

**Supplementary Request for Tenders (SRFT)**  
**Under**  
**The Office of Government Procurement (OGP)**  
**Framework Agreements for the Provision of Accounting, Audit &**  
**Financial Services RFT 97896 – PBF008F**

1. The Policing Authority (“the Client”) seeks Tenders for the provision a professional service firm to carry out, and report to the Policing Authority on, an independent systems audit of (a) the reporting of breath tests and Mandatory Alcohol Tests (MAT) checkpoints and (b) the issuing of Fixed Charge Notices (FCNs) and summonses in respect of FCN offences. The service provider will be required to report to the Authority within **eight weeks** of the commencement date of the audit.

2. This Supplementary Request for Tenders (SRFT) is issued in accordance with the Terms and Conditions of the OGP’s Multi-Supplier Framework Agreements for the Provision of Accounting, Audit & Financial Services RFT 97896 – PBF008F.

2.1) This is a specific purpose contract.

2.2) The successful Tenderer agrees to execute and comply with the terms and conditions of the Services Contract which was attached to the OGP’s Request for Tenders (RFT) to Establish Multi Supplier Framework Agreements for the Provision of Accounting, Audit & Financial Services at Appendix 7.

3. As 1 of the 8 Framework Members included in Framework Agreement Sub-Lot 3 under Framework Agreement Lot 2 for the Provision of Audit Services, you are now invited to consider this SRFT and respond with a formal Tender.

4. All queries or requests for clarification in relation to this SRFT and any of the requirements specified therein must be directed to the Contracting Authority using the messaging function on the contract workspace on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries or requests for clarifications **will be accepted no later than 12:00 noon on 23<sup>rd</sup> May 2017** unless otherwise published by the Contracting Authority.

5. Your response document should be clearly marked “for the supply of Audit Services for the Policing Authority – Sub-Lot 2 under Framework Agreement Lot 2” in the subject field, and must be sent via the postbox facility marked ‘Tender’ on [www.etenders.gov.ie](http://www.etenders.gov.ie) **and must be received by 12:00 noon on 30<sup>th</sup> May 2017.**

6. The Policing Authority intends to award the contract on the basis of the Most Economically Advantageous Tender received being deemed the successful bid. An outline of how the marks are to be allocated is defined at Paragraph 11 below. Tenderers must outline all and any costs associated with the provision of all services required pursuant to this SRFT, and specifically proposals should clearly state:

(a) A single fixed blended daily rate for all grades of the key personnel assigned to provide the services required. The quoted daily fee shall be that amount which is necessary to carry out all of the work required to satisfy the requirements set out in this SRFT and this sum shall include all costs.

(b) The rates tendered must be all-inclusive (i.e. including but not being limited to staff cost, administration costs, travel & subsistence, profit margin and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The appropriate VAT rate(s) must be shown separately

Quotations must be provided in the following format by completing Section 2 Part 1 of the Tender Response Document:

<b>Framework Agreement Lot 2 – Audit Services – Sub-Lot 3</b>		
<b>Description</b>	<b>Fixed Blended Daily Rate € (Excl. VAT)</b>	<b>VAT Rate %</b>
Audit function as per Appendix 1 of SRFT	*€ *Tenderers must provide a breakdown of the blended daily rate by professional grade.	

7. Fees quoted in this SRFT cannot be increased during the currency of the contract and cannot exceed the daily fee quoted by the Tenderer in their response to the RFT to Establish the Framework Agreement. Similarly, terms and conditions cannot be altered.

8. The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this SRFT insurances of the type and to the level specified below:

<b>Type of Insurance</b>	<b>Indemnity Limit</b>
Employer's Liability	€12.7 million
Public Liability	€6.5 million
Professional Indemnity	€1.5 million

In relation to Special Condition 2 of the RFT – Limitation of Liability namely “save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Contractor’s aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the amounts as set out by the Client at Direct Drawdown or Mini-Competition stage”, the limit of the Contractor’s aggregate liability for this contract shall not exceed €1.5 million.

Tenderers are asked to provide, as part of their Tender, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

9. Prior to the award of any contract pursuant to this SRFT, the successful Tenderer will be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the Client.

10. The Policing Authority reserves the right to withhold payment where the successful Tenderer fails to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality.

11. The contract for the requested services will be awarded on the basis of Most Economically Advantageous Tender. Marks will be awarded according to the award criteria outlined in the table below.

