

Request for Quotation

(Goods & Services less than €50,000 in value)

Provision of an evidence based review of interventions aimed at promoting the resilience, mental health and well-being of An Garda Síochána members and staff

An Garda Síochána and the Policing Authority

SECTION 1: Key information

1.1 Context

This Request for Quote (RFQ) is an invitation to service providers to submit a quotation for the provision of an evidence based review of interventions aimed at promoting the resilience, mental health and well-being of An Garda Síochána members and staff.

This project is funded and managed collaboratively by An Garda Síochána and the Policing Authority.

1.2 Timeline

	Date	Time
Latest time for receipt of requests for clarification	02/02/2024	15:00
Deadline for Submission of Quotation	23/02/2024	15:00
Anticipated / Required Contract Start Date	WC 18/03/2024*	NA

*Note An Garda Síochána and the PA will review the submissions week commencing the 26th of February. Depending on the number of submissions received we hope to have identified the successful bidder by the 15th of March. We expect to kick off the work as soon as possible thereafter.

1.3 Point of Contact

- a. All queries relating to any aspect of this Competition or of this RFQ must be directed to the following eMail Peter.C.Smyth@GardaStaff.ie. Queries will be accepted no later than the date and time set out at 1.2 above unless otherwise amended by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact any Contracting Authority Staff directly regarding any aspect of this Request for Quotation.
- b. All responses to queries will be issued by the Contracting Authority via the nominated eMail address. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

- c. The Contracting Authority reserves the right to issue or seek written clarifications.
- d. The Contracting Authority reserves the right at any time before the Submission Deadline, to update or amend the information contained in this document and/or to extend the Submission Deadline. Participating Service Providers will be informed of any such amendment or extension through the nominated eMail.
- e. Participating Service Providers should ensure that they confirm their interest in submitting a quotation in order to receive clarification responses.

1.4 Developing and submitting your Quote

- a. You must use the Response Form provided further below.
- b. You may only include product brochures and appendices that are relevant to your response.

1.5 Manner for submitting your Quote

- a. Quotes must only be submitted by email/electronically to the following eMail address: Peter.C.Smyth@GardaStaff.ie
- b. Quotes sent by post or fax, or hard copy, will not be accepted.

1.6 Our RFQ Process, Terms and Conditions

- a. Offer Validity Period: In submitting a quote the service provider agrees that their quote will remain open for acceptance by An Garda Síochána and the Policing Authority for three calendar months from the Deadline for Quotations.
- b. This RFQ is subject to our standard terms and conditions, a copy of which accompanies this RFQ document (see appendix 2).

SECTION 2: Statement of Requirements

2.1. Introduction

An Garda Síochána and the Policing Authority are seeking proposals for an evidence based review of interventions aimed at promoting the resilience, mental health and well-being of An Garda Síochána members and staff.

2.2. The Policing Authority

The Policing Authority (“the Authority”) is an independent statutory body, established on 1 January 2016. The mission of the Authority is to drive excellent policing through valued and effective oversight and governance. Its main function is to “oversee the performance by the Garda Síochána of its functions relating to policing services” (section 62H(1)(a) of the Garda Síochána Act 2005 (“the Act”) as amended by the Garda Síochána (Policing Authority and Miscellaneous Provisions) Act 2015.

The Act provides for the full list of the Authority’s functions which include: to “promote and support the continuous improvement of policing in the State” (section 62H(1)(j)); to “promote public awareness of matters relating to policing services” (section 62H(2)(d)); and to “provide advice to the Minister with regard to best policing practice” (section 62H(2)(h)).

Additionally, section 62H(2)(g) of the Act provides that the Authority shall:

- “(g) undertake, commission or assist in research projects (including by way of public consultation) and other activities in respect of matters relating to policing services, which in the opinion of the Authority, may -
- (i) promote an improvement in standards for those matters and public awareness of them, or
 - (ii) contribute to a reduction in the number of complaints against members of the Garda Síochána in relation to those matters, and make recommendations to the Minister arising from those projects or activities ...”

Further information on the Policing Authority and its remit is available from the Authority’s website <https://www.policingauthority.ie/en>.

2.3. An Garda Síochána

An Garda Síochána is the national police service in Ireland and is responsible for all aspects of criminal law enforcement and national security. It is a single national organisation. The general direction and control of An Garda Síochána is the responsibility of the Garda Commissioner, who is appointed by the Government.

The structure in An Garda Síochána comprises a central Headquarters, based in Phoenix Park, Dublin 8, Geographical Operational Units and National Specialist Units.

An Garda Síochána is a community based organisation with approximately 17,500 personnel made up of Garda members, Garda staff and Garda reserves. It has officers located in every county in Ireland, listening to, acting and working with the community. By fostering and maintaining effective community partnerships, and ensuring a more visible Garda presence, An Garda Síochána works to achieve a reduction in crime and the fear of crime in communities.

Some of the core functions of An Garda Síochána include:

- the detection and prevention of crime;
- ensuring our nation's security;
- reducing the incidence of fatal and serious injuries on our roads and improving road safety;
- working with communities to prevent anti-social behaviour;
- promoting an inter-agency approach to problem solving and improving the overall quality of life.

