INVITATION TO TENDER

Title of Procurement:	Phishing Simulation Platform and eLearning training content
Procedure:	***OPEN***
eTenders RFT ID:	***9471635***
Enterprise Ireland Contract Reference:	**2026 / 037**
Issue Date:	**10/11/2026**
Closing Date for Queries:	**30/08/2023 @ 120 Midday (Irish Standard Time)**
Submission of Queries:	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders:	**09/01/2027 @ 12 Midday (Irish Standard Time)**
Please note that information relating to this Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal	

(www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.

1 Disclaimer 6

1.1 Guide to the ITT Documents 6

2 Summary 7

3 About Enterprise Ireland 8

4 Scope of the Framework 8

4.1 Numbers Admitted to the Framework Agreement 9

4.2 Duration of the Framework Agreement 9

4.3 Estimated Value of the Framework Agreement 9

4.4 Awarding Contracts under the Framework Agreement 10

4.5 Use of the Framework Agreement 10

4.6 SME Participation 10

4.7 Data Protection 10

5 Detailed Scope of the Framework Agreement 12

5.1 The Initial Contract 12

5.2 Detailed Specification of Requirements 12

5.3 Delivery Locations 26

5.4 Pricing 27

5.5 Account Management 27

5.5.1 Invoicing 27

5.5.2 Review of Supplier Performance 27

5.6 Service Level Agreement 27

6 Evaluation Criteria 29

6.1 Selection Criteria 29

6.1.1 General, Declarations and Financial Requirements 29

6.1.2 Previous Experience 32

6.2 Award Criteria 33

7 INSTRUCTIONS TO TENDERERS 39

7.1.1 Submission of Tenders 39

7.1.2 Queries 40

7.1.3 Query Process for Framework and Contract Terms and Conditions 41

7.1.4 Sufficiency & Accuracy of Tender 41

7.1.5 Tender Documents - Ambiguity, Discrepancy, Error, Omission 42

7.1.6 Qualification of Tenders and Referential Bids 42

7.1.7 Extension of Tender Period 42

7.1.8 Modifications to Tenders prior to the Closing Date for Receipt of Tenders 42

7.1.9 European Single Procurement Document (ESPD) 42

7.1.10 Form of Tender 43

7.1.11 Cost of Preparation of Tender 43

7.1.12 Tender Validity Period 43

7.1.13 Currency and Prompt Payments 43

7.1.14 Confidentiality 44
7.1.15 Conflict of Interest 44
7.1.16 Freedom of Information Act 44
7.1.17 Data Protection Legislation 45
7.1.18 Transfer of Data outside of the European Economic Area (EEA) 45
7.1.19 Service Audit 46
7.1.20 Tax Clearance Certificate 46
7.1.21 Withholding Tax 46
7.1.22 Irish Legislation and Law 47
7.1.23 Clarification of Tenders 47
7.1.24 Correction of Errors 47
7.1.25 Change in the Composition of a Tender 48
7.1.26 Interference and Inducement to Purchase 48
7.1.27 Notification of Tender Evaluations 48
7.1.28 Policy on Personal Debriefings 48
7.1.29 Award to Runner-up 48
7.1.30 Replacement Personnel 49
7.1.31 Copyright 49
7.1.32 Brand Names, etc. 49
APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS 50
APPENDIX 2 - ENTERPRISE IRELAND TERMS AND CONDITIONS 65
APPENDIX 3 – DATA PROCESSING AGREEMENT 75

1 Disclaimer

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

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

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

1.1 Guide to the ITT Documents

Section 4 describes the framework arrangements; Section 5 sets out the requirements; Section 6 explains selection and award evaluation; and Section 7 sets out the instructions to tenderers. The appendices contain the framework terms, Enterprise Ireland terms and conditions, and Data Processing Agreement. Read this document together with the separate Tender Response Document and pricing documents. This guide is for navigation only and does not replace the detailed provisions.

2 Summary

Contracting Authority:	Enterprise Ireland
Title of procurement:	Phishing Simulation Platform and eLearning training content
Type:	Service
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

3 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

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

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

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

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

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

4 Scope of the Framework

Enterprise Ireland intends to engage in a competitive process for the establishment of a framework agreement for the provision Phishing Simulation Platform and eLearning training content .

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

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

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, Enterprise Ireland reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

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

4.2 Duration of the Framework Agreement

The framework agreement will be for [4] years, with the option to extend for [2] years, subject to a maximum of [four] [4] years subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland.

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

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €100,000 to €150,000 (ex. VAT) over the lifetime of the agreement.

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

It is anticipated that the volume of contracts will be [one] per biannually.

4.4 Awarding Contracts under the Framework Agreement

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

4.5 Use of the Framework Agreement

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

4.6 SME Participation

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

4.7 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (see Annex 1 in the Tender Response Document). The Data Processing Agreement (DPA) includes Technical and Organisational Measures the Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in **Appendix 3** (in this document) and Tenderers should familiarise themselves with the entire agreement and its obligations.

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

5 Detailed Scope of the Framework Agreement

5.1 The Initial Contract

The framework agreement will be established on foot of a competition for an initial contract for 2 years. This contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

5.2 Detailed Specification of Requirements

Background / context to Requirement

Enterprise Ireland maintains a security awareness programme to help staff recognise, avoid and report cyber security and data protection risks. Regular phishing simulations and accessible, engaging learning content are key elements of this programme. The service is required to support continuous awareness activity, targeted interventions and clear reporting to operational management and senior stakeholders.

The intended user population is approximately 950 users, with a minimum of three administrative or super-user accounts. User numbers may change during the Framework Agreement and Tenderers must explain how licences can be added, removed or reassigned. Enterprise Ireland currently uses Microsoft 365 and delivers internal learning through a SCORM-compatible learning management environment. The proposed service must therefore support secure integration with Enterprise Ireland's identity, email, collaboration and learning environments without creating avoidable administrative overhead.

Enterprise Ireland requires a mature, intuitive and securely managed service that can support users in Ireland and overseas. Training should be available in multiple formats and, where offered, multiple languages, with captions or transcripts and accessibility features. Content should reflect current threats and cover topics including phishing, business email compromise, smishing and vishing, password and authentication security, safe data handling, mobile and remote working, public Wi-Fi, physical security, GDPR and privacy, records management, invoice fraud, social engineering and the responsible use of AI.

As a minimum the Platform must include:

- Licensing and secure hosting of the phishing simulation and security awareness training service for approximately 950 users and at least three administrators.
- Implementation, configuration and integration with Enterprise Ireland's Microsoft 365 environment, including supported identity and email controls, user provisioning and a user-facing mechanism for reporting suspicious email.
- Migration or recreation of relevant configuration, user groups, campaign structures and reporting fields, where agreed during implementation.
- Administrator onboarding, training, documentation and knowledge transfer.
- Access to the proposed eLearning and awareness content catalogue, including content that can be delivered within the platform and, where licensed, through Enterprise Ireland's SCORM-compatible learning management environment or internal communications channels.
- Configuration and operation of baseline and recurring phishing simulation campaigns, including targeted campaigns, automated scheduling, landing pages, immediate learning interventions and follow-up training.
- Dashboards, scheduled reports and export facilities for campaign, reporting and training data.
- Ongoing technical support, service management, maintenance, platform updates, content refreshes and quarterly service reviews.
- Exit assistance, data export and secure deletion at contract end.

