

**Request for Tenders dated 10/09/2026
to establish a
Multi Supplier Framework Agreement
for the provision of
Interpreting Services (excluding Irish Language
Services)**

Project Code: PROJ000010901/ EMS051AF

Tender procedure: Open procedure

Tender Deadline: 14/10/2026 11:00

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Part 1: Introduction

- 1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”) is issuing this request for tenders (“RFT”) as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the “OGP”) is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

(The Contracting Authority invites tenders (“Tenders”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

- 1.2 In summary, the Services comprise:

Spoken language interpreting services across multiple languages (except the Irish language) in the following formats:

- (a) Face to Face Interpreting Services
- (b) Telephone Interpreting Services
- (c) Video Remote Interpreting Services

Interpreting services provide real-time, spoken language support to enable immediate communication in meetings, events, interviews, or live interactions.

The Services are more particularly described at Appendix 1 (Requirements and Specifications).

- 1.3 The framework agreement will be divided into Two (2) lots (each a “Lot”) as described below. Each Lot will result in a separate framework agreement (each a “Framework Agreement”).

Lot	Value Threshold	Drawdown Mechanism
<u>Lot 1 – Interpreting Services Across Multiple Languages (excl. Irish)</u>	Total Annual Estimated Contract Value is less than €500k AND the Term (including extensions) may not exceed 48 months.	Direct Drawdown by Rotation (Multi-Supplier Lot)

	Discrete Services Contract Total Value Limit: €500,000	
<u>Lot 2 – Interpreting Services Across Multiple Languages (excl. Irish)</u>	Total Annual Estimated Contract Value is greater than €500k and less than €2m AND the Term (including extensions) may not exceed 48 months. Discrete Services Contract Total Value Limit: €2,000,000	Direct Drawdown by Rotation (Multi- Supplier Lot)

There is no restriction on the number of Lots a Tenderer may tender for and/or be appointed to. Therefore, Tenderers may submit a Tender response in its own capacity for each of the two Lots AND may also submit a tender response as part of a consortium / group of undertakings for each of the two Lots and may be appointed to all Lots they are successful in tendering for.

Any Tenderer who wishes to tender for and/or be appointed to more than one (1) lot must meet and satisfy the sum of the total cumulative turnover levels required in respect both Lot 1 and Lot 2. Tenderers are referred to Part 3.2 'Selection Criteria' of this Request for Tenders (RFT) document in respect of the applicable turnover levels required.

Tenderers shall only be required to submit one (1) tender response in respect of the Qualitative Award Criteria to be evaluated at Part 3.3 'Award Criteria for Selection as a Framework Agreement Member' and the Cost Criterion described at Appendix 2 to this RFT document, regardless of the number of Lots a Tenderer has tendered for. Tenderers shall be awarded a score in respect of each lot for which they have tendered. The score awarded for Lot 1 shall be the sum of the marks awarded in respect of the Qualitative Award Criteria AND the marks awarded in respect of the Cost Criterion for Lot 1. The score awarded for Lot 2 shall be the sum of the marks awarded in respect of the Qualitative Award Criteria AND the marks awarded in respect of the Cost Criterion for Lot 2. Tenderers must note within their tender response the lot(s) for which they are tendering.

The Services will be drawn down in the following manner:

Lot 1 & Lot 2:

The Services will be drawn down by the Framework Client on a rotational basis in accordance with the procedure set out at Clause 5 of Appendix 5 Framework Agreement

In summary when a Framework Client wishes to activate the provision of Services, they shall contact the OGP in order to receive the relevant details of the Framework Member who falls next on rotation system having regard to the ranking of the Framework Members following the tender evaluation process in addition to a copy of the Services Contract and Service Request Form (SRF) available at Appendix 5 , 'Annex 2 To The Framework Agreement' of this RFT. Upon receipt of the relevant details of the Framework Member who falls next on rotation system, the Framework Client shall serve a Service Request, with Part A completed, to the next Framework Member in the rotation, in accordance with the procedure set out Clause 5 of Appendix 5 Framework Agreement. When received by the Framework Member, the Framework Member shall consider the Service Request Form, in terms of the Framework Client's requirements, and the Framework Member's capacity to deliver the requirements. The Framework Member shall complete Part B of the Service Request Form to confirm whether or not it has capacity to deliver the requested Services. For the purposes of the Framework Agreement, capacity means the availability of suitable and competent interpreters, and capacity by the Framework Member to carry out the Services. If the Framework Member confirms by reply that it has available capacity to carry out the Services, the Framework Client, will review the completed Service Request Form, verify the information provided and then the Framework Client, may at its discretion proceed to award the Services Contract (set out in Appendix 6) to the Framework Member. The Framework Member shall sign the Services Contract within 5 working days and return it to the Framework Client. The receipt by the Framework Client of an executed Services Contract shall constitute acceptance by the Framework Member of the Framework Client's offer. The Framework Client shall then sign the Services Contract and bring into being the Contract.

Once the rotation is initiated, it will continue along the order of placement of Framework Members and be repeated when the last placed Framework Member has been offered a Services Contract, as more particularly set out at Clause 5 of Appendix 5 Framework Agreement.

Nothing in this Request for Tenders (RFT) document shall preclude any Framework Client from concluding multiple concurrent and/or consecutive Services Contracts with Framework Members on any or all lots of this Framework.

- 1.4 A maximum of nine (9) Framework Members may be appointed to Lot 1 of the Framework Agreement, with a desired (but not mandatory) minimum of four (4) Framework Members for Lot 1.

A maximum of six (6) Framework Members may be appointed to Lot 2 of the Framework Agreement, with a desired (but not mandatory) minimum of four (4) Framework Members for Lot 2.

In the event that fewer than four (4) Tenderers are successful in gaining Framework Membership of Lot 1, the Contracting Authority reserves the right at its sole discretion to appoint Tenderers who have been successful in gaining Framework Membership of Lot 2 to Lot 1 in order to achieve the desired minimum of four (4) Lot 1 Framework Members.

Any Lot 1 Framework Member who has gained Framework Membership by virtue of tendering for Lot 1 shall maintain their post-evaluation ranking regardless of the appointment by the Contracting Authority of Tenderers who have been successful in gaining Framework Membership of Lot 2 to that lot.

In respect of the Lot 2 Framework Members that are to be appointed by the Contracting Authority to Lot 1 to achieve the desired minimum of four (4) Lot 1 Framework Members: The Contracting Authority shall:

a) Verify that the relevant Lot 2 Framework Members meet and satisfy the sum of the total cumulative turnover levels required in respect both Lot 1 and Lot 2. Tenderers are referred to Part 3.2 'Selection Criteria' of this Request for Tenders (RFT) document in respect of the applicable turnover levels required. In the event that first-ranked Lot 2 Framework Member does not meet and satisfy the total cumulative turnover levels required in respect both Lot 1 and Lot 2, the Contracting Authority will then continue to assess and verify that the second-ranked Lot 2 Framework Members meets and satisfies the total cumulative turnover levels required in respect both Lot 1 and Lot 2. This would continue until the desired minimum of four (4) Lot 1 Framework Members is achieved.

b) Have regard to the post-evaluation rankings achieved by these Lot 2 Framework Members in respect of Lot 2. For example; if Tenderer A2 achieved a post-evaluation ranking of one (1) in Lot 2, then Tenderer A2 will be first Lot 2 Framework Member appointed to Lot 1 subject to satisfying the relevant turnover levels as described above.

If, for example, that Lot 1 already has one (1) Framework Member by virtue of that Tenderer tendering for and being successful in gaining Framework Membership of Lot 1 (Tenderer A1), then Tenderer A1 would retain the first (1st) ranked position on Lot 1 and Tenderer A2 would assume the second (2nd) ranked position on Lot 1. This would continue until the desired minimum of four (4) Lot 1 Framework Members is achieved.

The process as previously described above shall apply also in the event that no successful tender is received for Lot 1.

The following entities (each a "Framework Client") may award (or "call off") contracts (each a "Services Contract") under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government

Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);

2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and
7. The Defence Forces.

1.5 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any Framework Agreement that may result from this Competition will be for a term of four (4) years (“the Term”).

1.6 **Not used.**

1.7 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some €75 million (excl. VAT) over the Term and any possible extensions.

- **Lot 1 Estimated Value over the Term: €7.5m**
- **Lot 2 Estimated Value over the Term: €67.5m**

Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.8 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 Contracts 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 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 / Framework Client 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 Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

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

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

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot)] at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

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

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

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

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

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document (“eESPD”). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
 - (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 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 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

Prior to and as a condition of appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any 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 2GB for all documentation (combined) in the Tender submitted.

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

2.6.2 Tenders must be received not later than 11:00AM on 14th October 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT [for each Lot.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read and searched immediately using a PDF Reader and/or Microsoft Word or equivalent. 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 11:00AM on 28th September 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients 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 ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for six (6) months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 Tenderers are informed that tendered prices are fixed for twelve (12) months subsequent to the execution of the Framework Agreement.
Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Framework Agreement (as defined in the Framework Agreement) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office (CSO) most recently prior to that anniversary. **Note the CPI rate may increase or decrease.**
The Irish Central Statistics Office (CSO) publishes the Irish annual CPI one (1) month in arrears on its website <https://www.cso.ie/en/statistics/prices/consumerpriceindex/>. Therefore, the Framework Member must wait for the annual CPI rate for the previous 12 months to be published by the CSO (from the Effective Date of the Framework Agreement) before submitting the CPI rate request to the Contracting Authority. For clarity, the basis of the CPI rate for each Price Review will be the 'CPI Inflation Calculator', which is made available by the Irish Central Statistics Office (CSO) at the following website <https://visual.cso.ie/?body=entity/cpicalculator>. The inflation calculator is designed to calculate the cumulative percentage change in the CPI between two periods of time. Tenderers should note that the applicable Price Review Mechanism shall apply to tendered rates in addition to the Maximum Rates and Minimum Rates Payable for Services under Lot 1 & Lot 2.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderer(s) 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 S.I. No. 131 of 2003, the European Communities (Protection of

Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

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

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement, Mini Competition, or 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, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client 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/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, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or a Mini-Competition or terminating any Framework Agreement and / or 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 Framework Agreement or 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 Framework Agreement or 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(s) shall be required to hold for the Term of the Services Contract awarded under the rotation mechanism the insurances set out in the table below and confirmed in the Service Request Form (SRF). Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework Agreement with the Contracting Authority.

Type of Insurance	Indemnity Limit	Required for Lot
Employer's Liability*	€12.7 million limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance *Not required if self-employed	Lot 1 & Lot 2
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence per period of insurance.	Lot 1 & Lot 2
Professional Indemnity**	Up to €500,000 Any One Claim and in the aggregate per period of Insurance.	Lot 1
Professional Indemnity**	Up to €2m Any One Claim and in the aggregate per period of Insurance	Lot 2
Cyber Insurance***	Up to €1 million in any one claim and in the aggregate per Insurance policy period.	Lot 1 & Lot 2

**The Employer's Liability and Public Liability policies (for ALL LOTS) should include an indemnity to principals' clause and these policy documents should be made available.*

***Lot 1 & Lot 2 Professional Indemnity Limit: At Service Request Form stage, Framework Clients shall apply the appropriate level of Professional Indemnity to their service requirements, however this level may not exceed the €500,000 in respect of Lot 1 and the €2 million in respect of Lot 2 noted in this Request for Tenders (RFT) document.*

****Lot 1 & Lot 2 Cyber Insurance: At Service Request Form stage, Framework Clients shall apply the appropriate level of Cyber Insurance to their service requirements, however this level may not exceed the €1 million noted in this Request for Tenders (RFT) document.*

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract pursuant to the Framework Agreement, (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 in the relevant Service Request Form (SRF), (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 Framework Member(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 and the Framework Client of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for each Lot applied for in] this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

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

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

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

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

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

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

(i) Annual Turnover Requirement

Tenderers must have a minimum annual turnover as outlined below for last three financial years 2023, 2024 and 2025 (or where the date of establishment is more recent for each year the Tenderer has been established)

Turnover Levels

Lot No:	Minimum Annual Turnover Requirement for each Lot (ex VAT)
Lot 1 – Interpreting Services Across Multiple Languages (excl. Irish)	€750,000
Lot 2 – Interpreting Services Across Multiple Languages (excl. Irish)	€1,250,000

Tenderers who are tendering for both Lot 1 and Lot 2 must meet the aggregate financial capacity requirements of the combined Lots for which they are tendering. Where a Tenderer who is tendering for both Lots fails to meet the aggregate financial capacity for both Lots, but has only demonstrated financial capacity to deliver one Lot, it will be offered a choice as to which Lot it wishes to proceed to be evaluated under. The Tenderer will thereafter be evaluated solely in respect of the chosen Lot and shall be excluded from further consideration under the other Lot.

Supporting Evidence Required for 3.2A (i)

The Tenderer must provide, with its Tender Response, a certified accountant's or auditor's statement. The statement shall:

- be provided on the certified accountant's/ auditor's headed notepaper;
- be signed by the auditor or accountant
- confirm the annual turnover of the Tenderer in each of the last three (3) financial years 2023, 2024 and 2025 (for which accounts are available) or where the date of establishment is more recent for each year the Tenderer has been established.

- confirm that the accountant / auditor is a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised EU Supervisory Authority or equivalent.

(ii) Solvency Requirement

Tenderers must have the ability to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

Supporting Evidence Required for 3.2.A (ii):

The Tenderer must provide, with its Tender Response, a letter from its principal accountant or auditor confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due OR a letter from the Tenderer's current principal bankers which states that all accounts held by the Tenderer are in good standing. The letter shall:

- be provided on the principal accountant's/ auditor's headed notepaper;
- be signed by the auditor or accountant
- be dated within six months of the Tender Deadline.
- confirm that the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.
- confirm that the accountant / auditor is a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised EU Supervisory Authority or equivalent.

OR

The Tenderer must provide, with its Tender Response, a letter from the Tenderer's current principal bankers. The letter shall:

- be provided on the principal banker's headed notepaper;
- be signed by the principal banker
- be dated within six months of the Tender Deadline.
- confirm that all accounts held by the Tenderer are in good standing

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

3.2.B Technical and Professional Ability

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

(i) Details of Previous Experience

Tenderers must have successfully performed a minimum of three Services Contracts within the period of the last three calendar years (or where the date of establishment is more recent for each year the Tenderer has been established), which demonstrates their ability to provide Services similar in nature and scope to those described in Appendix 1 of this RFT.

Each reference Service Contract **must** demonstrate that the Tenderer has previously provided an interpreting service of a similar scale, complexity and nature to the Services described in the RFT **AND** each Service Contract must amount to a total value of at least €250,000.

Using the format specified below Tenderers must demonstrate that they **have successfully delivered or are successfully delivering three (3) Services Contracts for** Interpreting Services

Tenderers shall only be required to submit details of three (3) Services Contracts regardless of the number of Lots a Tenderer has tendered for.

Format for each Previous Experience Contract Example

PREVIOUS EXPERIENCE CONTRACT EXAMPLE	
Name of Client Organisation (Awarding Body for Previous Experience Contract)	Click or tap here to enter text.
Contract Description <u>which must be relevant to the Services described in the RFT</u>	Click or tap here to enter text.
Contract Start Date	Click or tap here to enter text.
Contract End Date	Click or tap here to enter text.
Contract Duration in Months	Click or tap here to enter text.
Value of Services (in Euro €) provided to Customer over duration of Contract (Each Service Contract must amount to a total value of at least €250,000)	Click or tap here to enter text.
Description of Services provided under the contract	[The Tenderer must limit its response to this question to ½ A4 page of font size 11 text.]

(which must be relevant to the Services described in the RFT)	Click or tap here to enter text.
Client Contract Manager Name	Click or tap here to enter text.
Position	Click or tap here to enter text.
Telephone Number	Click or tap here to enter text.
E-Mail Address	Click or tap here to enter text.
Total number of hours of interpreting services	Click or tap here to enter text.
Modes of delivery (i.e. telephone, video/remote or face-to-face)	Click or tap here to enter text.
Languages deployed under the Contract include:	Click or tap here to enter text.
Summary details of the types of interpreting assignments involved	[The Tenderer must limit its response to this question to ½ A4 page of font size 11 text.] Click or tap here to enter text.
Name of the Key Account Manager involved in this contract	Click or tap here to enter text.
Profile of the Key Account Manager involved in this contract	[The Tenderer must limit its response to this question to ½ A4 page of font size 11 text.] Click or tap here to enter text.
Confirmation of performance of the Services Contract has occurred within the period of the last three calendar years	Choose an item.
Tenderers must provide, with the Tender Response, a written reference on official letterhead	Click or tap here to enter text.

from the client organisation(s) confirming the accuracy of the information provided by the Tenderer in response to this selection criterion.

Please submit the documentary evidence as a separate attachment. Please indicate the relevant Appendix No./ Document Name that you have assigned to it:

Tenderers must ensure they provide sufficient information to allow the Contracting Authority to verify the nature of the Services provided and the overall value and volume of the Services Contracts.

In respect of the information required above, Tenderers must provide comprehensive details of each of the three (3) named customer organisations within the relevant tables provided in the Tender Response Document (TRD).

The three references must relate to the provision of **Interpreting Services** similar in nature, scale, complexity and scope to those described in Appendix 1 of this RFT **AND each Service Contract must amount to a total value of at least €250,000.**

Supporting Evidence Required:

The Tenderer must provide, with its Tender Response, a written reference on official letterhead from the client organisation(s) confirming the accuracy of the information provided by the Tenderer in response to this selection criterion.

Further Verification:

The Contracting Authority reserves the right to verify the information provided via a phone call or email to the named Customer Contract Manager in respect of the named reference contracts prior to the award of any Framework Agreement. The Contracting Authority reserves the right to contact referees for verification purposes without prior notice to the Tenderer.

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

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

3.3.1 Appointment to the framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Appendix 1 Ref.	Description	Total Marks Available	Minimum Marks Required to Pass
Part A: Service Proposal		600	N/A
AWARD CRITERION 1: Key Account Management		250	150
Appendix 1, Section 8 'SERVICE MANAGEMENT AND ADMINISTRATION' AND Appendix 1 in its entirety.	Details of the Tenderer's approach to Key Account Management: • Relevance of qualifications. 10 • Relevance of expertise. 10 • Length of relevant Key Account Management experience. 20 • Any specialist language knowledge and English-language proficiency user level. 10 • Assigning Competent Interpreters. (100) ○ experience to identify language skill deficiency 50 ○ Identifying gaps across key and rarer languages 50 • Capability and approach to develop training strategies. 100		N/A
AWARD CRITERION 2: Service Delivery		150	90

Appendix 1, Section 8 'SERVICE MANAGEMENT AND ADMINISTRATION' AND Appendix 1 in its entirety.	- Details of how the Key Account Manager will perform the management of any contract(s) - Details of the proposed approach to Service Continuity Plan and Deputy KAM.	75 75	N/A
AWARD CRITERION 3: Complaints Procedures		100	60
Appendix 1, Section 8 'SERVICE MANAGEMENT AND ADMINISTRATION' AND Appendix 1 in its entirety.	Details of the Tenderer's approach to their Complaints procedures: - Details of the proposed person responsible for the management of the complaints process: - Ability in understanding the reasons and factors behind complaints and working to implement a resolution for Framework Clients(s). - How they monitor complaints/issues and work towards reducing complaints. - Ability to identify areas to improve the structure around client resolution and complaint management. - Details of the complaints management process. - Details of the proposed approach to managing recurring complaints.	(40) 10 15 15 30 30	N/A
AWARD CRITERION 4: Quality Control Processes		100	60
Appendix 1, Section 8 'SERVICE MANAGEMENT AND ADMINISTRATION' AND Appendix 1 in its entirety.	Details of the Tenderers approach of their Quality Control Processes: Details of the proposed person responsible for the management of Quality Control Processes within the organisation, setting out their Quality Management skills and experience.	10	

	• How they will manage the quality assurance of the services as outlined within this RFT. • Details of the tenderers approach to quality control and standards. • Details of the tenderers approach to recruitment and appointment of Interpreters.	30 30 30	
Part B: Price Proposal		400	N/A
Total		1000	N/A

Tenderers must achieve the minimum marks in each criterion. Failure to achieve these minimum marks will result in the Tenderer being eliminated from the Competition and its price proposal will not be evaluated.

Evaluation of Award Criteria

Methodology for Calculating Scores

Scoring of the Award Criteria will be based on an assessment of the information provided by Tenderers in response to each of the requirements set out in Appendix 1 and Appendix 2 using the scoring methodology set out below.

Tenders for each Lot will be evaluated by applying the above award criteria scored out of a total of 1,000 marks.

Qualitative marks are available for a Tenderer's Service Proposal in response to the Award Criteria, which are more precisely described at Appendix 1.

Price Proposal marks are available for a Tenderer's Price Proposal, which are more precisely described at Appendix 2.

There is no restriction on the number of Lots a Tenderer may tender for and/or be appointed to. Therefore, Tenderers may submit a Tender response in its own capacity for each of the two Lots AND may also submit a tender response as part of a consortium / group of undertakings for each of the two Lots and may be appointed to all Lots they are successful in tendering for.

Any Tenderer who wishes to tender for and/or be appointed to more than one (1) lot must meet and satisfy the sum of the total cumulative turnover levels required in respect both Lot 1 and Lot 2. Tenderers are referred to Part 3.2 'Selection Criteria' of this Request for Tenders (RFT) document in respect of the applicable turnover levels required.

Tenderers shall only be required to submit one (1) tender response in respect of the Qualitative Award Criteria to be evaluated at Part 3.3 'Award Criteria for Selection as a Framework Agreement Member' and the Cost Criterion described at Appendix 2 to this RFT document, regardless of the number of Lots a Tenderer has tendered for. Tenderers shall be awarded a score in respect of each

lot for which they have tendered. The score awarded for Lot 1 shall be the sum of the marks awarded in respect of the Qualitative Award Criteria AND the marks awarded in respect of the Cost Criterion for Lot 1. The score awarded for Lot 2 shall be the sum of the marks awarded in respect of the Qualitative Award Criteria AND the marks awarded in respect of the Cost Criterion for Lot 2. Tenderers must note within their tender response the lot(s) for which they are tendering.

Tender Price Proposal marks will be based on an evaluation of the pricing schedule submitted.

Tenderers must achieve the minimum marks in each Award Criterion. Failure to achieve the minimum marks shall result in the elimination of the Tender from the Competition.

Tenderers' overall marks will be the cumulative total of the marks awarded to their response to the Qualitative Award Criteria and Appendix 2 Pricing submissions.

Responses to each award criterion will be scored 0 - 5. This mark, or multiplier, will be used to calculate the score to be awarded.

For example, if 200 marks are available, the base mark is 40 (200 / 5). If the Tenderer is scored 5 (excellent), 200 marks will be awarded (40 x 5). If the Tenderer is scored 2 (a response where reservations exist), 80 marks will be awarded (40 x 2), and so on.

Scoring Methodology

Methodology for Calculating Scores when evaluating Award Criteria

Weighting	Meaning
5	An excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
4	A very good response that demonstrates real understanding of the requirements and provides convincing assurance that the Tenderer will deliver to a very good or high standard.
3	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	A response where reservations exist. Lacks full credibility/convincing detail, and does not provide confidence to the Contracting Authority that the required Services will be successfully delivered.
1	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0	No response or partial response only and poor evidence provided in support of it: failure to meet the requirements.