Further information in relation to An Garda Síochána is available on the website at <http://www.garda.ie/>.

An Garda Síochána has established a 'What Works Network' to act as an evidence based policing chapter in Ireland.

'Evidence Based Practice' refers to the objective, balanced, and responsible use of current research and the best available data to guide policy and practice decisions, such that outcomes are improved. This approach involves police (An Garda Síochána) working with academics, partners and colleagues to create, review and use the best available evidence to inform and challenge policing policies, practices and decisions.

The purpose of the 'What Works Network' is to find the best ways to Keep People Safe. This will be achieved through the following objectives:

- Promote a culture of evidence-based practice – ensuring evidence informs policy & practice
- Access relevant research:
- Commission research (individually and collectively with other organisations)
- Identify and secure existing international research
- Prioritise courses made available by An Garda Síochána
- Target organisational research reports/dissertations/theses
- Create a Knowledge Centre, identifying and harnessing organisational research that is ongoing/complete
- Create an approval process for accessing organisational/policing data for research purposes
- Establish standards for how such research (2.3) is used
- Build partnerships and establish collaborative working practices with research/academic institutions and Think Tanks
- Identify and secure funding streams to support the development of relevant research
- Internationally scan for learning/ innovation and distribute to key organisational areas

- Identify thematic issues of note, enabling our personnel and academics to lead on What Works projects (e.g. anti-corruption, wellbeing, harm & reducing offending/vulnerability).

2.4. Call for Research

The research call is for an evidence based review of interventions which complement the existing Garda Síochána Health and Wellbeing Strategy, and aim to promote the resilience, mental health and well-being of Garda Síochána members and staff. **Detailed information on the research context is provided in Appendix 1.**

Research Objective: Is there any learning from policing or relevant first responder interventions in other jurisdictions that could be used to inform the development of the next Health and Wellbeing Strategy¹ and associated actions?

2.5. Focus of research

- Be targeted at upstream² and organisation wide approaches;
- Align to and build upon the existing Health and Wellbeing Strategy and associated actions;
- Draw on published reports of recent surveys conducted with Garda personnel as appropriate (specifically An Garda Síochána Health Needs Assessment and the 1st & 2nd Garda Cultural Audits) and
- Include an analysis of required organisational inputs and cost-effectiveness of different approaches
- Within these parameters, proposals should identify the most effective interventions (including but not limited to guidance documents, toolkits, training materials, webinars etc.) applicable to An Garda Síochána.

¹ The current Garda Health and Wellbeing Strategy is due to end in 2025 as such, work is currently being undertaken to develop its successor. It is envisioned that this project will feed directly into the next strategy.

² Upstream approaches are those that take a preventative, proactive and resilience building approach to promoting wellness, and protecting against the impact of trauma exposure
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2.6. Requirements

Tenderers must demonstrate that they meet the selection criteria in section 3.2. Tenderers who fail the selection criteria will be excluded from participating in the competition.

Tenderers are also required to address how they will meet the following requirements in respect of their proposed research project:

2.6.1. Methodology

Tenderers are required to provide an outline of the proposed research strategy and methodology, including the major steps and activities involved in the process. This should include:

- Any specific objectives that the project aims to achieve (considering the required focus of research outlined above)
- An overview of the proposed type of desk-based review and method
- Inclusion criteria including (but not limited to); jurisdictions of interest, types of blue-light services, types of interventions and strategies, outcome(s) of interest. A rationale should be provided for the outlined criteria
- The process to assess the quality of the included interventions and applicability to the Garda Síochána
- Any potential limitations of the methodology and appropriate measures for mitigation.

Where appropriate, Tenderers should clearly demonstrate:

- Processes in place to ensure data management is in compliance with the General Data Protection Regulations; and
- The nature of the peer quality assurance controls which will be put in place
- A brief discussion on contingency plans if fieldwork is stalled for any reason, (to include turnover in personnel).

2.6.2. Project deliverables

The successful Tenderer will be required to undertake a piece of research relevant to the research objective outlined above and produce a report of the research to a publishable standard within agreed timeframes (as will be contractually specified).

Specifically, deliverables must include:

- A detailed plan for the work, to be agreed before commencement of work, including agreed milestones and timeframes
- Monthly update reports to be provided, setting out progress made, difficulties to be addressed etc.
- An Interim report detailing methodology, and outlining preliminary findings and progress to date written to a publishable standard, and approved as such by An Garda Síochána and the Authority. The Interim report is to be approved by an evaluation team appointed by An Garda Síochána and the Policing Authority;

- A Draft final report to include:
 - An Executive Summary setting out the key findings;
 - Sections detailing the methodology, detailed findings, conclusions and recommendations, supported by appropriate qualitative and/or quantitative data; and
 - Implementation of comments and queries on the interim report.
- Presentation on key findings of the Draft report;
- A final report (and/or other materials where relevant) edited to respond to comments and queries on the draft final report, written to a publishable standard as evaluated by An Garda Síochána and the Authority;
- Participation in any dissemination deemed appropriate by An Garda Síochána and the Authority.

