporting and analysis;
- Facilitate the potential future integration with other systems e.g. through APIs (application programming interfaces);
- Be scalable to allow for future growth or contraction. The user licensing model must allow for the growth and contraction of Users requiring access. Further details in relation to user volumes are set out at Section 2.2 of this Appendix 1; and
- Enable the archiving of redundant data.

The infrastructure on which the Solution will be hosted must allow for the following in terms of both storage and performance:

1. Sufficient network bandwidth to ensure response time service level is met;
2. Configurable;
3. Accessible via standard web browsers and mobile devices;
4. Increase of concurrent Users accessing the proposed Solution;
5. Appropriate security controls and access management aligned with organisational standards;
6. Monitoring and performance reporting to support proactive management and optimisation; and
7. Maintainability and ease of update to ensure the Solution remains supportable over time.

Infrastructure growth will be within the Successful Tenderer's remit but must meet the requirements including performance parameters set out in the Service Level Agreement (SLA) included in the Services Contract set out at Appendix 5 of the RFT.

Data Ownership

The Contracting Authority requires that it retain ownership of all data, inputs and outputs and that all data will remain the property of the Contracting Authority. Additionally, the Contracting Authority will retain ownership of any documentation produced over the term of the Contract including bespoke training materials specifically developed by the Successful Tenderer for use by the Contracting Authority.

2.2 Volumetrics

Volumetric data for the required Solution is provided in the accompanying RFT in Appendix 2 Pricing Schedule.

User Volumes

The solution will support approximately 20 users across administrative and practitioner roles. The user model should be flexible and scalable to accommodate minor increases or decreases in user numbers.

Users of the Solution will carry out a variety of tasks, and the numbers and categories of users is set out in the table below. It is expected that CSEAS "Admin Users" and "Full Users" will use the system multiple times during the working day from 8.00 am-6.00 pm, 5 days per week. "Admin users" will provide first and second level support.

Further information on categories of users is available in *Appendix 2 Pricing Schedule*.

User Types	Admin Users	Full Users	Total Users
CSEAS	3	17	20

Table 2 Estimated number of Users

Referral Numbers

CSEAS process between 6000 and 7000 cases per year currently.

Note: These figures are reflective of the current environment and will be subject to change following data management/cleansing activities, ongoing at present.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Guidelines for responding to specifications.

Tenderers are required to complete responses to all the specifications and requirements included below in this Appendix 1. **Responses must be provided for Qualitative Requirements in the response boxes provided in this Appendix 1 and submitted as part of the Tender Response. Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services as set out in the RFT. A mere affirmative statement by the Tenderer that it can / will do so, or a reiteration of the Tender requirements is NOT sufficient in this regard.**

Specifications are divided into Sub-Criteria. For each Sub-Criterion, Tenderers must demonstrate, by providing a clear and comprehensive description (in all cases where required), how the requirements will be met, either by the Tenderer or by the proposed Solution, as appropriate. Each response provided by the Tenderer for each individual qualitative Sub-Criterion will be evaluated and scored in the manner set out in the Scoring Methodology Table in Section 3.2.3(b) of Part 3 of this RFT. Response to each Sub-criterion will be evaluated holistically. Tenderers should ensure that they have fully understood the scoring methodology before responding to the requirements in this Appendix 1.

Tenderers should note that responses must be populated in the individual response boxes under each Sub-Criterion as required. Each response is scored based on the information provided within the relevant response box.

Tenderers relying on information contained within additional supporting documentation must clearly state this in the relevant response box and specifically name the applicable supporting document and location of the relevant information within (i.e. page and section number/s must be clearly identified). Responses must NOT contain embedded documents, and all supplementary documents must be included as individual documents. For the avoidance of doubt any supporting information will be used to verify the information submitted in your response.

No URLs shall be included in a Tender Response unless expressly requested by the Contracting Authority. Where a Tenderer includes a URL that has not been expressly requested, the Contracting Authority will disregard the URL and any information contained within, or accessible through, that URL. Such information will not be considered or evaluated as part of the Tender Response.

Tenderers should note that the Contracting Authority will not search supporting documentation to find additional information related to any Criteria, or Sub-Criteria, nor will it take account of information previously supplied in response to different Criteria, or Sub-Criteria.

Where a Tenderer fails to clearly link information contained within supporting documentation, the Contracting Authority will not search for such information and, as a result the information will not be considered for evaluation purposes. All supporting documentation provided, including screen shots where applicable, must be in English and in a legible format, i.e. clearly legible on a 14-inch, high resolution screen at 100% zoom setting.

Mandatory Requirements

In Appendix 1 Section 3.2, Mandatory Requirements are identified using the letters “MR”. The Contracting Authority considers these to be critical requirements. Tenderers’ responses to these requirements will be evaluated on a Pass/Fail basis. Tenderers must confirm their acceptance of and compliance with each MR in their response and failure to comply will result in the Tender not being evaluated in respect of Cost and, subject to the Contracting Authority’s right to proceed to the optional Stage 3, being eliminated from further participation in the Competition.

Qualitative Requirements

Appendix 1 Section 3.3 Qualitative Requirements is divided into Functional Requirements (FR), Technical Requirements (TR), Implementation Requirements (IR), Support and Maintenance (SR), and Green Public Procurement (GR).

We are open to Solutions delivered through configuration using low-code or no-code frameworks, and configurable Commercial Off-The-Shelf (COTS) or appropriately designed customisable platforms, where they demonstrably meet the required functionality, security and performance standards.

For the avoidance of doubt, references to “off-the-shelf” in this Appendix should be interpreted broadly to include solutions that are readily deployable, configurable and require minimal custom development, while allowing sufficient flexibility to accommodate innovative approaches that deliver best value and meet the Contracting Authority’s needs.

If the Tenderer fails to achieve the requisite minimum score outlined for any one Sub-Criterion, then the Tenderer’s proposal will not be evaluated in respect of Cost and the Tenderer shall be excluded from further participation in the Competition. Tenderers must therefore demonstrate, by providing a clear and comprehensive description (in all cases where required) how their proposed Solution will meet each of the Qualitative requirements.

3.2 Mandatory Requirements

The following requirements are identified as Mandatory Requirements (MR). Tenderers' responses in respect of these requirements will be evaluated on a Pass/Fail basis.

Tenderers must meet all these Mandatory Requirements, if the Tenderer fails to meet any single requirement designated as a Mandatory Requirement, the Tender will not be evaluated in respect of Cost and will be eliminated from further participation in the Competition.

Where required, Tenderers must also supply all supporting information and/or documentation in respect of each MR.

Ref	Mandatory Requirement	Specification
MR01	Hosted Cloud Based Solution and Security Standards Certification	The Contracting Authority requires that any proposed Solution will be a hosted, cloud-based Solution. The data centres hosting the Solution and any associated databases or other stored data must be regularly audited and certified for security purposes to the ISO 27001:2022 Standard (or an equivalent certified standard). Tenderers must confirm their acceptance of and compliance with this requirement by checking the box below. Additionally, Tenderers must provide a copy of the ISO 27001:2022 or equivalent certifications.
MR01 Tenderer's Response		
Confirm and Accept: YES ☐ ISO 27001:2022 certification or equivalent included with Tender response: YES ☐		

Ref	Mandatory Requirement	Specification
MR02	Data Location	The Contracting Authority requires that all data (including backup, recovery, and replication of data) must be stored, hosted, and processed in Data Centres located in the EEA. For the avoidance of doubt this includes data stored, hosted, and processed by any Sub-Contractors. Where any data is processed using Artificial Intelligence (AI), Tenderers must note that the same rules apply, and data cannot be processed outside the EEA. Tenderers are also required to provide details of the locations of the Data Centres for verification purposes.

		Tenderers must confirm in the response box below that their proposed Solution meets the above requirement and outline, where indicated, the locations of any proposed primary and backup data centres.
MR02 Tenderer's Response		
Confirm and Accept: YES ☐		
Insert location(s) and other details below		

Ref	Mandatory Requirement	Specification
MR03	Rest API Capability	Tenderers must confirm that the proposed Solution includes secure REST API capability, accessible via HTTPS, that supports future integration with external systems and enables authorised access to Solution data and functionality. For clarity all data must be encrypted in transit and at rest. Tenderers must confirm their acceptance of and compliance with this requirement.
MR03 Tenderer's Response		
Confirm and Accept: YES ☐		

Ref	Mandatory Requirement	Specification
MR04	Accessibility	The Contracting Authority requires that the User Interface of the proposed Solution adheres, at a minimum, to WCAG 2.1 Level AA standards or equivalent and is accessible to everyone, regardless of their abilities. Tenderers must confirm their acceptance of and compliance with this requirement.
MR04 Tenderer's Response		
Confirm and Accept: YES ☐		

Ref	Mandatory Requirement	Specification
MR05	Data Extraction	The Contracting Authority requires that any proposed Solution must be capable of providing an extract of all data in the system in a structured, documented format that would facilitate data to be migrated to a replacement system (e.g. at the end of the contract term) at no additional cost. The extracted data must be in a format which is acceptable to the Contracting Authority. Where a full extract of data cannot be performed in the system using standard features available to an administrator, provision of support to perform such an extract must be also included at no additional cost. Tenderers must confirm their acceptance of and compliance with this requirement.
MR05 Tenderer's Response		
Confirm and Accept: YES ☐		

Ref	Mandatory Requirement	Specification
MR06	Branding Requirements	The Contracting Authority requires that the any proposed Solution can be customised to display the corporate branding and styles of the Contracting Authority (e.g. Incorporate the Contracting Authority's logo and colour scheme) Tenderers must confirm in the response box below that their proposed Solution meets the above requirement.
MR06 Tenderer's Response		
Confirm and Accept: YES ☐		

Ref	Mandatory Requirement	Specification
MR07	Solution Language	The Contracting Authority requires that the user interface and any associated documentation, training, and support and maintenance services are provided in English. The Solution must support and be fully capable of handling Irish language characters and conventions, including the use of the “síneadh fada” and apostrophes used in Irish names in both upper and lower case (e.g. O’Connell). Tenderers must confirm their acceptance of and compliance with this requirement by checking the response box below.
MR07 Tenderer’s Response		
Confirm and Accept: YES ☐		

3.3 Qualitative Requirements

This section sets out the requirements to be met by the Solution. In advance of responding to the requirements, Tenderers should ensure that they have fully understood the scoring methodology outlined in Section 3.2.3(b) of this RFT, and the guidelines for responding to requirements in Appendix 1 Section 3.1.

For each requirement Sub-criterion, Tenderers must:

- a) Confirm that the proposed Solution will meet the requirement; and
- b) Demonstrate, by providing a clear and comprehensive description, how their proposed Solution can meet and deliver each requirement in the response boxes provided. Tenderers may provide screen shots or other relevant material in support of their response, where appropriate.

Tenderers are reminded that the Contracting Authority requires an off-the-shelf Solution, which is available at the date of Tender Response submission, to meet the requirements set out in this Appendix 1. The Solution must be built on a “no code” or a “low code” framework with configuration being the primary means of delivering the Solution’s functionality.

The costs for the proposed functionality including any and all configurations, code and/or third-party products must be included in the Tenderer’s response to the Pricing Schedule contained in the *Appendix 2 Pricing Schedule*.

Tenderers should note that detailed system rules, business rules, and workflows will be defined and agreed as part of the detailed design of the Solution and included in the functional design documentation. During the implementation of the Solution, the Successful Tenderer will be required to design and/or configure each rule and workflow to provide the functionality set out in this Appendix 1.

3.3.1 Functional Requirements

Ref	Sub- Criteria	Specification
FR01	Management and Scheduling of Work Items (350 marks)	The Contracting Authority requires that the proposed Solution supports the management and scheduling of work items across the CSEAS referral lifecycle (e.g. consultations, appointments, phone calls, emails) in a streamlined and user-centric manner. In particular, the Contracting Authority requires that the Solution: • Enables creation and tracking of work items linked to a referral/case, including visibility of creation date, owner, status, associated appointments, and unique case ID; • Allows authorised users to update work item status, assign ownership, and add notes, or supporting documentation; • Supports scheduling and management of appointments, including creation, editing, rescheduling, and cancellation; • Provides configurable appointment types with variable time allocations; • Flags and notify non-attendance (DNA) events; • Issues automated client notifications (email/SMS) using predefined templates. • Includes a fully integrated diary/calendar function that supports: ○ Individual and shared calendar views (e.g. day/week views, team visibility); ○ Scheduling across multiple CSEAS users, subject to appropriate permissions; ○ Visibility of availability to support efficient booking and self-scheduling. The solution should minimise manual scheduling efforts through clear visibility of availability and support for client self-scheduling. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet the above requirements. Tenderers should support their response with appropriate supporting visual materials, where relevant, to clearly demonstrate the proposed approach.
FR01 Tenderer's Response		

Confirm and Accept: YES ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	Specification
FR02	Reporting Functionality (350 marks)	The Contracting Authority requires an integrated reporting function that delivers real time multi-level management information to support operational and strategic decision making. The Contracting Authority is required to produce automated reporting on service usage for the whole Civil Service, by Department or Office, by region and by Department/Region and Department/Unit at a minimum. The Contracting Authority requires the proposed reporting solution to: • Produce standard reports via pre-determined templates - the content of which Users can configure; • Generate and reuse standard reports which can be made available to all Users; • Enable Users to generate, customise, and retrieve reports on demand across multiple datasets and timeframes; • Configure report settings to produce potentially unique management information for Government Departmental and Civil Service wide reporting, graphs, charts and tables, and previous years comparisons as required; • Allow scheduled reporting i.e. the User can define reports that can be generated automatically on a scheduled date. The solution must enable the generation of standard and ad hoc reports and dashboards that: • Include a date and time stamp; • Provide point-in-time reporting; • Report on service utilisation at organisational and sub-organisational levels e.g. by regions and by business units; • Present aggregated service activity data, including service volumes, referral types, client interactions and session totals, intervention types, events e.g. training or group facilitations and other organisational activities, with the ability to analyse data across relevant organisational groupings; and • aggregated and Government Departmental data, with graphs, of CSEAS services which include cases, sessions, consultations, inductions, critical incidents, training/workshops, group facilitation, HR meetings, etc; • aggregated data on outcomes measurements per Government Department and per Civil Service; and • aggregated data per Government Department/Office of session type, referral type, client cancellations, and no shows.

		The Solution should minimise manual report preparation through automation and the reuse of standard reporting templates. The Provider shall provide, configure, and maintain all reports considered necessary to support operational and management requirements as part of the delivered Solution. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
FR02 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR03	Individual Record Creation and Management (300 marks)	The Contracting Authority requires the proposed solution to allow for creation and management of individual client records. The solution must enable the Contracting Authority to create, view, edit and manage individual records. The proposed Solution must generate a unique identifier (UID) for each individual client (<i>Reference Figure 3 "As is" Individual Record Creation and Management</i>). Tenderers are required to describe in detail how their proposed solution will enable the creation and management of individual client records/client card. Individual client records shall support capture of relevant client information, including (but not limited to): • Name; • Postal address(es); • Multiple email addresses (e.g. personal, work); • Multiple phone numbers (e.g. work/personal/mobile/landline); • Government Department or Office, Location (county/region), Business unit; • DOB, Age, Grade; • GP details; • Previous service usage; • Knowledge of service.

		In addition, the Contracting Authority requires that the proposed solution will: • Have the ability to categorise clients ‘presenting issue’ utilising pre-populated fields (For example stress, relationship difficulties, health concerns, etc.); • Support the inclusion of pre-support clinical assessment and/or post-support evaluation scores; • Ability to record consent to process data collected, collection of outcomes measurements, and consent to dispatch evaluation at case closure; • Ability to upload and store, natively within the proposed Solution, any documents associated with client consent as part of the client record; • Ability to record case notes for each engagement episode with the CSEAS; • Utilise pre-populated fields to categorise engagement (e.g. onsite HQ, onsite Government Department, off-site, online, telephone, etc); • Support the critical demarcation of the case e.g. Red Flag/High risk, Critical Incident Stress Management, Mandatory Reporting, DNAs, etc; • Support alerts associated with critical demarcation on a client file to be visible to the assigned Full User and Admin User; • Support the capturing/storing of advice requests and responses (which occur via telephone or email). This is necessary to audit time spent on this activity and to include as usage reports. Information recorded includes caller type, Government Department name, reason for and duration of call, and name of staff member capturing the information on the system; • Support storing of common information queries and responses to help create a searchable vault of information to draw from e.g. creation of AI generated responses. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet the above requirements. Tenderers should support their response with appropriate supporting visual materials, where relevant, to clearly demonstrate the proposed approach.
FR03 Tenderer’s Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR04	Referral Management (200 marks)	The Contracting Authority requires that any proposed Solution provides comprehensive referral management functionality. The CSEAS will use the successful Solution to create referrals (each to be assigned a unique referral number) under individual cases. The proposed solution must facilitate the capture of all system interactions and off-system interactions (e.g. phone calls, emails) associated with the referral (<i>Reference Figure 3 “As is” Individual Record Creation and Management</i>). Examples of the scenarios that may require referral templates to be created may include: • support the ability of clients to self-refer via a digital form hosted on a public facing landing page/portal (e.g. Self-Referral and HR Referral Forms). Functionality must include but not be limited to: • Create, view, edit and update Work Items related to a client and any associated referral; • Assign referrals under each case to the relevant CSEAS User. Reassign a live referral to a different User if required (e.g. if a User is on leave or has left); • Allow Users to reject a referral (send back to be referred to someone else); • Allow Users to view and edit the status of any referral and assign a new category / type to the referral if relevant; • Schedule appointments and other Work Items for the relevant referral, attach documents / digital forms / letter templates / free text short case notes to an individual referral; • Create, record, and maintain session notes following each client session or engagement, with the ability to view, edit, and update notes as required, ensuring a clear and accurate record of client interactions over time; • List referral history of a client. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet the above requirements. Tenderers should support their response

		with appropriate supporting visual materials, where relevant, to clearly demonstrate the proposed approach.
FR04 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR05	Search Functionality (300 marks)	The Contracting Authority requires that any proposed Solution provides comprehensive search functionality enabling Users to easily search and access records including individuals, cases, referrals and work items using various criteria. At a minimum Users must be able to: • Search by: ○ unique referral number; ○ name; ○ date of birth; ○ phone number; and ○ email address. • Search by the status of any case / referral type; • Perform a “wildcard” search on any field; • Search by date range; • Mix and match search criteria; and • Filter and order search results by user preference. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
FR05 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub-Criteria	Specification
FR06	User Experience and Environment (200 marks)	The Contracting Authority requires that the proposed Solution should provide an intuitive, accessible, and user-friendly experience that supports efficient completion of user tasks. The user interface should minimise the number of steps required to perform common activities and support consistent navigation, data entry, and information retrieval across the solution. The proposed Solution must enable a visual representation that clearly shows case progression and status of workflows. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet these requirements. Tenderers should support their response with appropriate supporting visual materials, where relevant, to clearly demonstrate the proposed approach.
FR06 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR07	Data Entry (250 marks)	The Contracting Authority requires that the proposed Solution provides functionality that enables data to be entered and captured in real-time. Examples could include data entered as part of a referral while maintaining data integrity through the enforcement of business rules, or mandatory fields (fields which require a valid entry), valid Eircodes, and dates in the future. The proposed solution must enable structured and controlled data entry which includes: • auto-population of address information from the national Eircode database when an Eircode is entered (by a User or programmatically) into the Solution; • automatic pre-population of specified data (e.g. drop down / predictive of Government Departments and Offices, headcounts, regions, divisions etc); • hover-over, tooltips (and drill down links) to support and give direction on-screen

		Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
FR07 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR08	User Device Accessibility (200 marks)	The Contracting Authority requires that the proposed Solution provides a modern user interface (for both the Employee Assistance Service Client Case Management System and associated referral portal) that follows consistent design principles for easy-to-use software applications and is web-based. Users must find it accessible, easy to navigate and to enter data across a range of commonly used browsers (Chrome, Safari and MS Edge at a minimum) and devices including desktops, tablets, and smartphone devices. Screens presented by the proposed Solution must render on the above device types with no loss of functionality. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement, including: • how the proposed Solution renders on different resolutions; and • how functionality changes depending on device type and resolution.
FR08 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub-Criteria	Specification
FR09	Alerts and Notifications (250 marks)	The Contracting Authority requires that the proposed Solution provides configurable alert and reminder functionality to support effective task and activity management across the case lifecycle. At a minimum, the Solution shall: • Enable authorised users to configure and manage custom alerts and reminder preferences to support timely task completion and workflow progression; • Allow users to define, modify, and personalise alert triggers, timing and notification methods (e.g. system alerts, email, SMS where applicable); • Support the configuration of customised alerts at an organisational level, including for individual Government Departments and Offices; • Facilitate the inclusion of Department-specific information within alerts and notifications, such as relevant HR, Disability Liaison Officer (DLO) and Wellbeing contact details, as well as key messaging or upcoming events where appropriate; • Ensure that alerts are delivered in a timely and reliable manner and are visible within the user interface as part of the case or workflow management process. Tenderers must demonstrate, by providing a clear and comprehensive description, how their proposed Solution will meet the above requirements, including examples of configuration capabilities and user controls.
FR09 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR10	Digital Forms (200 marks)	The Contracting Authority requires that the proposed Solution provides functionality to create, manage, and process digital forms for the capture of employee information, and to support client self-service capabilities, including client record creation. Forms (e.g. self-referral by clients or referral by HR/Line Managers) must facilitate the automatic generation of a client record (“client card”) within the system and submission to an internal portal accessible by authorised administrative users. At a minimum, the solution shall provide: • Creation, editing, and deletion of forms; • Editing, addition, and removal of individual fields and labels; • Configuration of mandatory and optional fields; • A range of field types (e.g. multi-select, checkboxes, radio buttons, drop-down lists, date fields, free text); • Automatic creation or updating of client records upon form submission; • Client self-service functionality; • Integration of submitted form data into case management workflows and scheduling functions. All forms must adhere to industry-standard usability and accessibility requirements, including: • Clear validation, error, and success messaging; • Identification of mandatory and optional fields; • Auto-population of known data where appropriate; • Mobile-responsive design to support access across devices; • User-friendly design to minimise input errors and administrative overhead. Form submissions must integrate seamlessly with client records, case management workflows and scheduling functions, minimising manual data entry. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet the above requirement.

FR10 Tenderer's Response**Confirm and Accept: YES** ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	Specification
FR11	Case Deletion / Deactivation (100 marks)	The Contracting Authority requires that the proposed Solution enables the deletion and/or deactivation of cases by Admin Users only. The solution should also provide an audit trail of all case activities. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.

