

Invitation to Tender

FOR

THE PROVISION OF AUDIT SERVICES FOR
SAINT JOHN OF GOD HOUSING ASSOCIATION CLG

Date: 31st January, 2024

Proposals must reach Saint John of God Housing Association by email to housing@sjog.ie before 8pm on Monday 19th February 2024 (Irish time)

Alterations of any kind whatever made by the Tenderer in the terms of these documents will render his/her tender liable to be inadmissible.

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1.0 Tender Definitions

For the purposes of this Tender, the following definitions shall apply:

Contract means the formal written agreement executed between Saint John of God Housing Association clg and the Contractor(s) for the provision of the Services requested in this ITT.

Contractor(s) means such person(s), firm(s), company(ies), partnership(s), corporation(s) with whom a Contract is entered into by Saint John of God Housing Association to provide the Services (as defined below). The Contractor will be the prime Contractor and shall be responsible in total for any/all the work of its sub-contractor(s) and for their acts and omissions as if they were the Contractor's own acts and omissions.

ITT means this Invitation To Tender including all Schedules and Appendices thereto.

MEAT means the most economically advantageous tender.

Services means the provision of all Services as outlined in the Specification in Schedule B.

Specification means the Specification of Requirements as set out in Schedule B.

Tender means all documentation and materials submitted by a Tenderer in response to this ITT, including for the avoidance of doubt the documentation and materials submitted by the Contractor.

Tenderer means any person(s), firm(s), company(ies), partnership(s), corporation (s) or other commercial entity submitting a Tender in response to this ITT.

VAT means Value Added Tax.

1.0 Introduction

2.0 About the Contracting Authority

Saint John of God Housing Association is an approved housing body providing permanent tenancies to people with intellectual disability, enduring mental illness and other needs. Our headquarters is in Tallaght, Dublin 24.

We are regulated by the Approved Housing Bodies Regulatory Authority and by all other regulators proper to registered charities. We work in partnership with Saint John of God Community Services clg and others who provide care and support to our tenants, and with Saint John of God Hospitaller Services Group Company for shared services, although we are not a subsidiary.

We currently manage 465 units of accommodation in 176 properties across 5 counties. We have 8.3 whole time equivalent staff members including CEO and three members of the senior management team. We have a voluntary Board with 9 Board members which is in accordance with charities regulation.

3.0 Schedule A Instructions to Tenderers

Please read this tender documentation carefully and complete all forms as requested. Failure to provide all the requested information may result in your tender being deemed non-compliant.

3.1 Conditions of Tender

The Conditions of Tender as specified in Appendix 2 apply in respect of this tender and should be noted in the tender documentation. **Confirmation of Acceptance** is required by the respondent and any third parties, of all of the Conditions of Tender described in Appendix 2 of this Invitation to Tender. Tenderers are advised that failure to comply with Conditions of Tender may result in the elimination of a tender from the process.

3.2 Procedure

3.2.1 Tendering Procedure

Responses to this tender must be received by email to housing@sjog.ie by 8pm on Monday 19th February 2024.

3.2.2. Tender Response Timetable

The following table outlines the schedule for submission of Tenders

Action	Method	Date/Deadline
Receipt of queries and clarification requests	Email to housing@sjog.ie	13 th February, 2024
Response to queries and clarification requests by Saint John of God Housing Association – which will be notified to all interested parties.	Email to housing@sjog.ie	17 th February, 2024
Closure date for receipt of tenders by Saint John of God Housing Association	Email to housing@sjog.ie	19 th February 2024, 8pm

3.2.3 Return of Tender

Submission of tenders is via email. Word, excel or PDF files should be provided. Proposals will be privately reviewed. Late or incomplete proposals not conforming to the requirements of this Invitation to **Tender** will not be considered.

Please note that faxed, e-mailed or hardcopy tender submissions will **not** be accepted.

3.2.4 Queries and Clarification Requests

All responses to queries raised should be emailed to housing@sjog.ie by Tuesday 13th February. Saint John of God Housing Association accepts no responsibility for the successful delivery of e-mail. Saint John of God HA will endeavour to respond by Saturday 17th February. All responses will be sent to all interested parties. No other communication may be entered into with any employee of Saint John of God Housing Association in relation to this invitation to tender during the tendering period.

3.2.5 Clarifications during Evaluation Period

During the evaluation period, clarification may be sought in writing or via e-mail from candidates. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from candidates will be entertained during the evaluation period. A number of the most competitive candidates may be invited to make presentations on their proposals for the purpose of elaboration, clarification and/or aiding understanding.

3.2.6 Publication

Please note that all information relating to this tender, including tender documentation, clarifications and changes, will be published on the sjog.ie/housing web-site.

3.3 Qualification/Evaluation of Tenders

3.3.1 Qualification Process

Tenders must satisfy all of the following criteria in order to be considered a valid tender:

- (a) Tenders must be submitted on time and in the format specified in Appendix 7.
- (b) Tender documentation must be complete as specified in Section 4.6 of this document.
- (c) All parties to the tender must be able to satisfy all of the Conditions of Tender as specified in Appendix 2 of this document.

Only those tenders that meet all of the above qualifying criteria will be eligible for inclusion in the evaluation process.

3.3.2 Evaluation and Opening of Tenders Process

The opening of tenders will occur promptly after the closing date/time at Saint John of God Housing Association in the presence of designated officers of Housing Association.

The contract may be awarded from the qualifying valid tenders on the basis of MEAT, the most economically advantageous tender using the award criteria and weighting as outlined in Section 7 - Schedule D.

3.4 Notification of Results of Competition

When, following completion of the tender evaluation, a most economically advantageous bid emerges, Saint John of God Housing Association will notify the successful Tenderer in writing that he/she is the preferred bidder. In addition, letters will issue to the unsuccessful Tenderers, notifying them of the result.

3.5 Period of Validity

Tenders shall be valid for 6 months from the closing date for receipt of tenders.

3.6 Response to Tender Checklist

In responding to this Invitation to Tender, the following is a checklist of what is required to be included in the final submitted Tender:

<u>Item</u>	<u>Appendix / Schedule</u>	<u>Check</u>
Form of Tender	Appendix 1	
Confirmation of Acceptance of Conditions of Tender	Appendix 2	
Declarations of Compliance	Appendix 3	
Expert Human Resources	Appendix 4	
Confidentiality Agreement	Appendix 5	
Certificate of Bone Fide Quotation	Appendix 6	
Saint John of God Housing Association Terms & Conditions	Appendix 7	
Freedom of Information	Appendix 8	

The above checklist is for guidance purposes only and Saint John of God Housing Association will not accept any responsibility for omissions from this checklist or in the tender responses. Tenderers are advised to read all the tender documentation and appendices in full in order to provide a comprehensive response.

3.7 Contract Monitoring

Saint John of God Housing Association will review the contract periodically. In addition, if the approved supplier is unable to provide the service, Saint John of God Housing Association reserves the right to terminate the contract and select an alternative supplier.

3.8 Contract pricing

3.8.1 The maximum price chargeable in respect of all audits contracted during the contract shall be that set out in the pricing schedules in the Form of Tender (Appendix 1) submitted as part of this Tender.

3.9 Award of Contract

3.9.1 Saint John of God Housing Association reserves the right, at its sole discretion, to accept or reject any Tender and to waive any irregularity or informality in any Tender. Saint John of God Housing Association shall be under no obligation to accept the most economically advantageous or any Tender.

3.9.2 Tenders received will be evaluated against the award criteria in order to identify the most economically advantageous tender, evaluated in accordance with the award criteria, weightings and rules stated in the tender document.

3.9.3 At its absolute discretion, Saint John of God Housing Association may elect to terminate this procurement process at any time.

3.9.4 Saint John of God Housing Association does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received.

3.9.5 If for any reason it is not possible to award the initial contract to the designated successful Tenderer emerging from this competitive process, or if having awarded the contract, Saint John of God Housing Association considers that the successful Tenderer has not met its obligations, Saint John of God Housing Association reserves the right to award the contract to the Tenderer with the next highest score on the basis of the original competition and as tendered by that party. This shall be without prejudice to the right of Saint John of God Housing Association to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.0 Schedule B - Specification of Requirements

4.1 Saint John of God Housing Association clg

The company was incorporated to provide accommodation for people with intellectual disabilities, people with enduring mental illness and those with more general needs. The Housing association access funding for new properties and refurbishment from the department of Housing via the local authorities, and maintains those properties with a variety of income streams, mainly rents from tenants and from local authorities on tenants' behalf, and some donations.

It was incorporated under the Companies Acts, limited by guarantee and not having a share capital, registered number 426952. The objectives of the company are charitable in nature with established charitable tax exemption (CHY 18279) and Charity Reg Number: 20069823.

Saint John of God Housing Association clg prepares the annual report and audited financial statements for the year ended 31 December.

Draft financial statements, in published accounts format, are prepared for the company by the Head of Finance of the Housing Association.

An electronic copy of all general ledger transactions and trial balance will be provided by the Company before the audit commences. Auditors are required to carry out examination of the statements and underlying records and control systems is necessary to reach their opinion on the statements. The audit of the financial statements and field work is generally undertaken as early in the year as possible.

Based on 2022 finalised financial statements the company had total income of €3.1m. The level of income and expenditure for 2023 will be consistent with 2022. For more information, direct access to financial statements and annual returns is available online from Companies Registration Office.

4.2 Conflict of Interest

The appointee should inform the Head of Finance of Saint John of God Housing Association, where in the course of their consultancy assignment they encounter any areas of conflict of interest. They should disclose the nature of this conflict and take no further part in any consideration of the matter without the agreement of the Housing Association.

4.3 Contract Period

It is proposed that the contract should be for **three years period, with the option to extend the contract for a further two years, subject to review.**

4.4 Scope of Project

This assignment is to supply Saint John of God Housing Association with an external audit function operating to best international standards. The contractor will be required to cover all aspects of the operation of Saint John of God Housing Association including:

A Risk-based Audit Approach, incorporating adequate levels of compliance and substantive testing for probity purposes. You will be required to report upon:

- (i) the soundness, adequacy and application of internal controls;
- (ii) the extent to which the organisation's assets and interests are accounted for and safeguarded from losses;
- (iii) the suitability and reliability of financial and other management information;
- (iv) ensuring key controls are in place and the identification of any areas where fraud or misappropriation of funds or assets could be occurring;
- (v) the adequacy of corporate governance arrangements;
- (vi) the adequacy of risk management systems.

Reports produced should contain practical recommendations to overcome weaknesses identified.

4.5 Competency and Expertise Requirements

It is essential that service providers have knowledge and experience of working with charities. Ideally service providers should also have experience of working with an approved housing body. In this regard appropriate reference sites should be nominated with relevant contact details on the understanding that Saint John of God Housing Association may contact them.

Contractor staff assigned to carry out the requirements of the contract must be capable of quickly obtaining a detailed understanding of Saint John of God Housing Association and its working practices and display a high level of continuity and familiarity throughout the period of the contract.