2.6.3. *Timeframe*

The Authority and An Garda Síochána are eager that the Tenderer will be ready to start as soon as possible and asks that Tenderers specify how soon they would be in a position to commence the work. Duration of the tender will be no more than six months after the awarding of the tender. The Authority and An Garda Síochána reserve the right to extend the tender for a period or periods of up to six (6) months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

2.6.4. *Costs*

Tenderers must provide a detailed breakdown of researcher time and costs as outlined in section 4. The total budget available to An Garda Síochána and the Policing Authority is €20,300 (exclusive of VAT). Any applications in excess of €20,300 will be disqualified during the compliance stage. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some €20,300 (exclusive of VAT) over the Term and any possible extensions.

SECTION 3: Our Evaluation Approach

3.1 Evaluation Model

The evaluation model that will be used in this project will be to shortlist only those quotations that meet the pre-conditions and are capable of full delivery on time. These then will be assessed objectively against the stated award criteria (putting higher weightings on more important criteria) to arrive at the highest score, i.e. the preferred option.

3.2 Selection Criteria

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

3.2.A *Economic and Financial Standing*

Tenderers are required to provide evidence of Tax Clearance by way of a Tax Access Number and Tax Reference Number to allow the Contracting Authority to validate the Tenderer's Tax Status through the Revenue Online Service (ROS).

In the event that the Tenderer is a Non-Irish Registered Company the Tenderer will be required to provide a TC1 (Tax Clearance Certificate) from the Irish Revenue Commissioners.

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

3.2.B *Technical and Professional Ability*

Tenderers must provide details of at least two previous comparable projects. Details must include: nature and scope of research project; name of team members involved; methodology used; output from research; a referee for each project.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Tenderers must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

All contracts must have been completed and successfully delivered to the client in question within the past 5 years. A contract means an appointment in writing between the tenderer and the client in respect of a specific project.

If An Garda Síochána or the Policing Authority is being used as a contract reference, the other contracts must be external to An Garda Síochána and the Policing Authority. Any of these may be checked for references.

The chosen project should demonstrate that Tenderers have a level of experience to provide high quality services of a similar type to those sought herein.

1. The projects must have been conducted in a relevant field, for example:
 - a. Resilience, mental health and well-being of policing/blue light services;
 - b. Mental health;
 - c. Research and/or delivery of trauma informed services, policies and practices;
2. The projects should demonstrate a broad based expertise in both qualitative and quantitative research

Please note that two relevant contracts must be submitted. The contracts must demonstrate the successful delivery of the service as identified in Section 2 above.

3.3 Award Criteria

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

Evaluation Model				
Award Criteria		% Weighting	Maximum Marks Available	Minimum Marks Required
Tenderers are asked to address each of the criteria detailed below with specific reference to the specification of requirements				
A.	Expertise and experience of personnel involved	30%	300	150
B.	Quality and Relevance of research design and methodology	40%	400	200
C.	Project management and timelines	10%	100	50
D.	Total cost of providing services	20%	200	NA
		100%	1,000	NA

The Technical Award Criteria (A, B and C) above will be scored using the evaluation matrix below.

Scoring Methodology for Award Criteria A, B, and C

Weighting	Score Summary
91% - 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.

Weighting	Score Summary
71% - 90%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
50% - 70%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
26% - 49%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 25%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Bidders should specifically note that the Contracting Authority will not become involved in protracted clarification discussions and correspondence arising from the failure of providers to supply the requisite information to support their bid. It is for bidders to ensure that sufficient information is provided to ensure full consideration of their proposal. Unless identified otherwise, products or services offered will be assumed to be an essential part of the solution.

3.4 Vetting/Security Clearance

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

- (a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- (b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
- (c) The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

SECTION 4: Pricing Information

1.1 Pricing information to be provided by service providers

Tenderers must provide the total cost in Euros (€) for providing the complete project. This sum shall include all costs, for example:

- The number of days per team member, the daily rate per team member, and the total cost per team member
- Any other costs associated with the provision of all work required to satisfy the requirements set out in this tender.

The total overall cost should be provided in Table 1 below. The total cost is the fee to carry out all of the work required to satisfy the requirements set out in this RFQ; this sum shall include all costs (i.e. including but not limited to staff costs, equipment, administration costs, travel & subsistence, profit margin and all other costs/expenses).

The costs shall be exclusive of VAT. This is a fixed price contract.

Table 1: COST	
Total overall cost (excluding VAT)	

In addition, please provide a detailed breakdown of costs under the headings below in the Tender Proposal Form.

Breakdown of costs						
Element	Team member responsible (where appropriate)	No of days (where appropriate)	Rate per day (where appropriate)	€ Cost (ex. VAT)	VAT rate	€ Total incl. VAT

Submitted tenders should confirm that the price quoted will remain valid for 6 months commencing from the closing date for receipt of tender.

Request for Quotation

Service Provider Response

[insert service provider name]

Service Provider Details

Name:	[insert service provider name]
VAT Number	Click here to enter text.
Tax Access Number	Click here to enter text.
Postal Address:	Click here to enter text.
Contact Person or Persons:	Click here to enter text.
Telephone:	Click here to enter text.
Email:	Click here to enter text.
Internet address (web address) (if applicable)	Click here to enter text.