FR11 Tenderer's Response**Confirm and Accept: YES** ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	Specification
FR12	CSEAS Advisory Service Notes (100 marks)	The Contracting Authority requires that the proposed Solution supports the capture and management of ad hoc, general "in-the-moment" requests and responses. These interactions may occur through multiple channels (e.g. telephone or email) and may not be associated with an individual's existing referral. The proposed Solution must support the capture of, at a minimum, the following information for each interaction: • Request type; • Department name; • Reason for the request; • Call duration (where applicable); • The staff member handling or capturing the interaction;

		• A free-text field to record interaction details; and • Access to standard response templates. Tenderers must provide a clear and comprehensive description of how their proposed Solution supports these requirements in the response box below.
FR12 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
FR13	GDPR (SAR) and FOI Requests and Data Retention (100 marks)	The Contracting Authority is committed to processing personal data in compliance with the principles set out in Article 5 of General Data Protection Regulation EU 2016/679 and requires that the proposed Solution provide the following functions: • The ability to identify and audit the personal data held by Client Case Management System; • The ability to facilitate data Subject Access Requests (SAR); • The ability to purge data (e.g. following a 'right to be forgotten' Data Subject Access Request); • Enable access controls such that only authorised users can access personal data and identify/audit those who have worked with this data; • The ability to review and revoke access to data and to perform access management reviews on a periodic basis; • Securing/encrypting the personal data and associated client records; • Identify records related to data subjects that should be considered for disposal, i.e. retention is no longer necessary for the purposes for which the personal data was collected or processed. (CSEAS Retention Policy – 10 years) The use of live, production data for the purposes of testing or training is not permitted. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
FR13 Tenderer's Response		

Confirm and Accept: YES ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	
FR14	Communications and Data Quality (100 marks)	The Contracting Authority requires the proposed Solution to provide secure functionality for managing client communications, including the sending, receipt and tracking of messages and notifications. The Solution must maintain robust audit trails that record and retain a history of communication-related activities and user actions for monitoring, governance, and compliance purposes. The Solution must also incorporate data quality controls designed to improve the accuracy, completeness and consistency of information held within the system. At a minimum, this should include data validation mechanisms and the ability to identify, flag and/or prevent the creation of duplicate records where appropriate. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
FR14 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

3.3.2 Technical Requirements

Ref	Sub- Criteria	Specification
TR01	User Access/ Authentication (200 marks)	The Contracting Authority requires that any proposed Solution enables appropriate access for all CSEAS Staff. The proposed Solution must provide measures to prevent unauthorised access, such that only authenticated users with registered username/password can access relevant parts of the system. The proposed Solution must support the following authentication features at a minimum: <u>Authentication</u> • Single Sign-on for CSEAS Users (compatibility with Entra ID (formerly Microsoft Azure Active Directory)); • Unique secure ID and password; • Multi-Factor Authentication (MFA); • Unauthenticated access (e.g. Employees/Applicants to complete online forms without signing into the proposed solution); and • Password Reset (Where appropriate). The solution must support role-based access controls e.g. Head Office Administration staff (Admin User) and Employee Assistance clinical staff (Full Users), to ensure strict confidentiality of client data with access granted on a need-to-know basis. The solution must provide functionality to manage the restriction and enablement of access based on IP ranges including but not limited to Geo Whitelisting and IP Blacklisting. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet the above requirements.
TR01 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR02	Audit Logging and User Activity Monitoring (200 marks)	The Contracting Authority requires that the proposed Solution provides comprehensive user activity logging data via an audit log. The audit log must be made available only at system administrator level and enable the reporting of a user's activity across the Solution. Such reports must include, at a minimum, the user ID, timestamp, and activity that the user performed. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR02 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR03	Disaster Recovery and Business Continuity (250 marks)	The Contracting Authority requires that the proposed Solution for CSEAS includes a robust Disaster Recovery (DR) and Business Continuity (BC) capability to ensure continuity of critical service delivery in the event of disruption (e.g. infrastructure failure, cyber incident, or loss of system components). The Solution must, at a minimum: • Support recovery of the full system or individual components; • Enable controlled failover to, and failback from, a secondary recovery environment; • Allow regular testing of failover and failback procedures with minimal service disruption; • Meet defined recovery objectives, ensuring continuity of case management services; • Maintain a Recovery Time Objective (RTO) of within 8 hours; and • Maintain a Recovery Point Objective (RPO) of no more than 1 hour of data loss, ensuring near real-time protection of client case data. Tenderers shall demonstrate:

		• Documented high-availability architecture, backup routines, and recovery processes (including frequency, recovery site location, and connectivity); • A structured approach to regular testing of DR/BC arrangements; • Measures to ensure and verify data integrity during backup and recovery; • How backup and recovery processes are conducted without impacting system performance or availability; • Reporting mechanisms to communicate DR/BC test outcomes to the Contracting Authority; and • Availability of relevant DR/BC documentation upon request. The proposed approach must ensure the resilience, integrity, and availability of sensitive CSEAS client data and services at all times. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR03 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR04	Environments and Architecture (200 marks)	The Contracting Authority requires that the proposed Solution operates in a multi-environment capacity must include at a minimum: a) production environment; and b) pre-production (test) environment. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement. Tenderers must provide the following: a) Physical and logical architecture diagrams of each environment; and b) Details of the infrastructure platforms and environments which will be deployed in the proposed Solution including version information.
TR04 Tenderer's Response		

Confirm and Accept: YES ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	Specification
TR05	Cyber Threats and NIS2 Compliance (200 marks)	The Contracting Authority requires that Tenderers must have in place an appropriate risk management approach and robust security protocols and policies to protect the data held in the proposed Solution. Tenderers must describe the security posture for the proposed Solution including, but not limited to, the controls, measures and processes that are in place. In addition, please describe your risk management approach. In doing so, please refer to your organisations NIS2 compliance approach, state how security risks are assessed on an ongoing basis, including penetration and vulnerability testing and how the proposed solution mitigates the OWASP Top Ten Web Applications Security Risks, which are located at the following URL: https://owasp.org/www-project-top-ten/ Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR05 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR06	System Administrator Access (100 marks)	The proposed Solution must provide functionality to enable the assignment of System Administrators (Admin Users) with the necessary permission(s) to create, view, and disable users. Additionally, the Solution must at a minimum, allow System Administrators to view data, transactions, logs, reports and Users within the Solution. This functionality should be through a System Administrators and/or through helpdesk support as part of the support and maintenance provided by the Tenderer. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR06 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR07	Security Roles (100 marks)	It must be possible to configure role profile and access permissions to all users to enable restrictions on features and records. Please refer to <i>Table 1 Potential User Roles and Access</i> in Section 1.2 of this Appendix 1. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR07 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR08	Scalability of Environment (100 marks)	The Contracting Authority requires that the proposed Solution supports scalable performance appropriate to CSEAS operational needs. Tenderers shall describe how the solution accommodates changes in demand, including: • Scalable storage and system performance • Support for an appropriate number of concurrent users • Any system or network limitations and associated mitigation measures Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR08 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR09	Anonymising of Data (100 marks)	The Contracting Authority requires that the proposed Solution support anonymisation or pseudonymisation of data held in the Solution (e.g. personal data for analytics and/or testing) with minimal User intervention. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how their proposed Solution will meet this requirement.
TR09 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
TR10	Data Encryption (100 marks)	The Tenderer must provide a range of security measures (using industry standard techniques that must be kept up to date) to reduce the risk of data loss. At a minimum these must include: • Enabling the encryption of data at rest to prevent data access/theft at the database layer; • Enabling the encryption of data in transit (from the Solution server to the browser endpoint) to prevent replay and man-in-the-middle type attacks; and • Have mechanisms/controls in place to prevent malicious or infected files to be uploaded by external users. The Tenderer must also have mechanisms in place to securely erase all instances of data owned by the Contracting Authority post contract termination or expiry. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
TR10 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

3.3.3 Implementation Requirements

3.3.3.1 Implementation Approach

The Contracting Authority requires the Solution to be fully implemented, configured, and operational within **three (3) months** from contract signature, with ongoing support and maintenance thereafter.

The implementation shall include the following phases:

- **Mobilisation and Installation:** Project initiation, team mobilisation, solution setup, and service arrangements;
- **Analysis:** Fit-gap analysis and review of current (“As Is”) and future (“To Be”) processes;
- **Design:** Solution design, including workflows, interfaces, and configurations;
- **Configuration:** System build and configuration to meet specified requirements;
- **Testing:** System and user acceptance testing, including sign-off;
- **Training:** Preparation and delivery of user training and materials;
- **Deployment:** Go-live preparation, data migration, cutover, and initial support;
- **Enhanced Support:** Transition to steady-state support;
- **Project Closure:** Completion once the system is fully live for all users.

Tenderers should note that the Contracting Authority is not prescribing any approach to the Implementation of the Solution. Tenderers can therefore perform the activities set out and described in the table above according to their preferred approach to Implementation.

3.3.3.2 Project Delivery Responsibilities

Tenderers should note the responsibilities will be finalised and confirmed in detail as part of project planning and finalisation of the project initiation document.

3.3.3.3 Implementation Requirements

Ref	Sub-Criteria	Specification
IR01	Professional Services and Implementation Plan (300 marks)	The Contracting Authority requires Tenderers to provide sufficient professional services resources to support implementation of the Solution. At a minimum, the implementation approach shall include: • Development of a detailed project plan and provision of project management; • Delivery of design workshops to refine requirements and support design and data migration; • System configuration, including required customisation; • Migration of limited amount of data from the current system (approximately 250 client cards); • Build of required templates and forms; • Configuration of reporting capability; • Defined testing approach, including roles and responsibilities; • Cutover and go-live planning and execution; • Creation of user accounts and role profiles; • Delivery of onsite user training and supporting documentation; • Provision of ongoing support and maintenance (Levels 1–3). Tenderers shall outline their implementation plan from contract award to go-live, including key activities, timelines, dependencies, and identification of onsite and remote tasks. Tenderer must provide a summary of key personnel involved in the implementation, including roles, relevant experience, and responsibilities. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
IR01 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
IR02	Training Approach (300 marks)	The Contracting Authority requires the Successful Tenderer to deliver comprehensive training on the Solution prior to go-live, tailored to a user base of approximately 20 staff (c.3 System Administrators and 17 Clinical Users). At a minimum, the training approach shall include: • Onsite or online training for all users; • Supplementary online training resources (e.g. user guides, FAQs, quick reference sheets, videos, and tutorials) to support ongoing learning and onboarding of new users; • Provision of all training materials in English. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
IR02 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
IR03	Project Governance and Risk Management (300 marks)	The Contracting Authority requires the Tenderer to apply robust project management, governance, and risk management to ensure timely, within-budget delivery to specification. The Successful Tenderer shall: • Provide regular (e.g. weekly) concise progress reports; • Attend regular project meetings to review progress; • Work collaboratively with the Contracting Authority, whose project team will support meeting coordination and participation as required; • Ensure the project is successfully delivered on time, to budget and to specification. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
IR03 Tenderer's Response		

Confirm and Accept: YES ☐

[Insert Descriptive Response]

Ref	Sub-Criteria	Specification
IR04	Configure (350 marks)	The configuration phase shall encompass all activities required to implement, customise, and configure the Solution for CSEAS. The Contracting Authority requires that this phase delivers an accurate and effective translation of the approved design into a fully functional, fit-for-purpose system, including configuration, necessary customisations, interfaces, workflow setup, and testing prior to release. At a minimum, this shall include: • Configuration of system architecture, data structures, user interfaces, and workflows; • Alignment of all configurations to the specified requirements; • Testing and validation of all configured elements; • Completion of all relevant system documentation. Tenderers must clearly outline their approach to delivering and managing configuration activities, including roles and responsibilities (both Tenderer and CSEAS) and the documentation to be provided. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
IR04 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
IR05	Quality Assurance (250 marks)	The Successful Tenderer will be required to manage and operate strict quality assurance controls and procedures for all deliverables throughout the project. Tenderers must include in their Tender a list of deliverables and timescales for their delivery and state how quality will be assured. Note that these deliverables will provide the basis for production, at an early stage of the project, of a detailed Quality Assurance Plan, including but not limited to: a) quality assurance of execution and deliverables including review and sign-off of tasks; and b) list of project delivery key performance indicators (KPIs) to be used and procedure for reporting. Tenderers must demonstrate, by providing a clear and comprehensive description in the response box below, how they will meet this requirement.
IR05 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

3.3.4 Support and Maintenance Requirements

Ref	Sub- Criteria	Specification
SR01	Support and Maintenance (350 marks)	The Contracting Authority requires the Successful Tenderer to provide technical support and maintenance for the successfully Implemented Solution for the duration of the Contract. As part of the Support and Maintenance provided, enhanced support (hyper care) is required for a period of time immediately following implementation of the Solution, such period to be agreed. Following that, Support and Maintenance will be required during business hours (08:00 – 18:00) Irish local time (excluding Bank Holidays and Public Holidays when “Cover Period” support will be required). Urgent or critical issues must be prioritised accordingly. The key measures of service levels are designed to provide the Contracting Authority with the highest level of support consistent with the objective of ensuring the optimum availability and performance of services. The successful Tenderer will log all support requests with relevant data such as date and time, name of requester, description of request, date and time which request is acknowledged, and the date and time the request is resolved. The Successful Tenderer shall provide advance notice of system upgrades or changes and deliver associated user guidance or training where required. Account Management and Escalation • Appointment of a technical single point of contact for all incidents (Account Manager). Tenderers must describe in detail the level of services to be provided by the Account Manager including the proposed escalation process, which will be actioned in instances where an issue is not resolved within stated timeframes. Tenderers must confirm in the response box below, that they will meet the above requirements and demonstrate, by providing a clear and comprehensive description, how these requirements will be met.
SR01 Tenderer’s Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Ref	Sub- Criteria	Specification
SR02	Administration Support (200 marks)	The Contracting Authority requires the inclusion of five (5) days per annum administration support. This support (up to 5 days per annum) may include, but is not limited to: • Updates to templates, forms, fields and workflows; • Creation, amendment and optimisation of reports and dashboards; • User access, roles, and permission configuration; • System configuration changes; • Data validation and quality rule updates; • Advice, testing, and deployment support associated with configuration changes; • General administrative assistance relating to the Solution. The Contracting Authority may draw down support in full, or half days, as required. Tenderers shall confirm their ability to provide this service and outline their approach to delivering responsive, flexible support. Tenderers must confirm in the response box below, that they will meet the above requirements and demonstrate, by providing a clear and comprehensive description, how these requirements will be met.
SR02 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

3.3.5 Green Public Procurement Requirements

Ref	Sub- Criteria	Specification
GR01	Energy Reuse Factor (ERF) (200 marks)	The Contracting Authority is cognisant of the potential environmental impacts of data centres in terms of energy consumption and the mitigation of same through the reuse of heat which would otherwise be wasted. The Tenderer is therefore required to clearly and comprehensively describe, in the response box below, the approach to the reuse of waste heat which is generated by the data centre(s) from which the Tenderer provides its services, including specific information regarding the declared energy reuse factor (ERF) of this/these data centre(s). The ERF must be calculated for each facility according to EN 50600-4-6:2020 (https://www.en-standard.eu/bs-en-50600-4-6-2020-information-technology-data-centre-facilities-and-infrastructures-energy-reuse-factor/) or an equivalent standard. Tenderers are required to provide <u>at least ONE</u> of the following as supporting evidence: - the ERF and the calculations upon which the ERF is based, according to EN 50600-4- 6:2020 or an equivalent standard; - a third-party verification of the ERF; or - the calculated ERF reported from third party verified energy management systems (based on the ISO 50001) or environmental management systems (based on EMAS or ISO 14001). Tenderers should note that marks will be awarded, as set out in Section 3.2 of this RFT, on the basis of the total waste heat produced across all of the data centre(s) (e.g. primary and secondary sites) which is reused. No minimum mark applies. Marks will be awarded based on waste heat reused expressed as a percentage of total waste heat produced in the Tenderer's proposed data centre(s) (ERF): 0% = 0 marks 1% to 20% inclusive = 40 marks 21% to 40% inclusive = 80 marks 41% to 60% inclusive = 120 marks 61% to 80% inclusive = 160 marks 81% to 100% inclusive = 200 marks
GR01 Tenderer's Response		

Confirm and Accept: YES ☐

[Insert Descriptive Response]

Ref	Sub- Criteria	Specification
GR02	Renewable Energy Factor (REF) (200 marks)	The Contracting Authority is cognisant of the potential environmental impacts of data centres in terms of energy consumption. In responding to this requirement, the Tenderer must include the Renewable Energy Factor (REF) for this/these data centre(s) which must be calculated according to European Standard EN 50600-4-3 (https://www.en-standard.eu/csn-en-50600-4-3-information-technology-data-centre-facilities-and-infrastructures-part-4-3-renewable-energy-factor/). Tenderers are required to clearly and comprehensively describe, in the response box below, the approach to the use of sustainable energy (energy which is generated using renewable sources as defined by Directive 2009/28/EC) to power the data centre(s) from which the Tenderer provides its services and the proposed Solution will be hosted, including specific information regarding the percentage of total power consumption of this/these data centre(s) which is generated in this way. Tenderers are also required to provide <u>at least ONE</u> of the following as supporting evidence: • the REF and the electricity supply and usage data on which the calculations for the REF are based; or • a third-party verification of the REF; or • the calculated REF reported from third party verified energy management systems (ISO 50001) or environmental management system (EMAS or ISO 14001). Tenderers should note that marks will be awarded, as set out in Section 3.3 of the RFT, on the basis of the mean percentage of total energy consumed across all of the data centre(s) (e.g. primary and secondary sites) which is provided using sustainable energy generation. No minimum mark applies. Marks will be awarded based on sustainable energy expressed as a percentage of total energy consumption in the provision of the Tenderer's proposed data centre(s) (REF).

		• 0% = 0 marks • 1% to 20% inclusive = 40 marks • 21% to 40% inclusive = 80 marks • 41% to 60% inclusive = 120 marks • 61% to 80% inclusive = 160 marks • 81% to 100% inclusive = 200 marks
GR02 Tenderer's Response		
Confirm and Accept: YES ☐ [Insert Descriptive Response]		

Appendix 2: Pricing Schedule

The Tenderer must complete the pricing template in accordance with the instructions set out below and in the Pricing Schedule.

All prices quoted must be all-inclusive (i.e. including but not being limited to all costs, expenses, indexation and insurances), be expressed in Euro only and exclusive only of VAT. The VAT rate(s) applicable to each element of the service, where applicable, must be indicated separately.

The costs are split into two elements, i.e. Solution Fees and Implementation Costs. For evaluation purposes the full cost of the SaaS Solution over the Term of the Services Contract (comprising an initial term of 5 years and all extensions up to a maximum term of 10 years) will be calculated, as set out in the *Appendix 2 Pricing Schedule* to the RFT, by adding the total Implementation Costs to the total SaaS Fees to arrive at a Total Cost of Ownership (“TCO”) for the Term of the Services Contract. For the avoidance of doubt it is the TCO that will be used for evaluation purposes.

Categories of User

For the purpose of calculating Solution Fees, Tenderers should have regard to the categories of Users as detailed in Section 2.2 of Appendix 1 to this RFT.

A. Solution Fees

SaaS Fees are to be provided on one or more of the following bases as appropriate to the SaaS Solution being proposed:

1. on a per-user basis for all features and services which are provided per user (“User Subscription”);
2. on an enterprise licence basis (or equivalent) for features or services that are not included under individual User Subscriptions;
3. on a per-unit basis (unit to be stated in the Tenderer’s response) for features or services which are not provided on a User Subscription or enterprise basis.

For the avoidance of doubt, the above fees as they apply must be provided on an annual basis.

In determining SaaS fees for their proposed SaaS Solution, Tenderers should consider the User data provided in the two tables immediately below.

Proposed categories of User and estimated final numbers per User category are set out in the table below.

User Types	Admin Users	Full Users	Total Users
CSEAS	3	17	20

Note: The User numbers shown in the table immediately above are the expected numbers of Users, by User category. Tenderers should note, however, that the actual number of Users in each User category may increase and / or decrease. Provision has been made in Worksheet “Additional Subscriptions” in *Appendix 2 Pricing Schedule* for Tenderers to provide pricing in their Response for such an increase. Tenderers should also note, however, that the Contracting Authority reserves the right to reduce the number of User Subscriptions should the actual User numbers fall below the levels set out above. In this scenario, any consequent reduction in the Annual User Licence Fees will be agreed with the Successful Tenderer and will be based on the Average Licence Fee price provided by the Tenderer in the Worksheet “Annual Subscriptions” in *Appendix 2 Pricing Schedule*.

The annual SaaS Fees quoted must be inclusive of all charges, including but not limited to the following:

- Base software fee (if any) to access the proposed SaaS Solution;
- Access to the full range of functionality to meet the requirements set out in the RFT (including any enhancements to that functionality that become available during the Term of the Services Contract);
- API costs, as they relate to the API details provided in *MR03 Rest API Capability*;
- All SaaS Solution environments i.e. Test environment(s), pre-production environment and production environment as applicable;
- All software updates/upgrades and/or maintenance patches;
- Data security including, but not limited to anti-virus/anti-spam (AVAS) protection and data encryption;
- Other SaaS Fees not captured above (to be specified in the Tenderer’s response), for example:
 - where applicable, annual costs for each enterprise-wide and/or per-unit features or services not already included in the SaaS Fees set out above, but which are deemed necessary for the delivery of the SaaS Solution. Such features and/or services may include, for example, hosting costs or data storage costs if these are not included in the SaaS Fees.

Tenderers must provide the Costs using the template provided in *Appendix 2 Pricing Schedule* which accompanies this RFT, taking into consideration the instructions contained therein in the “Instructions” worksheet. Failure to provide all elements of the costs of the proposed SaaS Solution will result in the Tender being deemed non-compliant within the meaning of Section 2.2 of the RFT and the Tenderer will be eliminated from the Competition.

B. TOTAL FIXED IMPLEMENTATION AND SERVICE COST

Tenderers are required to provide a total fixed price for the overall implementation of the SaaS Solution and all other one-off costs associated with the implementation of the SaaS Solution.

Tenderers should note that if the actual number of days’ effort required to provide any aspect of the implementation service is greater than that estimated by the Successful Tenderer in its response to this RFT and in the absence of agreement via the Change Control Procedure detailed in Clause 24 of the Services Contract at Appendix 5 to this RFT, the Successful Tenderer shall be responsible for all costs required to complete the work and, by responding to this RFT the Tenderer so acknowledges and confirms.

The total implementation cost must be broken down into days input per named professional grade level 1 to 5 (as set out in *Appendix 2 Pricing Schedule*) by Phase and **must be aligned to the Tenderer's detailed project plan** submitted in response to *IR01 Professional Services and Implementation Plan* in this RFT.

Tenderers should note that Enhanced Support is to be provided for all Phases in accordance with the requirements set out in Section 3.3.3 of Appendix 1 of the RFT. Enhanced Support is considered part of the implementation project and as such the cost of Enhanced Support must also be included in the Tenderer's response.

Other than as set out immediately below and unless otherwise agreed by the Contracting Authority, all work to be conducted during the implementation project must be conducted off-site (i.e. this element of the implementation project shall be conducted away from the Contracting Authority's premises). The rate quoted for all work must be an all-inclusive rate, i.e. include all costs/expenses/indexation. The terms and conditions of the Services Contract will apply to any such work.

All other work (outside of off-site work) shall be conducted on-site i.e. conducted on the Contracting Authority's premises in Dublin (such as key project meetings, workshops, analysis activities, and training). No travel and subsistence will apply.

The rate quoted for all work conducted on-site on the Contracting Authority's premises must be an all-inclusive rate, i.e. include all costs/expenses/indexation.

Tenderers must complete the "Detailed Implementation Costs" worksheet provided in *Appendix 2 Pricing Schedule* which accompanies this RFT including the Per Diem rate for each proposed role, to include the professional grade level 1 to 5 in each case. A Per Diem Rate will be based on eight (8) hours of work (excluding breaks). Resources may attend for longer in the Contracting Authority's premises for on-site services in order to cater for any breaks they may require as permitted by the Successful Tenderer.

By submitting a Tender, the Tenderer acknowledges and agrees that the all-inclusive Per Diem cost for each role (i.e. including but not being limited to all costs/expenses/indexation) will form the rate card for the implementation and will apply to changes proposed under clause 24 of the Services Contract (Change Control Procedure).

