An Ghníomhaireacht um Leanaí agus an Teaghlach
Child and Family Agency

Request for Tenders 5th November 2026

To establish a Framework Agreement

For the provision of Close Personal Protection Services to Child and Family Agency (Tusla)

Tender procedure: Open procedure

Tender Deadline: 07 December 2026

Table of Contents

PART 1: INTRODUCTION 4

PART 2: OVERVIEW OF THE CONTRACTING AUTHORITY 5

2.1. Overview of Tusla 5
2.2. Mission 5
2.3. Vision 5
2.4. Values 5
2.5. Remit of Tusla 5
2.6. Services Provided by Tusla 6

PART 3: REQUIREMENTS AND SPECIFICATIONS 7

3.1. Scope of this Procurement 7
3.2. Requirements and Specifications 8
3.3. Close Personal Protection 8

PART 4: SELECTION AND AWARD CRITERIA 12

4.1 Compliant Tenders 12
4.2 Selection criteria 12
4.2.A Economic and Financial Standing 12
4.2.B Technical and Professional Ability 13
4.3 Award criteria 15
4.4 Presentation of proposals 21
4.5 Standstill period 21
4.6 Return of signed contracts 21

PART 5: INSTRUCTIONS TO TENDERERS 23

5.1 Important Notices 23
5.2 Compliant Tenders 23
5.3 Services Contract 24
5.4 Acceptance of RFT Requirements 24
5.5 Consortia and Prime/Subcontractors 24
5.6 Tender Submission Requirements 25
5.7 Queries and Clarifications 25
5.8 Tendering Costs 26
5.9 Confidentiality 26
5.10 Pricing 26
5.11 Environmental, social and labour law 26
5.12 Publicity 27
5.13 Registerable interest 27
5.14 Anti-competitive conduct 27
5.15 Industry terms used in this RFT 27
5.16 Freedom of information 27
5.17 Tax Clearance 28

5.18 CONFLICTS OF INTEREST 28
5.19 WITHDRAWAL FROM THIS COMPETITION 28
5.20 SITE VISIT 28
5.21 INSURANCE 28
5.22. SERVICE AGREEMENT AND SERVICE CONTRACT 29

APPENDIX 1: PRICING SCHEDULE 30

APPENDIX 2: TENDERER'S STATEMENT 31

APPENDIX 2A: FOREIGN SUBSIDIES REGULATION 33

APPENDIX 3: DECLARATION AS TO PERSONAL CIRCUMSTANCES OF TENDERER 46

APPENDIX 4: FRAMEWORK AGREEMENT 49

1. DEFINITIONS AND INTERPRETATION 49
2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT 50
3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS 51
4. SERVICE CONTRACT 51
5. PROCEDURE FOR AWARD OF CONTRACTS 51
6. APPLICABLE LAW AND JURISDICTION 52
7. COMPLIANCE WITH LAWS 52
8. TAX CLEARANCE 52
9. ANTI COMPETITIVE CONDUCT 52
10. CONFLICTS OF INTEREST SEE ABOVE RE FORMER EMPLOYEES 52
11. REGISTERABLE INTEREST 53

ANNEX 1 TO THE FRAMEWORK AGREEMENT 54

APPENDIX 5: SERVICES CONTRACT 55

Part 1: Introduction

The Child and Family Agency (Tusla) (the "Contracting Authority") invites tenders from economic operators for the provision of services as described in Part 3 of this Request for Tender (RFT). The services entail the provision of Security Services to the Child and Family Agency (Tusla).

This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016). If successful, the resulting framework will have a term of 36 months, with the possibility of an additional twelve-month extension, all under the same terms and conditions and subject to legal obligations.

The Contracting Authority estimates the expenditure on the services covered by the proposed framework to maximise at **approximately €12 million (excluding VAT)** over the 36 month term including the option to extend by either 50% contract value or a period of 12months. Tenderers should note that this figure is an estimate based on current and anticipated future usage.

The Framework Agreement ("Framework Lot"). References in this RFT to "Framework Agreement" and or "Framework Agreements" shall refer to this Framework Agreement.

Any successful Tenderer who enters into a Framework Agreement with the Contracting Authority in respect of any Framework Lot is referred to as a "Framework Member." The Contracting Authority reserves the right not to enter into Framework Agreements for any particular Framework Lot or Lots. Tenderers may submit tenders for one or more Framework Lots.

The Contracting Authority promotes fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 5.5, to explore collaboration possibilities with other SMEs or larger enterprises. This collaboration allows them to contribute to the successful implementation of any resulting Services Contract and enhance their social and economic benefits.

Similarly, larger enterprises are encouraged, subject to paragraph 5.5, to find practical ways to include SMEs in their proposals, aiming to maximize the social and economic benefits of potential Services Contracts arising from this competition.

Part 2: Overview of the Contracting Authority

2.1. Overview of Tusla

Tusla, the Child and Family Agency, was established as an independent legal entity on 1st January 2014. It integrates HSE Children & Family Services, the Family Support Agency, the National Educational Welfare Board, along with some psychological services and a range of services addressing domestic, sexual, and gender-based violence.

Tusla is the dedicated State agency responsible for enhancing the wellbeing and outcomes for children, representing the most comprehensive reform of child protection, early intervention, and family support services ever undertaken in Ireland. The agency employs approximately 5,000 staff and operates with an annual budget of around €1 billion.

Operating under the Child and Family Agency Act 2013, Tusla prioritises children and views families as the foundation of strong, healthy communities where children can thrive. The Act emphasises partnership and cooperation in delivering seamless services to children and families.

The establishment of Tusla signifies an opportunity to innovate and consider various perspectives on the most effective ways to deliver a wide range of services for children and families. This approach is responsive, inclusive, and outward-looking.

2.2. Mission

To support and promote the development, welfare, and protection of children, and to ensure the effective functioning of families through a responsive, inclusive, and innovative approach.

2.3. Vision

To create a society where all children are safe, nurtured, and supported within their families and communities, ensuring their wellbeing and optimal development.

2.4. Values

- *Child-Centred:* Prioritising the best interests of the child in all decisions and actions.
- *Inclusive:* Consulting children and families to shape policies and services.
- *Collaborative:* Strengthening interagency cooperation to deliver seamless, responsive services.
- *Innovative:* Embracing new ways of working to meet the evolving needs of children and families.
- *Transparent:* Ensuring clear communication and accountability in all activities.

2.5. Remit of Tusla

Under the Child and Family Agency Act 2013, Tusla is tasked with:

- Supporting and promoting the development, welfare, and protection of children, and the effective functioning of families.
- Providing care and protection for children when parents are unable to meet their needs. In order to discharge these responsibilities, the Agency is required to maintain and develop the services needed in order to deliver these supports to children and families and provide certain services for the psychological welfare of children and their families.
- Ensuring every child attends school or otherwise receives an education, and supporting children's attendance, participation, and retention in education.
- Guiding decisions affecting individual children by considering their best interests.

- Consulting children and families to shape the agency's policies and services.
- Strengthening interagency cooperation to ensure responsive services.
- Conducting research related to its functions and advising the Minister.
- Commissioning services for child and family services.

2.6. Services Provided by Tusla

Tusla offers a range of universal and targeted services, including:

- Child protection and welfare services.
- Educational welfare services.
- Alternative care, including residential services for young people.
- Family and community-based supports.
- Early years services.

Part 3: 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.

Note: Service Providers are requested to only submit a tender if they are confident that they have the requisite capacity, suitably qualified staff, experience and expertise within their organisation to deliver on the project as outlined in the project documentation commencing no later than an agreed date in Q1 2027.

Post Employment Restriction Policy:

1. It is recognised that employees of Tusla, the Child and Family Agency may potentially have had access to confidential and / or internal operating information. This may further extend to relationships, knowledge or contacts with persons still employed by the Agency.

2. The Agency recognises that this knowledge / contacts may potentially present (or be reasonably perceived to present) an unfair advantage if the Agency were to engage persons who were formerly in the employment of the Agency in business.

3. Tusla, the Child and Family Agency, recognises the public's interest in free competition and the Agency's need to apply transparent business processes at all times. It may adversely impact the public's perception of the Agency if the Agency were to engage former staff in business immediately after they retire or resign from their role within the Agency.

4. As such, it is the policy of Tusla, the Child and Family Agency that any former staff member where there might be an actual or perceived conflict will need to put forth proposals to mitigate against this potential conflict. The Agency will then assess the proposals provided to confirm that they mitigate against any actual or perceived conflict. If the Agency is of the view, following assessment of the proposals, that conflict remains the Agency may refuse approval or attach conditions to the approval.

5. Such conditions could include the non-assignment of work under this framework for a period of time not exceeding 12 months.

6. Further, it is the Agency's policy that any current employee of Tusla, the Child and Family Agency (for example is on career break or sabbatical or seconded to another partner agency) may not engage in business with the Agency where such engagement would lead to actual or potential conflict.

3.1. Scope of this Procurement

The purpose of this Request for Tender (RFT) is to engage supplier(s) to provide comprehensive and adaptable professional Close Personal security services to multiple Tusla locations located nationally. The sites included in this tender vary in size and property type, necessitating a tailored security service to meet the specific needs of each location. Sites can be added and removed from service during the term of the agreement.

This document outlines the specific security arrangements required by Tusla Child and Family Agency for the sites in scope for this tender.

The potential value over the life of the Contract including extension period is a follows:

Period	Estimated Contract Value Range
Year 1	An Estimated expenditure value of approximately €3m
Term of Agreement	To a maximum of €12million over the life of the agreement

Note: The estimated contract values are indicative and subject to change based on final agreement and actual service requirements. TUSLA guarantees no level of business through these agreements to any Contractor.

This framework will operate as a cascade framework. A maximum of 3 parties will be appointed to each framework. The minimum number will be 1 party in which case the cascade mechanism will not be operated. Tusla expects the providers to be able to operate the service as a National service. You may collaborate with licensed, authorised operators in different parts of Ireland but must declare this in your tender documentation and submit an ESPD and tenderer statements for every sub-contractor used to cover services across Ireland. The first ranked cascade member will be awarded all the work. Work will be allocated to the second ranked member where performance is considered unsatisfactory. In the event that all three cascade members perform in an unsatisfactory way, Tusla reserves the right to collapse the framework and resort to a new tender arrangement.