Confirmations

I submit the following quote in response to your RFQ. I confirm that [insert service provider name] is able to deliver the requirements as follows:

- To the required standard
- By the delivery date
- Validity Period
- T's & C's accepted

Response

Tax Clearance

Tenderers are required to provide evidence of Tax Clearance by way of a Tax Access Number and Tax Reference Number to allow the Contracting Authority to validate the Tenderer’s Tax Status through the Revenue Online Service (ROS).

In the event that the Tenderer is a Non-Irish Registered Company the Tenderer will be required to provide a TC1 (Tax Clearance Certificate) from the Irish Revenue Commissioners.

- (i) Please enter your Tax Reference Number and Tax Access Number.

Requirement	Response
Tax Reference Number	
Tax Access Number	

- (ii) In the event that the Tenderer is a Non-Irish Registered Company the Tenderer will be required to provide a valid TC1 (Tax Clearance Certificate) from the Irish Revenue Commissioners. Please confirm that you have a TC1 Certificate or that you have applied for one.

Requirement	Response
Valid TC1 Held	
TC Applied For	

Previous Experience – Research Projects

Tenderers must provide details of at least two previous comparable projects. Details must include: nature and description of research project; name of team members involved; methodology used; output from research; a referee for each project.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Tenderers must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

All contracts must have been completed and successfully delivered to the client in question within the past 5 years. A contract means an appointment in writing between the Tenderer and the client in respect of a specific project.

If An Garda Síochána or the Policing Authority is being used as a contract reference, the other contracts must be external to An Garda Síochána and the Policing Authority. Any of these may be checked for references.

Please note that two relevant projects must be submitted. The projects must demonstrate the successful delivery of the projects, taking into account the specifications outlined in section 3.2.B.

Project 1				
Start Date - End Date				
Client Name & address				
Client contact person:	<table border="1"> <tr> <td></td> <td>Phone no:</td> <td></td> </tr> </table>		Phone no:	
	Phone no:			
Nature and scope of the Project Note: If this project formed part of a wider project where others were involved please state your role within the overall project and how you interacted with the others involved.				
Details of the project, including methodology used				

Research Team Members	
Approx. Value € of the Services provided under the Project	
Please indicate <u>in detail</u> the extent to which this project is comparable to the requirements outlined above in section 2.6.	

Project 2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no:	
Nature and scope of the Project Note: If this project formed part of a wider project where others were involved please state your role within the overall project and how you interacted with the others involved			
Details of the project, including methodology used			
Research Team Members			
Approx. Value € of the Services provided under the Project			

Please indicate **in detail** the extent to which this project is comparable to the requirements outlined above in section 2.6.

Qualitative Technical Proposal

Tenderers are now required to provide more in-depth details, which clearly demonstrate the quality, suitability and functionality of their proposed solution in relation to the following:

(Note: Only text to be used in response, no screenshots or pictures are admissible, unless specifically requested)

6.1 Expertise and experience of personnel involved (300 Marks)

Requirement:

Provide details of all personnel involved in the project. A Curriculum Vitae (a maximum of two pages per CV) using the CV Template below should be appended for each member of the proposed research team.

All Tenderers must demonstrate that they have the level of experience to provide high quality services of a similar type to those sought herein (in Appendix 1):

1. That the Tenderer who is leading the application has at least 5 years' experience in a relevant fields, for example:
 - a. Researching resilience, mental health and well-being of policing/blue light services;
 - b. Researching mental health;
 - c. Research and/or delivery of Trauma informed services, policies and practices;
AND
 - d. Experience of conducting evidence based reviews.

2. The Tenderer is required to demonstrate that it has excellent knowledge of the policing context in the Republic of Ireland.
3. The Tenderer is required to demonstrate that it has broad based expertise in both qualitative and quantitative research.
4. That the Tenderer has successfully delivered at least two comparable projects in this or a related field, demonstrating proven ability to design, conduct, analyse, document and present the findings of a research project similar in nature and scope to that sought in this RFQ.

Provide Details of the team in the table below. Copy table sections to add additional personnel details as required.

Please list each resource who you propose will be directly involved the delivery of the required services.

Name	Level of Experience	Proposed Role
------	---------------------	---------------

Click here and insert name	Click here and insert Professional Grade	Click here and insert details
Click here and insert name	Click here and insert Professional Grade	Click here and insert details
Click here and insert name	Click here and insert Professional Grade	Click here and insert details

Please provide a biographical summary for each Proposed Resource.	
Name	Click here and insert response
Position in Organisation	Click here and insert response
Role	Click here and insert response
# of Years in industry	Click here and insert response

Educational/Professional/Training Record		
Description	Year Obtained	Accreditation Body
Click here and insert response	insert yr	Click here and insert response
Click here and insert response	insert yr	Click here and insert response
Click here and insert response	insert yr	Click here and insert response
Click here and insert response	insert yr	Click here and insert response

Employment Record		
Employer	Period	Position and Key Expertise
Click here and insert response	insert period	Click here and insert response
Click here and insert response	insert period	Click here and insert response
Click here and insert response	insert period	Click here and insert response
Click here and insert response	insert period	Click here and insert response

Specialist Knowledge - Experience, Competencies and Skills
Insert Response here to Specialist Knowledge

Previous and Relevant Experience Details

Insert Response to Previous and Relevant Experience

Availability of resource for the term of the Project Details

Insert Response to Availability of resource for the term of the contract

6.2 Quality and Relevance of research design and methodology (400 Marks)

Requirement:

The proposal must address all of the requirements specified in Section 2, including (but not limited to) a detailed outline of the following:

- Demonstrate how the research objectives set out in section 2 of the RFQ will be achieved.
- Detailed description of the methodology to be used, including justification for choice of methodology, and how methodological challenges will be addressed.