4.6 Programme Management

An essential element of the delivery of the external audit support services will be regular consultation with Saint John of God Housing Association.

The external audit service supplier is expected to appoint a Senior Representative or Audit Manager to oversee the audit programme and meet with the Head of Finance, for Audit planning meeting.

Audit Visits

The planning meeting for the audit should take place one or two months before the stated audit visit above, followed by the audit fieldwork as stated above.

Audited financial statements will be presented to board members. There will be meeting and presentation for the financial statements and audit findings report.

The Senior Representative or Audit Manager may be invited to attend the internal meetings held with board members to present the draft financial statements, draft letter of representation and audit reports.

Audit Outcomes

In addition to the audit opinion the auditors will also report to the Finance, Audit and Risk Sub-committee of the Board, the Board and the Members in a form of management letter or end of audit report which highlights any significant accounting and control issues arising from the audit.

4.7 Proposals

Proposals should clearly set out:

1. Total contract costs to be expressed in Euro (including Fees, Travel and Subsistence and other related costs.)
2. The proposed methodology to carry out the assignment in line with Saint John of God Housing Association specification set out herein.
3. Details of team proposed to deliver the project and their experience including curricula vitae.
4. Demonstrated understanding of the brief.

5.0 Selection Criteria

While all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' eligibility, tenderers are required to provide the following information:

- a) Details of Organisation, contact details, date of establishment, etc.

Rule: Please complete Company summary below.

- b) Confirmation of financial stability for the most recent years of operation (up to a maximum of 3 years).

Rule: Tenderers should confirm that their turnover was in excess of €40,000 during at least one of the last three years of operation, or pro-rata if more recently established through completion of the Self-Declaration Form contained in Appendix 2.

- c) Confirmation of insurances in place and commitment to put the following levels in place if successful for the contract:

<i>TYPE OF INSURANCE</i>	<i>LEVEL REQUIRED FOR CONTRACT</i>
<i>Employers Liability</i>	<i>€13,000,000</i>
<i>Public Liability</i>	<i>€6,500,000</i>
<i>Professional Liability</i>	<i>€6,500,000</i>

Rule: Tenderers must confirm the types of insurance in place and agreement to levels required if successful through completion of the Self-Declaration Form contained in **5.2 Financial Capacity**

- d) Evidence of tax compliance by means of a valid digital access number and PPSN Tax Reference Number

Rule: Tenders should confirm their tax compliance status through completion of the Self-Declaration Form contained in **5.2 Financial Capacity**

- e) Details of organisation structure, manpower levels and full range of skills available.

Rule: Tenderers must demonstrate access to the minimum manpower/skills levels required to service this Contract

- f) Details of previous contracts of a similar nature and scale to the subject matter of

this competition. Please provide the information for each referenced contract detailed in **5.4 Previous Contracts**

Rule: Tenderers should demonstrate successful delivery of three (3) contracts in the last 3 years of a similar nature and scale.

- g) Tenderers must also sign and return the Declarations contained in **5.3** relating to their Bona Fides and Compliance with Statutory Obligations.

Rule: Tenderers must complete sign and return the declaration.

- (h) Please complete the Questionnaire below and have signed by the referee. Please forward the form to two referees for completion and signature and return/scan with completed tender document.

Rule: Tenders must complete sign, date and return the Questionnaire at 5.5.

Tenderers are asked to demonstrate their financial and technical capacity by providing all of the information (a to h) requested above. Failure to supply the information WILL result in your tender being inadmissible and elimination from detailed tender evaluation. The assessment of these criteria is on a Pass/Fail basis.

5.1 - COMPANY SUMMARY (Not Scored. Information Only)

Name of Company/Firm							
Address							
Contact Person (for this project to whom all correspondence regarding this application will be addressed)							
Title							
Telephone (landline)							
Mobile							
Email Address							
Date of establishment/ Length of time in existence							
Legal Status (if any e.g. Company, Partnership, Sole Trader, etc.)							
Number of employees (total)							
Number of employees in Ireland							
<p>Subcontracting: Please indicate the proportion of the contract which the services provider intends possibly to subcontract, identifying the main aspects of the contract being subcontracted</p> <table border="1"> <thead> <tr> <th>Function</th> <th>%</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Function	%				
Function	%						
Sub Vendor Name	Description (details of services provided)						
Please provide a brief company profile (Please expand this box as necessary)							

Is the Tenderer a group of economic operators?

Yes/No

If yes, please provide the following information:

Please provide a brief description of how this group of economic operators will work, including confirmation of the lead. Please enclose an organisational chart with the proposed hierarchical structure of the grouping including any sub-contractor arrangements

Please expand if necessary

NB. Each group member proposed should complete this section 6 in its entirety. Please note that the procurement rules provide for the contracting authority to preclude the use of sub consultants where the authority has not been in a position to verify their technical and economic capacity. Subsequent changes to the members of a grouping may result in disqualification of that group.

5.2 - Financial Capacity – Self Declaration Financial and Economic Capacity Pass / Fail

Name of Tenderer:			
TAX CLEARANCE			Please confirm YES/NO
<p>(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order. The Contracting Authority can verify your tax clearance status through Revenue's online facility at https://www.revenue.ie/itp/view.jsp. To this end, please confirm:</p>			
Do you grant the Contracting Authority permission to			
Registration Number (as shown in your Tax Clearance Certificate)			
Certificate Number (as shown in your Tax Clearance Certificate)			
OR	(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request		
TURNOVER			
I confirm that our financial profile over the last three years was as follows:			
Year	2021	2022	2023
Month End (e.g. Jul 2023)			
Turnover			
I confirm that I will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.			
INSURANCES			
(A) I confirm that we have the following insurances in place:			
Type of Insurance	Employers Liability	Public Liability	Professional Indemnity
Level	€	€	€
Excess	€	€	€
OR			
(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.			

<p>I confirm that I will provide the following promptly on request at any time prior to the award decision being made:</p> <ul style="list-style-type: none"> • evidence of insurances in place OR • letter from Insurance Broker confirming that the required levels could be put in place if successful 			
<p>Declarations must be signed by a duly authorized officer.</p> <p>I hereby declare that the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this tender competition. I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of contract and to provide evidence of all self-declared information promptly on request.</p>			
<p>Signed :</p>		<p>Name :</p>	

5.3 Declaration Of Bona Fides / Statutory Obligations - Pass / Fail

Weighting: Pass/Fail only

Pass requirement: Candidates must complete, sign and date this Declaration. Non-compliant candidates under any of the headings will be automatically disqualified.

This Declaration relates to An award procedure under Public Sector Directive 2014/24/EU (Article 57).

MANDATORY EXCLUSION

Economic Operators will be excluded from the procurement process if, within the past five years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?			
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	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 Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u>			
1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?			
Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

DISCRETIONARY EXCLUSION

An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.

2.1 Please indicate if any of the following situations have applied, within the past three years, or currently apply, to your organisation. The Economic Operator:		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has 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.		
2.1.h	<ul style="list-style-type: none"> • is 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; or • has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or 		

2.1.i	has undertaken to: <ul style="list-style-type: none">• unduly influence the decision-making process of the contracting entity, or• obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or• negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		
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DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
AND			
We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.			
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders.			
This Declaration is made for the benefit of the Contracting Authority.			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			
Rank / Position			
NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.			

5.4 – Previous Contracts Pass / Fail

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 to include experience in External Audit.

All references may be checked.

Please note that two relevant contracts must be submitted

Contracting Organisation Name	
Reference Contact details Name Role eMail Address Phone No:	
Duration of Contract including start and completion dates.	
Role of your Firm in this contract:	
Description of the Audit Programme provided by your firm:	
Describe the relevance of this example to the current requirement.	
Current Contract Status	
Approx. Contract Value (€)	

Contracting Organisation Name	
Reference Contact details Name Role eMail Address Phone No:	
Duration of Contract including start and completion dates.	
Role of your Firm in this contract:	
Description of the Audit Programme provided by your firm:	
Describe the relevance of this example to the current requirement.	
Current Contract Status	
Approx. Contract Value (€)	

5.5 – TENDERER REFERENCE QUESTIONNAIRE – Please provide two copies completed and signed by two Referees. Pass/Fail

TENDER NAME	
TENDER NO	
CONTRACT PERIOD	
QUESTIONNAIRE ON BEHALF OF :	<i>[Insert Tenderer Name]</i>

1. In the box below please confirm that the above named Tenderer holds an existing/or has held previous contract[s] with your company / organisation. Please confirm the nature of services provided.

2. In the box below please confirm the approximate value of existing/previous contract[s] held.

3. In the box below please confirm how long [to the nearest month] the above named Tenderer has held contract[s] with your company / organisation. Please reference previous & current contracts.

4. Have any penalties have been applied to these contracts (e.g. withholding of payments)

Signed	
Dated	
Company Name and Contact Number	

Thank you for taking the time to complete this questionnaire

Schedule C - Schedule of Costs

- All prices quoted must be exclusive of VAT. Value Added Tax where applicable, should be shown separately.
- The costs must be stated in Euro €.
- Respondents should indicate clearly any discounts to which Saint John of God Housing Association may be entitled, including, for example, public sector discounts, early payment discounts, or any other discounts.
- Proposals should remain valid for a period of 6 months from date of submission.
- Saint John of God Housing Association will not be responsible for any errors on the calculation of the costs provided in response to this Invitation to Tender. It is the responsibility of respondents to ensure that the costs quoted are correct and properly calculated
- All prices quoted should be inclusive of all costs to the point of delivery.
- The contract shall be a **fixed price contract** for its duration.
- Tenderers will not derive benefit from any errors or omissions within the ITT documentation, but should notify Saint John of God Housing Association immediately upon discovery of any such errors or omissions.
- Tender pricing should be based on the assumption that the contract awarded will commence in March 2024 and will be for a period of 3 years with the option to extend on an annual basis for a further 2 years, and satisfactory performance reviews and budgetary constraints.
- Saint John of God Housing Association will not be responsible for any costs, charges or expenses incurred by proposers, whether or not a contract is awarded or concluded. Formal award of contract will be subject to the approval of the competent authorities.

6.0 Schedule D - Award Criteria

The contract may be awarded from the qualifying valid tenders on the basis of the most economically advantageous tender using the following award criteria and weighting. Tenderers should note that they must achieve a minimum rating of 60% of the available score for each qualitative criterion in order to avoid elimination from the competition.

	Evaluation Criteria	Weighting	Maximum Score	Minimum Score
1	Ultimate Cost for the Contract	40%	4000	N/A
2	Fitness for purpose of the solution offered	35%	3,500	2,000
3	Quality and balance of resources proposed	25%	2,500	1,500
	Total	100%	10,000	

6.1 Detailed Evaluation of Proposals

6.1.1 Ultimate Cost for Contract (40%)

Tenderers are required to complete the Form of Tender contained at Appendix 1.