3.2. Requirements and Specifications

Environmental Requirements

The tenderer must note and comply with the environmental policies and considerations in place, using products and services that are environmentally sound. Compliance and cooperation with all sustainability initiatives to reduce environmental impact, including waste management, water conservation, and energy efficiency, are required. Environmentally friendly management measures should include:

- Environmentally friendly vehicles.
- Virtual reporting.
- Staff training.
- Use of energy-efficient consumables such as torches and recycled materials.
- Reduced waste, particularly in water usage during patrols.
- Energy efficiency measures, including turning off equipment when not in use.
- Environmentally friendly intervention in the supply chain where possible
- Using energy-efficient appliances and light bulbs.

3.3 Close Personal Protection

The Contractor must be a Private Security Authority (PSA) registered contractor and must remain registered for the duration of the contract with Tusla.

The Contractor shall provide Close Protection Security Officers who will fulfil security requirements as needed in Tusla-owned Children's Residential Care Centres, Special Care Centres, in transit with staff and service users, and off-site. The centres are operational 24 hours a day, 7 days a week, and all year round.

The service categories that the Contractor must provide include:

- General Close Personal Protection Personnel to provide CPP services in Tusla owned & operated sites and in third party locations where Tusla is engaged in or providing services
- Transportation services to and from Tusla owned & operated sites and in third party locations where Tusla is engaged in or providing services to include a suitable vehicle for the transport services as needed and to include a suitably qualified trained driver. The vehicle used must not have logos or branding i.e. it should be a typical people carrier / saloon vehicle.
- Specialist Security Services for high risk / high threat scenarios involving external credible threats
- Demand Led on call CPP services to provide support to locations availing of CPP services
- Site survey and risk assessment of property prior to standing up of CPP services as needed

Requirements for Close Protection Security Officers

All Close Protection Security Officers assigned to the contract must:

- Be available to support the Care team and support staff in relation to any incidents of physical violence or during the safe transportation of young persons (YPs). Close Personal Protection Personnel must adhere to any risk mitigation measures outlined by Tusla staff for such activities.
- **Not** engage in the behaviour management of young people.
- Take a passive role and at all times follow instructions from members of the Care Team and/or Tusla Management.
- Not to take unilateral action to engage in the behaviour management of any young person unless there is an immediate physical threat to the safety of staff members or the young person themselves. In such cases, close personal protection personnel will remove staff from the area of risk, and the care team will give instructions and take appropriate action.
- CPP staff are expected to respond in a proportionate manner in conjunction with care staff should the need arise to intervene if a young person poses a serious risk of harm to themselves or other young people/service users.
- Should a young person demonstrate VHA behaviour towards a member of the public, Care Staff will engage and de-escalate, should the care staff become at risk of harm the CPP staff are expected to respond in a proportionate manner in conjunction with the care staff. Where deemed necessary the Gardai must be called.
- Use the least restrictive intervention possible to prevent injury to themselves and others, using proximity control in the first instance.
- Participate in site-specific or individual-specific risk assessments led by the Care Team and/or Tusla Management. This includes contributing to risk mitigation plans for incidents, particularly in environments with potential aggression or violence, as well as during the safe transport of young persons (YPs), where applicable.
- Follow a structured risk management system, such as a threat matrix or control table, to evaluate and mitigate potential risks. Security staff should document these risks and consult with care staff to determine appropriate actions.
- Only use physical intervention utilising approved physical holds as per their training, and only as a last resort. Physical intervention should be employed only when all other de-escalation skills have been exhausted, and it is determined that harm to individuals is likely or inevitable.
- If physical intervention is required, initiate a physical hold using their approved training and it may require assistance from members of the Care Team who are expected to assist.

General Requirements for All Close Personal Security Personnel

- All security personnel assigned to the contract must have the following before commencing on site and where applicable must maintain certification/license:

- Be registered with the Private Security Authority and remain registered for the duration of the contract with Tusla.
- Hold a minimum of a QQI Level 4 qualification in security guarding.
- Hold a Level 3 qualification in Close Protection.
- Have a minimum of PHECC FAR First Aid Responder Training
- Have completed all 4 modules of Children First Training
- Have completed Manual Handling Training (non-provider specific)
- Have completed GDPR Training (non-provider specific)
- Hold an SIA close protection license.
- Be trained in the most suitable accredited physical intervention techniques and conflict management. Tusla will provide additional physical intervention training which security personnel must complete where necessary.
- Adhere to the Private Security Authority standards for the duration of the contract with Tusla.
- Familiarise themselves with the site they are assigned to as part of the induction process.
- Comply with all legal obligations in relation to the Safety, Health, and Welfare at Work Act and.
- Be Garda Vetted, including domestic and international vetting. This includes Garda vetting and International Police Clearance for all countries where the individual was resident for 6 months or more when aged 18 or over. If applicable, the personnel must have a valid work permit.
- Advance Garda Vetting is required relevant to working with young people
- The onus is on the contractor to ensure all staff put forward to provide CPP services for Tusla have all prior employment references and comply with the requirements of the Tusla CCU.
- Wear and display a current company-issued employee photo identification badge and their current PSA licence, visible as appropriate to the site.
- Possess good interpersonal and communication skills, including proficiency in English. Security personnel must be able to converse effectively in English.
- Have experience in dealing with the public.
- Possess the physical and technical ability to carry out all duties required of them, ensuring they are fit and capable of responding physical demands.
- Strive to attain high standards in the exercise of their duties.
- Always present in a professional and personable manner to colleagues and the public.
- Complete all tasks in a professional, safe, and conscientious manner.
- Wear safety equipment where provided and as recommended by the manufacturer.
- Maintain good personal hygiene and always appear clean and tidy.
- Not interfere with IT equipment or use the telephone for personal calls.
- Not attend for duty under the influence of alcohol or prohibited substances.
- Ensure that services are provided efficiently and with minimal interruption, interference, or inconvenience to staff or the daily work routine of the site. The following procedures must be in place to ensure continuous service:
- Handover Period and Downtime: There must be a defined handover period for when one security officer finishes a shift and the next officer begins, ensuring no gaps in coverage or downtime. The handover period should allow for communication of any important updates, incidents, or ongoing issues.
- Late or Absent Personnel: A clear process must be established and followed for situations where a security officer is late or unable to attend their shift. This process should include timely communication to supervisors and arrangements for cover to ensure there is no disruption in service.

- Shift Handover Report: A detailed shift handover report should be completed after each shift. This report will document key incidents, updates, and any issues encountered during the shift. It should be developed and submitted to the relevant supervisor at the end of each shift to ensure continuity of service and proper communication between security officers.
- Immediately inform Contractor Management and the Tusla local manager of any issues that arise which may affect the performance of the service provided under the contract.
- Take disciplined and controlled action, proportionate to the level of any threatening situation encountered.
- Ensure that all activities are lawful and compliant with current legislation, official guidance, and good practice and standards.
- Ensure that client confidentiality/dignity and respect is always maintained.

Compliance and Document Audit Requirements

Compliance Packs must be prepared by the contractor for each security personnel assigned to Tusla. The Compliance Pack must include the following documentation and be provided immediately upon request:

Training Certificates:

- Be registered with the Private Security Authority and remain registered for the duration of the contract with Tusla.
- Hold a minimum of a QQI Level 4 qualification in security guarding.
- Hold a Level 3 qualification in Close Protection.
- Have a minimum of PHECC FAR First Aid Responder Training
- Have completed all 4 modules of Children First Training
- Have completed Manual Handling Training (non-provider specific)
- Have completed GDPR Training (non-provider specific)
- Hold an SIA close protection license.
- Be trained in the most suitable accredited physical intervention techniques and conflict management. Tusla will provide additional physical intervention training which security personnel must complete where necessary.

Personnel Documentation:

- Proof of in date Garda vetting and Proof of International Police Clearance for all countries where individual was resident. This includes Garda vetting and International Police Clearance for all countries where the individual was resident for 6 months or more when aged 18 or over. If applicable, the personnel must have a valid work permit.
- Advance Garda Vetting is required relevant to working with young people to include Full Garda Vetting form including all previous addresses and prior employment record
- The onus is on the contractor to ensure all staff put forward to provide CPP services for Tusla have all prior employment references and comply with the requirements of the Tusla CCU.
- Identity Document; Verification by IDScan (or equivalent)
- Copy of cert from evidence relevant security professional training/qualification
- List of completed training
- Copy of Driver's license; with Identity Document Verification by IDScan (or equivalent)
- Copy of Work Permit and a scan on this Identity Document Verification by IDScan (or equivalent)

- Copy of passport with Identity Document Verification by IDScan (or equivalent)
- A photo
- ID badge
- PSA Licence

Part 4: Selection and Award Criteria

4.1 Compliant Tenders

4.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 5.2 below, and

(b) Declared by way of e-ESPD 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 e-ESPD that they satisfy the selection criteria in this Competition as set out in part 4.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 4.3 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 4.2 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.

4.2 Selection criteria

4.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 4.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

4.2.A Economic and Financial Standing

Tenderers must declare via the ESPD that they satisfy the financial and economic standing requirements specified below. They must also be able to provide, upon request and without delay, the supporting documentation specified in each case.

1. **Tax Clearance Certificate**: Tenderers must have a current Tax Clearance Certificate and provide evidence of this upon contract award.
2. **Compliance with Obligations**: Tenderers must comply with their social security and revenue obligations throughout the duration of any awarded contract.
3. **Insurance Policies**: Tenderers must provide evidence of the insurance policies specified in section 5.21.

4. **Turnover Requirement**: Tenderers must meet the minimum turnover requirement of €500,000 for Close Personal Protection Services in each of the last three financial years and provide auditor-verified evidence.
5. **Solvency Requirement**: Tenderers must confirm, via self-declaration in the eESPD, their ability to pay their debts as they fall due. Upon request, they must provide a letter from their accountants/auditors confirming this.
6. **Accountants/Auditors Statement**: Prior to admission to a Framework Agreement, successful Tenderers must provide an Accountants/Auditors Statement from a member of a prescribed accountancy body under the Irish Auditing and Accounting Supervisory Authority or a recognized European equivalent.

Provision of Documentation
Tenderers must provide the specified supporting documentation without delay (within seven (7) working days) when requested by the Contracting Authority. If a Tenderer is unable to provide the specified documentation for a valid reason, they must inform the Contracting Authority and, if deemed valid, provide alternative suitable documentation to prove their economic and financial capacity to the satisfaction of the Contracting Authority.

