



PLEASE REMOVE ALL SQUARE BRACKETS, HIGHLIGHTED TEXT, FOOTNOTES, COMMENTS ETC BEFORE FINALISING AND SIGNING

GOAL

and

[]

CONTRACT FOR SERVICES



THIS AGREEMENT is dated []

PARTIES

- (1) **GOAL**, an international relief and development agency incorporated in Ireland as a company limited by guarantee and having its registered office at Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, Ireland (“**GOAL**”); and
- (2) [], having its registered address at [] [or with an address at [] if the Consultant is an individual] (the “**Consultant**”),

(and together with GOAL, the “**Parties**”).

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement (unless the context requires otherwise).

Board: the board of directors of GOAL (including any committee of the board duly appointed by it).

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date : [] 2018.

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) of a confidential nature including, without limitation, information relating to the business, products, programmes, affairs, finances, employees, sponsors, donors, key relationships, marketing information or business plans of GOAL for the time being confidential to GOAL and trade secrets including, without limitation, technical data and know-how relating to the business of GOAL or any of its business contacts.

Contract Term: as defined in Clause 2.2 hereof.

Data Controller: the party who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed;

Data Processor: a person or entity who processes Personal Data on behalf of the Data Controller on the basis of a formal, written contract, but who is not an employee of the Data Controller.

Data Protection Legislation: any data protection legislation from time to time in force in the Republic of Ireland including but not limited to The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and the European Communities (Electronic Communications Networks and Services) (Privacy And Electronic Communications) Regulations 2011 as such may be amended from time to time.

Data Subject: an individual who is the subject of Personal Data, i.e. to whom the data relates either directly or indirectly;

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Consultant to GOAL specified in Schedule 2 and any other documents, products and materials provided by the Consultant to GOAL in connection with the Services.



Engagement: the engagement of the Consultant by GOAL on the terms of this Agreement.

GOAL Mission: any GOAL humanitarian response mission in any part of the world and/or any other GOAL programme in respect of which the Services of the Consultant are engaged under the terms of this Agreement.

Intellectual Property Rights: without limitation, patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, brand names, certification marks, business names, logos and domain names, rights to goodwill or to sue for passing off, rights in the nature of unfair competition, rights in designs, rights in computer software, [semiconductor topography rights], database rights, *sui generis* rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Personal Data: any information relating to an identified or identifiable natural person that is processed by the Provider as a result of, or in connection with, the provision of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing, Processes and Process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisational, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties;

SCC: the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors

Services: the services to be provided by the Consultant in a consultancy capacity for GOAL as set out in Clause 3 and as more particularly described in Schedule 2 hereto.

Termination Date: the date of termination of this Agreement howsoever arising.

Total Remuneration Amount: as defined in Clause 7.1 hereof.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 A reference to GOAL shall include any company of which it is a subsidiary (its holding company) and any subsidiaries of GOAL or of any such holding company.



- 1.3 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 The Schedules to this Agreement form part of (and are incorporated into) this Agreement.
- 1.7 A reference to the Consultant includes a reference to the staff of the Consultant.

2. **Term of Engagement**

- 2.1 GOAL shall engage the Consultant and the Consultant shall provide the Services in accordance with the terms of this Agreement and the conditions set forth herein.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue for a period of [[written amount] (numerical) weeks], to [] unless and until terminated (the "**Contract Term**"):
 - (a) as provided by the terms of this Agreement; or
 - (b) by either party giving to the other not less than one (1) months' prior written notice.

3. **Duties**

- 3.1 During the Engagement the Consultant shall:
 - (a) provide the Services and the Deliverables in accordance with Schedule 2;
 - (b) ensure that the Services and Deliverables shall conform in all respects with Schedule 2 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultant by GOAL;
 - (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Consultant's industry, profession or trade and use its best endeavours to promote the interests of GOAL;
 - (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - (e) co-operate with GOAL in all matters relating to the Services, and act in accordance with GOAL's instructions in performing the Services;
 - (f) before the Commencement Date, obtain and at all times, maintain during the Contract Term, all necessary licences and consents and comply with all Applicable Laws in relation to the Services;
 - (g) hold all Confidential Information in safe custody at its/his/her own risk and maintain the Confidential Information in good condition until returned to GOAL and not dispose of or use the Confidential Information other than in accordance with GOAL's written instructions or authorisations;



- (h) not do or omit to do anything which may cause GOAL to lose any licence, authority, consent or permission on which it/he/she relies on for the purposes of conducting its/his/her business or in respect to the Services; and
- (i) notify GOAL in writing immediately upon the occurrence of a change of control of the Consultant.

3.2 In relation to the Consultant's personnel (if the Consultant is a company), the Consultant shall ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Consultant to fulfil its/his/her obligations under this Agreement;

3.3 If the Consultant is unable to provide the Services, it/he/she shall advise GOAL of that fact as soon as reasonably practicable and shall provide such evidence of inability to perform as GOAL may reasonably require. For the avoidance of doubt, no fee shall be payable in accordance with Clause 7 in respect of any period during which the Services are not provided.

3.4 The Consultant shall use all reasonable endeavours to ensure that it/he/she is available at all times on reasonable notice to provide such assistance or information as GOAL may require.

3.5 Unless it/he/she has been specifically authorised to do so by GOAL in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of GOAL; or
- (b) hold itself/himself/herself out as having authority to bind GOAL

4. **Health, Safety and Security**

4.1 The Consultant shall comply with all reasonable standards of safety and comply with GOAL's health and safety procedures from time to time in force and report to GOAL any unsafe working conditions or practices.