<b>Criteria</b>	<b>Marks Available</b>	<b>Min. Marks Required</b>
1. Cost (Blended Daily Rate)	400	N/A
2. Service Delivery Methodology	250	150
3. Understanding of Brief	200	120
4. Technical Merit of the Proposed Resources	150	90
<b>Total Marks</b>	<b>1000</b>	N/A

Marks for Cost will be allocated using the following formula:

<b>Cost Score</b>	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}}$	x	<b>Number of Marks Available</b>
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Tenderers must score any minimum marks allocated to criterion 2, 3 and 4 in the SRFT in order to come under consideration for awarding of the contract. Failure to achieve the minimum mark in either criterion 2, 3 or 4 (including any sub-criteria) will result in the Tenderer being eliminated from the competition.

### Scoring Methodology (Award Criteria 2, 3 and 4)

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	No Response

The following provision will apply to any tie-break situation occurring in the evaluation process:

If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall ‘Qualitative’ score shall be deemed the Most Economically Advantageous Tender.

The Framework Client reserves the right to request the preferred Tenderer to attend a presentation meeting to verify the contents of their proposal. If the Framework Client is not satisfied that the Tenderer’s proposal meets their specified requirements they will not be considered further for award of the Contract. The Framework Client will then proceed to select the next highest ranked Tenderer as the preferred Tenderer.

12. This SRFT contains no contractual offer of any kind. Any Tender will be regarded as an offer by the Tenderer and not as an acceptance by the applicant of an offer made by the Policing Authority. No contractual relationship will exist except pursuant to a

written Service Level Agreement signed by a representative of the Framework Client and any successful Tenderer for the specified services.

13. Tenderers are advised that the Policing Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tenderer considers that any of the information supplied in their Tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

14. Any conflict of interest or potential conflict of interest on the part of a Framework Member, individual employees or corporate or individual service providers (whether sub-contractors or third party retainers) of a Framework Member must be fully disclosed to the Policing Authority as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Policing Authority may invite Framework Members to propose means by which the conflict might be removed. The Tenderer should indicate how they tackled the identification of conflicts in proposing their team. The Policing Authority will, in its absolute discretion, decide on the appropriate course of action.

15. Any registerable interest involving a Framework Member and the Policing Authority, other members of the Government, members of the Oireachtas (Parliament), or employees of the Policing Authority and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response and prior to the award of any Contract, it must be communicated to the Policing Authority immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995.

Clare Kelly

Policing Authority

15<sup>th</sup> May 2017

## Appendix 1

### Requirements and Specifications

#### 1. Background

1.1. On March 23 2017, the Garda Síochána held a media briefing during which it identified two issues that had arisen and which it wanted to bring to the public's attention. These were:

- the overstatement of the number of mandatory alcohol tests carried out at checkpoints over a number of years; and
- the prosecution and conviction of persons in respect of offences which should have been disposed of by way of a fixed charge notice.

The scale and consequences of these matters caused the Authority considerable concern which was echoed across Government, statutory agencies, the media and the general public, not least given the impact of these matters on public confidence in the service provided by the Garda Síochána.

1.2. The Tánaiste and Minister for Justice and Equality has requested the Policing Authority in accordance with section 62 O (6) of the Garda Síochána Act 2005 to report on the outcomes of an examination into these matters. Specifically, the examination will address, to the extent possible, the reasons why such issues have arisen, the incidence and scale of the issues and both the solutions implemented to ensure the efficacy of these solutions and that there is no recurrence of these issues.

1.3. The Garda Síochána is a service of approximately 15,000 sworn and unsworn (civilian) members and 756 reserves. The Garda Síochána is structured around 6 regions, comprising 28 divisions and 96 districts. There are 564 Garda Stations.

1.4. The primary recording tool relied on by the Garda Síochána is PULSE (“Police Using Leading Systems Effectively”). This is the computer system on which the Garda Síochána records and retrieves information across its many areas of business, including incidents, activities, intelligence and detections. The information is held in an Oracle database and on top of this sits the PULSE interface. It is an enterprise wide IT system.

1.5. GISC is the Garda Information Services Centre which is a contact and data entry centre for operational members of the Garda Síochána. The centre facilitates Members to phone in the details of an incident to a trained civilian call taker who then enters the details on the PULSE system.

1.6. The Garda Síochána has commenced an internal investigation, led by Assistant Commissioner Michael O’Sullivan, into both matters which have arisen. It is anticipated that this work by the Garda Síochána will be completed over a period of 8 weeks with an interim report by the end of April 2017 and a final report by the end of May 2017. Any work undertaken and completed by the Garda Síochána as part of the investigation into both issues will be made available to the service provider to facilitate the commencement of their work.