Functional Requirements

These requirements apply to the operation, administration, integration, reporting, content and lifecycle of the proposed cloud-based phishing simulation and security awareness training service.

As a minimum the solution must include:

FUNC-01: Cloud service, administration and access

Classification	Mandatory

The proposed service must be provided as a cloud-based service and must support at least 950 users and at least three Enterprise Ireland administrator accounts.

Provide role-based administration with configurable permissions.
Support least-privilege access for administrative functions.
Support multifactor authentication for privileged or administrative accounts.
Describe the available administrator and user roles, the permissions associated with each role, and how roles and permissions are assigned, changed and removed.
Identify any limits or additional charges applying to users, administrators or administrative roles.

FUNC-02: Microsoft Entra ID and user provisioning

Classification	Mandatory

The proposed service must support single sign-on using standards-based federation compatible with Microsoft Entra ID and automated user provisioning and deprovisioning through a supported directory integration or standards-based method.

Support synchronisation of attributes required to administer groups, campaigns, learning assignments and reports.
Describe the supported authentication and provisioning standards.
Identify required permissions and Enterprise Ireland configuration.
Describe synchronisation frequency and method, including the handling of disabled, deleted or transferred users.
Identify limitations or additional charges.

FUNC-03: User groups and campaign populations

Classification	Mandatory

The proposed service must support static and dynamic user groups based on available attributes such as department, role, location, manager or risk category.

Support campaign exclusion lists.
Support administrator-defined test groups.

Support targeted groups for role-based or remedial activity.
Provide controls to prevent simulation messages from being sent outside the authorised campaign population.
Describe how groups are created, synchronised, tested and used for campaigns and learning assignments.

FUNC-04: Phishing campaign creation and management

Classification	Mandatory

The proposed service must enable authorised administrators to create, configure, approve, test and schedule phishing simulation campaigns.

Operate organisation-wide and targeted campaigns.
Manage multiple campaigns concurrently.
Define randomised delivery windows and schedule recurring campaigns.
Conduct safe test sends before campaign launch.
Apply suppression and exclusion controls.
Configure immediate or scheduled educational interventions following user interaction.
Describe the campaign workflow and any limits applying to campaign numbers, concurrency, recipients, message volumes or scheduling.

FUNC-05: Simulation templates and techniques

Classification	Mandatory

The proposed service must provide a maintained library of customisable phishing simulation templates and landing pages covering different scenarios and levels of difficulty.

Support simulated link interaction.
Support simulated data-entry or credential-harvesting exercises.
Support attachment-based and QR-code simulations.
Support spoofing or impersonation-themed simulations and other social-engineering scenarios included in the service.
The service must not collect or require users to submit live passwords or actual authentication credentials.
Describe each supported technique, associated limitations and the controls used to prevent collection of live credentials.

Provide representative examples of templates and landing pages.

FUNC-06: Template and communication customisation

Classification	Mandatory

The proposed service must allow authorised administrators to configure and customise applicable simulation and learning communications.

Enable configuration of simulation templates, landing pages, sender details and branding.
Enable configuration of notifications, learning communications and user feedback messages.
Identify which elements are directly editable by Enterprise Ireland administrators, configurable only by the supplier, restricted for technical or legal reasons, or subject to additional charges.

FUNC-07: Outlook reporting mechanism

Classification	Mandatory

The proposed service must provide a supported mechanism through which users can report suspicious emails from Microsoft Outlook.

Support relevant Outlook desktop clients, Outlook on the web and Outlook mobile clients, subject to applicable Microsoft client capabilities.
Support customisable user feedback, including confirmation where a reported message was an authorised phishing simulation.
Identify supported Outlook clients and versions.
Describe deployment requirements and list all required permissions.
Describe client limitations and state all implementation, licence and recurring charges.

FUNC-08: Handling of reported messages

Classification	Mandatory

The proposed service must support routing or integration that allows reported messages and associated metadata to be delivered to an Enterprise Ireland-designated mailbox, queue or security workflow.

Describe the message and metadata transferred.
Describe available routing or integration options.
Identify required connectors, mail-flow rules and permissions.
Explain retention within the supplier service and any automatic actions performed on the reported message.
Identify dependencies and additional charges.

FUNC-09: Microsoft 365 email integration

Classification	Mandatory

The proposed service must provide secure, documented integration with Enterprise Ireland's Microsoft 365 email environment to support reliable delivery of authorised simulation messages without unnecessarily weakening general email-security controls.

Provide details of required permissions, connectors, sender domains, allow-listing and mail-flow rules.
Describe message-delivery dependencies, implementation and testing activities, and configuration that Enterprise Ireland must maintain.
Identify any configuration that could affect existing email-security controls.

FUNC-10: Dashboards and operational reporting

Classification	Mandatory

The proposed service must provide near-real-time and historical dashboards covering campaign delivery and events, user reporting of simulation messages, learning assignments, training completion, overdue training and relevant historical trends.

Provide reporting at organisation and group level and, where authorised by Enterprise Ireland, at individual-user level.
Describe dashboards, filters and drill-down facilities.

Define how principal metrics are calculated.
Provide representative dashboard and report examples.
Identify reporting or data-retention limits.

FUNC-11: Scheduled reporting and data export

Classification	Mandatory

The proposed service must support scheduled reporting and export of campaign, user-reporting and learning data.

Provide export in commonly used formats suitable for further analysis using Microsoft Power BI.
Support configurable report fields and filters.
Specify available export formats and fields.
State whether exports can be scheduled or automated.
Describe available APIs or other reporting interfaces.
Identify data-volume or frequency limits and additional licensing or charges.

FUNC-12: Security awareness learning content

Classification	Mandatory

The proposed service must provide a maintained catalogue of awareness and learning content relevant to Enterprise Ireland.

Cover information security, cyber security, phishing and social engineering, data protection and privacy, and records management.
Provide a range of formats, which may include short modules, videos, quizzes, games or challenges, posters, infographics, newsletters and awareness campaign materials.
Provide a content catalogue and representative samples.
Describe available formats and topics, release and refresh arrangements, and content-retirement arrangements.
Identify premium or separately licensed content.

FUNC-13: Learning paths and remedial training

Classification	Mandatory

The proposed service must support general awareness training, role-based training, training for higher-risk or specialist groups, configurable learning paths and remedial assignments following specified simulation actions.

Support follow-up training based on user actions.
Describe configuration of learning paths and remedial assignments.
Identify events that can trigger an assignment.
Describe completion and overdue tracking.
Describe available reminder and notification functions.
Identify limitations on the number or type of assignments.

FUNC-14: Accessibility, languages and learning-environment integration

Classification	Mandatory, with specified desirable elements

The proposed platform and learning content must provide captions and transcripts for applicable audiovisual content, support keyboard operation, support relevant assistive technologies and state the accessibility standard achieved.