A fixed fee is sought for the Yearly Audit.

The methodology to be employed in arriving at a single cost figure for evaluation purposes and in apportioning scores under this criterion is included in Appendix 1 of this document.

Note: Saint John of God Housing Association does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received.

6.1.2 Fitness for purpose of the solution offered (35%)

Candidates are asked to outline their understanding of the needs of our requirements and to specifically detail how they propose to deliver the operational responsibilities of the role while also clarifying their relevant experience and skill in this area. **Please refer to Section 5 – Schedule B**

6.1.3 Quality and balance of human resources proposed (25%)

Tenderers are required to complete the Resource Allocation Schedule for the proposed team (as per Appendix 4) by setting out details of the staffing resources proposed for the delivery of the services under the Contract. Comprehensive curricula vitae must be provided for all staff members proposed; these will be taken into account in the assessment of the quality of the human resources offered. Saint John of God Housing Association will also take into account and assess the balance of the team proposed.

6.1.4 Clarification Meetings

Award of contract may be subject to tender clarification meetings with Saint John of God Housing Association, at its discretion. Should these arise, it is advisable that the key personnel proposed for the contract should be available to attend.

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable Saint John of God Housing Association to assess fully the extent of their offers.

Appendices

Appendix 1 Form of Tender

This Form of Tender must be completed, signed and returned by Tenderers.

Contracting Authority: Saint John of God Housing Association

Project: Provision of Audit Services

From: _____

We have examined the Invitation to Tender and hereby offer to provide the services on the terms described therein, as and when required to do so under the Contract, for the following maximum rates:

FIXED YEARLY FEE FOR AUDIT
<i>Insert €, Exc. VAT</i>
TOTAL € excl. VAT = A + B + C

METHODOLOGY FOR EVALUATION OF COST

Points awarded = the maximum score achievable multiplied by the cost of the lowest valid tender and divided by the cost of the valid tender in question.

- The contract shall be a fixed price for its duration. Tenderers are required to submit their fixed rates for the work identified in the Form of Tender in addition to maximum daily rates for the personnel proposed for the Contract. These rates will be fixed as maximum rates over the period of the Contract. Please refer to clause in Appendix 8, Section 6.1 of the Saint John of God Housing Association Terms & Conditions.
- Under the Contract, **no** expenses in respect of travel time, subsistence and mileage will be payable.
- The Contractor will be paid on submission of VAT invoices following provision of acceptable intermediary report and final report for each project detailing the number of consultancy days and an outline of the work executed.
- It is envisaged that all meetings, will be held at Saint John of God Housing Association head office in Tallaght, Dublin 24.

We confirm that we:

- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and Saint John of God Housing Association's requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent clarifications as private and confidential,
- Have reviewed the Instructions to Tenderers and agree to be bound by these conditions,
- Will keep this offer open for acceptance by you for a period of 6 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive, and that you may elect to accept or reject any Tender in its entirety or part only,
- We have reviewed the Terms and Conditions of the Contract and, if selected by Saint John of God Housing Association, will execute this Agreement.
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which we have brought to the attention of Saint John of God Housing Association before the latest date for submitting queries,

Signed:

Name in Capitals:

On behalf of:

Address:

Telephone:

Fax:

Date:

E mail

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the Tender.

Appendix 2 Conditions of Tender

Detailed contractual arrangements are not within the scope of this document. However, the following conditions apply in respect of this tender and should be noted in the response documents.

- 1.** Saint John of God Housing Association requires that suppliers will treat all information provided pursuant to this invitation to Tender in strict confidence.
- 2.** Information supplied by vendors will be treated as contractually binding. Saint John of God Housing Association reserves the right to request additional information from the proposers after the closing date.
- 3.** A fixed price contract is required with a full breakdown of the Tender amount and a statement of the basis proposed for payment. Please show separately all VAT and details of any other costs, taxes or duties which may be incurred. Prices and terms quoted should hold good for 6 months from the final date for receipt of Tenders and cannot be increased during the currency of the contract.
- 4.** Saint John of God Housing Association retains the right to withhold payment where a contractor has failed to meet his contractual obligations in relation to the delivery of goods/services to an acceptable level of quality and may appoint a third party to carry out an audit on behalf of Saint John of God Housing Association to ensure that all conditions have been met.
- 5.** It will be a condition for the award of a contract that the successful contractor (and agent, where appropriate) will be promptly required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. In addition, contractors must retain records of tax reference numbers for any sub-contractors, whose payments exceed €6,350 including VAT.

All payments under the contract will be conditional on the contractors being in possession of valid certificates at all times.

- 6.** Saint John of God Housing Association reserve the right to terminate this agreement automatically by notice in writing to the other party if the other party should commit any breach of any of its obligations under this agreement.
- 7.** Saint John of God Housing Association will not be liable in respect of any costs incurred by suppliers in the preparation of Tenders or any associated work effort.
- 8.** Tenders that are delivered late will not be considered.
- 9.** Tenders must be completed in accordance with the format specified in Section 4.6 and must be completed in the English language. All Tender software and documentation must be in the English language format. Tenders that are incomplete may be rejected.
- 10.** Any conflicts of interest involving a contractor (or contractors in the event of a group or consortium bid) must be fully disclosed to Saint John of God Housing Association, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the vendor.

- 11.** Saint John of God Housing Association reserves the right to select the successful vendors solution in whole or in part.
- 12.** Saint John of God Housing Association reserves the right to update or alter the information contained in this document at any time, but not later than 4 days before the closing date of the invitation to Tender. Participating Suppliers will be so informed, should the need arise.
- 13.** Saint John of God Housing Association will remain the sole owner of any customisations provided and paid for by Saint John of God Housing Association.
- 14.** If necessary, a short-list may be invited to attend for interview. If invited, each contractor will be required to make a presentation based on the proposal and to answer any questions arising.
- 15.** A statement from the Supplier that none of the excluding circumstances listed in paragraph Article 45 of Council Directive 2004/18/EC applies. To this effect Suppliers are required to complete Appendix 2 – Declaration of Bona Fides
- 16.** Suppliers must comply with the Saint John of God Housing Association standard 'Purchase Order' terms and conditions.
- 17.** Any conflict of interpretation arising from differences between the wording used in this invitation to Tender and in any Tender accepted shall be resolved by giving priority to this invitation to Tender and then to any conditions imposed by Saint John of God Housing Association in writing when accepting this Tender.
- 18.** The successful Tenderer as a condition of appointment shall enter into the Confidentiality Agreement set out in Appendix 3.

ACCEPTANCE

I/We on behalf of _____ hereby confirm our acceptance of the Conditions of tender.

Name: _____
Firm: _____
Position: _____
Date: _____

Appendix 3 Declarations of Compliance

DECLARATION (as per Article 45 of Directive 2004/18/EC).

THIS DECLARATION, DULY COMPLETED, SIGNED AND SUBMITTED, IS PART OF THE TENDER APPLICATION. FAILURE TO DO SO WILL INVALIDATE TENDER SUBMISSION

Name of Tenderer:

Address:

Country:

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

- (1) The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.
Yes [] No []
- (2) The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.
Yes [] No []
- (3) The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.
Yes [] No []
- (4) The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.
Yes [] No []
- (5) The Tenderer, a Director or Partner has been found guilty of fraud.
Yes [] No []
- (6) The Tenderer, a Director or Partner has been found guilty of money laundering.
Yes [] No []
- (7) The Tenderer, a Director or Partner has been found guilty of corruption.
Yes [] No []
- (8) The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.
Yes [] No []
- (9) The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.
Yes [] No []
- (10) The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.
Yes [] No []

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

I certify that the information provided (per Article 45 of Directive 2004/18/EC) above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

SIGNATURE _____

DATE: _____

NAME _____

TEL: _____

POSITION _____

FAX: _____

Appendix 4 Expert Human Resources

Tenderers must provide detailed information on relevant expert human resources (full-time, part-time and other) within the organisation over the most recent years of operation (max 2) as a measure of Tenderers suitability. **Including specific reference to provision of Audit Services**

Tenderers are reminded that they may rely on the resources of other entities on condition that they can demonstrate that they will have these resources at their disposal when required.

Tenderers must provide the information regarding manpower levels on the table below.

	(Currently) 2024	2023
Number of Senior Partners		
Number of Partners		
Number of Senior Consultants		
Number of Consultants		
Number of Administrative Staff		
Other Resources Available		
Total number of staff in organisation		

Appendix 5 Confidentiality Agreement

THIS AGREEMENT is dated and made between:

1. Saint John of God Housing Association. ("SJOGHA") is a registered Charity, registered with the Companies Registration Office under registered number 426952 and registered address at Tessa House , Block D, Gleann na Heorna , Cookstown Way, Tallaght, Dublin 24 , and
2.(the Service Provider").....
(the Service Provider's name (Block Capitals))

.....
(the Service Provider's registration number (Block Capitals))

.....
(the Service Provider's registered office (Block Capitals))

This Agreement is an addendum to the (title of bespoke contract).

.....
.....
(Title of bespoke contract (Block Capitals))

RECITALS

- A. In connection with a current or proposed Service between Saint John Of God Housing Association and the Service Provider, whereby the Service Provider is supplying, or proposes to supply, goods or services (the Service) to Saint John of God Housing Association. Saint John of God Housing Association may directly make available to the Service Provider from time to time the Information (as defined below), or the Service Provider or its servants, employees, agents, subsidiaries or sub-contractors may indirectly acquire or have access to the Information by virtue of the Service.
- B. It is intended that this Agreement will govern the terms and conditions applying to the Service Provider's use of the Information and other related matters.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Definitions

In this Agreement, unless the context otherwise requires:

Information means any and all information, (irrespective of the format - paper, electronic or otherwise) belonging to Saint John of God Housing Association., including but not limited to the following:

- 1.1. Personal information concerning Saint John of God Housing Association service users or staff, including confidential information concerning assessments, treatment plans care records of Saint John of God Housing Association' service users;
- 1.2. Information regarding the business or financial affairs of Saint John of God Housing Association generally, and as regards the Service;
- 1.3. Information regarding the policies, procedures and work practices of Saint John of God Housing Association;

- 1.4. Information regarding medical, scientific or other technical information of Saint John of God Housing Association;
- 1.5. Corporate, strategic, commercial, licence or other agreements;
- 1.6. Goods and services (including, without limitation, audit, consultancy and related services);
- 1.7. Information regarding the existence, content, progress or conclusion of any negotiations between Saint John of God Housing Association and the Service Provider relating to the Service;
- 1.8. Any information that would be regarded as confidential by a reasonable business person relating to:
 - 1.8.1. The business, affairs, customers, clients, employees, suppliers, plans and intentions of Saint John of God Housing Association;
 - 1.8.2. The operations, processes, product information, know-how, designs, trade secrets or software of Saint John of God Housing Association;
- 1.9. Confidential codes or other Information concerning access to Saint John of God Housing Association's computer networks and / or information systems. but not including any information that:
- 1.10. Is or becomes generally available to the public (other than as a result of its disclosure by the Service Provider or its representatives in breach of this Agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Information for the purpose of this Agreement); or
- 1.11. Was lawfully in the possession of the Service Provider before the information was disclosed to it by Saint John of God Housing Association as evidenced by written records; or
- 1.12. the parties agree in writing is not confidential or may be disclosed.

