INVITATION TO TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	**The Establishment of a Single Party Framework for the Development of an Early-Stage Researcher Entrepreneurship Programme for Enterprise Ireland**
Enterprise Ireland Ref:	**2026/020**
Procedure:	**Open EU**
eTenders Resource ID:	**9368393**
Issue Date:	**Friday 30 October 2026 @ 12 noon (Irish Time)**
Closing Date for Queries:	**Friday 20 November 2026 @ 12 noon (Irish Time)**
Submission of Queries:	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders:	**Friday 4 December 2026 @ 12 noon (Irish Time)**

Please note that information relating to this Invitation to Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.

Please note that, in responding to this Tender, you must use the Tender Response Document (TRD) and upload these as a ZIP FILE to protect the integrity of the file names

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1 GENERAL INFORMATION

1.1 Disclaimer

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

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

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

1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

All firms are encouraged to explore the possibilities of forming relationships with SMEs or other enterprises to meet the financial, economic or technical capacity requirements of the competition and/or deliverables under the framework agreement/contracts, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality.

If the tender is from a grouping / consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The grouping / consortium / joint venture must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. Enterprise Ireland will not act as an arbitrator between members of a grouping / consortium / joint venture.

1.3 Use of Tender Response Document

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland accepts no responsibility for information relayed (or not relayed) via third parties.

Enterprise Ireland has provided a Tender Response Document uploaded separately on eTenders for tenderers to use in preparing their response to this tender. This document and format must be used, failure to use the Tender Response Document issued may result in your elimination from the competition.

1.4 Summary

Enterprise Ireland:	2026/020
Title:	**The Establishment of a Single Party Framework for the Development of an Early-Stage Researcher Entrepreneurship Programme for Enterprise Ireland**
Nature of Requirement:	Services
Procedure:	Open Procedure

Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

2 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

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

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

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

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

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

3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

Enterprise Ireland proposes to engage in a competitive process for the establishment of a single-party framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, during the specified duration, individual contracts may or may not be awarded.

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

3.2 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established with the highest-ranked compliant Tenderer following application of the Selection Criteria and Award Criteria. Thereafter the Framework Member will be considered for the award of any Call-off Contracts within the scope of the Framework Agreement.

3.3 Duration of the Framework Agreement

The framework agreement will be for two (2) years, with the option to extend for one (1) year, subject to a maximum of two (2) extensions, subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland. The maximum duration of the framework will be four (4) years.

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

3.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the Framework Agreement is expected to be in the region of €1,300,000 (excluding VAT) over the lifetime of the Framework Agreement.

The initial contract will run for two (2) years. Enterprise Ireland anticipates that expenditure during this period will be between €550,000 and €650,000, excluding VAT.

The total estimated value will include program costs associated with venue, catering and research-led teams travel costs.

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

3.5 Awarding Contracts under the Framework Agreement

If Enterprise Ireland decides to procure requirements under the Framework Agreement, it will follow the procedures set out in the Framework Agreement included with the Tender Documents. Call-off Contracts may be awarded directly on foot of a Tender or by consulting the Framework Member in writing and, if necessary, requesting the Framework Member to supplement its Tender in accordance with the Framework Agreement terms and conditions.

3.6 Use of the Framework Agreement

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

3.7 Right to tender outside of the Framework Agreement

Enterprise Ireland intends to use the Framework Agreement for the procurement of requirements falling within its scope during its term. However, it reserves the right to purchase outside the Framework Agreement for the procurement of any requirement without reference to the Framework Member. Award of the Framework Agreement does not guarantee the award of any

Call-off Contract to the Framework Member (with the exception of the Initial Call-off Contract, which will be awarded at the same time as the Framework Agreement), nor does it give the Framework Member the right to be consulted in respect of, or tender for, any requirements falling within the scope of the Framework Agreement.

4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

Enterprise Ireland's strategy places a clear emphasis on strengthening Ireland's innovation pipeline, increasing the commercial impact of publicly funded research, and supporting the creation of globally scalable, innovation-driven enterprises. A core strategic priority is enabling more research-based ventures to emerge from Irish universities and to progress into EI's wider supports for start-ups, scaling companies, and export-led growth.

In 2025, EI piloted a PhD Student Entrepreneurial Programme to address the gap between research excellence and venture creation. The pilot demonstrated strong demand and early impact:

- 28 applications, 18 teams completed the programme, and 15 were EI funded.
- Participants progressed on commercialisation pathways including IP identification, prototype development, technical validation, and customer discovery (10–50+ interviews).
- Several teams advanced to company formation or secured EI supports such as the Proof-of-Concept Award (€100k).

Strong qualitative evidence showed significant entrepreneurial mindset shift, increased market awareness, and improved investor-readiness.

The pilot confirmed that Ireland benefits from a deep-tech, cohort-based training model that offers structured entrepreneurial development, international mentorship, and exposure to global innovation networks. The provider's wider track record supporting 600+ teams and producing 170 companies across Europe and further demonstrated the suitability of this approach for Irish researchers.

Given the success of the pilot and strong interest from universities, EI now intends to scale the programme nationally, involving a broader group of Research Performing Organisations (RPOs) (UL, DCU, TCD, UCC, University of Galway, MTU, TUS, UCD). This national rollout directly supports EI's strategic ambition to increase the number and quality of deep-tech start-ups, enhance regional innovation capacity, and drive export-focused entrepreneurship emerging from the research system.

This tender seeks a pan-European, deep-tech specialist provider to deliver the Early-Stage Research Entrepreneurial Programme. The programme will support 25 teams annually, equipping early-stage researchers with the skills and experience required to form high-potential, globally exporting technology companies to the benefit of the Irish economy.

4.2 Specification of Requirement for Initial Contract

Enterprise Ireland ("EI") requires a pan-European organisation with expertise in deep-tech to deliver a national Early-Stage Research Entrepreneurship Programme.

This programme will support 25 research-led teams per annum, enabling early-stage researchers (PhD students and Postdoctoral researchers) to develop the entrepreneurial skills, commercial awareness, and venture-building capability required to form innovative, globally exporting technology companies, in line with EI's strategic commitment to strengthening Ireland's pipeline of deep-tech start-ups and enhancing the commercial impact of publicly funded research.

Tenderers must propose a delivery model capable of accommodating an annual cohort of up to twenty-five (25) teams while maintaining programme quality and participant experience. Enterprise Ireland acknowledges that the actual number of participating teams may be lower in any annual programme cycle, depending on the volume and quality of applications received.