Provide an accessibility conformance statement where available and identify known exceptions.
Identify supported languages and the topics and formats available in each language.
Identify differences in content availability, release timing or cost by language.
Support SCORM and/or another standards-based method suitable for integration with Enterprise Ireland's learning management environment, including completion tracking.
Identify licensing restrictions, reuse limitations and additional charges.

The ability to host Enterprise Ireland-created content, and to export or embed selected supplier content in Enterprise Ireland channels, is desirable and subject to evaluation.

FUNC-15: Implementation, support and service lifecycle

Classification	Mandatory

The Tenderer must provide a documented implementation and service-lifecycle approach.

Cover discovery, design, security and privacy review, configuration, Microsoft 365 and identity integration, testing, administrator training, pilot implementation, deployment, handover, ongoing support, platform and content updates, and exit assistance.
Identify a named implementation lead, an account or contract manager, support contacts and escalation routes.
Identify Enterprise Ireland and supplier responsibilities, implementation dependencies, proposed deliverables and indicative sequencing.
At contract end, support export of Enterprise Ireland data in usable formats, removal or revocation of integrations, return or deletion of Enterprise Ireland data, and written confirmation of deletion.

Security Requirements

> These requirements apply to the proposed service, its hosting environment, administrative interfaces, integrations, supporting services and relevant subcontractors or sub-processors.

SEC-01: Security governance and service-specific risk management

Classification	Mandatory

The Tenderer must maintain documented information-security governance and risk-management arrangements applicable to the proposed service.

Describe how information-security responsibilities are assigned and monitored.
Describe how security risks affecting the service are identified, assessed, treated and reviewed.
Explain how the effectiveness of relevant security controls is evaluated.
Identify the person or function accountable for security of the proposed service.
Identify relevant security policies or governance documents that can be made available to Enterprise Ireland on request.

SEC-02: Independent security assurance

Classification	Mandatory

The Tenderer must provide current independent security assurance relevant to the proposed service. This may include ISO/IEC 27001 certification, a SOC 2 Type II report, or equivalent independent assurance.

Identify the certified or assessed legal entity and the scope of certification or assessment.
Confirm whether the proposed service and hosting environment are within scope.
Identify the issuing or assessing body, validity or reporting period, and relevant exclusions or qualifications.
Where the complete report cannot be supplied with the Tender, state what evidence can be provided under appropriate confidentiality arrangements.

SEC-03: Identity, authentication and Enterprise Ireland integration

Classification	Mandatory

The proposed service must support standards-based single sign-on compatible with Enterprise Ireland's Microsoft Entra ID environment.

Describe supported federation and authentication methods.
Support Enterprise Ireland-controlled multifactor authentication.
Describe authentication arrangements for accounts that cannot use Enterprise Ireland single sign-on.
Describe automated user provisioning and deprovisioning methods.
Identify required permissions, connectors and Enterprise Ireland configuration.
Disclose limitations affecting administrators, learners, overseas users or supported client applications.

SEC-04: Role-based and privileged access control

Classification	Mandatory

The service must provide role-based access control and support least-privilege administration.

Provide standard administrative and user roles and the permissions assigned to each role.
Describe the ability to create or configure restricted administrative roles.
Describe controls governing privileged access by the Tenderer's personnel.
Describe authentication and approval controls applied to privileged access.

Describe the process for granting, reviewing and removing access.
Describe separation of access between production, test and development environments, where applicable.
Enforce multifactor authentication for privileged supplier accounts and support it for Enterprise Ireland administrator accounts.

SEC-05: Security and administrative audit logging

Classification	Mandatory

The service must record security-relevant and administrative activity sufficient to support accountability, security review and incident investigation.

Describe recorded events, including authentication events, administrative actions, role or permission changes, configuration changes and relevant data exports.
Describe the information contained in each log record.
Describe controls protecting logs against unauthorised access, alteration or deletion.
State log-retention periods.
Describe search, reporting, export and alerting capabilities.
Explain how Enterprise Ireland can obtain relevant logs following a security incident.
Identify limits, additional charges or dependencies associated with log access or export.

SEC-06: Encryption and key management

Classification	Mandatory

Enterprise Ireland data must be encrypted in transit and at rest using current, non-deprecated security protocols and appropriate key-management arrangements.

Identify protocols and encryption standards used for data in transit.
Identify encryption standards used for data at rest.
Identify systems, databases, files, backups and log data covered.
Describe key-management arrangements.
Disclose any circumstances in which Enterprise Ireland data is not encrypted.
Describe customer-controlled encryption options, where available.

SEC-07: Tenant segregation

Classification	Mandatory

The Tenderer must describe how Enterprise Ireland data and administrative functions will be logically or physically segregated from those of other customers.

Describe the tenant-separation model.
Explain how segregation is implemented and maintained.
Describe controls preventing unauthorised cross-tenant access.
Explain how tenant-separation controls are monitored and tested.
Identify components or services in which data or processing resources are shared.

SEC-08: Vulnerability, patch and release management

Classification	Mandatory

The Tenderer must operate documented vulnerability-management, patch-management and release-management processes for the proposed service.

Describe how vulnerabilities are identified, assessed and prioritised.
Describe remediation or risk-treatment processes.
Explain how security patches and emergency changes are managed.
Explain how releases are tested and approved.
Describe how material vulnerabilities or urgent mitigations would be communicated to Enterprise Ireland.
Explain how dependencies and supporting infrastructure are included.
Describe how security is incorporated into the development and change lifecycle, including security review and testing before releases, management of security defects, and controls applying to relevant third-party components.

SEC-09: Independent technical security testing

Classification	Mandatory

The Tenderer must undertake regular security testing appropriate to the nature and risk of the proposed service.

- Describe the types, frequency and scope of security testing performed on relevant internet-facing components.
- State the date of the most recent relevant assessment.
- Confirm whether testing is conducted internally, independently, or through a combination of both.
- Describe how identified findings are risk-rated, tracked and remediated.
- Provide appropriate evidence or assurance that relevant testing is undertaken. Sensitive information may be provided under suitable confidentiality arrangements.

SEC-10: Security-incident management and notification

Classification	Mandatory

The Tenderer must maintain a documented security-incident management process applicable to the proposed service.

Describe how suspected or confirmed incidents are identified, assessed and classified.
Describe incident ownership and escalation arrangements.
Identify notification and communication channels.
Describe containment, investigation, recovery and corrective-action processes.
Describe the frequency and content of status updates.
Describe post-incident reporting and lessons-learned arrangements.
Describe support for Enterprise Ireland's investigation, evidence gathering and regulatory or data-subject notification obligations.
Notify security and personal-data incidents affecting Enterprise Ireland in accordance with the applicable contract, SLA and Data Processing Agreement.

SEC-11: Business continuity, backup and disaster recovery

Classification	Mandatory

The Tenderer must maintain documented and tested business-continuity and disaster-recovery arrangements relevant to the proposed service.

Describe continuity, backup and recovery arrangements.

Provide the scope and date of the most recent relevant test and a summary of its outcome and corrective actions.
State backup frequency, retention and restoration arrangements.
State proposed recovery-time and recovery-point objectives.
Identify production, backup and disaster-recovery locations.
Confirm how the arrangements support proposed service levels.