C. POST-IMPLEMENTATION PER DIEM RATES

The Contracting Authority may, at its discretion, procure up to 200 post-implementation days over the Term of the Services Contract. Tenderers should note that there is no commitment to draw down these days.

Per Diem rates quoted for Post-Implementation days must reflect the roles and associated rate quoted for the Implementation project as set out in worksheet “Detailed Implementation Costs” in the Pricing Workbook at *Appendix 2 Pricing Schedule*. However, it is acknowledged that all five professional grades for any particular role may not have been required for the Implementation project. Tenderers must therefore provide ALL applicable rates for each role and professional level proposed in the worksheet “Rate Card” in the Pricing Workbook. Tenderers are instructed to augment the rate card where necessary to reflect the five professional grade levels for each role and to include both on-site and off-site rates for each role.

During the Term of the Services Contract Tenderers may quote a discounted Per Diem Rate but **may not quote a rate in excess of** the equivalent rates set out in the Tenderer’s response in worksheet “Detailed Implementation Costs”.

Please note:

- Tenderers must provide on-site Per Diem rates (where the services will be required to be conducted on the Contracting Authority’s premises) and off-site Per Diem rates (where the services will be required to be conducted remotely, i.e. away from the Contracting Authority’s premises):
 - Tenderers must assume that for the purposes of these post-implementation days that on-site Per-Diem Services will be performed in the Contracting Authority’s premises in Dublin. No travel and subsistence will apply for travel to or within Dublin city and/or County.
 - With regard to Off-Site Per Diem services, where work is to be carried out away from the Contracting Authorities premises (including outside of the jurisdiction of the Republic of Ireland) in accordance with the terms and conditions of the Services Contract, the rate quoted for all such work must be an all-inclusive rate, i.e. include all costs / expenses / indexation.
- Tenderers must provide the rates for each of the five professional grades regardless of whether or not the Tenderer proposed five professional grades in each role for the Implementation project;
- A Per Diem Rate will be based on eight (8) hours of work (excluding breaks). Resources may attend for longer in the Contracting Authority’s premises for on-site services in order to cater for any breaks they may require as permitted by the Successful Tenderer;
- The costs provided in the workbook “Rate Card” will not be evaluated and will not be included in the “Detailed Implementation Costs” or the Costs for Evaluation.

D. PRICE INCREASES AND DECREASES

Tenderers should note that prices (including SaaS Fees and Per Diem rates) may be increased only after the fifth (5th) anniversary of the Effective Date of the Services Contract. Prices may be increased or decreased by no more than 3% per year or the percentage increase (if any) or decrease in the relevant Consumer Price Index, published by the Central Statistics Office (Ireland) in the twelve-month period immediately preceding the date of the proposed price modification, whichever is the lesser. Prices may be subject to only one such annual modification over the course of each of the subsequent years of the Services Contract.

E. PAYMENT SCHEDULE

1. Indicative Implementation Payment Schedule

The Contracting Authority will pay for the implementation services based on the indicative milestone payment schedule as set out below, including completion of Phases and deliverables within Phases (i.e. for the Design activity, deliverables would include functional design document, technical design document etc.):

Phase	Milestone	Payment %
Phase 1	Mobilise and Prepare SaaS Environment	25%
Phase 2	Implementation	50%
Phase 3	Successful User Acceptance Test	15%
Phase 3	Project Closure	10%
	Total	100%

As detailed above in Section 3.3.3 “Implementation Approach” each project implementation Phase will comprise of a number of activities, as determined by the Tenderer’s approach to implementation and included in the Tenderer’s response. To successfully exit a project implementation Phase and for payment to fall due under the above payment schedule, the deliverables set out in the **Payment Milestone Deliverables Table** below must be completed in respect of all activities applicable to the project implementation Phase in question.

For example, if Rollout Phase includes analysis and design then the activities analysis and design as well as all other activities within Rollout Phase must be completed before payment will fall due.

The Contracting Authority will agree changes to the payment schedule as set out below to align with the Successful Tenderer’s approach to Implementation, subject to the conditions set out in this section of the RFT.

The deliverables per activity are set out in the table below.

Payment Milestone Deliverables Table

The Payment Milestone Deliverables which will apply for each Phase will be determined based on the Tenderer’s proposed implementation approach for that Phase. For example, analysis and design may be included in one Phase or may be included in multiple Phases.

Project Activity	Description	Payment Milestone Deliverables
Mobilise and Prepare SaaS Environment	This activity involves a number of steps whereby the Tenderer will mobilise its team, configure the SaaS Solution and establish the service provision arrangements.	• Agreed project management structures are in place; • The Successful Tenderer's Project Team in place; • Review of detailed project plan complete, plan updated and accepted by the Contracting Authority as the Implementation Plan; • Project kick off meeting conducted; • Project initiation document approved by Contracting Authority; • Connectivity to agreed data centre(s) in place; • SaaS environment configuration completed; • System test complete and all test issues and defects resolved.
Analysis	This activity involves a fit-gap analysis for the SaaS Solution to include but not be limited to 'As Is' and 'To Be' Process analysis.	• Analysis of requirements and the "To Be" SaaS Solution complete.
Design	This involves the design of the relational database, user interfaces, process workflows and the required configurations to effectively translate the requirements as outlined in this RFT into a comprehensive and fully documented SaaS Solution design.	• Design of the SaaS Solution relational database, user interfaces, process workflows and the required configurations complete; • All agreed design artefacts delivered by the Successful Tenderer; • Data migration strategy and plan agreed.
Configure	This involves the build of the relational database, user interfaces and process workflows for the SaaS Solution and the configuration of the SaaS Solution to the requirements and specifications.	• Configuration and coding (if any) to be completed, including user interfaces and process workflows for the SaaS Solution and the configuration of the SaaS Solution in accordance with the requirements and specifications and the design.
Test	This involves the testing of the build of the relational database, user interfaces, process workflows and configuration of the SaaS Solution. This will include test planning and execution for the SaaS Solution to include User Acceptance Testing and sign-off.	• Complete agreed testing activities; • All issues resolved; • Sign-off Phase test results.

Project Activity	Description	Payment Milestone Deliverables
Training	This involves all preparatory activities related to user training including developing the training plan for the approved training strategy including user evaluation process, developing training materials, managing training logistics and preparation for user training. To include training of Contracting Authority first and second level support staff and training on report generation.	• Training plan complete; • Training materials developed; • User training completed to agreed standard with agreed Users (to include training of Contracting Authority's first and second level support staff and training on report generation).
Deployment	This deployment activity involves pre-Go-Live preparation, readiness assessments, data migration, integration, cutover activities and post Go-Live support to ensure successful implementation of the SaaS Solution for each Rollout Phase. Lessons learned will be shared across subsequent Rollout Phases.	• Pre-Go-Live preparation completed; • Readiness assessments agreed; • Integration and cutover activities completed; • Data migration plan agreed and executed; • Go-Live support in place to ensure successful implementation; • Agreed reports in place; • Lessons learned agreed and documented; • Rollout Phase exit criteria met.
Enhanced Support	This involves transitioning from end of deployment for each Rollout Phase to handing over to post Go-Live service provision for the Rollout Phase.	• Resolve all Rollout Phase Go-Live issues or defects; • Sign-off Rollout Phase Go-Live.

Project Activity	Description	Payment Milestone Deliverables
Project Closure	Project Closure will take place when the final Rollout Phase (Project Closure) is complete and the SaaS Solution is fully live for all intended Users.	• All Phases Complete; • SaaS Solution Live for all intended Users; • All implementation issues resolved; • All agreed training delivered; • All project documentation completed and updated by the Successful Tenderer and signed-off by the Contracting Authority; • Lessons learned exercise complete, including report completed and signed-off by the Contracting Authority; • Knowledge transfer activities complete; • Successful Tenderer's L3 support staff and structures fully in place and operational; • Final sign off by Contracting Authority achieved; • Enhanced support period for the final Rollout Phase is completed with no issues remaining.

2. Ongoing SaaS Solution Payment Schedule

To ensure the best value for Government, the Contracting Authority will pay the SaaS Fees at the beginning of each contract year. Fees will be re-forecast annually, with an adjustment of the estimated user numbers up/down to actual number of Users at end of each year during the Term of the Services Contract.

Tenderers should note that the actual number of Users in each year could be less than that estimated. In this event, the Tendered price **per User** will not change. As part of continuous improvement, the Contracting Authority proposes to rationalise and standardise its processes which may affect the number of Users.

F. PROFESSIONAL GRADES & DESCRIPTIONS

All Professional grades and descriptions are set out in detail in worksheet "Professional Grade Levels" in the *Appendix 2 Pricing Schedule* to this RFT.

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority")

RE: Request for Tenders for the Supply of Employee Assistance Service Client Case Management System for the CSEAS, DPER

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

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

Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

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

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of **Employee Assistance Service Client Case Management System for the CSEAS, DPER**

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:

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

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Services Contract

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Employee Assistance Service Client Case Management System for CSEAS, DPER

THIS AGREEMENT IS MADE ON THE [] BETWEEN:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Client”);

And

[Contractor’s Full Legal Name], of [address] (the “Contractor”)

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

WHEREAS:

- A. The Client published on www.etenders.gov.ie and in the Official Journal of the European Union a contract notice [insert details of contract notice] together with a pre-qualification questionnaire (the “PQQ”) on [insert date] seeking expressions of interest from potential suppliers for the provision of an Occupational Health Case Management Solution (OHCMS) Software as a Service (SaaS) Solution. References to the PQQ shall include any clarifications issued by the Client via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “PQQ Clarifications”). The PQQ (including the PQQ Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted an expression of interest to the PQQ (the “Response”). Reference to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the “Response Clarifications”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.
- C. Following receipt of pre-qualification Responses, the Client by Request for Tender (the “RFT”) published on [insert date] invited tenders for the provision of the services described in Appendix 1 to the RFT. References to the RFT shall include any clarifications issued by the Client via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- D. The Contractor submitted a response to the RFT (the “Tender”). References to the Tender shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the “Tender Clarifications”). The Tender (including the Tender Clarifications) is hereby incorporated by reference into this Agreement.
- E. After an evaluation of all tenders, the Tender was selected as being the most economically advantageous tender subject to a contract being entered into between the Client and the Contractor.
- F. The Parties agree to contract with each other in accordance with the terms and conditions hereafter set out.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and the Schedules listed in clause 30 and attached hereto;

- ii. The RFT;
 - iii. The PQQ;
 - iv. The Tender;
 - v. The Response.
2. The Contractor agrees to provide the Services (defined below) to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, quantity and functional specifications of the Services to be delivered in accordance with the RFT and the Tender ("the Specification").
 3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
 4. For the purposes of this Agreement, the Client's Contact is [insert contact name]. The Contractor's Contact is [insert contact name].
 5. This Agreement shall take effect on the date of this Agreement (the "Effective Date") and shall expire on the fifth anniversary thereof, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").
The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to two (2) years each with a maximum of five (5) such extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law. The Term will not exceed ten (10) years in the aggregate.
 6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT. In this Agreement each capitalised term will have the meaning set out below:

"Acceptance" means acceptance by the Client of a Deliverable or a Phase in accordance with the acceptance procedures set out in Schedule E;

"Authorised User" means any person or other User specified in the RFT that requires access to or use of the SaaS Solution, subject to the subscription cost set out in Schedule C;

"Customised Software" means and comprises all modifications, enhancements, and customisations to the Proprietary Software, and all related materials in eye readable form including the user instructions, technical literature to be created and developed by the Contractor or a third party specifically and exclusively for the Client in accordance with the Specifications together with the media on which such Software and materials are recorded and printed but excludes the Proprietary Software;

"Data" means all information, regardless of form or characteristics or the media on which it may be recorded, that is used, generated, developed, transmitted, stored or otherwise processed as part of the provision of the Services and includes any Personal Data, metadata, derived data and traffic data.;

"Data Centre" means the primary and secondary data centres in the EEA which shall be used to provide the Services;

"Data Compromise" means any actual or reasonably suspected unauthorised access to or compromise to the security or confidentiality or integrity of the Data or the ability of the Client to access the Data;

"Data Controller" has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

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

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Deliverables” means such products, work, or services to be delivered by the Contractor under this Agreement and as may be more particularly set out in the Detailed Project Plan appended at Schedule G to this Agreement;

“Detailed Project Plan” means the plan submitted by the Contractor for the fulfilment of its responsibilities under this Agreement for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT including the Deliverables and Key Milestones as approved by the Client and appended at Schedule G to this Agreement;

“EEA” means European Economic Area;

“Exit Assistance Period” means the period commencing on the Exit Assistance Start Date up to and including the date specified by the Client as being the date upon which the Exit Management Services shall finish. The Exit Assistance Period shall not, without the Contractor’s prior written consent, be greater than 24 Months;

“Exit Assistance Start Date” means: (i) where either Party serves notice on the other Party to terminate this Agreement, the date specified by the Client upon which the Exit Assistance Period shall commence; or (ii) where the Initial Term or Renewal Term (as applicable) will expire, the day which is 6 Months prior to the final day of the Initial Term or Renewal Term (as applicable), unless the Client has notified to the Contractor that an alternative date is to be treated as such;

“Exit Management Plan” means an integrated plan developed by the Parties to effect an orderly transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s) in the event of expiry or termination of this Agreement (in full or in part) meeting the requirements set out in paragraph 2 of Schedule L (Exit Management);

“Exit Management Services” means the obligations and services set out in Schedule L (Exit Management) and in any Exit Management Plan to be performed by the Contractor in support of any transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s);

“Good Industry Practice” means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced operator engaged in the same type of undertaking as the Contractor in complying with its contractual obligations, all applicable laws and standards;

“Key Personnel” means all the Contractor’s Personnel listed in Schedule F to this Agreement;

“Key Milestones” or **“Milestones”** means the dates and deadlines by which particular Deliverables or obligations of the Contractor are scheduled to be completed as set out in the Detailed Project Plan appended at Schedule G to this Agreement;

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or enable unauthorised access to, or cause other undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Personal Data” has the meaning given under Data Protection Laws;

“Pricing Schedule” means the Pricing Schedule at Appendix 2 of the RFT;

“Processing” has the meaning given under Data Protection Laws;

“Proprietary Software” shall mean and comprise all or any part of generic developed software and generic applications which do not have any feature or functionality which is specifically and exclusively applicable to the Client and all other related documents and other materials including the user instructions and the technical literature in eye readable form together with the media on which the Proprietary Software, user instructions, technical literature and documentation are recorded and / or printed which are supplied or to be supplied by the Contractor or a third party software vendor to the Client as part of the provision of the Services, but excludes the Customised Software;

“Replacement Contractor” means any third party service provider appointed by the Client to supply any services which are substantially similar to any of the Services and which the Client procures in substitution for any of the Services following the expiry, termination or partial termination of this Agreement;

“Replacement Services” means the provision of any services which are substantially similar to any of the Services and which the Client carries out itself or procures in substitution for any of the Services following the expiry, termination or partial termination of this Agreement;

“SaaS Solution” means the electronic information system(s) comprising any one or more of hardware, equipment, software, peripherals, and communications networks owned, controlled, operated and/or used by the Contractor to supply the Services as more particularly described in the PQQ and RFT;

“Services” means the provision of the SaaS Solution and all software, customisation, configuration, upgrades, data migration, testing, implementation, hosting, training, development, integration and other services (including post-implementation services provided on a per-diem basis) necessary for the purpose of providing, supporting and enhancing the SaaS Solution as described in the PQQ, the RFT (including but not limited to Appendix 1 of the RFT) and the Service Level Agreement at Schedule D and any other products, deliverables, and services to be provided by the Contractor to the Client, (i) described in the Tender, (ii) identified in this Agreement, or (iii) otherwise necessary to comply with this Agreement;

“Service Credits” means an amount in euro calculated each month in accordance with Schedule D in respect of a failure by the Contractor to meet a Service Level Objective;

“Service Delivery Manager” means the Contractor’s personnel as set out in in Schedule D, Part 4(c) and listed in Schedule F;

“Service Levels” means the characteristics of the Service defined under Schedule D to the Agreement;

“Service Level Schedule” means Schedule D to the Agreement;

“Service Level Objectives” means the target numerical value of Service Levels set out in Schedule D to the Agreement.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation, or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(Being a duly authorised officer)	
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill, and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill, and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Tender hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B (4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every

subcontract a right for the Contractor to terminate the subcontract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any subcontract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and/or the performance of this Agreement may be used in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising, liability, loss, or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

- A. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client.
- B. The Contractor shall, to the extent permitted by law, ensure that all Key Personnel assigned by it to provide the Services shall be available for the Term of this Agreement, or in respect of certain Key Personnel for such other period(s) (including the Exit Assistance Period) as specified in Schedule F.
- C. In the event that any of the Key Personnel assigned by the Contractor to provide the Services (or any part thereof) under this Agreement becomes unavailable to provide the Services, or does not obtain security clearance in accordance with Clause D below, then the Contractor shall immediately notify the Client in writing explaining the reason for the unavailability and proposing a replacement for that person with a person of at least equivalent experience and expertise ("Replacement Personnel"). The Client may accept or reject such proposed replacement at its discretion.

- D. If requested by the Client, the Contractor shall provide security clearance from An Garda Síochána or other agencies nominated by the Client in respect of all or any personnel of the Contractor or of its agents or Subcontractors and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- E. The Contractor shall ensure that the employees, agents and Subcontractors of the Contractor pursuant to this Agreement shall remain under the full control and authority of the Contractor and shall not be regarded as employees or agents of the Client for any purpose.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to the Acceptance and Approval Procedure set out in Schedule E, and/or the Milestones set out in Schedule G, and/or any compliance schedules or operational protocols in place pursuant to clause 10A;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement;
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements; and
 - 5. The deduction of Service Credits to which the Client is entitled under the Service Level Agreement in Schedule D.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

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

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents, and undertakes that:
1. it has the capacity, authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 2. the Services will be performed with all due skill, care and diligence in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with good industry practice;
 3. it shall comply with Data Protection Laws;
 4. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 5. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 6. it retains and shall maintain for the Term insurances for the nature and amount specified in Schedule J. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4 A.7;
 7. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

8. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance, or practices as may affect the provision of the Services as they apply to the Contractor;
9. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
10. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes. Breach of this warranty shall result in the application of the indemnity contained at Clause 6;
11. shall ensure that the SaaS Solution:
 - (i) shall for the Term of this Agreement, perform in accordance with the Specification, the RFT and the Tender
 - (ii) will not interfere with or adversely impact on the integrity of the Client's interfaced systems as set out in the RFT;
 - (iii) shall be designed to be secure and adequately protected from unauthorised access;
12. as an enduring obligation throughout the Term, it shall use all reasonable endeavours to prevent Malicious Software from being introduced into the SaaS Solution and Client's and each Authorised User's ICT environment. This shall include an obligation to promptly deploy latest versions of anti-virus software (including the latest versions of available anti-virus definitions from an industry accepted anti-virus software vendor) to check for, contain the spread and minimise the impact of, and delete, Malicious Software and to prevent Malicious Software from adversely impacting provision of the Services or operation of the SaaS Solution and Client's and each Authorised User's ICT environment (except to the extent otherwise agreed by the Parties);
13. notwithstanding clause 4.A.13, if Malicious Software is found, the Parties shall co-operate expeditiously to reduce, mitigate and resolve the effect of the Malicious Software and, particularly if Malicious Software causes an adverse impact on the operational efficiency of the SaaS Solution, the Services or Client's or any Authorised User's activities, or loss or corruption of Client Data, assist each other expeditiously to mitigate any losses and to restore the SaaS Solution and/or the Services (as applicable) to their desired operating efficiency at the earliest possible timeframe. In addition to the Client's rights set out in Schedule D (Service Levels), the Client shall be entitled to designate any instance of Malicious Software which it reasonably believes has, or may reasonably be expected to have, a material adverse impact on the Services and/or the SaaS Solution as a material event requiring fast-track resolution and escalate the matter to senior management of the Contractor, in which circumstances the Contractor shall prioritise resolution of the relevant matter in accordance with this clause as a matter of urgency;
14. the Client shall be under no obligation to purchase any minimum number or value of Services; and

15. each software maintenance release, software upgrades and software enhancement will be backwards compatible and will not result in any reduction of functionality set out in the Specification, the RFT and the Tender.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations, and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages, costs or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver the Services (including but not limited to any failure to remedy any defect in the SaaS Solution in compliance with Schedule D), the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- C. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- D. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, or in respect of the Contractor's indemnity under clause 6 or in respect of a breach by the Contractor of clause 27 (Data Protection and Security), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6 (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed:-
- (i) the relevant insurance indemnity limits specified in Schedule J; or
 - (ii) where no relevant insurance indemnity applies, one hundred per cent (100%) of the Charges paid or projected to be paid (whichever is higher) under this Agreement.

For the avoidance of doubt, where in clause 2.21.1, an insurance “Indemnity Limit” is stated to apply “for any one claim or series of claims arising out of a single occurrence,” the limit on liability created by this clause shall apply to the Contractor’s liability to the Client in respect of each occurrence and not to the Contractor’s aggregate liability to the Client.

To the extent a Party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure will be borne solely by the curing Party and will in no event count toward satisfaction of the applicable Liability Cap.

- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due (“the Retention Amount”) calculated as follows:

The Retention Amount shall not at any given time exceed 20% of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G. Upon notification to the Contractor by the Client of its dissatisfaction with the performance of the Contractor, the Contractor shall take action in accordance with Good Industry Practice to remedy any such performance failure(s) including:

- (i) allocating such resources as may be necessary to remedy the failure and any consequences of the failure;
- (ii) performing a root-cause analysis to seek to identify the cause of the failure and report to Client on its findings;
- (iii) taking all action necessary to mitigate the impact on Client and Client’s business of the failure;
- (iv) taking all reasonable action required by Client to remedy the failure; and
- (v) taking all action necessary to prevent a repeat of the failure.

- H. Without prejudice to any general right to damages under this Agreement, where the Contractor does not meet the Milestones as set out in the Detailed Project Plan appended at Schedule G to this Agreement, the Client may, at its discretion, deduct the sum of 1% of the relevant Milestone payment, per day or part thereof, for each day of late delivery, as liquidated damages up to a maximum amount of 20% of the payment in respect of that Milestone (the “Liquidated Damages Threshold”).

Where the Liquidated Damages Threshold is met or exceeded, the Client shall be entitled to claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period and/or the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. INTELLECTUAL PROPERTY AND LICENSING

- A. Intellectual Property Rights (“IPR”) means all patents and patents rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights in confidential information, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks and copy rights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for the Contractor or the Client independently of this Agreement, and any IPR in the Contractor’s standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than the Proprietary Software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams, or information inputted, loaded or placed onto the SaaS Solution in any manner, and of all reports, outputs and end-products generated by or from the SaaS Solution) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title, and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination.
- D. The Client grants to the Contractor a royalty-free, revocable, non-exclusive licence to use the Client’s Pre-existing IPR and IPR in the Customised Software and/or the Materials for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired, or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats,

templates, methodologies, and techniques that are acquired or used in the course of providing the Services.