4.2 The Consultant acknowledges that it/he/she has accepted this Engagement entirely at its/his/her own risk, and in the knowledge and understanding that the Engagement may involve travel to and work in locations where there is civil unrest and in respect of which a governmental travel warning may exist. The Consultant hereby warrants and represents that it/he/she is experienced in working in such challenging environments and acknowledges and accepts that health, welfare and security is primarily his own responsibility and undertakes to have good personal health, welfare and security awareness.

The Consultant shall complete any security briefings GOAL organises before or during a GOAL Mission, and shall read and comply with all GOAL safety and security policy documents and the relevant GOAL country safety, security and evacuation plans as amended and updated from time to time. The Consultant agrees to follow all safety and security directives, guidelines, rules and procedures devised by GOAL, as amended from time to time, as well as all reasonable instructions issued by the relevant GOAL Country Management Team, GOAL HQ Management team and/or GOAL's Global Security Advisor. The Consultant shall not travel outside the geographic area of work designated by GOAL in the context of any specific GOAL Mission from time to time without express permission from the Humanitarian Advisor and authorisation from GOAL's insurers and Global Security Advisor, where appropriate.



4.3 The Consultant shall not either wilfully or recklessly do or omit to do anything that could put his health, safety or security or that of any other person (including, but not limited to, other GOAL consultants or GOAL staff) at risk. Wilful non-compliance with GOAL's safety and security rules and procedures may give rise to termination of this Agreement pursuant to Clause 19.1(b).

5. **GOAL Policies**

5.1 The Consultant shall at all times comply with GOAL policies, including, without limitation, the following, copies of which have been made available to it/him/her:

- (a) Code of Conduct;
- (b) Child Protection Policy;
- (c) Conflict of Interest Policy;
- (d) Anti-Fraud Policy;
- (e) Whistleblowing Policy;
- (f) Security Manual; and
- (g) Data Protection Policy

5.2 The Consultant acknowledges that the aforementioned policies may be amended by GOAL from time to time and, upon notification to the Consultant, it/he/she shall comply with such amended policies.

5.3 Failure to comply with GOAL policies may lead to termination of this Agreement pursuant to Clause 19.1(b).

6. **Briefing, Debriefing, Visas, Work Permits and Medical Clearance**

6.1 The Consultant shall attend any pre-assignment briefing and training sessions as required by GOAL and complete handover notes, debrief forms and take part in any debriefing sessions required by GOAL.

6.2 The Consultant shall make all necessary arrangements to obtain required Visas and work permits for the performance of this Agreement.

6.3 The Consultant must ensure that it/he/she takes adequate medical precautions before and during this Agreement and must ensure all staff are medically fit for this work. The Consultant must also ensure that it/he/she has adequate medical insurance, including medical evacuation and repatriation insurance; for the avoidance of doubt GOAL is not liable for any medical costs whatsoever.

7. **Fees**

7.1 In consideration of the provision of the Services during the Engagement, GOAL shall, within 30 working days of receipt of an invoice submitted in accordance with Clause 7.5 pay to the Consultant a fee of [] [inclusive of VAT] (if applicable) (the "**Total Remuneration Amount**"). No additional remuneration or premium rate shall be payable for hours worked outside ordinary business hours or public holidays and the Consultant acknowledges that due to the



nature of the Services, it/he/she may be required to work weekends and evenings when on a GOAL Mission overseas. No annual leave entitlement shall be accrued.

7.2 GOAL shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to GOAL or any group company at any time.

7.3 In circumstances where the Consultant fails to provide the Services in accordance with timelines provided for in Schedule 2 or where GOAL (in its absolute discretion) deems the provision the of Services, GOAL shall be entitled to deduct [thirty per cent (30%)] from the Total Remuneration Amount.

7.4 Payments by GOAL shall be made directly to the Consultant. Payment shall be made by cheque/ bank transfer payable to the Consultant's name only.

7.5 **Payment**

The Consultant shall invoice GOAL for the services provided as per the schedule of services.

The terms of payment shall be as per schedule of services.

8. **Expenses**

8.1 GOAL shall not reimburse any expenses for this Agreement.

8.2 GOAL shall not provide transport to and from field sites or accommodation for the Consultant under this GOAL Agreement.

9. **Other Activities**

Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

(a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement.

Restrictions¹

9.1 The Consultant agrees that, during the Engagement² whether alone, jointly or as agent, principal, partner, director, employee, shareholder or otherwise directly or indirectly he/she/it shall not:

(a) provide or procure the provision of any services or carry out or procure the carrying out of any other business activity, work or services for any third party if the services, activity or work relate to or are either the same as or similar to or competitive with the activities of GOAL with which the Consultant was involved during the Engagement;

(b) enter into competition with GOAL;

¹ This Clause may or may not be appropriate depending on the circumstances. Consider and amend or delete as appropriate.

² If, in exceptional cases, there is to be a restriction on a service provider doing similar work post contract, insert the following: "and for [six months] afterwards".



