

Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána

12th of November 2026

T.039/2026

Tender procedure: Open procedure

Tender Deadline 15:00 hrs. on Wednesday the 16th of December 2026

Contents

Part 1: Introduction

Part 2: Instructions to Tenderers

Part 3: Selection and Award Criteria

Appendix 1: Requirements and Specifications

Appendix 2: Pricing Schedule

Appendix 3: Tenderer's Statement

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Appendix 5: Services Contract

Appendix 6: Confidentiality Agreement

Part 1: Introduction

1.1 **The Commissioner of An Garda Síochána** (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1 to this RFT (the "Services").

1.2 In summary, the Services comprise the Provision of Behavioural Leadership Training for Sergeants, Executive Officers, Inspectors, Higher Executive Officers, Superintendents and Assistant Principals of An Garda Síochána.

1.3 This public procurement competition will be divided into five (5) lots (each a "Lot") as described below. Each Lot will result in a separate contract.

Lot 1 - Behavioural Leadership Training for Sergeants
Lot 2 - Behavioural Leadership Training for Executive Officers
Lot 3 - Behavioural Leadership Training for Inspectors
Lot 4 - Behavioural Leadership Training for Higher Executive Officers
Lot 5 - Behavioural Leadership Training for Superintendents & Assistant Principals

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of three (3) years ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to one (1) year with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contracts may amount to some **€300,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

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

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

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

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

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

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:

(i) the information contained in it continues to be correct; and,

(ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

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

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

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

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

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

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

2.3 SERVICES CONTRACT

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

2.3.2. Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 RESPONSE SUBMISSION REQUIREMENTS

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

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After the "Submit" button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re- submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2. Tenders must be received not later than **15:00 hrs. on Wednesday the 16th of December 2026** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3. Tenders must be submitted in English.

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

2.6.5. All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel or PDF Format. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.

Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word count limits specified within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional words in excess of the maximum word limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender Response Document (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

2.6.6. Tenderers must submit a separate response for each Lot Tendered. Tenderers must complete and upload a Tender Response Document and Pricing Schedule for each Lot Tendered. Tenderers should upload a blank word document titled No Bid for any lot that they are not Tendering for.

2.7 QUERIES AND CLARIFICATIONS

2.7.1. All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. on Monday the 7th of December 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

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

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

2.7.4. The Contracting Authority reserves the right at any time before the Tender Deadline, to update or

amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

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

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

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

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

2.10 PRICING

2.10.1. All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.10.2. All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3. Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 commencing from the Tender Deadline.

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

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

2.10.6. Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by

which the Harmonised Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

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

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

2.16.1. Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VIST

2.20.1 Not *Used*

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year

**The Employers Liability and Public Liability policies should include an indemnity to principal's clause under which the Client shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Services and for which the*

Successful Tenderer is legally liable. Confirmation will be required prior to contract award.

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

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

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request.

(c) produce valid certificates of insurance upon request.

2.22 VETTING AND SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form (NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed.

(a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.

(b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.

(c) The Commissioner reserves the right to refuse entry by any person in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

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

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below [Delete if not applicable: in respect of each Lot tendered for] and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Annual Turnover Requirement

Tenderers are required to demonstrate that they have a minimum average annual turnover of **€120,000** (excl. VAT) in each of the last three financial years or the most recent years of service, if in operation for fewer than three.

Rule: Pass/ Fail

Failure to demonstrate that this minimum average annual turnover requirement is satisfied will result in the Tenderer being awarded a fail.

Tenderers must provide details in the Tender Response Document of turnover for their organisation in respect of the past 3 financial years or if the date of establishment of their organisation is more recent.

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

3.2.B Technical and Professional Ability

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

Tenderers must demonstrate that they have an established capacity to provide the level of expertise and experience required for the provision of Management and Supervisory Development Training services of the quality and standard required by the Contracting Authority.

To do this, Tenderers must include with their Tender:

(i) CLIENT REFERENCES / EXAMPLES OF SIMILAR CONTRACTS

(a) Examples of Similar Contracts.

Using the template provided in the Tender Response Document, Tenderers must demonstrate that they have successfully delivered services of a comparable scale and complexity relevant to each Lot being tendered for.

Evidence must be provided of the successful delivery of three (3) such contracts, per Lot, within the previous five (5) years.

Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the Services sought within Appendix 1 of this RFT.

Templates are provided for three (3) previous contracts i.e. Contract 1, Contract 2 and Contract 3. This template must be completed for EACH LOT being tendered for.

For the avoidance of doubt, where a Tenderer is submitting a tender response to Lot 1 only the Tenderer must complete three (3) previous experience contracts for Lot 1. Where a Tenderer is submitting a response for four Lots, the Tenderer must submit twelve (12) previous experience contracts, three (3) for each Lot.

Tenderers must ensure to clearly indicate which Lot each of the projects relates to.