- G. The Contractor hereby indemnifies the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers from and against any and all losses, expenses, demands or claims asserted by third parties, and in respect of any actual or alleged infringement, misappropriation or violation of any intellectual property rights relating to the SaaS Solution or its use and shall keep and hold the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers harmless from and in respect of all and any liability, loss or damages (whether direct, indirect or consequential), claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
 - (ii) replace the relevant Deliverable with a non-infringing equivalent;
 - (iii) replace the relevant Deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the Deliverable and refund to the Client the Charges paid for such Deliverable less a reasonable amount for the Client's use of the Deliverable up to the time of return, provided such reasonable amount is due to the owner of the said Deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. The Contractor hereby grants to the Client and all Authorised Users a non-exclusive, royalty free, irrevocable worldwide licence to access and use the SaaS Solution during the Term. The Contractor shall continue to grant licences to any additional Authorised Users identified by the Client and provide the Services to the Client in accordance with the terms of this Agreement during the Term of this Agreement for as long as the Client continues to pay the Charges in accordance with Schedule C (Charges).
- I. To the extent that Contractor is required to obtain rights, licenses, permissions, clearances, approvals and/or attribution information necessary for the Contractor to license or use the SaaS Solution in any manner, the Contractor undertakes that it has done and will continue to do so. The Contractor has made and will continue to make all payments to third parties necessary to obtain the right to license or use the SaaS Solution. Upon the Client's request, the Contractor shall deliver to the Client all evidence necessary to show that the Contractor has properly obtained the rights to license or use the SaaS Solution.

- J. The Contractor shall provide the Client and each Authorised User with access to the SaaS Solution. For the avoidance of doubt, all licences may be reallocated at the Client's discretion among the Authorised Users.
- K. The Client shall not, and shall take reasonable steps to ensure that no Authorised User shall:
- (i) sell, license, assign, or transfer any part of the SaaS Solution licensed to it in accordance with this clause 6; or
 - (ii) decompile, disassemble, or reverse engineer any part of the SaaS Solution (except to the extent permitted by law or otherwise expressly permitted and provided for under this Agreement).
- L. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided, or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to: -
- 1. its professional advisers subject to the provisions of this clause 7; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement"). If requested by the Client, the Contractor shall procure that its employees or subcontractors who have access to Confidential Information shall sign the Confidentiality Agreement.
- The obligations in this clause 7 will not apply to any Confidential Information:
- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 - 2. which is or becomes public knowledge other than by breach of this clause; or
 - 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 - 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Client accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion, or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, outbreak of disease (excluding COVID 19 or any related variants), insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests. For the avoidance of doubt, a Force Majeure Event does not exempt the Contractor from compliance with its obligations under Clause 28 (Disaster Recovery & Business Continuity) and Clause 29 (Exit Management).
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations resulting from any Force Majeure Event, the Affected Party shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event;and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall

resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for thirty (60) calendar days either Party may terminate this Agreement by providing not less than fourteen (14) days written notice to the other Party.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving no less than six (6) months written notice to the Contractor, such notice not to take effect before the second (2nd) anniversary of the Effective Date.
- B. Either Party shall have the right (in addition to the Client's rights under clause 9(A) and any other rights which each Party has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement (including the Service Level agreement) and fails to remedy such breach(es) within thirty (30) days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.
- C. The Client shall have the right, in addition to any other rights which it has at law to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that:
 - (i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - (ii) that the Contractor (or its subcontractor(s), if any) fall(s) within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations, or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- E. If requested by the Client, and subject to complying with Data Protection Laws, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client (“Employment Information”). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.
- F. On completion or termination of this Agreement, howsoever arising, the Contractor must promptly return all documents and Data that is stored by the Contractor in any format or on any part of the SaaS Solution (including its production, configuration, test, training and development environments) to the Client in a non-proprietary, machine readable form. The Contractor shall not delete any Data including production and backup copies until such time as the Data returned has been validated by the Client. Once the Data returned has been validated by the Client and upon the instruction of the Client, the Contractor shall delete all production and backup copies of the Data and certify in writing that they have been permanently removed from the Contractor’s facilities.
- G. On completion or termination of this Agreement, the Parties shall comply with the provisions of Clause 29 (Exit Management) and Schedule L (Exit Management).

10. CONTRACT MANAGEMENT

- A. The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor Contact] within the Contractor and to [insert Client Contact] within the Client respectively.

- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Mediators' Institute of Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- H. If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty (30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT, NOVATION AND TRANSFER

- A. The Client may, at any time, assign, or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.
- B. Any assignment, novation, or transfer to a third party of the Contractors rights or obligations under this Agreement (the "Transfer") requires the prior written consent of the Client. Prior to any such Transfer, the transferee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Transfer not complied with in the manner prescribed herein shall be null and void.
- C. Subject to a party's obligations at law, any subcontract of the Contractors rights or obligations under this agreement requires the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements, and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded. For the avoidance of doubt, no contractor or third party terms and conditions shall apply to the provision of the services and any click through terms and conditions shall be disabled.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be, has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent, or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration, or commission.

21. ACCESS TO PREMISES

Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive

licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination, or abandonment of this Agreement.

22. EQUIPMENT

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

23. NON-SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this clause will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known), the delivery dates, the price or any other impact on this Agreement, and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment")
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and / or Impact Assessment within a reasonable timeframe of its completion, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. PROJECT PLAN

- A. The Contractor shall, within three months of the Effective Date, submit the Detailed Project Plan for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT and which shall be appended at Schedule G to this Agreement;
- B. The Detailed Project Plan shall align with the Requirements of the RFT and with the Contractor's Tender and shall be subject to approval by the Client.
- C. The Detailed Project Plan shall include details of all Deliverables and Key Milestones as approved by the Client.
- D. Any proposed changes to the Detailed Project Plan shall be made in accordance with the Change Control Procedure set out in Clause 24.
- E. The Acceptance and Approval Procedure set out in Schedule E shall apply in respect of all Deliverables and Milestones set out in the Detailed Project Plan.

26. SECURITY AND LOCATION OF DATA

- A. The Contractor shall develop a Cyber Security Plan ("Cyber Security Plan"), which shall align with the requirements of the RFT and with the Contractor's Tender and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule H to this Agreement.
- B. The Cyber Security Plan shall specify the security policies, procedures and controls in place in order to protect against cyber threats and risk. The Cyber Security Plan shall also outline the specific steps to be taken in response to a breach. The Services will at all times be performed by the Contractor in accordance with the Cyber Security Plan.
- C. The initial Cyber Security Plan shall be delivered to and approved by the Client within three (3) months of the Effective Date, or within such time as may otherwise be agreed between the Parties.
- D. The Contractor shall:
 - (i) ensure that the Cyber Security Plan is kept up to date in accordance with Good Industry Practice;
 - (ii) submit an updated Cyber Security Plan to the Client for approval every twelve (12) months (or on request from the Client);
 - (iii) carry out regular security audits, at least once per calendar year, or as may otherwise be directed by the Client. The Contractor shall provide the Client with copies of all security audit reports and shall ensure that any failures, deficiencies or other vulnerabilities identified in the audit report are remedied without delay.
- E. All Data (both live and backup copies) shall be stored, hosted, and processed only in Data Centres located within the EEA. The Contractor shall not permit Data to be viewed, accessed, processed, transmitted or stored in any country outside of the EEA without prior notice to and approval from the Client.
- F. The Contractor shall ensure all Data is encrypted when transmitted across networks to protect against eavesdropping of network traffic by unauthorized users and is protected at all times from theft, interference and loss. In cases where source and target endpoint devices are within the same protected subnet, Data transmission must still be encrypted due to the potential for high negative impact of a Data Breach. The types of transmission may include client-to-server, server-to-server communication, as well as any data transfer between core systems and third party systems.
- G. The provisions of this clause 26 shall survive termination and or expiry of this Agreement for any reason.

27. DATA PROTECTION & SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

‘Data’ means all information, regardless of form or characteristics or the media on which it may be recorded, that is used, generated, developed, transmitted, stored or otherwise processed as part of the provision of the Services and includes any Personal Data, metadata, derived data and traffic data.

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

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

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is a Data Controller, and the Contractor is a Data Processor in respect of Data which is Personal Data. Schedule K sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 27B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client. For the avoidance of doubt, this Agreement shall, together with any additional instructions agreed in writing, constitute the written instructions of the Client to process the Personal Data for the purpose of the provision of the Services;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential unless required to do so by European Union or Member State law to which the Data Processor is subject. In such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
- ii. the data subject has enforceable rights and effective legal remedies;
- iii. the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- iv. the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data and shall provide assistance to the Client in relation to any such request (including, where directed by the Client, by allowing Data Subjects to have access to their Personal Data).
- F. The Contractor shall, unless prohibited by European Union or Member State law to which the processor is subject, promptly notify the Client if it receives any complaint, correspondence, notice, order of the Court or request of any regulatory or government body relating to the Personal Data and/or the Parties' obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request.
- G. The Contractor shall without undue delay report in writing to the Client any Data Compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- H. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- I. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- J. The Contractor shall permit the Client (upon the provision of reasonable), the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review. The Contractor shall, upon request, also provide evidence of any relevant internal or independent audits/self-assessments performed periodically by or on behalf of the Contractor. In relation to any audit requested by the Client:
 - i) the Client shall first consider the contents of the most recent independent audit performed on behalf of the Contractor;
 - ii) the Parties shall agree the nature and scope of any such audit which shall be set out in an audit plan;
 - iii) each Party agrees to bear their own costs
 - iv) the Client agrees to appoint auditors that are suitably qualified and are not a direct competitor of the Contractor.

- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made regularly and in accordance with the instructions of the Client and that this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any subcontractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party
- M. The Client consents to the Contractor appointing such sub-processors identified in the Response and set out in Schedule K. During the Term of the Agreement, if the Contractor proposes any changes to its sub-processor(s), the Contractor must inform the Client at least 30 days in advance. The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any replacement sub-processor. The Client shall have absolute discretion as to the suitability of any proposed replacement sub-processor. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 27 as between the Client and the Contractor. The Contractor shall, if called upon to do so, make available to the Client, copies of such sub-processing agreements in order to evidence compliance with this clause. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 27.
- N. All the obligations on the Contractor in this clause relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause shall survive termination and or expiry of this Agreement for any reason.

28. DISASTER RECOVERY & BUSINESS CONTINUITY

- A. The Contractor shall ensure that it has in place and complies with at all times a Disaster Recovery and Business Continuity Plan ("DRBC Plan"), which shall align with the requirements of the RFT and with the Contractor's Tender and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule I to this Agreement.
- B. The DRBC Plan shall detail the steps, actions and procedures to be implemented to ensure that the Client and Authorised Users continue to receive the Services in accordance with this Agreement, and any adverse effect on the Client and/or Authorised Users is minimised,

if any situation occurs (whether or not as a result of any act or omission of the Contractor) that materially impacts on the Contractor's ability to supply the Services.

- C. The DRBC Plan shall include full details in respect of the back-up procedures with regard to the Client's Data, including details of the frequency with which back-ups will be carried out and the media to be used in respect of back-ups. The DRBC Plan shall at all times align with the provisions of the Cyber Security Plan set out at Schedule H.
- D. The initial DRBC Plan shall be delivered to and approved by the Client within three (3) months of the Effective Date, or within such time as may otherwise be agreed between the Parties.
- E. The Contractor shall:
 - (i) ensure that the DRBC Plans are kept up to date in accordance with Good Industry Practice;
 - (ii) submit an updated DRBC Plan to the Client for approval every twelve (12) months (or on request from the Client);
 - (iii) carry out regular tests, at least once per calendar year, of the DRBC Plans then in force. The Contractor shall ensure that the DRBC Plan is promptly amended if such tests identify any failures, deficiencies or other vulnerabilities in the DRBC Plan.

29. EXIT MANAGEMENT

- A. Upon termination of this Agreement, for any reason, the Contractor shall comply with its exit management obligations in accordance with Schedule L (Exit Management)
- B. Without prejudice to the provisions of Schedule L, the Contractor shall, upon termination of this Agreement for any reason:
 - (i) continue to provide the Services and the SaaS Solution in accordance with this Agreement and to the required Service Levels until the end of the Exit Assistance Period;
 - (ii) ensure that there is no degradation in the performance of the Services and the SaaS Solution until the Termination Date and/or date of handover to the Client and/or to a Replacement Contractor; comply with its exit management obligations in accordance with Schedule L (Exit Management) and shall provide the Exit Management Services;
 - (iii) provide to the Client, or a third party nominated by the Client, all Client Data, in a format reasonably designated by Client, together with any other information that Client reasonably requires in order to use the Client Data or convert the Client Data for use on another system;
 - (iv) co-operate with and provide such assistance as the Client may require to affect a full, smooth and orderly transfer of Client Data and/or knowledge; and
 - (v) otherwise co-operate with and provide such assistance as is reasonably requested by the Client to ensure an efficient, timely and orderly transfer of

any Services and/or Deliverables (including the transfer of any knowledge, information, know-how and ideas relating to the Services obtained during the performance of the Services) to the Client and/or to a Replacement Contractor, whilst preserving business continuity for Client.

- C. The provisions of this Clause 29 shall survive the expiration or termination of this Agreement for any reason.

30. LIST OF SCHEDULES TO THE AGREEMENT

Schedule A:	Terms and Conditions
Schedule B:	The Specification
Schedule C:	Charges
Schedule D:	Service Level Agreement
Schedule E:	Acceptance and Approval Procedure
Schedule F:	Key Personnel
Schedule G:	Detailed Project Plan
Schedule H:	Cyber Security Plan
Schedule I:	Disaster Recovery and Business Continuity
Schedule J:	Insurance
Schedule K:	Data Protection
Schedule L:	Exit Management

Schedule B: The Specification

[Client to insert when completing contract]

Schedule C: Charges

[Client to insert when completing contract]

Schedule D: Service Level Agreement

1. Definitions

“Available” means that the SaaS Solution is ready for and capable of full operation, execution and use;

“Go-Live Date” means the date when the SaaS Solution commences to operate effectively in the Client’s live working environment at the completion of each Rollout Phase of the Implementation Project;

“SaaS Solution Monitoring” means the collection and storing by the Contractor of data on the operation of the SaaS Solution, whether by automatic or manual means;

“Incident” means any defect or failure in the SaaS Solution that prevents it from operating in accordance with its normal use without interruption or delay or failure to perform to its level of functionality required in the Specification as set out in Schedule B;

“Key Performance Indicator” or **“KPI”** means the criteria for monitoring and assessing the Contractor’s incidence response time;

“Month” means a calendar month;

“Normal Service Time” means Monday to Friday from 08:00hrs to 18:00hrs excluding Irish bank and public holidays;

“Planned Unavailability” means a planned instance of Unavailability in accordance with Section 6(d) of this Service Level Agreement;

“Priority 1 Incident” means a Client’s production use of the SaaS Solution is stopped or so severely impacted that all end users cannot continue to work i.e. Client end users experience a complete loss of service;

“Priority 2 Incident” means some Client end users experience a severe loss of service i.e. important features of the SaaS Solution are unavailable with no acceptable workaround, however operations can continue in a restricted fashion;

“Priority 3 Incident” means Client end users experience a minor loss of service i.e. the impact is an inconvenience, which may require a workaround to restore functionality, and does not affect core business processes;

“Priority 4 Incident” means a request for information, enhancement or document clarification regarding the SaaS Solution, but there is no loss of service and no impact to the operation of the service;

“Problem” means the cause of any Incident or series of Incidents or potential future Incident or Incidents;

“Response” means a communication from the Contractor to the Client acknowledging receipt of an Incident report, providing an Incident tracking identifier and informing the Client that the Contractor has commenced diagnosis of the Incident;

“Response Time” means the time taken by the Support Service Personnel to assess each Incident once reported and to provide a Response to the Client. The Response Time commences upon notification of the Incident to the Contractor either verbally or electronically by the Client or via SaaS Solution Monitoring. Where an Incident occurs outside of Normal Service Time, the Response Time for a Priority 1 Incident commences immediately upon notification and for all other Incidents commences at the start of the next period of Normal Service Time;

“Resolution” means a solution to an Incident, supplied to and acceptable to the Client to enable continuation of the Client’s business and its use of the SaaS Solution. In providing a Resolution, the Client acknowledges that an interim Resolution or fix may be required to enable the continuation of the Client business;

“Service Availability” shall be calculated in minutes based on Normal Service Time in a calendar month as follows;

Total Time – Planned Maintenance Time

“Service Availability Rate” shall be calculated as follows:

$\frac{\text{Service Availability - Unplanned Unavailability}}{\text{Service Availability}} \geq 99.5\%$
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“Services Contract” means the template contract attached at Appendix 5 to the RFT;

“Unavailable” means that one or more of the key functions of the SaaS Solution is unavailable for use by the Client and there is no workaround possible, or the SaaS Solution has slowed down due to a failure with the SaaS Solution such that SaaS Solution response time makes the SaaS Solution unusable, and / or there is an Incident which has caused or has the potential to cause a critical impact on the use of the SaaS Solution or a significant financial loss to the Client;

“Unplanned Unavailability” means that the functional Services fail to be available in accordance with Schedule B of the Services Contract, and the Client is unable to access the functional Services, as measured at the Contractor’s Services environment. Unplanned Unavailability is considered resolved at the time the functional Services, in accordance with Schedule B of the Services Contract, are available again. Unplanned Unavailability shall be calculated in minutes based on Normal Service Time in a calendar month;

“Upgrade” means the enhancement, update, modification of the SaaS Solution, or any part(s) of the SaaS Solution, by the Contractor from time to time for the purposes of extending the functionality of the SaaS Solution and keeping the SaaS Solution up-to-date with changing business and technical requirements. This includes, but is not limited to, significant patch bundles (such as service packs or service updates) as released by the Contractor on a scheduled yearly/quarterly/monthly basis.

2. Introduction to SaaS Solution Support Services

- (a) This Schedule describes the Service Levels which shall apply to the support services, together with the working arrangements to be deployed by the Client and the Contractor concerning the Service;
- (b) The Contractor shall provide the support services in accordance with this Schedule;
- (c) The Contractor shall provide support until the expiry of the Term of the Services Contract;
- (d) The Contractor shall provide a helpdesk (the “Support Service Helpdesk”) for Incident management and to allow tracking and reporting on all issues;
- (e) The Contractor shall provide the Support Service Helpdesk during Normal Service Time;

3. Overview of Support Service (the “Support Service”)

In providing the SaaS Solution, the Contractor shall at all times support the SaaS Solution by providing:

- A reliable service;
- A safe service that does not expose any User or organisation to security threats;
- A service that is easy to use;
- A well organised, up-to-date and useable online support system;
- A Response to and Resolution of Incidents;
 - Regular reports on the functioning of the Support Service for the Client including numbers and types of Incidents, Response Times, new online support material created, additional training provided and service KPIs as defined in sections 6 and 7 below;
 - Clear communication pathways between the Client and the Contractor, including communications protocols and meeting schedules.

4. Support Service Personnel

- (a) The Contractor shall make available to the Client a sufficient number of personnel for the provision of the Support Service (the “Support Service Personnel”);
- (b) The Contractor shall ensure that all Support Service Personnel are fluent in written and spoken English, are well trained, and have the requisite knowledge and experience of the SaaS Solution;
- (c) The Contractor shall provide the Client with the name and contact details of the service delivery manager who will be responsible for the Contractor’s ongoing delivery of the SaaS Solution (“Service Delivery Manager”);
- (d) The Contractor shall provide telephone and email support, at a minimum, for the provision of the Support Services during Normal Service Time. Where available, additional support channels such as web chat and web portal shall also be provided;
- (e) The functions of the Support Service Personnel shall include (but are not limited to):
 - (i) To receive, respond to, and update all Client requests for technical enquiries and Resolution of Incidents;

- (ii) To carry out an initial analysis and impact assessment of each Incident;
- (iii) To provide a unique Incident tracking identifier for each reported Incident;
- (iv) To manage and monitor Incidents until Resolution is achieved, including continuously tracking Incidents and documenting details of each Incident, regularly updating the Incident's status on an issue tracking system;
- (v) To inform the Client of actions being taken by the Contractor to resolve each Incident and the estimated Resolution time;
- (vi) To resolve all Incidents logged by the Client;
- (vii) To respond to general questions and queries;
- (viii) To carry out periodic analyses of Incident activity;
- (ix) To be responsible for the security of the SaaS Solution.

5. Process

(a) The Contractor shall have in place all management processes, which at a minimum must include the management processes set out in 5(b) below, which are required for the configuration and consumption of the Support Service by the Client. The Contractor shall deliver the Support Service in line with these management processes and shall make these processes available to the Client on commencement of the Services Contract.

(b) These management processes shall include (but not be limited to) the following:

- **Change and Release Management**, which means a process to ensure standardised methods and procedures are used for the efficient and prompt handling of all SaaS Solution changes, in order to minimise the impact of the change on service quality;
- **Incident Management**, which means service restoration where part or all of the Service was degraded or unavailable and the tracking of the origination, Resolution and communication of all Incidents in an Incident tracking system;
- **Problem Management**, which means the prevention of Incidents where possible or the minimisation of the impact of Incidents where they cannot be prevented;
- **Root Cause Analysis**, which means diagnosing and analysing the root cause of all recurring Incidents, with the objective of identifying corrective or preventative measures, which once put into effect via a change will prevent the reoccurrence of such Incidents;
- **Availability, Capacity and Performance Management**, which means a process to ensure the availability and capacity of the Service to meet the demands of the Client;
- **Service Level Monitoring and Reporting**, which means monitoring and reporting on the delivery of the SaaS Solution;
- **Security Incident Response**, which means responding to and investigating Incidents which can impact the confidentiality, integrity or availability of data.

6. KPI : Service Levels

- (a) The Contractor acknowledges and agrees that, following each SaaS Solution Go-Live Date, the SaaS Solution should be available for operational use by the Client 24/7. However, the target Service Availability shall be 99.5% or higher during Normal Service Time;
- (b) The Contractor will begin to measure Service Availability from the SaaS Solution Go-Live Date. The Contractor shall promptly notify the Client of any abnormality or other problem (including service-level failures) with the Services operating in accordance with Schedule B of the Service Contract;
- (c) The Contractor will monitor the SaaS Solution 24 hours per day every day of the calendar year and shall use appropriate techniques to ensure that service issues do not impact the 99.5% SaaS Solution Availability target;
- (d) **Planned Unavailability:**
 - (i) The Contractor shall use appropriate techniques to ensure that periods when the SaaS Solution is Unavailable (including Planned Unavailability) are kept to the minimum;
 - (ii) Subject to (i) above, the maximum duration of any one period of Planned Unavailability shall be 8 hours for general maintenance and 48 hours in the case of installation of Upgrades. All Planned Unavailability must be scheduled out of normal working hours, either in the evenings or during weekends;
 - (iii) Subject to (i) above, the maximum total of all Planned Unavailability in a monthly measurement period shall be 72 hours and in an annual measurement period shall be no greater than 216 hours unless previously agreed in writing by the Client;
 - (iv) When Planned Unavailability is required, the Contractor will provide an early warning of planned maintenance with regular reminders. For example, notifications should be no later than five (5) days in advance of the Planned Unavailability.
- (e) **Unplanned Unavailability:**
 - (i) Subject to (d) (i) above, the maximum duration of Unplanned Unavailability shall be 3.65 hours per month, or 1.83 days per annum;
 - (ii) Unplanned Unavailability does not include Planned Unavailability, as described in this Service Level Agreement;
 - (iii) Unplanned Unavailability shall include unplanned maintenance (including emergency maintenance). When unplanned maintenance is required, the Contractor will provide as early as possible a warning of unplanned maintenance with regular reminders;
 - (iv) Unplanned Unavailability shall include unplanned service unavailability of any duration of time.