Evidence:

Tenderers are required to provide an outline of the proposed research strategy and methodology, including the major steps and activities involved in the process. This should include:

- An overview of the proposed type of desk-based review and method.
- Inclusion criteria which should include (but not limited to); jurisdictions of interest, types of blue-light services, types of interventions and strategies, outcome(s) of interest. A rationale should be provided for the outlined criteria.

6.2 Quality and Relevance of research design and methodology (400 Marks)

- The process to assess the quality of the included interventions and applicability to the Garda Síochána.
- Any potential limitations of the methodology and appropriate measures for mitigation.

Where appropriate, Tenderers should clearly demonstrate:

- Processes in place to ensure data management is in compliance with the General Data Protection Regulations; and
- The nature of the peer quality assurance controls which will be put in place.
- A brief discussion on contingency plans if fieldwork is stalled for any reason.

[Insert Response – Expand Space as Necessary]

6.3 Project management and timelines (100 Marks)

Requirement:

Tenderers must provide a detailed plan for the work, to be agreed before commencement of work, including agreed milestones and timeframes.

Evidence:

Insert detailed project plan including a Gantt chart specifying: the required tasks/outputs and dates for completion for each element of the work; time spent on each task/output in person days; and the member (or members) of the research team responsible for each task/output (to include number of days for each person).

Please make this as detailed as possible and consider the distribution of tasks in line with skill requisites and team member availability. Also consider, and include contingency plans.

[Insert Response – Expand Space as Necessary]

Pricing

Tenderers must provide the total cost in Euros (€) for providing the complete project. This sum shall include all costs, for example:

- The number of days per team member, the daily rate per team member, and the total cost per team member
- Any other costs associated with the provision of all work required to satisfy the requirements set out in this tender.

Tenderers must provide a detailed breakdown of researcher time and costs as outlined in section 2.6.4. The total budget available to An Garda Síochána and the Policing Authority is €20,300 (exclusive of VAT). Any applications in excess of €20,300 will be disqualified during the compliance stage.

The total overall cost should be provided in the table below. The total cost is the fee to carry out all of the work required to satisfy the requirements set out in this RFQ; this sum shall include all costs (i.e. including but not limited to staff costs, equipment, administration costs, travel & subsistence, profit margin and all other costs/expenses).

The costs shall be exclusive of VAT. This is a fixed price contract. Tenderers are required to submit their response to the Pricing Schedule as a separate document only and return in the file format provided as attachment 2;

Submissions regarding the Pricing Tables must be quoted in Euro/Cent, excluding VAT;

Prices to be listed in following format €xx,xxx.xx

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

Detailed description of Services proposed must be attached to the Pricing Schedule.

Ensure that all sections and tables in this section are fully completed. Add line items to the respective tables if required to ensure that all project costs are fully captured.

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

Tenderers must NOT:-

- Insert additional text in this document, save in the tables provided
- Propose any revised or additional fee pricing models;
- List assumptions, additional proposals, delete or amend details in this document;
- Propose any counter-offers or qualifications (which may, depending upon their materiality, result in the elimination of the submission in question).

Our **total price** for delivery of the requirements is **€Click here to enter text.** exclusive of VAT

A breakdown of the price is as follows;

Overall cost of project excluding VAT						
Breakdown of costs						
Element:	Team member responsible (where appropriate)	No of days (where appropriate)	Rate per day (where appropriate)	€ Cost (ex. VAT)	VAT rate	
TOTAL:						

Authorisations & Sign Off

I have been authorised to submit this quote on behalf of **[insert service provider name]**

Signature:

Full name:

[Click here to enter text.](#)

Title/Position:

[Click here to enter text.](#)

Date:

[Click here to enter a date.](#)

Declaration as to Personal Circumstances of Service Provider

Re: Request for Quotation: [Insert Title]

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), having been duly authorised by [\[Click here and insert name of entity\]](#) sincerely declare that [\[Click here and insert name of entity\]](#) itself or any person who has is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) or has powers of representation, decision or control in [\[Click here and insert name of entity\]](#):

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority [\[Click here and insert name of entity\]](#).
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (h) That the preparation of the Tender was carried out independently.
- (i) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

- (j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (k) Is not guilty of grave professional misconduct.
- (l) Has not entered into agreements with other economic operators aimed at distorting competition.
- (m) Is not aware of any conflict of interest due to its participation in the Competition;
- (n) Has not had any prior involvement in the preparation of the Competition;
- (o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (q) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- (r) I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) at _____ this _____ day of _____ 20

(signed)
Practising Solicitor/Commissioner for Oaths

Appendix 1 Context of Research

A range of factors affect everyone's wellbeing but good mental and physical health are crucial pillars to strengthen resilience and ability to cope with daily life. There is no doubt that policing as a profession has unique challenges and hazards. In recognition of this, An Garda Síochána and the Policing Authority are co-funding a research project in the area of 'upstream' supports and interventions for trauma resilience in policing. Upstream approaches are those that take a preventative, proactive and resilience building approach to promoting wellness, and protecting against the impact of trauma exposure.

