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| **GOAL– SIERRA LEONE PROGRAMME****Request for Quotation for in-depth Review of Maternal Death Surveillance and Response (MDSR) processes in Kambia, Moyamba and Bombali****FRT-HLT-29386** |

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# About GOAL

GOAL is an international humanitarian agency, currently operating in 13 countries worldwide, dedicated to alleviating the suffering of the poorest of the poor. We are a non-denominational, non-governmental and non-political organisation. For more information on GOAL and its operations please visit [www.goalglobal.org](http://www.goalglobal.org).

GOAL has over 19-year presence in Sierra Leone with activities in Freetown Western Area, Kenema and Kambia Districts. The GOAL Sierra Leone programme contributes to poverty and vulnerability reduction through the implementation of multi-sectorial, integrated programmes. The SL programmes specifically focus on systems strengthening and community level behaviour change programming, targeting improved maternal & child health through nutrition and hygiene, sanitation and water activities as well as child protection and empowerment interventions.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date, year, time, and time-zone must be stated**  |
| 1 | RFQ published on | 8th August 2022 |
| 2 | Closing date for queries –  | 18th August 2022 |
| 3 | Closing date and time for receipt of RFQ | 22nd August 2022 16:00pm |
| 4 | Bid Opening Date | 23rd August 2022 @ 11:00 |

# Overview of required Consultancy services

The objective of this qualitative research is to understand why there continues to be delays in community referrals; to understand whether there is anything that is not being captured in the MDSR process (investigation and review) and provide recommendations on how to improve the situation. This evidence will help to guide GOAL current programming but more importantly help to determine future strategies that help to improve the outcome of pregnancies in Sierra Leone and other similar contexts where GOAL works.

The result of this research should help GOAL to improve the quality of the MDSR processes, strengthened community ownership through their active involvement and improve accountability and linkages between health service providers and service users.

GOAL invites prospective Consultants to reply to this Request for quotation (RFQ) and submit their bids according to the requirements listed in Appendix 9.1 Financial offer and Appendix 9.2 Terms of Reference.

# Administrative Arrangements & Terms of bidding

## Request for quotation (RFQ)

GOAL, acting in its capacity as Contracting Authority, invites quotes from suitably qualified interested parties who wish to participate in the bid process for the provision of consultancy service for clinical mentorship in five chiefdoms within Kenema District.

## Procurement Process

### This competition is being conducted under GOALs multiple quotes Procedure.

### The Contracting Authority for this procurement is GOAL

## Clarifications and Query Handling

### Requests for additional information or clarifications must be made up to five (5) working days before the deadline. GOAL strictly enforces deadlines and in no circumstances will requests for information or clarifications be accepted after this closing time on the day in question. GOAL will not accept responsibility for any missed communications or deadlines. Any queries about this RFQ should be addressed in writing to GOAL via email procurementfreetown@sl.goal.ie quoting the bid reference number “**FRT-HLT-29386**”.

## Conditions of rfq Submission

### Quotation documents must be completed in English

### Bidders must respond to all requirements set out in this RFQ and complete their offer in the manner set out in Appendix 9.1

### Bidders must disclose all relevant information to ensure that all bids are fairly and legally evaluated.

### Any conflicts of interest involving a bidder must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the bidder.

### GOAL will conduct this RFQ, including the evaluation of responses and final awards in accordance with the detail set out at Section 7. Bids will be opened by at least three designated officers of GOAL

### GOAL is not bound to accept the lowest of any tender submitted.

### Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information (see details at Section 4.3)

### GOAL reserves the right to terminate this competition at any stage.

### Unsuccessful bidders will be notified, debriefing session will be available upon request.

### **GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.**

### This document is not construed in any way as an offer to contract

### GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this RFQ may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this RFQ assumes service provider acceptance of these conditions.