Part 2: Price Proposal:

Cost will be evaluated using the following standard pro-rata formula:

Mark available X lowest price submitted

= Score Awarded

Price submitted by Tender being evaluated

Using this methodology the lowest price offered will receive the maximum score for price and all other prices offered will be scored relative to this lowest price.

For the avoidance of doubt, there shall be a single pricing schedule requirement applicable to both Lot 1 and Lot 2. The tendered prices will be evaluated separately against the lowest price for the respective lot being evaluated (i.e. Lot 1 tendered pricing will be evaluated against the lowest tendered price for Lot 1 and Lot 2 tendered pricing will be evaluated against the lowest tendered price for Lot 2). The total score awarded for Price, (in each Lot), will be based on the 'Tenderers Total € Cost ex Vat for Scoring (all language groups and telephone service)'. Please refer to Appendix 2 of this RFT for further details in respect of the Pricing Schedule.

Tenderers' overall scores will be the cumulative total of the marks awarded to their Part 1: Service Proposal and Part 2: Price Proposal submissions in respect of each Lot.

Framework places will be offered to the 9 (nine) highest scored Tenders for Lot 1 and the 6 (six) highest scored Tenderers for Lot 2 (subject to the relevant rules as described within this RFT document).

Tie Break Provisions

In the event of an equal score being awarded to two or more Tenderers, (where such an occurrence impacts the appointment of Framework Members to Lot 1 and /or Lot 2, and/or the ranking of Framework Members in Lot 1 and/or Lot 2), the following tie-break rules will apply.

The Tenderer who has been awarded the highest marks for the total qualitative award criteria (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event the Tenderers receive the same marks for the total qualitative element of their Tender, the Tenderer who has been awarded the highest marks for award criterion '*Key Account Management*', will be placed before the other Tenderer(s). This approach will continue to be applied to each of the Award Criteria in the descending order listed below until such time as a Framework appointments and/or rankings) can be determined:

Order of Tie Break Evaluation Criteria for each Lot:

1. Key Account Management

2. Service Delivery
3. Complaints Procedures
4. Quality Control Processes

In the unlikely event of the rules set out above failing to determine a MEAT, the appointment of Framework Members to Lot 1 and /or Lot 2, and/or the ranking of Framework Members in Lot 1 and/or Lot 2 involved in the tie-break shall be selected on the basis of random selection. Representatives of each Tenderer that achieved the same total marks will be invited to attend at the Contracting Authority's premises to observe the random selection and will be notified in advance of the time/date and location of the random selection procedure. Tenderers will also be notified in writing of the outcome of the random selection.

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

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

3.3.3 Tenderers should take note that, where a Services Contract is awarded by way of direct drawdown via a rotational mechanism, the Framework Client will require the Framework Member to whom it has decided to award the Services Contract (on foot of being informed by the Contracting Authority of the next Framework Member on the rotational mechanism) to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Framework Client shall inform the Contracting Authority who may then provide notification to the Framework Client to proceed to offer the Services Contract to the Framework Member next placed on the rotational mechanism.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

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

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than **five (5)** calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

1. INTRODUCTION

The Contracting Authority, as a Central Purchasing Body, intends to establish a Multi-Supplier Framework Arrangement for the provision of Interpreting Services to Public Sector Bodies.

This procurement competition will be divided into two (2) Lots as described below. Each Lot will result in a separate multi-supplier framework agreement:

- Lot 1 – Provision of Interpreting Services to Public Sector Bodies
(where the Total Annual Estimated Contract Value is less than €500k AND the Term (including extensions) may not exceed 48 months. Discrete Services Contract Total Value Limit: €500,000.)
- Lot 2 – Provision of Interpreting Services to Public Sector Bodies
(where the Total Annual Estimated Contract Value is greater than €500k and less than €2m AND the Term (including extensions) may not exceed 48 months. Discrete Services Contract Total Value Limit: €2,000,000.)

The entities (“Framework Client(s)”) detailed in Part 1.4 of the RFT may award contracts under the framework agreements in accordance with the procedure for award of contracts as set out in Appendix 5, Paragraph 5 of this RFT.

The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be awarded in connection with any Framework Agreement and the Framework Client(s) are not bound to enter into any Contract or other arrangement with a Framework Member.

Any contract entered into under the Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for services falling within the scope of this proposed Framework Agreement. This applies to procurement exercises falling both within the Framework Agreement and outside of the Framework Agreement.

The Contracting Authority seeks to establish a Framework with suitably qualified and experienced providers of managed Interpreting Services capable of delivering reliable, responsive and high-quality services to Public Sector Bodies throughout the State.

The successful Tenderer shall be capable of providing a fully managed interpreting service, including:

- The provision of competent and appropriately experienced interpreters to support assignments across a wide range of public sector environments and locations nationwide.
- The delivery of interpreting services through multiple service channels, including:
 - Face-to-face interpreting;
 - Telephone interpreting; and
 - Video remote interpreting.
- The operation of accessible and reliable booking arrangements through multiple channels, including Telephone; Email; and Online booking platforms.
- The provision of comprehensive service management and contract administration functions, including:
 - Client relationship management;
 - Assignment coordination and scheduling;
 - Performance monitoring;
 - Invoicing and financial administration;
 - Management information reporting;
 - Complaints management; and
 - Quality assurance and continuous improvement processes.
- The secure management, processing, transmission, retention and disposal of all information and data associated with the delivery of the Services, in accordance with applicable data protection, confidentiality and information security requirements.

The successful Tenderer shall maintain the organisational capability, systems, processes and resources necessary to ensure the consistent delivery of high-quality interpreting services that support effective communication between Public Sector Bodies and service users.

N.B. TENDERERS SHALL NOTE THE FOLLOWING:

- **THE REQUIREMENTS AND SPECIFICATIONS SET OUT BELOW APPLY TO BOTH LOT 1 AND LOT 2.**
- **THE SERVICES DO NOT INCLUDE A REQUIREMENT FOR IRISH LANGUAGE OR SIGN LANGUAGE INTERPRETING SERVICES.**
- **THE SERVICES DO NOT INCLUDE A REQUIREMENT FOR ARTIFICIAL INTELLIGENCE OR AUTOMATED INTERPRETING TECHNOLOGIES.**

2. OBJECTIVES

The objective of the proposed Framework is to facilitate the provision of high-quality, reliable and responsive interpreting services to Framework Clients in support of the delivery of public services.

The Services are intended to enable effective communication between Framework Clients and individuals who are unable, or have limited ability, to communicate effectively in English, thereby promoting accessibility, fairness and effective service delivery.

The successful Tenderer shall support Framework Clients by ensuring the timely provision of appropriately skilled and competent interpreters across a wide range of languages, and with suitable skillsets to perform across a range of public sector environments.

The Services shall be delivered in a manner that:

- Provides Framework Clients with access to competent and suitably experienced interpreters when and where required.
- Enables clear, accurate and effective communication between the Framework Client(s) and individual service users.
- Supports access to public services for individuals with limited English proficiency.
- Assists Framework Clients in meeting their statutory, regulatory and operational obligations.
- Supports the fair, transparent and consistent delivery of public services.
- Maintains high standards of professionalism, confidentiality, impartiality and integrity.
- Provides flexible service delivery through face-to-face, telephone and video/remote interpreting channels.
- Delivers responsive and reliable services, including where urgent or time-sensitive requirements arise.
- Ensures value for money through effective service management, performance monitoring and quality assurance.
- Supports continuous service improvement through robust governance, reporting and contract management arrangements.

3. LANGUAGE REQUIREMENTS

The successful Tenderer shall be required to provide competent and appropriately experienced Interpreters for a wide range of languages, including rare languages.

Framework Clients will provide details of their specific language requirements at contract drawdown stage. Prior to the award of any Contract, Framework Members must confirm their ability to provide competent and appropriately experienced interpreters with the relevant language proficiencies to meet the Client's requirements.

Annex A to Appendix 1 of this RFT provides a list of the main languages which required Interpretation support in the previous iteration of this framework.

The list provides an indication of the language requirements booked in 2025 under the previous framework.

The list sets out the total number of bookings per language and a breakdown by mode of delivery.

The list of historic language bookings is provided for information only, is not exhaustive, and other languages will be required during the lifetime of this Framework. Tenderers should not infer any guaranteed or minimum level of activity based on this historical data.

4. PROVISION OF INTERPRETERS

4.1 General

The successful Tenderer shall ensure it can deploy competent and appropriately experienced Interpreters in order to fulfil the requirements of Framework Clients as applicable. Please refer to Section 9 for further details pertaining to individual Client requirements.

The successful Tenderer shall ensure that all interpreters assigned to provide Services possess the skills, competence, experience and personal attributes appropriate to the Contract and/or assignment for which they are deployed.

The successful Tenderer shall maintain appropriate recruitment, assessment and quality assurance processes to ensure that interpreters are capable of providing accurate, reliable and professional interpreting services within the environment in which they are assigned.

The successful Tenderer shall be responsible for ensuring that any interpreter it provides possesses the language proficiency, interpreting skills, experience, personal attributes, and professional conduct required to perform the assignment effectively and professionally.

The Contracting Authority and Framework Clients reserve the right to request reasonable evidence demonstrating how the successful Tenderer has assessed and verified the suitability of interpreters assigned to provide the Services.

The Contracting Authority and Framework Clients reserve the right to assess interpreter competency and interpreting accuracy through digital audio recordings and independent quality reviews.

In the event of an interpreter's quality, ability, or integrity being compromised (or being perceived to be compromised) in any way, the Framework Client and/or Contracting Authority shall reserve the right to require the successful Tenderer to cease to deploy that interpreter and replace that person with a person of equivalent experience and expertise.

The successful Tenderer shall ensure that all staff and Interpreters supplying the Services under the Framework (or any Services Contract awarded under the Framework) shall behave in a responsible and professional manner, and shall provide the Services with all due skill, care and diligence.

4.2 Interpreter Language Proficiency

At a minimum, Interpreters provided by the successful Tenderer must have attained the required English language proficiency standard as follows:

All interpreters deployed by the successful Tenderer must have achieved (at minimum) Independent User Level 4/C1 Proficiency standard on the 'Common European Framework of Reference for Languages' ("CEFR"), or equivalent, across all language competences (listening, reading, spoken interaction, spoken production, writing) in English, evidenced by way of an externally validated certificate.

The table below sets out what shall be considered an equivalent level of proficiency:

Level	Description	CEFR	Cambridge ESOL	IELTS	TOEFL Paper/Computer/Internet
Level 0	No Knowledge of English				
Level 1	Elementary Level of English	A2	KET	3.0	400/97/32
Level 2	Low Intermediate level of English	B1	PET	4.0	450/133/45
Level 3	High Intermediate level of English	B2	FCE	5.0	500/173/61
Level 4	Advanced level of English	C1	CAE	6.0	550/213/80
Level 5	Proficient in English	C2	CPE	7.0	600/250/100

CEFR
CAMBRIDGE ESOL
IELTS
TOEFL

Common European Framework of Reference for Languages
Cambridge English Test
International English Language Testing System
Teaching OF English as a Foreign Language

This minimum level of English language proficiency must be maintained for the duration of the Framework or any Services Contract awarded under the Framework.

The successful Tenderer must have a process / methodology of checking and validating language proficiency levels of each Interpreter to ensure that they are true and accurate and meet or exceed the threshold as detailed above during the life of this Framework. The successful Tenderer must also have a process of checking and validating all equivalencies.

Neither the Contracting Authority nor the Framework Client(s) will be responsible for any costs or expenses incurred for the attainment of the language proficiency requirements.

The Contracting Authority and Framework Clients reserve the right at any time to request evidence of an Interpreter's language proficiencies and details of any assessment, checks and validations that have been carried out by the successful Tenderer. The successful Tenderer shall provide such evidence when requested.

4.3 Interpreter Competence

The successful Tenderer shall have documented procedures for assessing interpreter competence before an interpreter is permitted to provide Services under the Framework. Such procedures should include:

- Assessment and verification of language proficiency.
- Assessment of interpreting ability.
- Assessment of communication skills.
- Assessment and verification of relevant assignment experience.
- Assessment of professional conduct and ethical awareness.
- Verification of identity and right to work where applicable.
- Assessment of any Client-specific requirements applicable to the assignment. (Please refer to Section 9 of these Requirements and Specifications)

The successful Tenderer shall maintain records demonstrating the basis upon which interpreters have been deemed suitable to provide Services.

The Contracting Authority and Framework Clients reserve the right at any time to request records of any assessment, checks and validations that have been carried out by the successful Tenderer in this regard. The successful Tenderer shall provide such records when requested.

4.4 Interpreter Experience

The successful Tenderer shall assign interpreters with experience relevant to the nature of the assignment wherever reasonably practicable.

In assessing suitability, the successful Tenderer shall consider factors including:

- Previous interpreting experience.
- Experience within comparable service environments.
- Familiarity with the context of the assignment.
- Ability to communicate effectively with the intended participants.
- Demonstrated reliability and professionalism.

For assignments requiring particular experience, knowledge or sensitivities, the Interpreting Service Provider shall ensure that interpreters possess the additional experience and capabilities necessary to fulfil the assignment effectively.

For example, Framework Clients may have requirements for specific experience working within complex areas of Health and Social Care, Criminal Justice, Judicial, etc

The successful Tenderer must have a process of checking and validating all experience claimed by an Interpreter to ensure that they are true and accurate.

The Contracting Authority or Framework Clients reserves the right at any time to request evidence of an Interpreter's experience and the checks and validations that have been carried out by the successful Tenderer. The successful Tenderer shall provide such evidence when requested.

4.5 Interpreter Knowledge

The successful Tenderer shall ensure that interpreters assigned to Framework Client possess sufficient knowledge and understanding of the context in which they are required to operate.

Depending on the nature of the Contract or assignment, this may include familiarity with relevant terminology, processes, procedures, professional environments and methods of communication commonly encountered within the Framework Client's sector.

The successful Tenderer shall take appropriate steps to ensure that interpreters are suitably matched to assignments having regard to the specialist knowledge and contextual understanding required.

The successful Tenderer shall also ensure that interpreters demonstrate appropriate awareness of cultural, religious, social and gender-related considerations relevant to the assignment. Interpreters shall be capable of facilitating effective communication in a professional, impartial and respectful manner while remaining sensitive to the needs of service users and the operational requirements of the Framework Client.

Where particular knowledge, experience or sensitivities are required for an assignment, the successful Tenderer shall take these requirements into account when selecting and assigning interpreters.

Framework Clients shall reserve the right to require that the successful Tenderer's proposed interpreters undergo training in the business of the Framework Client prior to the commencement of any Contract awarded (e.g. court processes and the court environment.) The responsibility for such training lies with the Framework Client. No payment for travel will be made for attendance at such training.

4.6 Interpreter Availability

Whilst many interpreting assignments will be scheduled in advance by Framework Clients, some Framework Clients operate essential public services and may require access to interpreting services at short notice, outside normal business hours, and on a 24-hour basis. It shall be a matter for Framework Clients to determine the definition of essential public services. Accordingly, the successful Tenderer shall:

- Maintain arrangements to receive and manage requests for interpreting services during normal business hours and, where required by the Framework Client, on a 24 hours per day, 7 days per week, 365 days per year basis.
- Maintain access to a sufficient pool of interpreters across the languages offered to support both scheduled and unscheduled requests for service.
- Be capable of responding to urgent requests for interpreting services, including requests arising outside normal working hours, at weekends, and on public holidays.
- Have appropriate escalation and contingency arrangements in place to address periods of peak demand, interpreter unavailability, or other service disruptions.
- Take all reasonable steps to ensure continuity of service and minimise delays in the provision of interpreting services.

The successful Tenderer shall ensure that the systems, processes and staffing arrangements used to manage interpreter bookings are capable of supporting both routine and urgent service requests and are proportionate to the operational requirements of the Framework Client.

4.7 Security Requirements

Certain Framework Clients may require interpreters to undergo specific security clearance or vetting procedures before being permitted to undertake assignments (e.g. assignment involving children and vulnerable persons, sensitive information, judicial proceedings, etc). This shall be set out by the Framework Client at contract drawdown stage. Such requirements may include, but are not limited to:

- Garda vetting or security clearance.
- Background screening.
- Identity verification.
- Right-to-work verification.
- Confidentiality undertakings.
- Client-specific security or access controls.

The successful Tenderer shall ensure that all interpreters are made aware of, and comply with, the confidentiality, security and information-handling requirements applicable to the assignment and the relevant Framework Client environment.

4.8 Assignment Matching

The successful Tenderer shall have procedures to ensure that interpreters are appropriately matched to the Contract(s) and individual assignments required by the Client.

In assigning interpreters, the successful Tenderer shall take account of factors including:

- Language requirements.
- Complexity of the assignment.
- Technical skill requirements.
- Client environment context and specific terminologies (e.g. Health setting & terminologies, Criminal Justice setting & terminologies, etc)
- Experience.
- Availability.
- Security requirements.
- Confidentiality considerations.
- Cultural, religious, gender or other sensitivities identified by the Framework Client.

The successful Tenderer shall be able to demonstrate the processes used to determine the suitability of interpreters for particular assignments, where requested by the Client.

The successful Tenderer shall be aware that the Framework Client will have full discretion when occasions arise that for political, religious, competence or other reasons, certain interpreters must not be sent to particular assignments.

The successful Tenderer must be cognisant that the Framework Client will have full discretion to stipulate if an interpreter is not to be used for an assignment, for example an interpreter from the local area for a sensitive assignment. The Framework Client will inform the successful Tenderer at the time of booking if this is the case.

4.9 Interpreter Identification

Prior to the commencement of any interpreting assignment, the successful Tenderer shall ensure the Framework Client is provided with the following;

- full name of Interpreter
- a clear up to date photograph, which is of passport quality, of the Interpreter e.g. driving license is acceptable.
- Relevant labour market access permission (www.irishimmigration.ie)
- Confirmation of meeting minimum proficiency requirements for the English language (as stated at Section 4.2)

4.10 Professional and Ethical Standards

The successful Tenderer shall be responsible for ensuring that all interpreters operate in accordance with recognised principles of professional interpreting practice. Interpreters shall:

- Interpret accurately and completely.
- Maintain impartiality and independence.
- Respect confidentiality.
- Avoid conflicts of interest.
- Operate within the limits of their competence.
- Conduct themselves professionally at all times.
- Comply with all applicable policies, procedures and legal requirements of the Client.

At Contract drawdown stage, any interpreter proposed by the successful Tenderer to provide services to a Framework Client shall be required to sign and adhere to the Universal Code of Ethics (provided at Appendix 8 to this RFT).

Additionally, Framework Clients may require that any Interpreter proposed by the successful Tenderer must sign a Client-specific declaration in the form of a Code of Conduct, Code of Ethics, Confidentiality Agreement, or any other form of declaration as to the Interpreter's commitment to professional and ethical standards.

A copy of all such declarations signed by an interpreter must be provided to the relevant Framework Client and a copy retained by the successful Tenderer.

4.11 Interpreter Register for Framework Clients

The successful Tenderer shall establish, maintain and administer an Interpreter Register for each Contract awarded under the Framework.

The purpose of the Interpreter Register is to ensure that Framework Clients have access to a clearly identified pool of interpreters whose competencies, experience and suitability have been assessed by the successful Tenderer against the requirements of the relevant Contract.

The successful Tenderer shall be responsible for maintaining the accuracy, completeness and ongoing suitability of each Interpreter Register throughout the duration of the Contract.

Prior to the commencement of Services, the Framework Client shall provide the successful Tenderer with details of its specific service requirements, including any additional information regarding the nature of the operating environment and any skills, knowledge, experience or competencies that would be advantageous for interpreters providing services under the Contract.

Having regard to these requirements, the successful Tenderer shall identify and propose a pool of interpreters capable of meeting the requirements of the Contract. The proposed interpreters shall be included within an Interpreter Register established specifically for that Framework Client or Contract.

The Interpreter Register shall comprise a sufficient number of interpreters to support the anticipated service requirements of the Framework Client and to facilitate continuity of service in circumstances where individual interpreters become unavailable.

The successful Tenderer shall maintain appropriate records in respect of each interpreter included on an Interpreter Register. Such records shall include, where applicable:

- Interpreter identification details;
- Languages in which the interpreter is competent to provide services;
- Relevant experience and areas of competence;
- Security vetting or clearance status where required;
- Training, professional development and competency assessment records;
- Availability status; and
- Any other information reasonably required by the Framework Client for contract management purposes.

The successful Tenderer shall ensure that all records are maintained in accordance with applicable data protection and confidentiality requirements.

The successful Tenderer shall regularly review the Interpreter Register to ensure that interpreters remain available, competent and suitable for the assignments for which they may be deployed.

Where the successful Tenderer becomes aware of any matter that may affect an interpreter's suitability to provide Services under a Contract, it shall take appropriate action and notify the Framework Client where necessary.

The successful Tenderer shall maintain procedures for monitoring interpreter performance and shall ensure that only interpreters who continue to meet the requirements of the Contract remain active on the Interpreter Register.

The successful Tenderer shall ensure that the Interpreter Register remains sufficiently resourced throughout the term of the Contract. Where operational requirements, service volumes, language requirements or interpreter availability change, the successful Tenderer or the Framework Client may propose the addition, removal or replacement of interpreters.

Any additions or replacements shall be subject to the same assessment, verification and approval processes applied to interpreters originally proposed for the Contract.

The Framework Client reserves the right to request the removal of an interpreter from the Interpreter Register where concerns arise regarding competence, performance, conduct, conflicts of interest, security requirements or any other matter affecting suitability for deployment.

4.12 Interpreter Performance Management

The successful Tenderer shall have systems in place to monitor interpreter performance throughout the duration of the Framework. Such systems shall include:

- Collection of client feedback.
- Investigation of complaints.
- Performance reviews.
- Quality assurance activities.
- Corrective and remedial actions where performance concerns arise.

Where an interpreter is found not to meet the required standard, the successful Tenderer shall take appropriate action, which may include additional support, training, increased monitoring, temporary suspension from assignments or removal from service delivery.

The Framework Clients reserves the right to assess interpreter competency and interpreting accuracy through digital audio recordings and independent quality reviews.

5. MODES OF DELIVERY

The modalities of the spoken language interpreting services required are:

a) **Face-to-Face Interpreting Services**

The Interpreter is physically present in order to allow two parties who do not share a common language to communicate, by converting the spoken language from one language to English enabling listeners and speakers to understand each other. This may entail bi-directional Interpreting, e.g. English language instruction may be required to be translated into the spoken language of a party.

Depending on the Framework Client, the location of face-to-face services will vary. The successful Tenderer shall be capable of deploying interpreters to locations on a nationwide basis.

b) **Telephone Interpreting Services**

The interpreter is not physically present, connects via telephone to the individuals who do not share a common language. The telephone interpreter converts the spoken language from one language to English, enabling listeners and speakers to communicate and/or understand each other. This may entail bi-directional Interpreting, e.g. English language instruction may be required to be translated into the spoken language of a party.

c) **Video Remote Interpreting Services**

The interpreter is not physically present, connects via devices such as web cameras or videophones to the individuals who do not share a common language. The Video Remote Interpreter converts the spoken language from one language to English, enabling listeners and speakers to communicate and/or understand each other. This may entail bidirectional Interpreting, e.g. English language instruction may be required to be translated into the spoken language of a party.