Consequences of Non-Compliance
If a successful Tenderer fails to produce the required documentation within the specified period (or any extended period permitted by the Contracting Authority) demonstrating compliance with the economic and financial standing requirements, they shall be eliminated from the competition. However, if a valid reason is provided for not being able to supply an Accountants/Auditors Statement, the Tenderer must inform the Contracting Authority and provide alternative suitable documentation to demonstrate compliance to the satisfaction of the Contracting Authority.

4.2.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.

Tenderers must address each of the selection criteria and sub-criteria below in the Tender Response Document

Previous Experience	Tenderers must demonstrate the successful delivery of at least three (3) comparable Close Personal Protection Services contracts (in scale, nature, (quality and complexity) delivered during the three previous years. • Describe in detail the services provided and outline the extent to which each project is comparable to the requirements set out in part 3, including how the Tenderer engaged with the client to determine and deliver their requirements. **Note:** *The Tenderer should inform the Customer organisation(s) that the example contract(s) have/has been used as a reference project for the purposes of the*	**Pass/Fail**

	Competition and the Contracting Authority may contact the referee(s) for verification purposes without prior notice to the Tenderer.	
Quality Assurance	Tenderers for Close Personal Protection Services must demonstrate that adequate measures are in place to ensure the delivery of a quality service – to include Quality Management Systems and any formal Project Management Frameworks used to deliver the services: • Describe the Tenderer's policy and systems for quality assurance. • If third-party certified, provide details. *Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.*	**Pass/Fail**
Private Security Authority ("PSA") licence or licences	Tenderers for Close Personal Protection Services must declare by way of eESPD that their organisation (and any subcontracting organisation) holds a relevant, current and valid PSA licence or licences and that their organisation meet the statutory licensing requirements set out by the PSA under the Private Security Services Act, 2004. The Contractor must remain registered with the PSA for the duration of the contract with Tusla. • Tenderers must provide a copy of their PSA licence(s) without delay when requested by the Contracting Authority within seven (7) days. • For the avoidance of doubt, evidence of the PSA licence of individual staff and any third-party provider will be required as a condition of the contract. *Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.*	**Pass/Fail**
Garda and International vetting	Tenderers for Close Personal Protection Services must ensure that all staff (and subcontractors) assigned to this contract have in-date Garda Vetting (not older than 3 years). Where staff assigned to this contract have lived outside of the Republic of Ireland for 6 months or more when aged 18 or older, Tenderers must ensure that they have proof of international police clearance.	**Pass/Fail**

	Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. **Please note**: To ensure the authenticity of the identification documents provided, we require you to use an approved Identity Verification method, such as GBG IDScan (or an equivalent service).	

4.3 Award criteria

4.3.1 The services contract will be awarded on the basis of the most economically advantageous tender(s) in accordance with the following criteria laid out in the table below. Attention should be paid to minimum qualifying thresholds for responses.

Guidance about the qualitative award criteria is provided in part 3.

Award Criterion	Details	Maximum available marks	Minimum qualifying threshold
AC1 Understanding of the service requirements	Tenderers are required to provide a statement outlining their understanding of the requirements. This should include the factors considered key to the successful delivery of this service and key risks and how you will mitigate them. Tenderers must also outline how they will address the following requirements at a summary level: • Provide close protection security officers capable of meeting the requirements • Delivery of the general requirements for close protection security officers • Capacity to meet audit and compliance requirements **A maximum of [4 pages]**	100	60
AC 2 Equipment and Technical Resources:	Tenderers are required to: • Outline the types of equipment and technical resources to be used. • Describe the proposed use of this equipment and these technical resources. • Explain how the equipment and technical resources will add value to the service. • Outline any dependencies or technical requirements on site for the use of the equipment and technical resources. **A maximum of [3 pages]**	75	45

AC3 General approach and methodology	Tenderers must outline how they will provide the services required by the Client as described in Part 3 of the RFT. The operational and mobilisation plan must include, but is not limited to, the Tenderer's approach to the following: 1. **Contract Commencement Procedures:** • Describe the communication plan for the contract commencement. • Demonstrate how standards will be maintained during transitional arrangements, including how staff resourcing will be managed. 2. **Sample Mobilisation Plan:** • Include key milestones with an overall timeline as an appendix (max 2 pages, may be in A4 or A3 format). 3. **Staff Induction Plan:** • Address TUPE considerations. • Outline provisions for existing staff and staff engagement. 4. **Staff Training and Continuous Improvement:** • Describe the process of staff training and continuous improvement and development. 5. **Site Surveys and Knowledge:** • Tenderers will be responsible for requesting access to conduct site surveys as needed. • Confirm that tenderers have the requisite knowledge of the sites they are bidding for, including the identification of key challenges and a mitigation plan. 6. **Proposed Equipment:** • Detail the proposed equipment, including ICT and communication tools. • Include any specialised equipment. **A maximum of [5 pages]] excluding the plan**	200	120
AC4 Proposed Management Team.	Tenderers must Provide a detailed description of the proposed organisational structure and explain how this structure will benefit Tusla. Tenderers should provide comprehensive information on the team proposed to fulfil the requirements specified in Part 3 of the Request for	125	

	Tender (RFT) provided by the Client. The information should clearly indicate each team member's contribution to the project, their precise roles and responsibilities, and time commitment. 1. **Team Composition:** Provide a detailed description of the proposed team members, specifying their roles, responsibilities, and time commitment. 2. **Personnel CVs:** • Submit CVs of the proposed key management personnel for this service using the template provided in this TRD. • Each CV should be limited to two pages. • A maximum of three CVs is allowed. 3. **Statement:** tenderers are required to submit a detailed statement outlining their proposals for staff recruitment, supervision, training, attendance, and productivity. Statements must clearly address the following: **3.1. Staff Selection and Recruitment:** • Describe the staff selection and recruitment procedure. • Ensure the procedure is equitable and fully compliant with relevant legislation. **3.2. Verification of Qualifications:** • Outline the method for verifying qualifications, training, and vetting. **3.3. Skills, Experience, and Qualifications:** • Detail the level and standard of skills, experience, and qualifications of the proposed staff. • Explain how this will deliver a high-quality service that meets and exceeds the needs of Tusla. **3.4. Staff Training and Development:** • Describe the policies and procedures for staff training and development. • Outline the proposals for adopting a process of continuous improvement. **3.5. Supervision and Performance Management:** • Explain the methods, levels, and application of supervision proposed. • Describe how staff performance, attendance, assignment, and reassignment of human resources, as well as planned or unplanned		

	absenteeism, will be effectively monitored and managed. **3.6. Contingency Plans:** • Outline contingency plans to ensure continuity of service in the event of unforeseen occurrences. • Describe the provision of alternative backup resources, addressing the following key areas: i) **Handover Period and Downtime**: Ensure seamless transitions between shifts with no service disruption. ii) **Late or Absent Personnel**: Outline how absences or lateness will be managed to maintain adequate staffing levels. iii) **Shift Handover Report**: Detail the process for completing shift handover reports to ensure clear communication between incoming and outgoing personnel. **A maximum of [6 pages] excluding CVs**		
AC5 Contract Management	Tenderers must, submit a detailed statement outlining their proposals for contract management, customer relationship, and service management. Statements must clearly address the following: 1. **Quality Management System:** Describe the quality assurance systems, documented policies, and procedures in place to ensure a quality-driven service. 2. **Service Management Proposal:** Explain how service delivery, compliance with specifications, and customer satisfaction will be assessed and monitored. 3. **Management Structure and Support:** Outline the proposed management structure and support arrangements for the on-site management team. 4. **Qualifications and Experience:** • Detail the qualifications, licenses, and experience requirements of the management team and the security personnel providing the service. • Describe the method of assessing communication skills, including proficiency in the English language. 5. **Supervisor Role and Training:**	125	

	• Detail the nature and extent of the duties and responsibilities of a supervisor. • Set out the experience required for such a role and the minimum training that will be provided to the supervisor upon commencement of employment. 6. **Monitoring and Management:** • Explain the procedures for monitoring, supervision, and management of staff, including rostering and validation of hours. • Outline performance management, planned and unplanned absenteeism procedures, and contingency arrangements. • Demonstrate the methodology for the assignment of suitable staff to different sites. 7. **Complaints and Escalation Procedure:** • Provide the procedure for handling complaints and the escalation of complaints. • Include details of the customer service structure and its operational profile. 8. **Reporting Procedure:** Propose a clear and productive reporting and communication procedure, including the recording, reporting, and resolution of issues raised to Tusla. 9. **Innovation:** Propose innovative solutions for delivering ongoing improvements to service provision. 10. **Response Protocols:** • Detail the protocols and minimum response times for unforeseen matters. • Provide relevant contacts, including out-of-hours and emergency contacts. **A maximum of [4 pages]**		
AC6 Sustainability	Tenderers must demonstrate their commitment to sustainability, including: • Implementation of sustainable practices in security operations. • Experience with sustainability initiatives in previous projects. • Policies for reducing environmental impact and carbon footprint. **A maximum of [2 pages]**	75	

AC 7 Cost	**Tenderers are required to provide a cost proposal by completing the Excel Pricing Schedule Form included in the tender pack and submitting it with your TRD.**	300	
Total:		1000	

Qualitative award criteria will be assessed first.

Only those Tenders that score a mark equal to or in excess of the minimum qualifying threshold (as shown in the table above) for award criteria 1 to 6 will proceed to be evaluated under award criterion 7 (cost).

Tenderers which fail to achieve the minimum qualifying thresholds will result in the Tenderer being eliminated from the competition and no further evaluation of its Tender will be carried out. Also in such circumstances, the Tenderer's Pricing Schedule will not be evaluated.

Scoring of the qualitative award criteria will be based on an assessment of the information provided by Tenderers and each response element will be awarded marks using the following scoring methodology.

Scoring Methodology

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non- delivery.
0%	Response completely fails to address the criterion under consideration

Scoring Methodology for Cost Assessment

Tenderers are required to complete the Pricing Schedule (see Appendix 1 of this RFT document). Award criterion 7 (Cost) will be determined using the following formula:

$$\textbf{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum Number of Marks Available}$$

4.3.2 Subject to paragraphs 5.1 (Important Notices) and 4.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 4.3.1) 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 4.1 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 3; (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 4.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 4.1(b) and (c) above.

4.4 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 5.8). Performance at presentations will NOT be evaluated.

4.5 Standstill period

4.5.1 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) 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 (the "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.

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

4.6 Return of signed contracts

4.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority.