Rule: Pass/Fail

Failure to demonstrate to the Contracting Authority's satisfaction the successful delivery of **3 (three)** comparable contracts within the time-frame specified will result in the Tenderer being awarded a **fail**.

(b) Client References:

Tenderers must include contact details of 3 (three) clients that may be contacted on a confidential basis. Details are required in order for the Contracting Authority to verify the information provided.

Rule: Pass/Fail

Failure to submit Client Reference details to the Contracting Authority's satisfaction will result in the Tenderer being awarded a fail.

The Contracting Authority reserves the right to contact the referees without prior notice to Tenderers in order to check references.

Tenderers must ensure to clearly indicate which Lot each of the projects relates to.

Failure to demonstrate to the Contracting Authority's satisfaction the possession of a sufficient level of experience within the time-frame specified will result in the Tenderer being awarded a **fail.**

(ii) HEALTH & SAFETY

Tenderers must be able to provide a copy of their organisation's Health and Safety Policy and Statement on request.

Using the template provided in the Tender Response Document, Tenderers must demonstrate that there is a procedure within the Company/College to ensure all staff have completed Health and Safety training and have access to on-going Health and Safety training.

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

3.3 AWARD CRITERIA

3.31 Only those Tenderers who have qualified in accordance with paragraph 3.1 and 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3.

3.3.2 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

	AWARD CRITERIA	MARKS FOR SUB-CRITERIA	MAXIMUM MARKS
1	**Course Cost for one year**		**250**
2	**Comprehensiveness of the proposed approach to meeting the Tender Specification**		**400** *(Minimum mark Required is 240)*
2.1	• Course content (incl. activities, self-assessments, case studies and scenarios/exercises to be used)	200	
2.2	• Manuals, handouts or other course materials (incl. exemplar slide deck, sample workbook and proposed re-usable environmentally friendly wipe clean materials) video clips etc.	100	
2.3	• Methodology (to be developed from Programme Objectives & Learning Outcomes)	50	
2.4	• Learning objectives	50	
3	**Transfer of Learning**		**50** *(Minimum mark Required is 30)*
3.1	• Details of proposals to support and capture the transfer of learning, taking into account the operational responsibilities of participants	50	
4	**Teaching Staff**		**150** *(Minimum mark Required is 90)*
4.1	• Curriculum Vitae of the staff delivering the training is to be provided	150	
5	**Quality Assurance** *Please see Appendix 1 – Requirements and Specification Section for the requirements under this criterion* Tenderers are requested to provide a description of the Tenderer's measures for ensuring a quality service, which would be relevant to the proposed contract. Tenderers must describe their approach to the project, including quality assurance and governance taking into account the following points -		**100** *(Minimum mark Required is 60)*
5.1	• Ensuring quality assurance specific to this contract including pre and post evaluation	50	

	AWARD CRITERIA	MARKS FOR SUB-CRITERIA	MAXIMUM MARKS
5.2	• Risk management in place. A draft risk register should be included	50	
6	**Environmental Impact and Sustainability**	50	**50** ***()Minimum mark Required is 30)***
	OVERALL TOTAL		**1,000**

3.3.3 Scoring Scheme:

Each sub-criterion identified in the table above other than Value will be marked using the scoring guidance in Table 3 below.

The response to each sub-criterion will be given a score 1-7 and weighted back to the mark of each sub-criterion.

Tenderers that have not achieved the required Minimum Marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score (as per the formula set out at 3.3.4) of the Tenderers that have achieved the Minimum Marks.

Table 3. Rating and score categories

BAND	SCORE RANGE	MEANING
7	**90 – 100%**	**Excellent response that exceeds the requirements set out in the RFT:** the response provides great clarity and gives a comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
6	**80-89%**	**A very good response that fully meets all the requirements set out in RFT:** the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard
5	**70-79%**	**A good response with very few minor weaknesses:** The response demonstrates a good understanding of the requirements set out in the RFT and gives sufficient detail and assurance that the Tenderer will deliver the requirements to a good standard.
4	**60-69%**	**A satisfactory response with a number of weakness and demonstrates a reasonable understanding of the requirement of the RFT:** The response provides reasonable understanding in relation to the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater specific detail and clarity in relation to the requirements, to give the evaluation team an assurance that the tender could deliver to a higher standard under the terms of

BAND	SCORE RANGE	MEANING
		the proposed contract
3	**30-59%**	**A response with reservations:** The response does not provide sufficient convincing detail and **there is a risk** that the tenderer would not meet the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater detail and clarity in relation to the requirements set out in the RFT to give the evaluation team an assurance there is not a risk of non-delivery under the terms of the proposed contract
2	**0-29%**	**A response where serious reservations exist:** Lacks full credibility/convincing detail, and there is a **significant risk** that the contract will be unsuccessful. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility
1	**0%**	Response completely fails to address the criterion under consideration

3.3.4 In evaluating the proposed cost element, the Contracting Authority will apply the following formula to calculate the marks awarded for this section,

$$\text{Pricing Score} = \frac{\text{Lowest Proposed Cost}}{\text{Proposed Cost Under Consideration}} \times \text{Maximum Marks Available 250 Marks}$$

Where a Tenderer has not submitted a compliant response to the proposed cost element of the Award Criteria, it will be eliminated from the Competition. Examples of non-compliant responses include Tenderers failing to complete the Pricing Schedule at Appendix 2 in accordance with the requirements set out therein.