The Provider will be required to deliver a deep-tech focused, sector-agnostic entrepreneurial development programme incorporating the following elements:

4.2.1 Structured Programme Delivery

The successful tenderer must deliver a hybrid curriculum (online and in-person) that incorporates international best practice and aligns with the needs demonstrated through EI's pilot programme. Required elements include:

Delivery of a structured annual hybrid programme for a national cohort of **15 to 25 research-led teams**, with 1-4 participants per team, combining online delivery with in-person activity. The successful tenderer shall be responsible for adapting, mobilising and delivering an established programme to meet Enterprise Ireland's requirements, subject to approval and oversight by Enterprise Ireland.

Enterprise Ireland will provide strategic input on programme objectives, participant selection criteria, key milestones, reporting requirements and alignment with national commercialisation priorities. While the target cohort size is 25 teams per annum, Enterprise Ireland acknowledges that final participant numbers may be lower depending on the quality and quantity of applications received.

Tenderers must propose a delivery model capable of accommodating cohort sizes of up to 25 teams while maintaining programme quality and participant experience.

The programme must include, as a minimum:

- **Eighteen structured workshops/masterclasses** per annual programme cycle covering the topics outlined above.
  - Structured workshops/masterclasses per annual cycle must cover entrepreneurial skills, customer discovery, market validation, investment readiness, business planning, IP pathways, commercialisation routes, and deep-tech venture development. Workshops and masterclasses shall be delivered primarily on a cohort basis, bringing participating teams together in a shared national learning environment. The programme should comprise a combination of online and in-person delivery, allowing participation by researchers from multiple institutions and regions. The tenderer shall propose the most appropriate mix of online and in-person delivery; however, the programme must include the mandatory in-person events specified above.
  - In-person workshops are not required to be delivered in Dublin and may take place at locations within Ireland or internationally where this supports participant development, facilitates engagement with relevant innovation ecosystems, enhances international collaboration and networking opportunities, and represents value for money.
  - Tenderers must clearly specify the proposed delivery format, locations and rationale within their methodology.

- **Three mandatory in-person events**.
  - Delivery of three mandatory in-person events during each annual programme cycle:

- a national kick-off/bootcamp event at programme commencement;
- a mid-programme venture development/networking event; and
- a final Demo Day/showcase event involving Enterprise Ireland, RPOs, mentors, investors and relevant ecosystem stakeholders.

▪ Events are not required to be Dublin-based. Tenderers should propose suitable locations within Ireland or internationally where the location supports accessibility, regional participation, international engagement opportunities, participant development and value for money. Tenderers may propose additional in-person events where they believe these will enhance programme outcomes. Tenderers will be responsible for all event planning, logistics and participant coordination.

- **Six one-to-one mentoring/coaching** sessions per participating team.
  ▪ Deliver International coaching, mentorship and venture development supports sessions, including one-to-one team mentoring, specialist commercialisation/IP/investment readiness input, with structured venture review points throughout the programme. As a minimum, each participating team shall receive six (6) one-to-one mentoring/coaching engagements over the course of the programme. Mentoring may be delivered through a combination of online and in-person formats.

- **Peer-to-peer networking** as part of programme cycle.
  ▪ The tenderer shall establish and actively support an international, cross-institutional cohort that brings together participants from higher education institutions, research organisations and innovation ecosystems across different jurisdictions. The cohort model should foster meaningful peer learning, collaboration and mutual support throughout the programme journey.
  ▪ International peer learning and networking shall form an integral part of the programme design and participant experience, rather than being delivered as a standalone or ad hoc activity. Tenderers must describe how they will:
    - build and maintain a connected international cohort across participating institutions and regions;

- facilitate structured peer learning, knowledge-sharing and collaboration among researchers and emerging founders from diverse disciplines and innovation ecosystems;
- create opportunities for participants to exchange experiences, discuss challenges, share progress and learn from peers undertaking similar commercialisation and venture-development activities;
- provide access to relevant international founders, mentors, investors, industry leaders and innovation networks; and
- encourage ongoing engagement and relationship-building between participants outside of formal programme sessions.

  - The tenderer must include **a minimum of three structured international peer-learning and networking sessions** during each annual programme cycle. These sessions must be delivered in person and may either be standalone activities or incorporated into mandatory in-person programme events, provided that each session includes a clearly facilitated and purpose-driven peer engagement component with defined learning and networking outcomes.

  - Tenderers must outline in the response the proposed format, facilitation methodology and intended outcomes of these sessions, including how participants will be supported to build sustained and meaningful relationships with international peers beyond individual events.

- Tenderers shall deliver the programme over a minimum period of nine months. The programme must be designed to accommodate participation by PhD students and early-stage researchers alongside their existing academic commitments.

- Tenderers may propose additional workshops, mentoring, networking activities and programme supports where they believe these will enhance participant outcomes and programme impact.

- Tenderers shall be responsible for sourcing and organising suitable venues for all in-person events, including venue hire, AV/hybrid delivery facilities, catering and refreshments, event logistics and accessibility requirements. Enterprise Ireland will reimburse approved research-led teams' costs relating to in-person events, provided that

prior approval has been obtained before the costs are incurred. Tenderers may add the pass-through management cost identified in Criterion A, Table 1 of the Tender Response Document.

- Tenderers must provide individual feedback reports to cohort members, capturing progress against programme milestones, customer discovery and market validation activity, commercial readiness, development needs and recommended next steps.

4.2.2 National Recruitment and Cohort Coordination

Tenderer must:

- Conduct recruitment promotion across all Irish RPOs nationally supporting in-person and virtual recruitment activities.
- Manage recruitment as a national campaign over a defined application window that allows sufficient time for awareness-building, promotion, applications and selection of the annual cohort. Tenderers may propose refinements to the recruitment timeline as part of their methodology.
- Ensure that the programme has national reach and achieves representation across participating RPOs, while promoting collaboration and meaningful engagement across international institutions, ecosystems and regions. Team selection must remain merit-based; however, the Tenderer should actively seek applications from all participating RPOs and demonstrate how broad geographic and institutional representation will be achieved across the cohort. No single RPO should normally account for more than 25% of the annual cohort unless Enterprise Ireland approves otherwise based on application quality and demand.
- Administer the application and selection process, including the screening, evaluation, and final selection of participating teams, in collaboration with Enterprise Ireland's Spinouts & Research Commercialisation team. Manage and coordinate a national cohort of 25 teams annually, with 1 – 4 participants per team.