2. Obligations of the Service Provider:

In consideration of Saint John of God Housing Association directly making the Information available to the Service Provider, or the Service Provider otherwise acquiring the Information, the Service Provider shall:

- 2.1. Not take or remove any Information from Saint John of God Housing Association premises without having received the written authorisation of Saint John of God Housing Association Such written authorisation must be issued in advance of the first instance and will apply thereafter;
- 2.2. Manage and process any Information which they acquire from Saint John of God Housing Association in accordance with the instructions of Saint John of God Housing Association and the obligations of the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and SI 336 of 2011 ;
- 2.3. Maintain secret and confidential all Information furnished to it or otherwise acquired by its servants, employees, agents, subsidiaries or sub-contractors save and to the extent that such Information has been made available to the public by Saint John of God Housing Association or by any third party lawfully in possession thereof and entitled to make such disclosure without restriction;

- 2.4. Take appropriate measures to ensure the reliability of the Service Providers servants, employees, agents, subsidiaries or sub-contractors who have access to the Information;

The Service Provider must be in a position to provide Saint John of God Housing Association with a named list of their servants, employees, agents, subsidiaries or sub-contractors authorised to have access to Information.

- 2.5. Not disclose Information to any of the Service Provider's servants, employees, agents, subsidiaries or sub-contractors unless and, subject to Clause 2.6, only to the extent that such persons need to know such Information for the purposes of providing services in connection with the Service, and provided that such person has been made aware of the restrictions in this Agreement on the disclosure of the Information and has agreed in writing to comply with such restrictions;

- 2.6. Not disclose any Information to any third party without the prior written consent Saint John of God Housing Association

- 2.7. Not use the Information directly or indirectly for any purpose other than in connection with the provision of services Saint John of God Housing Association regarding the Service;

- 2.8. Not reverse engineer, de-compile or disassemble Information or attempt to use the Information in any form other than machine readable object code, or allow a third party to do any of the above;

- 2.9. Not make any press announcement or otherwise publicise the business relationship with Saint John of God Housing Association in any way including, without limitation, using the name of Saint John of God Housing Association in any publicity material, unless authorised to do so by Saint John of God Housing Association;

- 2.10. Only use the Information solely for the purposes of fulfilling the requirements of the Service.

- 2.11. Implement appropriate human, technical security, organisational and technological controls to protect against accidental loss, destruction, damage, alteration, or disclosure of the Information.

- 2.12. Take the necessary precautions for the prevention of unauthorised access to, the Information and in particular:

- 2.12.1. Keep all Information obtained from Saint John of God Housing Association or otherwise relating to the Service separate from all documents and other records of the Service Provider;

- 2.12.2. Only make such copies of the Information as are necessary for the provision of services to Saint John of God Housing Association regarding the Service; and

- 2.12.3. Mark all documentation containing the Information as being subject to the terms of this Agreement and indicate that it is contrary to the terms of this Agreement to copy, disclose or use in any manner or fashion such documentation without the prior written consent of Saint John of God Housing Association; and

2.12.4. Have all necessary access controls to include authentication and authorisation for access to Information to ensure its security and confidentiality.

2.13. Ensure all documents and other tangible objects containing or representing Information which have been disclosed by Saint John of God Housing Association to the Service Provider, and all copies there of which are in the possession of the Service Provider, shall be returned to Saint John of God Housing Association upon the completion of the Service. In addition, the Service Provider will confirm, in writing, at the completion of the Service that all electronic Information received from Saint John of God Housing Association has been deleted from any of the Service Provider's devices which store Information.

2.14. Promptly inform Saint John of God Housing Association of any actual or suspected breach in their security which could give rise to the actual or potential loss, theft, unauthorised release or disclosure of Information or any part thereof. In such an event the Service Provider will immediately supply Saint John of God Housing Association with all the relevant facts surrounding the actual or suspected breach.

2.15. For the purposes of Freedom of Information the Service Provider shall:

2.15.1. Ensure that its servants, employees, agents, subsidiaries or sub-contractors shall assist Saint John of God Housing Association, at no additional charge and within such timescales as Saint John of God Housing Association may reasonably specify, in meeting any requests for Information which are made to Saint John of God Housing Association under the Freedom of Information Acts 1997 and 2003, such assistance to include (but not be limited to) the provision of a copy of the requested Information.

2.15.2. Notwithstanding anything to the contrary in this Agreement, if Saint John of God Housing Association receives a request for Information pursuant to the Freedom of Information Acts 1997 and 2003, Saint John of God Housing Association shall be entitled to disclose all Information (in whatever form) as is necessary to comply with the Freedom of Information Acts 1997 and 2003.

2.15.3. If, at the request of the Service Provider, Saint John of God Housing Association seeks to withhold Information protected by this Agreement and a competent authority determines, or the parties subsequently agree, that the Information is not exempt, then the Service Provider shall reimburse Saint John of God Housing Association for all costs (including but not limited to legal costs) incurred by DEV Co. in seeking to withhold such Information from a request under the Freedom of Information Acts 1997 and 2003.

2.15.4. Not (and shall procure that its servants, employees, agents, subsidiaries or sub-contractors do not) respond directly to a request for Information under the Freedom of Information Acts 1997 and 2003 unless expressly authorised to do so by Saint John of God Housing Association.

2.16. Ensure the security of Information stored on all fixed and mobile devices, including medical devices, desktop computers, servers and mobile computer devices (i.e. laptops, notes, tablets, personal data assistants, Blackberry enabled devices, iPads, iPhones and other smart type devices etc) and

removal storage devices (i.e. thumb drive, CD, DVD, portable hard drives, Diskettes, ZIP disks, Magnetic tapes etc).

- 2.16.1. Only in exceptional circumstances and with the written consent of Saint John of God Housing Association, should the Service Provider hold Information on mobile computing or removable storage devices. Should the business requirements necessitate the holding of Information on such devices then the Service Provider shall ensure that only the Information absolutely necessary for their purpose is stored in this format and that the Information is held on such devices only for the minimum amount of time necessary and furthermore, after such period that they will delete all Information from these devices.
 - 2.16.2. Where the use of mobile computing or removal storage devices is a necessity then the Service Provider will take all necessary precautions to ensure the safety of these devices from theft or loss. As a minimum all mobile computing and removal storage devices must be protected by the use of strong complex passwords.
 - 2.16.3. The Service Provider must ensure that all Information held on mobile computing and removal storage devices is secured by strong encryption. The encryption methods used must satisfy or better the requirements of SJOGHA Encryption Policy. At any time during the term of this Agreement Saint John of God Housing Association may request the Service Provider to set out in writing the current encryption measures used and the Service Provider will provide this information within 5 days. If, in the reasonable opinion of Saint John of God Housing Association, the encryption standard employed by the Service Provider is not sufficient, the Service Provider will implement, at their expense, whatever encryption standards are proposed by Saint John of God Housing Association. At no time should cipher keys be held on the mobile computing or removal storage device for the data which they secure. In addition, the Service Provider will at all times hold cipher keys in a secure fashion.
 - 2.16.4. Under no circumstances encrypted or otherwise is the Service Provider sanctioned by Saint John of God Housing Association. to download or store Information on USB memory sticks/keys.
- 2.17. Ensure the security of the Information in transit. Where it is necessary to transfer the Information, the Service Provider must take all necessary precautions to ensure the security of the Information before, during and after transit.
- 2.17.1. The Service Provider shall ensure that all transfers of the Information are legal, justifiable, and only the minimum Information absolutely necessary for a given purpose is transferred.
 - 2.17.2. All transfers of Information should, where possible, only take place electronically via secure on-line channels or electronic mail. Where the Service Provider transfers Information electronically, in any form and by any means, the Information must be encrypted using strong encryption. The encryption methods used must satisfy or better the requirements of SJOG Encryption Policy.
 - 2.17.3. Where it is not possible to transfer the Information electronically, the Information may be encrypted and copied to a mobile storage device (with the exception of USB memory sticks/keys) and transported manually.

The encryption methods used must satisfy or better the requirements of Saint John of God Housing Association. Encryption Policy. The encrypted mobile storage media, should wherever possible, be hand delivered by the Service Provider to, and be signed for by, the intended recipient. If this is not possible, the use of registered post or some other certifiable delivery method must be used.

2.18. If so requested by Saint John of God Housing Association, the Service Provider shall:

2.18.1. Permit Saint John of God Housing Association or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing facilities and activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by Saint John of God Housing Association to enable Saint John of God Housing Association to verify and/or procure that the Service Provider is in full compliance with its obligations under this contract;

2.18.2. Make available for audit by Saint John of God Housing Association or its representatives, (subject to reasonable and appropriate confidentiality undertakings), all staff procedures, processes and instructions that the Service Provider employ for the management of Information;

2.18.3. Permit Saint John of God Housing Association or its representatives, (subject to reasonable and appropriate confidentiality undertakings), to inspect the contracts, that the service provider has in place, governing the transfer of any Information from the Service Provider to legal entities located outside the European Economic Area;

2.18.4. Forthwith return to Saint John of God Housing Association (or as it directs) all written material, photographs, Information and documentation obtained from Saint John of God Housing Association together with all copies and reproductions made by the Service Provider; and

2.18.5. Forthwith destroy all notes, memoranda and Information kept in electronic form containing copies or abstracts of the Information.

2.19. Not copy, reduce to writing or otherwise record the Information except as strictly necessary for the provision of the Service (and any such copies, reductions to writing and records shall be the property of the SJOG).

3. Disclosure Required by Law: In the event that the Service Provider is legally required to disclose any of the Information to a third party, the Service Provider undertakes to notify Saint John of God Housing Association of such requirement prior to any disclosure and, unless prohibited by law, to supply Saint John of God Housing Association with copies of all Communications between the Service Provider and any third party to which such disclosure is made.

The Service Provider must co-operate with Saint John of God Housing Association in bringing any legal or other proceedings to challenge the validity of the requirement to disclose Information.

4. Breach of Agreement: The Service Provider hereby indemnifies and agrees to keep indemnified Saint John of God Housing Association against any costs, claims, expenses, damages, demands, liabilities, expenses, professional fees, fines, awards, interests, penalties, harm or loss suffered

or incurred by reason of any disclosure of the Information in breach of the terms and conditions of this Agreement and shall account to Saint John of God Housing Association for any moneys received by the Service Provider directly or indirectly arising out of the disclosure or use of any of the Information in breach of the terms and conditions of this Agreement.