## **2. Issues under consideration**

### **2.1. Mandatory Alcohol Testing**

Mandatory Alcohol Testing (MAT) at checkpoints was introduced in 2006 and since 2009 information regarding such checkpoints is recorded on PULSE. The current legislation governing MAT checkpoints is contained in Section 10 of the Road Traffic Act 2010. The Garda Síochána has identified that there is a significant discrepancy between the number of breath tests recorded on the Garda PULSE system for a specified period and the data recorded on the Drager Breath Test device database which is maintained by an independent entity, The Medical Bureau of Road Safety. The scale of the discrepancy according to the Garda Síochána internal examination of the matter is that over the period from 1 November 2011 to the 31 October 2016, Garda Pulse data records 1,995,369 breath tests were performed at 373,274 checkpoints. This compares to the Medical Bureau of Road Safety recording that only 1,058,157 breath tests were performed.

### **2.2. Fixed Charge Notice**

Section 103 of the Road Traffic Act 1961, as amended, provides that where a member of the Garda Síochána has reasonable grounds for believing that a fixed charge offence is being or has been committed by a person, the Garda shall serve a Fixed Charge Notice (FCN). A person may only be summonsed to court upon failure to pay the fixed charge within the time frames provided. The Garda Síochána has identified, following an examination of summonses issued between April 2006 and May 2016, that 14,700 convictions were recorded arising from 146,865 summonses which were issued incorrectly.

### **2.3. Commentary from the Garda Commissioner**

There have been a number of public statements made by the Garda Síochána on these matters, but in essence the Garda Síochána accepts that it is responsible for these errors. In her opening statement to the Oireachtas on 30 March 2017, the Garda Commissioner stated that:

*“I sincerely apologise for the grave mistakes and wrongdoing during the last decade that have led to the two controversies we are here today to*



*discuss. Those mistakes and wrongdoings are unacceptable in policing terms, unacceptable in ethical terms, unacceptable in terms of public trust, and, most critically, unacceptable to the advocacy and support groups involved in road safety and to those who were wrongly brought to Court. They have raised serious issues about how we managed the service, how certain Gardaí operated on the ground and their supervision. Given the scale of these issues, they can't simply be blamed on one individual or one area. It is a collective failure. From top down to bottom up. We all take responsibility for this, and all take responsibility for establishing how this happened and ensuring it cannot happen again. “*

### **3. Service required**

The Authority requires a professional service firm to carry out an independent systems audit of (a) the reporting of breath tests and MAT checkpoints and (b) the issuing of FCNs and summonses in respect of FCN offences. The service provider will be required to report to the Authority within **eight weeks** of the commencement date of the audit.

The Authority requires the systems audit to incorporate all 6 Regions of An Garda Síochána and requests the Tenderer to outline their proposed sampling methodology in order to provide reports and assurances to the Policing Authority in accordance with the table below.

The purpose of the audit is to understand the processes involved, how these issues occurred, any failure to identify problems at an earlier stage and what took place once the issues came to light. The audit will consider any weaknesses in the control and governance environment that facilitated the issues occurring. The audit will examine the measures put in place to prevent a recurrence of these issues and consider whether any further changes or actions are required in order for the Authority to be assured in its oversight role that robust measures have been put in place to prevent future failures of this nature.

Please note that the Preferred Tenderer's proposed project team will be subject to conflict of interest checks and security clearance as follows:

#### Conflicts of interest

Each member of the Preferred Tenderer's proposed project team will be required to declare any potential or perceived conflict of interest that they may have in regard to the proposed contract.

The Authority reserves the right to request the replacement of any member of the project team arising from the nature of such a conflict.

The Tenderer should indicate how they tackled the identification of conflicts in proposing their team.

### Security Clearance

Each member of the Preferred Tenderer's proposed project team will be required to promptly complete and return to the Policing Authority a Garda vetting form. This form will be forwarded to the Garda Síochána for security checks on all addresses at which they resided. If, following this clearance process, any of the proposed team members are considered unsuitable for this project the Preferred Tenderer will be required to propose replacement team members in their places.

The following table shows the reporting timelines for each part of the service to be undertaken by the Service Provider:

<b>Part</b>	<b>Required of the Service Provider</b>	<b>Reporting</b>
<b>One</b>	<ul style="list-style-type: none"><li>a) Examine and assess the adequacy of the new control environment (systems, processes, governance etc.) put in place by the Garda Síochána in relation to (a) the reporting of breath tests and MAT checkpoints and (b) the issuing of FCNs and summonses in respect of FCN offences;</li><li>b) Identify any control weaknesses in the new control environment, including but not limited to systems, processes or governance and make recommendations for change; and</li><li>c) Report and give assurance to the Authority that the new control environment implemented addresses and mitigates the risk of recurrence of these issues.</li></ul>	Interim report within three weeks of the commencement date
<b>Two</b>	<ul style="list-style-type: none"><li>a) Review and assess the process employed and the outcomes of each of the investigations conducted by Assistant Commissioner O'Sullivan;</li><li>b) Review and assess the process employed and the outcomes of any work done by the internal audit service on these matters;</li></ul>	Interim report within four weeks of the commencement date