4.2.3 Engagement with Research Performing Organisations

Tenderers must:

- Collaborate with RPOs nationally to ensure effective promotion, recruitment, and student engagement.
- Secure Memoranda of Understanding (MOUs) or equivalent agreements with each RPO to formalise required in-kind supports, including recruitment facilitation, participant engagement, Technology Transfer Offices (TTO) engagement, mentoring support and programme promotion. Enterprise Ireland will support engagement with participating RPOs where appropriate and may facilitate introductions and discussions with relevant stakeholders; however, responsibility for establishing and maintaining such agreements shall remain with the successful tenderer. Tenderers may utilise existing partnership agreements or equivalent documented arrangements where appropriate.
- Where agreement cannot be reached with an individual RPO, the successful tenderer shall notify Enterprise Ireland and propose appropriate mitigation measures. Failure to secure an agreement with a single RPO shall not automatically constitute a failure of programme delivery, provided the successful tenderer can demonstrate that reasonable efforts have been made and that programme objectives, participant recruitment targets and national programme reach can still be achieved through the engagement of other participating RPOs. The status of RPO agreements shall be reported to Enterprise Ireland as part of regular programme monitoring and reporting.

4.2.4 Monitoring, Reporting and KPI Delivery

The tenderers must deliver a structured monitoring and reporting system aligned to Enterprise Ireland's programme oversight, governance and performance management requirements, including:

- Quarterly reports or regular management reports that include such information as statistics, data on ongoing monitoring, tracking, commentary and analytics on overall performance or individual call-off contracts and recruitment campaigns.
- Increased reporting frequency during recruitment, participant selection and programme completion phases.
- Reporting against the following KPI categories:
    - Application and recruitment levels, including application volumes, recruitment activity, cohort composition and participation across RPOs.

    - Team progression and milestone achievement, including progress against agreed programme milestones and the stages set out in Section 4.2.5.
    - Entrepreneurial capability development, including qualitative evidence of changes in entrepreneurial mindset, commercial awareness and venture-development capability.
    - Venture formation and intellectual property identification, including the identification and development of IP or commercialisation pathways and venture and/or company formation in Ireland.
- Engagement with Enterprise Ireland commercialisation and company supports, including progression to relevant supports such as the Commercialisation Fund, Proof of Concept, the Pre-Seed Start Fund and other applicable supports.

For each KPI category, the tenderer must define the applicable metrics and indicators, measurement and data-collection methodology, reporting frequency, relevant milestones and timelines, and supporting evidence required to demonstrate outputs and outcomes achieved.

Enterprise Ireland's oversight requirements include:

- monitoring programme delivery against agreed objectives, milestones and timelines through regular contract-management meetings and quarterly reporting, at a minimum;
    - monitoring recruitment performance, cohort composition and engagement across participating RPOs, with increased reporting during the recruitment and participant-selection phases;
    - monitoring participant progression throughout the programme and subsequent engagement with Enterprise Ireland commercialisation-support pathways;
    - reviewing programme outputs, outcomes and impact against agreed KPIs at agreed intervals and following completion of each annual programme cycle;
    - monitoring budget expenditure and value for money throughout each annual programme cycle;
    - reviewing participant feedback and programme quality on an ongoing basis and at programme completion; and
    - ensuring continued alignment with Enterprise Ireland’s strategic objective of increasing the number and quality of research-led commercialisation opportunities, spin-outs and start-up ventures emerging from the Irish research system.

The successful tenderer shall provide such quantitative and qualitative data, supporting evidence and management information as may reasonably be required by Enterprise Ireland to support programme governance, evaluation, continuous improvement and strategic reporting.

These KPIs reflect the assessment model used in the pilot and are essential to demonstrating venture progress and ecosystem impact.

4.2.5 Programme Outputs

It is recognised that teams will enter and progress through the programme at different levels of technical, commercial and entrepreneurial maturity. Accordingly, by the conclusion of the programme, participating teams should have progressed to an appropriate next stage of entrepreneurial and commercial development.

For programme monitoring, reporting and sign-off purposes, Enterprise Ireland will assess progress against the following high-level stages:

Stage 1: Opportunity Discovery

- Identification and validation of a problem, unmet need or market opportunity through customer discovery, market engagement and stakeholder feedback.

Stage 2: Opportunity Validation

- Demonstration of market need, development of a value proposition, preliminary market assessment and engagement with potential customers, users or stakeholders.

Stage 3: Commercialisation Planning

- Development of a commercialisation pathway, consideration of intellectual property, regulatory and technical translation requirements, and identification of appropriate next-step supports.

Stage 4: Venture Development

- Development of business plans, investor-ready materials, venture strategies and engagement with mentors, advisors, investors and commercialisation support mechanisms.

Stage 5: Progression Readiness

- Demonstrated readiness for an appropriate progression pathway, which may include company formation, preparation for Enterprise Ireland commercialisation supports, licensing opportunities, follow-on funding applications or further venture development.

Not all teams will be expected to reach Stage 5 during a single programme cycle. Programme success will be measured by demonstrable progression through one or more stages relative to a team's starting position and the maturity of its opportunity. The successful tenderer shall report annually on team progression against these stages and provide supporting evidence of outcomes achieved.

This gives Enterprise Ireland a clear framework for programme monitoring and sign-off:

- **Stage 1-2:** Opportunity Discovery and Opportunity Validation
- **Stage 3:** Commercialisation readiness
- **Stage 4:** Venture development
- **Stage 5:** Progression Readiness

4.3 Quality and Expertise of Personnel

Tenderers must demonstrate access to sufficient suitably qualified personnel covering, at a minimum, the following three areas of expertise. At least one suitably qualified resource must be identified for each area. One individual may cover more than one area, provided that the Tenderer clearly demonstrates sufficient capacity, competence and availability.

At a minimum:

- Programme leadership, contract/account management and programme/project management experience, including experience managing multi-stakeholder innovation, entrepreneurship, accelerator or research commercialisation programmes.
- Curriculum design, entrepreneurship training, customer discovery, market validation, deep-tech venture development, mentoring and investment-readiness expertise.

- Commercialisation, intellectual property pathways, research translation, Technology Transfer Office engagement, international mentor/network access, recruitment coordination and programme administration expertise.