3.3.5 Total Scores

1. The marks awarded for proposed cost will be added to the marks awarded for overall technical quality for each Tenderer who has achieved or exceeded the minimum marks required for overall technical quality to establish the Total Score for each qualified Tender.
2. The Tenderer with the highest Total Tender Score may be recommended to enter into a contract with the Contracting Authority to provide the requirement outlined in this Invitation to Tender. This tender document does not represent a commitment to enter into any contract. The Contracting Authority does not bind itself to accept the lowest or any Tender and will not pay any compensation

whatsoever in connection therewith. It reserves the right to reject in whole or in part any or all Tenders received.

3.3.6 Tie Break

In the event that there are two or more Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer), the following tie-break rules will be adopted.

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

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

Order of Tie Break Evaluation Award Criteria:

1. *Comprehensiveness of the proposed approach to meeting the Tender Specification*
2. *Documentation*
3. *Quality Assurance*
4. *Transfer of Learning*

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

3.3.7 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

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

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than [insert number] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest- ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

The Qualification and Award Criteria are set out at Part 3 of this RFT.

In response to this tender, Tenderers must complete the Tender Response Document only, available for download on www.etenders.gov.ie using the response boxes provided. Any information not set out in the Tender Response Document in the relevant response section under each award criterion will not be evaluated

1. Introduction and Background

An Garda Síochána is committed to strengthening leadership capability at all levels of the organisation and to supporting the development of a modern, ethical, professional and resilient policing service. As a national security, policing and community safety organisation operating in a dynamic and increasingly complex environment, it is essential that all personnel—sworn and non-sworn—are equipped with the skills, behaviours and competencies required to lead effectively, manage teams, and deliver high-quality policing and organisational services.

An Garda Síochána recognises the importance of life-long learning and invests in continuous professional development to ensure that supervisors, managers and senior leaders can perform confidently, ethically and competently throughout their careers. Leadership development is an essential component of organisational reform, cultural renewal, and the implementation of the Policing, Security & Community Safety Act 2024. It underpins the delivery of the Garda Strategy, the Operating Model, the National Policing Plan, and the wider public service modernisation agenda.

To support this, the Leadership & Management Development (LMD) Section, Garda College, delivers structured development pathways that reflect the needs of the organisation at each leadership level. These programmes blend operational experience, behavioural insight, ethical principles, public service values and evidence-based leadership practices.

This Request for Tender (RFT) seeks to appoint providers to deliver Leadership, Management and Supervisory Development training across **Five Lots**, each aligned to the responsibilities and leadership competencies of:

- **Lot 1 – Sergeants**
- **Lot 2 – Executive Officers (EOs)**
- **Lot 3 – Inspectors**

- **Lot 4 – Higher Executive Officers (HEOs)**
- **Lot 5 – Senior Leaders – Superintendents and Assistant Principals**

Lots 1–4 are intended to provide structured supervisory and mid-level management development that strengthens the ability of front-line and operational leaders, both Garda Members and Garda Staff, to manage teams, support organisational functions, and ensure the effective delivery of policing and corporate services.

Lot 5 is intended to provide a **Behavioural Leadership Module** for senior leaders, focusing on ethical decision-making, behavioural influence, emotional intelligence, strategic leadership, organisational culture, and resilience under pressure. This module reflects the heightened responsibilities and strategic expectations placed upon senior Garda officers and Senior Public Service leaders who operate in complex, high-consequence environments.

Across all Lots, programmes must be:

- aligned with An Garda Síochána competency frameworks and Civil Service leadership standards.
- reflective of the organisation's Code of Ethics and values
- informed by modern leadership research and behavioural science.
- grounded in experiential, scenario-based and reflective learning.
- responsive to the operational realities and cultural context of AGS

The aim of this tender is to ensure a consistent, high-quality, accredited and professionally delivered leadership pathway that enhances capability, builds leadership confidence, supports organisational performance, and contributes to the delivery of an effective, trusted and community-focused policing service.