SEC-12: Hosting, support locations, sub-processors and supply-chain security

Classification	Mandatory

The Tenderer must disclose all material parties and locations involved in hosting, supporting, administering or otherwise delivering the proposed service.

Identify production, support, backup and disaster-recovery locations.
Identify hosting and infrastructure providers.
Identify material subcontractors and sub-processors and the services performed by each.
Identify categories of Enterprise Ireland data accessible to each party.
Describe how each party is assessed, approved and monitored.
Describe how equivalent security and data-protection obligations are contractually applied.
Describe how Enterprise Ireland will be notified of material changes to sub-processors, hosting arrangements or data locations.

SEC-13: Data retention, export and secure deletion

Classification	Mandatory

The Tenderer must describe the lifecycle of Enterprise Ireland data within the proposed service, including applicable campaign data, learning data, user information, reported-message metadata, administrative logs and backups.

Specify standard and configurable retention periods.
Describe available data-export formats and methods.
Describe controls preventing retention beyond the authorised period.
Describe return or export of data at contract end.
Describe revocation or removal of Enterprise Ireland integrations.
Describe secure and non-recoverable deletion from active systems.

Describe treatment and expiry of backup copies.
Describe the evidence or written confirmation of deletion that will be supplied.
Disclose limitations, retained residual data and additional charges.

SEC-14: Ongoing security assurance and vendor-risk cooperation

Classification	Evaluated/desirable

The Tenderer should confirm its willingness to cooperate with Enterprise Ireland's vendor-risk-management and security-assurance processes for the duration of the Framework Agreement.

Support periodic security reviews.
Provide updated certification and assurance evidence.
Notify Enterprise Ireland of material changes to security controls or assurance status.
Respond to reasonable security questionnaires.
Cooperate following incidents.
Support reasonable review of relevant controls, subject to appropriate confidentiality, security and operational safeguards.
Identify restrictions, conditions or additional charges applicable to such cooperation.

5.3 Delivery Locations

Delivery is required to Enterprise Ireland, East Point Business Park, The Plaza, Dublin 3 D03 E5R6.

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

It is expected that there will be one contract biannually over the lifetime of the framework

5.4 Pricing

The maximum price chargeable in respect of all items contracted during the framework period shall be set out in the pricing schedule in the Form of Tender page 9 of the Tender Response document) submitted as part of this tender. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

5.5 Account Management

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

5.5.1 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote a purchase order number and submitted directly to Accounts Payable (accounts.payable@enterprise-ireland.com). All invoices which do not quote the relevant order number(s) will be returned to the supplier.

5.5.2 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between Enterprise Ireland and the framework member(s). Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

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

5.6 Service Level Agreement

Tenderers are required to provide a draft Service Level Agreement (SLA) for Enterprise Ireland which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting.
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

The draft SLA provided should also:

- Provide samples of the management reports to Enterprise Ireland that you propose to employ for this project, indicating their proposed frequency;
- Set out how you will communicate with relevant stakeholders within Enterprise Ireland including the Finance Department;
- Detail your standard response times to requests received from Enterprise Ireland, including your approach to urgent queries.

Please note that Enterprise Ireland will agree the final content of the SLA with the successful tenderer.

6 Evaluation Criteria

6.1 Selection Criteria

Enterprise Ireland is using the OPEN procedure to establish this framework agreement. All interested parties may submit a tender, but only those demonstrating the required level of financial and technical capacity will have their tender considered. To demonstrate their qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD). The TRD is based on a self-declaration model; tenderers are nevertheless required to provide the minimum information specified.

6.1.1 General, Declarations and Financial Requirements

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

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

Declarations
Tenderers must Complete and sign the following Declarations in the Tender Response Document: **a)** Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016; **b)** Compliance with relevant statutory obligations. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. This includes the Children First Act (2015)

c) Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

d) Data Protection & Security

Financial and Economic Standing		
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.	
Financial Standing	**(a)** Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. **(b)** Confirmation that the tendering party turnover exceeded €50,000 per annum For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.	
Insurance	Confirmation of the following insurances being in place:	
Insurance Type		**Required Value €**
Employer's Liability (where applicable – see notes below)		€13 million
Public Liability		€6.5 million

Professional Indemnity	€1 million
Cyber Liability	€5 million
For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.	
Notes re Employer's Liability: **#1** Sole traders with no employees are not required to have this insurance. **#2** In the case of certain jurisdictions, alternative insurance arrangements exist (i.e. Government schemes) **#3** The nearest currency equivalents may be accepted depending on the level of cover	

6.1.2 Previous Experience

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

Satisfactory Previous Experience
Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they have the experience necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion each Tenderer must submit by completing the TRD with its Tender: Tenderers must provide details of three (3) reference contracts involving the successful delivery of services **of a similar nature and scale to the services required under this Framework Agreement** . The reference contracts must demonstrate, to the satisfaction of Enterprise Ireland, that the Tenderer meets each of the specific experience requirements set out below. Each reference contract must relate to services delivered within the 36 months preceding the deadline for the submission of Tenders. Reference contracts relating to services delivered outside this period will not be considered. At least one of the three reference contracts must[1]: (i) Provision of and implementation of a Phishing simulation platform (ii) Provision of eLearning content associated with Phishing Simulation (iii) Provision of ongoing contract maintenance. Tenderers must use the table format in the TRD for their answers and must respond to each element of the table. In completing the table for each reference project, Tenderers must provide sufficient information to allow Enterprise Ireland to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

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

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

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

6.2 Award Criteria

Membership of the Framework Agreement, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

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

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%

A	**Ultimate Cost to the Enterprise Ireland over the life of the contract**	**25%**	**2,500**	**n/a**
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender. *Cost will be assessed as set out in Note 5 below.*				
B	**Methodology for delivery of the service addressing the scope of services**	**30%**	**3,000**	**1,800**
Tenderers must clearly describe in their TRD how they will deliver the service and are referred to section(s) 5.2 of the ITT				
C	***Quality of eLearning content/training material***	***30%***	**3,000**	**1,800**
Tenderers should provide sufficient relevant information to enable Enterprise Ireland to assess their offer under this criterion covering the requirements detailed in Section 5.2				
D	**Resource Allocation Schedule**	**15%**	**1,500**	**900**
Tenderers should provide comprehensive information on the team proposed clearly indicating each team members contribution to the project, their precise roles and responsibilities and time commitment. *Comprehensive CVs must be provided demonstrating each team members expertise for the role proposed.* *In addition, tenderers must outline the availability of the resources for the proposed team and provide detail on their proposal for the supply of the proposed resources for the term of the initial contract.*				

The Tender will be assessed solely against the Award Criteria and methodology set out in this Invitation to Tender.

Tenderers must use the tender Response Document (TRD) uploaded separately with this ITT to www.etenders.gov.ie for their responses to the award criteria set out below.

NOTE 1: SCORING MATRIX

The evaluation team may award any score within the available scoring range. The descriptions are intended as guidance to assist the evaluation team, in determining the most appropriate score. Where a response demonstrates characteristics that fall between descriptors, evaluators may award evaluators may award an intermediate score which reflects the overall quality of the response.