7. KPI: Incident Response Times

- (a) The following table defines the minimum service timescales within which Incidents shall be dealt with and resolved by the Contractor. The priority for each Incident shall be specified by the Client when it reports the Incident and updated as soon as practicable after

it becomes aware of any change in the priority of the Incident in question. The Contractor shall not downgrade the Priority assigned without prior agreement of the Client;

Priority	Initial Response Time	Resolution times
1	1 Hour	4 Business Hours
2	2 Hours	8 Business Hours
3	4 Hours	5 Business Days
4	1 Business Day	10 Business Days

(b) Response and Resolution times will be evidenced in accordance with the Incident tracking system;

(c) A protocol for dealing with Priority 1 Incidents shall be defined by the Contractor and will, at a minimum, include the appointment of an Incident manager, the establishment of a conference call for all updates and a list of the key contacts who need to be regularly updated;

(d) Where it becomes evident that the Response and Resolution of a Priority 1 Incident will take place outside Normal Service Time (e.g. Incident reported at end of a working day or end of a working week, or prior to a public holiday), the Contractor shall ensure that sufficient Support Service Personnel are available to carry out the necessary Resolution of these Incidents as per the Response Times set out above;

(e) Where a full restoration of a backup copy of the SaaS (or a portion of it) is required to restore service then the following service levels will apply:

Objective	Requirement
Recovery Time	Within 8 Hours
Recovery Point	No more than 1 hour of data lost

a. Management and Resolution of Incidents

The Contractor shall respond to and resolve all Incidents within the Response Times set out at clause 7(a) above.

(a) Every effort shall be made by the Contractor to resolve each Incident at, or as soon as possible after, the first point of contact;

- (b) The Contractor shall ensure that the Support Service Personnel use an issue tracking system to maintain a comprehensive record of all Incidents, including the Priority of each Incident and the actions taken to achieve their Resolution;
- (c) Incidents may be communicated by either telephone or electronic mail or other means agreed between the Parties, however all Incidents must be recorded and logged in the issue tracking system;

8. Escalation Process for Incidents

- (a) Once a SaaS Solution failure is detected (an Incident), the Client will report the Incident to the Contractor;
- (b) The Client will track the progress of each Incident and if the Incident is not responded to within the stated timescales, as set out in the table at 7(a) above, the escalation process is followed;
- (c) The Contractor may provide the Client with service monitoring capabilities but must, in any event, provide alerts to the Client when SaaS Solution Incidents of which they are aware occur;
- (d) In the first instance the Client will escalate the Incident to the Contractor's nominated point of escalation who will be responsible for managing the escalation to ensure that the Incident is dealt with appropriately and in accordance with the terms of the Services Contract;
- (e) The Contractor will resolve the Incident at, or as soon as possible after, the first point of contact. The Contractor's nominated point of escalation will work with the Client to develop an action plan and allocate the appropriate Support Services Personnel to resolve the Incident. If the Incident continues to remain unresolved, the Client may contact the SaaS Solution nominated point of escalation to review the Incident and request that it is escalated to the next level within the Contractor organisation as required, up and until the Incident is brought to the attention of the Contractor's most senior personnel;
- (f) For persistent issues with SaaS Solution availability and/or Response times, the Client may escalate the Incidents to the Client Manager for escalation to the Contractor Account Director.

9. Remedies

Service Credits

The Service Availability Rate shall be assessed on a monthly basis by reference to the Service Reports defined in clause 11 below. At the end of each month, in the event that the Service Availability Rate has fallen below the levels specified in the following matrix, the Client shall be entitled to, and the Contractor shall provide to the Client, Service Credits in accordance with the following matrix;

Target Service Availability Rate	% Monthly Availability	Service Credits
99.5% or greater	Less than 99.5% but equal or greater than 98%	5% of monthly subscription charge
	Less than 98%	10% of monthly subscription charge

Service Availability is measured using the Contractor's automated systems, over each calendar month. If the service availability target drops below the 99.5% threshold, a remedy will be applied in the form of a credit for the Client. Service Credits are given to the Client as a credit against future payments.

The Service Availability Rate will be calculated using the Service Availability Rate formula as set out in Section '1. Definitions' of this Service Level Agreement.

For the avoidance of doubt, if multiple remedies apply in any given month, the Client will be entitled to exercise all related rights and to receive the sum of all remedies that apply.

Contract Review

- (a) If Service Availability targets, are breached for 2 consecutive months or 3 months out of six, this will trigger a formal escalation/review of the Services Contract;
- (b) As part of the formal escalation review, the Contractor will submit a complete root cause analysis and an associated service performance improvement plan (SPIP). The Client reserves the right to accept or reject the proposed SPIP before proceeding further;
- (c) If Contract Review (a), immediately above, occurs on three occasions in an 18 month period, the Client reserves the right to terminate the Agreement in accordance with the provisions of Clause 9.

10. Service Reports

- (a) Throughout the Term of this Service Level Agreement, the Contractor shall provide the Client with reports which shall be used to monitor performance of the Contractor under this Service Level Agreement on an ongoing basis ("Service Reports"). Service Reports and/or announcements may be made available in a service status portal. The Contractor shall propose appropriate key performance indicators (KPIs) in addition to those set out below (such as ITIL or equivalent metrics).

Area	KPI
Incident Management	Number of repeated Incidents
Incident Management	Number of Escalations
Incident Management	Number of Incidents
Incident Management	Incident Resolution Time
Incident Management	Resolution within SLA
Problem Management	Number of Problems
Problem Management	Number of unresolved Problems
Availability Rate	Service Availability of 99.5%

Reporting formats will be agreed in advance between the Parties. Key reports which shall be delivered by the Contractor shall include monthly activity and performance reports of all Incidents which must be supplied to the Client no later than the 10th working day after the end of each month.

The monthly reports shall include, but not be limited to, the following:

Resolution of Incidents

- Availability of the SaaS Solution for the reporting period based on an analysis of Incidents logged, Unplanned Unavailability and Planned Unavailability;
- Performance of the SaaS Solution for the reporting period including details of any critical Incidents or repetitive non-critical Incidents noted in the SaaS Solution.

Schedule E: Acceptance and Approval Procedure

References to “in writing” and “written” in this Schedule E include communication by email

ACHIEVEMENT OF KEY MILESTONES

The Parties agree the following approach for the achievement of Key Milestones.

1. A schedule of Deliverables for each Key Milestone is included within the Detailed Project Plan.
2. On completion of each Deliverable, the Contractor shall submit the Deliverable to the Client for approval within fourteen (14) calendar days. If the Client does not respond to the Contractor within thirty (30) calendar days of submission of the Deliverable by the Contractor, then the Deliverable shall be deemed to have been achieved.
3. If the Client expressly approves the Deliverable in writing then it shall be deemed to have been achieved.
4. If the Client rejects the Deliverable in writing, then it shall be deemed not to have been achieved and the Client shall provide a comprehensive and detailed list of issues to be remedied by the Contractor within 30 days of the written rejection.
5. When the Contractor has completed the required remedies to address the list of issues, then it shall re-submit the Deliverable for approval in accordance with steps 2. 3 and 4 above, following which the Client shall review only the resolution of the issues identified (provided that all other aspects of the Deliverable remain unchanged). The Client reserves the right to determine for itself that no other aspects of the Deliverable have been affected and may review the entire Deliverable if it deems this to be necessary.
6. If the Client expressly approves in writing the satisfactory resolution of the issue(s) identified from its initial review, then the Deliverable shall be deemed to have been achieved. If the Client rejects in writing the satisfactory resolution of the issue(s) identified in its initial review, then the Deliverable will be deemed not to have been achieved, and step 5 shall be repeated.
7. If the Deliverable has not been accepted after the third attempt, then the Client shall be entitled to accept such Deliverable subject to a proportionate abatement of any Charges relating to such Deliverable, such abatement to be an amount as agreed in writing between the Parties, or alternatively Step 6 above shall be repeated.
8. The Contractor may submit an invoice for a Key Milestone based payment where all Deliverables relating to the relevant Key Milestone have been achieved in accordance with the provisions of this Schedule E and a Key Milestone Achievement Report (and, where applicable, a Testing Achievement Report) has/have been issued by the Client showing no outstanding issues for remedy.

Key Milestone Achievement Report to be sent, for **ALL achieved and unachieved Milestones**, via email from the Client representative to the Contractor representative as set out under “ACHIEVEMENT OF KEY MILESTONES” above.

KEY MILESTONE ACHIEVEMENT REPORT	
Contract Reference and Name	
Milestone Reference	
Milestone Description	
Details of Deliverables Achieved	1. Deliverable 1 2. Deliverable 2
Details of Deliverable NOT Achieved	1. Deliverable 3 2. Deliverable 4
Details of Issues Requiring Remedy	1. Issue 1 2. Issue 2
Milestone is Achieved?	Yes/No
Date	

TESTING

1. Testing shall be carried out in accordance with the Client's testing strategy and the test plan ("Test Plan") will be agreed between the Contractor and the Client three months in advance of commencing the required test cycle, unless otherwise agreed between the Parties.
2. This Schedule E shall be updated to include the Test Plan once it is agreed by the Parties.
3. The procedure for acceptance testing by the Client ("Acceptance Testing") is as follows;
 - i) The Contractor shall give the Client not less than fourteen (14) days' notice that a Deliverable is ready for Acceptance Testing and shall submit the Deliverable for Acceptance Testing in accordance with the time frames set out in the Test Plan.
 - ii) If a Deliverable has, in the opinion of the Client met the entry and exit test criteria the Client shall issue an end of test cycle completion report ("Testing Achievement Report") in respect of that Deliverable to the Contractor.
 - iii) If any Deliverable has, in the opinion of the Client, failed to meet the test criteria applicable to that Deliverable then the Contractor shall, without prejudice to any other rights or remedies available to the Client, forthwith rectify free of charge such defects in the Deliverable and in sufficient time to make possible the repetition of the tests within **twenty one (21)** calendar days of the date of failure (or such later date as the Parties may agree) (the "First Repeat Tests").
 - iv) If any Deliverable fails the First Repeat Tests, the Client may, without prejudice to any other rights or remedies available to the Client, at its option:
 - (a) require the Contractor by written notice to rectify forthwith free of charge such defects in the Deliverable to enable the Deliverable to pass repeat tests ("Second Repeat Tests"). The Second Repeat Tests shall be carried out within **fourteen (14)** calendar days of the date of failure of the First Repeat Test.
 - (b) If the Contractor has not remedied the Defect by the fourteenth (14th) calendar day after the First Repeat Tests or if the Deliverable fails the Second Repeat Tests, the Client shall be entitled to exercise any of the following.
 - fix a new date for carrying out further repeat tests on the same terms and conditions as the Second Repeat Tests; and/or
 - accept such tests subject to a proportionate abatement of any Charges relating to such Deliverable such abatement to be agreed in writing between the Parties; and/or
 - terminate this Agreement with immediate effect by written notice and receive a full refund of all and any Charges paid under this Agreement.
4. The Parties hereby agree:
 - i) that the time frames for the completion of the successful tests may be amended by the Client where it deems it appropriate having regards to the complexity of testing and / or defects in the Deliverables (or any of them); and

- ii) to provide each other with all such assistance and advice as is reasonable in connection with the tests to be carried out pursuant to this Schedule E with a view to ensuring that the Deliverables pass the tests.

Testing Achievement Report to be sent, for **ALL tests meeting and NOT meeting** the relevant entry and/or exit criteria, via email from the Client representative to the Contractor representative as set out under “TESTING” above.

TESTING ACHIEVEMENT REPORT	
Contract Reference and Name	
Test Event Reference	
Test event Description	
Details of Deliverables Meeting Test Criteria	3. Deliverable 1 4. Deliverable 2
Details of Deliverable NOT Meeting Test Criteria	3. Deliverable 3 4. Deliverable 4
Details of Defects Requiring Remedy	3. Defect 1 4. Defect 2
Test Criteria are Met?	Yes/No
Date	

Schedule F: Key Personnel

[Drafting note: Key Personnel to be added after a preferred bidder has been selected.]

Key Personnel

In accordance with Schedule A, Clause 2, the table below lists the Key Personnel. This Schedule may be updated from time to time, as mutually agreed by the Parties in writing. The Contractor shall be responsible for ensuring that the list of Key Personnel is kept up-to-date and is promptly re-issued to the Client upon any mutually agreed changes being made to the list.

Role	Responsibilities	Duration of Role	Name	Appointment Date
Project Manager	Project Management	Implementation	A.N. Other	dd/mm/yyyy
Exit Manager	Exit Management	Termination	J. Bloggs	dd/mm/yyyy

Schedule G: Detailed Project Plan

[Detailed Project Plan to be agreed between the Parties based on the successful tenderer's response to requirement at Section 3.3.3 Implementation Approach of the RFT and inserted here within 3 months of contract award]

Schedule H: Cyber Security Plan

Insert text here

[Cyber Security Plan to be agreed between the Parties based on the Successful Tenderer's response to TR08 Cyber Threats of the RFT and inserted here within 3 months of contract award]

Schedule I: Disaster Recovery and Business Continuity

[DRBC Plan to be agreed between the Parties based on the Successful Tenderer's response to requirement TR03 Disaster Recovery and Business Continuity of the RFT and inserted here within 3 months of contract award]

Schedule J: Insurance and Insurance Certificates

[To be inserted by the Client when completing the contract]

Schedule K: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Schedule L: Exit Management

1 Introduction

- 1.1 This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition without any undue disruption to the Services and which shall form the basis of the Exit Management Plan.
- 1.2 The Contractor shall be responsible for the overall management of the exit and service transfer arrangements and shall cooperate with the Client and/or with any Replacement Contractor(s) to facilitate the orderly transfer of the Services (in whole or in part).

2 Exit Management Plan

- 2.1 Within 3 Months of the Effective Date, the Contractor shall deliver to the Client a first draft of the Exit Management Plan which sets out the Contractor's proposed methodology for an exit (including generic details of the Exit Management Services to be provided by the Contractor), with the objective of achieving an orderly transition of the Services from the Contractor to the Client and/or to a Replacement Contractor(s) (if any), on termination of this Agreement (in whole or in part) and which includes:
 - (a) the details set out in this Schedule;
 - (b) details to address all of the issues set out in this Schedule; and
 - (c) a timetable for the transition of the Services in alignment with the proposed take on of the Services by the Client and/or Replacement Contractor(s), project milestones, generic timings, process, the responsibilities of each of the Parties and a list of any critical controls for providing the Exit Management Services.
- 2.2 The Exit Management Services to be performed by the Contractor shall include, as a minimum:
 - (a) converting Client Data to a form acceptable to the Client;
 - (b) where required by the Client, providing parallel services until transition to a new system, including providing on-site technical support;
 - (c) where required by the Client, cooperating with the Client and/or Replacement Contractor(s) in developing required interfaces; and
 - (d) such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to the Client and/or any Replacement Contractor(s) in accordance with the Contractor's best practices;and the Contractor shall include these activities within the Exit Management Plan.
- 2.3 After the submission of the first draft of the Exit Management Plan, each Party will use its reasonable endeavours to agree the contents of the draft Exit Management Plan. Once the Exit Management Plan is agreed by Client it shall be included in the Detailed Project Plan.
- 2.4 Contractor shall review and (if appropriate) update the Exit Management Plan:
 - (a) in the first Month of each Year ("**Draft Exit Management Plans**"); and

- (b) within ten (10) Business Days of a notice by either Party to terminate this Agreement (**"Final Exit Management Plan"**), and following any update, Contractor shall submit the revised Exit Management Plan to Client for review. Following submission of the revised Exit Management Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Management Plan.
- 2.5 If the Parties are unable to agree the contents of any Exit Management Plan (including the Draft Exit Management Plan and the Final Exit Management Plan) then that Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.6 If no Exit Management Plan has yet been agreed to or such plan requires updating at the time of the Exit Assistance Start Date, then the Parties shall work together in good faith to agree and/or update the Exit Management Plan as soon as practicable, setting out the timing and scope of Exit Management Services required by the Client and in accordance with the timescale set out in paragraph 2.4(b) (or such longer period as may be agreed between the Parties).
- 2.7 The Final Exit Management Plan produced by the Contractor must contain sufficient information and detail of all activities required to enable the orderly transfer of the Services to the Client and/or to the Replacement Contractor(s).
- 2.8 Upon the commencement of the Exit Assistance Period the Parties will implement the Exit Management Plan.
- 2.9 In the event of any conflict or inconsistency between this Schedule and the applicable Exit Management Plan, then this Schedule shall govern unless both Parties agree in writing to proceed in accordance with the conflicting or inconsistent part of the Exit Management Plan.
- 3 Exit Management Services**
- Appointment of an Exit Manager**
- 3.1 Upon commencement of the Exit Assistance Period, each Party shall appoint a member of staff who is appropriately skilled, knowledgeable and experienced to handle the respective obligations under this Schedule and in any Exit Management Plan (**"Exit Manager"**) and promptly provide written notification of such appointment to the other Party. The notification provided by the Contractor pursuant to this paragraph shall include details of the relevant background and skills of the Contractor's Exit Manager. The Contractor's Exit Manager shall be responsible for ensuring that the Personnel comply with the provisions of this Schedule and any Exit Management Plan.
- 3.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule.

- 3.3 The Parties' Exit Managers shall:
- (a) liaise with one another in relation to all issues relevant to the termination of this Agreement, and all matters connected with this Schedule and each Party's compliance with it; and
 - (b) meet on a regular basis and as directed by Client to discuss each Parties' performance of its obligations under this Schedule and the Exit Management Plan.

Exit support

- 3.4 The Contractor shall, as soon as reasonably practical, and in any event no later than ten (10) Business Days after a request by the Client, provide information and instruction to the Personnel which could reasonably be expected to enable the Client, the Replacement Contractor(s) (if any) and/or any third parties as the Client may, at its absolute discretion, appoint, to fully understand the scope of and the methodologies used by the Contractor to provide the Services under this Agreement and to enable them to provide the Replacement Services with minimal disruption to the Client. This instruction includes the Contractor assigning relevant members of Personnel to work with the Client and/or the personnel of the Replacement Contractor(s) (if any) to facilitate necessary knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s), as set out in paragraph 3.7.
- 3.5 No later than ten (10) Business Days following the Client's written request, the Contractor shall promptly provide the Client and/or the Replacement Contractor(s) with all necessary information to construct the Exit Management Plan any other items reasonably requested by the Client relating to the Services, as necessary for the Client and/or Replacement Contractor(s) to provide the Replacement Services or undertake their relevant obligations in any Exit Management Plan regarding the Services being terminated.
- 3.6 The obligation on the Contractor in paragraph 3.5 shall include providing (in the format reasonably requested by the Client) any Confidential Information or other material contained in a Contractor proprietary tool which relate to the Services.

Knowledge Transfer

- 3.7 The Contractor shall transfer all necessary knowledge reasonably required for the supply of the Services to the Client and/or to any Replacement Contractor(s), which may, as appropriate, include:
- (a) permitting the Client and/or Replacement Contractor(s) (if any) to participate in workshops, meetings, and "hands-on" activities, where requested by the Client;
 - (b) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services that are necessary to implement the Exit Management Plan;
 - (c) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services as necessary for the client and/or Replacement Contractor(s) to assume responsibility for the Replacement Services in an orderly manner so as to minimise disruption to the operations of the Client;

- (d) permitting the Client and/or Replacement Contractor(s) (if any) to bring laptops and recording devices to, and use other equipment and connectivity at the Contractor premises to facilitate knowledge transfer;
- (e) providing training to any Client and/or Replacement Contractor(s) personnel in the performance of those Services that are to be transferred, where requested by the Client;
- (f) permitting the Client and/or Replacement Contractor(s) (if any) to assign Personnel to work with appropriate members of Personnel to facilitate knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s);
- (g) providing access to Personnel who have worked or are working on the Client' account (even if they are not dedicated to the Client' account); and
- (h) explaining any relevant standards and procedures to the Client and/or to any Replacement Contractor(s).

Continued Provision of Services

- 3.8 Unless specified otherwise by the Client, in addition to providing the Exit Management Services, throughout the Exit Assistance Period, the Contractor shall continue to provide the Services up until the date of their actual transfer to the Client and/or to the Replacement Contractor(s) in accordance with the Performance Standard and Service Levels required under this Agreement (except where any Change is expressly agreed under the Final Exit Management Plan). The Client shall continue to pay the relevant Charges in respect of such Services which the Contractor continues to deliver to the Client, and the Contractor shall refund to the Client any amount which it may have been paid in advance in respect of those Services that the Client has not requested the Contractor to continue to provide during the Exit Assistance Period (if any).
- 3.9 The Contractor shall have no right to withhold or limit any of the Services or Exit Management Services on the basis of any alleged breach of this Agreement by the Client.

Cooperation

- 3.10 The Contractor and the Client acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by the Contractor to the Client and/or to a Replacement Contractor(s). Subject to the Client and/or any Replacement Contractor(s) entering into reasonable written confidentiality undertakings with the Contractor, the Contractor shall:
- (a) provide all reasonable assistance to the Client and any Replacement Contractor(s);
 - (b) meet with the Client as soon as practicable after a notice of termination or notice of a decision not to extend this Agreement has been given to discuss any required modifications to the then current Exit Management Plan;
 - (c) use all reasonable endeavours to assist the Client and/or the Replacement Contractor(s) in effecting a transition of the Services, in accordance with Good Industry Practice, ITIL standards for service transition and the Contractor's best practices, to the Client and/or the Replacement Contractor(s), including:

- (i) enabling access to any information held by the Contractor regarding the Services; and
- (ii) permitting the Client and/or the Replacement Contractor(s) to have reasonable access to the Contractor premises, as may be required for the purpose of conducting reasonable due diligence in relation to the scoping of the Replacement Services; and
- (iii) providing the number and types of resources necessary to complete the transition in accordance with the Exit Management Plan and/or this Schedule.

3.11 The Client shall ensure that the Client and/or any Replacement Contractor(s) complies with the Contractor's reasonable directions and rules if granted access to the Contractor's premises in order to carry out any activities in connection with the transition of the Services. In no event shall the Replacement Contractor(s) be entitled to access records, data, secure areas of the Contractor's premises, or other materials that are not related to the Services.

Transferring Contracts

3.12 The Contractor must seek the Client's consent prior to entering into any contract for the procurement of any goods or services (including in relation to any software as a service) which are wholly or substantially used in the supply of the Services from any third party ("**Dedicated Third Party Contracts**") and whose contractual terms do not permit novation or assignment to a Replacement Contractor(s) upon termination of any Services.

3.13 The Client shall have the option to require the novation of each Dedicated Third Party Contract (whose terms permit its novation) ("**Transferring Contract**") to a Replacement Contractor(s). As one of the activities to be undertaken pursuant to the Exit Management Plan, the Contractor shall promptly provide the Client with a list of potential Transferring Contracts, together with such accompanying information as may be relevant or as the Client may reasonably require. If the Client elects to request the novation of any Transferring Contracts, it may serve notice(s) upon the Contractor, identifying which Transferring Contracts it wishes to have novated to a Replacement Contractor and the Contractor shall promptly do all such things as may be reasonably required to novate such Transferring Contracts at no additional cost to the Client.

3.14 The Contractor shall indemnify and hold harmless the Client and any other Replacement Contractor(s) against all liabilities, losses, damages, claims, demands, actions, costs, regulatory fines, penalties or awards and expenses (including legal expenses) which the Client and/or any other Replacement Contractor(s) suffers or incurs as a result of any claim under any Transferring Contract, arising, or alleged to arise, from any act or omission made prior to the effective date of the assignment of such Transferring Contract.