LOT 1-5 - COMPARISON TABLE

Lot	Rank/Grade	Focus	Leadership Level	Type of Development
Lot 1	**Sergeants**	Frontline supervision, people management	Supervisory	Practical, foundational
Lot 2	**Executive Officers**	Supervising admin/support teams	Supervisory	Practical, administrative leadership
Lot 3	**Inspectors**	Operational leadership, coordination	Mid-level	Operational & Organisational leadership
Lot 4	**Higher Executive Officers**	Managing corporate/business functions	Mid-level	Organisational & functional leadership
Lot 5	**Superintendents Assistant Principal**	Behavioural, strategic, ethical leadership	Senior Management	Behavioural science, culture, strategic influence

LOT 1 – MANAGEMENT & SUPERVISORY DEVELOPMENT TRAINING FOR SERGEANTS

The Role of a Sergeant

Sergeants are first-line supervisors responsible for the effective delivery of policing activities within a unit or team. They ensure operational plans, procedures and organisational directives are implemented to a high standard, while maintaining oversight of daily policing work, staff performance and service delivery. Sergeants act as the critical link between front-line Gardaí and senior operational leadership.

Programme Requirements

The Management & Supervisory Development Training for Sergeants is a **three-day programme (Module 2)** delivered within the first 6–9 months of promotion, forming part of an 18-month development journey that includes an Introductory Seminar, Module 1, and Module 3.

The programme must strengthen supervisory capability, people management skills, and behavioural awareness to support newly promoted Sergeants in managing teams effectively in a complex and evolving organisation.

Programme Objective

To improve team-based supervisory competencies, with a focus on leadership behaviours, communication, performance management and frontline team coordination**.**

Suggested Topics for Inclusion

Topics should reflect the supervisory nature of the role and the transition into formal leadership. Suggested areas include:

- Leadership Skills for New Supervisors
- Managing Performance & Accountability
- Motivating and Supporting Teams
- Conflict Resolution and Difficult Conversations
- Planning, Tasking & Prioritisation
- Time Management & Organisational Skills
- Emotional Intelligence Foundations
- Delegation and Workload Management
- Providing Feedback and Developmental Conversations
- Coaching and Mentoring as Supervisory Tools

Learning Outcomes

At the end of the programme, Sergeants will:

- Understand the supervisory competencies required of the rank in a modern policing environment.

- Have examined their behavioural style and understood how it influences others.
- Identify strengths and development areas and commit to a personal development path.
- Demonstrate an understanding of leadership expectations within An Garda Síochána.
- Lead their teams effectively to deliver high-quality policing services and support organisational priorities.
- Apply leadership tools to manage relationships, staff performance, and their own workload.
- Understand the importance of emotional intelligence in frontline leadership and know how to build it.
- Apply key supervisory and management skills in their role, including conflict resolution, communication and delegation.

LOT 2 – MANAGEMENT & SUPERVISORY DEVELOPMENT TRAINING FOR EXECUTIVE OFFICERS

The Role of an Executive Officer

Executive Officers are frontline supervisors within Garda Staff who oversee administrative, operational support, and corporate service teams. They are responsible for managing Garda staff performance, coordinating workflows, ensuring high-quality service delivery, and supporting key organisational functions across An Garda Síochána. EOs play an essential bridging role between clerical/operational teams and senior management.

Programme Requirements

The Management & Supervisory Development Programme for Executive Officers is a **three-day training module** designed to equip newly appointed or newly promoted EOs with the leadership, management and interpersonal skills required to supervise teams in a complex policing and public service environment.

The programme must address:

- leading and motivating diverse administrative or teams
- managing performance, attendance and workload allocation
- communication, conflict management and professional conduct
- supporting organisational governance and regulatory compliance
- strengthening self-awareness, emotional intelligence and supervisory confidence

Programme Objective

To strengthen supervisory skills, improve leadership capability, and enhance the ability of Executive Officers to lead people, manage workloads, and deliver organisational performance within Garda Staff functions.

Suggested Topics for Inclusion

- Foundations of Public Service Leadership
- Managing Performance & Accountability
- Conflict Management & Difficult Conversations
- Motivation & Engagement in Support Functions
- Communication Skills & Professional Influence
- Planning, Prioritisation & Time Management
- Emotional Intelligence for Supervisors
- Delegation, Workload Distribution & Follow-through
- Delivering High-Quality Operational Support Services
- Coaching and Mentoring Fundamentals

Learning Outcomes

By the end of the training, Executive Officers will be able to:

- Understand the leadership expectations of the EO role within AGS.
- Demonstrate increased self-awareness of their leadership and communication style.
- Manage team performance effectively using clear structures, feedback and expectations.
- Communicate with confidence and professionalism across operational and corporate environments.
- Address conflict and staff challenges in a constructive and fair manner.
- Manage workflows, prioritise tasks and organise team activity effectively.
- Apply emotional intelligence and behavioural awareness to support team wellbeing and productivity.
- Contribute to high-quality service delivery by leading teams with confidence, clarity and accountability.

LOT 3 – MANAGEMENT & SUPERVISORY DEVELOPMENT TRAINING FOR INSPECTORS

The Role of an Inspector

Inspectors are mid-level operational leaders responsible for coordinating and supervising policing services across units and functional areas. They ensure high-quality operational delivery, manage resources, oversee investigations and risk, and act as a key link between strategic direction set by Superintendents and the front-line implementation carried out by Sergeants and Gardaí. Inspectors also provide an essential quality assurance and governance function, ensuring compliance, consistency and accountability at operational level.