A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 5.1.2 below.

4.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 4.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest- ranked Tenderer in accordance with paragraph 4.6.1 above.

Part 5: Instructions to Tenderers

5.1 Important Notices

5.1.1 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.

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

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

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

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

The Contracting Authority may cancel this Competition or for the avoidance of doubt, any individual lot any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

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

5.1.3 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.

5.1.4 In this clause 5.1.4, "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 5.4 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 .

5.2 Compliant Tenders

5.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 5.2.1, 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 an e-ESPD

(b) To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

5.2.2 Without prejudice to the generality of paragraphs 5.2.1, failure to comply with paragraph 5.6.1, 5.6.2 or 5.6.3 below will render the Tender non-compliant and it will be rejected.

5.3 Services Contract

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

5.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 2. Tenderers may not amend the Services Contract.

5.4 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 2. printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

5.5 Consortia and Prime/Subcontractors

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

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

5.6 Tender Submission Requirements

5.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 5.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

5.6.2 Tenders must be received not later than 14.00hrs on 07 December 2026 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

5.6.3 Tenders must be submitted in English.

5.6.4 Subject to paragraph 5.14 and 5.18, 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.

5.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

5.7 Queries and Clarifications

5.7.1 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 14.00hrs on 19 November 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

5.7.2 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.

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

5.7.4 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.

5.7.5 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.

5.8 Tendering Costs

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

5.9 Confidentiality

5.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

5.10 Pricing

5.10.1 All Tenderers must complete the Pricing Schedule associated with this RFT.

5.10.2 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.

5.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for the duration of the Term commencing from the Tender Deadline.

5.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

5.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

5.11 Environmental, social and labour law

5.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

5.11.3 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.

5.12 Publicity

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

5.13 Registerable interest

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

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

5.14 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.

5.15 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.

5.16 Freedom of information

5.16.1 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.

5.16.2 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.

5.17 Tax Clearance

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

5.18 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. 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. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

5.19 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.

5.20 Site visit

5.20.1

The Contracting Authority will facilitate Tenderers by permitting an inspection of a representative sample of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities shall be organised on Monday the 16th of November 2026 between the hours of 10:30am – 3pm. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by completing a site attendance request form (part of the tender pack) and submitting it on e-tenders. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

5.21 Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence, with an indemnity to the Executive arising from the provision of the Services.
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, with an indemnity to the Executive arising from the provision of the Services.

Professional Indemnity	€6.5 million for any one occurrence and in the aggregate.
Cyber Liability	€1 million for each and every claim, to be maintained at all times during the term.

5.21.2 By signing the Tenderer's Statement at Appendix 2., Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 5.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

5.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:
(a) immediately advise the Contracting Authority of any material change to its insured status;
(b) produce proof of current premiums paid upon request;
(c) produce valid certificates of insurance upon request.

5.22. Service Agreement and Service Contract

5.22.1. 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 4 to this RFT.
5.22.2. Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 5 to this RFT.
5.22.3. Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 2 to this RFT and the Services Contract at Appendix 5 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

Appendix 1: Pricing Schedule

In submitting this pricing schedule, the service provider must adhere to the following guidelines:

1. All prices must be quoted in Euro (€), excluding VAT.
2. The pricing schedule must include a detailed breakdown of all costs, fees, expenses, and charges associated with the provision of Close Personal Protection Security services for the full contract duration.
3. Costs should be presented on an all-inclusive hourly rate basis (i.e., including staff costs, administration, travel, accommodation, per diem/subsistence, and other expenses).
4. The provider must differentiate between daytime hours (in-hours) and night-time hours (out-of-hours) and specify any variations for weekends and public holidays.
5. Any applicable discounts (e.g., public sector discounts or early payment discounts) should be clearly indicated.
6. Travel costs, travel time, accommodation, per diem/subsistence, and other incidental expenses are not reimbursed by Tusla.
7. Any third-party costs must be agreed in advance with Tusla.
8. Invoicing:

    - The Contractor will submit a single monthly invoice for all services rendered in the preceding month.
    - The invoice must include all supporting documentation (date, start time, finish time, location, etc.) and reference the relevant Purchase Order (PO) number.
    - Only actual hours worked will be invoiced at the agreed all-inclusive hourly rates.

Tenderers are required to provide a cost proposal by completing the Excel Pricing Schedule Form included in the tender pack and submitting it with the TRD.

Appendix 2: Tenderer's Statement

Tenderers are required to complete the Tenderer's Statement contained in the Tender Response Document that accompanies this RFT.

[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 Child and Family Agency (Tusla)

RE: Request for Tenders for the provision of Security Services to The Child and Family Agency (Tusla).

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 agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Part 3 to the RFT.

2. We accept all of the Terms and Conditions of the RFT, the Services Contract, and the Confidentiality Agreement and agree, if awarded a Services Contract, to execute the Services Contract at Appendix 3 to the RFT and the Confidentiality Agreement at Appendix 5 to the RFT.

3. We accept all the Selection and Award Criteria as set out in Part 4 of the RFT.

4. We agree to supply the Contracting Authority with the Services in accordance with the RFT and our Tender.

5. We agree that, if awarded any Services Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.

6. We confirm that we have complied with all requirements as set out at Part 5 of the RFT.

7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 5.10.3 of the RFT.

8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 5.21.1 of the RFT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signed **Company**

Authorised Signatory
(Print Name) **Registered Address:**

_____ **Date: / /**

Appendix 2A: Foreign Subsidies Regulation

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

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

Appendix 2A: Schedule A. Declaration of no foreign financial contributions

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

TO: The Child and Family Agency (Tusla) (the "Contracting Authority")

RE: Request for Tenders for the provision of Security Services to The Child and Family Agency (Tusla).

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

SIGNED **(Authorised Signatory)**	**Notifying Party**
Print name	**Address**
Date	

RFT Appendix 2A: Schedule B. Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold.

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

RFT Appendix 2A: Schedule C. Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Table 2

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

Third Country	**Brief Description of the financial contributions**
Country A	
Country B	
Country C	
Country D	

RFT Appendix 2A: Schedule D. Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Table

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

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

RFT Appendix 2A: Schedule E. Notification of Foreign Financial Contributions

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

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

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

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

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

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

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

and

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

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary

liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

3.2. For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.

3.2.3. Amount of each financial contribution.

3.2.4. Purpose and economic rationale for granting the financial contribution to the party

3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

3.3 Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

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

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

(ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.

(iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.

(iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:

(a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;

(b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below

(v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:

(a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.

(b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.

(c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.

(d) Foreign financial contributions below the individual amount of EUR 1 million.

(vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

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

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

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

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

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

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

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

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

4.2 The elements may in particular refer to:

4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;

4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;

4.2.3. The originality of the work, supplies or services proposed by the tenderer;

4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;

4.2.5. Compliance with obligations regarding subcontracting.

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

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

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

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

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Appendix 3: Declaration as to Personal Circumstances of Tenderer

The Declaration as to Personal Circumstances of Tenderer is contained in this Appendix. *It does not have to completed by tenderers at this stage of the procurement.*

The Contracting Authority may request tenderers to submit it at a later stage of the procurement (at preferred Tenderer stage of the evaluation). If this declaration is requested by the Contracting Authority, it should be completed and signed by the Tenderer and witnessed by a Solicitor or a Commissioner for Oaths.

RE: Request for Tenders for the provision of Security Services to The Child and Family Agency (Tusla).

NAME: INSERT
ADDRESS: INSERT

I, **[insert name of Declarant]**, having been duly authorised by **[insert name of entity]** sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.

c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]:

   a. isnotinbreachandhasnotbreacheditsobligationsrelatingtothepaymentoftaxesor 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 **Name of Declarant in print or block capitals**

Declared before me by _____ who is personally known to me (or who is identified to me by _____who is personally known to me) 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 4: Framework Agreement

This framework AGREEMENT IS MADE IN THE [INSERT DATE] DAY OF MONTH [INSERT MONTH] [INSERT YEAR] BETWEEN: The Child and Family Agency (Tusla), of Heuston South Quarter, Dublin 8 Dublin D08X01F ("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 "Request for Tenders for the provision of Security Services to The Child and Family Agency (Tusla)" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1A 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 5 to the RFT;

"Framework Client" means any party identified in 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;

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 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.

2.3 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.

2.4 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.

2.5 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to [insert extension period] with a maximum of [insert No.] of such extensions on the same terms and conditions.

2.6 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. Service Contract

1.1 This Framework Agreement relates to the provision of the Services.

1.2 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. On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement, the Contracting Authority shall follow the procedure below:

5.2.The award of the Contract shall be made directly to the Most Economically Advantageous Tenderer based on the following criteria:

- The highest-ranked Tenderer will be deemed the Most Economically Advantageous Tenderer and will be the Preferred Tenderer.
- In circumstances where the first-ranked Tenderer is not performing or cannot perform, the Contract may be offered to the second-ranked Tenderer, and subsequently to the third-ranked Tenderer, if necessary.

5.3. 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.

5.4. The Contracting Authority or the Framework Client may cancel the process at any time prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.

5.5. 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 part 4 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 3.2(a) and (b) of the RFT, the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

5.6 In the event of a tie, the Tender with the highest overall 'Qualitative' score shall be deemed the Most Economically Advantageous Tender. If there is still a tie, the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

6. Applicable Law and Jurisdiction

6.1. 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.

7. Compliance with Laws

7.1 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).

8. Tax Clearance

8.1. The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.

8.2. 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.

9. Anti Competitive Conduct

9.1. 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.

10. Conflicts of Interest see part 3 listed on page 7 relating to former employees and restrictions.

10.1. 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.

11. Registerable Interest

11.1. 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.

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: _____ **Witness**	**SIGNED** by _____, being an Officer so authorised by the **FRAMEWORK MEMBER** in the presence of: _____ **Witness**

Annex 1 to the Framework Agreement

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

Included by reference To Appendix 1 Requirements and specification to clause 5.4 & 5.5 Framework Management Information Reporting and Key Performance Indicators

Appendix 5: Services Contract

Contract

TUSLA - Child and Family Agency

and

XXXXXXXXX

AGREEMENT

Relating to the Provision of Goods/Services pursuant to

Request for Tenders for the Provision of Close Personal Protection Services to Child and Family Agency (Tusla)
eTenders Ref: XXXXXX

THIS AGREEMENT is made on the XXXXXX, BETWEEN:

Tusla, Child and Family Agency of Brunel Building, Heuston South Quarter, Dublin 8 ("the Client");

And XXXXXXXXX **("the Contractor")**

("the Parties").