Qualitative criteria will be scored using the following baseline scoring system:

%	Rating	Description
100%	**Outstanding**	An outstanding response demonstrating an exceptional understanding of the requirement. The response is comprehensive, highly convincing and supported by excellent evidence, examples and methodology. It offers full assurance to Enterprise Ireland that the Tenderer will deliver to an exceptional standard, with no reservations.
90% - 99%	**Excellent**	An excellent response demonstrating a comprehensive understanding and offering high-level assurance to Enterprise Ireland that the Tenderer will deliver to an excellent standard, with only minor reservations.
80% - 89%	**Very Good**	A very good response demonstrating a thorough understanding and offering assurance to

		Enterprise Ireland that the Tenderer will deliver to a very high standard, with few reservations.
70% - 79%	**Good**	A good response demonstrating a good understanding and offering assurance to Enterprise Ireland that the Tenderer will deliver to a high standard but does not provide sufficiently convincing assurance to award a higher mark.
60% - 69%	**Acceptable**	An acceptable response demonstrating a satisfactory understanding and offering assurance to Enterprise Ireland that the Tenderer will deliver to an acceptable standard.
Responses scoring below 60% will be deemed Unacceptable and will not be considered further in the evaluation process.		

Marks between the baselines outlined above can be awarded where responses so merit additional marks.

NOTE 2: MINIMUM QUALITATIVE THRESHOLDS

Tenderers should note that they must achieve a minimum rating of **60%** for each of the individual qualitative criteria as subject to a minimum threshold.

Any Tender receiving less than 60% in a criterion where a minimum threshold applies will be eliminated from the competition. Enterprise Ireland reserves the right not to evaluate remaining Award Criteria where a Tender has already failed to achieve a mandatory minimum threshold.

NOTE 3: PAGE AND WORD LIMITS

Where a page limit or word limit has been specified for an Award Criterion or response requirement, Tenderers must comply with that limit.

Enterprise Ireland will only read and evaluate the submission up to the applicable page or word limit. Any information included beyond the stated page or word limit will not be evaluated and will not be taken into account when scoring the Tender.

Unless expressly stated otherwise, appendices, annexes, screenshots, images, charts, diagrams and other supporting materials will be included when calculating compliance with any specified page limit.

NOTE 4: HYPERLINKS AND EXTERNAL CONTENT

Tenderers are not permitted to submit general marketing material as part of their Tender or to attach documents unless specifically requested in this Invitation to Tender.

No hyperlinks may be included in Tender responses unless expressly permitted by Enterprise Ireland. Any information accessible only through a hyperlink, website, portal, cloud repository or other external source will not be evaluated and will be treated as not having been submitted.

Any material submitted beyond any applicable page or word limit, including material accessed through hyperlinks, will not be evaluated.

NOTE 5: COST EVALUATION

Marks for **Award Criterion (A)** will be calculated by using the [total cost of the Initial Contract]. Marks for Award Criterion A will be scored in inverse proportion to the maximum score for Award Criterion A, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

(A) - The scores of the other compliant tenders for Award Criterion A will be calculated using the following formula:

$$\frac{\text{Maximum Marks for Costs} \times \text{Lowest Tendered Costs}}{\text{Costs of Tender being evaluated}}$$

NOTE 6: TENDER RESPONSES

Tenderers should ensure in their Tenders that they provide detailed information in respect of all aspects of the Award Criteria as stated above. Enterprise Ireland will evaluate only the information submitted in the Tender Response and any clarifications sought during the evaluation process.

Tenderers should not assume that Enterprise Ireland has prior knowledge of their organisation, experience, methodologies, solutions or capabilities and should therefore ensure that all information necessary for evaluation is clearly set out within the Tender.

7 INSTRUCTIONS TO TENDERERS

7.1.1 Submission of Tenders

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

Tenderers are solely responsible for ensuring that all required documents are fully uploaded and that the tender response is finally submitted before the Tender Deadline. Uploading documents to the platform does not, of itself, constitute submission.

The steps below provide an overview of the submission process. Different processes may require different actions, so this overview may not contain every step required. The Contracting Authority takes no responsibility for these steps constituting the totality of the steps required.

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

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

The eTenders helpdesk should be contacted for technical or platform-related issues only. Tender or procurement-related queries must be submitted through the eTenders messaging facility in accordance with the Queries section below

Accessing documents

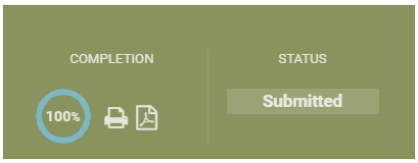
First associate your company with this competition to access the “Tender” link under the Show CfT Menu. Complete the following steps to make that association:

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

- This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

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



If you do not receive a confirmation message from eTenders after completing the final Submit step, you have not submitted your response.

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

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

Tenders not successfully submitted through the eTenders postbox before the Tender Deadline will not be considered, irrespective of the reason for late, incomplete or unsuccessful submission, including technical, connectivity, upload or user issues. Tenders submitted by any other means will not be accepted or considered

7.1.2 Queries

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

Enterprise Ireland is not obliged to respond to queries received after the Closing Date for Queries. Tenderers are responsible for monitoring eTenders for all clarifications, responses, amendments and updates issued during the Competition.

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

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

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

7.1.3 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework and Contract Terms and Conditions set out in Appendices 1 and 2. Tenderers should use the query process in Section 7.1.2 to identify any clauses they wish to discuss and describe any proposed amendment in clear detail. It is intended that these terms and conditions will be finalised, with minor amendments if necessary, during this query process. Responses to such queries will be broadcast on eTenders to all tendering parties. It will be at Enterprise Ireland's sole discretion to modify the Framework and Contract Terms and Conditions. Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process or at framework / contract award stage.

7.1.4 Sufficiency & Accuracy of Tender

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

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

7.1.5 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If a Tenderer considers that any tender document is missing, or that any ambiguity, discrepancy, error or omission exists in the Tender Documents, the Tenderer must notify Enterprise Ireland through the eTenders messaging facility as soon as possible and, in any event, before the Closing Date for Queries. Enterprise Ireland may, upon receipt of such notification, issue a clarification via eTenders in respect of any such matter. Any such clarification shall form part of the Tender Documents.

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

7.1.6 Qualification of Tenders and Referential Bids

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

7.1.7 Extension of Tender Period

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

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

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

7.1.9 European Single Procurement Document (ESPD)

Enterprise Ireland will accept an ESPD if Tenderers wish to submit for this competition provided that they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in Section 6.1

7.1.10 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in section X of the Tender Response Document. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

7.1.11 Cost of Preparation of Tender

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

7.1.12 Tender Validity Period

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

7.1.13 Currency and Prompt Payments

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

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

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

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

7.1.14 Confidentiality

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

7.1.15 Conflict of Interest

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

7.1.16 Freedom of Information Act

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

7.1.17 Data Protection Legislation

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

Enterprise Ireland will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Invitation to Tender.

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

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

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

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

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

7.1.19 Service Audit

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

7.1.20 Tax Clearance Certificate

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

Prior to the award of any contract arising out of this competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable).