- (c) solicit the custom of or entice away from GOAL funding from any donor who is or was a donor of GOAL at any time during the twelve-month period immediately preceding the date on which the Engagement terminated and with whom the Consultant dealt during the said twelve-month period;
- (d) solicit the services of or entice away from GOAL or engage, whether on his/her/its own behalf or on behalf of others, any person who is or was employed by GOAL at any time during the twelve-month period immediately preceding the date on which the Engagement terminated

9.2 The Consultant hereby acknowledges that the restrictions in this Clause 9 are separate and severable and are fair and reasonable in all the circumstances. If any of the restrictions are adjudged by a court of competent jurisdiction to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the GOAL but would be reasonable if any particular restriction or restrictions, or part of their wording, were deleted, such restrictions shall apply with such deletion as may be necessary to make them valid and effective.

10. Equipment/ Communications

10.1 The Consultant shall provide its/his/her own laptop and local mobile phone, which it/he/she shall use for carrying out the Services under this Agreement.

11. Driving and Local Transport

11.1 GOAL shall not provide the Consultant with transport for this Agreement.

12. Media and Communications

12.1 The Consultant shall not comment or make any representation to the media, official bodies and/or agencies or host governments on the policy or views or any of the business or activities of GOAL without having first obtained the express permission of GOAL's Country Director and/or GOAL Head Office (Dublin) as applicable.

12.2 GOAL reserves the right to publicise the activities of the Consultant before, during or after its/his/her Services in the press, broadcast media and in GOAL publicity materials unless the Consultant objects to any such publicity by notice in writing to GOAL's Country Director and/or GOAL Head Office (Dublin) as applicable

13. Confidential Information and Company Property

13.1 The Consultant acknowledges that in the course of the Engagement it/he/she shall have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this Clause 13 and enter into a non-disclosure agreement with GOAL in the form set out in Schedule 3 hereto.

13.2 The Consultant shall not (except in the proper course of its/his/her duties) either during the Engagement or at any time after the Termination Date, use or disclose to any person, firm or



company (and shall use its/his/her best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by GOAL or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

13.3 All documents, lists manuals, hardware and software or access to GOAL's systems provided for the Consultant's use by GOAL, and any data or documents (including copies) produced, maintained or stored on GOAL's computer systems or other electronic equipment (including mobile phones if provided by GOAL), remain the property of GOAL and shall immediately be returned to GOAL (or, if so requested by GOAL), destroyed upon termination or expiry of this Agreement.

14. Data Protection

The Parties acknowledge that for the purposes of the Data Protection Legislation, in performing its/his/her obligations under this Agreement, the Consultant, to the extent that it/he/she processes Personal Data received from the Provider, is a "Data Processor" and the GOAL is the "Data Controller"; as defined in the Data Protection Legislation.

14.1 Data Controller Obligations

- (a) The Data Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including for the processing instructions it gives to the Data Processor.
- (b) The Data Controller shall authorise the Data Processor to process the Personal Data in any manner that may reasonably be required in order to provide the Services and Schedule 4 describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect thereof.

14.2 Data Processor Obligations

- (a) The Data Processor shall comply with the Data Protection Legislation when processing Personal Data.
- (b) The Data Processor shall act only on the written instructions of the Data Controller in relation to the processing of the Personal Data under this Agreement and shall promptly comply with any request or instruction from the Data Controller requiring the Data Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- (c) Without prejudice to other legal provisions concerning the Data Subject's right to compensation and liability of the Parties generally, as well as legal provisions concerning fines and penalties, the Data Processor shall carry full liability in the instance where it/he/she is found to have infringed Data Protection Legislation, by determining the purposes and means of processing.

14.2.1 Use and Processing of Data

The Data Processor shall:



- (a) only use such Personal Data for the purposes of performing its/his/her obligations under this Agreement;
- (b) only process the Personal Data to the extent, and in such a manner, as is necessary in order to deliver the Services under this Agreement and in accordance with the Data Controller's written instructions from time to time. The Data Processor shall not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Data Processor must promptly notify the Data Controller if, in its/his/her opinion, the Data Controller's instruction or performance by the Data Processor of this Agreement would not comply with the Data Protection Legislation;
- (c) maintain the confidentiality of all Personal Data and shall not disclose Personal Data to any third party or allow any third party to use such data in any circumstances other than:
 - I. at the specific written request of the Data Controller;
 - II. where this Agreement specifically authorises the disclosure in order to deliver the Services;
 - III. in strict compliance with Clause 14.2.6 of this Agreement; or
 - IV. where such disclosure is required by law. If a law, court, regulator or supervisory authority requires the Data Processor to process or disclose Personal Data, the Data Processor must first inform the Data Controller of the legal or regulatory requirement and give the Data Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice;
- (d) assist the Data Controller with undertaking an assessment of the impact of processing any Personal Data, and with any consultations with the Data Protection Commissioner or any other data protection or regulatory authority, if and to the extent an assessment or consultation is required to be carried under Data Protection Legislation; and
- (e) comply with any further written instructions with respect to processing by the Data Controller and any such further instructions shall be incorporated into Schedule 4.