Programme Requirements

The Leadership, Management & Supervisory Development Training for Inspectors is a **three-day programme** designed to strengthen the leadership, behavioural and management capabilities required for effective operational leadership within An Garda Síochána.

This programme must be tailored to the Inspector rank, acknowledging their responsibilities for:

- coordinating multiple units
- managing complex operational workloads
- supervising Inspectors, Sergeants, and civilian staff
- ensuring governance and performance standards
- leading change and supporting divisional priorities
- navigating complex, dynamic, and occasionally high-pressure environments

Programme Objective

To strengthen the leadership, decision-making, performance management and behavioural capabilities required to lead people, operations and organisational functions effectively at Inspector level.

Suggested Topics for Inclusion

Topics should reflect the operational complexity and leadership responsibility associated with the Inspector rank. Suggested areas include:

- Authentic & Ethical Leadership
- Emotional Intelligence for Operational Leaders
- Coaching & Mentoring as Leadership Tools
- Leading in Dynamic & High-Pressure Environments
- Managing Conflict & Complex Personnel Issues
- Operational Planning & Prioritisation

- Managing Upwards, Sideways & Across Teams
- Communication, Influence & Negotiation
- Delegation, Time Management & Resource Oversight
- Performance & Accountability Leadership

Learning Outcomes

By the end of the module, Inspectors will:

- Understand and apply principles of authentic, ethical and values-based leadership.
- Have examined their own behavioural strengths, blind spots and leadership impact.
- Understand the competencies required of Inspectors in a modern policing organisation.
- Strengthen their ability to lead teams, manage performance and address complex personnel issues.
- Be able to apply emotional intelligence tools and behavioural insight in supervising and supporting others.
- Use coaching and mentoring techniques to develop their teams and support succession planning.
- Navigate leadership in dynamic and unpredictable operational environments.
- Communicate effectively upwards and across the organisation's structure.
- Apply strong delegation, prioritisation and conflict management skills to achieve organisational objectives.

LOT 4 – MANAGEMENT & SUPERVISORY DEVELOPMENT TRAINING FOR HIGHER EXECUTIVE OFFICERS

The Role of a Higher Executive Officer (HEO)

Higher Executive Officers are mid-level managers within Garda Staff who lead teams, manage business functions, and oversee the delivery of organisational processes that support effective policing and corporate operations. HEOs operate at a level that requires sound judgement, strong people management capability, and the ability to manage competing priorities while supporting senior management and organisational objectives.

They play a critical role in translating strategic direction into operational delivery, ensuring governance, quality assurance, and performance standards are maintained across their areas of responsibility.

Programme Objective

To strengthen leadership, people management and operational management capability at Higher Executive Officer level, enabling participants to lead teams effectively, manage performance, and support organisational delivery within An Garda Síochána**.**

Suggested Topics for Inclusion

Training content should reflect the organisational and leadership responsibilities of HEOs and may include:

- Leadership in the Public Service Context
- Emotional Intelligence and Self-Leadership
- Managing Performance, Accountability and Attendance
- Communication, Influence and Stakeholder Engagement
- Managing Upwards and Supporting Senior Management
- Conflict Management and Difficult Conversations
- Planning, Prioritisation and Workload Management
- Delegation, Oversight and Quality Assurance
- Coaching and Mentoring as Management Tools
- Leading Teams in a Policing and Corporate Environment

Learning Outcomes

By the end of the programme, Higher Executive Officers will:

- Understand the leadership and management expectations associated with the HEO role.
- Demonstrate increased self-awareness of their leadership style and behavioural impact.

- Manage team performance effectively through clear communication, accountability and support.
- Apply emotional intelligence to improve relationships, manage conflict and support team wellbeing.
- Lead teams confidently in a dynamic organisational environment.
- Communicate effectively upwards, across functions and with stakeholders.
- Apply effective delegation, prioritisation and workload management techniques.
- Support organisational objectives through consistent, professional and ethical leadership behaviour.

LOT 5 – Behavioural Leadership Module Superintendents and Assistant Principals

The Role of Superintendents and Assistant Principals

Overview

The Behavioural Leadership Module will be delivered to both **Superintendents and Assistant Principals** as part of the one cohort**. Superintendents and Assistant Principals** each plays a critical role in the leadership, governance, and operational direction of An Garda Síochána.

Superintendents are responsible for leading District-level operations within the Divisional Operating Model. They oversee policing performance, manage multi-disciplinary teams, provide operational command, ensure compliance with organisational standards, engage with communities, and implement strategic priorities locally. Their decisions directly influence culture, team climate, operational outcomes, and public trust.