5.1 Technologies Required for Modes of Delivery

5.1.1 Video/Remote Interpreting Services

As well as face to face interpreting and telephone interpreting, the successful Tenderer must offer the use of video/remote interpreting services.

At time of booking the Framework Client will stipulate if the Interpreter is to attend the appointment at a premises (in person) or if they should provide a video/remote appointment.

The successful Tenderer and Interpreters shall ensure its video/remote interpreting services are compatible with common conferencing technology, for example but not limited to, web camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit. A range of video communication may be used across the Public Sector such as Webex, Microsoft Teams, Zoom etc.

The successful Tenderer shall be able to act as the conference / video host where the Framework Client is unable to do so.

The successful Tenderer shall have in place a suitable platform to host video conferences and if necessary, the functionality to integrate into the software platform(s) utilised by the Framework Client organisation.

In instances where the successful Tenderer hosts the video/remote interpreting services, the Framework Client should be able to request recordings of the call. These requests will be made at time of booking or before the video/remote interpreting services appointment commences. All electronic and hard copy versions must be handed over to the Framework Client organisation. The successful Tenderer must ensure that all copies on their system are deleted in accordance Framework Client instructions and the prevailing policies of the respective Framework Client organisations

The successful Tenderer shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any video-based interpreting discussions.

Like face to face, video/remote interpreting services can be of a sensitive or confidential nature and must be carried out in a quiet confidential area.

5.1.2 Telephone Interpreting Services

As well as face to face interpreting and video/remote interpreting, the successful Tenderer must offer the use of telephone interpreting services.

The successful Tenderer shall provide a telephone interpreting service by conference facility via any telephone network, including mobile telephone and public telephone boxes.

The successful Tenderer, interpreters and Framework Client should have all required equipment for their team such as laptop, speaker phone etc. so that a quality connection is maintained throughout the duration of the call, eliminating call drop offs. The interpreter should remain on the call for the full duration.

If call drop offs do occur the successful Tenderer shall make every attempt to re-establish the connection and note within the successful Tenderer's incident log for investigation and rectification. The Framework Client will also report the call drop off and the issue will be monitored.

Calls shall be connected within one (1) minute (maximum) or engagement with an interpreter shall occur within one (1) minute of call. For the avoidance of doubt, this does not mean the successful Tenderer answering the call within 1 minute and then putting the Framework Client on hold.

The successful Tenderer shall have a system in place to record telephone interpreting calls upon request by a Framework Client. It is unlikely that everyday routine calls would be recorded but given the varying need of Framework Clients, this should be agreed upon service commencement. These recordings must be stored securely by the successful Tenderer in accordance Framework Client instructions and the prevailing policies of the respective Framework Client organisations.

The successful Tenderer must have means of identifying and prioritising for action high-priority requests.

Telephone Interpreting services can be of a sensitive or confidential nature and must be carried out in a quiet confidential area. The successful Tenderer must ensure that no music is played whilst on the line during all calls, that no other person is present with the interpreter (unless authorised by the Client), and that ambient sound is kept to a minimum.

The successful Tenderer shall provide a system to have the ability to identify/track/record monitor and report on all services availed of through this Telephone Interpreting Service.

6. BOOKINGS, CANCELLATIONS AND TRAVEL

6.1 Bookings

The successful Tenderer shall operate an efficient, reliable and auditable booking and assignment management service to support the delivery of Interpreting Services to Framework Clients.

The booking service shall be designed to facilitate the timely registration, administration, allocation, monitoring and completion of interpreting assignments across all approved service delivery channels.

The successful Tenderer shall ensure that all booking processes are supported by appropriate systems, procedures and personnel to enable the effective management of both routine and urgent requests for interpreting services.

Tenderers shall note that Framework Clients may prescribe specific SLAs with regard to bookings and response times, which will be addressed by the Framework Clients at contract drawdown stage. Tenderers' attention is drawn to Appendix 6, Schedule D to this RFT in respect of indicative Service Levels which may be refined by Framework Clients at contract drawdown stage.

6.1.1 Booking Channels

The successful Tenderer shall provide multiple methods by which Framework Clients may request interpreting services. As a minimum, the successful Tenderer shall provide access to:

- Telephone booking services;
- Email booking services; and
- An online booking facility.

The booking service shall be easy to use, accessible and capable of supporting the operational requirements of Framework Clients.

The successful Tenderer must be in a position to provide Framework Clients with unique account/authorisation codes or references to meet control requirements. The successful Tenderer may only accept bookings from authorised cost centres and authorised Client staff. All details must be recorded by the successful Tenderer on all paperwork associated with each transaction.

6.1.2 Booking Information

The successful Tenderer shall ensure that sufficient information is obtained at the time of booking to facilitate the assignment of a suitable interpreter. This information may include:

- Framework Client name;
- Contact details of the requestor;
- Date and time of booking;
- Date and time of assignment;
- Location of assignment (where applicable);
- Service delivery mode (face-to-face, telephone or video remote);
- Language required;

- Expected duration of assignment;
- Any known specialist requirements;
- Any relevant security, access or administrative requirements.

The successful Tenderer shall be capable of recording and securely maintaining booking information and assignment records for contract management and audit purposes.

6.1.3 Booking Confirmation

The successful Tenderer shall provide confirmation of bookings to the Framework Client within an appropriate timeframe. Booking confirmations shall include:

- Unique booking reference number;
- Name of the assigned interpreter;
- Date, time and location of the assignment;
- Estimated time of the interpreter's arrival;
- Relevant contact information.

The successful Tenderer must notify the Framework Client of any delays to an interpreter being assigned, and provide regular updates on the status of the booking and the anticipated timeframe for confirmation.

Tenderers shall also note the requirements under Section 4.8 and the information pertaining to the assigned interpreter, which shall be provided to the Framework Client prior to the commencement of any interpreting services.

6.1.4 Urgent and Short-Notice Requests

It is especially important that urgent interpreting requests, at unsociable hours or during public holidays, are effectively registered and managed to ensure that interpreting services are provided in the required time frame.

The successful Tenderer shall maintain arrangements to receive and manage urgent and short-notice requests for interpreting services. The successful Tenderer shall have procedures in place to:

- Prioritise urgent requests;
- Escalate requests where difficulties arise;
- Identify alternative interpreter resources where necessary; and
- Keep Framework Clients informed of progress and anticipated fulfilment times.

6.1.5 Booking Amendments

Framework Clients may request amendments to existing bookings, including changes relating to: date; time; location; mode of delivery; duration; language; or other operational requirements.

The successful Tenderer shall ensure that it has procedures in place to manage booking amendments. Amendments shall be recorded and auditable.

The successful Tenderer shall ensure that booking amendments are processed promptly and that interpreters are notified of changes as soon as possible.

The successful Tenderer shall make all reasonable efforts to accommodate such booking amendments. Framework Clients must be informed of any impacts arising from the amendment e.g. impact on charges, any impact on delivery time, change of interpreter, etc.

6.1.6 Attendance Sheets

A clear audit trail in relation to bookings and attendance is an essential requirement. An attendance sheet must be provided by, and completed by, an interpreter for each and every assignment.

The Framework Client representative will not sign off on the sheet until all Services booked have been completed. The attendance sheet must include the following information at a minimum:

- Booking Reference
- Name of the Service Provider's Company
- Venue
- Name of Interpreter
- Language interpreted and Group language belongs to i.e. specified language or unspecified language.
- Time booked to appear at venue
- Time of arrival at venue (Start Time)
- Time finished interpreting at venue (End Time)

This attendance sheet must be signed by the person nominated by the Framework Client who will retain the original signed sheet. The interpreter must retain a copy of the signed sheet for invoicing purposes. The successful Tenderer shall have a procedure in place for ensuring that attendance sheets are signed by both parties, and that each party receives their relevant copy.

N.B. Failure to complete an attendance sheet may result in non-payment of the assignment by the Framework Client.

6.1.7 Audit Trail

The successful Tenderer shall maintain a complete and accurate audit trail for all interpreting service requests. The audit trail shall include:

- Booking request details;
- Assignment status updates;
- Interpreter allocation details;
- Changes to bookings;
- Attendance records;
- Cancellation records; and
- Assignment completion records.

The successful Tenderer shall ensure that booking records are retained securely and made available to the Framework Client upon request for contract management, audit or performance monitoring purposes.

6.2 Cancellations

The successful Tenderer shall ensure that all cancellations are recorded, processed promptly and communicated to all relevant parties in a timely manner.

The successful Tenderer shall maintain appropriate records of all cancellations for audit, reporting and contract management purposes.

6.2.1 Cancellation by a Framework Client

Framework Clients may cancel a scheduled interpreting assignment at any time. Upon receipt of a cancellation request, the successful Tenderer shall:

- Record the cancellation within its booking management system;
- Confirm receipt of the cancellation to the Framework Client;
- Notify the assigned interpreter as soon as reasonably practicable;
- Update all relevant booking records;

In circumstances where a Framework Client cancels a scheduled appointment and gives the successful Tenderer 36 hours or more written notice of this cancellation no fees will be payable to the successful Tenderer.

In circumstances where a Framework Client cancels a scheduled appointment and gives the successful Tenderer less than 36 hours written notice of this cancellation, the successful Tenderer shall be permitted to charge the Framework Client for 3 hours of fees. In this circumstance, the successful Tenderer must ensure that the individual interpreter(s) designated to provide services in the cancelled scheduled appointment are commensurately and proportionately compensated.

6.2.2 Cancellation by the successful Tenderer

The successful Tenderer shall take all reasonable steps to avoid cancelling confirmed interpreting assignments. Certain Framework Clients operate within statutory, judicial, regulatory, healthcare, emergency response or other time-sensitive environments. The successful Tenderer shall therefore treat the cancellation of confirmed assignments as exceptional circumstances and shall maintain appropriate resource and contingency arrangements to minimise the risk of service disruption.

The successful Tenderer shall maintain procedures and contingency arrangements to support the replacement of interpreters in circumstances where an interpreter becomes unavailable due to illness, emergency, travel disruption or other unforeseen circumstances

Where the successful Tenderer becomes aware that a confirmed assignment cannot be fulfilled by the assigned interpreter, the successful Tenderer shall immediately:

- Notify the Framework Client;
- Identify a suitable replacement interpreter; and
- Take all reasonable measures to minimise disruption to the Framework Client and service user.

If the successful Tenderer must cancel a scheduled interpreting appointment, the successful Tenderer must notify the Framework Client's point of contact in writing 36 hours in advance. Repeated cancellations (greater than 3) of fewer than 36 hours' notice within a rolling one-month period may be considered to be a serious breach with consequences up to and including the termination of the Services Contract.

6.3 Travel

Where face-to-face interpreting services are required, interpreters may be required to travel to locations specified by the Framework Client.

The successful Tenderer shall make all reasonable efforts to deploy interpreters in a manner that promotes efficiency, minimises travel requirements and delivers value for money for Framework Clients.

The successful Tenderer shall maintain sufficient geographical coverage and access to interpreter resources to support the delivery of services throughout the State and shall, wherever reasonably practicable, seek to assign interpreters located within a reasonable travelling distance of the assignment location.

The successful Tenderer shall have procedures in place to ensure that travel and subsistence costs are managed appropriately and incurred only where necessary for the delivery of the Services.

6.3.1 Travel Costs

In the event that the provision of Services requires an interpreter to travel to a specific venue for an assignment, the Framework Client may allow for vouched payment of travel costs (where mileage is applicable this will be at a fixed rate, see below)

Travel expenses are those actual costs an interpreter incurs in travelling to and from an assignment (if applicable), by either public or private transport.

All Framework Clients will require the successful Tenderer to maximise the use of public transport wherever possible in the delivery of the Services.

All travel should be by the shortest practicable routes and by the cheapest practicable mode of conveyance. Return tickets, contract, season or other cost-effective tickets should be used wherever a saving in travelling expenses is secured thereby. Therefore, travel expenses in terms of mileage for use of a private motor vehicle will be paid in addition to hourly rates in respect of Services provided in the following circumstances only:

- Where no suitable public transport (i.e. bus or train) is available
- Where public transport is available at equal or greater expense
- Where the use of public transport would result in the delay of the interpreter arriving at the scheduled time, which it is necessary to avoid.

Where mileage is applicable and is agreed in advance with the Framework Client, the AA Route Planner Mileage Calculator will be used as the basis for such calculations (www.theaa.ie).

Mileage will be paid at a rate of €0.4180 per kilometre. All travel must be expressly agreed in advance with the Framework Client. Protocols for the approval of travel expenses will be agreed

prior to the commencement of any services contract with the Framework Client and the successful Tenderer.

No payment will be made for travel time.

The Contracting Authority reserves the right to alter the mileage rate payable in line with amendments in the prevailing Civil Services Motoring Rates, although no such guarantee exists that an alteration will occur in the event of the Civil Services Motoring Rates being amended.

The successful Tenderer shall ensure that any claim for approved travel is supported by appropriate records and evidence.

Framework Clients reserve the right to refuse payment of travel costs that have not been approved in advance or which are not supported by appropriate records and evidence.

These expenses must be expressly agreed in advance with the Framework Client. Protocols for the approval of such expenses will be agreed prior to the commencement of any contract awarded with the Framework Client and the successful tenderer. No payment will be made for subsistence. No payment will be made for travel time.

6.3.2 Records and Audit

The successful Tenderer shall maintain accurate records of all travel expenses claimed in connection with the delivery of the Services.

Such records shall be made available to the Contracting Authority or Framework Client upon reasonable request for audit, verification, contract management or financial control purposes.

The successful Tenderer shall ensure that all travel charges are separately identifiable within invoices and management information reports.

7. DATA STORAGE AND DATA PROTECTION

7.1 Data Storage

The successful Tenderer shall implement and maintain appropriate technical and organisational measures to ensure the secure storage, management, retention, retrieval and disposal of all information and data associated with the delivery of the Services.

All information, records and documents relating to the Services shall be stored in a manner that protects their confidentiality, integrity, availability and resilience throughout their lifecycle.

The successful Tenderer shall ensure that all systems used in the delivery of the Services are appropriately designed, managed and maintained to safeguard information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access or corruption.

The successful Tenderer shall maintain information security policies, procedures and controls appropriate to the nature, volume and sensitivity of the information processed in connection with the Services.

Access to information shall be restricted to authorised personnel on the basis of least privilege required, who require access for the proper performance of their duties and shall be controlled through appropriate authentication, access management and user permission arrangements.

The successful Tenderer shall maintain appropriate system monitoring, audit logging and security measures to detect, investigate and respond to unauthorised access attempts, security incidents and system vulnerabilities.

The successful Tenderer shall ensure that all electronic records and information associated with the Services are stored using secure systems and infrastructure appropriate to the sensitivity of the information being processed.

Where cloud-based services or third-party hosting arrangements are utilised, the successful Tenderer shall remain fully responsible for ensuring compliance with all data security obligations. Data must be stored within the European Economic Area (EEA) or in a jurisdiction recognised by the European Commission as having an adequate level of protection.

Information shall only be retained for as long as necessary to fulfil contractual, legal, regulatory or operational requirements and shall thereafter be securely destroyed, deleted or anonymised as appropriate.

Where requested by a Framework Client, the successful Tenderer shall return, transfer or securely destroy information in accordance with the instructions of the Framework Client. Absent a request by a Framework Client, the successful Tenderer shall, in any event, seek direction from the Framework Client in respect of the return, transfer or secure destruction of information at the conclusion of the Services Contract.

The successful Tenderer shall maintain appropriate backup, recovery and business continuity arrangements to ensure that information and records can be recovered in the event of system failure, cyber security incidents, human error, equipment malfunction or other operational disruptions. Such arrangements shall be regularly reviewed and tested to ensure their continued effectiveness.

7.2 Data Protection

The successful Tenderer shall comply with all applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Data Protection Act 2018 and any other applicable Irish and European Union legislation relating to the protection and processing of personal data.

The successful Tenderer shall ensure that all processing of personal data undertaken in connection with the Services is lawful, fair and transparent and carried out only for legitimate and authorised purposes.

The successful Tenderer shall only process personal data to the extent necessary for the performance of the Services and in accordance with the instructions of the relevant Framework Client where applicable.

The successful Tenderer shall implement measures to ensure that personal data is accurate, protected from unauthorised access and only accessible to those persons who require such access in connection with the delivery of the Services.

The successful Tenderer shall ensure that all personnel involved in the delivery of the Services are aware of and comply with their data protection obligations.

The successful Tenderer shall ensure that all employees, agents, subcontractors and interpreters involved in the delivery of the Services are subject to appropriate confidentiality obligations and are instructed regarding the proper handling of confidential and personal information.

Personal data and confidential information obtained during the delivery of the Services shall not be disclosed to any unauthorised third party except where required by law or expressly authorised by the relevant Framework Client.

The successful Tenderer shall maintain appropriate data protection policies, procedures and governance arrangements to support compliance with applicable data protection legislation.

The successful Tenderer shall ensure that personnel involved in the provision of the Services receive appropriate and regular data protection and information security training relevant to their role and responsibilities.

The successful Tenderer shall maintain procedures for identifying, reporting, managing and investigating personal data breaches and information security incidents.

Where a personal data breach or security incident relating to the Services occurs, notwithstanding the successful Tenderer's obligations at law, the successful Tenderer shall notify the relevant Framework Client without undue delay and shall cooperate fully in the investigation, mitigation and remediation of the incident.

The successful Tenderer shall not transfer personal data outside the European Economic Area (EEA) or to any jurisdiction not recognised as providing an adequate level of protection unless otherwise approved in writing by the relevant Framework Client.

A Client-specific Data Processing Agreement may be issued at contract drawdown stage, as some clients may require stronger controls than those set out in this general Framework specification.

8. SERVICE MANAGEMENT AND ADMINISTRATION

The successful Tenderer shall provide a fully managed interpreting service and shall be responsible for the effective administration, coordination, monitoring and continuous improvement of the Services throughout the term of the Framework and any resulting Contracts.

The successful Tenderer shall maintain the organisational capability, personnel, systems, processes and controls necessary to ensure the consistent delivery of reliable, responsive and high-quality interpreting services to Framework Clients.

8.1 Key Account Manager

The successful Tenderer shall nominate a dedicated Key Account Manager (KAM). The Key Account manager will be deemed a member of the senior management of the successful Tenderer's organisation and must have over 5 years' Key Account Management experience in an interpreting service setting.

This person will act as the main point of contact with the Contracting Authority and Framework Clients for all matters related to the operation of the Framework and Services delivered under the Framework.

The proposed KAM must have experience of managing a cohort of industry standard interpreters in delivering the Services as required by the Framework Clients outlined in this RFT. The Key Account Manager will be responsible for:

- Developing a solid and trusting relationship with Framework Clients.
- Developing a complete understanding of Key Account needs, anticipating key account changes.
- Managing communication channels between the Framework Clients and the successful Tenderer.
- Respond promptly to service-related enquiries and issues.
- Managing teams/interpreters who are responsible for the delivery of the Services to the Framework Client(s).
- Meeting all Framework Client needs and deliverables in accordance with agreed timelines.
- Assigning competent interpreters to the correct assignment and ensuring all interpreters meet the requirements of the RFT.
- Developing continuous training strategies for interpreters.
- Identifying language skill deficiency in an interpreter and ensuring only suitable interpreters are assigned to any of the Framework Clients for the duration of the Framework Contract.
- Identifying gaps across key languages within their organisation and where new interpreters are employed by their organisation ensuring all the required approvals are in place before any interpreters are assigned to a Framework Client.

The KAM will have overall responsibility to put in place with each Framework Client a schedule of periodic meetings agreed in advance with the Framework Client (e.g. monthly face to face contract review meetings, quarterly framework review meetings). The KAM will be responsible for the preparation of the agenda and supporting documents for these meetings, e.g. statistical information, complaints register and any other information deemed relevant by the Contracting Authority and the Framework Clients. The content of these periodic review meetings will be to report on and check the performance of the successful Tenderer, review invoices and agree mechanisms to address invoices

anomalies, resolve any issues which have not been dealt with on a day to day basis, business opportunities and potential innovative solutions.

The KAM will be responsible for ensuring that performance of the Services does not fall below the agreed service levels specified by the Framework Client. In the event that performance falls below the agreed service levels then the Key Account Manager must ensure appropriate resources are committed promptly at no extra cost to the Framework Client. The successful Tenderer will immediately provide the Framework Client with a written report whenever the Service falls below the required level and the remediation measures that have been put in place to prevent a re-occurrence.

The KAM shall deliver and communicate clearly and transparently the pricing to the Framework Client(s) and will provide (when requested);

- (a) A written recommendation report every quarter, outlining where and how Framework Clients can effectively achieve any incremental savings.
- (b) A written performance report addressing Key Performance Indicators and/or Service Levels.
- (c) A proactive and quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and future plans for continuous improvement.

To ensure continuity of service, the successful Tenderer shall also nominate a Deputy Key Account Manager (DKAM) to cover periods of unavailability and absence of the KAM. This DKAM must be familiar with all aspects of the Services and have equal expertise and experience of the KAM. The successful Tenderer must outline their continuity plan to cover annual leave or any other (un)planned absence by both the KAM and the Deputy KAM.

The KAM and DKAM will be regarded as “Key Personnel” as defined at Appendix 5, Schedule A, paragraph 2, of this RFT.

Note: For some Framework Clients, such as (but not limited to) The Courts Service and An Garda Síochána: Because of the 24 hour a day / 365 days per year nature of the services required, the KAM or a named deputy must be directly available by phone at all times.

8.2 Service Co-ordination

The successful Tenderer shall be responsible for the effective coordination and administration of all interpreting assignments from the point of booking through to completion of the assignment. The successful Tenderer shall ensure that booking requests are received, recorded, processed and managed in a timely and professional manner and that Framework Clients are kept informed throughout the assignment lifecycle where necessary.

The successful Tenderer shall have robust procedures in place to ensure that suitably competent interpreters are assigned to individual requests, taking account of factors such as language requirements, availability, assignment complexity, location, mode of delivery and any client-specific requirements. Assignment allocation processes shall be designed to support service quality, continuity and reliability.

The successful Tenderer shall actively monitor assignments to ensure that services are delivered as requested and that any issues affecting service delivery are identified and addressed promptly. This shall include monitoring interpreter attendance, assignment fulfilment and adherence to any agreed service levels.

The successful Tenderer shall maintain arrangements for managing changes to assignments, including amendments to dates, times, locations, languages or modes of delivery. Procedures shall also be in place to manage cancellations efficiently and to communicate any changes to all affected parties without unnecessary delay.

The successful Tenderer shall maintain effective oversight of interpreter availability and resource capacity to ensure that sufficient interpreter resources are available to meet anticipated demand. Appropriate contingency arrangements shall be maintained to support service continuity in circumstances where an assigned interpreter becomes unavailable or where demand exceeds normal operational levels.

The successful Tenderer shall also maintain appropriate escalation procedures for the management of urgent requests, service failures, interpreter non-attendance and other operational issues. Such procedures shall be designed to minimise disruption to Framework Clients and ensure that service issues are resolved in a timely and effective manner.

8.3 Management Information Reporting

The successful Tenderer shall maintain accurate and up-to-date records relating to the delivery of the Services.