- 5. No Warranty:** Nothing in this Agreement shall constitute a warranty by Saint John of God Housing Association as to the accuracy of any of the Information, and Saint John of God Housing Association will not be liable to the Service Provider or to any other party to which any of the Information may be disclosed for any loss or damage howsoever caused, arising directly or indirectly out of the inaccuracy of any of the Information.
- 6. No Licence:** The Service Provider acknowledges that the Information is of a special and unique character and that the Information and any patent, copyright or other intellectual property rights of whatever nature attaching thereto are and will remain the property of Saint John of God Housing Association and nothing in this Agreement will be construed as giving the Service Provider a licence in respect of such patent, copyright or other intellectual property rights.
- 7. Survival of Obligations:** The non-disclosure obligations of this Agreement will survive and continue and will bind the Service Provider's legal representatives, successors and assigns notwithstanding that the Service may not be actually implemented by the parties.
- 8. Waiver:** The rights of Saint John of God Housing Association under this Agreement will not be prejudiced or restricted by any indulgence or forbearance extended to the Service Provider or other parties, and no waiver by Saint John of God Housing Association in respect of any breach of the terms of this Agreement will operate as a waiver in respect of any subsequent breach.
- 9. Variation:** This Agreement may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.
- 10. Notice:** Any notice or other Communications given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid registered post airmail or fax to the address of that party specified in this Agreement or to that party's fax number thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or fax number not so notified. Unless the contrary is proved, each such notice or Communications will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by fax upon transmission, subject to the correct code or fax number being received on the transmission report.
- 11. Severance:** If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this agreement will remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

12.Amendments: Any reference to any provision of any legislation in this Agreement includes any modification, amendment, re-enactment, extension or consolidation of the legislation together with any secondary legislation made under it for the time being in force.

13.Governing Law: This Agreement and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to this Agreement or any disputes between the parties in any way connected with the subject matter of this Agreement (whether contractual or non-contractual) will be governed by and construed in accordance with the laws of Ireland and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

14.Termination:

14.1 The Agreement shall be effective as of the last date of signature and shall remain in force for one year terms thereafter, but may be terminated by either party with thirty (30) days prior written notice.

14.2 If the Service Provider chooses not to become, or continue to be, involved in the Service with SJOGHA, the Service Provider shall notify SJOGHA in writing promptly. The obligations of each party under this agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Service, continue for a period of two years.

Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

IN WITNESS where of this Agreement has been entered into the day and year first herein written.

SIGNED on behalf of the Saint John of God Housing Association	In the presence of
Signature	Signature
Name (Printed)	Name (Printed)
Title	Title
SIGNED on behalf of the	In the presence of
(the Service Provider)	
Signature	Signature
Name (Printed)	Name (Printed)
Title	Title
Date:	Date:

Appendix 6 Certificate of Bone Fide Quotation

In relation to our Quotation for the the provision of Audit Support services to Saint John of God Housing Association.

To Saint John of God Housing Association

I / WE _____ hereby certify:

(i) that _____ have maintained and will continue to maintain the confidentiality of any Quotation amounts or approximate amounts (the "confidential information") as against all persons other than the client company.

except where (please tick if applicable)

a) The disclosure of the "confidential information" was necessary, in confidence for the purpose of obtaining appropriate insurance premium quotations, or

b) The disclosure of the "confidential information" was directed by Court Order, or

c) That the Supplier was obliged by law to disclose the "confidential information" or

d) The "confidential information" was already in the public domain

(ii) that I/WE have not entered into any agreement or arrangement with any other person or persons to the effect that I/WE or any other person or persons will refrain from Quoting or prejudice a Quotation in any way so as to benefit any person or persons.

Signed: _____

Position: _____

Firm: _____

Date: _____

**SAINT JOHN OF GOD HOUSING ASSOCIATION
TERMS & CONDITIONS FOR
THE SUPPLY OF GOODS & SERVICES**

BETWEEN:-

- (1) Saint John of God Housing Association, Tessa House, Tallaght, County Dublin ("the Customer"); and**
- (2) The person described as Supplier in Schedule 1 hereto ("the Supplier")
(together "the Parties").**

IT IS AGREED:

1. INTERPRETATION

1.1 In these terms and conditions:

"Agreement" means the contract for supply of Goods and Services comprised in the Tender Documents;

"Goods" shall mean goods, materials, components, works (including software) of any kind in any medium, equipment and tangible and intangible property (other than real property) of every nature and kind whether contracted to be supplied as goods only or supplied as goods in the course of supply of services pursuant to the Agreement or created in the course or for the purpose of supplying goods or services or otherwise pursuant to the Agreement;

"Goods and Services" shall include the meanings of Goods or Services (one exclusive of the other) as well as Goods and Services;

"Purchase Order" shall mean a purchase order duly authorised and delivered by the Customer to the Supplier in respect of the purchase or supply of Goods and Services;

"Service Level Agreement" shall mean a written agreement relating to the level of Services and such other matters as the Customer may require to be entered into between the Supplier and the Customer pursuant to an acceptance of tender or other written agreement between the Supplier and the Customer;

"Services" means the services to be provided by the Supplier to the Customer pursuant to the Agreement;

"Tender Documents" shall include the following:

- (a) any request for proposal or invitation to tender for the provision of Goods and Services made by the Customer to the Supplier;
- (b) any tender or other response to such request for proposal or invitation to tender, as clarified or amplified in writing between the Customer and the Supplier prior to written acceptance by the Customer thereof;
- (c) additional tender documents including specifications, price schedules, form of tender and the ESPD pursuant to Regulation 59 of S.I 284/2016;
- (d) written acceptance by the Customer of any such tender or proposal;
- (e) any Service Level Agreement entered into pursuant to the tender or proposal between the Supplier and the Customer;
- (f) these terms and conditions; and
- (g) any other agreement expressed to be referable to any of the foregoing documents and executed by and on behalf of the Customer and the Supplier.

1.2 Reference herein to any loss, claims, damages, costs or expenses (or any one or more of them) in any provision herein for indemnification of the Customer in respect thereof shall without limitation thereof be deemed to extend to include any amounts reasonably and in good faith paid by the Customer by way of voluntary settlement of any third party proceedings or claim for any amounts the subject of any such provision together with the costs and expenses relating to such proceedings or claim.

1.3 The Supplier shall sell and supply and the Customer shall purchase the Goods and Services from time to time specified in the Purchase Order(s) and in accordance with the Tender Documents.

1.4 Goods and Services supplied to the Customer shall be deemed to be supplied on the terms and conditions herein set out.

1.5 No Goods and Services shall be supplied to the Customer without the receipt by the Supplier of an official Purchase Order.

2. APPLICABILITY AND LAW

2.1 This Agreement shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and the Customer and making express provision for such amendment or exclusion. Any rights or remedies of the Customer otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of the Customer pursuant to the Agreement. Any terms or conditions of the Supplier whether contained in quotations, the Tender Documents, invoices or otherwise, conflicting with or purporting to amend or exclude the terms and conditions of the Agreement shall be deemed not to apply.

2.2 The Agreement shall be governed and construed in accordance with the applicable law referred to in Schedule 1 hereto, or in the event of no applicable law being therein referred to, in accordance with the laws of

Ireland and the Parties agree to submit to the non-exclusive jurisdiction referred to in Schedule 1 hereto, or in the event that no jurisdiction is so referred to, the non-exclusive jurisdiction of the Courts of Ireland.

3. DELIVERY / SERVICE

3.1 The title and property in the Goods shall pass to the Customer on the completion of the loading of Goods at the delivery location or (in the case of delivery by instalments) upon completion of the loading of each instalment at the delivery location, unless payment or part payment has been made prior to delivery in which event the property in any Goods purchased or allocated by the Supplier for the purpose of the Agreement shall immediately vest in the Customer. Risk of damage to or loss of the Goods shall remain with the Supplier until delivery in accordance with the Agreement.

3.2 The Supplier shall ensure that:

3.2.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, in the case of delivery by instalments, the outstanding balance of Goods remaining to be delivered; and

3.2.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

3.3 If any Goods are delivered or Services provided which fail to comply with the provisions of the Agreement (however slight the failure to meet those requirements) by reason of quality, quantity or (without limitation) any other reason, or are delivered in error, or are not delivered or provided in due time then without prejudice to any other rights to which it may be entitled the Customer may at its sole discretion and at the Supplier's risk and expense, either:

3.3.1 return the Goods or any instalment or any part thereof on the basis that a full refund for such Goods shall be paid forthwith by the Supplier (title but not risk therein remaining with the Customer until the refund is made); or

3.3.2 require immediate replacement or rectification by delivery of Goods or performance of Services which are in accordance with the Agreement; or

3.3.3 require the immediate repair or remedy of any defects in the Goods or deficiency in the Services; or

3.3.4 repair or remedy the defects or deficiencies itself or by others, at the Suppliers expense; or

3.3.5 purchase equivalent Goods or Services elsewhere at the Suppliers expense; or

3.3.6 refuse to accept any further delivery of Goods or performance of any further Services, without liability

and the Supplier will indemnify in full the Customer on demand in respect of all costs and expenses thereby incurred by the Customer. The making of any prior payment shall not prejudice the Customer's right of rejection.

3.4 All consignments are to be addressed to the Customer at the correct location and forwarded to the delivery address shown in the Purchase Order. The Customer is under no obligation to accept delivery of Goods or performance of Services in advance of the delivery or performance dates shown in the Purchase Order.

4. PROJECT MANAGEMENT TEAM

4.1 A project management team may at the option of the Customer be set up comprising of nominated personnel from the Customer, and representatives from the Supplier. This team will monitor the on-going workings of the Agreement with a view to solving any problems encountered.

4.2 If requested in writing by the Customer the Supplier shall meet formally with the Customer to report on progress and shall comply with all written directions of the Customer.

4.3 The Supplier agrees to:

4.3.1 liaise with and keep the Customer's nominated personnel fully informed of any matter which might affect the observance and performance of the Supplier's obligations; and comply with the reporting arrangements and protocols required by the Customer from time to time.

5. INVOICING

5.1 Unless otherwise stated in the Purchase Order(s), the Supplier shall submit itemised monthly invoices and such supporting documentation as the Customer shall reasonably require during each month in respect of Goods and Services provided during the previous month. Invoices must be forwarded to the address specified in the Purchase Order(s) and must clearly reflect the Purchase Order(s) or call-off number, or the Customer will have no obligation to pay them.

5.2 Unless otherwise stated in the Purchase Order, invoices will be processed and paid under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 from the date of receipt of Goods and Services or date of receipt of an invoice for payment whichever is the later, provided that the invoices are correct and include all required supporting documentation.

5.3 Value Added Tax, where applicable, shall be shown separately on all invoices. Unless otherwise stated in the Purchase Order, the invoice price shall be deemed to include all taxes (other than VAT), levies and duties of every kind and, where applicable, all packing, carriage, freight and insurance.