Assistant Principals (APs) are senior civil service managers who lead specialised teams and business functions across AGS, including HR, ICT, Finance, Legal Services, procurement, strategy, data, and organisational support. They ensure organisational systems, processes and governance frameworks support effective policing. APs provide operational expertise, manage cross-functional projects, and contribute significantly to organisational performance and reform**.**

Programme Objective

By the end of this module, participants will be able to:

- Understand how senior leadership behaviour shapes culture, performance and organisational climate.
- Recognise personal behavioural drivers, blind spots and stress reactions using evidence-based diagnostics (EI/360/behavioural tools).

- Apply behavioural science to decision-making, judgement and complex operational or organisational scenarios.
- Influence high-performing, resilient teams through trust-building, psychological safety and behaviour-based leadership.
- Navigate conflict, difficult interpersonal dynamics and high-stakes communication at senior level.
- Demonstrate ethical and values-driven leadership aligned with AGS and Public Service standards.
- Create a culture of accountability, performance and wellbeing.
- Develop a personal behavioural leadership plan to embed sustained performance.

Suggested Topics for Inclusion

- Behavioural Intelligence for Senior Leaders
- Emotional Regulation & Leadership Under Pressure
- Ethical Leadership, Values Alignment & Policing Principles
- Cognitive Biases in Decision-Making
- Influence, Presence & Strategic Communication
- Leading Culture & Behavioural Standards
- Conflict Navigation at Senior Level
- Building Resilient, High-Performing Teams
- Psychological Safety and Trust
- Leading Through Complexity & Organisational Reform
- Behavioural Impact in Multi-Agency and Governance Contexts

Learning Outcomes

On completion of this module, participants will be able to:

- **Apply advanced behavioural leadership principles;** understand and articulate how senior-level behaviours, particularly under pressure, shape culture, influence organisational climate and impact service delivery.
- **Strengthen strategic self-awareness;** identify behavioural strengths, blind spots and stress triggers, and understand how these influence decision-making, communication and leadership presence.
- **Lead culture;** recognise how senior behaviour influences organisational norms, standards, expectations and team confidence.

- **Improve judgement and decision-making in complex, high-stakes environments;** Apply behavioural science principles to reduce bias, improve clarity, and strengthen decision-making under pressure.
- **Engage, influence and collaborate effectively; u**se behavioural intelligence to navigate relationships with internal teams, peers, external agency partners, cross-sectoral stakeholders at community, political and national level.
- **Manage conflict, tension and challenging dynamics;** use behavioural communication skills to address complex personnel issues, drive accountability, and resolve conflict without escalating risk or damaging relationships.
- **Lead ethically and visibly on values;** demonstrate leadership behaviours that reinforce ethics, human rights, fairness and transparency, internally and externally.
- **Shape a resilient, high-performing team environment;** diagnose and influence behavioural climate factors that affect performance, morale, trust and team resilience.
- **Develop a Behavioural Leadership Action Plan;** identify behavioural commitments and practical steps to enhance leadership effectiveness and influence across their area of responsibility.

2 What is required from the proposed Leadership, Management & Supervisory Development Training & Behavioural Leaders Training - Lot 1 to Lot 5

An Garda Síochána requires the delivery of high-quality, evidence-based Leadership, Management & Supervisory Development and Behavioural Leadership training programmes across **Five Lots**, each aligned with the competencies and leadership responsibilities of:

- **Lot 1 – Sergeants**
- **Lot 2 – Executive Officers**
- **Lot 3 – Inspectors**
- **Lot 4 – Higher Executive Officers**
- **Lot 5 – Senior Leaders (Superintendents, Assistant Principals,**

Training must be relevant, role-appropriate and grounded in modern leadership practice, ethical principles, behavioural insight, and AGS organisational values.

Training must be relevant, role-appropriate and grounded in modern leadership practice, ethical principles, behavioural insight, and An Garda Síochána ethical commitments. It must support the organisations' commitment to:

- Continuous professional development
- Leadership capability-building
- Organisational reform
- Ethical, accountable leadership

- Culture and behavioural standards
- Operating Model and enhanced governance

For **each Lot**, the successful Tenderer must participate in **a one-day preparatory workshop** with the Leadership & Management Development Section in the Garda College (or other location as specified) with personnel from the Leadership, Management Development Section, Garda College, date to be confirmed after tender awarded. Tenderers will be expected to work with the Leadership, Management Development Section Garda College to validate the proposed methodology and course content. If necessary, a second preparatory workshop can be arranged. The intention is to have the Development Programmes accredited, the material for this module will be reviewed by an external third party during the **accreditation process**.

The successful Tenderer must be capable of providing dedicated qualified staff with practical experience, and guaranteed replacements when necessary, in the requisite academic fields and subject matter.

The programme will be delivered in spoken and written English. Trainers will be competent and effective in disseminating at a technical level to native English speakers.

The successful Tenderer will provide a comprehensive evaluation report on completion of each programme module, support team-based learning, include practical tools for immediate real-world application, integrate AGS and public service competency frameworks, accommodate mixed groups of Garda members and Garda Staff where applicable and adopt reflective and experiential learning methods.