The successful Tenderer shall ensure that all management information is accurate, complete and capable of supporting contract management, audit and reporting requirements.

The successful Tenderer shall provide management information reports to both the Contracting Authority and Framework Clients as required throughout the duration of the Framework and any resulting contracts.

8.3.1 Framework Level Reporting (Contracting Authority)

The successful Tenderer shall provide consolidated Framework-level management information to the Contracting Authority for the purpose of monitoring Framework utilisation, demand trends and expenditure across all Framework Clients.

Framework-level reports shall provide an overview of services delivered under the Framework and may include information relating to:

- Framework spend and expenditure by Client. (Quarterly)
- Number and volume of interpreting assignments delivered. (When requested)
- Number of minutes of interpreting assignments delivered. (When requested)
- Service utilisation by delivery channel, including face-to-face, telephone and video remote interpreting. (When requested)
- Language demand and usage trends. (When requested)
- Distribution of assignments by Framework Client sector. (When requested)

The Contracting Authority reserves the right to amend its reporting requirements and request ad-hoc reports during the term of the Framework in order to support governance, audit, procurement planning, public expenditure reporting or other legitimate business requirements.

8.3.2 Contract Level Reporting (Framework Clients)

The successful Tenderer shall provide client-specific management information to individual Framework Clients to support the effective management of contracts awarded under the Framework.

Contract-level reporting shall provide detailed information relating to the services delivered to the Framework Client and shall support operational, financial and performance management activities.

Framework Clients will refine their Management Information Reporting requirements (including reporting frequency and report formats) at contract drawdown stage. Such reporting may include, but is not limited to:

- Assignment volumes and activity levels.
- Languages requested and utilised.
- Service delivery methods utilised.
- Assignment locations.
- Response times and fulfilment rates.
- Interpreter utilisation.
- Cancellation and non-attendance rates.
- Complaints, incidents and service issues.
- Quality assurance activities.
- Expenditure, invoice summaries and budget information.
- Trends, risks and service improvement opportunities.
- Service performance information and achievement of key service levels.

The successful Tenderer shall work collaboratively with each Framework Client to ensure that reporting arrangements meet the reasonable contract management requirements of that client.

The Framework Client shall reserve the right to amend its reporting requirements during the term of the contract and request ad-hoc reports.

The successful Tenderer shall ensure that all management information is accurate, complete and capable of supporting contract management, audit and reporting requirements.

8.4 Financial Administration and Invoicing

The successful Tenderer shall maintain robust financial administration and invoicing arrangements to support the efficient management of expenditure and ensure that Framework Clients receive accurate, transparent and timely invoices. Appropriate financial controls shall be maintained throughout the duration of the Framework to support effective contract management and audit requirements.

The successful Tenderer shall issue invoices in accordance with the requirements of the relevant Contract and any specific invoicing arrangements agreed with the Framework Client. Invoices shall be

submitted within the timescales specified by the Framework Client and shall contain sufficient detail to enable the services provided and associated charges to be clearly identified.

Most Framework Clients will require that invoices are submitted on a monthly basis but other arrangements may also be required. Framework Clients reserve the right to adjust or change their booking and accounting systems as necessary and the successful Tenderer will be required to accommodate such changes at no additional cost. Some Framework Clients may accept electronic invoices but some will require hard copy invoices. Payment will be made by electronic funds transfer (EFT) in most cases, however, some Framework Clients may wish to make payment by purchase card and the successful Tenderer must be capable of receiving such payments. The successful Tenderer must be able to provide detailed documentation, on a per interpreting assignment request basis, showing the following details:

- Booking Reference Number
- Customer Name and Contact Details
- Customer's Agency / Division and Cost Centre or other Code
- Name of Interpreter
- Date and Time of Booking
- Date, Time and Duration of Interpreting in minutes
- Language interpreted and Group language belongs to i.e. specified language or unspecified language.
- Interpreting Charge - including separate breakdown of any allowable travel expenses

The successful Tenderer shall maintain a clear and auditable link between booking requests, interpreter assignments, attendance records and invoices.

The successful Tenderer shall provide sufficient supporting information to enable Framework Clients to verify invoices and reconcile expenditure. This information may include booking references, assignment details, attendance sheets, dates and times of service delivery, interpreter details, service delivery method, duration of assignments and any approved expenses incurred.

The successful Tenderer shall maintain procedures for the prompt investigation and resolution of invoicing queries, discrepancies or disputed charges. Any errors identified shall be corrected without undue delay, and the successful Tenderer shall take appropriate steps to prevent similar issues occurring in the future.

Invoicing arrangements must facilitate checking of expenditure on a per interpreting assignment basis. The successful Tenderer must have invoicing systems capable of meeting the varied billing requirements of the Framework Clients who may use the Services. Most Framework Clients will require that invoices are submitted on a monthly basis but other arrangements may also be required. Framework Clients reserve the right to adjust or change their booking and accounting systems as necessary and the successful Tenderer will be required to accommodate such changes at no additional cost. Some Framework Clients may accept electronic invoices but most will require hard copy invoices. Payment will be made by electronic funds transfer (EFT) in most cases, however, some Framework Clients may wish to make payment by purchase card and the successful Tenderer must be capable of receiving such payments. The successful Tenderer must be able to provide detailed documentation, on a per interpreting assignment request basis to ensure transparent verification by the Framework Client of the invoices submitted.

8.5 Complaints Management

The successful Tenderer shall maintain documented procedures for the recording, investigation, management and resolution of complaints. The complaints management process shall:

- Be transparent and auditable.
- Facilitate the timely resolution of complaints.
- Identify underlying causes of complaints.
- Support corrective and preventative actions.
- Provide appropriate feedback to Framework Clients.

The successful Tenderer shall monitor complaint trends and use complaint information to support continuous service improvement.

Complaints are to be systematically recorded by the successful Tenderer and reported to Framework Clients. The successful Tenderer must:

- Assign an individual for complaints management, who is responsible within the organisation for addressing all complaints received and will work directly with the KAM to manage the resolution of complaints / issues, outline and implement corrective actions.
- Have robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- Have a clearly defined complaints procedure which sets out timescales of the action that will be taken and include timescales of when matters should be escalated. As a minimum, complaints must be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or by agreement with the Framework Client.
- Ensure that any complaints received directly from a Framework Client that relate to problems encountered during an assignment are dealt with as a matter of priority and seek to minimise the disruption caused. Types of complaints that shall be supported in this way include, but is not limited to:
 - Interpreter not arriving at venue.
 - Interpreter not on telephone call.
 - Required level or suitability of interpreter not provided.
 - Interpreter incompetence.
 - Interpreter not impartial.
 - Interpreter very difficult to understand.
 - Interpreter behaviour is unprofessional.
- Acknowledge complaints made by a Framework Client within 24 hours or an agreed timeframe, with details of the complaint being received. Thereafter updates on resolution of the complaint should be made by the Key Account Manager to the framework client at regular intervals, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.
- Provide comprehensive complaints management report on all complaints to Framework Clients on a monthly basis or as requested by a Framework Client. These reports shall include the date on which the complaint was received and resolved, complainant contact details, the

nature of the complaint and actions agreed and taken to resolve the complaint. Framework Client(s) will more specifically define any additional requirement at drawdown.

- Review periodically the level and nature of complaints that arise and the proposed corrective action(s) taken as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than 3 months, in collaboration with the Framework Client.
- Note that three or more failures to effectively deal with repeat complaints within a three-month period will be considered a breach of contract and may lead to the termination of the Contract.

8.6 Quality Assurance

The successful Tenderer shall operate and maintain a documented quality assurance system designed to support the consistent delivery of accurate, reliable and professional interpreting services throughout the term of the Framework and any Contract awarded under it.

The successful Tenderer shall have procedures in place for the assessment and approval of interpreters prior to their deployment on assignments. These procedures shall provide assurance that interpreters possess the language skills, experience, professional conduct and competencies necessary to perform the assignments for which they are engaged.

The successful Tenderer shall implement ongoing arrangements for monitoring interpreter performance to ensure that service standards are maintained throughout the duration of the Framework.

The successful Tenderer shall maintain documented procedures for the recording, investigation and resolution of complaints relating to the quality of the Services. Quality concerns and complaints shall be reviewed in a timely manner and used to identify opportunities for service improvement and the prevention of recurring issues.

The successful Tenderer shall undertake periodic reviews of its service delivery arrangements to assess compliance with contractual requirements, identify areas of risk and evaluate service performance. The findings of such reviews shall be used to inform service enhancements and continuous improvement initiatives.

Where quality issues, service deficiencies or performance concerns are identified, the successful Tenderer shall implement appropriate corrective and preventative measures. The successful Tenderer shall maintain records of such actions and monitor their effectiveness in addressing the underlying causes of the issue.

The successful Tenderer shall demonstrate a commitment to continuous improvement and shall regularly review its policies, procedures, systems and working practices to support the ongoing development of the Services and the achievement of positive outcomes for Framework Clients and service users.

8.7 Business Continuity and Resilience

The successful Tenderer shall maintain appropriate business continuity and contingency arrangements to support the uninterrupted delivery of the Services. Such arrangements shall address potential risks including system failures, resource shortages, cyber security incidents and other operational disruptions. The successful Tenderer shall take all reasonable steps to minimise any adverse impact on Framework Clients and ensure continuity of service.

8.8 Health and Safety

The successful Tenderer shall ensure that the prevailing Health and Safety legislation applies to both the physical and psychological health of their Interpreters and that their organisation's Health and Safety policy shall cover this. The successful Tenderer shall have a 'duty of care' to protect psychological as well as physical health and to act in a reasonable manner in the light of what is known about psychological reactions to traumatic events.

The successful Tenderer must have standard operating procedures in place to assist Interpreters who have conducted a difficult or traumatic assignment – that provides access to appropriate aftercare for interpreters e.g. access to counselling services.

The successful Tenderer shall have processes in place where after an interpreting assignment the interpreter shall, where feasible and appropriate have access to a relevant party in the organisation to:

- Provide a debrief of their assignment.
- Report critical incidents to a manager within their organisation.
- Produce the relevant expenses documentation.
- Engage in appropriate self-care to prevent burn-out and/or secondary trauma.
- Report any risk of fatigue, burnout or secondary trauma arising from the circumstances of the assignment.

8.9 Equality

The successful Tenderer must conform to and demonstrate compliance with all equality legislation and where relevant the equality and diversity policies of each Framework Client.

8.10 Protected Disclosure

The successful Tenderer must have in place a policy and/or procedure that enables their own interpreting staff and/or contractors and other members of their organisation to voice concerns in a responsible and effective manner.

This includes where interpreting staff member and/or contractor and/or other members of their organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation.

The successful Tenderer's policy and/or procedure shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy must include:

- Details of the Protected Disclosures Act 2014 and Protected Disclosures (Amendment) Act 2022, which gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.
- Details of a prescribed person or body if an individual feels they cannot go to their employer.

9. FRAMEWORK CLIENT REQUIREMENTS

Framework Clients may award call-off contracts to Framework Members (Service Providers) on the basis of a rotational drawdown mechanism. Tenderers should refer to the procedure for award of contracts as set out in Appendix 5, Paragraph 5 of this RFT.

Notwithstanding any of the General Requirements set out in this Appendix 1, Framework Clients will further refine their requirements at contract drawdown stage.

Where a Framework Client has a requirement to award a Contract for Interpreting Services it shall engage with whatever Framework Member is next in the rotation with a view to awarding a Contract, subject to acceptance by the Framework Member that it has capacity and resources to meet the Client's requirements.

On such occasions, Framework Clients will refine their scope of requirements by issuing the relevant Framework Member with a 'Service Request Form'. A copy of the 'Service Request Form' is available at Appendix 5, 'Annex 2 To The Framework Agreement' of this RFT. Framework Clients may refine their scope of requirements in relation to, but not limited to:

- Language requirements
- Modes of delivery
- Possible locations for face-to-face interpreting
- Service Level requirements
- Reporting requirements
- Security Requirements
- Insurance Requirements
- Tax Clearance Verification
- Data Processing Requirements
- Alignment of Interpreters to sectoral needs.

9.1 Profile of Interpreters

Framework Clients may, where they consider it beneficial, provide additional information regarding the nature of the operating environment and any skills, knowledge, experience or competencies that would be advantageous for interpreters providing services under the Contract.

Such information is intended to assist the successful Tenderer in identifying and assigning interpreters who are best suited to the Framework Client's particular requirements.

Relevant considerations may include, but are not limited to, familiarity with sector-specific terminology, interpreting modes and techniques, professional and ethical requirements, operational processes and procedures, cultural or religious sensitivities, gender-related considerations, and any other contextual factors relevant to the effective delivery of the Services.

The successful Tenderer shall take account of any such information when proposing and assigning interpreters and shall use it to support the effective matching of interpreters to assignments.

For example, a client like An Garda Síochána, may benefit from interpreters with competence in delivering services within a criminal justice, investigative, custody and emergency-response environment, in addition to their linguistic competence. However, the Courts Service may benefit from

interpreters who can operate within a highly structured judicial environment governed by strict evidential and procedural rules and have excellent knowledge of legal terminologies.

The Service Provider must review the Client's specific interpreter profiles (where provided) and ensure that any interpreter it proposes to assign to the Contract meets with the particular competency profile set out by the Client.

The Client may describe an interpreter profile in its 'Service Request Form' using the following headings:

- Core Competency 1 – Language Competency
- Core Competency 2 – Technical Skills & Techniques
- Core Competency 3 – Client-specific context & environment

9.1.1 Core Competency 1 – Language Proficiency

This competency corresponds with the minimum language proficiency levels set out at Section 4.2 of this RFT, which applies to all interpreters provided under the framework. This competency may not be further refined by the Framework Client.

The Service Provider must self-declare that all interpreters it proposes to provide to the Client will comply with the minimum language proficiency levels.

9.1.2 Core Competency 2 – Technical Skills & Techniques

This competency relates to the particular technical skills and techniques that the Framework Client may desire of interpreters performing in the Client's operating environment. This shall be further refined by the Framework Client at contract drawdown stage.

Such technical skills and techniques may include (but not be limited to) note-taking techniques, interpreting modes, equipment proficiency, etc.

The Service Provider must self-declare at contract drawdown stage that all interpreters it proposes to provide to the Client will be suitable with regard to the particular technical skills and techniques set out by the Client.

9.1.3 Core Competency 3 – Client-specific Context & Environment

This competency relates to the specialist sector knowledge and understanding of the specific operational environment. This shall be further refined by the Framework Client at contract drawdown stage.

The Client will set out the specific context and environment it operates in. The Framework Client may desire interpreters to be competent in certain terminologies, operating in particular settings or locations, dealing with certain types of people, awareness of procedures, out-of-hours availability, etc

The Service Provider must self-declare at contract drawdown stage that all interpreters it proposes to provide to the Client will be suitable with regard to the specialist sector knowledge and understanding of the specific operational environment.

It shall be a matter for the successful Tenderer to offer interpreters that are most suitable with regard to the client-specific interpreter profile set out by the Framework Client at contract drawdown stage.

The successful Tenderer shall establish, maintain and administer an Interpreter Register for each Contract awarded under the Framework. Please refer to Section 4.11 for full details pertaining to the Interpreter Register.

9.2 Key Clients

The Framework is intended to support a diverse range of Public Sector Bodies (Framework Clients), each of which may operate within different legislative, regulatory, operational and service delivery environments.

While the general requirements of the Framework apply to all Framework Clients, certain organisations may have particular preferences for interpreters to possess certain skills, knowledge, experience or awareness relevant to the environment in which the Services will be delivered.

This section provides illustrative examples of the specific and nuanced requirements of certain high-volume Framework Clients. The requirements described are intended to assist Tenderers in understanding the types of competencies, knowledge and operational considerations that may be described under individual contracts. Similar client-specific requirements may be developed by other Framework Clients at contract award stage, provided that such requirements remain within the scope of the Framework and are consistent with its overall objectives and requirements.

9.2.1 Key Client – The Courts Service

Core Competency 1: Language Proficiency

All interpreters must have achieved (at minimum) Independent User Level 4/C1 Proficiency standard on the ‘Common European Framework of Reference for Languages’ (“CEFR”), or equivalent, across all language competences (listening, reading, spoken interaction, spoken production, writing) in English, evidenced by way of an externally validated certificate.

Core Competency 2: Technical Skills & Techniques

Interpreting Modes

The Interpreting services required by the Courts Service is Consecutive Interpreting. That is, where the speaker states a few phrases and then pauses while the interpreter interprets. Consecutive interpreting is bidirectional. For this reason, it is helpful to ask witnesses and all other parties addressing the Court to keep their statements as short and precise as possible. Simultaneous interpreting is, generally, not feasible in a courtroom for a variety of reasons including the need to install soundproof interpreters’ booths.

Interpreting services required by the Courts Service have heretofore been face-to-face in the courtroom. The Courts Service will also require telephone/ video/remote interpreting services. It is envisaged that this service will not be as frequent as requests for face-to-face courtroom interpreting, but the Courts Service has extended its capacity for video remote technology throughout its estate nationwide and is equipped to deal with video/ remote interpreting.

Both face-to-face and telephone /video/remote services must be available on a 24- hour basis, 365 days per year.

Tenderers must provide a secure dedicated number with conference call capability. The service must be capable of being accessed throughout the country, must be capable of being recorded and must be confidential.

The Services must be performed to a standard of quality which will meet the requirements of due process in the particular proceedings being interpreted.

The Courts Service should be able to select mode of interpreting on a booking platform. Bookings can only be made by the Courts Service on instruction from the Judiciary.

Formal requirements of the interpreter include but not limited to the interpreting of sworn testimony by defendants and witnesses, submissions by lawyers, announcements by court registrars (including but not limited to arraignments of accused persons) and judges' directions and rulings.

All modes and rates of interpreting will be available in all languages across all Jurisdictions and all regions as requested by the Courts Service regardless of the nature of the case requiring interpreting.

Technical Accuracy

Ability to deliver complete and faithful renditions without omission, distortion, or addition. Provide precise and accurate oral translation of the spoken word to enable effective communication and not to omit, add to, or offer an opinion on anything stated during the hearing.

The interpreter's role is to provide a channel of communication (including words, culture and emotions).

The interpreter will interpret as faithfully and precisely as possible without additions, omissions or modifications.

If a literal translation appears to be impossible, it may be necessary for the interpreter to paraphrase to facilitate good comprehension.

The interpreter's role is neutral. The interpreter may not engage in any conversation with parties during the hearing.

The interpreter is bound by a duty of confidentiality and is not allowed to disclose, discuss, use, or pass to any other persons any information gathered while performing his/her functions. If ties exist (or appear to exist) between the interpreter and the parties to a case or if a conflict of interest is involved, this must be reported to the Court by the interpreter / interpreting company as soon as possible.

The successful Tenderer must advise the Framework Client immediately if they believe any conflict of interest exists (or may appear to exist), will exist or has arisen regarding an interpreting assignment. If this arises during court proceedings, the interpreter must inform the judge/Court registrar immediately. A conflict of interest could be, but is not limited to, the interpreter being a party/having been a party in a case before the courts (either criminal, civil or family).

In the operational delivery of interpreting services, the interpreters' client is the Judge, the Registrar, and/or any member of staff of the Courts Service. For the purposes of this Protocol, any party to a case, solicitors, barristers, member of An Garda Síochána, witness or any other party, is not considered to be the interpreter's client/service user.

Interpreters will observe punctuality; introduce themselves to the Registrar before the start of proceedings and display their Company badge or electronic ID with their photograph at all times.

Interpreters will not give any opinions or volunteer any information, even if asked to do so. Their sole role is to provide interpreting services and countersign an attendance record for the Court Registrar to verify their attendance.

Note-Taking Techniques

Interpreters may take notes during their assignments to guarantee accuracy, help remind themselves of details (dates, figures, etc) and as an aid to memory.

Taking notes is a singularly individual exercise. Therefore, some interpreters do not take notes. Interpreters are instructed to destroy their notes after each case. These notes do not constitute legal documents, nor should they be used as evidence at any stage.

Ethics & Professional Standards

The successful Tenderer will not use interpreters in the Courts who have not received security clearance from An Garda Síochána.

All information and documents obtained during the provision of services will remain strictly confidential and will not be provided to any third party. Additionally, any documents provided to any interpreter in the course of providing interpreting services within the courtroom or its precincts will not be removed from the precincts of the Court and will be returned to the Court Registrar on completion of the specific interpreting

service. In this regard all persons involved in the provision of interpreting services will be required to sign a confidentiality agreement.

All documents provided to the service provider or generated as a result of instructions to him/her will belong to the Courts Service and will be handed over at the request of the Courts Service.

All interpreters who provide Interpreting Services to the Court Service are required to take an oath of affirmation that they will faithfully and accurately interpret the proceedings in court and be subject to the direction of the judge.

Interpreters will translate swear words accurately and literally and will, as far is possible, endeavour to reflect the emotion/tone of the person they are interpreting for. They will remain in Court until all cases requiring his/her services are disposed of. Interpreters will dress appropriately for appearance in court and will not communicate with the witnesses or defendants other than to interpret.

Quality Control

The quality and efficiency of the Services provided will be closely monitored by the Courts Service, in some instances Digital Audio Recording may be used for this purpose.

The successful Tenderer's capacity to provide a high level of quality control and contract management is a key requirement. The successful Tenderer must be in a position to ensure that a high quality timely and complete interpreting service will be provided for the duration of the contract. Responsibility for the provision of such a quality service will rest with the successful Tenderer.

Any problems that may arise with individual personnel providing Services under this contract must be dealt with by the successful Tenderer. However, the Courts Service reserves the right to refuse to use individuals at short notice in the event of misbehaviour, breach of security or confidentiality, non-adherence to standards or serious incompetence. The Courts Service may request the successful Tenderer to provide documentary proof, that meets its reasonable satisfaction, of any claimed evidence of the quality of the Interpreting Resources.

Core Competency 3: Client-specific Context & Environment

Interpreting Services are required by all Court Jurisdictions in all locations and regions; and the Courts Service reserves the right to vary this list of locations within each Region as its operational requirements dictate. The Courts Service require a Managed

Interpreting Service for all languages in all Regions & court jurisdictions. Tenderers are referred to the following link for an indicative example as to the breadth and spread of Court Service locations across Ireland. Tenderers should note that the locations contained within this link are not exhaustive and may vary in line with Court Service requirements. No reliance may be placed by Tenderers upon these locations and no commitment or undertaking is being offered by either the Contracting Authority or the Courts Service. <https://www.courts.ie/offices/>

No level of work is guaranteed to the successful Tenderer. No commitment is given, nor shall same be implied, that any specific number of interpreting requests will be received from court offices; the number – if any - may increase or decrease as required by the Courts Service.

The provision of a high availability and reliable interpreter booking system is critical to the delivery of an efficient and effective Services system. Failure of the booking system will inevitably result in disruption to the administration of justice in all locations and court jurisdictions and adverse publicity for the Courts Service. The Courts Service will agree response times required. Repeated or sustained failure to comply with the response times specified in the framework will be considered a serious breach of contract.

9.2.2 Key Client – An Garda Síochána

Core Competency 1: Language Proficiency

All interpreters must have achieved (at minimum) Independent User Level 4/C1 Proficiency standard on the ‘Common European Framework of Reference for Languages’ (“CEFR”), or equivalent, across all language competences (listening, reading, spoken interaction, spoken production, writing) in English, evidenced by way of an externally validated certificate.