# Submission of Bids

Offers must be delivered in one of the following ways:

1. Soft copy with your financial and technical offers in separate emails to tenderSL@sl.goal.ie and in the subject field state:
2. **FRT-HLT-29386; Maternal Health Consultancy Service**
3. ***Name of your firm with the title of the attachment***
4. ***Number of emails that are sent e.g.* 1 of 3, 2 of 3, 3 of 3.**

Where electronic submissions cannot be submitted, please submit by hand delivery in a sealed envelope marked ‘**FRT-HLT-29386, Maternal Health Consultancy Service. Not to be opened before 22nd August 2022’ @ 16:00 hours with** your financial and technical offers inside in two separate envelopes marked as Financial Offer and Technical Offer to the tender box, GOAL Sierra Leone 6 The Maze Off King Street Freetown, Sierra Leone

(Proof of sending does not equal proof of receipt. GOAL is not responsible for any technical faults that may prevent reception of your email.)

**Important:** Offers transmitted in any other manner or offers received after the deadline date and time will not be considered.

All responses will be opened by GOAL Procurement Committee and all Bidders will be notified of the results.

# Eligibility, Qualification and Evaluation Process & Award Criteria

## Eligibility and Qualification Process

The first phase of evaluation of the responses will determine whether the bidder meets the preliminary eligibility criteria. These are:

**Administrative Instruction:**

### Preliminary Eligibility:

* Bid Submission by the deadline
* Submission of all documents as outlined in section 6 above
* All costs must be quoted in SLL

## Essential Criteria:

**These criteria MUST be met for your bid to be evaluated, failing to submit the below information your bid will**

**be eliminated.**

6.3.1 Valid Tax Clearance Certificate / Evidence of Tax returns

## Award Criteria

Bidders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.



All prices must be in SLE and will be evaluated on full cost basis (including all fees and taxes).

Scorevendor = 35 x (pricemin / pricevendor) detailed

# costs and prices schedule

Bidders must set out a clear costs schedule in their Response (Appendix 9.1). All costs must be quoted in SLE for consultant within Sierra Leone. Consultant outside Sierra Leone can submit quote in USD. Costs should be completed as per the spreadsheet in Appendix 9.1 Bidders must detail all costs associated in this consultancy, this is inclusive of fees, taxes, international travel, (if applicable), living expenses etc. Additionally, bidders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFQ. Bidders’ attention is drawn to the fact that, in the event of a contract being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default. **(GOAL will provide accommodation)**

# Bid Submission Checklist

## Checklist and Instructions for bid submission

|  |  |  |  |
| --- | --- | --- | --- |
| **Line** | **Item** | **How to submit**  | **Tick attached**  |
| 1. | Technical Proposal  | Copy onto company letterhead and must be signed by authorised company signatory, scan and save as ‘Technical Proposal’. |  |
| 2. | Bidder contact details per company. See section 8.3. | Complete, scan and save as ‘Bidder Contact Details’ |  |
| 3. | Reference details. See section 8.4. | Complete, scan and save as ‘References’ |  |
| 4. | Declaration re Personal & Legal circumstances. See section 8.5. | Copy onto company letterhead and must be signed by authorised company signatory, scan and save as ‘Declaration re Personal & Legal circumstances’ |  |
| 5. | Financial Offer. See Appendix 9.1 | Complete, sign, scan and save as ‘Financial Offer’, also send form in excel format |  |
| 6. | Valid Tax Clearance Certificate / Evidence of tax returns  | Copy of valid Tax Clearance Certificate / Evidence of tax returns |  |
| 7 | Evidence of previous experience in health sector | Submit evidence of previous experience in health sector |  |
| 8 | Evidence of previous experience conducting qualitative studies  | Submit evidence of previous experience conducting qualitative studies  |  |
| 9 | Evidence of previous research work in Sierra Leone and particular with the health sector | Submit evidence of previous research work in Sierra Leone and particular with the health sector |  |
| 10 | CV(s) of consultant(s) who will work directly on the TOR (with the combination of health and qualitative studies | Provide copy of CV(s) of consultant(s) who will work directly on the TOR (with the combination of health and qualitative studies |  |
| 11 | Consultancy related references | Provide references |  |
| 12 | Work Plan | Timeline that is a good fit with the timeline stated in the TOR |  |
| 13. | Standard GOAL Terms and Conditions. See Appendix 9.3. | Sign, and stamp ‘GOAL Terms and Conditions’ |  |
| 14. | Sign and stamp GDPR See appendix 9.4 | Sign and scan GDPR |  |
| 15. | Financial Statements for the Financial Years 2019, 2020, and if available 2021, audited or certified by a public accountant | Submit Financial Statements for the Financial Years 2019, 2020, and if available 2021, audited or certified by a public accountant |  |