6. PAYMENT

- 6.1** In consideration of the provision of Goods and Services in accordance with the Agreement, the Customer shall pay the Supplier in accordance with the prices and rates ("charges") referred to in the Purchase Order subject to:
- 6.1.1** compliance by the Supplier with the provisions of the Agreement; and
 - 6.1.2** the Customer being in possession of the Supplier's current tax clearance certificate. The Supplier shall comply with all EU and domestic taxation law and requirements including but not limited to the terms of Circular 43/2006 issued by the Department of Finance, a copy which is available at www.finance.gov.ie.
- 6.2** The Supplier shall notify the Customer of and pass on to them by way of reduced charges, the benefit of any cost savings to the Supplier resulting from discounts, commissions, technology, raw material costs, process changes, or material decreases of cost to the Supplier of Goods or Services provided hereunder.
- 6.3** Wherever under the Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), the Customer may agree to deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Agreement or under any other agreement or contract with the Customer. Any overpayment by either Party shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

7. INDEPENDENT CONTRACTOR

- 7.1** For the purposes of the Agreement and otherwise the Supplier is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of the Customer, and they shall not hold themselves out to be so.
- 7.2** The Supplier shall comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "Laws") in its performance of the Services and production and provision of the Goods hereunder and shall ensure that the Goods are in compliance with such standards, codes and Laws and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Agreement shall be designed and implemented in strict compliance with those standards, codes and Laws and shall obtain and pay for at its own cost all licences and permits necessary for the provision of Goods and performance of Services under the Agreement.
- 7.3** The Supplier will in the discharge of its duties under the Agreement ensure that all Services shall be performed and Goods provided only by the personnel from time to time nominated to and agreed with the Customer; provided that the Customer will not at any time unreasonably withhold its approval in respect of the use of any particular personnel so nominated.
- 7.4** The Supplier shall in the exercise of its duties under the Agreement exercise all the skill, care and diligence to be expected of an appropriately

qualified and competent person experienced in carrying out Services and supplying and/or creating Goods of a similar scope, purpose, size and complexity as those to be provided by the Supplier under the Agreement.

7.5 The Supplier shall during the term of the Agreement perform the Services and provide the Goods and shall take all appropriate steps having regard to its obligations under the Agreement to ensure that all matters are dealt with to ensure delivery to the Customer of the Goods and Services as provided for in the Agreement and ultimately to achieve the timely, efficient and economic performance of the Services and delivery of the Goods in a manner and to the standards and within the time stipulated in the Agreement.

7.6 The Supplier shall in carrying out its duties under the Agreement conform to and comply with the terms of the Agreement and all subsequent and reasonable instructions of the Customer issued in connection with the Goods and Services to be provided pursuant to the Agreement.

8. WARRANTIES

8.1 The Supplier hereby warrants that:-

8.1.1 it has power to enter into and to implement the Agreement and that it has obtained all necessary approvals to do so;

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

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

8.1.4 it has acquainted itself with and shall comply with legal requirements or such other laws, recommendations, guidance or practices as may affect the provision (to include manufacture and distribution process) of the Goods or Services;

8.1.5 any Goods supplied to the Customer will on delivery have good absolute title and be free from encumbrance or other third party rights or entitlements;

8.1.6 upon request by the Customer, it shall assign to the Customer all benefits of any manufacturer's, subcontractors or other third party warranty or guarantee which may apply to any Goods supplied;

8.1.7 it, and any person through or by whom the Supplier's obligations hereunder are performed, has all the skill, care and diligence to be expected of an appropriately qualified and competent person experienced in carrying out Services and providing Goods of a similar scope, purpose, size and complexity to those to be performed and provided by the Supplier under the Agreement; and

8.1.8 the Goods will correspond with their required specification as of time of delivery and will be free from defects in material or workmanship and will be of merchantable quality and suitable for the purposes for which they are supplied. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.

8.2 The warranties herein provided are in addition to any warranties implied by law or covenants or conditions as to quality, fitness for purpose or merchantability.

9. INDEMNITY AND INSURANCE

9.1 The Supplier shall be liable for, and shall indemnify the Customer against all loss, claims, damages, costs and expenses (including without limitation of the foregoing, management and legal costs) in respect of injury to, illness or death of any person, or loss of or damage to any property arising out of or in the course of the Agreement, to the extent that the injury, death, illness, loss or damage results from any acts, omissions or defaults of the Supplier or any independent contractor of the Supplier, or Services or Goods supplied pursuant to this Agreement.

9.2 [Without prejudice to the foregoing, the Supplier shall maintain in force and provide the Customer with evidence that it has arranged Employer's Liability Insurance with a limit of indemnity of not less than [€13,000,000] for any one incident and Public (including product) Liability Insurance with a limit of indemnity of not less than [€6,500,000] for any one incident. The Supplier shall further maintain insurance against all usual risks in respect of all Goods (including any free issues) for their replacement value whilst they are under the Supplier's responsibility or risk and in respect of all material, equipment and property of the Supplier (all of which shall be at the Supplier's risk) whilst they are in the Customer's Premises. The Supplier shall in addition maintain in force and provide the Customer from time to time on demand with evidence that it has professional indemnity insurance in place with a limit of indemnity for not less than [€●] for each and every claim and upon terms which are duly notified to and are satisfactory to the Customer.]¹

9.3 The Supplier shall indemnify the Customer against any loss, claims, damages costs or expenses (including without limitation of the foregoing management and legal expenses) that the Customer may incur as a result of a breach of any of the terms or obligations under the Agreement whether such loss, claims, damages, costs or expenses are incurred by the Customer, by its successor(s) in title or by any third party claiming against the Customer.

10. LIMITATION OF LIABILITY

10.1 In no event will the Customer be liable to the Supplier for:

10.1.1 indirect or consequential damages; or

10.1.2 damages for loss of profits arising out of or in connection with the Agreement.

10.2 The above limitations shall not apply in respect of any matter or claim to the extent (if any) prohibited by law.

11. CONFIDENTIALITY

¹Please note the insurance levels suggested in Circular 10/14. In respect of professional indemnity insurance, this must be determined on a case by case basis and will depend on the nature of the services required. Insurance advisors should review.

- 11.1** The Customer shall hold in confidence and shall not publish or cause to be published or communicate to any third party any commercially sensitive or valuable information which the Supplier has reasonably and properly notified to the Customer are to be regarded as confidential about any of the Supplier's established systems, procedures and like matters used or intended to be used in the performance of the Agreement and in general use by the Supplier other than those developed specifically for the purposes of the Agreement save as may be required by law or to defend the interests of the Customer.
- 11.2** The Supplier agrees to hold in confidence and will at all times keep secret the affairs and concerns of the Customer and its respective transactions in business with each of its customers and the nature and particulars of the accounts of such customers and any other information of a confidential nature relating to the business or operations of the Customer, its employees or office holders, or its customers and will ensure that its employees, agents and sub-contractors comply with this undertaking. The Supplier will indemnify the Customer from and against all actions, proceedings, claims and demands which may be brought or made against the Customer and all losses, costs, charges, damages and expenses which the Customer may incur or sustain or for which the Customer may become liable by reason of any breach by the Supplier of this undertaking.
- 11.3** Confidential information will only be revealed by the Supplier to those employees or contractors who need to know such information for the carrying out of the supply of Goods or Services hereunder or as may be required by law.
- 11.4** The terms of this clause 11 shall survive expiry, completion or termination of the Agreement.

12. USE OF MATERIAL

Under no circumstances may any of the Customer material pertaining to the Agreement or any other material the property of or under the control of the Customer be used for any purpose without the express agreement in writing of the Customer.

13. TERMINATION

- 13.1** Without prejudice to any other remedies, either Party may immediately terminate the Agreement at any time by giving notice in writing to the other:

13.1.1 if the other Party fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fails to remedy such failure within 14 days of notice in writing (or such longer period as the party giving notice may grant); or

13.1.2 if the other Party ceases to carry on business in the normal course, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction, or compounds with its creditors generally or has a receiver or manager appointed over all or any of its assets, or an examiner is appointed to the Supplier or the Supplier is the subject of any other process in any jurisdiction equivalent to any of the foregoing processes;

- 13.2** The Customer may immediately terminate the Agreement at any time by giving written notice to the Supplier in the event of any material change in the control or ownership or ultimate control or ownership of the Supplier without the prior consent in writing of the Customer.
- 13.3** Without prejudice to any other rights, the Customer may terminate the Agreement without liability for compensation or damages at any time and for any or no reason upon giving to the Supplier at least three months written notice.
- 13.4** The Customer shall have the right, (in addition to any other rights which it has at law, or under the Agreement) to terminate the Agreement immediately and without liability for compensation or damages on the happening of any of the following:
- 13.4.1** where the Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016; and/or
- 13.4.2** where the Customer becomes aware that, at the time of the award of the Agreement, the Supplier was in one of the situations referred to in Regulation 57 (1) or (2) of the European Union (Award of Public Authority Contracts) Regulations 2016 and should have been excluded from the procurement procedure for the award of the Agreement; and/or
- 13.4.3** where the Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties governing the European Union or the European Union (Award of Public Authority Contracts) Regulations 2016 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.
- 13.5** The Customer may, at any time, terminate the Agreement early on such notice as it considers appropriate in the event that a challenge to the award of this Agreement to the Supplier or to any aspect of the competition leading to award of this Agreement is or has been made by any person on the grounds of non-compliance with applicable public procurement rules. If the Customer exercises its right of termination pursuant to this Clause 13.5 the Supplier shall not be entitled to any payment or to any compensation whatsoever as a result or in respect of early termination of this Agreement (other than any payment that properly accrued prior to the date of termination).
- 13.6** In the event that this Agreement is declared "ineffective" pursuant to the European Communities (Award of Public Authorities' Contracts) (Review Procedures) Regulations 2010, the Customer shall have no liability to the Supplier other than in respect of Services provided prior to the date on which such "ineffectiveness" order takes effect. Under no circumstances shall the Supplier be entitled to any payment or compensation for any loss or damage arising from any such declaration of ineffectiveness, including loss of profit for Services not provided or for loss of opportunity or reputation or breach of statutory duty or otherwise.
- 13.7** Termination by the Customer shall be without prejudice to any rights the Customer may have arising from the Agreement or any prior breach hereof, and to any provision of the Agreement which, expressly or by

implication has effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the foregoing the following clauses shall survive termination of the Agreement:

13.7.1 Clause 2	Applicable Law
13.7.2 Clause 8	Warranties
13.7.3 Clause 9	Indemnities and Insurance
13.7.4 Clause 13.4	Continuance in Force
13.7.5 Clause 11	Confidentiality
13.7.6 Clause 12	Use of Material
13.7.7 Clause 18	Inspection, Testing and Audit
13.7.8 Clause 20	Intellectual Property Rights
13.7.9 Clause 21	Intellectual Property Indemnity
13.7.10 Clause 29	Data Protection

13.8 For the avoidance of doubt, if the Agreement is terminated, without prejudice to any other provision, the Supplier shall not be entitled to payment for any costs incurred or Goods or Services supplied after the effective date of termination. Neither shall the Customer be held liable for loss, expense or damages whether of the Supplier, or any other person howsoever arising on account of such termination.