Core Competency 2: Technical Skills & Techniques

Interpreting Modes

The Interpreting Services required by An Garda Síochána comprise both Face-to-Face / On-Site Interpreting Services and Telephone Interpreting Services. Services must be available on a 24-hour basis, 365 days per year. There may also be a requirement for the interpreting of phone recordings and also of audio tapes.

Technical Accuracy

Ability to deliver complete, accurate and faithful interpreting without omission, distortion, addition or modification. Interpreters must act solely as a communication channel.

Operational Flexibility and Deployment

Interpreters must be available to attend assignments at any Garda station, Garda facility, Court venue or other designated location throughout Ireland.

Ethics and Professional Standards

Only interpreters who have received security clearance from An Garda Síochána may be deployed. All information and documentation must remain strictly confidential.

Quality Control

The successful Tenderer must proactively manage services, maintain sufficient competent personnel and ensure compliance with all service level requirements.

Core Competency 3: Client-specific Context & Environment

An Garda Síochána is Ireland's national police and security service.

The successful Tenderer will be required to provide a managed interpreting service capable of supporting operational policing activities throughout Ireland.

The requirement includes support for both routine and urgent operational activities, many of which arise at short notice and involve statutory detention periods, criminal investigations, victim engagement and witness interviews.

The provision of a high-availability and reliable interpreter booking system is critical to the successful delivery of Services.

The successful Tenderer must provide comprehensive Management Information relating to expenditure, service utilisation, languages requested, quality assurance activities and geographic service delivery patterns.

Tenderers are referred to the following link for an indicative example as to the breadth and spread of An Garda Síochána (AGS) locations across Ireland. Tenderers should note that the locations contained within this link are not exhaustive and may vary in line with AGS requirements. No reliance may be placed by Tenderers upon these locations and no commitment or undertaking is being offered by either the Contracting Authority or An Garda Síochána.

<https://www.garda.ie/en/contact-us/station-directory/>

10. AWARD CRITERIA QUESTIONS

AWARD CRITERION 1: Key Account Management (250 Marks)

Tenderers must address in their response:

In respect of the KAM, Tenderers must demonstrate in a clear and comprehensive manner how their proposed KAM's qualifications, expertise etc. (listed below) is relevant to the Framework Client's requirements as set out above:

- i. Relevance of qualifications **(10 marks)**
- ii. Relevance of expertise **(10 marks)**
- iii. Length of relevant Key Account Management experience **(20 marks)**
- iv. Any specialist language knowledge and English-language proficiency user level **(10 marks)**
- v. Understanding the importance of assigning competent interpreters to the correct assignment, ensuring all interpreters meet the requirements of the RFT:
 - o Having the required account management skills and interpreting experience to identify language skill deficiency in an interpreter and ensuring those interpreters are not assigned to any of the Framework Clients for the duration of the Framework Agreement **(50 marks)**
 - o Identifying gaps across key and rarer languages interpreters within their organisation and where new interpreters are employed by their organisation getting all the required approvals in place before any interpreters are assigned to a framework client **(50 marks)**
- vi. The capability and approach to develop continuous training strategies for interpreters **(100 marks)**

Tenderers must limit their response to this part of the Award Criteria to a maximum of 10 A4 Pages of Font Size 11 text. Tenderers must note the page limits and formatting requirements set out in this RFT which Tenderers are required to comply with. For the avoidance of doubt, the Contracting Authority will not read or evaluate any part of a Tender which exceeds the page limit for that award criterion.

AWARD CRITERION 2: Service Delivery (150 Marks)

Tenderers must address in their response:

- i. Details of how the proposed Key Account Manager will perform the management of any contract(s) awarded from bookings of interpreters, assigning the correct interpreters, dealing with late/no shows of interpreters, how are replacements found and in what time frame. **(75 marks).**

- ii. Demonstrate the proposed approach to service continuity planning as a result of annual leave or any unplanned absence of the proposed KAM, to ensure there will be no disruption to the provision of services as outlined in the RFT, to include how the Deputy KAM will be familiar with all aspects of the Services and the expertise and experience of the proposed DKAM. The successful Tenderer must outline their continuity plan to cover annual leave or any other (un)planned absence by both the KAM and the Deputy KAM. **(75 marks)**.

Tenderers must limit their response to this part of the Award Criteria to a maximum of 8 A4 Pages of Font Size 11 text. Tenderers must note the page limits and formatting requirements set out in this RFT which Tenderers are required to comply with. For the avoidance of doubt, the Contracting Authority will not read or evaluate any part of a Tender which exceeds the page limit for that award criterion.

AWARD CRITERION 3: Complaints Procedures (100 Marks)

Tenderers must address in their response:

- i. Details of the proposed person responsible within their organisation for the management of the complaints process, setting out their complaints management skills and experience, demonstrating that person's:
 - a. Ability in understanding the reasons and factors behind complaints and working to implementing a resolution for Framework Clients(s). **(10 marks)**
 - b. How they monitor complaints/issues and work towards reducing complaints. **(15 marks)**
 - c. Ability to identify areas to improve the structure around client resolution and complaint management, in how the complaints systems and procedures proposed will be regularly audited and reviewed and how identified gaps are reported to Framework Clients. **(15 marks)**
- ii. Details of complaint management process. How complaints relating to the performance of any contract(s) awarded will be dealt with, how complaints will be recorded, how the severity of a complaint is determined, internal escalation process and timelines in relation to resolving complaints. **(30 marks)**
- iii. Details of the proposed approach to managing recurring complaints, to include the process of identifying remedies to decrease these recurring complaints. **(30 marks)**.

Tenderers must limit their response to this part of the Award Criteria to a maximum of 6 A4 Pages of Font Size 11 text. Tenderers must note the page limits and formatting requirements set out in this RFT which Tenderers are required to comply with. For the avoidance of doubt, the Contracting Authority will not read or evaluate any part of a Tender which exceeds the page limit for that award criterion.

AWARD CRITERION 4: Quality Control Processes (100 Marks)

Tenderers must address in their response:

- i. Details of the proposed person responsible for the management of Quality Control Processes within the organisation, setting out their Quality Management skills and experience. **(10 marks)**
- ii. How they will manage the quality assurance of the services as outlined within this RFT, to include: How the quality of ongoing interpreting assignments will be monitored, how is this arranged? What percentage of interpreting assignments are monitored, the feedback to Framework Clients outlining how interpreting standards are maintained at a consistent level of accuracy. **(30 marks)**
- iii. Details of the tenderers approach to quality control and standards **(30 Marks)**
- iv. Details of the tenderers approach to recruitment and appointment of Interpreters **(30 Marks)**

Tenderers must limit their response to this part of the Award Criteria to a maximum of 6 A4 Pages of Font Size 11 text. Tenderers must note the page limits and formatting requirements set out in this RFT which Tenderers are required to comply with. For the avoidance of doubt, the Contracting Authority will not read or evaluate any part of a Tender which exceeds the page limit for that award criterion.

ANNEX A: INDICATIVE HISTORIC LANGUAGE BOOKINGS:

Please Note – The table in this Annex lists the languages by total bookings across all rate structures required Face to Face, Video/Remote and Telephone Interpreting in terms of calendar year 2025.

The table provided is for information only, is not exhaustive, and other languages will be required during the lifetime of this Framework. Furthermore, the Contracting Authority provides no assurances as to the completeness of the data contained therein. No enforceable commitment of any kind, contractual or otherwise, will arise from this indicative information.

Neither this document nor any information set out herein shall be regarded as a commitment or representation on the part of the Contracting Authority in respect of the languages that may be demanded under any Framework arising from this competition. No enforceable commitment of any kind, contractual or otherwise, will arise from this indicative information.

Language	Sum of Face to Face - Total Bookings in 2025	Sum of Video - Total Bookings in 2025	Sum of Telephone - Total Bookings in 2025
Afghan Dari	4	6	11
Afrikaans	5	4	1
Afrikaans (AFR)	0	1	0
Akan	0	0	1
Albanian	367	73	91

Albanian (ALB)	132	23	13
Algerian Arabic	67	0	27
Amharic	44	22	37
Amharic (AMH)	13	7	3
Arabic	3496	1416	1535
Arabic (ARB)	2086	1367	657
Arabic (Egyptian)	22	1	4
Arabic (Kue)	1	6	25
Arabic (Levantine)	11	12	44
Arabic (Moroccan/Tunisian/Algerian/Libyan)	696	999	253
Aramaic	1	0	1
Armenian	1	0	1
Ashanti / Akan	5	0	0
Bahasa Indonesian / Indonesian	12	0	11
Bangla / Bengali	117	0	50
Bengali	768	688	248
Bengali (BEN)	473	174	101
Bengali;Bangla	102	9	124
Berber	24	21	4
Bini	8	0	0
Bosnian	15	0	5
Bulgarian	176	0	119
Burmese	47	27	13
Cantonese	15	4	4
Cantonese / Yue Chinese	38	0	5
Chichewa (Chewa/ Chinyanja/ Nyanja)	24	31	8
Chichewa (NYA)	46	17	7

Chinese	101	1	36
Chinese (CHN)	13	6	2
Chinese (Hong Kong)	1	0	2
Chinese (Taiwan)	1	0	0
Chinese Mandarin	159	0	201
Chinese-Mandarin / Mandarin Chinese	261	0	0
Chittagonian	3	0	0
Creole	12	4	3
Creole (Mauritian)	2	2	1
Croatian	155	3	44
Croatian (CRO)	1	0	0
Czech	259	0	74
Czech (CZH)	6	0	0
Danish	0	0	4
Dari	120	76	62
Dari (DRI)	62	34	19
Dutch	52	8	1
Edo (Benin, Bini)	31	22	6
English	1	221	1
English (ENG)	1	0	0
Esan	7	5	1
Estonian	12	0	2
Fante	1	8	1
Farsi (FRS)	22	3	3
Farsi (Persian)	32	42	25
Farsi / Persian	82	0	29
Filipino	115	0	11
French	332	127	223

French (African)	0	0	1
French (FRN)	105	70	37
Fula (Fulani, Pulaar, Peulh, Fulfulde)	1	3	6
Georgian	1076	1065	1053
Georgian (GEO)	444	316	194
German	59	3	23
German (GRM)	2	0	0
Gheg (Albanian)	3	1	0
Greek	0	0	2
Greek (GRK)	0	0	1
Hausa	5	3	5
Hebrew	2	0	4
Hebrew (HBR)	1	0	0
Herero	6	26	4
Hindi	270	46	55
Hindi (HND)	84	24	4
Hungarian	192	2	98
Hungarian (HNG)	14	0	2
Igbo	80	21	7
Igbo (Ibo)	131	47	23
Italian	108	5	57
Italian (ITL)	0	4	0
Japanese	12	0	13
Kabyle	3	6	2
Kannada	0	0	1
Kikuyu	0	0	1
Kinyarwanda	5	4	6
Kirundi	3	4	1
Kisii	1	1	0

Konkani (macrolanguage)	1	0	0
Korean	28	3	15
Korean (KRN)	3	0	0
Kosovan (Albanian)	3	3	0
Krio	17	28	15
Kurdish	4	0	26
Kurdish (KURD)	3	18	9
Kurdish / Kurdish Sorani	22	48	30
Kurdish Badini	2	9	2
Kurdish Gorani	1	0	0
Kurdish Kurmanji	2	5	3
Kurdish Kurmanji / Northern Kurdish	14	0	2
Kurdish Sorani / Kurdish	66	3	13
Kurdish_Kurmanji	0	0	1
Latvian	309	0	135
Latvian (Lettish)	21	1	5
Lingala	131	82	61
Lithuanian	1345	8	360
Lithuanian (LTH)	13	0	1
Luganda	6	7	4
Luganda / Ganda	1	0	0
Malay (Malaysian)	8	5	0
Malay (MAY)	2	0	0
Malayalam	100	16	39
Malinke	1	0	0
Mandarin	304	75	80
Mandinka (Mande)	1	7	2
Marathi	1	0	0
Mauritian Creole	2	0	3

Modern Greek	1	1	12
Moldavian	99	0	40
Moldovan	11	0	8
Mongolian	103	2	85
Mongolian (MNG)	1	3	0
Moroccan Arabic	4	0	3
Ndebele	302	172	75
Ndebele (Sindebele)	265	269	56
Nepalese / Nepali	0	0	3
Nepali	46	38	25
Nigerian Pidgin	5	0	1
North Ndebele	6	0	1
Nupe (Nigerian Dialect)	1	0	1
Nyanja	0	0	3
Oromo	5	3	7
Oromo (Afan)	2	0	1
Panjabi	74	0	14
Pashto (PSH)	801	344	210
Pashto;Pushto	191	1	96
Pashtu	675	609	267
Pashtu (Afghani)	367	302	172
Pashtu (Pakistani)	500	122	100
Pashtu / Pushto	168	1	87
Persian (Farsi)	49	3	34
Persian (PRS)	3	8	6
Philipino / Vesayan / Philippine languages	1	0	0
Pidgin	89	36	10
Polish	3105	25	871

Polish (PLN)	37	6	6
Portuguese	2059	51	1190
Portuguese (Angolan)	25	21	15
Portuguese (Brazil)	165	19	101
Portuguese (Brazilian)	139	49	41
Portuguese (BZL)	243	38	27
Portuguese (PRT)	27	12	10
Punjabi	138	77	21
Rahavin (Somalian dialect)	1	0	0
Rakhine (Arakanese)	1	0	1
Rohynga / Rohinga / Rohingya	0	0	1
Rohynga / Rohinga / Rohingya	2	0	0
Roma	10	0	2
Roma (Romani)	1	0	0
Romanian	4727	40	2107
Romanian (Moldova)	6	6	0
Romanian (RMN)	5	0	1
Russian	2845	117	733
Russian (RUS)	131	29	15
Serbian	11	0	3
Serbo-Croat	0	0	1
Sesotho	2	11	0
Setswana	79	39	17
Setswana (Botswana)	10	39	7
Setswana / Tswana	2	0	0
Shona	100	84	23
Sinhala	6	0	9
Sinhala (SNH)	2	2	0
Sinhalese	16	8	4

Siswati	0	0	1
Siswati (Swati)	53	64	27
Slovak	417	2	134
Slovak (SLK)	2	0	0
Slovenian	1	0	1
Slovenian (SLV)	1	0	0
Somali	2139	1535	1488
Somali (SML)	836	603	365
Sorani	0	0	1
Southern Sotho	1	0	0
Spanish	859	287	520
Spanish (Latin America)	92	45	39
Spanish (Latin American)	7	0	7
Spanish (SPN)	51	46	17
Sudanese Arabic	7	0	2
Swahili	86	50	40
Swati	0	0	1
Swedish	2	0	5
Sylheti	26	8	8
Tagalog	14	1	3
Tagalog (Filipino)	4	0	0
Tamazight	1	0	0
Tamil	32	14	7
Telugu	2	0	0
Thai	21	0	21
Thai (THA)	6	2	0
Tigrinya	19	9	22
Tigrynian / Tigrinya	0	0	3
Togo	1	1	0

Tosk (Albanian)	3	0	0
Tswana (Setswana)	29	97	11
Turkish	53	30	57
Turkish (TRK)	21	8	3
Twi	30	43	25
Ukrainian	2420	75	1397
Ukrainian (UKR)	163	44	24
Urdu	1032	523	334
Urdu (URD)	327	237	114
Urhobo	3	1	0
Uzbek	50	0	1
Uzbek (UZB)	0	0	2
Vietnamese	554	242	227
Vietnamese (VTN)	123	38	8
Wolof	2	2	3
Xhosa	9	20	3
Yoruba	994	439	201
Zulu	31	51	6

Appendix 2: Pricing Schedule

In the case of the Cost Award Criterion as described at Section 3.3 of the RFT, Tenderers must use the Excel File provided “Appendix 2 – Pricing Schedule” to submit all pricing, which is available for download on www.etenders.gov.ie with this RFT Document.

Tenderers are required to complete a single Price Proposal in the Appendix 2 spreadsheet. The same Price Proposal completed by Tenderers shall form the basis of the evaluation in respect of each Lot they are Tendering for as relevant. As such, Tenderers are required to indicate the lot(s) for which they are tendering on the Appendix 2 spreadsheet.

Tenderers are reminded that each Lot is evaluated in isolation and a separate contract will be awarded for Lot 1 & Lot 2.

The proposed costs will remain fixed for 12 months commencing from the Framework Agreement execution date.

Tenderers are referred to Section 2.10 ‘Pricing’ of this RFT, in particular Section 2.10.6 in respect of the applicable Price Review mechanism. Tenderers should note that the applicable Price Review Mechanism shall apply to tendered rates in addition to the Maximum Rates and Minimum Rates Payable for Services under Lot 1 & Lot 2. Tenderers should note that the specified Maximum Rates and Minimum Rates Payable for Services under Lot 1 & Lot 2 may be breached only where the Price Review Mechanism set out in Section 2.10.6 is applied. Tenderers who do not comply with the specified Maximum Rates and Minimum Rates in their submission will be eliminated from the competition.

The Services to be delivered under this Framework are to be on a managed service basis. As such, pricing must be inclusive of any and all costs or charges involved in the delivery of the services, and include interpreting from source languages into English and vice versa i.e. the same price must apply to both ways.

No additional payments shall be made to Framework Members during the lifetime of this Framework, save for Travel expenses in accordance with the rules established within Appendix 1 of this RFT.

Tenderers are reminded that the Contracting Authority may request supporting documentation, proof or verification of prices tendered if this pricing appears to be abnormally low compared to the average prices offered by other Tenderers.

The Contracting Authority reserves the right to reject any tender that appears to be abnormally low or that has not provided satisfactory evidence to prove that the prices submitted are not abnormally low within [7] days from the date of request by the Contracting Authority/Framework Client.

Costs must be included wherever required in “Appendix 2 – Pricing Schedule”. All items must be priced, Tenderers must not use negative costs, or omit costs, or use zero rates. Failure to comply with this rule will result in elimination from the competition.

Applicable Pricing: Pricing submitted by Tenderers must not exceed the Maximum Rates Payable for Services under Lot 1 & Lot 2 and must not fall below the Minimum Rates Payable for Services under

Lot 1 & Lot 2. These Rates once submitted will be prices payable to Tenderers under any Contracts subsequently awarded by rotation, subject to section 2.10.6 of this RFT.

Please refer to the excel file provided “Appendix 2 – Pricing Schedule” and the instructions within for completion.

Instructions for completing Pricing Schedule:

- For each Language Groups, pricing is required for 15 minute blocks of time for Face to Face interpreting and for Video/Remote Interpreting. (Tenderers should note that a minimum of 1 (one) hour (i.e. 4 x price offered) is chargeable for all on-site interpreting assignments completed. After this minimum charge, assignments are chargeable per 15 minutes or part thereof.)
- For Telephone Interpreting Services, pricing is required per 1 minute block of time.
- Tenderers must provide rates for the provision of interpreting services between the hours specified in the tables.
- Prices entered should be to three decimal places and in the following format: €0.000.
- The Total Cost (Specified Languages Face to Face) + (Unspecified Languages Face to Face) + (Specified Languages Video/Remote) + (Unspecified Languages Video/Remote) + (Specified Languages Telephone Cost per minute) + (Unspecified Languages Telephone Cost per minute) will be scored using the following standard pro-rata formula in respect of each lot:

$$\text{Total mark available (400)} \times \frac{\text{Lowest Total Cost Submitted}}{\text{Total Cost Submitted being scored}} = \text{Score Awarded}$$

Using this methodology the lowest Total Cost Submitted will receive the maximum score (400 marks) and all other prices offered will be scored relative to this lowest price.

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 Provision of Interpreting Services (excluding Irish Language Services)

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 Framework Agreement and 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:
 - a) the RFT;
 - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
 - c) the Services Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Services Contract 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 Services in accordance with the RFT, our Tender, the Service Request Form (SRF) and our response to the Service Request Form (SRF) if awarded any Services Contract by the Framework Client pursuant to a Framework Agreement.
5. We understand the procedure for the award of Services Contracts as set out in Section 5 of the Framework Agreement and that any Services Contract awarded pursuant to this procedure is entered into between The Framework Member and the Framework Client. We understand that all obligations resulting from such a Services Contract are the responsibility of the Framework Member and the Framework Client and the Contracting Authority shall have no liability or obligation for or in respect of any default by either party.
6. We agree that, if awarded any contract pursuant to a Framework Agreement that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
7. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
8. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.

9. We shall, if awarded any Services Contract pursuant to a Framework Agreement, 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 and as required by the Service Request Form (SRF).
10. 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.
11. 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).
12. 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).
13. Any subcontractor, supplier or other entity on whose capacity we rely as part of our 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).

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 Interpreting Services (excluding Irish Language Services)

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 [Click here and insert name of entity].
 - 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: Framework Agreement

Framework Agreement for the provision of Interpreting Services (excluding Irish Language Services)

THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 [YEAR]:

(“the Framework Agreement”)

BETWEEN:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, whose offices are located at Government Buildings, Upper Merrion Street, Dublin 2, D02 R583. (“the Contracting Authority”); and

[Insert name of Framework Member] whose principal place of business is at [Address] (“the Framework Member”)

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

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and entitled “[]” (“the RFT”) the Contracting Authority invited economic operators (“Tenderers”) to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the “Services”). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority 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 Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] (“the Submission”). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____;

"Contract" means a contract which is awarded in accordance with this Framework Agreement

"Services Contract" means the template contract attached at Appendix 6 to the RFT;

"Framework Client" means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

"Framework Term" means the period set out in Clause 2.5 of this Framework Agreement;

"Month" means a calendar month;

"Prime Contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

"Subcontractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire forty-eight (48) months thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.6 Not used.
- 2.7 The Contracting Authority would refer the Framework Member 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 its obligation to comply therewith.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.

- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 The award of any Contract under this Framework Agreement shall be by means of direct drawdown on a rotational basis. For the avoidance of doubt, Contracts shall be awarded without re-opening competition, and in accordance with the procedure set out in this Agreement.

Framework Members will be placed on a ranked list based on the scores awarded for their Tenders submitted in response to the RFT, with the highest-scoring tenderer being ranked 1st, the second-highest scoring tenderer being ranked 2nd, and so on.

In respect of Lot 1, there shall be a desired (but not mandatory) minimum of four (4) and a maximum of nine (9) Framework Members. <delete as required>

In respect of Lot 2, there shall be a desired (but not mandatory) minimum of four (4) and a maximum of six (6) Framework Members. <delete as required>

- 5.1.1 Contract call-off by way of rotation will be on the basis of the ranking system determined as a result of the RFT Competition.

- 5.1.2 On each occasion that a Framework Client proposes to activate Services under this Framework Agreement, the Framework Client shall serve a Service Request Form (set out at Appendix 5 , 'Annex 2 To The Framework Agreement' of this RFT), with Part A completed, to the next Framework Member in the rotation, in accordance with the procedure set out in this section.

The Service Request Form (set out at Appendix 5, 'Annex 2 To The Framework Agreement' of this RFT) shall be issued electronically to the relevant Framework Member. The sending of a Service Request Form to the Framework Member shall NOT constitute an offer or commitment to enter into a Services Contract with the relevant Framework Member.