The health and wellbeing of Garda personnel is an important area for policing and policing oversight and both organisations want to ensure that appropriate services and supports are available to all, as required.

Research conducted across policing and other emergency services has determined that people who experience untreated trauma can experience a number of negative consequences, while interventions can reduce such impacts. Across recent surveys conducted with Garda personnel, trauma, stress, mental health and the stigma surrounding these topics have been raised as areas where further improvements are needed.

An Garda Síochána and the Policing Authority are seeking to identify interventions to complement the existing Health and Wellbeing supports available to Garda personnel, to support those who have experienced trauma and/or foster individual and team resilience to trauma at an organisational level.

Background

An Garda Síochána is the national police service of Ireland, with approximately 17,500 personnel made up of Garda members, Garda staff and Garda reserves. The mission of An Garda Síochána is "Keeping People Safe".

An Garda Síochána is directed and controlled by the Garda Commissioner. An Garda Síochána is unique among policing services internationally as a unitary body responsible for the security of the State and the provision of policing services. The two functions are united by an underpinning philosophy: the protection of the individual and the safety of communities. An Garda Síochána is in and of the community and community policing is the key to and at the core of the ethos of the Organisation.

Further information in relation to An Garda Síochána is available on the website at <http://www.garda.ie/>.

An Garda Síochána has conducted a number of surveys into the health and wellbeing of Garda personnel and organisational culture. Only the most contemporary of these (2018 onwards) have been included below. Many points made evident by the surveys have been addressed through the Garda Health and Wellbeing Strategy and other interventions. While these are commendable and positive, there is room for consideration of further interventions to enhance the supports for the health and wellbeing of Garda personnel.

Additionally, significant research has been conducted into the role and impact of trauma in other police forces and across emergency services. While this is an important and valuable resource for understanding the impact of trauma in An Garda Síochána and in developing new approaches, it is essential that the interventions introduced are appropriate and proportional to the context in which An Garda Síochána operates.

The Future of Policing in Ireland 2018³

The Future of Policing in Ireland report was produced by the Commission on the Future of Policing in Ireland in 2018. The Commission was established in 2017 to conduct an extensive review of policing in Ireland and to produce recommendations for change, which resulted in the transformation programme A Policing Service for our Future (APSFF) which began in 2019 and is still being implemented. The report covers a broad range of topics relating to policing which provides a beneficial encompassing view of the culture and structure of An Garda Síochána. More specifically, in relation to trauma and workforce wellbeing, the report recommended the following:

- introduction of mandatory counselling after traumatic events (a mandatory psychological supervision programme has since been implemented for members working in areas that have been risk assessed as involving regular non-discretionary exposure to severe psychological hazards),
- a wellness programme (resulting in the Garda Health and Wellbeing Strategy and implementation Plan 2021-2025),
- tailored rosters,
- improved systems and equipment
- fostering an environment of psychological safety.

GRA Wellbeing Survey 2018⁴

This survey was published in 2018 by the Garda Representative Association (GRA) “to provide a baseline quantitative and qualitative assessment of issues related to trauma and wellbeing for rank and file members of An Garda Síochána, and provide recommendations related to the survey findings.” The GRA represents members of An Garda Síochána of Garda rank. Of the 5,828 members canvassed 2,200 members responded, a response rate of 37.82%.

Findings from the GRA survey indicate that 82.44% of operational Garda reported an experience of trauma which is at the upper end of reported ranges in other police forces. Additionally, males report a higher prevalence of trauma than female respondents, which is consistent with the literature. In assessing the symptoms of trauma amongst Garda, 56% report experiencing one or more symptoms typically associated with post-traumatic stress. Symptom types included avoidance, nightmares, numbness, detachment, guilt and self-blame. In the analysis of free text responses, the top three themes mentioned were – Management, Equipment, IT & Facilities, and Support.

An Garda Síochána Health Needs Assessment 2019⁵

In 2019, An Garda Síochána commissioned Crowe to undertake a Health Needs Assessment of Garda members and staff. 17,020 individuals across ranks and grades were invited to participate in the survey conducted with 5,248 submitting a response, a rate of 30.83%. The findings from the report fed directly into the Garda Health and Wellbeing Strategy 2021-2025.

The survey assessed physical health, mental health, trauma, health and wellbeing at work, and An Garda Síochána health and wellbeing supports. Key findings under trauma and health and wellbeing supports include:

³ The Future of Policing in Ireland, *The Commission on the Future of Policing in Ireland*, 2018

⁴ <https://www.gra.ie/documents/GRA-Wellbeing-Survey-2018-Final.pdf>

⁵ An Garda Síochána Health Needs Assessment 2019

T.055/2023 RFQ Provision of an evidence based review of interventions aimed at promoting the resilience, mental health and wellbeing of An Garda Síochána members and staff

A strong divide between the experiences of Garda staff and members with regard to trauma at work; 87% of Garda members reported experiencing trauma occasionally or frequently, compared to 15% of Garda staff.