- 3.15 In respect of any Dedicated Third Party Contracts which the Client chooses not to novate pursuant to paragraph 3.13 or which do not permit novation under paragraph 3.13 but which the Client continues to require the benefit of until the end of the Exit Assistance Period, the Contractor shall continue to provide such goods or services under this Agreement and the Client shall pay an equitable portion of the Charges related to such goods or services being continued.

Other provisions

- 3.16 Save as expressly stated otherwise, the Contractor shall perform its obligations set out in this Schedule and the Exit Management Plan at no cost to the Client.

4 Details of Exit Management Plan

The Exit Management Plan shall (subject to any limitations imposed by Applicable Laws), include the following details at a minimum:

No	Activity Description
1	GENERAL
1.1	Contractor's management structure during the Exit Assistance Period and to support the Exit Management Services.
1.2	Confirmation of activities to be conducted during the handover period including the provision of other services or information requested by Client.
1.3	Confirmation of activities to be conducted after the Termination Notice, including the provision of other services or information requested by Client.
1.4	Any contingency measures in respect of delay or the inability of Replacement Contractor(s) to fulfil its obligations;
1.5	Confirmation of the proposed plans to return or dispose of Client property, as required under this Agreement.
1.6	Any other matters agreed between the Parties in respect of the migration of the Services to the Client and/or to a Replacement Contractor(s).
1.7	A definition of the acceptance criteria to be met by the Contractor in providing the Exit Management Services.
1.8	An agreed timeline for the Exit Assistance Period during which the delivery and acceptance of the Exit Management Services must be completed.
2	TECHNICAL
2.1	Confirmation of technical details necessary to enable transfer of the Services to the Client and/or to a Replacement Contractor(s), including details of:

	• consumption and utilisation of resources (such as people, software and equipment); • confirmation of sufficient bandwidth to be made available for the duration of the Exit Management Services by the Contractor to enable the timely migration of all data; • all software and hardware used by the Contractor to provide the Services; • any interfaces with or assistance required from the Client or third-party suppliers of the Client; • any IT and telephony requirements (including, where appropriate, the decommissioning of any hardware, software and infrastructure used in the provision of the Services); • technical performance histories over the Term.
2.2	Arrangements for work shadowing and mirroring of the Contractor and training of the Client and/or Replacement Contractor(s).
3	FINANCIAL
3.1	Details of any relevant financial implications of termination of this Agreement, including details of any sums payable by the Client in respect of Exit Management Services.
4	SOFTWARE LICENCES AND SUPPORT CONTRACTS
4.1	Confirmation of licensing and support arrangements for contracts to be transferred/extended.
5	DATA, CONFIDENTIAL INFORMATION, DELIVERABLES AND OTHER DOCUMENTATION/MATERIALS
5.1	Identification of Client Data and Confidential Information of the Client held by or on behalf of the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.2	Identification of Deliverables held by or on behalf of the Contractor and the transfer (to the Client and/or to the Replacement Contractor(s)) dates.
5.3	Identification of documentation and any other materials held by the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.4	Knowledge transfer and hand over requirements, including any applicable timetable.
5.5	Data gathering and migration requirements and timetable.
5.6	Deletion of all data after the completion of the Exit Management Services, within a period to be agreed between the Parties when agreeing this Exit Management Plan. Such deletion to be certified and/or evidenced by the Contractor.
6	COMMUNICATIONS

6.1	Communications plan for staff, trade unions and external public relations where applicable.
7	SUPPLIER PREMISES
7.1	Identification of use and location of Contractor premises.
8	KEY PERSONNEL
8.1	Identification and availability of the Key Contractor Personnel to perform the Exit Management Services

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The The Minister for Public Expenditure, Infrastructure, Public Services Reform and Digitalisation , of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.]
(hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

- I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“Data Controller” has the meaning given under the Data Protection Laws;
“Data Processor” has the meaning given under the Data Protection Laws;
“Data Subject” has the meaning given under the Data Protection Laws;
“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“Personal Data” has the meaning given under Data Protection Laws;
“Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

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

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

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

Appendix 7: Glossary of Terms

Term	Explanation
AI	Artificial Intelligence
API	Application Programming Interfaces
CCMS	Employee Assistance Service Client Case Management System
Client Card	Client Record
CSEAS	The Civil Service Employee Assistance Service in The Department of Public Expenditure Infrastructure Public Service Reform and Digitalisation
EEA	European Economic Area
eESPD	Electronic Version of the 'European Single Procurement Document' (ESPD)
eTenders	eTenders is a website run by the Office of Government Procurement that displays all Irish public sector procurement opportunities in the Official Journal of the European Union.
HTTP	HTTP (Hypertext Transfer Protocol) is a fundamental protocol of the Internet, enabling the transfer of data between a client and a server. It is the foundation of data communication for the World Wide Web
ICT	Information & Communication Technology
MEAT	Most Economically Advantageous Tender
OGCIO	Office of the Government Chief Information Officer
OGP	Office of Government Procurement
PQQ	Preliminary Qualification Questionnaire
REF	Renewable Energy Factor
RFT	Request for Tender
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SaaS	Software as a Service
SLA	Service Level Agreement
UAT	User Acceptance Testing
WCAG 2.1 Level AA standards	The WCAG 2.1 Level AA standards are part of the Web Content Accessibility Guidelines which aim to make web content more accessible to people with disabilities.

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CSEAS – As Is

1. CSEAS CURRENT SYSTEM

The below shows some functionality and is an example of information captured by the current CMS:

1.1 CMS INTAKE, CASE NOTES AND CALENDAR FACILITY

Create Case Case Review Staff Diary Additional Activity Info Only Contact

Search Case Details

Client Contact Details	Work Contact Details	Personnel Contact Details	Line Manager Contact	Doctor
Name Ms	Region Carlow	Name	Name	Name
Surname Case	Mobile	Surname	Surname	Surname
Add 1 SSGH	Add 1	Add 1	Add 1	Add 1
Add 2	Add 2	Add 2	Add 2	Add 2
Add 3	Add 3	Add 3	Add 3	Add 3
County Dublin 3	County - Not Set -	County - Not Set -	County - Not Set -	County
Email	Email	Email	Email	Email
Tel	Tel	Tel	Tel	Tel

Personal Details

PPSN PMG No Department Work Status Work Share

DOB Gender Grade Marital Status No Of Depe

Case Details - Confirm Correct Details ☐

Case Type Current Status Referral Source Case Origin Case Own

Note: You must select a Case Type before you can select Confirm Contact Details
Note: Please fill in Name, Surname and Region as a minimum requirement

CSEAS - Case Management

Create Case Case Review Staff Diary Additional Activity Info Only Contact

Ms Test Case - No DOB Given - Cleaner - Central Statistics Office
3521 - 22/04/2014 - Personal Issue - Open - Current Case - Case Owner - Ann Jordan

Search Case Summary Appointments Create Letter Case Details Personal Details

Add Session Note Add Case Note Add Office Note Add Scanned Document

- ☒ Previous CSEAS Contact (4)
- ☒ Session Notes (12)
- ☒ Case Letters (3)
- ☒ Background Info/Case Notes (6)
- ☒ Office & Appointment Letters (0)
- ☒ Scanned Documents (55)
- ☒ Office Notepad (2)

CSEAS - Case Management

Create Case Case Review Staff Diary Additional Activity Info Only Contact

Ms Test Case - No DOB Given - Cleaner - Agriculture, Food and Marine
494 - 02/10/2011 - Personal Issue - Re-Open - Current Case - Case Owner - Lorus Collum

Search Case Summary Appointments Create Letter Case Details Personal Details Document Scanning

Case Type Personal Issue **Current Status** Re-Open **Referral Source** Personnel **Case Origin** Email **Case Owner** Lorus Collum

Personal Issues

☐ Mental Health ☐ Physical Health ☒ Bereavement ☐ Family - Relationship ☐ Financial
☐ Stress - personal ☒ Substance Abuse ☐ Gambling ☐ Personal - Other

Work Related Issues

☐ Work Life Balance ☐ Management Support ☐ Death in Service ☐ Stress wk-related ☐ Interpersonal Difficulties ☐ Retirement ☐ Ill-Health Retirement
☐ Career Prospects ☐ Harassment ☐ Sexual Harassment ☐ Bullying ☐ Violent Incident ☐ Personal Hygiene ☐ Disciplinary Issue
☐ Workplace - Other

Correspondence Only Issues

☐ Sick Leave Correspondence ☐ Bereavement Correspondence ☐ Death in Service Correspondence ☐ Other Correspondence

Update Personal Case Details

Add Case Activity Items

Done

CSEAS - Case Review x Untrusted Connection x

Search Case Summary Appointments Create Letter Case Details Personal Details Document Scanning

Client Contact Details

Name Ms Test
Surname Case
Add 1 SSGH
Add 2
Add 3
County Dublin 1
Email
Tel

Work Contact Details

Region Carlow
Mobile
Add 1
Add 2
Add 3
County -- Not Set --
Email
Tel

Personnel Contact Details

Name Mr J
Surname Bloggs
Add 1
Add 2
Add 3
County Carlow
Email
Tel

Line Manager Contact

Name Ms A
Surname Pen
Add 1
Add 2
Add 3
County Carlow
Email
Tel

Personal Details

PPSN 000029: PMG No Dept Agriculture, Food and Marine Work Status Career Break
DOB 12/12/1: Gender Male Grade Cleaner Marital Status Single

Update Personal Details

Other Details

☐ PSFS ☐ Other Benevolent fund ☐ Credit Union ☐ Union ☐ Private Health Ins ☐ HSF
☐ ICP ☐ SP&C Pension Scheme ☐ Medical Card ☐ GP Visit Card ☐ Other

Update Other Details

Search Case Summary Appointments Create Letter Case Details Personal Details

Add Session Note Add Case Note Add Office Note Add Scanned Document

☒ Previous CSEAS Contact (4)

☒ Session Notes (12)

	Case	No	Date	Type	Issues	Author	Duration
Edit	3263	1	06/03/2014	-- Not Set --	teat	Brian Hennessy	-- Not Set --
Edit	494	4	07/08/2013	Face to Face Client	Explored financial issues arents ill Testing testing testing Testing Testing Testing Testing Testing	Lorus Collum	1 Hr 10 Mins
Edit	494	3	22/02/2013	Face to Face Client	MABS, PSFS etc	Lorus Collum	1 Hr 20 Mins
Edit	494	2	22/02/2013	Phone Client	Discussed financial matters	Lorus Collum	20 Mins
Edit	494	1	09/01/2013	Face to Face Client	Testing duplicate case	Lorus Collum	5 Mins
Edit	343	7	04/03/2014	Phone Client	talked about managing stress	Lorus Collum	20 Mins
Edit	343	6	02/08/2013	Email	see sanned doc ref	Lorus Collum	-- Not Set --
Edit	343	5	14/03/2013	Email	money probs testing editing	Lorus Collum	5 Mins
Edit	343	4	20/02/2013	Phone HR	gave feedback as agreed to xxx as follows	Lorus Collum	20 Mins
Edit	343	3	11/01/2013	Email	see scanned	Brian Hennessy	-- Not Set --
Edit	343	2	19/11/2012	Face to Face Client	edited 26/11 as a test testing editieng test	Lorus Collum	20 Mins
Edit	343	1	19/11/2012	Phone Client	edited on 26/11 as a test2 test	Lorus Collum	40 Mins

☒ Case Letters (3)

☒ Background Info/Case Notes (6)

File Edit View History Bookmarks Tools Help

http://sb-w1/cseas/Case_Review.aspx

Most Visited Getting Started Latest Headlines

CSEAS - Case Review

343 - 06/09/2012 - Work Related Issue - Open - Current Case - Case Owner - Ann Jordan

Search Case Summary Appointments Create Letter Case Details Personal Details Document Scanning

Appointments Diary Day View Self Day View All Week View Self

October 2012

Mo Tu We Th Fr Sa Su

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1 2 3 4

9 AM 10 AM 11 AM 12 PM 1 PM 2 PM 3 PM

Mon. 08-Oct-2012 Tue. 09-Oct-2012 Wed. 10-Oct-2012 Thu. 11-Oct-2012 Fri. 12-Oct-2012

R Branagan M Byrne G Carey L Collum C Dalton A Duffy M Fagan D Farrell B Hennessy D Hollingsworth A Jordan T King A Mahon D Maye U Meehan B Moran

Save Appointment: Meeting - on-site

Start Date 10/10/2012 Start Time 12:00 PM End Date 10/10/2012 End Time 01:00 PM Type Meeting - on-site

Meeting - on-site
Meeting - off-site
Consultation - Phone
Consultation - Skype
Consultation - Video Conference
Other (case related)
Temp Appointment
Conf Training/Professional
Leave/Bank Holiday
Meeting CSOHD
Meeting Personnel/Mgt
Official Absence - Personal
Other (non-case related)
Team Meeting
PMDS Meeting

Select Attendees

Save Cancel

sb-wi.finance.gov.ie/cseas/CSEAS_Diary.aspx

Most Visited Getting Started Latest Headlines

CSEAS - Case Management

Create Case Case Review **Staff Diary** Additional Activity Info Only Contact

CSEAS - Staff Diary Day View Self Day View All Week View Self

< September 2012 >

Mo	Tu	We	Th	Fr	Sa	Su	AJ				
							Mon, 17-Sep-2012	Tue, 18-Sep-2012	Wed, 19-Sep-2012	Thu, 20-Sep-2012	Fri, 21-Sep-2012
27	28	29	30	31	1	2	9 AM Leave/Bank/Hol/Flexi: ☐	Leave/Bank/Hol/Flexi: ☐			
3	4	5	6	7	8	9					
10	11	12	13	14	15	16					
17	18	19	20	21	22	23					
24	25	26	27	28	29	30					
1	2	3	4	5	6	7					
☐ R Branagan							10 AM				
☐ M Byrne											
☐ G Carey											
☐ L Collum											
☐ C Dalton											
☐ A Duffy											
☐ M Fagan											
☐ D Farrell							11 AM				
☐ B Hennessey											
☐ D Hollingsworth											
☐ A Jordan											
☐ T King											
☐ A Mahon											
☐ D Maye											
☐ U Meehan							12 PM				
☐ B Moran											
☐ P O'Callaghan											
☐ F Scott											
☐ M Stapleton											
☐ R Walsh											
Meet On-Site											
Meet Off-Site											
Phone											
Skype											
Video Conference											
Other/Case Related											
Temp App											
Conf/Training/Prof											
Leave/Bank Hol/Flexi											

SEAS - Case Management

Create Case Case Review **Staff Diary** Additional Activity Info Only Contact

CSEAS - Staff Diary Day View Self Day View All Week View Self

< March 2014 >

Mo	Tu	We	Th	Fr	Sa	Su	LC	
							Thu, 03-Apr-2014	
24	25	26	27	28	1	2	9 AM Appointment: test 1	
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31	1	2	3	4	5	6		
☐ R Branagan							10 AM	
☐ M Byrne								
☐ G Carey								
☒ L Collum								
☐ C Dalton								
☐ A Duffy								
☐ M Fagan								
☐ D Farrell							11 AM Appointment: Test 2	
☐ B Hennessey								
☐ D Hollingsworth								
☐ A Jordan								
☐ T King								
☐ A Mahon								
☐ D Maye								
☐ U Meehan							12 PM	
☐ B Moran								
☐ P O'Callaghan								
☐ F Scott								
☐ M Stapleton								
☐ R Walsh								
Meet On-Site							1 PM Appointment: Test 3	
Meet Off-Site								
Phone								
Skype								
Video Conference								
Other/Case Related								
Temp App								
Conf/Training/Prof							2 PM	
Leave/Bank Hol/Flexi								
							3 PM	
							4 PM	

CSEAS - Case Management

Create Case Case Review **Staff Diary** Additional Activity Info Only Contact

CSEAS - Staff Diary Day View Self Day View All Week View Self

< June 2014 >							Tue, 10-Jun-2014		
Mo	Tu	We	Th	Fr	Sa	Su	LC	AD	AJ
26	27	28	29	30	31	1			
2	3	4	5	6	7	8			
9	10	11	12	13	14	15			
16	17	18	19	20	21	22			
23	24	25	26	27	28	29			
30	1	2	3	4	5	6			
☐ R Branagan ☐ M Byrne ☐ G Carey ☒ L Collum ☐ C Dalton ☒ A Duffy ☐ M Fagan ☐ D Farrell ☐ B Hennessy ☐ D Hollingsworth ☒ A Jordan ☐ T King ☐ A Mahon ☐ D Maye ☐ U Meehan ☐ B Moran							9 AM		
							10 AM	Appointment: Test	
							11 AM		
							12 PM	Team Meeting: Test	Meeting Personnel/Mgt: Test
							1 PM		
							2 PM		

CSEAS - Case Management

Create Case Case Review **Staff Diary** Additional Activity Info Only Contact

CSEAS - Staff Diary Day View Self Day View All Week View Self

< July 2014 >							Wed, 23-Jul-2014																				
Mo	Tu	We	Th	Fr	Sa	Su		RB	MB	GC	LC	CD	AD	MF	DF	BH	DH	AJ	TK	AM	DM	UM	BM	POC	FS	MS	RW
30	1	2	3	4	5	6	9 AM																				
7	8	9	10	11	12	13																					
14	15	16	17	18	19	20																					
21	22	23	24	25	26	27																					
28	29	30	31	1	2	3	10 AM																				
4	5	6	7	8	9	10																					
☒ R Branagan																											
☒ M Byrne																											
☒ G Carey							11 AM																				
☒ L Collum																											
☒ C Dalton																											
☒ A Duffy																											
☒ M Fagan							12 PM																				
☒ D Farrell																											
☒ B Hennessy																											
☒ D Hollingsworth																											
☒ A Jordan							1 PM																				
☒ T King																											
☒ A Mahon																											
☒ D Maye																											
☒ U Meehan							2 PM																				
☒ B Moran																											

1.2 CALL LOG FUNCTION

Separate from the current CMS a call log in Excel is used. It is planned that this will be integrated into a new CMS:

CSEAS Central Telephone 0818 008120 Call Record - June 2024								Please use drop down menu	Please use drop down menu	Please use drop down menu
Call Number	Date	Caller Name	Caller Contact Details	Action Taken	Time	Call Taker	Department	Location	Recorded on Database in Client Record Information o	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										

2. SAMPLE FORMS

Below are the current forms associated with the CSEAS process.

2.1 CSEAS MANAGEMENT REFERRAL FORM


Seahra Chetwani
Udham Singh
Civil Service Employee
Assistance Service

**REVISED TEMPLATE TO BE USED WHEN MAKING HR/MANAGEMENT REFERRALS TO
THE CIVIL SERVICE EMPLOYEE ASSISTANCE SERVICE (CSEAS) – JULY 2020**

Given the current challenges arising from Covid-19 remote working, on the basis of legal advice, the CSEAS has modified the HR/manager referral process. These measures will be reviewed on an ongoing basis.

The CSEAS is committed to data protection legislation and GDPR compliance. As such, the CSEAS will accept HR/Management Referrals in the following situations only:

1. Where there is a risk to life e.g. suicidal intent
2. Where the referral has been recommended by the Office of the Chief Medical Officer (CMO)
3. Where HR or a manager has concerns for a staff member's mental health and wellbeing and has received verbal consent from the staff member for the CSEAS to make contact

Please read guidance note attached

Referral Type:

1. Where there is a risk to life e.g. suicidal intent	☐
2. Where the referral has been recommended by the Office of the Chief Medical Officer (CMO)	☐
3. Where HR or a manager has concerns for a staff member's mental health and wellbeing <u>and</u> has received verbal consent from the staff member for the CSEAS to contact them	☐

CSEAS Tel: 0818 008120 email cseas@per.gov.ie web www.cseas.per.gov.ieJuly 2020 Page 1 of 3

Information on the staff member being referred:

Name	_____
Department	_____
Contact Phone Number	_____

Have you discussed this HR/management referral with the staff member?

Yes ☐ No ☐

Have you received explicit verbal/email consent from the staff member for the CSEAS to contact them?

Yes ☐ No ☐

Details of person making the referral:

Name			
Department			
Line Manager		HR	
Phone Number			

Contact details for Employee Assistance Officers and the range of services provided by the CSEAS are available at www.cseas.per.gov.ie

2.2 GENERAL DATA PROTECTION REGULATION (GDPR) CSEAS STATEMENT

General Data Protection Regulation (GDPR) CSEAS Statement



The CSEAS recognises the need to treat all client data in an appropriate and lawful manner. We are committed to complying fully with the Data Protection Acts 1988 – 2018 and the EU General Data Protection Regulation 2016/679 (GDPR).

GDPR requires CSEAS to inform you of

- ✓ The types of data we hold on you
- ✓ The purpose for which it is used
- ✓ Your rights in relation to how it is processed
- ✓ Your right of access

In the course of our engagements with clients, data is collected mainly from you and held in the CSEAS. All data collected is stored securely.

Do we share your personal data with anyone?

Your personal data is not shared outside of the CSEAS unless

- ✓ You have given your consent
- ✓ The confidentiality exceptions below apply

Exceptions to Confidentiality

- Life-threatening situations to the individual, other parties or the public
- Where there is a statutory responsibility to report
- Where required by a court or legal process to do so
- Where non-disclosure of information could compromise the CSEAS
- Where the CSEAS becomes aware of a breach in criminal law, disclosure may be necessary.

Who controls the use of your data?

The CSEAS is a shared service within the Department of Public Expenditure and Reform (DPER). DPER is therefore the Data Controller.

CSEAS Contact Details:

Tel: 0761 000 030 email: cseas@per.gov.ie website: www.cseas.per.gov.ie

February 2020

General Data Protection Regulation (GDPR)

CSEAS Statement

Types of Data collected

Biographical Data – Name, address, phone number, Department, gender, age range, family relationships, work location, GP name

Interactions with the CSEAS – A record is kept of all your interactions with the CSEAS

Your agreement to process your data – we require you to agree to the processing of your data

Management referrals – CSEAS accepts management referrals where

- There is a threat to life
- Where the referral has been recommended by the Office of the Chief Medical Officer

The categories of data we collect and process, our legal basis for processing and for how long we retain that data are set out in Appendix 1 of this notice.

The purpose for processing your data is

- To provide you with service
- To ensure that the core business of the CSEAS can be delivered effectively
- To ensure continuity of service to CSEAS service users
- To collate statistics for analysis of trends (anonymised)

Lawful basis for processing of your data

Under GDPR we require your consent to process your personal and special category data – except in those cases where exceptions to confidentiality apply. When you agree to the processing of your data you are free to withdraw that consent at any time.

Please note that if you withdraw consent we will not be in a position to provide you with service.

Your rights

- to receive a copy of the personal data we hold that we hold about you
- to request that any inaccurate data that is held about you is corrected or, if we have incomplete information, you may request that we update the information such that it is complete
- to request, in certain circumstances, that we erase your personal data
- to restrict processing
- to have your personal information sent directly to yourself or to another organisation
- to object to the processing of your personal data

CSEAS Contact Details:

Tel: 0761 000 030 email: cseas@per.gov.ie website: www.cseas.per.gov.ie

February 2020

General Data Protection Regulation (GDPR)

CSEAS Statement

Queries

Any queries regarding GDPR and the CSEAS can be directed to the CSEAS Manager or the CSEAS Records Officer at 0761 000 030.

Complaints

If you are unhappy with any aspect of how the CSEAS processes your data, you can raise this with the CSEAS or with the Data Protection Officer for DPER:

Data Protection Officer
Department of Public Expenditure and Reform
Government Buildings
Upper Merrion Street
Dublin 2
D02 R583

You also have the right to lodge a complaint with the Data Protection Commission if you are unhappy with how the CSEAS is processing your personal data.