14.2.2 Access to Information

The Data Processor shall:

- (a) upon the request of a Data Subject, inform such Data Subject that it/he/she is a Data Processor and that the other Party is a Data Controller;
- (b) inform the Data Controller immediately in the event of:
 - I. the exercise by any Data Subject of any rights under Data Protection Legislation in relation to any Personal Data;
 - II. a request to rectify, block or erase any Personal Data;
 - III. a request, complaint or communication relating to either Party's obligations under the Data Protection legislation;
 - IV. receiving any request from the Data Protection Commissioner or any other data protection or regulatory authority in connection with the Personal Data processed under this Agreement;



- V. receiving any request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.
- (c) co-operate with the Data Controller and provide assistance to deal with all requests and communications from Data Subjects and the Data Protection Commissioner or any other data protection or regulatory authority;
- (d) co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement as the Data Controller may reasonably require to enable it to monitor compliance by the Data Processor with the obligations in this Clause 14.2 of the Agreement;
- (e) maintain, and make available upon request by the Data Controller, acting reasonably, and/or the Data Protection Commissioner or any other competent data protection or privacy authority, a central register, in the form set out in Schedule 4 below, which describes the processing for which the Data Processor is responsible and shall include:
 - I. the nature, duration and purpose(s) for which such Personal Data is processed;
 - II. a description of such Personal Data that it/he/she processes (including the categories of personal data and data subjects types);
 - III. any recipients of such Personal Data; and
 - IV. the location(s) of any overseas processing of such Personal Data.

14.2.3 Disclosure and Data Sharing

The Data Processor (or any subcontractor) shall:

- (a) only disclose such Personal Data to, or allow access by, its employees, agents and delegates who have had appropriate training in data protection matters and whose use of such Personal Data is strictly necessary for the performance of the Services;
- (b) ensure all such employees, agents and delegates of the Data Processor who can/or do access such Personal Data are informed of its confidential nature and are bound by confidentiality obligations and use restrictions in respect of the Personal Data, including but not limited to a restriction on copying, publishing, disclosing or divulging such Personal Data to any third party without the prior written consent of the Data Controller;
- (c) not divulge such Personal Data whether directly or indirectly to any person or firm without the prior written consent of the Data Controller except, subject to Clause 14.2.6 of this Agreement, to those of its employees, agents and delegates who are engaged in the processing of the Personal Data or except as may be required by any applicable laws or any court to which the data processor or its Affiliates are subject; and
- (d) not transfer or otherwise process any Personal Data to a third party outside the European Economic Area (EEA) except with the express prior written consent of the Data Controller.



- (e) Where such consent is granted, the Data Processor may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:
 - I. the Data Processor is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Data Processor must identify in Schedule 4 the territory that is subject to such an adequacy finding; or
 - II. the Data Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Data Processor (and, where appropriate, the Data Controller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of Data Subjects as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679). The Data Processor must identify in Schedule 4 the transfer mechanism that enables the Parties to comply with these cross-border data transfer provisions and the Data Processor must immediately inform the Data Controller of any change to that status; or
 - III. the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Schedule 4.

- (f) If any Personal Data transfer between the Data Controller and the Data Processor requires execution of SCC in order to comply with the Data Protection Legislation (where the Data Controller is the entity exporting Personal Data to the Data Processor outside the EEA), the Parties shall complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.

- (g) If the Data Controller consents to appointment by the Data Processor located within the EEA of a subcontractor located outside the EEA in compliance with the provisions of this Clause 14.2.3, then the Data Processor must identify valid cross-border transfer mechanism which may include the entry into of a SCC with such subcontractor, which shall be put in place prior to any such transfers.

14.2.4 Security Systems

The Data Processor shall:

- (a) at all times during the Contract Term, implement appropriate technical and organisational measures to protect such Personal Data held or processed by it/him/her against unauthorised or unlawful processing and against accidental and unlawful loss, destruction, alteration, disclosure or damage.

- (b) promptly upon becoming aware of the above, notify the Data Controller of any actual or suspected incident of unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including corrective action unless such action is contrary to the law.

14.2.5 Data Retention and Disposal



The Data Processor shall:

- (a) promptly upon termination or expiry of this Agreement and, at any other time, on request by the Data Controller, return to the Data Controller or delete all Personal Data, including that of employees of the Data Controller, together with all copies thereof in any media in its/her/his power, possession or control, except to the extent the Data Processor is required to retain a copy of such Personal Data to comply with Data Protection Legislation.
- (b) promptly upon becoming aware of the same and without undue delay, notify the Data Controller of any actual or suspected incident of accidental, unauthorised, or unlawful destruction or disclosure of or access to Personal Data, including where Personal Data is lost or destroyed, becomes damaged, corrupted or unusable and shall provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including:
 - I. description of the nature of such incident, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - II. the likely consequences; and
 - III. description of the measures taken and corrective action, or proposed to be taken to address such incident, including measures to mitigate its/his/her possible adverse effects, unless such action or measures are contrary to the law. The Data Processor shall provide such corrective action and measures at its/his/her own expense.
- (c) immediately following any accidental, unauthorised, or unlawful incident, the Parties shall co-ordinate with each other to investigate the matter. The Data Processor shall co-operate with the Data Controller in the Data Controller's handling of the matter, including:
 - I. assisting with any investigation;
 - II. providing the Data Controller with physical access to any facilities and operations affected;
 - III. facilitating interviews with the Data Processor's employees, former employees and others involved in the matter;
 - IV. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Data Controller; and
 - V. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from such incident or unlawful Personal Data processing.
- (d) The Data Processor shall not inform any third party of any such incident without first obtaining the Data Controller's prior written consent, except when required to do so by law.
- (e) The Data Processor agrees that the Data Controller has the sole right to determine:
 - I. whether to provide notice of such incident to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others,



- as required by law or regulation or in the Data Controller's discretion, including the contents and delivery method of the notice; and
- II. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

- (f) The Data Processor shall cover all reasonable expenses associated with the performance of the obligations under this Clause 14.2.5 of this Agreement unless the matter arose from the Data Controller's negligence, wilful default or breach of this Agreement.
- (g) The Data Processor shall also reimburse the Data Controller for actual reasonable expenses that the Data Controller incurs when responding to such incident to the extent that the Data Processor caused such incident, including all costs of notice and any remedy.