Tenderers may propose that one individual fulfils more than one role, provided sufficient capacity, expertise and availability are clearly demonstrated. Tenderers should also identify any additional mentors, trainers, investors, commercialisation experts, international partners and administrative supports available to the programme.

Tenderers must identify the senior resources proposed for core roles as part of **Criterion B**, which may include, but is not limited to, the following:

Programme Director / Strategic Lead: Minimum 10 years' relevant experience in entrepreneurship, innovation, research commercialisation, venture development, accelerator/incubator management, or related fields.

Programme / Project Manager: Minimum 5 years' experience managing complex programmes involving multiple stakeholders.

Curriculum / Training Lead: Minimum 10 years' experience designing and delivering entrepreneurship, innovation, commercialisation or venture development training programmes.

Venture Development / Coaching Lead: Minimum 5 years' experience supporting start-ups, spin-outs, venture creation or commercialisation projects.

Commercialisation / IP Specialist: Minimum 5 years' experience in intellectual property management, technology transfer, research commercialisation, licensing or venture formation.

International Mentor / Network Lead: Minimum 5 years' experience working with international innovation ecosystems, start-up programmes, investors, mentors or commercialisation networks.

Senior Account / Contract Manager: Minimum 5 years' experience in client account management, contract management or programme oversight.

Tenderers should also identify any additional mentors, trainers, investors, commercialisation experts, international partners and specialist advisors that will support programme delivery.

Tenderers demonstrating greater depth of expertise, relevant experience and access to international networks may score higher under the evaluation criteria.

Tenderers must submit CVs (not to exceed two (2) A4 pages and using the format in the TRD) for each resource proposed, clearly setting out their individual roles and responsibilities. Please complete the CV tables in the Tender Response Document.

Enterprise Ireland will be assessing the experience of the resource(s) in terms of coverage of the service requirements. Tenderers who can demonstrate greater relevant experience and expertise to the services sought are likely to score higher marks.

Tenderers should note that, as set out in the contract documents, the proposed resource(s) will be required to deliver the services, having regard to the nature of the particular call-off, although Enterprise Ireland reserves the right to seek additional personnel in any call-off contract.

Tenderers should note that Framework Members may, at the Call-Off stage, be permitted to supplement their resources with a Consultant/Specialist(s) where, in their opinion, there is a requirement to do so given the nature of the requirements under the call-off. The Consultant / Specialist(s) will be assessed as part of the Call-Off competition. Rates for any agreed supplementary resources must be in line with the rates submitted for the resource types in the Form of Tender where applicable.

For the avoidance of doubt, meeting the minimum personnel requirements is a pass/fail Selection Criterion and does not, in itself, attract marks under Award Criterion B. Marks under Award Criterion B will be awarded based on the quality, relevance and depth of the experience and expertise of the proposed team, as demonstrated in the Tender Response.

4.4 Contract Management

4.4.1 Contract Manager

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

The duties of the contract manager and/or their deputy will include the following:

- Be responsible for contract management.
- Build and maintain a good working relationship with Enterprise Ireland.
- Be responsible for the satisfactory delivery of the solutions and services set down in this ITT.
- Be responsible for day-to-day liaison with Enterprise Ireland.
- Act as the main point of contact for the duration of the framework.
- Have the authority to deal with all matters in relation to the framework
- Be available to Enterprise Ireland between the hours of 9.00 -17.00 Monday to Friday or the nominated deputy account manager if they are unavailable
- Provide regular status reports as agreed with Enterprise Ireland setting out the status of all ongoing contracts.
- Provide regular management and performance reports as agreed with Enterprise Ireland.
- Meet as and when required to undertake reviews of the operation of the framework, the relationship and their participation on it as a framework member.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with Enterprise Ireland ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

Tenderers must also appoint a deputy account manager who will have the skills, expertise and experience to carry out the above duties in the absence of the dedicated account manager.

4.4.2 Service Level Agreement

The successful tenderer will be required to enter into a Service Level Agreement (SLA) with Enterprise Ireland. The final SLA will be agreed within three months of establishment of the Framework Agreement.

Tender Response Requirements:

Tenderers must provide a proposed draft Service Level Agreement for Enterprise Ireland describing in detail how they will provide high-quality programme delivery and co-ordination services. The proposed SLA should address the execution, performance, monitoring and delivery of the Services.

At a minimum, the proposed SLA must address the following aspects of service delivery:

- Key Performance Indicators (KPIs) framework aligned to Monitoring, Reporting and KPI Delivery requirements (4.2.4), which must:
- Be structured around the defined KPI categories, namely:
    - Application and recruitment levels
    - Team progression and milestone achievement
    - Entrepreneurial capability development
    - Venture formation and IP identification
    - Engagement with Enterprise Ireland commercialisation supports (including Proof of Concept and Commercialisation Fund)
- Clearly define:
    - Metrics and indicators to be used for each category
    - Measurement and data collection methodologies
    - Frequency of monitoring and reporting
- Demonstrate how KPI tracking will support:
    - Programme performance management
    - Continuous improvement of delivery
    - Monitoring of progression through Enterprise Ireland's commercialisation pipeline
- Contract Management
    - Service Credits for non-performance of agreed service levels
    - Communication Plan and Escalation Procedures
    - Formal Complaints Procedure
- Provide an overview of an Exit Management Plan for activities and information transfer involved for execution at the conclusion of this framework. The Exit Management Plan may include a list of tasks and timelines for execution including appropriate solutions for the ready access, supply and transfer of relevant data, information, and collateral, if any, to Enterprise Ireland on the conclusion of the framework.

- Provide a sample of proposed quarterly or regular management reports to Enterprise Ireland;

- Set out your methodology for communicating with other relevant stakeholders within Enterprise Ireland;

- Include your approach to urgent queries (see minimum response times required in the table at section 4.4.3 below).

Tenderers will be scored on the level of confidence their proposals give Enterprise Ireland that a high-quality service will be delivered (whilst at a minimum meeting the minimum response times outlined in section 4.4.3 below). The more confidence Enterprise Ireland has that the proposals will deliver a high-quality service, the higher the Tender is likely to score.

NOTE: Tenderers will note that all account management activities set out above will be non-billable (i.e., Enterprise Ireland will not pay separately for account management activities). Enterprise Ireland will nominate authorised staff to liaise with the successful Framework Member(s) and delegate as required.