WHEREAS:

A. By Request for Tender dated XXXXXXXXX, the Client invited tenders for the provision of Security and Close Protection Services to Tusla, Child and Family Agency ("the RFT") (which document is attached hereto in Schedule F), to be provided for its offices, centres and other sites at specified locations throughout Ireland. References to the RFT shall include any clarifications issued by the Client and same are attached hereto in Schedule F.

B. The Contractor submitted a response to the RFT dated the XXXXXXXXX which is attached hereto in Schedule G ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor and same are attached hereto in Schedule G.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Contractor agrees to provide the Services described in Schedule B ("the Services") in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

2. The Client agrees to pay the Charges to the Contractor 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. For the purposes of this Agreement, the Client's Contact is XXXXXXXXX of Tusla, Brunel Building, Heuston South Quarter, Dublin 8 Ireland; the Contractor's Contact is XXXXXXXXX.

3. This Agreement is governed by the terms and conditions as set out in Schedules A to H as attached hereto with same consisting 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 H attached hereto;

   ii. The RFT (Schedule F);

   iii. The Submission (Schedule G).

4. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on XXXXXXXXX, 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").

   Both Parties agree be bound by all Schedules attached hereto and hereby acknowledge that all Schedules hereto form part of the entire agreement herein.

The Client reserves the right to extend the TERM of the contract for a period or periods of 3 months up to a maximum extension of 12 months, subject to Client obligation permitted at law.

5. 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.

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. 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 _____ (being a duly authorised officer) Print Name	SIGNED for and on behalf of the Contractor _____ Print Name
Witness _____ Print Name	Witness _____ Print Name

Schedule A: Terms and Conditions

1. Contractor's Obligations

A. The Contractor undertakes to perform its obligations arising from this Agreement 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 Services and generally in the carrying out of obligations allocated by the Contractor to its agents and subcontractors under this Agreement. The Contractor agrees to fulfill its obligations under this contract in compliance with ***Children First: National Guidance for the Protection and Welfare of Children (2017) and the Children First Act 2015, where applicable.***

B. In consideration of the payment of the Charges and subject to clause 4 the Contractor shall:

1. provide the Services according to the Specification, in accordance with the RFT, in the manner set out in the Submission (as accepted by the Client) and in accordance with 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 arrangements as notified to it by the Client;

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;

5. comply with the Special Conditions, if any, set out in Schedule D ("Special Conditions").

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the delivery of the Services 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 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.

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.

D. 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.

E. 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 "Regulations") and failure to so comply shall constitute a material breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

F. In the case of public procurement procedures which 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 to the Client, 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. Delivery of the Services

A. The Contractor shall provide the Services at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties in accordance with clause 11.

B. 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 11.

3. 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.

4. Payment

A. Subject to the provisions of this clause 4 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 11A 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 Special Condition 4; 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 expenses incurred by the Contractor, its employees, servants and agents in the performance of the Services.

F. Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes 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.

5. Warranties, Representations and Undertakings

A. The Contractor 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 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. where applicable, the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated 27th of July 2025, which confirms that none of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU 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 7 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; and

8. it retains and shall maintain for the Term insurances for the nature and amount specified in the 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 5A.8.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, representations and undertakings as set out at clause 5A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

6. Remedies

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages 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 care as outlined in clause 1. The terms of this clause 6A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, 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. 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:

("the Retention Amount") which Retention Amount shall not at any given time exceed 30 (thirty) 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 6D shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

E. 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.

7. 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 7 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 liability loss 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 option 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 direct losses 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. As an exception to its obligations under this clause 7H the Contractor may

retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement. The provisions of this clause 7 will survive the expiration or termination of this Agreement for any reason.

8. 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 8; 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 8; 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 confidential information and shall comply with the Confidentiality Agreement as exhibited in Schedule H to this Agreement ("the Confidentiality Agreement").The obligations in this clause 8 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received 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, from time to time, during the currency of this Agreement as may be requested by the Client 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 identify any information that is not to be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

E. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. 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 9B 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 10 working days either Party may terminate at 5 working 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.

10. Termination

A. Notwithstanding the provisions of clause 12 and subject to the provisions of sub-clause 10B, this Agreement may be terminated by either party by serving 3 months written notice to the other Party. For greater certainty, neither Party shall be entitled to any additional amounts or compensation in the event that the Agreement is terminated in accordance with this clause 10A.

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

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 10 working days after receipt of a request in writing from the other Party;

   and/or

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

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:

(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. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession. As an exception to its obligations under this clause 10E the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.

F. If requested, the Contractor shall, upon the termination of this Agreement for any reason or prior to the expiration of the Term, 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. The Contractor agrees to the Client releasing any such anonymised information to third party tenderers 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.

11. 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, including the time scale of completion of the key components of the Services;

2. comply with the reporting arrangements and protocols required by the Client from time to time; and

3. comply with all reasonable directions of the Client.

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.

12. 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 XXXXXXXXX within the Contractor and to XXXXXXXXX, Tusla Child and Family Agency 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 CEDR Ireland to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

13. 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.

14. 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 or facsimile transmission. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.

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 sent by electronic mail, telex or facsimile transmission, on the first day following successful transmission.

15. 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.

16. 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.

17. Severability

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

18. 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.

19. 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.

20. 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.

21. Conflicts, Registrable Interests and Corrupt Gifts

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to advise the Client forthwith 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.

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 to comply with the Client's directions in respect thereof, to the satisfaction of the Client. 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 21C or the commission of any offence by the Contractor, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement forthwith 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.

22. Inspection and Access to Premises

A. Save as the Client may otherwise direct, the Contractor is deemed to have inspected the Client's premises, lands and facilities before submitting its Submission and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement.

B. 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.

C. 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.

23. Data Protection

In this Agreement all requisite Data Protection Documentation is annexed at Schedule E

Schedule B: Specification of Service

The contractor will provide comprehensive and adaptable close protection services to multiple Tusla locations located nationally.

The engagement of Close Protection Personnel (CPP) Services can only commence following advance written approval from either a Regional Chief Operations Officer, Assistant National Director, Director of Services & Integration or The Chief Operations Officer. A Standard Operating Procedure will accompany this contract and will outline the criteria and basis for the engagement of CPP. Where services are engaged during out of office hours approval must be received by close of business the next working day.

Below is a general overview of the basic requirements that are applicable to the majority of Tusla locations. Sites can be added and removed from service during the term of the agreement.

The Contractor must be a Private Security Authority (PSA) registered contractor and must remain registered for the duration of the contract with Tusla.

The Contractor shall provide Close Protection Security Officers who will fulfil security requirements as needed in Tusla-owned Children's Residential Care Centres, Special Care Centres, in transit with staff and service users, and off-site. The centres are operational 24 hours a day, 7 days a week, and all year round.

The service categories that the Contractor must provide include:

- General Close Personal Protection Personnel to provide CPP services in Tusla owned & operated sites and in third party locations where Tusla is engaged in or providing services
- Transportation services to and from Tusla owned & operated sites and in third party locations where Tusla is engaged in or providing services to include a suitable vehicle for the transport services as needed and to include a suitably qualified trained driver. The vehicle used must not have logos or branding i.e. it should be a typical people carrier / saloon vehicle.
- Specialist Security Services for high risk / high threat scenarios involving external credible threats
- Demand Led on call CPP services to provide support to locations availing of CPP services
- Site survey and risk assessment of property prior to standing up of CPP services as needed

Requirements for Close Protection Security Officers

All Close Protection Security Officers assigned to the contract must:

- Be available to support the Care team and support staff in relation to any incidents of physical violence or during the safe transportation of young persons (YPs). Close Personal Protection Personnel must adhere to any risk mitigation measures outlined by Tusla staff for such activities.
- **Not** engage in the behaviour management of young people.
- Take a passive role and at all times follow instructions from members of the Care Team and/or Tusla Management.

- Not to take unilateral action to engage in the behaviour management of any young person unless there is an immediate physical threat to the safety of staff members or the young person themselves. In such cases, close personal protection personnel will remove staff from the area of risk, and the care team will give instructions and take appropriate action.
- CPP staff are expected to respond in a proportionate manner in conjunction with care staff should the need arise to intervene if a young person poses a serious risk of harm to themselves or other young people/service users.
- Should a young person demonstrate VHA behaviour towards a member of the public, Care Staff will engage and de-escalate, should the care staff become at risk of harm the CPP staff are expected to respond in a proportionate manner in conjunction with the care staff. Where deemed necessary the Gardai must be called.
- Use the least restrictive intervention possible to prevent injury to themselves and others, using proximity control in the first instance.
- Participate in site-specific or individual-specific risk assessments led by the Care Team and/or Tusla Management. This includes contributing to risk mitigation plans for incidents, particularly in environments with potential aggression or violence, as well as during the safe transport of young persons (YPs), where applicable.
- Follow a structured risk management system, such as a threat matrix or control table, to evaluate and mitigate potential risks. Security staff should document these risks and consult with care staff to determine appropriate actions.
- Only use physical intervention utilising approved physical holds as per their training, and only as a last resort. Physical intervention should be employed only when all other de-escalation skills have been exhausted, and it is determined that harm to individuals is likely or inevitable.
- If physical intervention is required, initiate a physical hold using their approved training and it may require assistance from members of the Care Team who are expected to assist.

General Requirements for <u>All</u> Close Personal Security Personnel

- All security personnel assigned to the contract must have the following before commencing on site and where applicable must maintain certification/license:

- Be registered with the Private Security Authority and remain registered for the duration of the contract with Tusla.
- Hold a minimum of a QQI Level 4 qualification in security guarding.
- Hold a Level 3 qualification in Close Protection.
- Have a minimum of PHECC FAR First Aid Responder Training
- Have completed all 4 modules of Children First Training
- Have completed Manual Handling Training (non-provider specific)
- Have completed GDPR Training (non-provider specific)
- Hold an SIA close protection license.
- Be trained in the most suitable accredited physical intervention techniques and conflict management. Tusla will provide additional physical intervention training which security personnel must complete where necessary.
- Adhere to the Private Security Authority standards for the duration of the contract with Tusla.
- Familiarise themselves with the site they are assigned to as part of the induction process.
- Comply with all legal obligations in relation to the Safety, Health, and Welfare at Work Act and.
- Be Garda Vetted, including domestic and international vetting. This includes Garda vetting and International Police Clearance for all countries where the individual was resident for 6 months or more when aged 18 or over. If applicable, the personnel must have a valid work permit.
- Advance Garda Vetting is required relevant to working with young people
- The onus is on the contractor to ensure all staff put forward to provide CPP services for Tusla have all prior employment references and comply with the requirements of the Tusla CCU.