14.2.6 Third Parties

The Data Processor shall:

- (a) not engage any sub-contractor to assist it/him/her in the fulfilment of its/his/her obligations under the Agreement without the prior written consent of the Data Controller and unless there is a written contract in place between the Data Processor and the sub-contractor which requires the sub-contractor to:
 - I. only carry out processing as may be necessary from time to time for the purposes of its engagement by the Data Processor in connection with the Agreement;
 - II. comply with obligations equivalent to those imposed on the Data Processor in Clause 14.2 of the Agreement;
 - III. notify the Data Controller of any changes to the sub-contractor or the written contract;
 - IV. ensure that, in the event of delegation to an affiliate or other delegate, or the appointment of an agent, such affiliate, delegate or agent shall comply with obligations equivalent to those imposed on the Data Processor in Clause 14.2 of the Agreement; and
 - V. remain fully liable for all acts or omissions of any sub-contractor and/or affiliate.

14.2.7 Right of Audit

The Data Processor shall:

- (a) without unreasonable delay, provide a copy of all data and data-related activity logs maintained by the Data Processor and other related information to the Data Controller upon receipt of a written request by the Data Controller or a request in the course of an audit or inspection. Such data shall be provided in the format and on media as reasonably specified by the Data Controller; and
- (b) agree that where a sub-contractor has been engaged by the Data processor, the Data Controller may, upon giving reasonable notice and within normal business hours, carry out similar compliance and information security audits



and checks of the sub-contractor to ensure adherence to the terms of this Agreement, in the manner as set out in Clause 14.2.2 of this Agreement.

15. Data Security

15.1 In providing the Services, and in carrying out the other tasks allocated to it/him/her under this Agreement, the Consultant shall in accordance with best industry practice:

- (a) take all reasonable steps to prevent any viruses being introduced into GOAL's systems;
- (b) not access or attempt to access GOAL's systems (where such access is not necessary for the Consultant to carry out its/his/her obligations under this Agreement) or permit its personnel (if Consultant is a company) to do so without the prior written consent of GOAL;
- (c) procure that no unauthorised third party shall, as a result of any act or omission of the Consultant or its personnel (if Consultant is a company), obtain access to any of GOAL's Confidential Information;
- (d) apply security procedures to guard against the loss, destruction, corruption or alteration of GOAL's Confidential Information in the possession or control of (or accessed by) the Consultant;
- (e) ensure that it/he/she (and also its personnel if the Consultant is a company) do not deliberately or negligently corrupt or erase GOAL's Confidential Information on GOAL's system;
- (f) if it/he/she stores any of the Confidential Information in order to provide Services, keep such Confidential Information physically and logically separate from the data of its/his/her other customers, and identify it as the confidential information of GOAL;
- (g) not disclose passwords supplied by GOAL to access GOAL's system to any person other than its personnel with a need to know; and
- (h) immediately notify GOAL of any breach of this Clause 8 or reasonable likelihood of a breach arising.

15.2 The Consultant hereby agrees that staff of GOAL and/or third parties appointed by GOAL, will have the right to audit security controls (IT hardware, software, documentation, procedures, papers and records) in place by the Consultant to assess the Consultant's dealing, retaining and storing of the Confidential Information pursuant to this Agreement and its obligations under the Data Protection Legislation. Such right to audit must be exercised reasonably and only on reasonable notice to the Consultant and allows GOAL information security assurance.

16. Intellectual Property

16.1 In consideration for €1 (receipt of which is hereby acknowledged), the Consultant agrees to the provisions of this Clause 16.

16.2 The Consultant hereby assigns to GOAL all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and inventions on trust for GOAL.



- 16.3 Any Works, approaches or materials developed by the Consultant prior to this Agreement shall remain the intellectual property of the Consultant. GOAL shall be granted non-exclusive use rights to those Works and materials. The Consultant is not obligated to specify in advance what comprises such pre-existing Intellectual Property Rights for this Clause 16.3 to apply.
- 16.4 The Consultant undertakes:
- (a) to notify to GOAL in writing of the full details of any Works and Inventions promptly on their creation;
 - (b) to keep confidential details of all Works and Inventions;
 - (c) whenever requested to do so by GOAL and in any event on the termination or expiry of the Engagement, promptly to deliver to GOAL all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of its/his/her creation which are in its/his/her possession, custody or power;
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by GOAL; and
 - (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or shall pass, to GOAL.
- 16.5 The Consultant warrants to GOAL that:
- (a) it/he/she has not given and shall not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) it/he/she is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by GOAL shall not infringe the rights of any third party.
- 16.6 The Consultant waives any moral rights in the Works to which it/he/she is now or may at any future time be entitled in accordance with the Copyright and Related Rights Act 2000 or any similar rights in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the Consultant's moral rights.
- 16.7 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the performance of its/his/her obligations under this Clause 16.
- 16.8 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of GOAL, at any time either during or after the Engagement, as may, in the opinion of GOAL, be necessary or desirable to vest the Intellectual Property Rights in, and to register or obtain patents or registered designs in, the name of GOAL and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 16.9 The Consultant hereby irrevocably appoints GOAL to be its/his/her attorney to execute and do any such instrument or thing and generally to use its/his/her name for the purpose of giving



GOAL or its/his/her nominee the benefit of this Clause 16 and acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of GOAL that any instrument or act falls within the authority conferred by this Clause 16.9 shall be conclusive evidence that such is the case.