The successful Tenderer's proposed SLA, including all commitments relied upon in the evaluation, will form the basis of the final SLA. Finalisation may include clarification and administrative refinement but must not materially reduce the commitments contained in the successful Tender.

4.4.3 Minimum response times

Enterprise Ireland requires a flexible and responsive service from its service providers. In general, the following minimum response times are expected:

Task	Maximum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	Within 24 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days

In relation to meetings, Tenderers should note that meetings will be held either virtually or in person. In the event that meetings are held in person they will be held at Enterprise Ireland's premises (to be advised to the Framework Member in advance).

4.4.4 Invoicing

Invoices shall be submitted by the successful tenderer on the basis of the agreed terms and conditions. All official invoices must quote a valid Enterprise Ireland purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

No expenses in respect of travel time and mileage will be payable. Tenderers should note that Enterprise Ireland will not reimburse travel time, mileage or other operational expenses incurred by the successful tenderer in delivering the programme. Tenderers costs associated with programme delivery should be included within the submitted tender price.

4.5 Delivery Locations

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

4.6 Sustainability

As part of Enterprise Ireland's strategic agenda, sustainability planning and wider Environmental, Social and Governance (ESG) considerations (incl. social impact strategy) is supported. For the purpose of business obligations (e.g. regulatory requirements), competitive advantages (e.g. meeting/exceeding customer and consumer and other stakeholder expectations) and corporate responsibility (e.g. minimising the environmental impact of business activities, maximising social impact within and beyond the business and ensuring good governance and longevity), it is important to Enterprise Ireland that it considers the sustainability of its own business activities and wider ESG standards.

Tenderers, in their response, should provide information on the proposed ESG initiatives for the provision of this service, as follows:

- Description of the measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.
- Description of initiatives which support the circular economy that Tenderers will carry out for the term of the Framework Agreement. These must be specific to the Services.
- Description of the measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote social impact/inclusion associated with delivering the Services.

Tenderers should clearly outline how these initiatives will be implemented, monitored and measured in terms of their impact. Any relevant organisational policies or standards should also be referenced. Tenderers should also detail the sustainability and wider ESG content and guidance that will be provided to programme participants.

Tenders will be scored under Award Criterion E, Sustainability, based on the relevance of the proposed ESG initiatives to the Services and the level of confidence provided that those initiatives will be successfully implemented during delivery of the Services.

4.7 Pricing

Tenderers must provide an annual programme fee and a price per participating team in accordance with the Pricing Schedule. For the purpose of evaluating Award Criterion A, Enterprise Ireland will calculate the evaluated cost using a notional annual cohort of twenty-five (25) teams. The use of this notional quantity is solely for the purpose of ensuring a fair and consistent comparison of Tenders and does not constitute a commitment or guarantee that twenty-five (25) teams will participate in any annual programme cycle.

The amount payable under each Call-Off Contract will be calculated in accordance with the pricing mechanism set out in the Pricing Schedule and will reflect the actual number of participating teams, subject to any fixed programme costs expressly identified and agreed. Tenderers must clearly distinguish between fixed annual programme costs and variable per-team costs. Except for approved research-led teams' costs relating to in-person events expressly identified as reimbursable under Section 4.2.1, all prices must include every cost necessary to deliver the Services, including travel, accommodation, subsistence, venues, catering, event logistics and other operational expenses. No other costs will be reimbursed separately by Enterprise Ireland.

The maximum price chargeable in respect of all items contracted for the initial two (2) years of the framework shall be set out in the Form of Tender in the Tender Response Document (TRD) submitted as part of the tender response. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

Thereafter prices will only be considered for review in consultation with Enterprise Ireland, any increases will not exceed inflation as per CPI.

4.8 Award to Runner Up

If the designated successful tenderer cannot enter into the Framework Agreement or Initial Call-off Contract, Enterprise Ireland may invite the next highest-scoring tenderer to do so on the terms advertised, provided that the tender remains valid and all verification and approval requirements are satisfied.

If the Framework Member cannot deliver the required services under a Call-off Contract, Enterprise Ireland may exercise its rights and remedies under the Framework Agreement and the relevant Call-off Contract, including termination where applicable, and may procure the requirement outside the Framework Agreement in accordance with applicable procurement rules.

4.9 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (Appendix 2). The Data Processing Agreement (DPA) includes Appendix 1 Data Processing Annex that Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 2. tenderers should familiarise themselves with the entire agreement and its obligations. **In particular attention is drawn to Technical and organisational measures/Annex I Data Processing Annex a copy of which is in the TRD, Section 5, and must be completed and returned as part of the tender response.**

5 Evaluation Criteria

5.1 Selection Criteria

Enterprise Ireland is using the OPEN procedure for the establishment of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a Tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

5.1.1 General, Declarations and Financial Requirements

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

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

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

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

d) Data Protection & Security

Financial and Economic Standing	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.
Financial Standing	(a) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. (b) Confirmation that the tendering party turnover exceeded €650,000 in one of the previous three (3) years. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.
Insurance	Confirmation of the following insurances being in place:

Insurance Type	**Required Value €**
Employer's Liability (where applicable – see notes below)	€13 million
Public Liability	€6.5 million
Professional Indemnity	€1 million

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

5.1.2 Previous Experience

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

Satisfactory Previous Experience
Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they have the experience necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion each Tenderer must submit by completing the TRD with its Tender: Details of **one (1) or more reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of Enterprise Ireland, the Tenderer's experience in successfully delivering programmes of a similar nature and scale to the specific requirements set out below. The reference contract must relate to services delivered **within the 36 months prior to the deadline for submission of Tenders.**

Referenced contracts outside this timeframe will not be considered. More than one reference contract may be submitted to demonstrate compliance with the three bullet points below. Where multiple reference contracts are submitted, they will be assessed collectively to determine whether the requirements set out below have been met.

Within reference contracts, Tenderers must highlight:

- Delivery of entrepreneurship, innovation, accelerator or research commercialisation programmes, including programmes involving higher education institutions, universities, research-performing organisations, Technology Transfer Offices, academic stakeholders or research-led teams.
- Coordination of multi-stakeholder programme delivery, including engagement with academic, industry, enterprise, investor, mentor and/or international partner networks.
- Support for early-stage researchers, research-led, deep-tech or innovation-driven teams to progress towards commercial outcomes, including customer discovery, market validation, IP or commercialisation pathway development, investment readiness, spin-out formation, licensing or progression to public innovation or commercialisation supports.