## technical proposal and work plan

Technical proposal including detailed tasks, recommended methodology summary and proposed schedule, your relevant experience, how you meet the profile required and details of time required (maximum 8 pages).

It should cover all the information outlined in Appendix 9.2. Include any additional services that you can provide that may enhance your proposal.

## Bidder Contact Details

This section must include the following information regarding the Tenderer and the Tenderer’s partners or sub-contractors:

|  |  |
| --- | --- |
| Name of the prime Bidder |  |
| Registered address of the prime Tenderer |  |
| Company Name |  |
| Address |  |
| Previous Name(s) if applicable |  |
| Registered Address if different from above |  |
| Registration Number  |  |
| Telephone |  |
| E-mail address |  |
| Website address |  |
| Year Established |  |
| Legal Form. Tick the relevant box | 🞏Company🞏Partnership | 🞏 Joint Venture🞏 Other (specify): |
| VAT/TIN Number  |  |
| Directors names and titles |  |
| Please state name of any other persons/organisations (except bidder) who will benefit from this consultancy contract (GOAL compliance matter) |  |
| Parent company |  |
| Ownership |  |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional table as per **A: Tender Contact Details** | 🞏Yes 🞏No |
|  | **Primary Contact** | **Secondary Contact** |
| Name |  |  |
| Title |  |  |
| Email address |  |  |
| Telephone |  |  |
| Mobile |  |  |

## References

At least 2 (two) references who may be contacted on a confidential basis to verify satisfactory execution of contracts must be supplied. Respondents should supply this information for each of the references in the following format:

### Reference No.1

|  |
| --- |
| References |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

### Reference No.2

|  |  |
| --- | --- |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

### Reference No.3

|  |  |
| --- | --- |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

### Reference No. 4

|  |  |
| --- | --- |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

## Declaration Of Personal & Legal circumstances

**THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL BIDDERS**

|  |  |
| --- | --- |
| **Name of Tenderer:** |  |
| **Address:** |  |
| **Country:** |  |
| THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE BIDDER’S ORGANISATION |
| By submitting an offer under this request for quotation FRT-HLT-24802, the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters.  |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor 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 regulation.The bidder is not 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.Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business. Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agencyThe bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application. |

I confirm that my bid has a validity of -------------------- of days. *If your bid does not have this validity, please state what bid validity you offer.*

I confirm that the proposal and the costs provided to accompany it are an accurate reflection of the costs that will be charged to GOAL according to the information provided in this request for quotation; and that there are no other costs associated with using the service that my company offers. I also confirm that I have the authority to sign on behalf of the company that is bidding.

|  |  |
| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

# Appendices

## Financial Offer in your own format - detailed, itemised cost proposal, including daily fee and any other associated costs. Note: 10.5% tax will be deducted from all international consultant payment whiles 5.5% tax similarly apply for national consultant in line with government regulation. GOAL will provide accommodation

## Terms of Reference



|  |
| --- |
| **In-depth Review of Maternal Death Surveillance and Response (MDSR) processes in three districts of Sierra Leone** |

**July 2022**

1. Background

Maternal mortality remains a major concern in Sierra Leone. Recent statistics show that maternal mortality accounts for 36 percent of all deaths among women aged 15-49 in the country. This makes Sierra Leone one of the countries in the world with the highest life-time risk of women dying at pregnancy or childbirth.