By supplying these numbers, the successful Tenderer, acknowledges and agrees that Enterprise Ireland has the permission of the successful tenderer to verify its tax cleared position online.

7.1.21 Withholding Tax

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

7.1.22 Irish Legislation and Law

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

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

7.1.23 Clarification of Tenders

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

7.1.24 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors:

- Where there is a discrepancy between pricing information entered in different parts of the electronic tender submission, Enterprise Ireland may seek clarification, but no change to the price or substance of the Tender shall be permitted.
- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

7.1.25 Change in the Composition of a Tender

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

7.1.26 Interference and Inducement to Purchase

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

7.1.27 Notification of Tender Evaluations

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

a) Letter of Intent of award of contract.

b) Letter of Regret.

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

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

7.1.28 Policy on Personal Debriefings

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

7.1.29 Award to Runner-up

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; Enterprise Ireland reserves the right to establish the framework with the next highest scoring tenderer on the

basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

the initial contract to the framework member with the next highest score on the basis of the original competition, at any time during the tender validity period.

7.1.30 Replacement Personnel

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

7.1.31 Copyright

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

7.1.32 Brand Names, etc.

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

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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

IMPORTANT NOTE:

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

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

PARTIES

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

AND

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

BACKGROUND

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

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

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

1. Definitions

"Commencement Date" means after Insert Date

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

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

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

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

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

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

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

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

1.1 To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition that is most favourable to Enterprise Ireland shall prevail.

1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.

1.3 Unless the contract requires otherwise, words in the singular may include the plural and vice versa.

1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. Appointment of Framework Member

2.1 The Framework Member accepts its appointment under the terms and conditions of this Framework Agreement.

2.2 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Client may at its sole discretion choose not to enter into any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.

2.3 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period falling within the scope set out in Clause 4.1 Enterprise Ireland reserves the right to operate outside the terms of the framework agreement in the event that it considers that it is not achieving value-for-money.

3. Period of Framework Agreement

3.1.1.1.1 The period of the Framework Agreement will be for a maximum period of 4 years.

3.2 The Framework Agreement shall take effect on the Commencement Date.

4. Scope of Framework Agreement

This Framework Agreement relates to……..

5. Procedure for Award of Contracts

5.1 Contracts awarded under the framework may be by direct appointment to the appointed framework member.

5.2 On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the Client and the successful Framework Member shall enter into a contract in accordance with the General Terms and Conditions, as well as any Special Terms and Conditions pertaining to the contract.

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

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

6. Fixed Conditions for Contracts

6.1 Prices

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

6.2 Personnel

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

7. Obligations of Framework Member

7.1 Conflict of Interest

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

Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

7.2 Insurances

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

7.3 Tax Clearance Certificate

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

7.4 Changes to Declarations

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

7.5 Corrupt Gifts and Inducements

7.5.1 The Framework Member shall not give, provide or offer to any staff or agent of the Client a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any Contract.

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

7.6 Audits

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

Contract performed or partly performed by it under the Framework Agreement. Failure to provide the required information may result in termination of appointment.

8. Termination of Appointment

8.1 Without prejudice to any other rights or remedies to which it may be entitled, the Client shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

8.1.1 The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

8.1.2 The Member fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Client requiring the Member to do so;

8.1.3 The Member's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement or the relevant Contract, or fails to meet any standard prescribed by law;

8.1.4 Any person employed by the Member or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 7.5 above, whether with or without the knowledge of the Member;

8.1.5 The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

8.1.6 The Member ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;

8.1.7 The Member is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;

8.1.8 An order is made or an effective resolution is passed for the winding up of the Member's company other than for the purpose of a restructuring the terms of which have been agreed by the Client;

8.1.9 A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;

8.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;

8.1.11 The Client reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;

8.1.12 The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;

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

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

9. Termination of Framework Agreement

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

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

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

10. General

10.1 Freedom of Information

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

10.2 Applicable Law

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

10.3 Resolution of Disputes

Any dispute or difference arising out of or in connection with this Contract shall be referred in the first instance to a Conciliator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of a Conciliator, to be appointed on the request of either party by the Chairman for the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman of the Institute. In the event that the matter cannot be resolved by conciliation it shall be referred to a single Arbitrator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, to be appointed on the request of either party by the Chairman of the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman for the Institute. The decision of the Arbitrator appointed under this Condition shall be final and binding on the parties. Such Arbitration shall be governed by the Arbitration Act 2010 as amended or replaced or any statutory variation, modification or re-enactment thereof for the time being in force.

10.4 Waiver

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

10.5 Severability

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

10.6 Force Majeure

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

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

10.6.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence but

shall not include strikes or concerted acts of the Framework Member 's workforce.

10.7 Public Procurement

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

11. Notices

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

For the Client:

Contact Name:
Address:

E-mail:

Phone:

For the Framework Member:

Contact Name:

Address:

E-mail:

Phone:

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

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

11.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for

such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

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

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

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

SIGNED:

On behalf of the CLIENT

Name

Position

Signature

Date

Witnessed

On behalf of the Framework Member

Name

Position

Signature

Date

Witnessed

Schedules:

1. Form of Tender
2. Resources
3. Insurances

Schedule 1: Form of Tender

Insert Copy of Form of Tender as submitted by Tenderer

Schedule 2: Resources

Insert Copy of Resource Allocation Schedule as submitted by Tenderer

Schedule 3: Insurances

APPENDIX 2 - ENTERPRISE IRELAND TERMS AND CONDITIONS

WHEREAS:-

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

IT IS AGREED:-

1 PURCHASE

1.1 The supplier of the services identified in the purchase order or contract, ("**Seller**"), shall provide and Enterprise Ireland shall receive the services on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.

1.2 Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.

1.3 Enterprise Ireland will not accept responsibility for any order which is not on an official order form and fully signed by an authorised officer.

2 APPLICABILITY AND LAW

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

3 PAYMENT

3.1 In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates ("charges") as stated in the Purchase Order.

3.2 Invoice and Monthly Statement

3.2.1 Seller shall issue an invoice for each individual Purchase Order.

3.2.2 The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts.payable@enterprise-ireland.com quoting the Purchase Order number

3.2.3 The supplier name on the invoice must be the same as on the Purchase Order.

3.2.4 The invoice quantity, value and currency must be the same as on the Purchase Order.

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

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

3.3 Tax Clearance Certificates

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

3.4 Professional Services Withholding Tax

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

3.5 E-Day Bank Details for Payment

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

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

3.7 Late Payments

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

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

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

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

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

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

4 INDEPENDENT CONTRACTOR

4.1 Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.

4.2 Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5 WARRANTY

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

6 INDEMNITY

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

7 LIMITATION OF LIABILITY

7.1 In no event will Enterprise Ireland's total liability for damages and actions based on contract or tort arising out of or in connection with a Purchase Order exceed the amount remaining due under that Purchase Order.

7.2 In no event shall Enterprise Ireland be liable for any indirect or consequential loss suffered by Seller.

8 FREEDOM OF INFORMATION

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

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

9 CONFIDENTIALITY

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

10 FORCE MAJEURE

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

11 ASSIGNMENT

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

12 SUB-CONTRACTING

12.1 Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.