2(A) - ADDITIONAL DELIVERY REQUIREMENTS FOR LOT 5 – SENIOR LEADERS

The successful Tenderer for Lot 5 must additionally provide:

1. Behavioural Diagnostics

At least one behavioural assessment tool appropriate for senior leaders, such as, 360° Emotional Intelligence Assessment or Behavioural Leadership Profiling, or equivalent.

2. High-Level Scenario-Based Exercise that reflect, complex organisational challenges, multi-agency decision-making and culture, behaviour and organisational change issues.

4. Senior Leadership Coaching Elements

The module must include, reflective leadership planning, behavioural coaching principles, feedback and insight interpretation and a personal leadership development plan.

5. Integration with AGS Strategic Context - Leadership, Management Development Section, Garda College, to provide context to the successful Tender.

The successful Tenderer will demonstrate that it has the technical and other facilities to ensure it can provide an efficient and effective service to An Garda Síochána.

The planned date for commencement of the Management & Supervisory Development Training Programme is Q2 2026.

Tenderers should be aware that due to operational requirements of An Garda Síochána any proposed timetable shall be subject to change at short notice.

3 COURSE MATERIALS

The Tenderer/course provider must supply all teaching resources, access to digital and electronic resources, slides, templates, manuals, handouts, behavioural tools and worksheets. All materials must remain available to An Garda Síochána after delivery.

Materials for Lot 5 must also include, behavioural profiles, developmental guidance, self-reflection frameworks, senior leadership reading or reference materials.

4 COSTS

In determining the cost of the proposed course, interested parties should be aware that classrooms will be provided. However, all teaching aids, including course materials outlined above, laptops, projectors etc. must be provided by the Tenderer/course developers.

The appointed contractor will price for **co-facilitation** with Experienced Facilitators of the Leadership & Management Development Section. The contractor is required to price for one instructor per class of 20.

It is estimated that each course will have approximately 20 participants per course with 4 and 16 courses per year depending on the specific lot. (Please refer to Appendix 2). Please note these figures **are estimates and are subject to change**.

An all-inclusive cost must be provided for the course.

5 QUALITY ASSURANCE

Tenderers are requested to provide a description of the Tenderers measures for ensuring the quality of the course, and it's delivery, is maintained for the duration of proposed contract.

Course content must be presented to competent staff of An Garda Síochána prior to delivery of the course (during the preparatory workshop/shops). Following the presentation, any alterations deemed necessary must be made prior to commencement of the course. Competent staff of An Garda Síochána will attend some of the courses as observers.

Tenderers must set out how they propose to deal with any issues that may arise during the course.

Tenderers must describe their approach to project change and quality management and their approach to project governance and control taking into account the key performance indicators that will be used to monitor the running of the contract:

- Satisfactory provision of the proposed training;
- Efficiency/accuracy of invoicing or other relevant documentation;
- Timely and accurate production of reports to An Garda Síochána;
- Remedial action taken in the event of problems with service being provided.

A draft risk register specific to the proposed contract for the delivery of Management & Supervisory Development Training should form part of the Tender proposal.

Where use of formal quality standards is envisaged and/or where the Tenderer has obtained formal quality

assurance accreditation, details of same should be provided by reference to the appropriate standards.

All Leadership, Management & Supervisory Development Programmes delivered under this contract (Lots) will be subject to An Garda Síochána's governance and quality assurance arrangements.

Where programmes are **QQI-accredited**, or where accreditation is sought during the lifetime of the contract, the successful Tenderer must:

- comply fully with QQI quality assurance requirements and standards;
- cooperate with internal and external quality assurance reviews;
- participate in programme validation, monitoring and revalidation processes as required;
- make any amendments to programme content, assessment or delivery identified through the quality assurance or accreditation process.

An Garda Síochána reserves the right to subject all programme materials and delivery approaches to **internal and external quality assurance review**, including review by third-party accreditation or quality assurance bodies, for the duration of the contract.

Intellectual Property

All materials developed, adapted or delivered under this contract, including but not limited to:

- course content and curricula
- participant manuals and workbooks
- facilitator guides
- digital learning resources
- assessment tools and evaluation materials
- blended or online learning content

shall remain the **intellectual property of An Garda Síochána**.

The successful Tenderer must grant An Garda Síochána full, unrestricted and perpetual rights to use, adapt, reproduce, and deliver the materials for internal training and development purposes, including use by An Garda Síochána or third-party providers acting on behalf of An Garda Síochána.

5(A) Additional Quality Assurance Requirements - Lot 5

Lot 5 providers must also demonstrate expertise in behavioural science, emotional intelligence, behavioural insight, senior leadership behaviours, and cognitive bias and judgement.

Have experience working with senior leaders especially in policing, public service or high-risk environments. High ethical standards with a capability to facilitate sensitive conversations around, culture, behavior, wellbeing, organisational performance and leadership accountability.