17. Liability and Insurance

- 17.1 During the Contract Term and for a period of six (6) months after the expiry or termination of this Agreement, the Consultant shall maintain in force, with a reputable insurance company, inter alia, professional indemnity insurance, public liability insurance, employer's liability insurance (if the Consultant is a company, or there are otherwise employees of the Consultant), product liability insurance and any other insurance necessary to cover the liabilities that may arise under or in connection with this Agreement (the "Insurance Policies") and shall produce to GOAL on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 17.2 The Consultant shall be liable for any loss, liability or costs (including reasonable legal costs) incurred by GOAL in connection with the provision of the Services and shall accordingly maintain in force the Insurance Policies in accordance with Clause 17.1.
- 17.3 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to GOAL and that the level of cover and other terms of insurance are acceptable to and agreed by GOAL.
- 17.4 Where required, the Consultant shall notify the insurers of GOAL's interest and shall cause such interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by GOAL against the Consultant in respect of which the Consultant would be entitled to receive indemnity under the Insurance Policies, the relevant insurer shall indemnify GOAL directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify GOAL, the Consultant shall use all insurance monies received by it/him/her to indemnify GOAL in respect of any claim and shall make good any deficiency from its/his/her own resources.
- 17.5 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify GOAL without delay.

18. Indemnity and Waiver

- 18.1 The Consultant hereby irrevocably and unconditionally agrees to indemnify and keep indemnified GOAL together with its officers, employees, agents and consultants against all losses, costs, demands, damages, actions, expenses and claims howsoever incurred by GOAL as a consequence or arising out its/his/her acts or omissions in providing the Services, provided that this indemnity shall not be relied upon by the GOAL in respect of any fraudulent act committed by GOAL.



18.2 The Consultant hereby waives and wholly abandons any action or claim whatsoever that it/he/she (or its/his/her heirs, executors or assigns) has or may in the future have against GOAL and/or any of its officers, employees, agents and consultants in respect of any loss or damage (including injury, serious illness or death) arising directly or indirectly out of the Engagement (including the journey to and from any GOAL mission site), other than in respect of any fraudulent act committed by GOAL.

19. Termination

19.1 Notwithstanding the provisions of Clause 2.2, GOAL may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts properly accrued prior to the Termination Date) if at any time the Consultant:

- (a) is guilty of gross misconduct affecting the operations of GOAL; or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of GOAL, including failure to comply with GOAL Policies; or
- (c) is convicted of any criminal offence or fails a standard anti-terrorist check; or
- (d) is in the reasonable opinion of GOAL negligent and incompetent in the performance of the Services; or
- (e) is obligated, or otherwise compelled, to appoint a liquidator (other than for the purpose of solvent amalgamation or reconstruction), examiner or receiver in respect of the whole or part of the assets and/or undertaking of the Consultant or the Consultant enters into an arrangement or composition with its creditors, or if it becomes unable to pay its debts, or other circumstances arise which entitle the court or a creditor to appoint a receiver or examiner or to make a winding up order in relation to it or, if the Consultant is an individual, if he/she has been adjudicated bankrupt or personally insolvent in any jurisdiction;
- (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 19.1(e); and
- (g) is incapacitated (including by reason of illness or accident of Personnel) from providing the Services for an aggregate period of 90 working days in any 52-week consecutive period; or
- (h) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of GOAL brings or is likely to bring the Consultant or GOAL into disrepute or is materially adverse to the interests of GOAL; or
- (i) is unable to get the necessary visas or permits to perform the Services.

19.2 The rights of GOAL under Clause 19.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by GOAL in exercising its rights to terminate shall not constitute a waiver thereof.



20. **Obligations upon Termination**

On the Termination Date the Consultant shall:

- (a) immediately deliver to GOAL all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of GOAL or its business contacts together with any GOAL ID and any keys, and any other property of GOAL, which is in its/his/her possession or under its/his/her control;
- (b) irretrievably delete any information relating to the business of GOAL stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its/his/her possession or under its/his/her control outside the premises of GOAL; and
- (c) provide a signed statement that it/he/she has complied fully with its/his/her obligations under this Clause 20.

21. **Status**

21.1 The relationship of the Consultant to GOAL shall be that of independent contractor and nothing in this Agreement shall render it, or any of its staff (or he/she if Consultant is an individual), an employee, worker, agent or partner of GOAL and the Consultant shall not hold itself/himself/herself out as such.

21.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify GOAL for and in respect of:

- (a) any income tax, social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify GOAL against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by GOAL in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of GOAL's wilful default;
- (b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against GOAL arising out of or in connection with the provision of the Services.

21.3 GOAL may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

22. **Notices**

22.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by:

- (a) delivering it by hand; or
- (b) sending it by pre-paid post or registered post to the relevant party at its registered office (if a company) or its principal place of business (in any other case) for the time being; or



(c) sent by email to a specified address provided in Clause 31.

Any such notice shall be deemed to have been received:

(d) if delivered by hand, on signature of a delivery receipt or at the time the of delivery at the proper address;

(e) in the case of pre-paid or registered post, 48 hours from the date of posting; and

(f) if sent by email, on the date of transmission, or if the date of transmission is not a Business Day at 9 a.m. on the next Business Day provided no delivery failure notification receipt is received by the sender.