When received by the Framework Member, the Framework Member shall consider the Service Request Form, in terms of the Framework Client's requirements, and the Framework Member's capacity to deliver the requirements.

Any clarifications in relation to the Service Request Form must be submitted in writing by e-mail to the relevant Framework Client.

On each occasion that a Framework Client initiates the procedure set out in this section, it is a matter for the Framework Client and the Framework Member to communicate with each other directly. The Contracting Authority shall not be responsible for managing the process.

- 5.1.3 The Framework Member shall complete Part B of the Service Request Form to confirm whether or not it has capacity to deliver the requested Services. For the purposes of the Framework Agreement, capacity means the availability of suitable and competent

interpreters, and capacity by the Framework Member to carry out the Services. The Service Request Form must be returned, to the Framework Client by electronic means, within 5 working days of the date of receipt it was received by the Framework Member.

- 5.1.4 If the Framework Member confirms by reply that it has available capacity to carry out the Services, the Framework Client, will review the completed Service Request Form, verify the information provided and then the Framework Client, may at its discretion proceed to award the Services Contract (set out in Appendix 6) to the Framework Member.
- 5.1.5 The Framework Member shall sign the Services Contract (Appendix 6) within 5 working days and return it to the Framework Client. The receipt by the Framework Client of an executed Services Contract shall constitute acceptance by the Framework Member of the Framework Client's offer. The Framework Client shall then sign the Services Contract, and bring into being the Contract. The terms of the Contract shall be the Services Contract (Appendix 6). Upon signature of the Services Contract the additions a), b), c) and d) set out below shall be deemed to have been made to the Services Contract.
- a) The description of the services in the Service Request Form as inserted in Schedule B
 - b) The Charges submitted by the Framework Member in its Response to the RFT as included in Schedule C
 - c) The Service Levels as inserted in Schedule D
 - d) The Data Protection information in relation to Processing, Personal Data and Data Subjects under the Framework as inserted in the Service Request Form

The Services Contract shall be entered into between the Framework Client and the Framework Member. All obligations resulting from such a Services Contract are the responsibility of the Framework Member and the Framework Client and the Contracting Authority shall have no liability or obligation for or in respect of any default by either party.

- 5.1.6 If the Framework Member does not confirm by the stated deadline that it would be willing to enter into a Services Contract to perform the Services which are the subject of the Service Request Form, or if the Framework Member does not wish to enter into a Services Contract, or have available capacity, the Framework Client may issue a Service Request Form to the next placed Framework Member in the rotation and the process is repeated until the Services Contract is awarded by the Framework Client.
- 5.1.7 The Framework Client shall not be responsible for any costs incurred by the Framework Member in the preparation of a Response to a Service Request Form.
- 5.1.8 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a Services Contract has been executed by both the Framework Client and the Framework Member, in accordance with the process set out herewith.
- 5.1.9 The Framework Client may cancel a Services Contract at any time prior to it being returned by a Framework Member and a Contract coming into being. Any notification of preferred bidder status by a Framework Client shall not give rise to any enforceable rights by the Framework Member.
- 5.1.10 The maximum term of any Contract shall be 48 months (including any extensions)
- 5.1.11 The maximum value of any Contract over its full term shall be €500,000 excluding VAT
<delete as required>

The maximum value of any Contract over its full term shall be €2,000,000 excluding VAT
<delete as required>

- 5.1.12 The Framework Client shall not be under any obligation to purchase any minimum value of Services under any Contract.
- 5.1.13 Once the maximum term or the maximum value (whichever comes first) has been reached, the Contract is ineffective, and the Framework Client may engage with the call-off process set out herewith.
- 5.1.14 Framework Clients may have concurrent Contracts in place with several Framework Members.
- 5.1.15 Any Contract awarded under the Framework, where this procedure has not been followed by either the Framework Client or the Framework Member shall be deemed ineffective for the purposes of this Framework Agreement.

5.2 **Rotation Procedure**

- 5.2.1 On the first occasion that a Framework Client proposes to activate Services under the framework, it shall engage with the 1st-ranked Framework Member, in accordance with the call-off procedure set out in this Agreement.

On the second occasion that a Framework Client proposes to activate Services under the framework, it shall engage with the 2nd-ranked Framework Member; and so on.

The procedure as set out at paragraph 5.1 shall be followed in respect of all subsequent Service requirement requests, in rotation, based on the ranking of the Framework Members.

- 5.2.2 The table below is for illustrative purposes only. It assumes four (4) Framework Members and demonstrates the call-off services via the rotation system.

Framework Member	Framework Client Request
1 st Ranked Framework Member	Service Request #1
2 nd Ranked Framework Member	Service Request #2
3 rd Ranked Framework Member	Service Request #3
4 th Ranked Framework Member	Service Request #4
1 st Ranked Framework Member	Service Request #5
2 nd Ranked Framework Member	Service Request #6
3 rd Ranked Framework Member	← Next placed Framework Member in the rotation
4 th Ranked Framework Member	
1 st Ranked Framework Member	
2 nd Ranked Framework Member	
3 rd Ranked Framework Member	
4 th Ranked Framework Member	

- 5.2.3 If the Framework Member does not confirm by the stated deadline that it would be willing to enter into a Services Contract to perform the Services which are the subject of the Service Request Form, or if the Framework Member does not wish to enter into a Services Contract, or have available capacity, the Framework Client may issue a Service Request Form to the next placed Framework Member in the rotation.

The rotation shall continue from the next placed Framework Member.

The tables below are used to illustrate how the rotation will operate in the event that the Framework Member does not respond to the Service Request Form by the stated deadline **or** the Framework Member does not wish to enter into a Services Contract **or** the Framework Member has indicated at Part B of the Service Request Form that it does not have the capacity to perform the Services **or** the Framework Member fails to execute the Service Contract within the stated deadline:

Framework Member	Framework Client Request	Framework Member	Framework Client Request
1 st Ranked FW Member	Service Request #1	1 st Ranked FW Member	Service Request #1
2 nd Ranked FW Member	Service Request #2	2 nd Ranked FW Member	Service Request #2
3 rd Ranked FW Member	Service Request #3	3 rd Ranked FW Member	Service Request #3
4 th Ranked FW Member	Service Request #4	4 th Ranked FW Member	Service Request #4
1 st Ranked FW Member	Service Request #5 (Rejected)	1 st Ranked FW Member	
2 nd Ranked FW Member	Service Request #6	2 nd Ranked FW Member	Service Request #6
3 rd Ranked FW Member	← Next placed FW Member	3 rd Ranked FW Member	Service Request #5
4 th Ranked FW Member		4 th Ranked FW Member	← Next placed FW Member
1 st Ranked FW Member		1 st Ranked FW Member	
2 nd Ranked FW Member		2 nd Ranked FW Member	
3 rd Ranked FW Member		3 rd Ranked FW Member	
4 th Ranked FW Member		4 th Ranked FW Member	

5.3 Management of the Rotation

- 5.3.1 The Office of Government Procurement (OGP) shall be responsible for administering the rotation mechanism only. Once a Services Contract is executed by the Framework Client and Framework Member, the OGP is not party to the agreement, and all contract management is a matter between the parties to the contract.
- 5.3.2 On each occasion that a Framework Client proposes to activate Services under this Framework Agreement, it shall first engage with the OGP.
- 5.3.3 The OGP shall provide the Framework Client with the identity and contact details of the next placed Framework Member in the rotation.
- 5.3.4 The Framework Client will proceed to activate Services in accordance with the procedure set out at Paragraph 5.1.

- 5.3.5 The OGP shall maintain a central log and tracker as it pertains to its management of the rotational mechanism.
- 5.3.6 To preserve the integrity and fairness of the rotation mechanism, the OGP shall not disclose to Framework Clients and/or Framework Members any information pertaining to the current placement of Framework Members on the rotation.

6. AWARD CRITERIA

- 6.1 Not Used.
- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 6.3 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer on the rotation.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

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

9. TAX CLEARANCE

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a

“Conflict”) must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member’s employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;

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

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition or any other drawdown mechanism used, shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one (1) months' written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.
- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it,

makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

- 17.2.4 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 The Contracting Authority 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 Contracting Authority becomes aware:
 - 17.4.1 that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;
 - 17.4.2 that the Framework Member (on its own or resulting from its subcontractors, suppliers or entities on which it relies) comes 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).
- 17.5 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within sixty (60) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

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

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of:	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of:
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Witness	Witness
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FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

[FREE TEXT AREA. Insert here full details of the requirements.

When finished, delete these instructions and click in Appendix 6 to continue.]

SERVICE REQUEST FORM – INTERPRETATION SERVICES

PART A - For Completion by Framework Client**A.1 FRAMEWORK CLIENT DETAILS**

(i) Name of Framework Client	Click here and insert details
(ii) Address of Framework Client	Click here and insert details
(iii) Main Contact Name	Click here and insert details
(iv) Telephone Number	Click here and insert details
(v) Email Address	Click here and insert details

A.2 SCOPE OF THE REQUIREMENT

(i) Framework Lot Framework Client must indicate which framework Lot these services are to be drawn down from (choose either Lot 1 or Lot 2)	LOT 1 ☐ Note the following conditions for Lot 1: ■ Estimated annual value less than €500,000 ■ Total contract value capped at €500,000 ■ Max. contract term of 48 months	LOT 2 ☐ Note the following conditions for Lot 2: ■ Estimated annual value is between €500,000 and €2,000,000 ■ Total contract value capped at €2,000,000 ■ Max. contract term of 48 months
(ii) Languages Required by Client Framework Client must give an indication of the languages likely to be required (and the likely mode(s) of delivery). Language requirements must be inserted into the table in Annex 1. This is a non-exhaustive list.	Please set out your language requirements and the likely required mode(s) of delivery in the table at Annex 1.	
(iii) Possible Location(s) for Face to Face Interpretation Services Framework Client must give an indication of the likely location(s) or geographic spread for face-to-face interpretation services.	Click here and insert details	

A.3 SPECIFIC CLIENT REQUIREMENTS

(i) <u>Core Competency 1 – Language Competency:</u> Note: This Core Competency may NOT be further refined.	All interpreters must have achieved (at minimum) Independent User Level 4/C1 Proficiency standard on the ‘Common European Framework of Reference for Languages’ (“CEFR”), or equivalent, across all language competences (listening, reading, spoken interaction, spoken production, writing) in English, evidenced by way of an externally validated certificate.
(ii) <u>Core Competency 2 – Technical Skills & Techniques</u> The Framework Client may, where it considers it beneficial, provide additional information regarding any technical skills and techniques that would be advantageous for Framework Members when identifying suitable interpreters to provide services under the Contract. Such information is intended to assist the Framework Member in identifying and assigning interpreters who are best suited to the Client's particular requirements. Relevant considerations may include (but are not limited to) note-taking techniques, interpreting modes & techniques, equipment proficiency, etc. **N.B. Core Competency 2 may only be completed (where considered beneficial) by Framework Clients other than An Garda Síochána and the Courts Service.**	Click here and insert details
(iii) <u>Core Competency 3 – Client-specific context & environment</u> The Framework Client may, where it considers it beneficial, provide additional information regarding the nature of the operating environment and any knowledge or experience that would be advantageous for Framework Members when identifying suitable interpreters to provide services under the Contract. Such information is intended to assist the Framework Member in identifying	Click here and insert details

and assigning interpreters who are best suited to the Client's particular requirements. Relevant considerations may include (but are not limited to) a description of the operational environment, sector-specific terminology, security awareness, cultural or religious sensitivities, gender-related considerations, working with vulnerable people and children, and any other contextual factors relevant to the Services. **N.B. Where appropriate, Framework Clients shall note a requirement for Garda Vetting/Security Clearance here. **N.B. Core Competency 3 may only be completed (where considered beneficial) by Framework Clients other than An Garda Síochána and the Courts Service.**	
(iv) <u>Service Level Requirements and Management Information Reporting:</u> Framework Client must include details of any refinements to the General Service Levels set out at Annex 2 (which includes Management Information Reporting requirements). Clients may refine, but may not fundamentally alter the General Service Levels.	Any refinements to General Service Levels and Management Information Reporting Requirements? Yes ☐ No ☐ If “Yes”: Please make the necessary refinements to the General Service Level requirements at Annex 2
(v) <u>Professional and Ethical Standards</u> Any Interpreter proposed by the Framework Member to deliver Services to a Client must sign and comply with the Universal Code of Ethics (provided at Annex 3) In addition, a Framework Client may require Interpreters to sign a Client-specific declaration, such as a Code of Conduct, Code of Ethics, Confidentiality Agreement, or other similar document, confirming their commitment to the required professional, ethical, and confidentiality standards.	Any Interpreter proposed by the Framework Member to deliver Services to a Client must sign and comply with the Universal Code of Ethics (provided at Annex 3) Does the Client require Interpreters provided by the Framework Member to sign any Client-specific declarations as to their commitment to professional and ethical standards (e.g. Code of Conduct, Code of Ethics, Confidentiality Agreement, etc) ? Yes ☐ No ☐ If “Yes”: Click here and insert details

(vi) <u>Insurance Requirements</u> Framework Clients shall specify insurance requirements commensurate with the nature and risk profile of their service requirements. Under no circumstances shall the types or levels of insurance required exceed those prescribed in Part 2.21 of the Framework RFT, as reproduced in Annex 4.	Please set out your insurance requirements in the table at Annex 4.
(vii) <u>Data Protection</u> The Framework Client may refine Annex 5 Data Protection Form to reflect its specific requirements in relation to Processing, Personal Data and Data Subjects under the Contract. The Framework Client shall insert the completed Annex 5 into its Services Contract at Schedule D.	Framework Client may refine Annex 5 Data Protection Form to reflect its specific requirements in relation to Processing, Personal Data and Data Subjects under the Contract. - Sections 1 – 3 may be refined by the Framework Client in consultation with its Data Protection Officer. - Sections 4 and 5 to be completed by the Framework Member in relation to Third Party Processors (where necessary).
(viii) <u>Term of Contract and extension options</u> Framework Client must set out the proposed contract term and extension options. The maximum term (including any extensions) may not exceed 48 months.	Click here and insert details
(ix) <u>Estimated Value of Contract</u> Framework Client must provide the estimated value of the contract over its full term including any extensions. Please refer to Item 1, which shows the minimum and maximum permissible contract values for each Lot.	Click here and insert details
(x) <u>Proposed Start Date for Contract</u> Framework Client must provide an indicative contract commencement date.	Click here and insert details
(xi) <u>Invoicing</u> Framework Client must provide details of Cost Centre/s and invoicing point of Contact/s	Click here and insert details
A.4 FRAMEWORK CLIENT SIGNATURE	
(i) <u>Framework Client Signature</u>	Click here and insert details

This must be signed by an Authorised Signatory on behalf of the Framework Client.	
(ii) <u>Date</u>	Click here and insert details

PART B - For Completion by Framework Member

B.1 FRAMEWORK MEMBER RESPONSE FORM

(i) Framework Member Framework Member must insert registered company name as it appears on their framework agreement.	Click here and insert details	
(ii) Companies Registration Office Number Framework Member must confirm the correct CRO number for the company.	Click here and insert details	
(iii) Framework Member Main Contact Framework Member must provide the name, email address, and phone number of its main contact for this contract	Click here and insert details	
(iv) Acceptance Framework Member must confirm its acceptance of the requirements and particulars as set out by the Framework Client at Part A of this Service Request Form. In doing so, the Framework Member confirms that it has the capacity and capability to deliver the Services.	Yes - I accept the Services Request submitted by the Framework Client, and confirm that insert Framework Member name has the capacity and capability to deliver the Services. ☐	No - I do not accept the Services Request submitted by the Framework Client and reject this offer. ☐
(v) Insurance Framework Member must confirm that it holds the types and levels of insurances specified in Annex 4, and that it will provide evidence of same upon request.	I declare that insert Framework Member name holds the types and levels of insurance as set out by the Client at Annex 4, and will, upon request from the Framework Client, provide evidence of same prior to the award of the Services Contract, and at any time during the term of the Contract. So declared: ☐	
(vi) Data Protection The Framework Member shall provide details (where required) of any Third-Party Processors to be used in relation to Processing, Personal Data and Data Subjects under the Contract	Where required, please complete Annex 5 Data Protection Form in relation to Processing, Personal Data and Data Subjects under the Contract. Sections 4 and 5 to be completed by the Framework Member in relation to Third-Party Processors (where necessary).	
(vii) Mandatory Grounds for Exclusion Framework Member must confirm its status, as declared in the "Declaration of Personal Circumstances of the Tenderer" submitted with its response to the framework competition continues to apply, and that no mandatory grounds for exclusion pursuant to Regulation 57 of the Public	I declare that the status of insert Framework Member name as declared in its "Declaration as to the Personal Circumstances of the Tenderer" submitted with its response to the framework competition continues to apply and that no mandatory grounds for exclusion pursuant to Regulation 57 of the Public Contracts Regulations S.I. No. 284/2016 apply to them	

Contracts Regulations S.I. No. 284/2016 apply to them.	So declared: ☐
(viii) <u>Tax Clearance</u> Framework Member must provide its Tax Clearance Number and Tax Reference Number to facilitate online verification of its tax status by the Framework Client.	Tax Clearance Access Number: Click here and insert details Tax Reference Number: Click here and insert details Note: By supplying these numbers the Framework Member acknowledges and agrees that the Framework Client has the permission of the Framework Member to verify its tax cleared position online.
(ix) <u>Interpreter Register</u> Framework Members are required to complete Annex 6 (Interpreter Register) in respect of each named interpreter that they will deploy in servicing the Client's requirements.	Please complete Annex 6. Framework Members are required to complete Annex 6 with details of the named interpreter(s) that they will deploy in servicing the Client's requirements. Failure by the Framework Member to confirm: a) Name of proposed interpreter(s) b) Languages that the interpreter has been deemed suitable to provide Services for c) Compliance of the proposed interpreter with Core Competency 1 - English Language Proficiency d) Suitability of the proposed interpreter with Core Competency 2 - Technical Skills & Techniques e) Suitability of the proposed interpreter with Core Competency 3 - Client-specific Context & Environment f) Provision of a signed Universal Code of Ethics in respect of each proposed interpreter shall be deemed by the Client as an incomplete Service Request Form. Framework Clients shall not accept an incomplete Interpreter Register and it shall be taken that the Framework Member has rejected the offer of business under the rotation mechanism, thus enabling an offer of business to be made to the next-placed Framework Member on the rotation (notwithstanding other applicable rules of the procedure for the award of contracts as set out at Clause 5 to the Framework Agreement).
(x) <u>Key Account Manager(s):</u> Framework Member must provide the Name and Contact Details (email address and phone number) of the Key Account Manager and the Deputy Key Account Manager, who will act as the Main Points of Contact between the Client and the Contractor.	Click here and insert details
(xi) <u>Pricing</u> Framework Member must confirm that the Pricing submitted in response to the	I confirm that the Pricing submitted in respect of this Lot in response to the Framework RFT shall apply for the full term of the Contract, including extensions.

relevant Lot under the Framework Competition shall apply for the full term of this Contract including any extensions (notwithstanding any price increases or decreases that occur over the term of the Framework Agreement in accordance with Clause 2.10.6 of the Framework RFT)	Confirmed: ☐	Not Confirmed: ☐
B.2 FRAMEWORK MEMBER SIGNATURE		
(iii) <u>Framework Member Signature</u> This must be signed by an Authorised Signatory on behalf of the Framework Member.	Click here and insert details	
(iv) <u>Date</u>	Click here and insert details	

ANNEX 1 – LANGUAGE REQUIREMENTS

Framework Client must give an indication of the languages likely to be required (and the likely mode(s) of delivery).

Note: The headings and format of the table below may be altered by the Framework Client to whatever best articulates the Framework Client’s language requirements. This is a non-exhaustive list.

Languages Required	Face-To-Face Interpreting	Video/Remote Interpreting	Telephone Interpreting	Hours of Interpretation Delivered 2024	Hours of Interpretation Delivered 2025
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
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	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		
	☐	☐	☐		

ANNEX 2 – GENERAL SERVICE REQUIREMENTS

Framework Clients may use the General Service Levels, which may be refined, but may not be fundamentally altered by them

General Service Levels for Framework Clients

NB: Time is of the essence for the provision of services and repeated and / or sustained failure to meet stipulated response times for delivery of services may be treated as a serious breach of contract and grounds for termination of Contract.

Requirements	Agreed Levels:
Availability of Service	Monday - Friday 9.00 am-5.00 pm. Interpreter(s) may be required for assignments outside of these standard hours (Evening assignment or on a Saturday, Sunday or Public Holiday). ***The Framework Client shall refine the days and times of Service Availability according to the needs of their organisation***
Booking Procedures / Attendance at Appointments	All bookings (whether for a face-to-face, telephone, or video-call) are generally pre-arranged and are submitted via email / electronically. The Framework Member must provide confirmation of all bookings via email or electronically. All requests for service provision to be registered on receipt by Framework Member including the agreed account authorisation code and name and contact details for the requester. Online requests to be acknowledged and confirmed by e-mail to requester within 60 minutes. For services requested more than 24 hours in advance, The Framework Member must re-confirm to booker/customer 12 hours prior that an interpreter has been assigned and will commence work as scheduled. In the event that the Framework Member becomes aware of the likelihood of a delay, in any circumstances, THE FRAMEWORK CLIENT(S) requestor must be informed immediately and may decide to use an alternative service provider. In such cases where the Framework Member fails to attend within the agreed timelines, THE FRAMEWORK CLIENT(S) will raise a complaint with The Framework Member and offset any extra cost against the next invoice. In the event of three or more significant delays within a one-month period THE FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision

	of services (10 separate complaints or more) within a three-month period THE FRAMEWORK CLIENT(S) may take steps to terminate the Contract on grounds of serious breach of contract.
Very urgent requests for Service	Very urgent requests for service shall be booked by telephone. 100 % of phone calls to the number provided for this purpose must be answered by live operator within 1 minute. If call not responded to by live operator within one minute an alternative provider may be used. Where face-to-face interpreting is required, all very urgent requests for service must result in an interpreter being confirmed and assigned no later than 60 minutes from time of request. This confirmation to include an anticipated arrival time at the interpreting assignment location. Where telephone or video call interpreting is required, the assigned interpreter must contact the location to commence the assignment within 30 minutes. Failure to adhere to these service levels: The Contracting Authority will raise complaint with The Framework Member. In the event of three such failures to respond within a period of one week, the Contracting Authority will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained non-responsiveness (10 separate complaints or more of individual calls not answered within 1 minute) within a three-month period the Contracting Authority may take steps to terminate contract on grounds of serious breach of contract. Where an urgent request has been submitted, THE FRAMEWORK CLIENT(S) may use alternative service if delay greater than 60 minutes. In such cases where the Framework Member fails to attend within the agreed timelines, THE FRAMEWORK CLIENT(S) will raise a complaint with The Framework Member. In the event of three or more instances of delays greater than 180 minutes within a period of one month, THE FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. THE FRAMEWORK CLIENT(S) may use alternative service if interpreter is more than 30 minutes late for a confirmed face-to-face appointment or is more than 15 minutes late in contacting the relevant office for a telephone or video-call assignment. In such cases THE FRAMEWORK CLIENT(S) will raise a complaint with the Framework Member. In the event of three or more instances of interpreters being late for agreed appointments at assignment locations within a period of one month, THE

	FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three-month period THE FRAMEWORK CLIENT(S) may take steps to terminate the Contract on grounds of serious breach of contract.
Service Delivery	The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure 100% reliable delivery of services to THE FRAMEWORK CLIENT(S) at all times. The Framework Member will proactively manage the service provided and ensure the ongoing and effective monitoring of its interpreters' compliance with all the requirements under the Framework and those of THE FRAMEWORK CLIENT(S). The Framework Member will ensure that sufficient experienced and competent staff are available at all times to meet the booking, tracking and invoicing requirements of THE FRAMEWORK CLIENT(S) in a prompt and efficient manner. The Framework Member will assign a dedicated Key Account Manager to liaise with THE FRAMEWORK CLIENT(S) to address any service issues, complaints or accounting/invoicing matters that may be raised.
Quality of Service	The Framework Member shall ensure that all interpreting work is carried out to a high standard of accuracy and that all interpreters are of neat and tidy appearance. THE FRAMEWORK CLIENT(S) may refer specific interpreters to independent interpreters for quality assurance. In the event of poor-quality interpreting work (5 significant errors/inaccuracies or more) THE FRAMEWORK CLIENT(S) shall not be liable for the cost and issue a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated quality failures (10 separate failures or more established to the satisfaction of THE FRAMEWORK CLIENT(S)) within a three-month period shall constitute a serious breach and may result in termination of contract. THE FRAMEWORK CLIENT(S) may decline to use an interpreter at short notice in the event of serious incompetence, failure to observe agreed standards, breach or lapse in security or confidentiality and misbehaviour.