12.2 Seller shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13 NOTICES

13.1 Any demand, notice or communication shall be deemed to have been duly served:-

13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

13.1.2 If given or made by prepaid post, two working days after being posted.

13.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park , Dublin 3 , Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14 WAIVER

14.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

15 HEADINGS

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

16 SEVERABILITY

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

17 CANCELLATION

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

17.1.1 fails to comply with any term or condition of the order including but not limited to delivery terms; or

17.1.2 is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or

17.1.3 voluntarily ceases trading

18 INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts

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

19 Data Protection

19.1 Seller shall comply with all applicable data protection law including but not limited to the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and any other national implementing legislation ("**Data Protection Law**").

19.2 In this clause 19, the terms "personal data", "processor", "controller", "data subject", supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in Data Protection Law. "Sub-processors" shall mean other processors that are used by Seller to process personal data.

19.3 To the extent that Enterprise Ireland acts as a controller and Supplier acts as a processor, and the provision of the goods or services requires Supplier to process personal data relating to Enterprise Ireland's clients, employees, officers and/or other persons, at Enterprise Ireland's request or under Enterprise Ireland's instructions, Seller shall comply with its obligations as processor under this clause 19.

19.4 The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and Enterprise Ireland's obligations and rights as controller are as provided in the applicable agreement between Enterprise Ireland and Seller and/or further to written or oral instructions that Seller receives from Enterprise Ireland. [2]

19.5 In processing personal data that Enterprise Ireland provides to Seller, Seller warrants and represents that Seller is, and shall be for so long as Seller processes any such data, fully compliant with the Data Protection Law and Seller agrees:

19.5.1 To only process the personal data on Enterprise Ireland's documented instructions, unless Seller is required to do so by EU or Irish law. Seller shall

inform Enterprise Ireland of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.

19.5.2 Not to transfer the personal data to a recipient outside the EEA, without Enterprise Ireland's prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.

19.5.3 To impose a duty of confidentiality on any staff and subcontractors of Seller, where applicable, with access to the personal data.

19.5.4 To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.

19.5.5 Not to engage another processor without Enterprise Ireland's prior specific or general written authorisation. In the case of general written authorisation, Seller shall inform Enterprise Ireland of any intended changes concerning the addition or replacement of other processors, thereby giving Enterprise Ireland the opportunity to object to such changes.

19.5.6]To require any sub-processor that Seller engages to process the personal data on Enterprise Ireland's behalf, to adhere to the same obligations that Seller undertakes in these terms and conditions, to ensure such processing meets the requirements of the Data Protection Law, and Seller will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.

19.5.7 Insofar as possible, and taking into account the nature of the processing, assist Enterprise Ireland by appropriate technical and organisational measures to fulfil Enterprise Ireland's obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.

19.5.8 Taking into account the nature of the processing and the information available to Seller, assist Enterprise Ireland in ensuring compliance with its obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.

19.5.9 At Enterprise Ireland's request, delete or return all the personal data to Enterprise Ireland after the end of the provision of Seller's goods or services, and delete existing copies unless EU or Member State law requires storage of that personal data.

19.5.10 Make available to Enterprise Ireland all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by Enterprise Ireland or another auditor mandated by Enterprise Ireland.

19.5.11 Immediately inform Enterprise Ireland if, in Seller's opinion, an instruction of Enterprise Ireland infringes Data Protection Law.

APPENDIX 3 – DATA PROCESSING AGREEMENT

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

Tenderers should familiarise themselves with the entire agreement and its obligations. In particular Annex I (Technical and organisational measures/Data Processing Annex) must be filled out and completed as part of the tender response.

Tenderers may be asked to provide documentary evidence of policies and procedures prior to contract finalisation.

Any software solutions used in delivering the service must be licensed, secure & GDPR compliant



ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on **[insert date]**

BETWEEN:

(1) **ENTERPRISE IRELAND** with Principal Office at The Plaza, Eastpoint Business Park, Dublin 3 (**EI**); and

(2) [·] (**the Supplier**).
(each a **Party** and together the **Parties**).

BACKGROUND:

(A) The Supplier is [insert description of the Supplier's business activities].

(B) [The Supplier is providing the Services to EI [pursuant to an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**) [3]].

(C) In the course of providing the Services to EI pursuant to [this Agreement/ the Services Agreement], the Supplier will process Personal Data on behalf of EI. The Supplier agrees to comply with the following provisions with respect to any Personal Data processed on behalf of EI.

AGREED TERMS:

1 **DEFINITIONS AND INTERPRETATION**

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

Commencement Date means [·];

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

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

or which ought reasonably be considered to be confidential, or other matters connected with the Services;

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

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

Data Processing Annex means Annex 1 to this Agreement; ;

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

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

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

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

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

contractors and agents of the contractors (including Subcontractors) of that Party and the members of its Group;

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

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

2 **DATA CONTROLLER AND DATA PROCESSOR**

2.1 In order to provide the Services to EI, the Supplier will require certain Personal Data to be made available to it by EI.

2.2 The Parties acknowledge that for the purposes of Data Protection Law, EI is a Data Controller (the **Controller**) under [this Agreement/ the Services Agreement].

2.3 The Supplier is a Data Processor (the **Processor**) in respect of the Personal Data processed under [this Agreement/ the Services Agreement] on behalf of the Controller. All right, title and interest in the Personal Data shall vest solely in the Controller and the Processor shall not acquire any rights in the Personal Data, except as may be set out in this Agreement [or the Services Agreement].

2.4 The rights and obligations of each party in connection with data processing activities are set out in clause 3 below.

3 **DATA PROTECTION OBLIGATIONS**

Obligations of the Controller

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

Obligations of the Processor

3.2 **Instructions**: The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, [the Services Agreement] and any other written instructions of the Controller,

including those set out in the **Data Processing Annex,** unless required to do so by Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3.3 **Disclosure to Third Parties**: The Processor shall not disclose the Controller Data to any third party without the prior written approval of the Controller.

3.4 **Data Transfers**: The Processor shall not transfer any of the Personal Data or other information relating to customers of the Controller to a country outside of the European Economic Area without the correct transfer mechanisms and in accordance with any terms the Controller may impose on such transfer.

3.5 **Data Subject Rights**: The Processor agrees to assist the Controller in responding to requests by Data Subjects exercising their rights under Data Protection Law, within such timescales as may be specified by the Controller.

3.6 **Assistance**: The Processor shall assist the Controller within timescales that allow the Controller to comply with its obligations pursuant to:

3.6.1 Article 32 of the GDPR (Security);

3.6.2 Articles 33 and 34 of the GDPR (Data Breach Notification);

3.6.3 Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and

3.6.4 Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement [or the Services Agreement]).

3.7 **Breach Notification**: The Processor will notify the Controller within twenty-four (24) hours of the Processor becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Processor shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Controller.

3.8 **Restoration**: In the event that any of the Controller Data is corrupted or lost or sufficiently degraded as a result of the any negligence or default by the Processor or its Personnel so as to be unusable then, the Controller shall have the option to:

3.8.1 require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do

so as soon as possible; or

3.8.2 itself restore or procure the restoration of the Controller Data and require the Processor to reimburse the Controller for any costs incurred in so doing.