- Wear and display a current company-issued employee photo identification badge and their current PSA licence, visible as appropriate to the site.
- Possess good interpersonal and communication skills, including proficiency in English. Security personnel must be able to converse effectively in English.
- Have experience in dealing with the public.
- Possess the physical and technical ability to carry out all duties required of them, ensuring they are fit and capable of responding physical demands.
- Strive to attain high standards in the exercise of their duties.
- Always present in a professional and personable manner to colleagues and the public.
- Complete all tasks in a professional, safe, and conscientious manner.
- Wear safety equipment where provided and as recommended by the manufacturer.
- Maintain good personal hygiene and always appear clean and tidy.
- Not interfere with IT equipment or use the telephone for personal calls.
- Not attend for duty under the influence of alcohol or prohibited substances.
- Ensure that services are provided efficiently and with minimal interruption, interference, or inconvenience to staff or the daily work routine of the site. The following procedures must be in place to ensure continuous service:
- Handover Period and Downtime: There must be a defined handover period for when one security officer finishes a shift and the next officer begins, ensuring no gaps in coverage or downtime. The handover period should allow for communication of any important updates, incidents, or ongoing issues.
- Late or Absent Personnel: A clear process must be established and followed for situations where a security officer is late or unable to attend their shift. This process should include timely communication to supervisors and arrangements for cover to ensure there is no disruption in service.
- Shift Handover Report: A detailed shift handover report should be completed after each shift. This report will document key incidents, updates, and any issues encountered during the shift. It should be developed and submitted to the relevant supervisor at the end of each shift to ensure continuity of service and proper communication between security officers.
- Immediately inform Contractor Management and the Tusla local manager of any issues that arise which may affect the performance of the service provided under the contract.
- Take disciplined and controlled action, proportionate to the level of any threatening situation encountered.
- Ensure that all activities are lawful and compliant with current legislation, official guidance, and good practice and standards.
- Ensure that client confidentiality/dignity and respect is always maintained.

Compliance and Document Audit Requirements

Contractors must provide assurance to Tusla which includes confirmation that the required documentation has been obtained, reviewed and meets all conditions for all Security Staff providing services. This must be reviewed and approved by a Director or Senior Manager of the contracted company. A Data Processing Agreement Schedule will be included with this contract naming those Close Protection Personnel who have been approved to provide services under this Agreement.

Compliance Packs must be prepared by the contractor for each security personnel assigned to Tusla. The Compliance Pack must include the following documentation and be provided immediately upon request:

Training Certificates:

- Be registered with the Private Security Authority and remain registered for the duration of the contract with Tusla.
- Hold a minimum of a QQI Level 4 qualification in security guarding.

- Hold a Level 3 qualification in Close Protection.
- Have a minimum of PHECC FAR First Aid Responder Training
- Have completed all 4 modules of Children First Training
- Have completed Manual Handling Training (non-provider specific)
- Have completed GDPR Training (non-provider specific)
- Hold an SIA close protection license.
- Be trained in the most suitable accredited physical intervention techniques and conflict management. Tusla will provide additional physical intervention training which security personnel must complete where necessary.

Personnel Documentation:

- Proof of in date Garda vetting and Proof of International Police Clearance for all countries where individual was resident. This includes Garda vetting and International Police Clearance for all countries where the individual was resident for 6 months or more when aged 18 or over. If applicable, the personnel must have a valid work permit.
- Advance Garda Vetting is required relevant to working with young people to include Full Garda Vetting form including all previous addresses and prior employment record
- The onus is on the contractor to ensure all staff put forward to provide CPP services for Tusla have all prior employment references and comply with the requirements of the Tusla CCU.
- Identity Document; Verification by IDScan (or equivalent)
- Copy of cert from evidence relevant security professional training/qualification
- List of completed training
- Copy of Driver's license; with Identity Document Verification by IDScan (or equivalent)
- Copy of Work Permit and a scan on this Identity Document Verification by IDScan (or equivalent)
- Copy of passport with Identity Document Verification by IDScan (or equivalent)
- A photo
- ID badge
- PSA Licence

Reliability Of Supply
The contractor must supply the services of a suitably qualified and licenced security officer as and when called upon by Tusla to provider security services as needed on site.

Material And Correspondence
All reports and documentation must be issued on the Contractor's headed paper.

Health & Safety And Infection Prevention Control
The Contractor is required to comply in full with all relevant and applicable legislation. This applies to all relevant legislation for the duration of the contract.

Governance And Oversight
The Contractor is required to provide quarterly service reports to Tusla providing details of the services provided including dates, start and finish time per location.

The Contractor is required to meet quarterly with Tusla to review performance, service, and discuss any issues identified during the provision of services. Tusla reserves the right to request an emergency meeting (within 48hrs of request) should Tusla consider it necessary.

Tusla shall be given a reasonable opportunity to review deliverables. If Tusla is not satisfied with the deliverables or the service provided, Tusla shall inform the Contractor in writing of its dissatisfaction and reasons for such dissatisfaction. The Contractor undertakes, at its expense, to use all reasonable efforts to implement such remedy as soon as reasonably practicable.

Tusla agrees to give the Contractor a reasonable opportunity to remedy any failure or shortcoming in the provision, by the Contractor, of services including, without limitations any failure to achieve specified service levels. The Contractor undertakes, at its own expense, to ensure that such remedies are implemented as soon as reasonably practicable after any such failure is reported by the client.

The agreement with Tusla will be subject to continuous performance monitoring and ongoing review. All meetings will be informed by information requested and supplied by the Contractor, Tusla staff or relevant information from alternative sources.

Supplementary meetings will be called when deemed necessary by Tusla Senior Management and the Contractor will be required to submit any documentation necessary.

Please refer to the Standard Operating Procedure for additional information.

Insurance Requirements:

Insurance Type	Requirement
Professional Indemnity applies (a) Where appropriate, the Provider must apply for professional indemnity coverage under the Clinical Indemnity Scheme. (b) To the extent professional service is provided and not otherwise covered have Professional Indemnity in accordance with the following thresholds or such other thresholds as may be specified by the Client from time to time: High risk: Professional Indemnity with a limit of indemnity of €6,500,000 (€6.5million) any one occurrence.	**€ 6.5m**
Public Liability (not applicable where service is provided on TUSLA sites) with a limit of indemnity of €6,500,000 (€6.5million) any one occurrence, with an indemnity to the Client arising from the provision of the Services.	**€ 6.5m**
Employers Liability applies insurance with a limit of indemnity of €13,000,000 (€13 million) any one occurrence, with an indemnity to the Client arising from the provision of the Services.	**€ 13m**
Cyber Insurance applies Insurance for an amount of €1,000,000 (€1million) for each and every claim to be maintained at all times during the term of the contract	**€ 1m**
Motor Insurance (only applicable where service provider is transporting TUSLA service users) (if services involves use of motor vehicle by service provider on business of TUSLA) with a third party property damage limit of €2,600,000 (€2.6million) any one occurrence with an indemnity to the Client arising from the use of motor vehicle in the provision of the Services.	**€2.6m**

Schedule C: Charges

TUSLA guarantees no level of business through these agreements to any Contractor.

The rates are all-inclusive hourly rates and must be invoiced in Euro (€). All inclusive which includes but not limited to; staff costs, administration, travel, accommodation, per diem/subsistence, and other expenses). The appropriate VAT rate(s) must be applied when invoicing. Travel costs, travel time, accommodation, per diem/subsistence, and other incidental expenses are not reimbursed by Tusla.

Only invoices that have been approved by authorised Tusla personnel can be processed for payment. Please refer to the Standard Operating Procedure for additional information.

Invoicing:
The Contractor invoice must include all supporting information to allow for the invoice to be processed. The invoice must quote the relevant PO number as provided by the Tusla staff member who engaged the service. For each service being invoiced the Contractor must provide the date, start time and finish time and the relevant contact Tusla staff member name relating to the charge. Any queries regarding charges must be responded to by the Contractor as accurately and as quickly as possible. Payment Terms are 30 days from receipt of invoice. All invoices are required be a PDF document, to have P.O. number printed on them and are to be sent by email to vendorinvoices@hse.ie as HBS HSE process invoices on behalf of TUSLA. The TUSLA staff member who requests the work to be completed is responsible for providing each PO number.

Schedule D: Special Conditions

A provision in this schedule shall apply ONLY IF marked as 'applies'.

Special Condition 1 – Time of the Essence

SC 1(A) Time of delivery shall be of the essence. Applies

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification the Client may release itself from any obligation to accept and pay for the Services and/or terminate this Agreement without prejudice to any other rights and remedies of the Client.

Special Condition 2 – Limitation of Liability

SC 2 Contractor's Limitation on Liability. Applies

Inclusive of fraud, personal injury or death (for which no limit applies), there shall be no limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising

Special Condition 3 – Retention for Cause

SC 3 Retention for Cause. Applies

If for any reason the Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due ("the Retention Amount") which Retention Amount shall not at any given time exceed **30** 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 SC 3 shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

Special Condition 4 – Equipment

SC 4 Contractor to provide Equipment. Applies

SC4(A) The Contractor shall provide all equipment and materials ("Equipment") necessary for the provision of the Services.

SC4(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 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.

SC4(C) The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

SC4(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.

SC4(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.

Special Condition 5 – Non Solicitation Clause

SC 5 Non-Solicitation. Applies

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 Key Personnel without that other Party's prior written consent.

Special Condition 6 – Change Control Procedure

SC 6 Change Control. Applies

Both Parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure.

SC6(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.

SC6(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.

SC6(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").

SC6(D) All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

SC6(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.

SC6(F) On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

SC6(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.

SC6(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.

Schedule E: Data Protection

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**Agreement**") is dated XXXXXX ("**Effective Date**")

BETWEEN

(1) The Child and Family Agency of Brunel Building, Heuston South Quarter, Dublin 8 ("**Tusla**"); and

(2) XXXXXX with an address at XXXXXX (the "**Processor**"),

(each a "**party**" and together the "**parties**").