To address this problem, maternal mortality has been under a major spotlight over the past few years and has attracted huge technical and financial investments to prevent women from dying. In 2015, the Ministry of Health and Sanitation with the support of the World Health Organization and other partners developed national Maternal Death Surveillance and Response (MDSR) guidelines that led to the establishment of national and district level MDSR committees nationwide. This was to ensure that MDSR is built on already existing programs for maternal death reviews where each maternal death is reviewed by a local maternal death review committee to examine the medical and non-medical factors contributing to the maternal death.

Through the FCDO Saving Lives II programme, GOAL has been supporting the MDSR process in 4 districts of Sierra Leone. The primary aim of MDSR is to reduce preventable maternal mortality through a systematic action and surveillance cycle of identification, notification, investigation and review of maternal deaths. This is to ensure that the findings would inform robust response to improve quality of care and prevent future death.

There has been a slow pace in reducing the number of maternal deaths despite investment. This has been attributed largely to delays in the communities, although majority (over 70%) of deaths occur in the health facility. According to MDSR review meeting minutes, in many cases, delays in reaching health care facilities is identified as a contributing factor along with bleeding and eclampsia.

1. ***Purpose of the Research***

The objective of this qualitative research is 1) to understand why there continues to be delays in community referrals; 2) to understand whether there is anything that is not being captured in the MDSR process (investigation and review) and 3) provide recommendations on how improve the situation. This evidence will help to guide GOAL current programming but more importantly help to determine future strategies that help to improve the outcome of pregnancies in Sierra Leone and other similar contexts where GOAL works. The result of this research should help GOAL to improve the quality of the MDSR processes, strengthened community ownership through their active involvement and improve accountability and linkages between health service providers and service users.

The proposed study will be conducted in three of the six GOAL operational districts: Kambia, Moyamba and Bombali. It will involve the following:

* Review of MDSR documents, investigation notes, patients notes and the MDSR review minutes,
* Key informant interviews – including GOAL staff, representatives of the MoHs, the QoC programme and DHMT,
* FGDs with community members
* Review of policy documents to determine whether the process currently been undertaking is in line with the related government policies

This proposes to engage a consultant to lead the work with the help and support of GOAL staff. It is estimated that the whole exercise will be completed over a period of 8 weeks.

GOAL will seek approval from the Sierra Leone MOHS ethics committee for this research and will work with the MOHS Quality of Care Department to expedite the approval process. Consent will be sought from all participants using GOAL’s research consent form for all the data collection processes in which respondents have the right to take part or not and it is always anonymous.

The proposed study will be conducted in three of the eight GOAL operational districts: Kambia, Moyamba and Bombali. It will involve the following:

* Review of MDSR documents, investigation notes, patients notes and the MDSR review minutes,
* Key informant interviews – including GOAL staff, staff of NGOS actively involved in the MDSR process, representatives of the MoHs, the QoC programme and DHMT,
* FGDs with community members
* Review of policy documents to determine whether the process currently been undertaking is in line with the related government policies

This proposes to engage a consultant to lead the work with the help and support of GOAL staff. It is estimated that the whole exercise will be completed over a period of 8 weeks.