22.2 This Clause 22 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. **Severance**

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect.

24. **No waiver**

No failure or delay by GOAL in exercising any remedy, right, power or privilege under or in relation to this Agreement or at law shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

25. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that this Agreement constitutes the entire agreement and understanding between the Consultant and supersedes any previous agreement (whether written or oral) between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent).

26. **Variation**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

27. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

28. **Governing Law and Jurisdiction**

28.1 This Agreement shall be governed by and construed in accordance with Irish law.

28.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Irish courts over any claim or matter arising under or in connection with this Agreement.

29. **Order of precedence of contract documents**

29.1 This Agreement is comprised of the following documents, in order of precedence:



- (a) A Non-Disclosure Agreement (Schedule 3);
- (b) This Agreement;
- (c) GOAL Standard Terms & Conditions (Schedule 1);
- (d) Schedule of Services (Schedule 2); and

29.2 The various documents comprising this Agreement shall be deemed to be mutually explanatory; in case of ambiguity or divergence, they should be read in the order in which they appear above.

30. Warranty

30.1 The Consultant warrants that the Services performed under this Agreement shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

30.2 If the Consultant is required to take any corrective action in respect of the Services provided, it/he/she shall be at no cost to GOAL and any such corrected Services shall be subject to Clause 3. If the Consultant fails or refuses to take such corrective action GOAL may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to GOAL, or make an equitable adjustment in the fee payable under Clause 7.

31. Point of Contact

31.1 The following are the respective points of contact for the operational aspects of this Agreement.

For GOAL	
Name	
Position	
Email	
For the Consultant	
Name	
Position	
Email	



SCHEDULE 1

GOAL'S STANDARD TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS

1. SCOPE AND APPLICABILITY
GOAL terms and conditions shall apply to all provisions of works and services made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the Consultant. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
2. LEGAL STATUS
The Consultant shall be considered as having the legal status of an independent contractor vis-à-vis GOAL. The Consultant, its personnel and sub-contractors shall not be considered in any respect as being the employees of GOAL. The Consultant shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.
3. SUB-CONTRACTING
In the event the Consultant requires the services of a sub-contractor, the Consultant shall obtain the prior written approval of GOAL for all sub-contractors. The Consultant shall be fully responsible for all work and services performed by its sub-contractors and consultants, and for all acts and omissions of such sub-contractors and consultants. The approval of GOAL of a sub-contractor shall not relieve the Consultant of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
4. ASSIGNMENT OF PERSONNEL
The Consultant shall not assign any persons other than those accepted by GOAL for work performed under this Contract.
5. OBLIGATIONS
The Consultant shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. The Consultant may not communicate at any time to any other person, government or authority external to GOAL, any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of GOAL: nor shall the Consultant at any time use such information to private advantage. The Consultant shall refrain from any action that may adversely affect GOAL and shall fulfil its commitments with the fullest regard to the interests of GOAL. These obligations do not lapse upon termination/expiration of their agreement with GOAL.
6. CONSULTANT'S RESPONSIBILITY FOR EMPLOYEES
The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. reason of any other claim or demand against the Consultant.
7. ACCEPTANCE AND ACKNOWLEDGEMENT
Initiation of service or works under this contract by the Consultant shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.
8. WARRANTY
The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Consultant.

The Consultant warrants the services/construction furnished under this Contract conforms to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Consultant provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.
9. CHECKS AND AUDIT
The Consultant shall allow any external auditor authorised by GOAL to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a



full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Consultant shall ensure that on-the-spot access is available at all reasonable times. The Consultant shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

Furthermore, the Consultant shall allow any external auditor authorised by GOAL carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Consultant undertakes to give appropriate access to any external auditor authorised by GOAL carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by GOAL carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Consultant must inform GOAL of their precise location.

The Consultant guarantees that the rights of any external auditor authorised by the GOAL carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Consultant's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the Consultant must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and GOAL is entitled to recover any loss from the Consultant and is not obliged to make any further payments to the Consultant

11. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at Consultant's stores, during manufacture, in the ports or places of shipment, and the Consultant shall provide all facilitates for such inspection. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Consultant, such as warranty or specifications.

12. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Consultant shall give notice and full particulars in writing to GOAL of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify GOAL of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, GOAL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.



Notwithstanding anything to the contrary in this Contract, the Consultant recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

13. DEFAULT

In case the Consultant fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by GOAL, and GOAL may procure the service/works from other sources and hold the Consultant responsible for any excess cost occasioned thereby. GOAL may collect damages from the Consultant in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the Consultant to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

14. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot or combination thereof, GOAL shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of GOAL or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the Consultant the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Consultant the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in GOAL's possession or at a GOAL programme site which have been rejected by GOAL must be removed or destroyed and removed at the Consultant's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Consultant, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Consultant fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, GOAL may dispose of them, without any liability to the Consultant whatsoever, in such manner as it deems fit and may charge the cost of removal to the Consultant.

15. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between GOAL and the Consultant.

16. ASSIGNMENTS & INSOLVENCY

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of GOAL.

Should the Consultant become insolvent or should control of the Consultant change by virtue of insolvency, GOAL may without prejudice to any other rights or remedies, terminate this Contract by giving the Consultant written notice of termination.

17. PAYMENT

The Consultant shall invoice GOAL and the terms of payment shall be thirty (30) working days after GOAL has internally confirmed acceptance of services/works and presentation of a legal invoice.