In completing the table for each reference project, Tenderers must provide sufficient information to allow Enterprise Ireland to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

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

Enterprise Ireland may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by Enterprise Ireland. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform Enterprise Ireland of the reason as to why the documentation cannot be supplied and, if Enterprise Ireland considers

the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of Enterprise Ireland, that they have the required capacity to deliver the services.

Personnel & Skills
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated in the TRD.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.
Health & Safety Management System
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD.
Environmental Management System
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.

5.2 Award Criteria

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

5.2.1 Evaluation Principles

Enterprise Ireland will evaluate Tender responses solely on the basis of the information submitted in response to the requirements set out in this Invitation to Tender.

Tenderers should not assume prior knowledge of their organisation, products, services, methodologies, personnel, previous experience, or previous work undertaken.

The burden of demonstrating compliance with the requirements of this competition rests entirely with the Tenderer.

Enterprise Ireland reserves the right to evaluate Tender responses only on the basis of information submitted in the Tender and any clarifications sought during the evaluation process.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	**Cost for evaluation purposes**	**20%**	**2,000**	**n/a**
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender. Cost will be assessed as set out in Note 5 below				
B	**Quality of Team**	**30%**	**3,000**	**1,800**
Tenderers must demonstrate the quality, relevance and depth of experience and expertise of the team proposed to deliver the Services. Tenderers must clearly identify each proposed resource, their role and responsibilities, relevant qualifications and experience, anticipated				

contribution to the programme, and availability for the duration of the Framework Agreement and Initial Call-Off Contract.

The response should demonstrate how the proposed team collectively provides appropriate expertise and capability across programme leadership and management; entrepreneurship and curriculum delivery; deep-tech venture development; customer discovery and market validation; research commercialisation and intellectual property pathways; engagement with RPOs and Technology Transfer Offices; mentoring and investment readiness; international innovation networks; recruitment and cohort coordination; and contract and account management.

Tenderers should also explain how the proposed team will work together to deliver an integrated and consistent service, including the allocation of responsibilities, management of capacity and availability, access to supporting specialists and mentors, and arrangements for continuity of service.

Tender must use the following structure when responding to this section:

1. Team Structure and Organisation Chart
2. Roles, Responsibilities and Reporting Lines
3. Coverage of Required Expertise Areas
4. Resource Capacity and Availability
5. International Networks, Mentors and Specialist Access
6. Team Integration and Continuity Arrangements
7. Individual CVs

Tenderers are referred to Section 4.3 of the ITT and must complete the relevant team and CV sections of the Tender Response Document.

For the avoidance of doubt, satisfaction of the minimum personnel requirements is assessed on a pass/fail basis under the Selection Criteria and does not, in itself, attract marks under

Award Criterion B. Marks under Award Criterion B will be awarded based on the quality, relevance and depth of the proposed team, as demonstrated in the Tenderer's response.

C	**Contract Management Proposals**	**5%**	**500**	**300**

Tenderers must set out their proposals for the effective management of the Framework Agreement and Initial Call-Off Contract. The response must identify the proposed Contract Manager and Deputy Contract Manager and clearly describe their respective authority, responsibilities, availability and arrangements for continuity of service.

Tenderers must provide a proposed Service Level Agreement that addresses contract governance; communication and stakeholder management; performance monitoring and reporting; management of KPIs and service levels; quality assurance; risk and issue management; escalation procedures; complaints and dispute management; management of underperformance; service improvement; and exit management.

The response should explain the proposed governance structure, frequency and format of contract-review meetings, reporting arrangements, procedures for monitoring compliance with agreed response times and service levels, and the measures that will be used to identify and address performance issues. Tenderers should also explain how contract-management information will support transparency, accountability, continuous improvement and value for money.

Tenderers are referred to Section 4.4 of the ITT and must complete the relevant Contract Management and Service Level Agreement sections of the Tender Response Document.

Marks will be awarded based on the clarity, relevance, practicality and robustness of the proposals and the level of confidence they provide that the Framework Agreement and Initial Call-Off Contract will be managed effectively throughout their duration.

D	Proposed Methodology	40%	4,000	2,400

Tenderers must provide a clear and detailed methodology for the adaptation, mobilisation and delivery of an established Early-Stage Researcher Entrepreneurship Programme.

The response must address the following:

- programme mobilisation, planning and implementation;
- national promotion, recruitment, application management and participant selection;
- engagement and coordination with participating RPOs and other relevant stakeholders;
- the adaptation and delivery of the established structured hybrid curriculum, including workshops, masterclasses, mentoring, specialist support, peer networking and mandatory in-person events;
- supporting teams at different levels of technical, commercial and entrepreneurial maturity;
- providing deep-tech, commercialisation, intellectual property, customer-discovery, market-validation, venture-development and investment-readiness support;
- providing access to international mentors, founders, investors and innovation ecosystems;
- monitoring participation, engagement, team progression, programme outputs and achievement of the required KPIs;
- quality assurance, participant feedback and continuous improvement;
- the establishment and ongoing development of an international, cross-institutional cohort, including the proposed format, facilitation methodology and intended outcomes of the required peer-learning and networking sessions; arrangements for sustained participant engagement outside formal sessions; and any proposed international ecosystem visits, study tours or other international engagement activities;
- risk management and contingency arrangements relating to programme delivery; and
- achieving national reach, a high-quality participant experience and value for money.

Tenderers must provide a clear implementation plan setting out the principal activities, deliverables, milestones, dependencies and indicative timelines for each annual programme cycle. The response must explain how the proposed delivery model will accommodate a cohort of 25 teams while maintaining programme quality if final participant numbers are lower.

Tenderers should identify any added-value features included within the tendered price and explain how these will enhance participant outcomes or programme impact. Any optional or additional activities involving a separate cost must be clearly distinguished and separately priced in accordance with the Pricing Schedule.

Tenderers are referred to Sections 4.2 to 4.2.5 of the ITT and must complete the relevant Proposed Methodology section of the Tender Response Document.

Marks will be awarded based on the clarity, relevance, coherence, practicality and robustness of the proposed methodology; its alignment with the requirements and intended programme outcomes; and the level of confidence it provides that the Services will be successfully delivered to a high standard.

E	***Sustainability***	***5%***	**500**	**300**

Tenderers must describe the measures and initiatives they will implement in delivering the Services to promote environmental sustainability, support the circular economy and deliver positive social impact and inclusion. The proposed measures must be relevant and proportionate to the Services and should address, where applicable, programme delivery, participant engagement, events, travel, venues, materials, procurement and the use of digital technologies.