Subject Access Request (SAR)

You have the right to request a copy of your personal data that is held by the CSEAS. You can do this by making a Subject Access Request to the Data Protection Officer for the Department of Public Expenditure & Reform.

Review of this Statement

This statement will be reviewed periodically.

CSEAS Contact Details:

Tel: 0761 000 030 email: cseas@per.gov.ie website: www.cseas.per.gov.ie

February 2020

2.3 CSEAS PERSONAL DATA INVENTORY

CSEAS Personal Data Inventory

Categories of personal data and data subjects	Elements of personal data included within each data category	Purposes for which personal data is processed	Legal basis for processing personal data	Special categories of personal data	Legal basis for processing special categories of personal data	Retention period
Client Records (electronic)	- Name - Address - Phone number - Session details i.e. notes of one-to-one sessions, phone-calls, texts and emails - Appointment details – electronic and hard copy - Consent Forms - Referrals - Information Only Requests - Enquiries to central CSEAS email address - Phone Log detailing calls to central CSEAS phone number - Department - Age range	- To provide services to the client - To take steps to protect the client's (or another individual's) health, safety and wellbeing - To comply with any legal reporting obligation - To meet the data controller's legitimate interests as follows: - To ensure effective delivery of core business - To ensure continuity of service to CSEAS clients - To collate statistics for analysis and trends (anonymised) - To enable the support/ defence of legal proceedings	- Consent of data subject - Protection of the vital interests of the data subject or of another natural person - To comply with a legal obligation to which the data controller is subject - For the purposes of the legitimate interests pursued by the data controller, taking into account the fundamental rights and freedoms of the data subject (as identified in the purposes of processing column)	- Ethnic or racial origin - Political opinion, Religious or Philosophical beliefs - Trade Union membership - Mental or physical health - Sexual life or orientation	- Explicit Consent of the data subject - Protect vital interests of the data subject or of another natural person - For the purposes of carrying out the legal obligations of the data controller - For the purposes of establishing, exercising or defending legal claims	10 years

CSEAS Contact Details:

Tel: 0761 000 030 email: cseas@per.gov.ie website: www.cseas.per.gov.ie

February 2020

CSEAS Personal Data Inventory

Categories of personal data and data subjects	Elements of personal data included within each data category	Purposes for which personal data is processed	Legal basis for processing personal data	Special categories of personal data	Legal basis for processing special categories of personal data	Retention period
Critical Incident Management Records (electronic)	- Names - Addresses - Phone numbers - Texts - Emails - Documents - Reports	- To provide services to the client - To take steps to protect the client's (or another individual's) health, safety and wellbeing - To comply with any legal reporting obligation - To meet the data controller's legitimate interests as follows: - To collate statistics for anonymised reporting - To record accurate details of CSEAS involvement in workplace critical incidents - To enable the support/ defence of legal proceedings	- Consent of data subject - Protection of the vital interests of the data subject or of another natural person - To comply with a legal obligation to which the data controller is subject - For the purposes of the legitimate interests pursued by the data controller, taking into account the fundamental rights and freedoms of the data subject (as identified in the purposes of processing column)	- Ethnic or racial origin - Political opinion, Religious or Philosophical beliefs - Trade Union membership - Mental or physical health - Sexual life or orientation	- Explicit Consent of the data subject - Protect vital interests of the data subject or of another natural person - For the purposes of carrying out the legal obligations of the data controller - For the purposes of establishing, exercising or defending legal claims	10 years

CSEAS Contact Details:

Tel: 0761 000 030 email: cseas@per.gov.ie website: www.cseas.per.gov.ie

February 2020

2.4 CSEAS INTAKE FORM

CSEAS Intake		EAO:
Name		
Department /Office		
Location		
Contact Details		
Time		
Have you used the service before		
What brings you to the CSEAS		
<i>Briefly can I ask you what brought you to make contact today so I can let the EAO know</i>		
Contact Urgency		
<u>Information query:</u> Ascertain nature of query. Can this be dealt with on the call or by follow up email? Detail synopsis on database and send case number to designated, EAO if appropriate		
<u>Emotional support:</u> How long has this Detail synopsis on database including level of risk if present and send case # to designated EAO		
Would you like to see an EAO online, by phone or in person		
Online/Telephone – generally secure an appointment within 5 working days – when would suit the client F2F – will refer to the designated EAO who will contact you to arrange same*. When would best suit the client? <i>*urgent cases will always be prioritised</i>		

2.5 CSEAS SUPPORT AGREEMENT

Support Agreement



CSEAS Support Agreement

All Employee Assistance Officers (EAOs) adhere to the CSEAS [Code of Practice](#).

Please read the following sections and confirm you understand and agree by providing your signature:

The CSEAS is an internal Employee Assistance Service available to all civil servants. It is a short term support service providing assistance for both work and personal related issues. I understand that the scheduled sessions I receive from my designated Employee Assistance Officer (EAO) will be reviewed periodically (e.g. at 4 sessions) to evaluate further support needs and the effectiveness of the service provided.

EAOs will at all times work to the highest standards in their profession. EAOs will provide only such services and use only those techniques in which they have been qualified by education, training and experience. If I require specialised services, where possible, my designated EAO will help me identify alternative supports. In this event I understand that it is my responsibility to arrange and pay for any onward referrals, if required.

I agree to give no less than 24 hours' notice if I need to cancel an appointment, whenever possible. In the event of a cancellation or non-attendance, the CSEAS will make contact once to reschedule.

I understand that if I miss two consecutive appointments without making any contact with the CSEAS, my current episode of support will automatically be closed.

In exceptional circumstances, the CSEAS may need to reschedule appointments due to service needs/EAO illness etc. Clients will be given as much advance notice as possible if this occurs.

If engaging with the CSEAS online or over the phone, I undertake to ensure that such sessions are not recorded. Recording of sessions with the CSEAS, regardless of the medium, is strictly prohibited.

EAOs have the right to terminate or suspend engagement if their dignity, safety and welfare is compromised in anyway.

I understand that the CSEAS does not provide client reports, written or otherwise, in any instance and in support of any organisational process. A list of dates of sessions attended can be provided, if required.

Confidentiality

I understand that the CSEAS is a confidential, free and voluntary service. No personal information will be disclosed to a third party which could identify me without my consent. Confidentiality is strictly maintained, except:

1. In life-threatening situations to the individual, other parties or the public
2. Where the CSEAS has a legal obligation to report and where required by a court or legal process
3. Where non-disclosure presents a significant safety or security risk to a Civil Service organisation
4. Where the CSEAS becomes aware of a breach in criminal law and disclosure may be necessary.

Subject to the above exceptions the following applies;

Support Agreement



I understand that all my information will be treated as strictly confidential at all times, in accordance with the provisions of the Data Protection Acts (1988, 2003 & 2018) and the General Data Protection Regulation (GDPR).

Feedback

The CSEAS are committed to ensuring that our services continue to meet the evolving needs of our clients and the Civil Service. I understand I can provide feedback on my experience of the service at any time either directly to the EAO, to the CSEAS Manager or through the online evaluation survey sent, with consent, at case closure.

Please indicate if you consent to being sent an online evaluation survey on the support you received from the CSEAS. Please note that all responses are anonymous and confidential.

I agree to receive an online evaluation survey following my engagement with the CSEAS. I understand this is voluntary and all responses are anonymous and confidential. YES NO

I agree to engage with the CSEAS and adhere to the terms set out in the above Support Agreement.

Signed: _____ Date: _____

Print Name: _____

GDPR

In the course of engagement with the CSEAS, I understand that data is collected from me and confidentially held on a secure case management system.

The categories of data collected and processed, the legal basis for processing and for how long the data is retained is set out in Appendix 1 of the General Data Protection Regulation (GDPR) CSEAS Statement.

Please refer to our [GDPR Statement](#) for information on how and why we process your personal data.

I understand my consent is needed to process my Personal and Special Category Personal Data. I understand I can withdraw my consent at any time.

I note that the CSEAS will process my data and hold a record of my interactions with the Service in accordance with the CSEAS GDPR statement.

Signed: _____ Date: _____

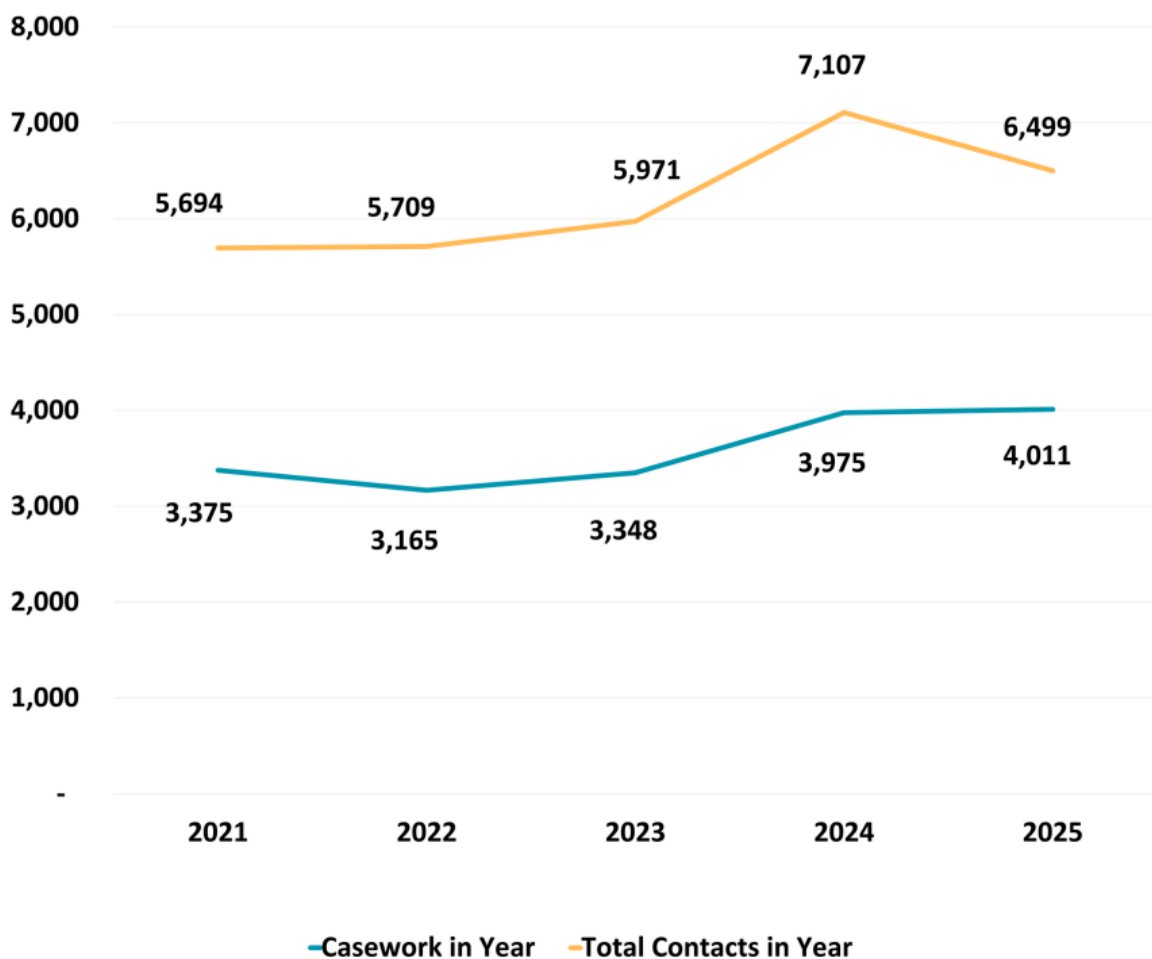
Print Name: _____

3. SAMPLE REPORTS

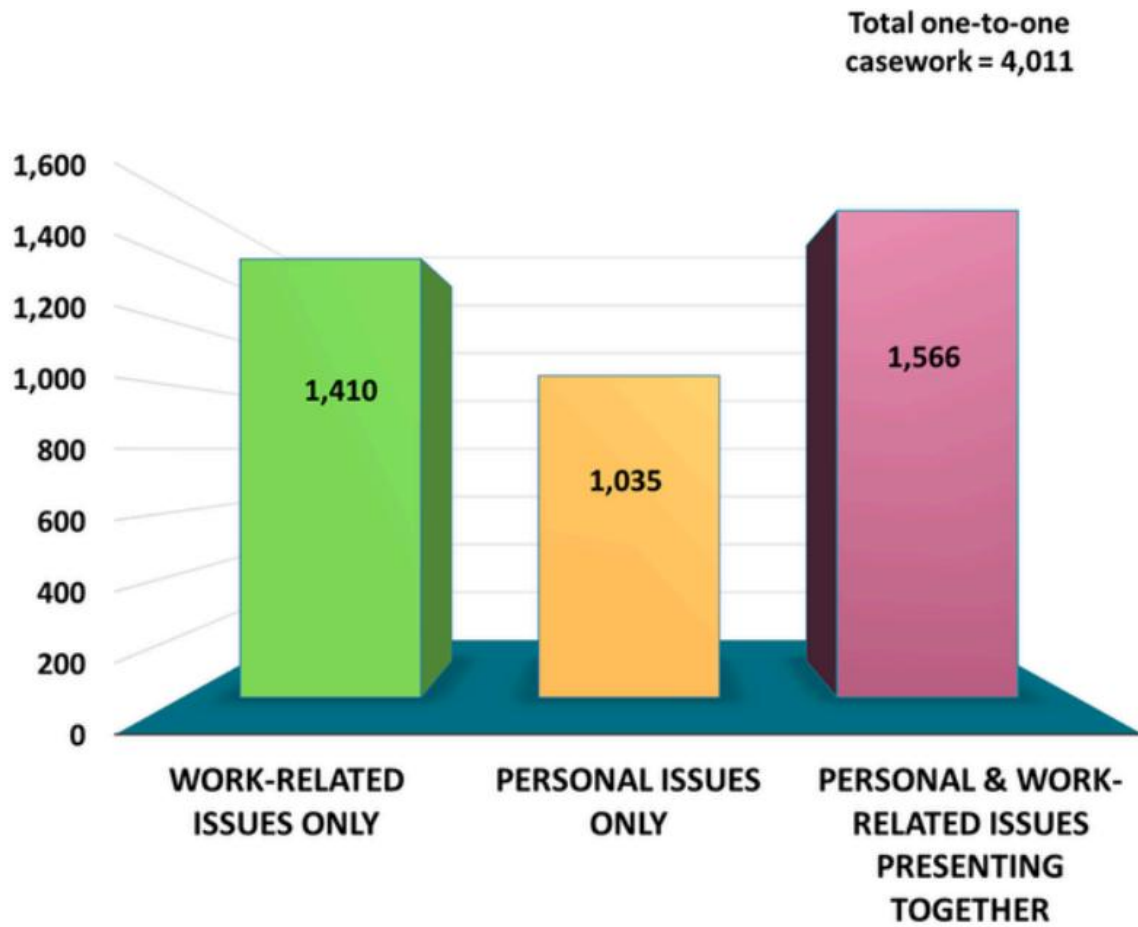
The CSEAS produces a variety of reports including quarterly and annual reports all of service usage nature. The Contracting Authority also regularly produces ad-hoc reports and requires an easy to use reporting tool as part of the solution. Regular requests for information are received through Client Departments that require the compilation of data and response in a timely fashion.

A number of sample reports that are currently in use are included in this Annex.

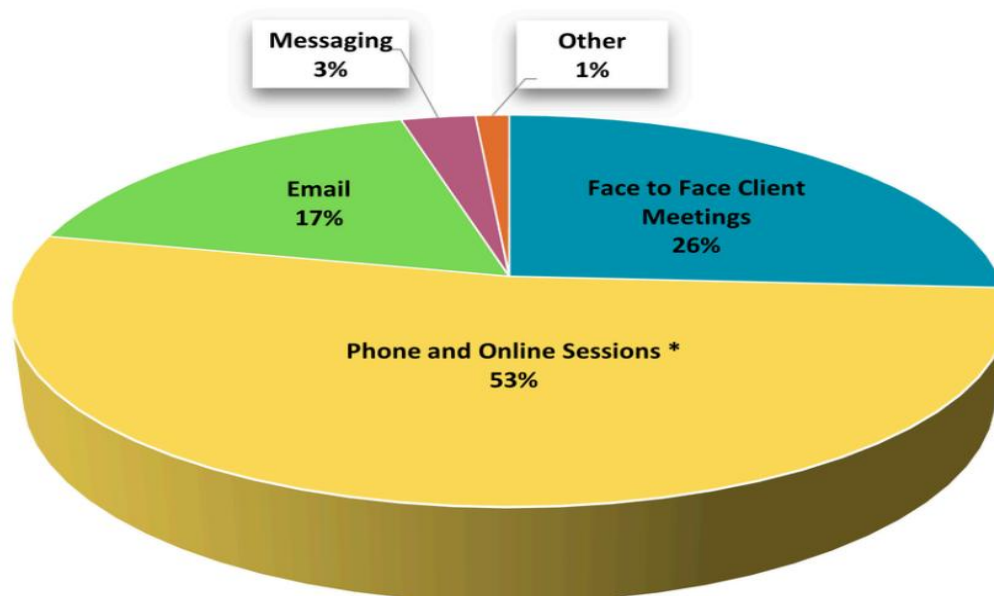
3.1 CSEAS CONTACTS



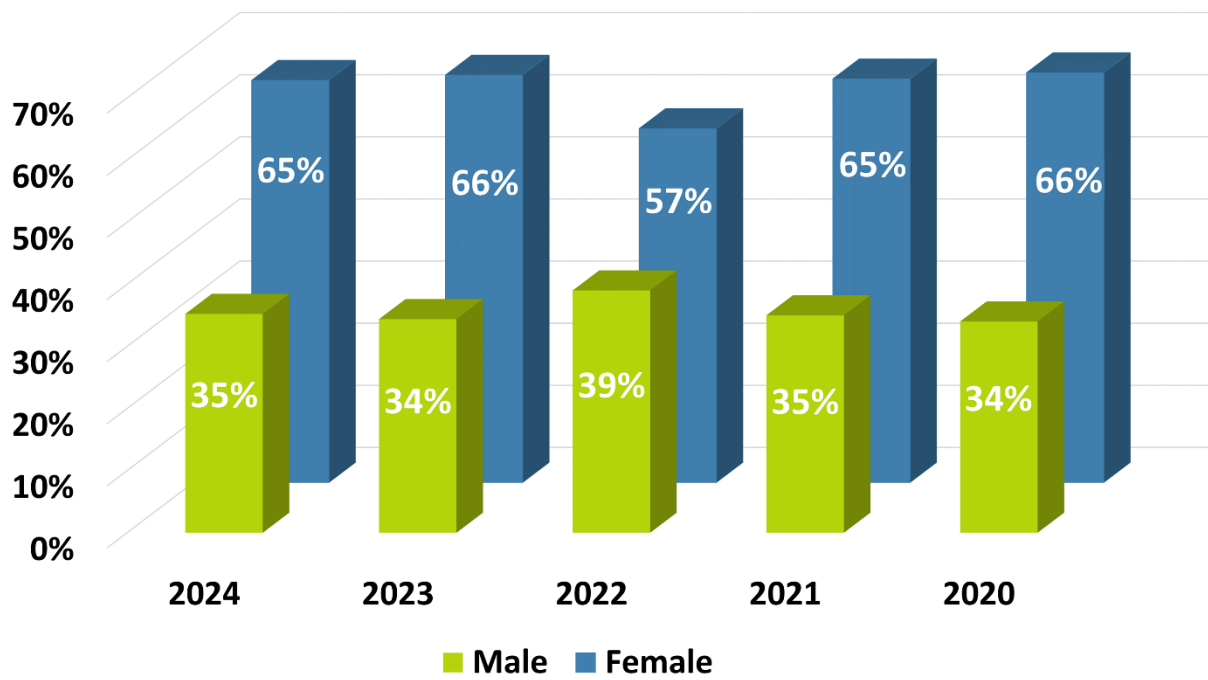
3.2 CASEWORK



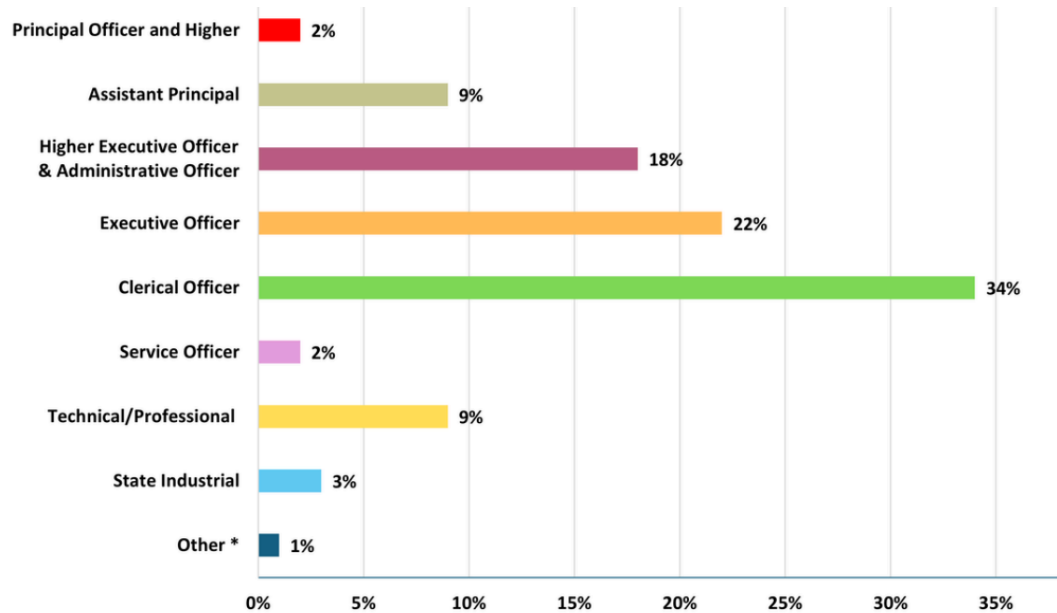
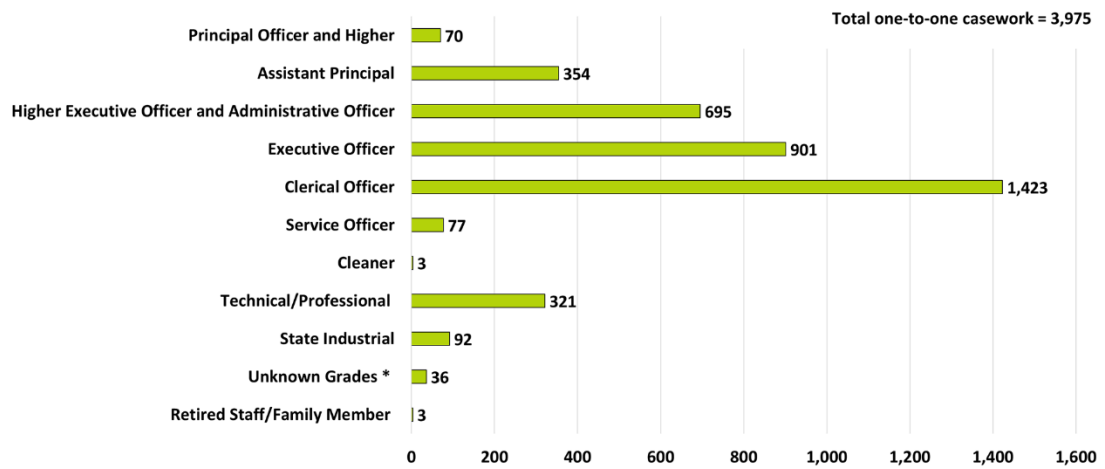
3.3 TOTAL SESSIONS