3.9 **Confidentiality**: The Processor will ensure that its Personnel who Process Personal Data under this Agreement [and the Services Agreement] are subject to obligations of confidentiality in relation to such Personal Data.

3.10 **Security**: The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate:

3.10.1 the pseudonymisation and encryption of Personal Data;

3.10.2 the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data and the Services;

3.10.3 the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and

3.10.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3.11 The Processor shall notify the Controller of any material changes to the technical and organisational measures used by the Processor throughout the Term.

3.12 **Sub-Processing**: The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller.

3.13 If the Processor engages any third party to Process any of the Controller's Personal Data, the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.

3.14 The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor and the limitations on liability agreed in clause.

3.15 **Demonstrating Compliance**: The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by EI or another auditor mandated by EI.

3.16 **Infringement**: The Processor will immediately inform the Controller if, in its opinion, an instruction given or request made pursuant to this Agreement [or the Services Agreement] infringes Data Protection Law.

3.17 **Termination/Expiry**: On termination or expiry of [this Agreement/ the Services Agreement] (or at any other time on request by the Controller), the Processor shall return or permanently erase, at the election of EI, all copies of Personal Data received and/or processed by it under [this Agreement/ the Services Agreement] unless European Union or Member State law requires retention of the Personal Data.

3.18 The provisions of this clause shall survive the Term until the Processor has returned or destroyed all Personal Data.

Processor Indemnity

3.19 The Processor agrees to indemnify the Controller against any and all losses, costs, expenses (including legal expenses), damages, liabilities, demands, claims, fines, actions or proceedings which the Controller may suffer or incur arising out of any breach of this Agreement whether or not such losses were foreseeable at the time of the breach which occasioned them.

4 **TERM AND TERMINATION**

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

5 **GENERAL**

5.1 **Counterparts**: this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

5.2 **Governing Law**: The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.

5.3 **Severability**: If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected.

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

Signed for and on behalf of **Enterprise Ireland**	Signed for and on behalf of the **Supplier**
Signed _____	Signed _____
Duly authorised by **Enterprise Ireland**	Duly authorised by the **Supplier**
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

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

Data Flows and/or Record of Processing

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

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

DATA RECORD

Complete the following Data Record

Customer:		**Supplier:**
Customer Contact Name:		**Supplier Contact Name:**
Nature and purpose of the processing carried out by Supplier:	**[Insert a description of the purpose of processing]**	
Duration of Processing:	**[Insert agreed requirements around retention and deletion of the Personal Data]**	
Description of data subject:	**[Insert description of data subject, ie. Employees, members of the public etc.]**	
Personal Data processed as part of the Services:	**Delete data sets which are not applicable and/or add further data sets which are not included in the table.**	

Identification Data	includes name, date of birth, driver's license and passport information.
Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)
Communication Data	includes phone calls, email correspondence and hard copy correspondence.
Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.
Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information
Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
Financial Data	includes payment related information or bank account details and financial data, pension data.
Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.
Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or

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		data relating to health [include relevant headings as appropriate]

Authorised Sub-Processors and transfers: e.g. webservices, email platforms, customer support, other vendors or software/platforms etc.	**Sub-Processor**	**Services**	**Location**	**Transfer mechanism (if applicable)**
	Microsoft Corporation (Example)	*Email delivery, Azure services*	*EU and US (support)*	*Standard Contractual Clauses*
				Standard Contractual Clauses/ Binding Corporate Rules?
				Standard Contractual Clauses/ Binding Corporate Rules?
				Standard Contractual Clauses /Binding Corporate Rules?
				Standard Contractual Clauses/ Binding Corporate Rules?
Supplier TOMs:	**Technical and Organisational Measures (TOMS) Declaration Below**			

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	

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Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	
Please indicate if you have any relevant certifications e.g ISO27001/ ISO27701/27017/27018 etc, or if you have undergone any other independent audit of your information security controls, such as SOC2 If yes, please include a copy of the certificate or a link to an online version of the certificate as part of this response, clearly showing the scope of the certification and the certification body. Please also include the Statement of Applicability.	
Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	

Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

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

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	
Termination of Employment	Access to systems processing personal data on behalf of Enterprise Ireland is revoked immediately on termination of employment.	
Supplier/Partner Management	Supplier incorporates data protection measures into sub-processor activities by: • Implementing Data Processing Agreements (DPAs) that are compliant with Art 28 of the GDPR. • Where relevant, sub-processors are assessed on an ongoing basis to ensure the establishment of adequate safeguards for processing personal data • Specifically, processors are assessed/selected for security of processing and physical storage (location) of personal data. All sub-processing must be carried out under contract. Sub-processor contracts are assessed to ensure adequate safeguards are in place.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Transferring personal data outside the European Economic Area (EEA)	Where applicable, Supplier has taken measures to meet GDPR requirements for international data transfer of personal data processed.	
Data Security Risk Management	Supplier undertakes an analysis of the risks presented by data processing activities and uses this to ensure the appropriate level of security is put in place.	
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	
Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure: • only authorised personnel use their computer system • that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken • any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer • staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. • computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	
Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise	

Enterprise Ireland

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	
Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	

Enterprise Ireland

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to ensure confidentiality, integrity and availability for the personal data that is processed. Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	• minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation. Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, including data loss or destruction for example by ransomware	
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role.	

Enterprise Ireland

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	
Malware controls	Malware controls must be in place on all information systems processing EI data that: (i) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs ("Malicious Code Software"), (ii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and implementing the most currently available malicious code signatures.	

Enterprise Ireland

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Intrusion detection and response policies, standards and procedures	Supplier must maintain policies, standards and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Security Breaches, and encouraging reporting actual or reasonably suspected Security Breaches, including; (i) training Supplier's personnel with access to Information to recognize actual or potential Security Breaches and to escalate and notify the senior management of the foregoing, (ii) mandatory post-incident review of events and actions taken concerning security of Information, and (iii) policies and standards concerning reporting to Regulators and law enforcement agencies.	
Secure disposal	Supplier has policies and procedures in place to ensure the secure disposal of equipment that may contain Enterprise Ireland data.	
Log management	Events, alerts and log information is reviewed on a timely basis to identify potential security incidents. Supplier retains relevant logs in a tamper proof system that supports threat identification and post-incident investigation.	
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	are in place to maintain and monitor data and user segregation	
Secure software development	Supplier must have established rules for the secure development of software and systems, incorporating at least the OWASP secure coding practices and security principles. A secure software development policy and lifecycle must be in place so that 1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development. Systems and apps must be independently penetration tested against at least the OWASP Top 10 Web Application Security Risks before release.	
PCI DSS **Applies only to Managed/Cloud based Services processing payment card data.*	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have the relevant Attestation of Compliance (AoC) or Report on Compliance (RoC) documentation.	
Cookies & other Tracking Technologies	Supplier's platform must be compliant with ePrivacy Regulations & the GDPR as set out by the Data Protection Commissioners guidance on Cookies & Other tracking	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	technologies i.e., only strictly necessary cookies are dropped without consent, all other cookies require consent.	

Any additional details relevant to the above requirements:

Enterprise Ireland