Tenderers must explain how the proposed measures will be implemented, monitored and measured throughout the term of the Framework Agreement, including the indicators or evidence that will be used to demonstrate their impact. Any relevant organisational policies, standards, certifications or established practices should be referenced.

Tenderers must also describe the sustainability and wider ESG content and guidance that will be incorporated into the programme and explain how this will support participants in considering relevant environmental, social and governance matters when developing their research-led ventures.

Tenderers are referred to Section 4.6 of the ITT and must complete the relevant Sustainability section of the Tender Response Document.

Marks will be awarded based on the relevance, specificity, practicality and measurable impact of the proposed initiatives; their alignment with the Services; and the level of confidence that they will be successfully implemented over the term of the Framework Agreement.

NOTE 1: QUALITATIVE SCORING MATRIX

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

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

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

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

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

NOTE 2: MINIMUM QUALITATIVE THRESHOLDS

Tenderers must achieve a minimum score of 60% of the marks available for each qualitative Award Criterion to which a minimum threshold applies, as identified in the Award Criteria table.

Where a minimum threshold applies, it shall be assessed independently of the Tender's overall score.

Any Tender receiving less than 60% in a criterion where a minimum threshold applies will be eliminated from the competition irrespective of the total score achieved across all criteria.

Enterprise Ireland reserves the right not to evaluate remaining Award Criteria where a Tender has already failed to achieve a mandatory minimum threshold.

NOTE 3: PAGE AND WORD LIMITS

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

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

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

NOTE 4: HYPERLINKS AND EXTERNAL CONTENT

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

Tender responses must not rely on hyperlinks, websites, portals, cloud repositories or other external sources unless Enterprise Ireland expressly requests or permits a link for a specified item. Where Enterprise Ireland expressly permits a link, the linked material must be accessible without registration or payment and will be evaluated only to the extent stated in the relevant response requirement.

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

NOTE 5: COST EVALUATION

Marks for Award Criterion A will be calculated using the total evaluated cost derived from the completed Pricing Schedule. The evaluated cost will

include all cost components identified for evaluation in that schedule over the stated evaluation period and using any quantities or assumptions stated in the Pricing Schedule. The lowest evaluated cost submitted by a compliant tender not previously eliminated will receive the maximum 2,000 marks.

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

Cost score = Lowest Evaluated Tender Cost ÷ Tenderer's Evaluated Tender Cost × 2,000.

NOTE 6: TENDER RESPONSES

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

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

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

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

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that Enterprise Ireland takes no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.1.1 Accessing documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

(a) Log-in to the system

(b) Locate the competition using the Advanced Search by Enterprise Ireland or Resource ID

(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

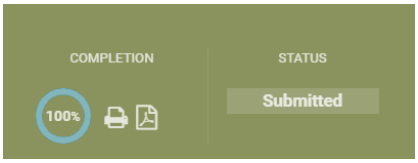
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(e) Complete the “Association with the CfT” tab.

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

6.1.2 Submitting your Response

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



If you do not receive confirmation that your response has been submitted successfully, your Tender has not been submitted.

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

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

DO NOT CLICK “PROCEED WITHOUT ASSOCIATION” – IN DOING SO WE WILL NOT BE ABLE TO TRACK YOUR INTEREST OR COMMUNICATE WITH YOU ABOUT THE COMPETITION AND YOU WILL NOT BE ABLE TO SUBMIT A TENDER RESPONSE.

6.2 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework Agreement (Appendix 1). It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out at (b) above to highlight any clauses that they may wish to discuss. Any proposed amendment should be described in clear detail. It will be at Enterprise Ireland’s sole discretion to modify the Framework and Contract Terms and Conditions.

Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process and at framework / contract award stage.

6.3 Sufficiency & Accuracy of Tender

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

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

Enterprise Ireland reserves the right to disqualify incomplete tenders.

6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please email the contact detailed above as soon as possible.

Tenderers shall immediately notify Enterprise Ireland via the messaging tool on etenders should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. Enterprise Ireland will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

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

6.5 Qualification of Tenders and Referential Bids

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

6.6 Extension of Tender Period

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

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

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

6.8 European Single Procurement Document (ESPD)

We will accept an ESPD if Tenderers wish to submit for this competition PROVIDED THAT they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in 5.1

6.9 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out as an Appendix to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

6.10 Cost of Preparation of Tender

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

6.11 Tender Validity Period

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

6.12 Currency and Prompt Payments

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

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

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

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

6.13 Confidentiality

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

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Enterprise Ireland. Any registrable interest involving the tenderer and Enterprise Ireland or employees of Enterprise Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to Enterprise Ireland immediately upon such

information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Freedom of Information Acts

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

6.16 Data Protection Legislation

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

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

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement that all Data Subjects (where Data Subject has the

meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, Enterprise Ireland, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to Enterprise Ireland for the purposes of its participation in this Competition.

Transfer of Data outside the European Economic Area (EEA)

Where personal data is transferred outside the European Economic Area (EEA), the Tenderer must ensure that such transfers are carried out in accordance with applicable Data Protection Laws and are supported by an appropriate transfer mechanism.

Where the destination country is subject to a European Commission adequacy decision, the Tenderer shall identify the relevant adequacy decision relied upon.

Where no adequacy decision exists, the Tenderer shall identify the transfer mechanism proposed, including (where applicable) the European Commission Standard Contractual Clauses, Binding Corporate Rules or any other legally recognised transfer mechanism.

Where the storage or processing of Enterprise Ireland's data is intended to be carried out in the United Kingdom, appropriate transfer safeguards will be required in accordance with applicable Data Protection Laws. Tenderers must confirm that they are willing to engage with Enterprise Ireland to put the required measures in place where applicable.

6.17 Service Audit

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

6.18 Tax Clearance Certificate

It will be a condition of award of contract that the successful tenderer shall, for the term of such contract(s), comply with all EU and domestic tax laws. This applies to both Irish Resident

suppliers and Non-Resident suppliers. Tenderers are referred to www.revenue.ie for further information.

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

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

6.19 Withholding Tax

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

6.20 Irish Legislation and Law

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

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

6.21 Clarification of Tenders

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

6.22 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender. In general, the following approach will be applied to manifest errors:

- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

6.23 Change in the Composition of a Tender

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

6.24 Interference and Inducement to Purchase

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

6.25 Notification of Tender Evaluations

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

a) Letter of Intent of award of contract.

b) Letter of Regret.