1. Specific scope of work

The consultancy should follow the following approach:

1. Review any MDSR related literature specific to Sierra Leone, policies defining the processes involved
2. Inception report that clearly outlines how the consultant will undertake the task and the specific methodology that will be used to undertake this study
3. Develop the study instrument/ tools and pre -test them
4. Conduct the research
5. Complete the report with clear result, learning, conclusion, and recommendations
6. Provide clear and specific recommendation in terms of intervention and /or strategies at the community, district and national level to address the identified gaps
7. Prepare a presentation for engagement with Key stakeholders
8. Key tasks

|  |  |
| --- | --- |
| **Tasks** | **Time frame** |
| Conduct thorough Review of MDSR related documentation in the three districts | 10days |
| Develop a research instrument or tool for the KII, FGDs and any other as may be appropriate  |  5days |
| Conduct the key informant interviews in each of the three district with participants drawn from key stakeholders that include but not limited to the following: DHMT (investigators), district hospital staff(preferably from the maternity unit), PHU staff and community representatives | 9 days |
| Conduct FGDs involving, women of childbearing age, Facility Management Committee representatives, traditional leaders, women’s leaders, TBAs and partners of WCBA PHU staff etc | 9days |
| Submit draft report for review | 4days |
| Revisions to report and submit final report and (final) power point presentation | 2days |
| Debriefing with GOAL | 1day |
| **Total**  | **40 working days** |

1. Key Deliverables

The Consultant will:

1. Prepare an inception report not later than 10 days of the start of the work
2. Sought the ethical approval for the research
3. Prepare a clear timeline or schedule indicating when different components are delivered
4. Develop the research tools for KII, FGDs
5. Conduct a thorough MDSR related documents review including but not limited to: investigation notes, social autopsy report, MDSR review meeting minutes and patient records
6. Conduct FGDs in three districts
7. Conduct KII in all three districts
8. Prepare a detail report (not more than 30 pages) submitting a final report after addressing comments and or suggestions from at least two reviews.
9. Consultancy competencies

Demonstrated experience in conducting qualitative studies in health and other social field in a developing country.

**NB. CVs of specific individual(s) who will work on the consultancy must be submitted along with the bid.**

## Standard GOAL terms and conditions

1. SCOPE AND APPLICABILITY

These Terms and Conditions of Contract 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 service provider/contractor. 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.

1. LEGAL STATUS

The service provider/contractor shall be considered as having the legal status of an independent contractor vis-à-vis GOAL. The service provider/contractor, its personnel and sub-contractors shall not be considered in any respect as being the employees of GOAL. The service provider/contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

1. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of GOAL for all sub-contractors. The Service provider/contractor shall be fully responsible for all work and services performed by its sub-contractors and service provider/contractors, and for all acts and omissions of such sub-contractors and service provider/contractors. The approval of GOAL of a sub-contractor shall not relieve the Service provider/contractor 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.

1. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

1. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to GOAL Service providers/contractors 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 service provider/contractor at any time use such information to private advantage. The Service provider/contractor 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.

1. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor 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 Service provider/contractor.

1. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. 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 Service provider/contractor.

The Service provider/contractor 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 service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

1. CHECKS AND AUDIT

The Service provider/contractor 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 Service provider/contractor shall ensure that on-the-spot access is available at all reasonable times. The Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor must inform GOAL of their precise location.

The Service provider/contractor 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 Service provider/contractor'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 service provider/contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

1. 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 service provider/contractor 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 service provider/contractor and is not obliged to make any further payments to the service provider/contractor

1. 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 Service provider/contractor’s stores, during manufacture, in the ports or places of shipment, and the Service provider/contractor 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 Service provider/contractor, such as warranty or specifications.

1. 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 Service provider/contractor shall give notice and full particulars in writing to GOAL of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor 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 Service provider/contractor 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 Service provider/contractorrecognizes 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.

1. DEFAULT

In case the contractor 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 contractor responsible for any excess cost occasioned thereby. GOAL may collect damages from the contractor in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been a default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

1. 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 Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, 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 Service provider/contractor 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 Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

1. AMENDMENTS

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

1. ASSIGNMENTS & INSOLVENCY

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

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

1. PAYMENT

The Service provider/contractor 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.

1. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor in association with the execution of this contract. If the Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor from participation in future contracts with GOAL.

1. ANTI-PERSONNEL MINES

The Service provider/contractor 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 Service provider/contractor, at no cost to GOAL.

1. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: 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 Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

1. OFFICIALS NOT TO BENEFIT

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

1. 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.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor shall not advertise or otherwise make public the fact that he is a Service provider/contractor 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.

1. 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 Service provider/contractor. At the request of GOAL, the Service provider/contractor 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 Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

1. 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 Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear. The Service provider/contractor shall be liable to compensate GOAL for equipment determined to be damaged or degraded beyond normal wear and tear.

1. PACKING

The Service provider/contractor 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 Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

1. SHIPMENT AND DELIVERY

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

1. INSURANCE

The service provider/contractor 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 service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

1. INDEMNIFICATION

The Supplier 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 Supplier 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 Supplier 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 Supplier, at the Supplier’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Supplier 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 Supplier.

1. 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 Service provider/contractor 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 Service provider/contractor may be withheld from any amount otherwise due to the Service provider/contractor from GOAL.

This contract shall be automatically terminated, and the Service provider/contractor 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.

1. DATA PROTECTION

The service provider/contractor 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 Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier 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 Supplier’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.

1. CONFIDENTIALITY

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

1. 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.

1. 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.

1. WITHHOLDING TAX

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

1. 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.

1. 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 Service provider/contractor at his 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 Service provider/contractor'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 Service provider/contractor 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.

1. ENVIRONMENTAL STANDARDS

Service provider/contractors 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
1. 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. Service providers/contractors and their employees, and agents shall not: —

* Engage in severe forms of trafficking in persons during the period of performance of the contract;
* Procure commercial sex acts during the period of performance of the contract;
* Use forced labour in the performance of the contract;
* 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;
* Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and   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 Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

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

## 9.4 GDPR (GENERAL DATA PROTECTION REGULATION) Terms and Conditions

1. ***DATA PROTECTION***

*Definitions*

*The following words and phrases used in this [Agreement] and the Schedules shall have the following meanings except where the context otherwise requires:*

|  |  |
| --- | --- |
| *“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 Subject”* | *an individual who is the subject of Personal Data, i.e. to whom the data relates either directly or indirectly;* |
| *“Data Protection Legislation”* | *all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in Ireland relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC);*  |
| *“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. organisation, 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 established in third countries (controller-to-processor transfers), as set out in the annex to Commission Decision 2010/87/EU; and* |
| *“Services”*  | *refers to the services to be carried out by the Data Processor under the terms of the Master Agreement.* |

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

* 1. ***Data Controller Obligations***
1. *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.*
2. *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 Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect thereof.*
	1. ***Data Processor Obligations***
3. *The Data Processor shall comply with the Data Protection Legislation when processing Personal Data.*
4. *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.*
5. *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 will carry full liability in the instance where it is found to have infringed Data Protection Legislation, by determining the purposes and means of processing.*

***1.2.1 Use and Processing of Data***

*The Data Processor shall:*

1. *only use such Personal Data for the purposes of performing its obligations under this Agreement;*
2. *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 will 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 opinion, the Data Controller's instruction or performance by the Data Processor of this Agreement would not comply with the Data Protection Legislation;*
3. *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:*
4. *at the specific written request of the Data Controller;*
5. *where this Agreement specifically authorises the disclosure in order to deliver the Services;*
6. *in strict compliance with clause 1.2.6 of this Agreement; or*
7. *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;*
8. *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*
9. *comply with any further written instructions with respect to processing by the Data Controller and any such further instructions shall be incorporated into Annex A*