13.9 On completion or termination of the Agreement, howsoever arising, the Supplier shall immediately return all confidential information, records, papers, materials, media and other property of the Customer which is in its possession.

14. FORCE MAJEURE

14.1 No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for expense, damages or loss if such delay or failure is caused by Force Majeure (as defined below). Unless otherwise instructed by the Customer, the Supplier shall recommence performance as soon as possible after the Force Majeure has ceased.

14.2 "Force Majeure" shall mean an occurrence beyond the control and without the fault or negligence of the Party affected and which the said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: - acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Supplier's workforce.

14.3 If any delay or failure in performance, as set out above, persists for 7 days or more, the Customer shall have the right to terminate the Agreement by giving 7 days' notice in writing to the Supplier and, for the avoidance of doubt, the provisions of clauses 13.6 and 13.7 shall apply.

15. ASSIGNMENT

15.1 The Supplier shall not assign the Agreement or any part thereof without the Customer's prior written approval.

- 15.2** The Customer shall have the right to assign any or all of its rights and obligations deriving from the Agreement to any subsidiary company of the Customer without the prior consent of Supplier.

16 SUB-CONTRACTING

- 16.1** The Supplier shall not sub-contract all or any part of its obligations under the Agreement (except delivery of Goods) without the Customer's prior written approval. All sub-contract documents and sub-contractor selection shall be subject to written approval by the Customer's prior to award of each sub-contract. No such approval shall create any contractual relationship between the Customer and any sub-contractor.
- 16.2** The Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.
- 16.3** The Supplier shall maintain all sub-contract records and documentation, including, without limitation correspondence between the Supplier and its sub-contractors and shall preserve such documents for three years after termination of the Agreement or such other period as the Customer may request. The Supplier shall make such records and documentation available to the Customer as part of the Customer rights of audit under the Agreement.

17. NOTICES

- 17.1** Any demand, notice or communication shall be deemed to have been duly served:
- 17.1.1** if delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day service shall be deemed to occur on the next following working day); or
- 17.1.2** if given or made by prepaid post, two working days after being posted.
- 17.2** Any demand notice or communication shall be made in writing to the recipient at its registered offices or in the case of the Supplier at the address or place of business last known to the Customer, or in the case of the Customer, Tessa House, Tallaght, Dublin 24, D24DTN1 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the CEO.

18. INSPECTION, TESTING AND AUDIT

- 18.1** The Supplier agrees to allow the Customer's authorised representatives to visit its premises and any other location, which is in any way associated with the Agreement and to supply and make available to the Customer all documents, records and information requested by the Customer for the purpose of inspection (to include a call for advance samples), testing or audit of the implementation by the Supplier of its obligations under the Agreement and the Supplier shall provide all reasonable assistance in relation to such inspection, testing, or audit free of charge.
- 18.2** Any such inspection, test or audit, or failure to inspect, test or audit, shall not in any way relieve the Supplier from any of its obligations hereunder

or imply or constitute an admission or acknowledgement by the Customer as to discharge by the Supplier of its obligations under the Agreement. The Supplier will procure that all sub-contractors are similarly obligated and will procure enforcement of those obligations.

- 18.3** The issue by the Customer of a receipt note for any Goods or Services received under the Agreement shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or Services, or the Customer's acceptance of them.

19. SUPPLY OF INFORMATION

The Supplier shall provide the Customer with such information and evidence, as the Customer shall reasonably require from time to time concerning the make-up of the Supplier's charges and pricing arrangements.

20. INTELLECTUAL PROPERTY

- 20.1** In this Clause the following words shall have the following meanings:

20.1.1 "Intellectual Property Rights" or "IPR" shall mean copyright, trademarks, service marks, performance rights, design rights, patents, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs and goodwill associated with the foregoing and other similar rights or obligations whether registerable or not in any country (including but not limited to the place of delivery of the Goods and Services pursuant to the Agreement).

20.1.2 "Pre-existing Intellectual Property Rights" means all Intellectual Property Rights existing prior to the date of the Agreement and all Intellectual Property Rights in any Materials, acquired or developed by or for the Customer independently of the Agreement, and any Intellectual Property Rights in the Supplier's standard hardware and software products or modifications or updates to such products.

20.1.3 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 Customer and the Supplier so acknowledges and confirms. For the avoidance of doubt, the Supplier hereby assigns all IPR, title and interest in the Materials to the extent that any such IPR title or interest may be deemed by law to reside in it in the Materials to the Customer absolutely.

- 20.3** The Customer grants to the Supplier a royalty free non-exclusive licence to use the Customer's Pre-existing Intellectual Property Rights for the term of this Agreement to the extent necessary to enable the Supplier to fulfil its obligations under this Agreement. Save as expressly set out in this Clause 20 all Pre-Existing Intellectual Property Rights shall remain the sole property of the party who owned, acquired or developed such intellectual property.

- 20.4** The Supplier shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

20.5 The Supplier 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 Customer shall be vested with all necessary rights so as to enable the Customer to enjoy the benefit of the Services for its business purposes).

20.6 Upon the termination of this Agreement for whatever reason, the Supplier shall immediately deliver up to the Customer all the Materials prepared up to the date of termination. The provisions of this Clause 20 will survive the expiration or termination of this Agreement for any reason.

21. INTELLECTUAL PROPERTY INDEMNITY

21.1 If notified in writing of any action or claim brought against the Customer or to which the Customer is made a party based upon a claim that any Goods and Services provided or a modification made to Goods by the Supplier infringes any patent, trade mark, copyright, goodwill, covenant or other intellectual or other property right, the Supplier will on demand from time to time by the Customer pay any costs and damages awarded against the Customer or reasonably agreed to be paid in good faith by the Customer by way of settlement of any such action or claim and any costs or expenses incurred by the Customer in connection with the action or claim (including without limitation of the foregoing, legal and other expert fees).

21.2 If as a result of such action or claim the Customer is prohibited from using or otherwise is unable lawfully to use or benefit as intended from any Goods and Services the subject of the Agreement or if such an action or claim is likely to be made or is initiated and without prejudice to any other right or remedy of the Customer, the Supplier will either, at the option of the Customer procure for the Customer the right to continue to use and benefit of the Goods and Services in accordance with the Agreement, or replace or modify the infringing Goods and Services (without detracting from the overall performance of the Goods and Services) so that it becomes non-infringing or, replace the Goods and Services in their entirety with non-infringing Goods or Services of comparable quality, serviceability and capability at no cost to the Customer in respect of any of these remedies. The Supplier shall indemnify the Customer against any loss of use or benefit during, and any loss, damage, cost or expense in relation to, such modification or replacement.

22. Without prejudice to the foregoing the Supplier agrees and warrants that it has not and will not in the production or supply of any Goods and Services to be provided and supplied under the Agreement at any time infringe the intellectual or other property rights of any third party.

23. ADVERTISEMENT

The Supplier shall not quote the Customer name in relation to advertising or publicity without the express authorisation of the Customer.

24. WAIVER

24.1 Failure to exercise or delay in exercising, on the part of either Party, any right, power or privilege of that Party under the Agreement shall not in any circumstances operate as a waiver thereof nor shall any single or

partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

25. HEADINGS

The headings to the clauses of the Agreement shall not affect the construction of this Agreement.

26. SEVERABILITY

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

27. JOINT AND SEVERAL

All agreements on the part of either of the Parties which comprise more than one person or entity shall be joint and several and the neuter or singular gender throughout the Agreement shall include all genders and the plural respectively.

28. SERVICE TERM

The Agreement shall continue (without prejudice to the conditions for termination herein contained) for such term as may be provided for in the Tender Documents. In the event that the Agreement is extended by agreement between the Parties the terms and conditions hereof shall continue to apply and in any event shall not continue for more than a further 12 months without express agreement to renew in writing. For the avoidance of doubt the Customer makes no representation that there shall be any such continuation or extension and the Supplier acknowledges that it has no expectation in respect of any such renewal or extension.

29. DATA PROTECTION

29.1 Any capitalised terms used in this Section that are not defined in this Agreement will have the meaning given to them in the data protection and information privacy laws of Ireland and the European Union and includes to the extent applicable to this Agreement, the data protection and information privacy laws of Ireland and the European Union and includes any legislation in force from time to time which implements Directive 95/46/EC or Directive 2002/58/EC of the European Community, the Data Protection Act 2018, and any replacement regulation including Regulation (EU) 2016/679, known as the General Data Protection Regulation or GDPR (collectively referred to as "**Data Protection Legislation**").

29.2 Each party shall comply its obligations under Data Protection Legislation. In respect of any personal data provided by the Customer and processed by the Supplier as part of this Agreement, and for the purposes of this Clause 29, the Supplier shall be the Data Processor and the Customer shall be the Data Controller.

- 29.3 The Data Processor acknowledges and agrees that it will receive and Process certain Personal Data, details of which are set out in Schedule 2 (Data Processing) of this Agreement, in order and for as long as is necessary to provide the Goods and Services and perform its obligations under this Agreement.
- 29.4 The Data Processor shall ensure that its internal operating systems permit only properly authorised Personnel to access Personal Data.
- 29.5 The Data Processor shall provide appropriate training to its Personnel with respect to:
- (i) the correct handling of Personal Data so as to minimise the risk of security breaches; and
 - (ii) the requirements of the applicable Data Protection Legislation.
- 29.6 The Data Processor acknowledges and agrees that it will:
- (i) only Process Personal Data in accordance with the Data Controller's written instructions including with regard to transfers of personal data to a third country or an international organisation (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Data Controller to the Data Processor from time to time and the Data Controller shall ensure it gives only lawful written instructions) unless required to Process Personal Data other than as instructed by European Union or Member State law, in which case the Data Processor shall inform the Data Controller in accordance with Clause 29.11, except where prohibited by such law from doing so and shall in any event, cease the Processing pending receipt of further instructions from the Data Controller in relation to the Processing;
 - (ii) only use, reproduce or otherwise Process any Personal Data collected in connection with providing the Services to the extent necessary to provide the Services;
 - (iii) not modify, amend or alter the contents of the Personal Data, except as directed by the Data Controller;
 - (iv) not, without the Data Controller's written approval, Process any Personal Data on any Data Processor Systems on which data (including any Personal Data) is Processed for any person outside of the Data Controller; and
 - (v) implement and maintain a system for logging and identifying all Data Processor Personnel accessing any Personal Data through Data Processor Systems and if requested by the Data Controller, the Data Processor shall provide to the Data Controller a copy of the access log.
- 29.7 The Data Processor shall implement appropriate technical and organisational measures (in particular those required under the GDPR) to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data in accordance with the Data Processor's obligations under Data Protection Legislation (the "**Security Measures**"). These Security Measures may also include as appropriate:

- (i) the pseudonymisation and encryption of Personal Data;
- (ii) the ability to ensure the ongoing confidentiality, integrity and availability of the Personal Data and resilience of the Data Processor Systems used for such Processing;
- (iii) the ability to restore the availability and access to the Personal Data, in a timely manner [but no later than 72 hours], in the event of a physical or technical incident; and
- (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

29.8 The Data Controller may notify the Data Processor immediately in the event that it does not consider that the Security Measures ensure an appropriate level of security for Personal Data and the Data Controller shall notify the Data Processor of any additional or amended security controls or measures which the Data Controller considers in its reasonable opinion is necessary to ensure compliance with Data Protection Legislation. The Data Processor agrees to implement such additional security controls or measures.