RECITALS

A. Tusla and the Processor have entered into a services arrangement pursuant to which the Processor provides the following services to Tusla:

    1. Provision of Close Protection Services.

B. The provision of the Services necessitates the Processing of Personal Data by the Processor.

C. The Personal Data to be processed may include special categories of personal data.

D. Tusla and the Processor agree to enter into this Agreement to ensure compliance with Applicable Data Protection Law.

In consideration of the mutual obligations set out herein the parties agree as follows:

DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

Definitions:

"Applicable Data Protection Law" means the General Data Protection Regulation ("GDPR") and any applicable EU Member State legislation enacted in conjunction with the GDPR including the Data Protection Act 2018 and all other applicable laws, rules, regulations, orders, ordinances, regulatory guidance, and industry self-regulations in any relevant jurisdiction relating to the Processing of Personal Data as may be amended, extended, or replaced from time to time.

"**Data Subject Request**" means a request by a Data Subject for the exercise of the rights laid down in Chapter III GDPR.

"**Personal Data**" means any information relating to an identified or identifiable person, a "**Data Subject**." An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person.

Process" or "**Processing**" means any operation or set of operations which is performed on Personal Data, or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

"**Services**" means the services to be provided by or on behalf of the Processor to Tusla which includes the following:

1. *Provision of Close Protection Services:*
   Where the Processor is explicitly directed to do so by Tusla, it must provide Close Protection Services to Tusla which necessitates the processing of Tusla Data on behalf of Tusla. Full specification of the Services to be provided by the Processor are set out in the Services Contract Agreement entered between Tusla and the Processor.

"Tusla Data" means all personal data that is provided by Tusla to the Processor and all personal data that the Processor may collect and process in furtherance of the provision of the agreed Services.

The Schedules form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement will prevail.

PERSONAL DATA

In connection with performing its Services, the Processor will Process Tusla Data on behalf of Tusla as Tusla's data processor. Details of the processing operations, in particular the categories of Personal Data and the purposes of processing for which the Tusla Data is processed on behalf of the Controller, are specified in Schedule 1 (Scope of Processing).

OBLIGATIONS OF TUSLA

Tusla determines the purposes for which Tusla Data are being or will be processed and the manner in which they are being or will be processed by the Processor.

Tusla will comply with Applicable Data Protection Law and shall ensure that any disclosure of Tusla Data made by it to the Processor has been lawfully and validly collected.

OBLIGATIONS OF THE PROCESSOR

The Processor is fully responsible for complying with Applicable Data Protection Law when Processing Tusla Data.

The Processor shall Process Tusla Data solely in accordance with Tusla's documented instructions, including those set forth in this Agreement, unless required to do so by European Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform Tusla of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

The Processor shall process the Tusla Data only (i) for the specific purpose(s) of the processing, as set out in Schedule 1, unless it receives further instructions from the Controller and (ii) for the duration specified in Schedule 1.

The Processor shall ensure that its personnel engaged in the Processing of Tusla Data are informed of the confidential nature of Tusla Data and are subject to binding confidentiality obligations. The Processor shall actively enforce such obligations and bring them to the attention of its personnel and ensure that such personnel have undergone appropriate data protection training.

The Processor shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing of Tusla Data in accordance with Article 32 GDPR specifically:

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and

(e) at least the controls specified in Schedule 2 ("**Minimum Control Requirements**").

In assessing the appropriate level of security, the Processor shall take account of the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored, or otherwise processed.

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation ("special categories of personal data") or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards.

The Processor shall not disclose or otherwise make available in any form any Tusla Data to any third party without first, except to the extent prohibited by Applicable Data Protection Law:

(a) notifying Tusla of the anticipated disclosure (so as to provide Tusla the opportunity to oppose the disclosure and obtain a protective order or seek other relief);

(b) obtaining Tusla's prior written consent to the disclosure; and

(c) imposing contractual obligations on the third-party recipient that are at least equivalent to those obligations imposed on the Processor under this Agreement.

The Processor shall amend or delete Tusla Data at Tusla's request and shall ensure that all Tusla Data Processed by the Processor is accurate and up to date, informing the Controller without delay if the Processor becomes aware that the Tusla Data it is processing is inaccurate or has become outdated.

The Processor shall at Tusla's request, provide a copy of Tusla Data held by it in a format or a media reasonably specified by Tusla.

The Processor shall immediately, and in any event no later than 2 business days, notify Tusla upon receipt of a Data Subject Request relating to Tusla Data. The Processor shall not respond to any Data Subject Request without Tusla's prior written approval and shall provide such assistance by appropriate technical and organisational measures insofar as this is possible to enable Tusla to fulfil its obligations under Applicable Data Protection Law to respond to Data Subject Requests.

The Processor shall immediately, and in any event no later than 2 business days, notify Tusla upon receipt of any communication from a supervisory authority that the Processor receives which relates to the Processing of Tusla Data or this Agreement, unless prohibited from doing so by law or by the supervisory authority. Tusla shall be responsible for all communications or correspondence with the supervisory authority in relation to Tusla's role as a Controller of Tusla Data under Applicable Data Protection Law.

The Processor shall immediately, and in any event within 24 hours upon the Processor or any authorised sub-processor becoming aware of a Personal Data Breach affecting Tusla Data, notify, and provide, Tusla with sufficient information to allow Tusla to meet any obligations to report or inform supervisory authorities or Data Subjects of the Personal Data Breach under Applicable Data Protection Law. Such notification shall at a minimum:

(a) describe the nature of the Personal Data Breach, the categories and the numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

(b) communicate the name and contact details of the Processor's data protection officer and / or other relevant contact from whom more information may be obtained;

(c) describe the likely consequences of the Personal Data Breach; and

(d) describe the measures taken or proposed to be taken by the Controller to address the Personal Data Breach.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Processor shall co-operate with Tusla and take such reasonable steps, at its own cost, as are directed by Tusla to assist in the investigation, mitigation, and remediation of such Personal Data Breach.

The Processor shall, at the direction of Tusla, fully cooperate and assist Tusla in conducting a data protection impact assessment and related consultations with any supervisory authority, if applicable, pursuant to Articles 35 and 36 GDPR, respectively.

The Processor shall make available to Tusla all information necessary to demonstrate compliance with the obligations under this Agreement and Article 28 GDPR and shall allow for and contribute to audits, including inspections at the premises or physical facilities of the Processor, which may be carried out by Tusla, or another auditor mandated by Tusla and shall, where appropriate, be carried out with reasonable notice. Tusla may make a written request, or request in the course of an audit or inspection, for a copy of all Tusla Data and related activity logs from the Processor and such information shall be provided by the Processor without unreasonable delay in the format and on media as reasonably specified by Tusla.

SUB-PROCESSORS

The Processor shall not subcontract the Processing of Tusla Data without prior written consent of Tusla.

The Processor shall make a written request seeking Tusla's permission to allow the proposed engagement of a sub-processor. Tusla shall establish what requirements are necessary in the circumstances and shall determine what documentary evidence may be required in order to assess the request for the engagement of the proposed sub-processor. Tusla reserves the right to seek further clarification from the Processor.

Tusla has the right to grant or withhold such consent in its sole discretion and may subsequently revoke such consent if the sub-processor's performance, in the reasonable judgment of Tusla, has been unacceptable.

The Processor shall remain fully responsible for fulfilment of its obligations under this Agreement and will remain the primary point of contact regarding any Processing of Tusla Data. The Processor shall be fully responsible and liable for the acts, omissions, or defaults of its sub-processors in the performance (or failure of performance) of the sub-processors' data protection obligations under this Agreement or otherwise as if they were the Processor's own acts, omissions, or defaults. The Processor shall notify the Controller of any failure by the sub-processor to fulfil its contractual obligations.

The Processor shall impose contractual obligations on its sub-processors that are the same or at least equivalent to, and in any event no less onerous than, those obligations imposed on the Processor under this Agreement, including without limitation, a right for Tusla to audit or inspect the premises or physical facilities of sub-processors, with reasonable notice (where appropriate).

Tusla consents to the Processor's use of sub-processors identified in Schedule 3 ("Approved Sub-processors").

DATA TRANSFER

Subject to the provisions of Clause 10, the Processor shall not transfer, or cause to be transferred, any Tusla Data from one jurisdiction to another unless the following conditions are fulfilled:

(a) Appropriate safeguards are in place in relation to the transfer, sufficient to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation).

(b) The Processor will comply with its obligations under Applicable Data Protection Law by providing an adequate level of protection to any personal Data that is transferred.

(c) The Processor will comply with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.

(d) The data subject has enforceable rights and effective legal remedies.

WARRANTIES

The Processor warrants the following:

(a) It shall Process Tusla Data in compliance with Applicable Data Protection Law;

(b) It shall implement appropriate technical and organisational measures to protect Tusla Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed;

(c) No conflict of interest exists in its performance of the obligations under this Agreement;

(d) It shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Tusla Data, ensuring in each case that access is strictly limited to those individuals who need to know/access Tusla Data as is strictly necessary for the provision of the Services, and ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

(e) It is not aware of any previous Personal Data Breaches or, if a Personal Data Breach has occurred, it has disclosed in writing each such Personal Data Breach to Tusla and remedied all related security vulnerabilities and taken appropriate measures to prevent similar Personal Data Breaches from occurring again;

(f) It shall inform Tusla immediately if it is aware or reasonably suspects that Tusla's instructions regarding the Processing of Tusla Data breach any Applicable Data Protection Law;

(g) It shall inform Tusla immediately if it becomes aware of any Personal Data Breach affecting Tusla Data; and

(h) It shall inform Tusla immediately if it becomes aware of any advance in technology and methods of working which mean that Tusla should revise the security and technical measures in place in order to protect Tusla Data as well as the Processing of Tusla Data.

RECORDS

The Processor shall keep at its normal place of business detailed, accurate and up-to-date records relating to the Processing of Tusla Data by the Processor.

The Processor shall make such records available to Tusla upon request.

INDEMNITY

The Processor agrees to indemnify and keep indemnified and defend at its own expense Tusla against all costs, claims, damages (including non-material damage), fines, penalties, costs, losses or expenses incurred by, awarded against or agreed to be paid by Tusla arising out of or relating to (1) the Processor's failure (or that of its employees, sub-processors or agents) to comply with this Agreement and/or Applicable Data Protection Law; and/or (2) any Personal Data Breach. Any limitation of liability set forth in the main Services Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

For the avoidance of doubt, the appointment of a sub-processor in accordance with Clause 5 shall not dilute, diminish, or alter the indemnity owed by the Processor to Tusla.