Only 16.9% of respondents reported that they had availed of supports offered by An Garda Síochána in relation to trauma.

There is a generally high awareness of supports offered by An Garda Síochána e.g. 82% of Garda members and staff are aware of the Peer Supporters Network, however, there is disparity between Garda members and Garda staff in reported awareness. While 90% of members were aware of the network, only 54% of staff were; this trend is generally replicated across other services, e.g. 71% of members were aware of the Helpline and counselling service, but only 50% of staff.

Those who sought support were generally happy with the service; across supports that are offered reports of 'happy with the support provided by this service' ranged from 65-96%.

The survey also provided crucial qualitative data. Over 1,700 respondents availed of the opportunity to submit any comments or observations at the end of the survey in relation to their health and wellbeing. Responses ranged from a single sentence to detailed submissions. These comments were carefully considered and many are directly addressed in the goals and actions of the Garda Health and Wellbeing Strategy.

1st and 2nd Garda Cultural Audits^{6 7}

The first Garda Cultural Audit was commissioned in 2017 as part of a previous transformation programme, the Modernisation and Renewal Programme. The audit aimed to establish a baseline set of measures with regards to culture and ethics in An Garda Síochána. A second Culture Audit was published in 2022. The first and second audits had response rates of 40% and 34.6% respectively.

Each asked Garda personnel of all ranks and grades for their opinions on matters such as wellbeing, job satisfaction, management and organisational change, with the second audit focussing on wellbeing to a somewhat greater extent. The second Cultural Audit measured emotional energy as key indicator of overall wellbeing with Garda members reporting low levels of emotional energy. In particular, 51.2% noted that they had experienced high levels of fatigue and 16.5% experienced very high levels of fatigue in the previous fortnight. Further, the audit looked at both challenge and hindrance stressors to explore how work demands and stressful situations impact on a Garda member.

The Audit found that Garda members experience, on average, a high level of challenge stressors along with a high frequency of hindrance based stressors. The Audit noted that experiencing these hindrance stressors have a negative impact on a member's wellbeing leading to emotional exhaustion and fatigue. One way of managing the impact of hindrance stressors is understanding the importance of recovery from work based stress; including a person's ability to separate work and their personal time. When this was measured, the members reported a moderately low level of detachment from work, indicating that members may not have enough space to detach and recover from their work.

⁶ Play Your Part Cultural Audit of An Garda Síochána, PWC, 2018

⁷ Culture Audit: Your Voice Our Future, Durham University Business School, 2022

T.055/2023 RFQ Provision of an evidence based review of interventions aimed at promoting the resilience, mental health and wellbeing of An Garda Síochána members and staff

Garda Síochána strategies and approaches

Garda Health and Wellbeing Strategy 2021-2025

The Garda Health and Wellbeing Strategy was published in May 2021 and sets out a strategic action plan for 2021-2025 to ensure that our vision for the health and wellbeing of all personnel is embedded across the organisation and reflected not only in policies and procedures, but also in our interactions with one another. The Strategy is informed by data gathered from the Health Needs Assessment Survey in 2019, in which over 5,000 Garda members provided feedback on their health and wellbeing experiences in An Garda Síochána. Whilst the Health and Wellbeing Strategy referenced Covid-19 and its impact, as evidence was still unfolding it did not address the long term health and wellbeing impact of the pandemic. Some key initiatives of the Strategy are outlined below (see Table 2).

In recognition of the resourcing challenges and the impact that the Covid-19 pandemic had on the Occupational Health Service it was agreed by the Garda Executive to align the Garda Health and Wellbeing Strategy to the 'Healthy Ireland at Work' - A National Framework for Healthy Workplaces in Ireland 2021-2025 strategy; this resulted in the Garda Health and Wellbeing Strategy and Action Plan were extended from 2023 to 2025.

In relation to trauma, the strategy calls for the implementation of a Post traumatic incident Support, Review and Signposting (PSRS) procedures document and design and deliver a protocol for PSRS. The initiative is intended to effectively manage the health, wellbeing and welfare needs of individuals who are or have been exposed to a traumatic event at work, with an awareness of the cumulative effects of a number of such incidences in a short space of time or of the re-traumatising effect of reviewing evidence or testifying about the experience. There is a procedure in place but it has not been formalised.