29.9 The Data Processor agrees and warrants that the Security Measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

29.10 Without limiting the Data Processor's other obligations under this Clause 29, the Data Processor:

- (i) may disclose Personal Data to its Personnel but only those who:
 - a) need to know for the purpose of providing the Services (and only to that extent);
 - b) have been trained in accordance with Clause 29.5;
 - c) are subject to a binding contract to keep the Personal Data confidential (or are under an appropriate statutory obligation of confidentiality); and
- (ii) may only disclose Personal Data to any other person with the prior written consent of the Data Controller, and, where the Data Controller provides its consent, only where the person is subject to a binding commitment to keep the Personal Data confidential (or are under an appropriate statutory obligation of confidentiality).

29.11 If the Data Processor or Data Processor Personnel are required by law and/or an order of any court or competent jurisdiction or any regulatory, judicial or governmental body to disclose the Personal Data, the Data Processor shall, except where prohibited by law, first:

- (i) give the Data Controller notice of the details of the proposed disclosure;
- (ii) give the Data Controller a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Personal Data including but not limited to seeking such judicial redress as the Data Controller may see fit in the circumstances;
- (iii) give any assistance reasonably required by the Data Controller to protect the confidentiality of the Personal Data; and
- (iv) inform the proposed disclosee that the information is confidential Personal Data.

29.12 Without limiting the Data Processor's other obligations under this Agreement, the Data Processor shall not engage any third party processors to Process Personal Data without the prior written consent of the Data Controller. If the Data Processor engages any third party to Process any Personal Data, the Data Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement.

29.13 The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of the any third party processors and shall not make any such changes without the prior written consent of the Data Controller.

29.14 The Data Processor shall remain liable to the Data Controller for Processing by such third parties as if the Processing was being conducted by the Data Processor.

29.15 The Data Processor acknowledges and agrees that the Data Processor or Data Processor Personnel may not transfer Personal Data to any Third Country except to the extent that the transfer is expressly approved by the Data Controller in writing.

29.16 Each Party shall co-operate with the other party to the extent necessary to enable that party to comply with any requests of the Office of the Data Protection Commissioner or other competent supervisory authority in respect of the Personal Data.

29.17 The Data Processor shall:

- (i) make available to the Data Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller;
- (ii) immediately inform the Data Controller if, in its opinion, an instruction given or request made pursuant to Clause 29.17 (i) infringes Data Protection Legislation;
- (iii) taking into account the nature of the Processing, provide such assistance including by using appropriate technical and organisational measures as the Data Controller may require for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;

- (iv) provide such reasonable co-operation and assistance as the Data Controller may require to enable the Data Controller to comply with its obligations and in particular those obligations under Articles 32-36 of the GDPR including without limitation to notify the Data Controller without undue delay and in any event within twenty four (24) hours following the Data Processor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data ("**Personal Data Breach**"). The Data Controller shall without undue delay notify the Data Processor of any Personal Data Breach affecting the Data Processor;
- (v) immediately notify the Data Controller of any monitoring activities and measures undertaken by the Data Protection Authority that supervises the applicable data protection legislation;
- (vi) support the Data Controller regarding the Data Controller's obligations to provide information about the collection, processing or usage of Personal Data to a Data Subject;
- (vii) deal promptly and properly with all inquiries from the Data Controller relating to its Processing of the Personal Data;
- (viii) if the Data Processor receives any request by any person to access or correct Personal Data, the Data Processor shall, within two (2) Business Days, notify the Data Controller and provide the Data Controller with the full details of that request; and
- (ix) ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfilment of the contractual obligations as explicitly agreed upon and arising from this Agreement.

29.18 The Data Processor shall maintain proper records of any Personal Data recovered from or on behalf of the Data Controller and of all training carried out with regard to the technical and organisational data Security Measures.

29.19 The Data Processor shall permit the Data Controller or its representatives to access all relevant systems (including the Data Processor Systems), Personnel, records and information of the Data Processor during normal working hours for the purpose of inspecting, testing and auditing the technical and organisational data Security Measures operated by the Data Processor and for the purpose of confirming the Data Processor's compliance with its obligations under this Agreement and with Data Protection Legislation. The Data Processor shall promptly implement any requirement made by the Data Controller to improve the technical and organisation measures.

29.20 If the Data Processor cannot provide compliance or foresees that it cannot comply with its obligations as set out in this Agreement, for whatever reasons, it agrees to promptly inform the Data Controller of its inability to comply, in which case the Data Controller is entitled to suspend the transfer of Data.

29.21 The Data Processor will promptly notify the Data Controller about:

- (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental, unauthorised access, or other event that constitutes a Personal Data Breach; and
 - (iii) any request received directly from the Data Subjects without responding to that request, unless it has been otherwise authorised to do so.
- 29.22 If the Data Processor becomes aware of any Personal Data Breach including that it or any person is accessing, using, disclosing or otherwise Processing any Personal Data in contravention of this Agreement or Data Protection Legislation (or has done so), the Data Processor shall without undue delay give the Data Controller notice of the full details of the contravention.
- 29.23 The Data Processor acknowledges and agrees that the Data Controller's knowledge of, or response to, any notice given pursuant to Clause 29.22, whatever form that may take, does not affect any other rights of the Data Controller under this Agreement.
- 29.24 The Data Processor shall indemnify the Data Controller, its directors, officers, agents, employees against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and losses incurred by the Data Controller or any of the Data Controller's Personnel, arising from or in connection with the Data Processor acting outside or contrary to the lawful instructions of the Data Controller and/or any other breach by the Data Processor of its obligations under this Agreement or the Data Protection Legislation.
- 29.25 The Data Processor shall, at any time, on request by the Data Controller:
- (i) not use, copy, disclose or otherwise Process any Personal Data and promptly return the Personal Data to the Data Controller; and
 - (ii) if requested by the Data Controller, securely destroy all copies of the Personal Data received and/or processed by it under this Agreement unless European Union or Member State law requires storage of the Personal Data.

30. DISPUTES

Subject to Clause 2 and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time.

31. CONFLICTS, REGISTERABLE INTERESTS AND CORRUPT GIFTS

- 31.1** The Supplier confirms that it has carried out a conflict of interest check and is satisfied that it has no conflicts in relation to the provision of Good and Services and its obligations undertaken under this Agreement. The Supplier hereby undertakes to advise the Customer should any conflict of interest come to its attention during this Agreement and to comply with the Customer's directions in respect thereof.

- 31.2** Any registrable interest involving the Supplier (and any sub-contractor or agent as the case may be) and the Ceann Comhairle (Speaker), the Commissioners of Public Works, members of the Government, members of the Oireachtas or their relatives must be fully disclosed to the Customer immediately upon such information becoming known to the Supplier (sub-contractor or agent as the case may be) and to comply with the Customer's directions in respect thereof, to the satisfaction of the Customer. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Acts, 1995 and 2001 (as amended) a copy of which is available on request.
- 31.3** The Supplier 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 31.3 or the commission of any offence by the Supplier, any sub-contractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Customer to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Supplier of the amount or value of any such gift, consideration or commission.
- 31.4** The Supplier will indemnify the Customer for their additional costs and any other losses in the event that the Supplier has to cease acting for the Customer; or the Customer decides to terminate the Contract in either case because of a conflict, or potential conflict, of interest that was not disclosed by the Supplier to the Customer before the Agreement was awarded.

32. CHANGE CONTROL PROCEDURE

- 32.1** 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. 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"). All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- 32.1** The Parties must indicate their acceptance or rejection of the Change Control Notice and/or Impact Assessment within a reasonable timeframe of its completion, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- 32.2** On approval of the Change Control Notice and Impact Assessment, this Agreement will be updated and revised as appropriate and in writing.
- 32.3** In the event that either Party rejects the Change Control Notice or Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- 32.4** The Supplier and the Customer 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 Customer's request for any variation is

subsequently withdrawn but results in a delay in the performance of the Services then the Supplier 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.

33. AGREEMENT SIGNATORIES

We accept these Terms and Conditions and agree to be bound by same as Terms and Conditions of the Agreement.

SIGNED for and on behalf of the Customer

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Supplier

(being a duly authorised officer)

Witness

Dated the ** day of **** 2024**

SCHEDULE 1

Supplier Name:-

Supplier Address:-

Applicable Law:-

**Applicable Non-Exclusive
Jurisdiction:-**

Saint John of God Housing Association

Signed on behalf of: _____

Date: _____

Supplier

Signed on behalf of: _____

Date: _____

SCHEDULE 2

DATA PROCESSING

Subject matter of the processing	Tenant details, rent receipts, payroll, addresses of properties
Duration of the processing	The duration of the audit
Nature of the processing	Such processing as is necessary to enable Data Processor to comply with its obligations and exercise its rights under this Agreement (and in respect of the services it provides to the Data Controller), including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
Purpose of the processing	The performance of Data Processor obligations and exercise of its rights under this Agreement, including the performance of functions required or requested by the Data Controller for the Data Controller's compliance with its statutory and/or contractual obligations.
Personal data and special categories of data types	Personal data and special categories of data provided to Data Processor by or on behalf of the Data Controller, including personal data and special categories of data provided directly to Data Processor by a data subject or third party: (i) on the instruction or request of the Data Controller; or (ii) on the request of Data Processor where Data Processor has been authorised to make such request by the Data Controller or is legally required to make such request.
Categories of data subjects	Personal data related to individuals associated with the Data Controller, including employees, Partners, consultants, contractors, clients, tenants.

Appendix 8 Freedom of Information

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to Saint John of God Housing Association's obligations under law, including (if applicable) the provisions of the Freedom of Information Acts 1997 and 2003. The Tenderer will agree that, should it wish any confidential information supplied by it to Saint John of God Housing Association not to be disclosed because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. Saint John of God Housing Association will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Acts 1997 and 2003. However, Saint John of God Housing Association will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Acts 1997 and 2003 and the final decision on whether or not to release such information rests with Saint John of God Housing Association or as set out in the Freedom of Information Acts 1997 and 2003.