Advanced evaluation requirements including pre- and post-assessment of behavioural change, analysis of EI/360 outcomes and integration into leadership development plans.

Appendix 2: Pricing Schedule

Tenderers shall complete and return the Pricing Schedule Workbook provided as Attachment 2 in the Tender Documents.

Please Note the Pricing Schedule should be uploaded separately to the Financial Envelope on the eTenders website.

Tenderers are required to provide a cost per course delivered for Garda Members and Staff in each Lot. The pricing schedule must be completed in full.

- All quotations must be presented in Euro (€).
- All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation, travel), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- Ensure that all sections and tables in this Appendix are fully completed.
- Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
- Prices to be listed in following format €xxx,xxx.xx

Programmes	No of Persons per Course	Year	Cost per Course	No of Courses Per Year	Total Cost per Year
Lot 1: **Sergeants dev. Programme**	**20**	**1 Year**	**€-**	**10**	**€-**
Lot 2: **EO Development Programme**	**20**	**1 Year**	**€-**	**16**	**€-**
Lot 3: **Inspector Dev. Programme**	**20**	**1 Year**	**€-**	**4**	**€-**
Lot 4: **HEO Dev. Programme**	**20**	**1 Year**	**€-**	**5**	**€-**
Lot 5: **Superintendent/ Assistant Principal Dev. Programme**	**20**	**1 Year**	**€-**	**4**	**€-**

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: The Commissioner of An Garda Síochána (the "Contracting Authority")

RE: Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled *"Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána"* published by the Commissioner of An Garda Síochána ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
    a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
    b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
    c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
    d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
    e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
    f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
    a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

b. has carried out the preparation of the Tender independently.

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

   a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

   b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

   c. is not guilty of grave professional misconduct.

   d. has not entered into agreements with other economic operators aimed at distorting competition.

   e. is not aware of any conflict of interest due to its participation in the Competition;

   f. has not had any prior involvement in the preparation of the Competition;

   g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

   h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

   i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

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

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of

entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

_____

Signature of Declarant

Declared before me by _____who is personally known to me

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

at _____ this _____day of _____20___

_____

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 2026 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7, ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor") (each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled *"Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána"* advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number of 2026 dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
   (i) This Agreement and Schedules A to E attached hereto;
   (ii) The RFT;
   (iii) The Submission.
2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address]
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on the third (3rd) anniversary of the effective date, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully

extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of two (2) such extensions permitted subject to its obligations at law.

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

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

I. I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

- **i.** not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
- **ii.** for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
- **iii.** to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
- **iv.** to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to

compliance with this clause 4A.9; and

9. the Client shall be under no obligation to purchase any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

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

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

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

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 percent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

100% of the Charges in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 percent of the Charges in dispute. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons

for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

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

6. INTELLECTUAL PROPERTY

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

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright

produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

(i) procure the necessary rights for the Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to

any third party except to:-

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any

consequential damage suffered as a result of such obligations.

E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 28 calendar days either Party may terminate at 14 days' notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving

six (6) months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

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

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

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

i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;

ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

E. If requested by the Client, the Contractor shall promptly furnish such anonymized information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

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

3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.

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

11. DISPUTES

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

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

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

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

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

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted

Assignment not complied with in the manner prescribed herein shall be null and void.

B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

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

22. EQUIPMENT

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

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

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

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the

rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

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

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

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

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

"Data Subject Access Request" means a request made by a Data Subject in accordance with

rights granted under the Data Protection Laws to access his or her Personal Data;

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

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

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

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

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

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

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

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to

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

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

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

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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

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

26. ADDITIONAL CONDITION(S)

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

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

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2026 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7, (hereinafter "the Contracting Authority") of the one part;

and

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

WHEREAS

A. By Request for Tenders dated [insert date] entitled *"Request for Tenders dated for the provision of Behavioural Leadership Training for An Garda Síochána"* (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Services described in Appendix 1 to the RFT (the "Services") ("the Competition").The Contractor submitted a response to the RFT dated the [insert date of Tender]. The Contractor has been identified as the preferred bidder in the Competition.

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:

2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio- recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

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

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

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

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

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

i. to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii. to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

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

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

(i) in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

(ii) which is or becomes public knowledge other than by breach of this clause; or

(iii) is independently developed by the Contractor without access to or use of the Confidential Information; or

(iv) is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

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

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

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

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

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

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement

11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
"Data Controller" has the meaning given under the Data Protection Laws;
"Data Processor" has the meaning given under the Data Protection Laws;
"Data Subject" has the meaning given under the Data Protection Laws;
"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
"Personal Data" has the meaning given under Data Protection Laws;
"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Contracting Authority;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction

or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

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

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

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

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

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

   1.1 Subject matter of processing

   1.2 Nature of processing

   1.3 Purpose of processing

   1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

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