Management Information Reporting (M.I.)	The Framework Member must provide management information reports on spend, usage and quality assurance as set out below. • Framework Management Information: The OGP may require summarised <u>Quarterly</u> Framework reports relating to all contracts awarded under the Framework. • Contract Management Information: THE FRAMEWORK CLIENT(S) will require monthly reports relating to their own contract spend. The reports must be supplied and must provide information with entries under the following column headings: <u>Report No. 1: Contract Volume / Values:</u> • Sector (i.e. Justice) • Department / Body / User Organisation (i.e. THE FRAMEWORK CLIENT(S)) • Customer Contact Name and Details • Assignment Booking / Tracking Reference • Brief Assignment Description • Language Interpreted • Name of Interpreter • Location and Duration of Interpreting Assignment • Cost of Interpreting Service provided to Customer • Cost of Additional Allowable Expenses to Customer • <u>Total</u> Cost of All Interpreting to Customer Month and Cumulative Year To Date (2 separate column headings) <u>Report No. 2: Quality Assurance Report (monthly reports required by THE FRAMEWORK CLIENT(S)).</u> • Volume of interpreting assignments carried out in previous month / quarter by named assigned interpreter and by language
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	• A record and report of any quality issues or other complaints that have arisen in previous month / quarter in relation to named assigned interpreter • Any remedial actions taken on matters arising • Results of monthly 5% sample check of interpreting performed These reports must be provided within 7 days from the end of the required period. Repeated failures (3 or more) within a three-month period to provide management information as specified shall constitute a serious breach and may result in termination of Contract.
Attendance Sheet	The Framework Member must provide attendance sheets to THE FRAMEWORK CLIENT(S) for invoicing purposes as described below. Attendance sheets must include the following information: • Booking Reference • Name of Interpreting Company • Venue • Name of interpreter • Language interpreted and Group language belongs to • Time booked to appear at venue • Time of arrival at venue (Start Time) • Time finished interpreting at venue (End Time) Failure to provide the attendance sheets as required may result in a written warning asking The Framework Member to take remedial action to prevent recurrence. Repeated failures (6 or more) within a three-month period to provide attendance sheets as specified shall constitute a serious breach and may result in termination of Contract.
Invoicing	Invoices to be issued monthly or as THE FRAMEWORK CLIENT(S) requires. Invoices must contain at a minimum the following information: • Booking Reference Identification Number • THE FRAMEWORK CLIENT(S) requestor Name and Contact Details • THE FRAMEWORK CLIENT(S) Cost Centre or other Code

	• Name of Interpreter • Date and Time of Booking • Date, Time of Duration of Interpreting in minutes • Language interpreted and Group language belongs to • Interpreting Charge - including separate breakdown of any allowable expenses and / or of any discounts provided Failure to provide invoices as and when required by THE FRAMEWORK CLIENT(S) may result a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures within a three-month period to provide invoices as and when required shall constitute a serious breach and may result in termination of Contract.
Complaints Management	Complaints to be systematically recorded by the Framework Member and reported as per the Quality Assurance report described in these Service Levels. Three or more failures to effectively deal with repeat complaints within a three-month period will constitute a serious breach of Contract and may lead to the termination of the Contract.

ANNEX 3 – UNIVERSAL CODE OF ETHICS

Any Interpreter proposed by the Framework Member to deliver Services to a Client must sign and comply with the Universal Code of Ethics.

In addition, a Framework Client may require Interpreters to sign a Client-specific declaration, such as a Code of Conduct, Code of Ethics, Confidentiality Agreement, or other similar document, confirming their commitment to the required professional, ethical, and confidentiality standards.

UNIVERSAL CODE OF ETHICS

GENERAL PRINCIPLES

1. PROFESSIONAL CONDUCT

Interpreters act at all times in accordance with the standards of conduct and decorum appropriate to the Framework Client setting in which they are delivering services.

Explanation: Interpreters take responsibility for their work and conduct; they are committed to providing quality service in a respectful and culturally sensitive manner, dealing honestly and fairly with other parties and colleagues, and dealing honestly in all business practices. They disclose any conflict of interest or any matter that may compromise their impartiality. They observe common professional ethics of diligence and responsiveness to the needs of other participants in their work.

2. CONFIDENTIALITY

Interpreters maintain confidentiality and do not disclose information acquired in the course of their work.

Explanation: Interpreters are bound by strict rules of confidentiality, as are the persons they work with in professional or business fields.

3. COMPETENCE

Interpreters only undertake work they are competent to perform in the languages for which they are competent.

Explanation: In order to practise, interpreters need to have particular levels of expertise for particular types of work. Those who work with interpreters are entitled to expect that they are working with appropriately qualified practitioners. Practitioners always represent their credentials honestly. Where formal training or accreditation is not available, practitioners have an obligation to increase and maintain skills through their own professional development.

4. IMPARTIALITY

Interpreters observe impartiality in all professional contacts. Interpreters remain unbiased throughout the communication exchanged between the participants in any interpreted encounter.

Explanation: Interpreters play an important role in facilitating parties who do not share a common language to communicate effectively with each other. They aim to ensure that the full intent of the communication is conveyed. Interpreters are not responsible for what the parties communicate, only for complete and accurate transfer of the message. They do not allow bias to influence their performance; likewise they do not soften, strengthen or alter the messages being conveyed.

5. ACCURACY

Interpreters use their best professional judgement in remaining faithful at all times to the meaning of messages.

Explanation: Accuracy for the purpose of this Code means optimal and complete message transfer into the target language preserving the content and intent of the source message or text without omission or distortion.

6. CLARITY OF ROLE BOUNDARIES

Interpreters maintain clear boundaries between their task as facilitators of communication through message transfer and any tasks that may be undertaken by other parties involved in the assignment.

Explanation: The focus of interpreters is on message transfer.

Practitioners do not, in the course of their interpreting duties, engage in other tasks such as advocacy, guidance or advice. Even where such other tasks are mandated by particular arrangements, practitioners insist that a clear demarcation is agreed on between interpreting and other tasks. For this purpose, interpreters will, where the situation requires it, provide an explanation of their role in line with the principles of this Code.

7. MAINTAINING PROFESSIONAL RELATIONSHIPS

Interpreters are responsible for the quality of their work, whether as employees, freelance practitioners or contractors with interpreting agencies. They ensure that they have allocated adequate time to complete their work; they foster a mutually respectful business relationship with the people with whom they work and encourage them to become familiar with the interpreter role.

Explanation: Interpreters work in a variety of settings with specific institutional demands and a wide range of professional and business contexts. Some settings involve strict protocols where the interpreter is a totally independent party, while others are marked by cooperation and shared responsibilities. Interpreters must be familiar with these contexts, and endeavour to have the people they work with understand their role. For

practitioners who work through agencies, the agency providing them with the work is one of their clients, and practitioners maintain the same professional standards when working with them as when working with individual clients. At the same time agencies must have appropriate and fair procedures in place that recognise and foster the professionalism of interpreting practitioners.

8. PROFESSIONAL DEVELOPMENT

Interpreters continue to develop their professional knowledge and skills.

Explanation: Practitioners commit themselves to lifelong learning, recognising that individuals, services and practices evolve and change over time. They continually upgrade their language and transfer skills and their contextual and cultural understanding. They keep up to date with the technological advances pertinent to their practice in order to continue to provide quality service. Practitioners working in languages where there is no standard training or credential may need to assess, maintain and update their standards independently

9. PROFESSIONAL SOLIDARITY

Interpreters respect and support their fellow professionals, and they uphold the reputation and trustworthiness of the profession of interpreting.

Explanation: Practitioners have a loyalty to the profession that extends beyond their individual interest. They support and further the interests of the profession and their colleagues and offer each other assistance.

SIGNATURE

I, the undersigned, affirm that I have read, understood, and agree to abide by the ethical standards outlined above.

Signature: _____

Date: _____

ANNEX 4 – INSURANCE REQUIREMENTS

Framework Clients shall specify insurance requirements commensurate with the nature and risk profile of their service requirements. Under no circumstances shall the types or levels of insurance required exceed those prescribed in Part 2.21 of the Framework RFT, as reproduced in this Annex 4.

Type	Max. Indemnity Limit	Required Level
Employer's Liability*	€12.7 million limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance (Not required if self-employed)	Click here and insert details
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence per period of insurance.	Click here and insert details
Professional Indemnity**	Up to €3 million in any one claim per period of insurance	Click here and insert details
Cyber Insurance***	Up to €3 million in any one claim and in the aggregate per insurance policy year	Click here and insert details

*The Employer's Liability and Public Liability policies (for ALL LOTS) should include an indemnity to principals clause and these policy documents should be made available.

**Lot 1 & Lot 2 Professional Indemnity Limit: At Service Request Form stage, Framework Clients shall apply the appropriate level of Professional Indemnity to their service requirements, however this level may not exceed the €3 million noted in this Request for Tenders (RFT) document.

***Lot 1 & Lot 2 Cyber Insurance: At Service Request Form stage, Framework Clients shall apply the appropriate level of Cyber Insurance to their service requirements, however this level may not exceed the €3 million noted in this Request for Tenders (RFT) document.

ANNEX 5 – DATA PROTECTION FORM

The Framework Client may refine Annex 5 Data Protection Form to reflect its specific requirements in relation to Processing, Personal Data and Data Subjects under the Contract.

The Framework Client shall insert the completed Annex 5 into its Services Contract at Schedule D.

- Sections 1 – 3 to be completed by the Framework Client in consultation with your Data Protection Officer.
- Sections 4 and 5 to be completed by the Framework Member in relation to Third Party Processors (where necessary).

Processing, Personal Data and Data Subjects

1. Processing by the Contractor as a Data Processor:
 - 1.1 Subject matter of processing
Any and all Personal data and information provided by the Client to the Contractor or generated by the Contractor as a consequence of its participation in this Contract, necessary for the performance of the Contractor's duties under this Contract OR as otherwise indicated by the Client at the outset of this Contract.
 - 1.2 Nature of processing
Processing as necessary for the provision of Interpretation Services as described in this Contract.
 - 1.3 Purpose of processing
The provision of Interpretation Services as described in this Contract.
 - 1.4 Duration of the processing
As required for the satisfactory performance of duties as described in this Contract OR as otherwise indicated by the Client at the outset of this Contract.
2. Types of personal data
Names, addresses, email addresses, telephone numbers, recordings and any other Personal Data provided by the Client or End Users under this Contract.
3. Categories of data subject
Staff (including volunteers, agents, and temporary workers) of Client and/or End Users of the Client.
4. Third Party Processors **(To be completed by Framework Member, where applicable)**
The Contractor is 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 clause 25 (Data Protection and Security) of the proposed Services Contract between the Client and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 25.

5. Agreed Sub-processors **(To be completed by Framework Member, where applicable)**

Additional rows may be inserted as required.

#	Name	Details	
1		Corporate Location:	
		Additional processing locations (if applicable):	
		Relevant recipient service:	
		Types of data processed by Sub-processor:	
		Purpose description of processing:	
		Data Protection Adequacy Decision in place (where applicable)	
2		Corporate Location:	
		Additional processing locations (if applicable):	
		Relevant recipient service:	
		Types of data processed by Sub-processor:	
		Purpose description of processing:	
		Data Protection Adequacy Decision in place (where applicable)	

ANNEX 6 – INTERPRETER REGISTER

Framework Members are required to complete Annex 6 (Interpreter Register) in respect of each named interpreter that they will deploy in servicing the Client's requirements.

Name of Interpreter Proposed	Languages Provided by Named Interpreter	Compliance with Core Competency 1 (detailed at Part A of this Form)	Suitability with Competency 2 (detailed at Part A of this Form)	Suitability with Competency 3 (detailed at Part A of this Form)	Ethical Standards Signed and Provided
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.

Appendix 6: Services Contract

[Insert name of Framework Client]

and

[Insert successful Framework Member's full legal name]

AGREEMENT

Relating to the Provision of Services pursuant to

Request for Tenders for the Establishment of a Multi Supplier Framework for the provision of
Interpreting Services (excluding Irish Language Services)

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 20[YEAR] BETWEEN:

[Insert name of Framework Client] of [address] ("the Client");

and

[Framework Member's full legal name], of [address:] ("the Contractor")

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

WHEREAS:

- A. By Request for Tender entitled "[redacted]" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [redacted] of [redacted] ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority 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.
- B. The Contractor submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.
- D. The Contractor has been placed on rotation established by the Rotation System set out in the RFT.

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 Schedules A to E attached hereto;
 - ii. The Framework Agreement;
 - iii. The RFT;
 - iv. The Service Request Form;
 - v. The Submission;
 - vi. The Response.
- 2. The Contractor agrees to provide the Services described in Schedule B (the "Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the Service Request Form, the Submission and the Response ("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] of [insert contact address]; the Contractor's Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Delete and replace with "Not Used" if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
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 Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), 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 sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- 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 passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information 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 or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements are subject to an IPI measure, within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide , upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

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 any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 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; and
 - 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.
- 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 to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. 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;
 - 8. *Delete and replace with "Not Used" if not applicable:*
 - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 9. the Client shall be under no obligation to purchase any minimum number or value of Services; and

10. it retains and shall maintain for the Term insurances for the nature and amount specified in the Service Request Form (SRF) and RFT. 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 4A.10.

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

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), 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.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. 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.

E. ***Delete and replace with "Not Used" if not applicable:***

Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (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 [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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 calculated as follows:

[insert]

("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent 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. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

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

- H. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. 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
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

- 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 Contractor or Client independently of this Agreement, and any IPR in 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 software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) 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.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR 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 shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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 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. 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. 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 between the Contractor and the Client dated [insert date] and entered into pursuant to clause 13.2 of the Framework Agreement ("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.

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 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- 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, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for [insert number] calendar days either Party may terminate at 14 days' notice.
- 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 [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 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;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- 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:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes 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, 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.

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.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

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 Chairman of the Chartered Institute of Arbitrators, Irish Branch 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.

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 AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, 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. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract

from the commercial register or other competent authority of the country in which the person is established.

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.

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 Criminal Justice (Corruption Offences) Act 2018 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

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

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

- A. 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 Schedule 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) 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 and Tender Submission for review, 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. DATA PROTECTION AND SECURITY

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

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“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 the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E 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 25B, 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;

(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;

(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 or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. 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.
- G. 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.
- H. 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.
- I. The Contractor shall permit the Client, 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.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client'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 Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M.

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

The Client 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 Client 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 25 as between the Client 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 25.

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Delete and replace with 'Not Used' if not applicable:

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

*****Prior to concluding the Services Contract; Framework Clients should delete the Service Levels noted below that are not applicable to their organisation*****

*****Only An Garda Síochána and the Courts Service may use the Service Levels that are dedicated to these organisations*****

*****All other Framework Clients may use the General Service Levels, which may be refined, but may not be fundamentally altered by them*****

Service Levels for Key Framework Clients – An Garda Síochána NB: Time is of the essence for the provision of services and repeated and / or sustained failure to meet stipulated response times for delivery of services may be treated as a serious breach of contract and grounds for termination of Contract and Framework membership.	
Requirements	Agreed Levels:
Availability of service	24/7/365. The requirement is year-round 24hours per day seven days per week. Uninterrupted service must be guaranteed at all times including, where required, during Christmas, Public Holidays, and/or major sporting or other events.
Responsiveness of request coordination centre	100 % of phone calls to be answered by live operator within 1 minute. If call not responded to by live operator within one minute an alternative provider may be used. The Framework Client will raise complaint with Framework Member. In the event of three such failures to respond within a period of one week, the Framework Client will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained non-responsiveness (10 separate complaints or more of individual calls not answered within 1 minute) within a three month period the Framework Client may take steps to terminate contract on grounds of serious breach of contract.
Very urgent requests for Service	All very urgent requests for service must result in an interpreter being confirmed and assigned no later than 60 minutes from time of request. This confirmation to include an anticipated arrival time at the interpreting assignment location. An Garda Síochána may use alternative service if delay greater than 60 minutes. In such cases where the Framework Member fails to attend within the agreed timelines, An Garda Síochána will raise a complaint with Framework Member.

	In the event of three or more instances of delays greater than 180 minutes within a period of one month, An Garda Síochána will ask the Framework Member to take remedial action to prevent recurrence. An Garda Síochána may use alternative service if interpreter is more than 30 minutes late for a confirmed appointment. In such cases An Garda Síochána will raise a complaint with Framework Member. In the event of three or more instances of interpreters being late for agreed appointments at assignment locations within a period of one month, An Garda Síochána will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three month period An Garda Síochána may take steps to terminate the Contract on grounds of serious breach of contract.
Booking Procedures	All requests (telephone and online) to be registered on receipt by Framework Member including the agreed account authorisation code and name and contact details for the requester. Online requests to be acknowledged and confirmed by e-mail to requester within 60 minutes. For services requested more than 24 hours in advance, the Framework Member must re-confirm to booker/customer 12 hours prior that an interpreter has been assigned and will commence work as scheduled. In the event that the Framework Member becomes aware of the likelihood of a significant delay, in any circumstances, the An Garda Síochána requestor must be informed immediately and may decide to use an alternative service provider. In such cases An Garda Síochána will raise a complaint with the Framework Member. In the event of three or more significant delays within a one month period An Garda Síochána will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three month period An Garda Síochána may take steps to terminate the Contract on grounds of serious breach of contract.

Service Delivery	The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure 100% reliable delivery of services to An Garda Síochána at all times. The Framework Member will proactively manage the service provided and ensure the ongoing and effective monitoring of its interpreters' compliance with all Framework, RFT and An Garda Síochána requirements. The Framework Member will ensure that sufficient experienced and competent staff are available at all times to meet the booking, tracking and invoicing requirements in a prompt and efficient manner. The Framework Member will assign a dedicated contract manager to liaise with An Garda Síochána to address any service issues, complaints or accounting/invoicing matters that may be raised.
Quality of Service	The Framework Member shall ensure that all interpreting work is carried out to a high standard of accuracy and that all interpreters are of neat and tidy appearance. An Garda Síochána may refer specific interpreters to independent interpreters for quality assurance. In the event of poor quality interpreting work (5 significant errors/inaccuracies or more) An Garda Síochána shall not be liable for the cost and will issue a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated quality failures (10 separate failures or more established to the satisfaction of An Garda Síochána) within a three month period shall constitute a serious breach and may result in termination of contract. An Garda Síochána may decline to use an interpreter at short notice in the event of serious incompetence, failure to observe agreed standards, breach or lapse in security or confidentiality and misbehaviour.
Management Information (M.I.) Reporting	The Framework Member must provide management information reports on spend, usage and quality assurance as described below: • Framework Management Information: The OGP may require summarised <u>Quarterly</u> Framework reports relating to all contracts awarded under the Framework. • Contract Management Information: An Garda Síochána will require <u>monthly</u> reports relating to their own contract spend.

	Two reports must be supplied and must provide information with entries under the following column headings: <u>Report No. 1: Contract Volume / Values:</u> • Sector (i.e. Justice) • Department / Body / User Organisation (i.e. An Garda Síochána) • Customer Contact Name and Details • Assignment Booking / Tracking Reference • Brief Assignment Description • Language Interpreted • Name of Interpreter • Location and Duration of Interpreting Assignment • Cost of Interpreting Service provided to Customer • Cost of Additional Allowable Expenses to Customer • <u>Total</u> Cost of All Interpreting to Customer Month and Cumulative Year To Date (2 separate column headings) <u>Report No. 2: Quality Assurance Report (monthly reports required by An Garda Síochána)</u> • Volume of interpreting assignments carried out in previous month / quarter by named assigned interpreter and by language • A record and report of any quality issues or other complaints that have arisen in previous month / quarter in relation to named assigned interpreter • Any remedial actions taken on matters arising • Results of monthly 5% sample check of interpreting performed
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	These reports must be provided within 7 days from the end of the required period. Repeated failures (3 or more) within a three month period to provide management information as specified shall constitute a serious breach and may result in termination of Contract.
Attendance Sheet	The Framework Member must provide attendance sheets to An Garda Síochána for invoicing purposes as described below Attendance sheets must include the following information: • Booking Reference • Name of Interpreting Company • Venue • Name of interpreter • Language interpreted and Group language belongs to • Time booked to appear at venue • Time of arrival at venue (Start Time) • Time finished interpreting at venue (End Time. This will be recorded by the appropriate AGS official present) All attendance sheets must be signed by the interpreter and relevant AGS official. The AGS official will note the time the interpreter finishes. The absence of a signed attendance sheet may lead to delays or refusal of payment. Failure to provide the attendance sheets as required may result in a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures (6 or more) within a three month period to provide attendance sheets as specified shall constitute a serious breach and may result in termination of Contract.
Invoicing	Invoices to be issued monthly or as An Garda Síochána require; all invoices are to be submitted for payment within a maximum of 4 weeks of the assignment. Invoices must contain at a minimum the following information: • Booking Reference Identification Number • An Garda Síochána requestor Name and Contact Details • Venue • AGS Cost Centre or other Code

	• Name of Interpreter • Date and Time of Booking • Time Finished Interpreting (End Time): • Language interpreted and Group language belongs to • Interpreting Charge - including separate breakdown of any allowable expenses and / or of any discounts provided Failure to provide invoices as and when required may result a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures within a three month period to provide invoices as and when required shall constitute a serious breach and may result in termination of Contract. When invoices for interpreters' services are submitted for payment, they will be checked against the signed attendance sheets retained by An Garda Síochána to verify the attendance of the interpreter for the delivery of the services invoiced for and to ensure that the amount claimed corresponds with the fee set out in the contract documents. A statement must be attached giving a detailed breakdown of costs for time spent interpreting. Invoices will be returned to the service provider concerned for amendment in the following circumstances: • where the fee is incorrect, • where there is no statement attached, and • where there is an inaccurate statement attached. An Garda Síochána will pay the service provider from the time they are booked to arrive only, to the time they finish interpreting.
Complaints Management	Complaints to be systematically recorded by the Framework Member and reported as per the Quality Assurance report described in these Service Levels. Three or more failures to effectively deal with repeat complaints within a three month period will constitute a serious breach of Contract and may lead to the termination of the Contract.