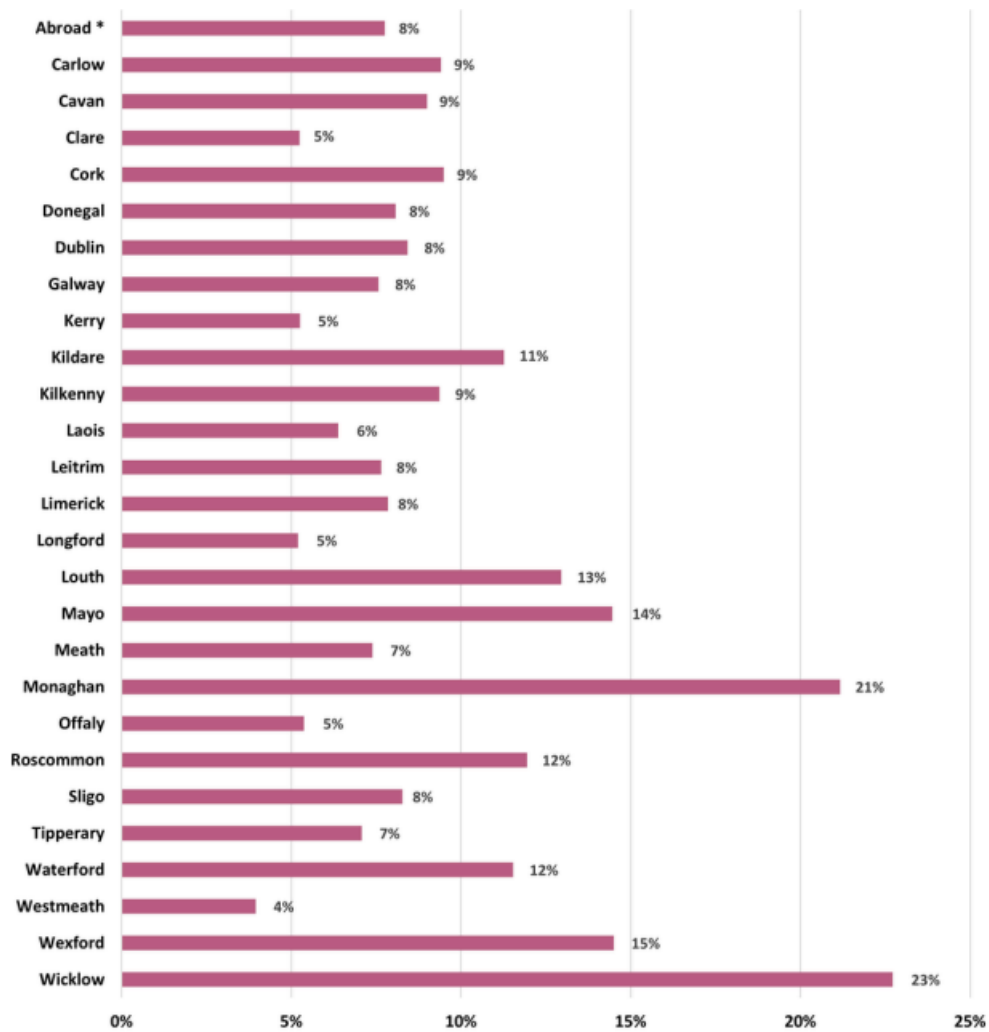
3.4 CLIENT GENDER PROFILE BY %



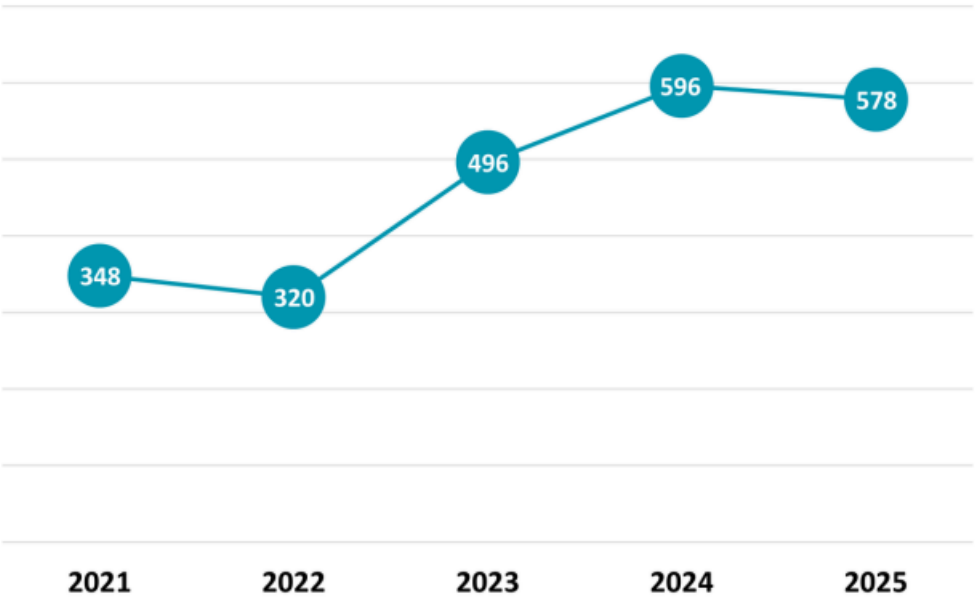
3.5 OVERALL CASEWORK BY GRADE



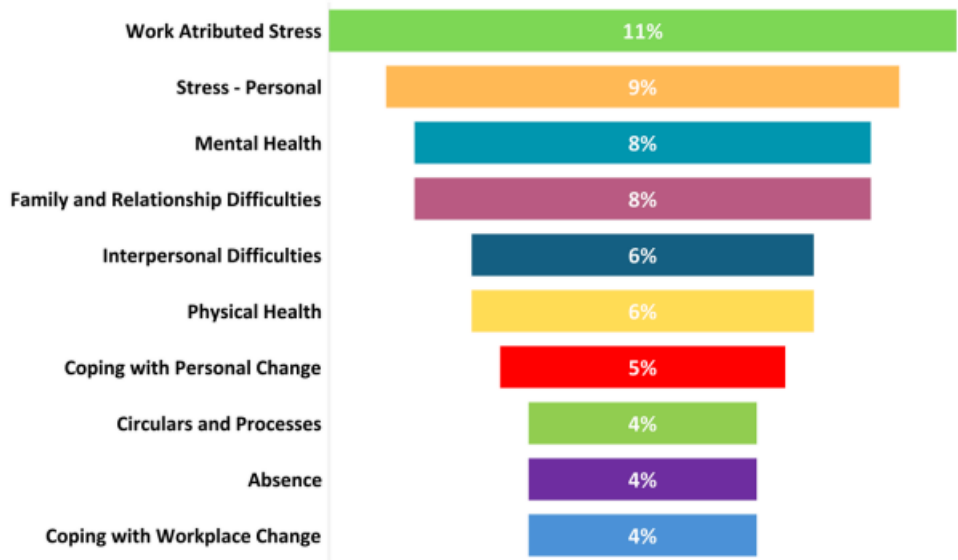
3.6 USAGE (SERVING STAFF %) BY COUNTY ACROSS THE CIVIL SERVICE



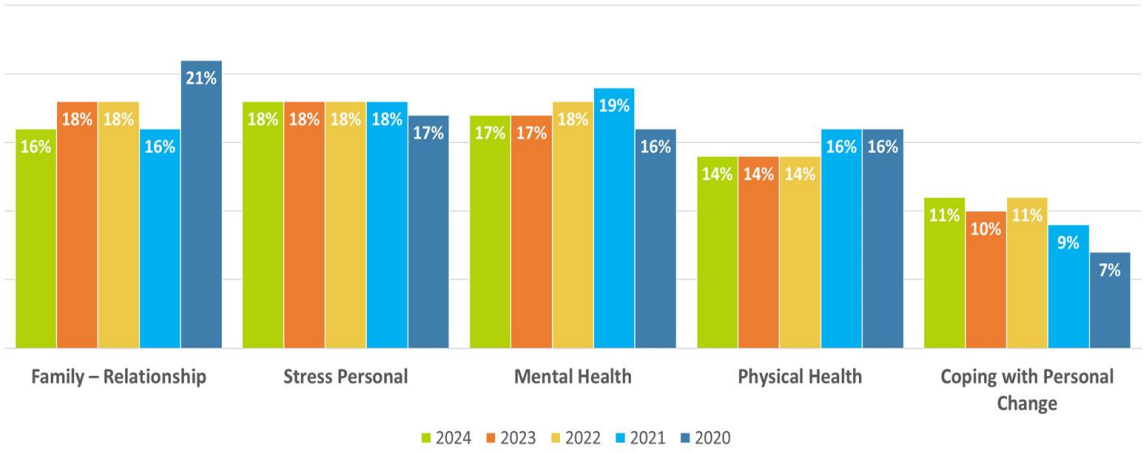
3.7 ONE-TO-ONE MANAGEMENT SUPPORT



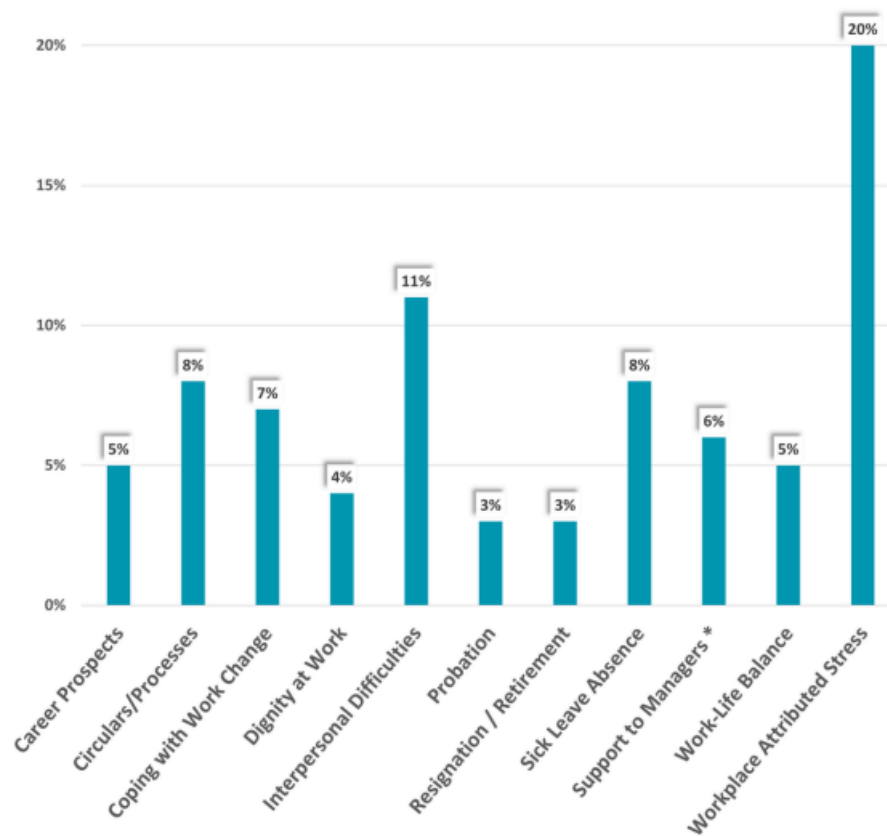
3.8 TOP WORK ISSUES



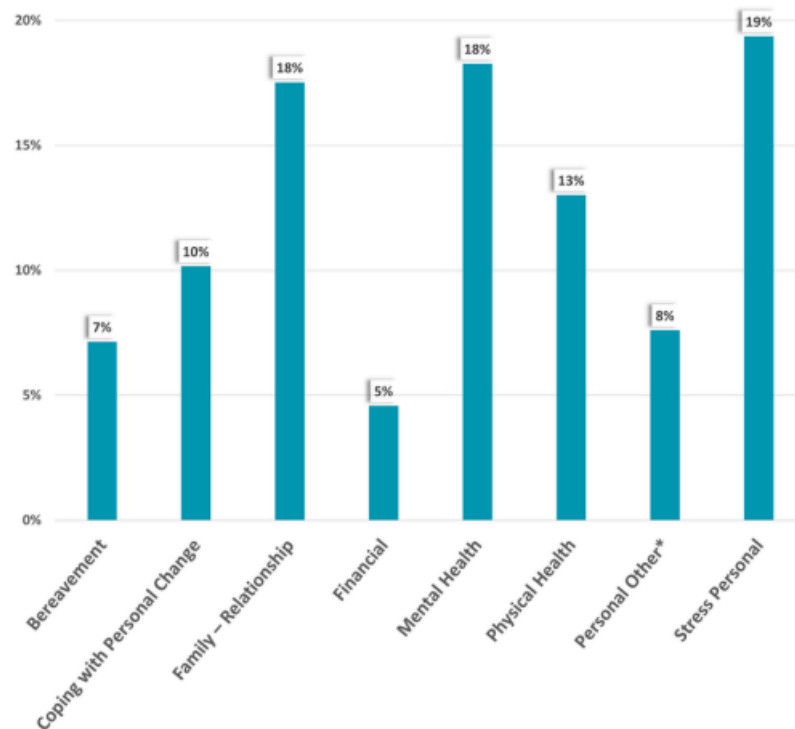
3.9 TOP PERSONAL ISSUES



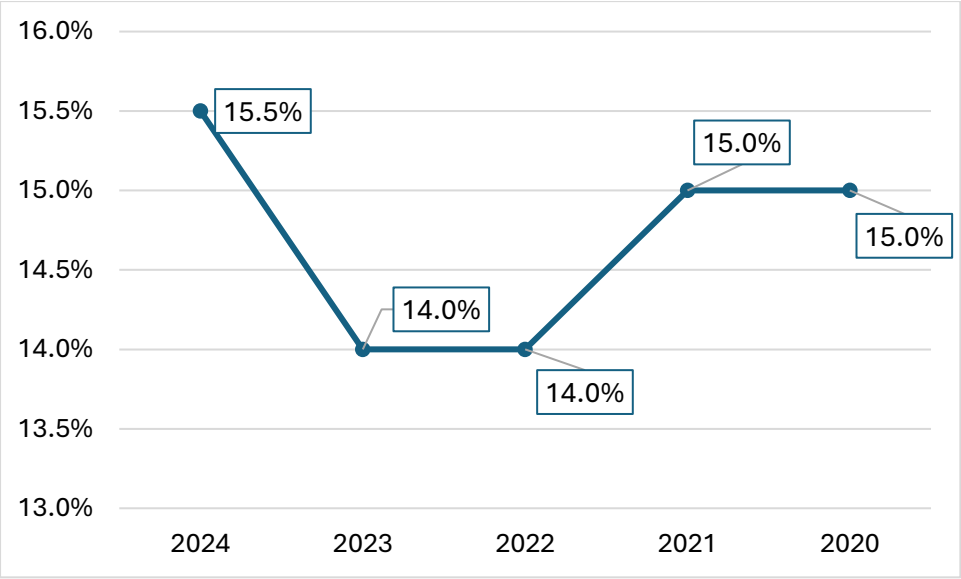
3.10 CSEAS CASEWORK – WORK-RELATED ISSUES



3.11 CSEAS CASEWORK – PERSONAL ISSUES



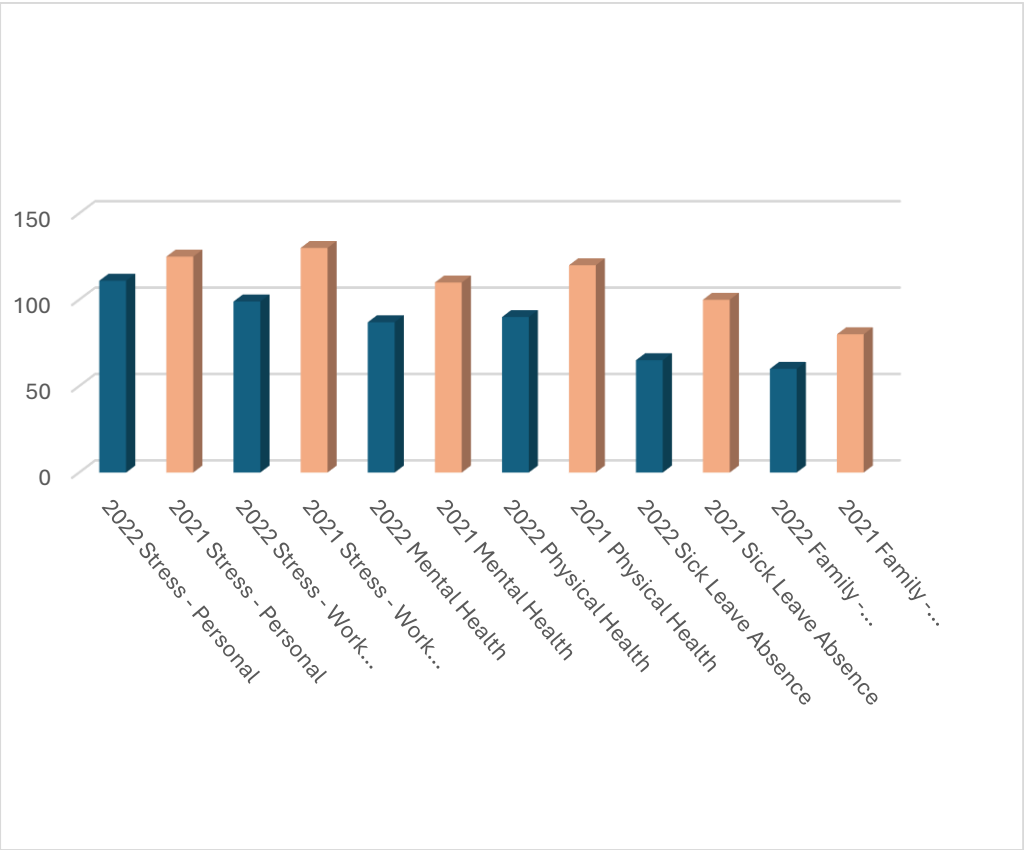
3.12 OVERALL USAGE %



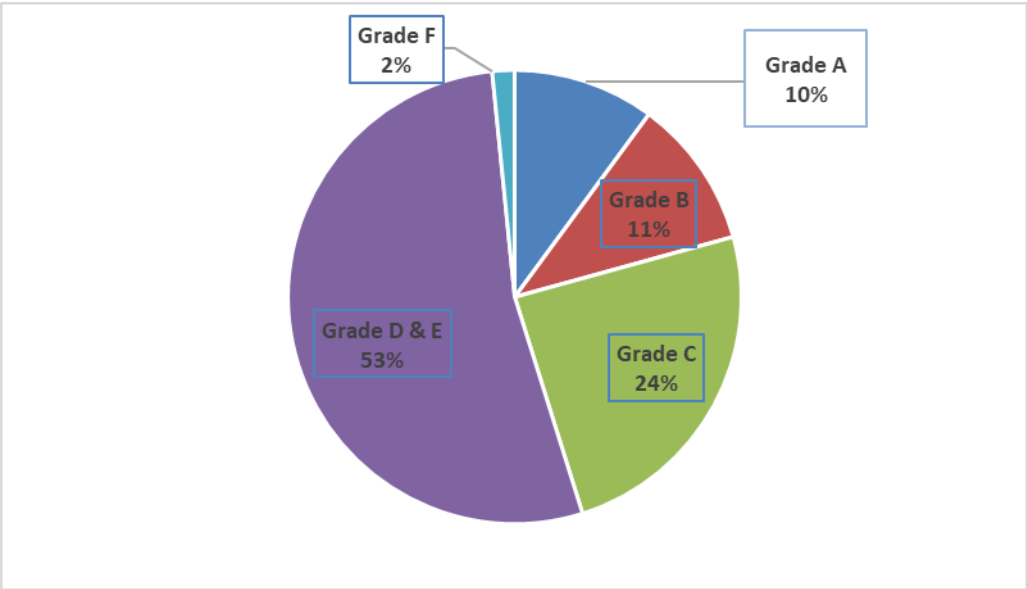
3.13 Usage by Department %

	Number of Cases 2025	As a % of serving staff in each Dept 2025
Agriculture, Food and Marine	318	8%
Attorney General	9	5%
Chief State Solicitors Office	21	5%
Children, Disability and Equality	62	10%
Climate, Energy and the Environment	53	7%
Comptroller and Auditor General	6	3%
Courts Service	91	7%
CSO - Central Statistics Office	94	8%
Culture, Communications and Sport *	37	7%
Defence	28	6%
Director of Public Prosecutions	12	4%
Education and Youth**	149	6%
Enterprise, Tourism and Employment ***	85	7%
Finance	27	7%
Foreign Affairs ****	186	8%
Further & Higher Education, Research, Innovation & Science	14	4%
Health	54	8%
Housing, Local Government and Heritage *****	197	12%
Justice, Home Affairs and Migration *****	288	6%
Legal Aid Board	37	7%
National Shared Services Office	63	7%
Office of Government Procurement	15	7%
Oireachtas	45	6%
Ombudsman *****	17	10%
OPW - Office of Public Works	184	7%
President's Establishment & GSOC	9	4%
Public Expenditure, Infrastructure, Public Service Reform and Digitalisation	40	7%
Public Jobs	23	8%
Public Sector Organisations *****	22	-
Revenue	871	12%
Rural and Community Development and the Gaeltacht	25	8%
Social Protection	727	10%
State Examinations Commission	5	2%
State Laboratory	37	27%
Tailte Éireann	97	10%
Taoiseach	12	5%
Transport	51	7%
	4,011	

3.14 DEPARTMENT A PREVALENT ISSUES (YEAR ON YEAR COMPARISON)



3.15 DEPARTMENT A USAGE BY GRADE



3.16 CALL LOG STATISTICS

Jan - Dec 2024 Calls to the CSEAS Central Number				
CSEAS Central Call Record - On-duty EAO 2024			Total Jan - Dec 2024	Total
January			January	112
Row Labels	Count of Call Number		February	76
Department A	8		March *	68
Department B	1		April *	73
Department C	1		May	
Department D	1		June	
Department E	5		July	
Department F	5		August	
Department G	3		September	
Department H	1		October	
Department I	2		November	
Department J	1		December	

3.17 WEBINARS / PRESENTATIONS DELIVERED BY DEPARTMENT

Department/Office/Others	Topic	Volume	Total
Agriculture, Food and Marine	Building Resilience	2	18
	Dignity at Work	1	
	Health & Wellbeing	1	
	Introduction to the CSEAS	7	
	Polyvagal Theory & Exercises	1	
	Positive Mental Health	1	
	Self Care for Staff	3	
	Stress Management	2	
Attorney General	Building Resilience	1	1
Chief State Solicitors Office	Building Resilience	2	3
	People Managers Guide	1	
Climate, Energy and the Environment	Introduction to the CSEAS	2	2
Company Registration Office	Introduction to the CSEAS	1	1
Courts Service	Bereavement	1	4
	Health & Wellbeing	1	
	Introduction to the CSEAS	1	
	Self Care for Staff	1	
CSO - Central Statistics Office	Building Resilience	4	32
	Dealing with Difficult Customers	1	
	Introduction to the CSEAS	11	
	Positive Mental Health	1	
	Stress Management	8	
	Support to Managers	7	
Data Protection Commission	Introduction to the CSEAS	1	1
Defence	Health & Wellbeing	1	4
	Introduction to the CSEAS	3	
Director of Public Prosecutions	Introduction to the CSEAS	1	2
	Menopause	1	
Education and Youth	Menopause	1	1

Document End