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of winning tender where they scored higher marks in specific criteria. Enterprise Ireland will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

Following the award of contract or the conclusion of framework agreement an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days afterwards. It should be noted that it is standard practice for Enterprise Ireland to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.26 Policy on Personal Debriefings

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

6.27 Award to Runner-up

If, for any reason, it is not possible to award the Framework Agreement or the Initial Call-Off Contract to the designated successful Tenderer, Enterprise Ireland reserves the right, during the Tender Validity Period, to invite the next highest-scoring Tenderer to enter into the Framework Agreement and Initial Call-Off Contract on the terms advertised, provided that the Tender remains valid and all verification and approval requirements are satisfied. This is without prejudice to Enterprise Ireland's right to cancel the competitive process and/or commence a new procurement procedure.

6.28 Right to Award to More than One Supplier

Enterprise Ireland will establish the Framework Agreement with one supplier only, in accordance with the single-party framework structure described in this Invitation to Tender.

6.29 Replacement Personnel

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

6.30 Copyright

Enterprise Ireland will own the copyright in materials developed specifically for Enterprise Ireland under the Framework Agreement. Ownership of pre-existing or independently developed content will remain with the relevant rights holder, subject to the licences and usage rights agreed under the Framework Agreement. Any licence granted to the service provider to use Enterprise Ireland-owned materials must be expressly agreed in writing and limited to the purposes and conditions approved by Enterprise Ireland

6.31 Brand Names, etc.

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

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement' is issued as a separate document, Single-Party framework Terms and Conditions, and forms part of the Tender Documents

APPENDIX 2 – DATA PROCESSING AGREEMENT

ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

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

BETWEEN:

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

(2) [·] (**the Supplier**).

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

BACKGROUND:

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

(B) [The Supplier is providing the Services to EI [pursuant to an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**) [1]].

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

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

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

1.2 **Commencement Date** means [·];

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

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

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

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

Data Processing Annex means Annex 1 to this Agreement; ;

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

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

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

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

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

Regulator means any regulator or regulatory body (including the Office of the Data

Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business; and

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

2 DATA CONTROLLER AND DATA PROCESSOR

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

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

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

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

3 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

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

Obligations of the Processor

3.2 **Instructions:** The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, [the Services Agreement] and any other written instructions of the Controller, including those set out in the Data Processing Annex, unless required to do so by Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

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

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

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

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

3.6.1 Article 32 of the GDPR (Security);

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

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

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

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

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

3.9 require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do so as soon as possible; or

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

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

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

3.12.1 the pseudonymisation and encryption of Personal Data;

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

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

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

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

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

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

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

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

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

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

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

Processor Indemnity

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

4 TERM and TERMINATION

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

5 GENERAL

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

5.2 Governing Law: The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.

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

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

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

ANNEX 1 (Technical and organisational measures/DATA PROCESSING ANNEX)

Data Flows and/or Record of Processing

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

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

DATA RECORD

Complete the following Data Record

Customer:	**Supplier:**
Customer Contact Name:	**Supplier Contact Name:**
Nature and purpose of the processing carried out by Supplier:	**[Insert a description of the purpose of processing]**
Duration of Processing:	**[Insert agreed requirements around retention and deletion of the Personal Data]**
Description of data subject:	**[Insert description of data subject, ie. Employees, members of the public etc.]**

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Personal Data processed as part of the Services:	**Delete data sets which are not applicable and/or add further data sets which are not included in the table.**

Identification Data	includes name, date of birth, driver's license and passport information.
Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)
Communication Data	includes phone calls, email correspondence and hard copy correspondence.
Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.
Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information
Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
Financial Data	includes payment related information or bank account details and financial data, pension data.
Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal

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	Data, information on the type of device used, IP address, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.
Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]

Authorised Sub-Processors and transfers:	**Sub-Processor**	**Services**	**Location**	**Transfer mechanism (if applicable)**
				Standard Contractual Clauses/ Binding Corporate Rules
				Standard Contractual Clauses/ Binding Corporate Rules
				Standard Contractual Clauses /Binding Corporate Rules
				Standard Contractual Clauses/ Binding Corporate Rules
Supplier TOMs:	**Technical and Organisational Measures (TOMS) Declaration Below**			

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

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Please confirm that the supplier will ensure that clear consent has been gathered for the transmission of any personal identifiable information to a third party and the delivered system will comply with all aspects of the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and the European ePrivacy Directive, including the storage and further processing of the visitor's IP address. Enterprise Ireland may seek supporting evidence at any time during the lifetime of the contract.	
Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	

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Annex 2 – Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Management commitment to Data Protection	Supplier demonstrates commitment to implementing appropriate Technical and Organisational Measures in such a manner that processing of personal data carried out on behalf of Enterprise Ireland meets the requirements of the GDPR and ensures the protection of the privacy rights of data subjects. Supplier has documented data protection policies and there is regular management oversight of the implementation of the policies	
Data Protection Roles and Responsibilities	Supplier has defined clear Data Protection roles and responsibilities in the organisation. The key staff members have received appropriate training and have been allocated the necessary resources to carry out their duties.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). • Where appointed the DPO has been registered with the Data Protection Commission (DPC). • Where a DPO is not required a Data Protection Lead has been identified. The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the organisation in relation to the protection and security of personal data.	
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	

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

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

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	
Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	

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

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	

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

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to ensure confidentiality, integrity and availability for the personal data that is processed. Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible • minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation. Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, including data loss or destruction for example by ransomware	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Malware controls	Malware controls must be in place on all information systems processing EI data that: (i) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs ("Malicious Code Software"), (ii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and implementing the most currently available malicious code signatures.	

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

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls are in place to maintain and monitor data and user segregation	
Secure software development	Supplier must have established rules for the secure development of software and systems, incorporating at least the OWASP secure coding practices and security principles. A secure software development policy and lifecycle must be in place so that 1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development. Systems and apps must be independently penetration tested against at least the OWASP Top 10 Web Application Security Risks before release.	

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TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No – if no, provide details**
PCI DSS **Applies only to Managed/Cloud based Services processing payment card data.*	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have the relevant Attestation of Compliance (AoC) or Report on Compliance (RoC) documentation.	

Any additional details relevant to the above requirements:

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