Service Levels for Key Framework Clients – The Courts Service NB: Time is of the essence for the provision of services and repeated and / or sustained failure to meet stipulated response times for delivery of services may be treated as a serious breach of contract and grounds for termination of Contract and Framework membership.	
Requirements	Agreed Levels:
Availability of service	24/7/365. The requirement is year-round 24hours per day seven days per week. Uninterrupted service must be guaranteed at all times including, where required, during Christmas and/or Public Holidays. It is expected, however, that the majority of Services will be required during normal business hours. The Framework Member must make all reasonable efforts to ensure that interpreters are provided from within a reasonable commuting distance to the location where their services are required as requested. The Framework Member shall constantly update their database to ensure ample coverage in each Region with sufficient local qualified interpreters in all languages and ongoing recruitment for all languages/dialects in all Regions.
Validation of Interpreters and vetting and confidentiality agreements	The Framework Member will supply the Courts Service with assurances that all interpreters being supplied have been validated and Garda Vetted and provide assurances that all interpreters have read, understood and signed the Confidentiality Agreement.
Responsiveness of request coordination centre	100 % of phone calls to be answered by live operator within 1 minute. If call not responded to by live operator within one minute an alternative provider may be used. The Framework Client will raise complaint with the Framework Member. In the event of three such failures to respond within a period of one week, the Framework Client will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained non-responsiveness (10 separate complaints or more of individual calls not answered within 1 minute) within a three month period the Framework Client may take steps to terminate contract on grounds of serious breach of contract.
Very urgent requests for Service	All very urgent requests for service must result in an interpreter being confirmed and assigned no later than 45 minutes from time of request. This confirmation to include an anticipated arrival time at the interpreting assignment location.

	All urgent attendance requests are defined as evening before or morning of court, and must result in an interpreter being confirmed and assigned no later than 45 minutes from time of request. The Courts Service may use alternative service if delay greater than 45 minutes. In such cases where the Framework Member fails to attend within the agreed timelines, the Courts Service will raise a complaint with the Framework Member. In the event of three or more instances of delays greater than 180 minutes within a period of one month, the Courts Service will ask the Framework Member to take remedial action to prevent recurrence. The Courts Service may use alternative service if interpreter is more than 30 minutes late for a confirmed appointment. In such cases the Courts Service will raise a complaint with the Framework Member. In the event of three or more instances of interpreters being late for agreed appointments at assignment locations within a period of one month, the Courts Service will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three month period the Courts Service may take steps to terminate the Contract on grounds of serious breach of contract.
Booking Procedures	All requests (telephone and online) to be registered on receipt by the Framework Member including the agreed account authorisation code and name and contact details for the requester. Online requests to be acknowledged and confirmed by e-mail to requester within 60 minutes. For services requested more than 24 hours in advance, the Framework Member must re-confirm to booker/customer 12 hours prior that an interpreter has been assigned and will commence work as scheduled.

	In the event that the Framework Member becomes aware of the likelihood of a significant delay, in any circumstances, the Courts Service requestor must be informed immediately and may decide to use an alternative service provider. In such cases the Courts Service will raise a complaint with the Framework Member. In the event of three or more significant delays within a one month period the Courts Service will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three month period the Courts Service may take steps to terminate the Contract on grounds of serious breach of contract.
Service Delivery	The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure 100% reliable delivery of services to the Courts Service at all times. The Framework Member will proactively manage the service provided and ensure the ongoing and effective monitoring of its interpreters' compliance with all Framework, RFT and Courts Service requirements. The Framework Member will ensure that sufficient experienced and competent staff are available at all times to meet the booking, tracking and invoicing requirements of the Courts Service in a prompt and efficient manner. The Framework Member will assign a dedicated contract manager to liaise with the Courts Service to address any service issues, complaints or accounting/invoicing matters that may be raised. Interpreters must make themselves known to the Court Registrars when they arrive in court or Court Office if matters are "in camera". They should arrive in good time

	and have an identification badge. Failure to make themselves known to the Registrar/ office may result in the non-recording of their attendance.
Quality of Service	The Framework Member shall ensure that all interpreting work is carried out to a high standard of accuracy and that all interpreters are of neat and tidy appearance. The Courts Service may refer specific interpreters to independent interpreters for quality assurance. In the event of poor quality interpreting work (5 significant errors/inaccuracies or more) the Courts Service shall not be liable for the cost issue a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated quality failures (10 separate failures or more established to the satisfaction of the Courts Service) within a three month period shall constitute a serious breach and may result in termination of contract. The Courts Service may decline to use an interpreter at short notice in the event of serious incompetence, failure to observe agreed standards, breach or lapse in security or confidentiality and misbehaviour.
Quality Control and Contract Management	The quality and efficiency of interpreting services provided under any contract will be closely monitored by the Courts Service. The Framework member must provide a high level of quality control and contract management throughout the contract and must ensure that a high quality, timely and complete interpreting service is provided for the duration of the contract. Responsibility for the provision of such a quality service will rest with the Framework member. Any problems that may arise with individual personnel providing interpretation under this contract must be dealt with by the Framework member. The Courts Service reserves the right to refuse to use individuals at short notice in the event of misbehaviour, breach of security or confidentiality, non-adherence to standards or serious incompetence. The Courts Service's and Framework member's Contact shall liaise on a regular basis to agree issues arising which may impact the performance of this agreement and to agree compliance schedules and operational protocols as required by the Courts Service requested in writing. The Framework member shall comply with all written directions of the Courts Service.

	The framework member shall liaise with and keep the Courts Service fully informed of any matter which might affect the observance and performance of their obligations under any Agreement; maintain such records and comply with such reporting arrangements and protocols as required by the Courts Service; comply with all reasonable directions of the Client; and comply with the service levels and performance indicators set out. Should the Court direct that a particular Interpreter may not be used on foot of a legal challenge, this will not constitute a quality control measure and will be dealt with by contact between the Courts Service and Contractor as the situation may require.
Management Information (M.I.) Reporting	The Framework Member must provide management information reports on spend, usage and quality assurance as described below. • Framework Management Information: The OGP may require summarised <u>Quarterly Framework</u> reports relating to all contracts awarded under the Framework. • Contract Management Information: The Courts Service will require <u>monthly</u> reports relating to their own contract spend. Two reports must be supplied and must provide information with entries under the following column headings: <u>Report No. 1: Contract Volume / Values:</u> • Sector (i.e. Justice) • Department / Body / User Organisation (i.e. the Courts Service) • Customer Contact Name and Details • Assignment Booking / Tracking Reference • Brief Assignment Description • Language Interpreted • Name of Interpreter • Location and Duration of Interpreting Assignment

	• Cost of Interpreting Service provided to Customer • Cost of Additional Allowable Expenses to Customer • <u>Total</u> Cost of All Interpreting to Customer Month and Cumulative Year To Date (2 separate column headings) <u>Report No. 2: Quality Assurance Report (monthly reports required by the Courts Service)</u> • Volume of interpreting assignments carried out in previous month / quarter by named assigned interpreter and by language • A record and report of any quality issues or other complaints that have arisen in previous month / quarter in relation to named assigned interpreter • Any remedial actions taken on matters arising • Results of monthly 5% sample check of interpreting performed These reports must be provided within 7 days from the end of the required period. Repeated failures (3 or more) within a three month period to provide management information as specified shall constitute a serious breach and may result in termination of Contract.
Attendance Sheet	The Framework Member must provide attendance sheets to the Courts Service for invoicing purposes as described below. Attendance sheets must include the following information: • Booking Reference • Name of Interpreting Company • Venue • Name of interpreter • Language interpreted and Group language belongs to • Time booked to appear at venue • Time of arrival at venue (Start Time) • Time finished interpreting at venue (End Time. This will be recorded by the Court registrar/appropriate court official) All attendance sheets must be signed by the interpreter and court registrar/appropriate court official. The court registrar/appropriate court official will

	note the time the interpreter finishes. The absence of a signed attendance sheet may lead to delays or refusal of payment. Failure to provide the attendance sheets as required may result in a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures (6 or more) within a three month period to provide attendance sheets as specified shall constitute a serious breach and may result in termination of Contract.
Invoicing	Invoices to be issued monthly or as the Courts Service require. All invoices are to be submitted for payment within a maximum of 6 weeks of attendance in court. Invoices must contain at a minimum the following information: • Booking Reference Identification Number • Courts Service requestor Name and Contact Details • Court Venue • Courts Service Cost Centre or other Code • Name of Interpreter • Date and Time of Booking • Time Finished Interpreting In Court (End Time): • Language interpreted and Group language belongs to • Interpreting Charge - including separate breakdown of any allowable expenses and / or of any discounts provided Failure to provide invoices as and when required by the Courts Service may result a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures within a three month period to provide invoices as and when required shall constitute a serious breach and may result in termination of Contract. When invoices for interpreters' services are submitted for payment, they will be checked against the signed attendance sheets retained by the Court Registrar to verify the attendance of the interpreter in court for the delivery of the services invoiced for and to ensure that the amount claimed corresponds with the fee set out in the contract documents. A statement must be attached giving a detailed breakdown of

	costs for time spent interpreting in Court (where applicable). Invoices will be returned to the service provider concerned for amendment in the following circumstances: • where the fee is incorrect, • where there is no statement attached, and • where there is an inaccurate statement attached. The Courts Service will pay the service provider for the interpreters time spent in court from the time they are booked to be in court or arrive in court only, to the time they finish interpreting, regardless of the number of cases in which the interpreting is provided or the number of languages interpreted.
Complaints Management	Complaints to be systematically recorded by the Framework Member and reported as per the Quality Assurance report described in these Service Levels. Three or more failures to effectively deal with repeat complaints within a three month period will constitute a serious breach of Contract and may lead to the termination of the Contract.

General Service Levels for Framework Clients NB: Time is of the essence for the provision of services and repeated and / or sustained failure to meet stipulated response times for delivery of services may be treated as a serious breach of contract and grounds for termination of Contract.	
Requirements	Agreed Levels:
Availability of Service	Monday - Friday 9.00 am-5.00 pm. Interpreter(s) may be required for assignments outside of these standard hours (Evening assignment or on a Saturday, Sunday or Public Holiday). ***The Framework Client shall refine the days and times of Service Availability according to the needs of their organisation***
Booking Procedures / Attendance at Appointments	All bookings (whether for a face-to-face, telephone, or video-call) are generally pre-arranged and are submitted via email / electronically. The Framework Member must provide confirmation of all bookings via email or electronically. All requests for service provision to be registered on receipt by Framework Member including the agreed account authorisation code and name and contact details for the requester.

	Online requests to be acknowledged and confirmed by e-mail to requester within 60 minutes. For services requested more than 24 hours in advance, The Framework Member must re-confirm to booker/customer 12 hours prior that an interpreter has been assigned and will commence work as scheduled. In the event that the Framework Member becomes aware of the likelihood of a delay, in any circumstances, THE FRAMEWORK CLIENT(S) requestor must be informed immediately and may decide to use an alternative service provider. In such cases where the Framework Member fails to attend within the agreed timelines, THE FRAMEWORK CLIENT(S) will raise a complaint with The Framework Member and offset any extra cost against the next invoice. In the event of three or more significant delays within a one-month period THE FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of services (10 separate complaints or more) within a three-month period THE FRAMEWORK CLIENT(S) may take steps to terminate the Contract on grounds of serious breach of contract.
Very urgent requests for Service	Very urgent requests for service shall be booked by telephone. 100 % of phone calls to the number provided for this purpose must be answered by live operator within 1 minute. If call not responded to by live operator within one minute an alternative provider may be used. Where face-to-face interpreting is required, all very urgent requests for service must result in an interpreter being confirmed and assigned no later than 60 minutes from time of request. This confirmation to include an anticipated arrival time at the interpreting assignment location. Where telephone or video call interpreting is required, the assigned interpreter must contact the location to commence the assignment within 30 minutes. Failure to adhere to these service levels: The Contracting Authority will raise complaint with The Framework Member. In the event of three such failures to respond within a period of one week, the Contracting Authority will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained non-responsiveness (10 separate complaints or more of individual calls not

	answered within 1 minute) within a three-month period the Contracting Authority may take steps to terminate contract on grounds of serious breach of contract. Where an urgent request has been submitted, THE FRAMEWORK CLIENT(S) may use alternative service if delay greater than 60 minutes. In such cases where the Framework Member fails to attend within the agreed timelines, THE FRAMEWORK CLIENT(S) will raise a complaint with The Framework Member. In the event of three or more instances of delays greater than 180 minutes within a period of one month, THE FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. THE FRAMEWORK CLIENT(S) may use alternative service if interpreter is more than 30 minutes late for a confirmed face-to-face appointment or is more than 15 minutes late in contacting the relevant office for a telephone or video-call assignment. In such cases THE FRAMEWORK CLIENT(S) will raise a complaint with the Framework Member. In the event of three or more instances of interpreters being late for agreed appointments at assignment locations within a period of one month, THE FRAMEWORK CLIENT(S) will ask the Framework Member to take remedial action to prevent recurrence. In the event of sustained and/or repeated delays in the provision of urgent services (10 separate complaints or more) within a three-month period THE FRAMEWORK CLIENT(S) may take steps to terminate the Contract on grounds of serious breach of contract.
Service Delivery	The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure 100% reliable delivery of services to THE FRAMEWORK CLIENT(S) at all times. The Framework Member will proactively manage the service provided and ensure the ongoing and effective monitoring of its interpreters' compliance with all the requirements under the Framework and those of THE FRAMEWORK CLIENT(S). The Framework Member will ensure that sufficient experienced and competent staff are available at all times to meet the booking, tracking and invoicing requirements of THE FRAMEWORK CLIENT(S) in a prompt and efficient manner.

	The Framework Member will assign a dedicated Key Account Manager to liaise with THE FRAMEWORK CLIENT(S) to address any service issues, complaints or accounting/invoicing matters that may be raised.
Quality of Service	The Framework Member shall ensure that all interpreting work is carried out to a high standard of accuracy and that all interpreters are of neat and tidy appearance. THE FRAMEWORK CLIENT(S) may refer specific interpreters to independent interpreters for quality assurance. In the event of poor-quality interpreting work (5 significant errors/inaccuracies or more) THE FRAMEWORK CLIENT(S) shall not be liable for the cost and issue a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated quality failures (10 separate failures or more established to the satisfaction of THE FRAMEWORK CLIENT(S)) within a three-month period shall constitute a serious breach and may result in termination of contract. THE FRAMEWORK CLIENT(S) may decline to use an interpreter at short notice in the event of serious incompetence, failure to observe agreed standards, breach or lapse in security or confidentiality and misbehaviour.
Management Information Reporting (M.I.)	The Framework Member must provide management information reports on spend, usage and quality assurance as set out below. • Framework Management Information: The OGP may require summarised <u>Quarterly</u> Framework reports relating to all contracts awarded under the Framework. • Contract Management Information: THE FRAMEWORK CLIENT(S) will require monthly reports relating to their own contract spend. The reports must be supplied and must provide information with entries under the following column headings: <u>Report No. 1: Contract Volume / Values:</u> • Sector (i.e. Justice) • Department / Body / User Organisation (i.e. THE FRAMEWORK CLIENT(S)) • Customer Contact Name and Details

	• Assignment Booking / Tracking Reference • Brief Assignment Description • Language Interpreted • Name of Interpreter • Location and Duration of Interpreting Assignment • Cost of Interpreting Service provided to Customer • Cost of Additional Allowable Expenses to Customer • <u>Total</u> Cost of All Interpreting to Customer Month and Cumulative Year To Date (2 separate column headings) <u>Report No. 2: Quality Assurance Report (monthly reports required by THE FRAMEWORK CLIENT(S)).</u> • Volume of interpreting assignments carried out in previous month / quarter by named assigned interpreter and by language • A record and report of any quality issues or other complaints that have arisen in previous month / quarter in relation to named assigned interpreter • Any remedial actions taken on matters arising • Results of monthly 5% sample check of interpreting performed These reports must be provided within 7 days from the end of the required period. Repeated failures (3 or more) within a three-month period to provide management information as specified shall constitute a serious breach and may result in termination of Contract.
Attendance Sheet	The Framework Member must provide attendance sheets to THE FRAMEWORK CLIENT(S) for invoicing purposes as described below. Attendance sheets must include the following information:

	• Booking Reference • Name of Interpreting Company • Venue • Name of interpreter • Language interpreted and Group language belongs to • Time booked to appear at venue • Time of arrival at venue (Start Time) • Time finished interpreting at venue (End Time) Failure to provide the attendance sheets as required may result in a written warning asking The Framework Member to take remedial action to prevent recurrence. Repeated failures (6 or more) within a three-month period to provide attendance sheets as specified shall constitute a serious breach and may result in termination of Contract.
Invoicing	Invoices to be issued monthly or as THE FRAMEWORK CLIENT(S) requires. Invoices must contain at a minimum the following information: • Booking Reference Identification Number • THE FRAMEWORK CLIENT(S) requestor Name and Contact Details • THE FRAMEWORK CLIENT(S) Cost Centre or other Code • Name of Interpreter • Date and Time of Booking • Date, Time of Duration of Interpreting in minutes • Language interpreted and Group language belongs to • Interpreting Charge - including separate breakdown of any allowable expenses and / or of any discounts provided Failure to provide invoices as and when required by THE FRAMEWORK CLIENT(S) may result a written warning asking the Framework Member to take remedial action to prevent recurrence. Repeated failures within a three-month period to provide invoices as and when required shall constitute a serious breach and may result in termination of Contract.

Complaints Management	Complaints to be systematically recorded by the Framework Member and reported as per the Quality Assurance report described in these Service Levels. Three or more failures to effectively deal with repeat complaints within a three-month period will constitute a serious breach of Contract and may lead to the termination of the Contract.
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Schedule E: 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

Appendix 7: Confidentiality Agreement

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

The [insert name of Contracting Authority]/[insert name of Framework Client] of [insert address] (hereinafter “the Client”) of the one part;
and [Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

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

The Contractor and the [Insert name of Contracting Authority] have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

- B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

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 Client 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 Client 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 Client, the supply of **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 Framework Agreement and/or 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 Client, 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 Clients; 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 Client, as applicable; 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 Clients 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 Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;
- 6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority and/or any

Framework Client) 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 Client 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 Client and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, 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 Framework Agreement 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 Client 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 Client;

- (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;
- (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 or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. 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.
- G. 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.
- H. 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.

- I. The Contractor shall permit the Client, 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.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client 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 Client or the Client'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 Client's option, reimburse the Client 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 Client 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 Client 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 Client 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 Client

(being a duly authorised officer)

SIGNED for and on behalf of the Contractor

Witness

Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

4. Processing by the Contractor
 - 4.1 Subject matter of processing
 - 4.2 Nature of processing
 - 4.3 Purpose of processing
 - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

Appendix 8: Universal Code of Ethics Form for Interpreters

CODE OF ETHICS

GENERAL PRINCIPLES

1. PROFESSIONAL CONDUCT

Interpreters act at all times in accordance with the standards of conduct and decorum appropriate to the Framework Client setting in which they are delivering services.

Explanation: Interpreters take responsibility for their work and conduct; they are committed to providing quality service in a respectful and culturally sensitive manner, dealing honestly and fairly with other parties and colleagues, and dealing honestly in all business practices. They disclose any conflict of interest or any matter that may compromise their impartiality. They observe common professional ethics of diligence and responsiveness to the needs of other participants in their work.

2. CONFIDENTIALITY

Interpreters maintain confidentiality and do not disclose information acquired in the course of their work.

Explanation: Interpreters are bound by strict rules of confidentiality, as are the persons they work with in professional or business fields.

3. COMPETENCE

Interpreters only undertake work they are competent to perform in the languages for which they are competent.

Explanation: In order to practise, interpreters need to have particular levels of expertise for particular types of work. Those who work with interpreters are entitled to expect that they are working with appropriately qualified practitioners. Practitioners always represent their credentials honestly. Where formal training or accreditation is not available, practitioners have an obligation to increase and maintain skills through their own professional development.

4. IMPARTIALITY

Interpreters observe impartiality in all professional contacts. Interpreters remain unbiased throughout the communication exchanged between the participants in any interpreted encounter.

Explanation: Interpreters play an important role in facilitating parties who do not share a common language to communicate effectively with each other. They aim to ensure that the full intent of the communication is conveyed. Interpreters are not responsible for what the parties communicate, only for complete and accurate transfer of the message. They do not allow bias to influence their performance; likewise they do not soften, strengthen or alter the messages being conveyed.

5. ACCURACY

Interpreters use their best professional judgement in remaining faithful at all times to the meaning of messages.

Explanation: Accuracy for the purpose of this Code means optimal and complete message transfer into the target language preserving the content and intent of the source message or text without omission or distortion.

6. CLARITY OF ROLE BOUNDARIES

Interpreters maintain clear boundaries between their task as facilitators of communication through message transfer and any tasks that may be undertaken by other parties involved in the assignment.

Explanation: The focus of interpreters is on message transfer.

Practitioners do not, in the course of their interpreting duties, engage in other tasks such as advocacy, guidance or advice. Even where such other tasks are mandated by particular arrangements, practitioners insist that a clear demarcation is agreed on between interpreting and other tasks. For this purpose, interpreters will, where the situation requires it, provide an explanation of their role in line with the principles of this Code.

7. MAINTAINING PROFESSIONAL RELATIONSHIPS

Interpreters are responsible for the quality of their work, whether as employees, freelance practitioners or contractors with interpreting agencies. They ensure that they have allocated adequate time to complete their work; they foster a mutually respectful business relationship with the people with whom they work and encourage them to become familiar with the interpreter role.

Explanation: Interpreters work in a variety of settings with specific institutional demands and a wide range of professional and business contexts. Some settings involve strict protocols where the interpreter is a totally independent party, while others are marked by cooperation and shared responsibilities. Interpreters must be familiar with these contexts, and endeavour to have the people they work with understand their role. For practitioners who work through agencies, the agency providing them with the work is one of their clients, and practitioners maintain the same professional standards when working with them as when working with individual clients. At the same time agencies must have appropriate and fair procedures in place that recognise and foster the professionalism of interpreting practitioners.

8. PROFESSIONAL DEVELOPMENT

Interpreters continue to develop their professional knowledge and skills.

Explanation: Practitioners commit themselves to lifelong learning, recognising that individuals, services and practices evolve and change over time. They continually upgrade their language and transfer skills and their contextual and cultural understanding. They keep up to date with the technological advances pertinent to their practice in order to continue to provide quality service. Practitioners working in languages where there is no standard training or credential may need to assess, maintain and update their standards independently

9. PROFESSIONAL SOLIDARITY

Interpreters respect and support their fellow professionals, and they uphold the reputation and trustworthiness of the profession of interpreting.

Explanation: Practitioners have a loyalty to the profession that extends beyond their individual interest. They support and further the interests of the profession and their colleagues and offer each other assistance.

SIGNATURE

I, the undersigned, affirm that I have read, understood, and agree to abide by the ethical standards outlined above.

Signature: _____

Date: _____

End of Document