***1.2.2 Access to Information***

*The Data Processor shall:*

1. *upon the request of a Data Subject, inform such Data Subject that it is a Data Processor and that the other Party is a Data Controller;*
2. *inform the Data Controller immediately in the event of:*
3. *the exercise by any Data Subject of any rights under Data Protection Legislation in relation to any Personal Data;*
4. *a request to rectify, block or erase any Personal Data;*
5. *a request, complaint or communication relating to either Party’s obligations under the Data Protection legislation;*
6. *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;*
7. *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.*
8. *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;*
9. *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 1.2 of the Agreement;*
10. *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 Annex A below, which describes the processing for which the Data Processor is responsible and shall include:*
11. *the nature, duration and purpose(s) for which such Personal Data is processed;*
12. *a description of such Personal Data that it processes (including the categories of personal data and data subjects’ types);*
13. *any recipients of such Personal Data; and*
14. *the location(s) of any overseas processing of such Personal Data;*

***1.2.3 Disclosure and Data Sharing***

*The Data Processor (or any subcontractor) shall:*

1. *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;*
2. *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;*
3. *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 1.2.6 of the 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*
4. *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.*
5. *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:*
6. *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 Annex A the territory that is subject to such an adequacy finding; or*
7. *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 Annex A 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*
8. *the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.*
9. *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 will complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.*
10. *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 1.2.3, 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.*

***1.2.4 Security Systems***

*The Data Processor shall:*

1. *at all times during the term of this Agreement, implement appropriate technical and organisational measures to protect such Personal Data held or processed by it against unauthorised or unlawful processing and against accidental and unlawful loss, destruction, alteration, disclosure or damage.*
2. *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.*

***1.2.5 Data Retention and Disposal***

*The Data Processor shall:*

1. *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 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.*
2. *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:*
3. *description of the nature of such incident, including the categories and approximate number of both Data Subjects and Personal Data records concerned;*
4. *the likely consequences; and*
5. *description of the measures taken and corrective action, or proposed to be taken to address such incident, including measures to mitigate its 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 own expense.*
6. *immediately following any accidental, unauthorised, or unlawful incident, the Parties will co-ordinate with each other to investigate the matter. The Data Processor will co-operate with the Data Controller in the Data Controller's handling of the matter, including:*
7. *assisting with any investigation;*
8. *providing the Data Controller with physical access to any facilities and operations affected;*
9. *facilitating interviews with the Data Processor's employees, former employees and others involved in the matter;*
10. *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*
11. *taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from such incident or unlawful Personal Data processing.*
12. *The Data Processor will 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.*
13. *The Data Processor agrees that the Data Controller has the sole right to determine:*
14. *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*
15. *whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.*
16. *The Data Processor will cover all reasonable expenses associated with the performance of the obligations under clause 1.2.5 of this Agreement unless the matter arose from the Data Controller's negligence, wilful default or breach of this Agreement.*
17. *The Data Processor will 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*

***1.2.6 Third Parties***

*The Data Processor shall:*

1. *not engage any sub-contractor to assist it in the fulfilment of its 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:*
2. *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;*
3. *comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement;*
4. *notify the Data Controller of any changes to the sub-contractor or the written contract;*
5. *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 this Clause 1.2 of the Agreement; and*
6. *remain fully liable for all acts or omissions of any sub-contractor and/or affiliate.*

***1.2.7 Right of Audit***

*The Data Processor shall:*

1. *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*
2. *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 1.2.2 of this Agreement.*

*\*\*\*\*\*\*\*\*\**

*ANNEX A*

*PROCESSING ACTIVITY LOG\**

|  |  |
| --- | --- |
| *DESCRIPTION* | *DETAILS* |
| *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 |  |
| *Categories of processing carried out on behalf of each Data Controller* | [This should be a high-level description of what the processing is about i.e. its subject matter] |
| Where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation | [Clearly set out the nature of any applicable overseas transfers of personal data] |
| Where applicable*, transfer of Personal Data outsider the EEA*  | *[Identify the territory that is subject to such an adequacy finding; or the cross-border transfer mechanism being relied upon.]* |
| Where possible, a general description of the technical and organisational security measures | [High level description – there is no requirement to divulge specific detail with regard to security arrangements] |

To be maintained by the Data Processor and revised accordingly.