TERMINATION

This Agreement shall terminate automatically upon termination or expiry of the Processor's obligations in relation to the Services.

Tusla shall be entitled to terminate this Agreement by notice in writing to the Processor if

(i) the Processor is in a material or persistent breach of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied within twenty one (21) days from the date of receipt by the Processor of a notice from Tusla identifying the breach and requiring its remedy; or

(ii) the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations pursuant to this Agreement or Applicable Data Protection Law.

The Processor shall be entitled to terminate this Agreement insofar as it concerns Processing of Tusla Data under this Agreement where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1(f), the Controller insists on compliance with the instructions.

POST-TERMINATION OBLIGATIONS

Subject to the instructions of Tusla, the Processor and each sub-processor shall promptly and in any event within thirty (30) days of the date of termination of any Services involving the Processing of Tusla Data (the "**Termination Date**"):

(a) return all Tusla Data to Tusla by secure file transfer in such format as is reasonably notified by Tusla to the Processor; or

(b) delete and procure the deletion of all copies of Tusla Data held by the Processor and each sub-processor.

The Processor and each sub-processor may retain Tusla Data to the extent required by Applicable Data Protection Law and only to the extent and for such period as required by Applicable Data Protection Law and always provided that the Processor and each sub-processor shall ensure the confidentiality of all such Tusla Data and shall ensure that such Tusla Data is only Processed as necessary for the purpose(s) specified in the Applicable Data Protection Law requiring its storage and for no other purpose.

The Processor shall provide prompt written certification to Tusla that it and each sub-processor has fully complied with this Clause 11 upon request.

WAIVER

Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence will not be construed as a waiver of that party's rights under this Agreement.

INVALIDITY

If any term or provision of this Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part will to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement will not be affected provided however that if any term or provision or part of this Agreement is severed as illegal or unenforceable, the parties will seek to agree to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the parties embodied in this Agreement including without limitation the illegal or unenforceable term or provision or part.

NOTICES

Notices shall be in writing and shall be sent to the other party by post or by courier to the address set out in this Agreement and marked for the attention of the person at the address set out below. A party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.

VARIATION

If a change in any Applicable Data Protection Law prevents either party from fulfilling all or part of its obligations under this Agreement, the parties may agree to suspend the processing of the Tusla Data until that processing complies with the new requirements. If the parties are unable to bring the Tusla Data processing into compliance with the Applicable Data Protection Law, either party may terminate this Agreement on not less than [7] working days on written notice to the other party.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

GOVERNING LAW

This Agreement and any claim or dispute (whether contractual or non-contractual) arising out of or in connection with it will be governed by and construed in accordance with the laws of Ireland and the parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any claim or dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Executed for and on behalf of the Child and Family Agency by an authorised signatory:

_____
Signature

_____
Name (block capitals)

Executed for and on behalf of XXXXXX by an authorised signatory:

_____
Signature

_____
Name (block capitals)

SCHEDULE 1
Scope of Processing

Subject Matter of Processing: The context for the Processing of Tusla's Data is the Processor's provision of the Services.
Duration of Processing: The Processing will begin on the Effective Date and will end upon expiration or termination of the Agreement. The Processor may only retain Tusla Data where it has a legal basis to do so.
Tusla, as the data controller, has specified the following retention periods as being appropriate:

A period of three calendar months from the conclusion of the Processor's provision of Services has been deemed the appropriate retention period.

After three calendar months have elapsed;

a) The Processor must provide Tusla with a copy of all Tusla Data required by Tusla pertaining to the provision of Services. Where required, the Processor must confirm to Tusla in writing that this has occurred.

b) The Processor must then securely dispose of all copies of Tusla Data pertaining to provision of the Services except, and unless, the Processor has a legal obligation to retain them. The Processor must ensure that it discharges any such legal obligation in compliance with Applicable Data Protection Law.

Nature and Purpose of Processing: To the extent necessary for the Processor to provide the Services.

Categories of Data Subjects:

- Tusla's Service Users (both Adult and Child Data Subjects) to whom Tusla provides services under its statutory functions.
- Medical practitioners and professionals who may be referenced in a form.
- Tusla's Employees and the Processor's Employees (staff, including temporary, permanent and contract staff).
- Relatives, guardians and associates of the Tusla Service Users.
- Other third parties whose personal data may be processed in the records relating to the Controller's Service Users including, but not limited to, health and educational professionals, members of An Garda Síochána, solicitors, and Guardians Ad Litem.

Types/Categories of Personal Data:

- **Basic Personal Details:** This category relates to basic personal data about data subjects including direct identifiers such as their name, age, and their contact details such as addresses, phone numbers, email addresses, etc. as well as indirect identifiers such as their gender or date of birth.
- **Family, Lifestyle and Social Circumstances:** This category relates to any personal data about a service user's family, lifestyle and social circumstances. Records can include the social work file, the data subject's marital status, their dependents, spouse, partner, family details, next of kin and emergency contact details.
- **Education and Professional Experience and Affiliations:** This category relates to records about a data subject's education and training history. It can include information on educational achievement, qualifications, languages, previous employer information, references and previous work history.

- **Basic HR Details:** This category relates to records about a data subject's employment. It can include pay numbers, job title, role, work schedules, grade, business unit, start date, contract type and recruitment data.
- **Imaging and Location Information:** This category can include photographic and video imaging including CCTV images as well as location and tracking data.
- **Criminal Offence Data:** This category relates to any personal data relating to criminal convictions, alleged offences or related security measures as relevant to Article 10 of the GDPR.
- **Special Category Data:** Any personal data relating to those special categories of personal data as set out in Article 9 of the GDPR. These data could include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, data concerning health, or data concerning a natural person's sex life or sexual orientation.

Processor Point of Contact:

Name: XXXXXX

Address for correspondence: XXXXXX.

SCHEDULE 2
Minimum Control Requirements

The Processor must ensure it maintains appropriate technical and organisational measures to protect against unauthorised or unlawful processing and the accidental loss, destruction, damage, alteration, and disclosure of any Tusla Data processed under this Agreement.
At a minimum, the Processor must ensure the following technical and organisational measures are in place:

1. Where legally required to do so, it must ensure there is a data protection officer in place. Where not legally required, ensure there is a person with responsibility for compliance with applicable data protection legislation.

2. Ensure all employees and contractors who have access to Tusla Data are managed by contracts of employment which contain binding non-disclosure and confidentiality clauses.

3. Ensure all employees and contractors have access only to personal data required for them to do their jobs and that controls are in place to prevent unauthorised access to Tusla Data.

4. Ensure all employees and contractors are appropriately trained on their data protection and information security responsibilities.

5. Ensure that Data Protection and Information Security policies which define how employees, contractors and Third Parties are to manage, process and secure personal data are in place and kept current.

6. Ensure all access to Tusla Data, both on-site and remote, is controlled by strong unique passwords that are frequently changed, and that all such access is logged appropriately.

7. Ensure all soft copy Tusla Data is encrypted at rest using strong encryption protocols.

8. Ensure all hard copy Tusla Data is appropriately secured at rest.

9. Ensure that all computer devices and mobile phones used to process Tusla Data are encrypted.

10. Ensure that all computer devices used to process Tusla Data are protected by a firewall and have anti-malware and antivirus software installed and kept up to date.

11. Ensure that all Tusla Data transmitted in soft copy is sent through secure channels (for example, VPN, Secure FTP, TLS) or by encrypted email or encrypted USB with strong encryption protocols.

12. Ensure that all Tusla Data transmitted in hard copy is sent using an appropriate level of security, whether that is ordinary post, registered post, courier, or hand delivery.

13. Ensure that all Tusla Data is backed up on a regular basis and that backup copies of the data are tested on a frequent basis to ensure the data can be restored in the event of a hardware or software crash or a cybersecurity incident.

14. Ensure that appropriate patch management procedures are in place for managing the timely application of relevant security software updates and patches to all IT devices, mobile computer devices, servers, and other critical IT equipment used to process Tusla Data.

15. Ensure there are documented disaster recovery plans in place which detail how, in the event of a physical or technical security breach, the Processor will restore the availability of Tusla Data.

16. Ensure appropriate asset management procedures are in place to allow for the management and recording of all IT hardware and software assets used to process or store Tusla Data.

17. Ensure appropriate procedures are in place for the timely decommissioning and secure wiping or destruction of all old, obsolete, and damaged IT devices, mobile computer devices, servers, software, and other critical IT equipment used to process, or store Tusla Data.

18. Ensure appropriate separation controls are in place which provide for the separation of different customer's data on its IT hardware and software and ensure Tusla Data is processed as separately as possible from other customer's data.

19. Ensure full separation, where applicable, of its production and development / test / training environments.

20. Ensure there are appropriate procedures in place to allow for the Processor to regularly test, assess and evaluate the effectiveness of its technical and organisational measures in securing Tusla Data.

SCHEDULE 3
Approved sub-processors

None

Schedule F: Client's RFT Including Any Clarifications Issued by the Client

Schedule G: Contractor's Submission Including Any Clarifications Issued by the Contractor

Schedule H: Confidentiality Agreement

THIS AGREEMENT is made on the XXXXXX BETWEEN:

Tusla Child and Family Agency of Brunel Building, Heuston South Quarter, Dublin 8 (hereinafter "the Client") of the one part;
and

XXXXXX with an address at XXXXXX hereinafter called "the Contractor") of the other part.

WHEREAS

A. The Contractor has been identified as the preferred bidder in a public procurement competition entitled Request for Tenders for the Provision of Close Personnel Protection Services dated XXXXXX ("Competition").

B. For the purposes of the Contract ("the Contract") certain confidential information (the "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 €5 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him 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 provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph

3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

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

3.2 not, without the Client's prior written consent, 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 Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. 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; 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).

5. The Contractor undertakes:

5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including

personal data as defined in the Data Protection Acts 2018 and EU Regulation 2016/679 ("GDPR);

5.2 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;

5.3 upon termination of the Competition (or 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 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. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

i Data Protection Acts 1988, 2003 and 2018 and

ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same to include EU Regulation 2016/679

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

9. 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.

SIGNED for and on behalf of the Client _____	SIGNED for and on behalf of the Contractor _____
(being a duly authorised officer) Print Name	 Print Name
Witness _____	Witness _____
Print Name	Print Name