18. ANTI-BRIBERY/CORRUPTION

The Consultant shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 ("Relevant Requirements").

The Consultant shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Consultant in association with the execution of this contract. If the Consultant is approached by a GOAL member of staff for a payment, commission, 'kickback' or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to GOAL's Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Consultant to a GOAL



member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Consultant from participation in future contracts with GOAL.

19. ANTI-PERSONNEL MINES

The Consultant guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Consultant, at no cost to GOAL.

20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Consultant represents and warrants that neither it, nor any of its Consultants is engaged in any practice inconsistent with the following code of conduct for Consultants: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Consultant, at no cost to GOAL. The Consultant must adhere to the principles of humanitarian aid.

21. OFFICIALS NOT TO BENEFIT

The Consultant warrants that no official of GOAL has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The Consultant will notify GOAL immediately in case any official from GOAL requests any unofficial, or additional payment, or gift to their personal account. The Consultant agrees that breach of this provision is a breach of an essential term of this Contract.

22. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

23. INTELLECTUAL PROPERTY INFRINGEMENT

The Consultant warrants that the use or supply by GOAL of the services sold under this Contract does not infringe on any patent, design, trade-name or trade-mark.

In addition, the Consultant shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consultant under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOALs authorized officials on completion of work under this Contract

Unless authorised in writing by GOAL, the Consultant shall not advertise or otherwise make public the fact that it is a Consultant to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

24. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Consultant. At the request of GOAL, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear.

25. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by GOAL shall rest with GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The



Consultant shall be liable to compensate GOAL for equipment determined to be damaged or degraded beyond normal wear and tear.

26. PACKING

The Consultant shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Consultant shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

27. SHIPMENT AND DELIVERY

All services and works shall be delivered at the agreed place of delivery as stated in the Contract, at the Consultant's risk, unless otherwise provided for in the Contract.

28. INSURANCE

The Consultant shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The Consultant shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The Consultant shall further provide such health and medical insurance for its agents and employees, as the Consultant may consider advisable. The Consultant will in all cases ensure they have third party liability cover for the duration of the contract.

29. INDEMNIFICATION

The Consultant agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Consultant or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims.

GOAL will promptly notify the Consultant of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Consultant, at the Consultant's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Consultant shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with GOAL against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

30. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Consultant may be withheld from any amount otherwise due to the Consultant from GOAL.

This contract shall be automatically terminated, and the Consultant shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company

GOAL reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. GOAL reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

31. DATA PROTECTION



The Consultant hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the “**Data Protection Legislation**”) should Personal Data be accessed, viewed or in any way Processed by the Consultant. If during the term of the Contract it is contemplated that the Consultant will Process Personal Data, the Consultant shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Consultant’s data protection and security procedures be considered (in GOAL’s sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this Clause 31 will have the meaning set out in the Data Protection Legislation as defined above.

32. CONFIDENTIALITY

The Consultant shall not advertise or otherwise make public the fact that it is a Consultant to GOAL without specific approval from GOAL. Nor shall the Consultant in any manner whatsoever use the name of GOAL, or any abbreviation thereof, in connection with its business or otherwise. Non-observance of these conditions shall entitle GOAL to cancel the Contract, or any part thereof, and to hold the Consultant liable for any damages which GOAL has sustained as a result thereof.

33. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

34. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party’s request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Ireland and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

35. WITHHOLDING TAX

GOAL reserves the right to deduct withholding tax from the Consultant's invoice if so required by law. This will apply unless the Consultant has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

36. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

37. BANK GUARANTEE

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the Consultant at its expense and deposited with GOAL before start of the Contract. In the event of any loss, damage and/or extra costs incurred by GOAL by reason of the Consultant's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to GOAL from such guarantee without prejudice to its right to hold the Consultant liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the services or works are confirmed as concluded by GOAL.

38. ENVIRONMENTAL STANDARDS



Consultants should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability
- Include something about raw materials/sourcing.

39. HUMAN TRAFFICKING

GOAL has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. Consultants and their employees, and agents shall not: —

- Engage in severe forms of trafficking in persons during the period of performance of the contract; ⁽¹⁾_(SEP)
- Procure commercial sex acts during the period of performance of the contract; ⁽¹⁾_(SEP)
- Use forced labour in the performance of the contract; ⁽¹⁾_(SEP)
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; ⁽¹⁾_(SEP)
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and ⁽¹⁾_(SEP) language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

Should the Consultant become aware of, or suspect, human trafficking activities during the execution of the contract the Consultant must immediately inform GOAL to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Consultant is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.



SCHEDULE 2

SCHEDULE OF SERVICES



SCHEDULE 3

Non-Disclosure Agreement



SCHEDULE 4

Data Processing Activity Log

DESCRIPTION	DETAILS
<i>Name and contact details of: (i) the Data Processor or Data Processors; (ii) of each Data Controller on behalf of which the processor is acting; and (iii) where applicable, the data protection officer</i>	
<i>Categories of processing carried out on behalf of each Data Controller</i>	
Where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation	
Where applicable, <i>transfer of Personal Data outsider the EEA</i>	
Where possible, a general description of the technical and organisational security measures	

To be maintained by the Data Processor and revised accordingly.



This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed by
for and on behalf of **GOAL**

Witnessed by

Signed by
For and on behalf of []

Witnessed by