Table 2: Key Initiatives under the Garda Health and Wellbeing Strategy

Garda Health and Wellbeing Strategy 2021 to 2025	
1.3.1	Promote usage of key supports, including Garda Employee Assistance Service, Peer Supporters and Garda Occupational Health Service
1.3.2	Run information campaign on enhanced 24/7 counselling service
1.4.1	Produce and publish mandatory post-traumatic incident support, review and signposting (PSRS) procedures document
1.4.3	Expand risk assessment and support for those in high risk roles which include exposure to psychological hazards
1.4.4	Examine the introduction of (mandatory) periodic psychological supervision* (mandatory counselling) for Garda personnel, and identify appropriate procedures for implementation
2.1.1	Launch a Wellbeing App to support the promotion of health and wellbeing education and services, and disseminate police-specific health and wellbeing information on a 24/7 basis
2.1.4	Drive development of policy** on Menopause
2.2.1	Publish Mental Health Statement of Intent
3.1	Establish partnerships with various organisations including Oscar Kilo, National Office for Suicide Prevention and state bodies

***1.4.4 The preferred approach is mandatory period psychological supervision rather than mandatory counselling.**

****2.1.4 The agreed approach was the development of a Menopause Guidance document instead.**

Employee Assistance Service

The Garda Employee Assistance Service (EAS) is a 'proactive response by An Garda Síochána to support and assist in managing and resolving work and personal difficulties'⁸. EAS offers comprehensive impartial support for Garda members, their families and retired members of external police services resident in the state.

Health and Wellbeing Supports & Signposting

Through Inspire Wellbeing, Garda personnel may avail of up to eight (8) free counselling sessions per annum. The Garda website offers a wellbeing toolkit, provided by Inspire Wellbeing, and information sections on common concerns for Garda personnel and their families.

The 'Keeping Our People Safe (KOPS) App, launched in 2021, provides all Garda personnel access to information, advice and signposting and to speak to someone 24 hours a day, 365 days a year. The App is automatically installed on the Work Side of Active Mobility devices and is available to install on personal devices as well as on the Personal Side of Active Mobility devices.

⁸ <https://kops.garda.ie/useful-contacts/employee-assistance-service/>

Some insights on usage;

- 14,656 users - March 2022 to 2023
- The most visited pages - 'Useful Contacts' followed by 'Common Concerns'
- There has been over 170,933 page views across the app.

Psychological Supervision

The Psychological Support Programme (PSP) includes both mandatory and voluntary elements of psychological support for Garda personnel working in certain areas risked assessed as particularly psychologically hazardous in nature. The PSP provides general psychological and wellbeing support aimed at avoiding and mitigating the risk of indirect trauma/stress through nature of work exposures. The focus is on prevention rather than intervention. PSP has in-built escalation to therapeutic intervention where this is required or identified as needed. Areas covered in the initial rollout include the Garda National Cyber Crime Bureau, the Garda National Protective Services Bureau, Divisional Protective Services Units, and Specialist Child Interviewers.

A 12-month evaluation of the Psychological Support Programme (PSP) was conducted. Following this evaluation, three additional sections have been included in the PSP; Garda National Technical Bureau (GNTB), Divisional Scenes of Crime Unit (DSOC) and Forensic Collision Investigators (FCIs).

Mental Health First Aid (MHFA)

It was identified from the Health Needs Assessment Survey that mental health is a priority issue for Garda personnel. In the Health and Wellbeing Strategy, An Garda Síochána committed to delivering various training and other interventions to engender and support good mental health in the workplace. Delivering MHFA to personnel is an important step in this journey.

In 2022, the Garda National Wellbeing Office (GNWO) delivered five pilot MHFA training courses involving staff across sections and ranks/grades in the organisation. In Q1 2023, a review of the MHFA pilot programme was completed by the GNWO on behalf of the Chief Medical Officer (CMO). The feedback was very positive. As a result, and with support from the Senior Leadership Team (SLT), a decision was made to roll out this programme to the whole organisation. The next steps are to build capacity internally to deliver MHFA training to all personnel over 2023/2024. Funding has now been approved to deliver the training programme for An Garda Síochána. This funding will enable MHFA Ireland Instructors to deliver a facilitated train-the-trainer programme to provide accredited MHFA Instructors within An Garda Síochána and fund the roll out of MHFA training to all Garda personnel.

International and Cross-sectoral Research

Research into police services in other jurisdictions as well as into other blue-light services can offer further insight into the effects of trauma or poor wellbeing as well as into interventions that can improve outcomes. It is encouraged for these insights to be considered for this research where circumstances align with the experiences and context of An Garda Síochána.

Appendix 2: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFQ, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately

- replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
- i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful Tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, quality criteria, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client’s Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client being in possession of the Contractor’s current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFQ. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
 9. the Client shall be under no obligation to purchase any minimum number or value of Services.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
- 100% of the Charges in Dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100% per cent of the Charges in Dispute. In such event the Client shall identify the particular Services with which it

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

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

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

- (i) procure the necessary rights for the Client to continue use;
 - (ii) replace the relevant deliverable with a non-infringing equivalent;
 - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
 1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject

- to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT (“the Confidentiality Agreement”).

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

1. in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for [insert number] calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into

- examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
 - D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
 - E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client (“Employment Information”). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 1. liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor’s premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable

directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a T.055/2023 RFQ Provision of an evidence based review of interventions aimed at promoting the resilience, mental health and well-being of An Garda Síochána members and staff

third party at any time during the currency of the Agreement.

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

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

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

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

21. ACCESS TO PREMISES

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

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

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them: "Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;
 - "Data Controller" has the meaning given under the Data Protection Laws;
 - "Data Processor" has the meaning given under the Data Protection Laws;
 - "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.
 - "Data Subject" has the meaning given under the Data Protection Laws;
 - "Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - "Personal Data" has the meaning given under Data Protection Laws;
 - "Processing" has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
- (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.