<b>Part</b>	<b>Required of the Service Provider</b>	<b>Reporting</b>
	<ul style="list-style-type: none"> <li>c) Assess whether the quality of the internal work done is such that it may be relied upon by the service provider as a key source of data and information; and</li> <li>d) Identify what further information or steps are required in order to facilitate the service provider's completion of part three below.</li> </ul>	
<b>Three</b>	<ul style="list-style-type: none"> <li>a) Understand the relevant processes and identify how and why the issues occurred;</li> <li>b) Assess and confirm the scale of the issues;</li> <li>c) In relation to FCN, identify whether the Garda Síochána have identified all cases where a summons was incorrectly sent to a member of the public;</li> <li>d) Identify why the issues did not come to light sooner and any deficiencies in the way in which the issues were dealt with when they did come to light;</li> <li>e) Examine why in the case of MAT, the distribution of this occurrence varied significantly across divisions, identifying the particular factors, if any, which account for that distribution;</li> <li>f) Examine whether in the case of FCN, there is a variance in distribution of the issue across divisions, identifying the particular factors, if any, which account for that distribution;</li> <li>g) Assess and report as to whether the reasons identified might also be likely to impact on the recording and reporting of data in other areas of policing in the Garda Síochána;</li> <li>h) The assessment as to how and why the issues occurred should at least include consideration of the following:</li> </ul>	Final report within eight weeks of the commencement date

Part	Required of the Service Provider	Reporting
	<ul style="list-style-type: none"> <li>– The role of behaviour on the part of various ranks;</li> <li>– The supervisory environment and the role played by the various supervisory ranks;</li> <li>– Manner in which the procedures and protocols around these activities are put in place, documented and communicated;</li> <li>– The level, standard and frequency of relevant training;</li> <li>– IT systems related to the issue;</li> <li>– Governance arrangements related to the issue;</li> <li>– Internal communications arrangements; and</li> <li>– any culture issues.</li> </ul> <p>i) Make any further recommendations for change or for action arising out of the audit, including recommendations relating to the overall management of road traffic policing.</p>	

**Tenderers must complete the Tender Response Document.**

## **Appendix 2 Services Contract**

The Policing Authority

**and**

**[INSERT SUCCESSFUL TENDERER'S FULL LEGAL  
NAME]**

## **AGREEMENT**

**Relating to the Provision of Services pursuant to  
Request for Tenders (RFT) to establish Multi Supplier  
Framework Agreements for the Provision of Accounting,  
Audit & Financial Services**

This AGREEMENT is made on the [ENTER NUMBER FOR DAY; e.g. 1st, 2nd etc.] day of [SELECT MONTH], [SELECT YEAR] BETWEEN:

[INSERT NAME OF FRAMEWORK CLIENT], OF [ADDRESS] (“the Client”)

and

[INSERT SUCCESSFUL CONTRACTOR’S FULL LEGAL NAME], OF [CONTRACTOR’S ADDRESS] (“the Contractor”)

(“the Parties”)

For the purpose of this Agreement, the Client’s Contact is [NAME OF CONTACT PERSON], of [ADDRESS OF CONTACT PERSON]; the Contractor’s Contact is [CONTRACTOR’S CONTACT NAME], of [CONTRACTOR’S CONTACT ADDRESS].

By signing this Agreement, the Contractor agrees to provide the services requested in the Client’s Supplementary Request for Tenders (SRFT) and to execute and comply with the terms and conditions of the Services Contract which was attached to the Office of Government Procurement’s (OGP) Request for Tenders (RFT) to Establish Multi Supplier Framework Agreements for the Provision of Accounting, Audit & Financial Services at Appendix 7. The Contractor also acknowledges that the following documents will form part of the Contract.

1. The OGP’s RFT for the Establishment of Multi Supplier Framework Agreements for the Provision of Accounting, Audit & Financial Services dated 15<sup>th</sup> July 2015 including any clarifications issued by the Contracting Authority (OGP).

2. The Contractor's submission including any clarifications issued by the Contractor.
3. The Client's SRFT including any clarifications issued by the Client.
4. The Contractor's response to the SRFT including any clarifications issued by the Contractor.
5. Previously signed Confidentiality Agreement 8.1 between the Contractor and the OGP.
6. Confidentiality Agreement 8.2 between the Contractor and the Framework Client (this form is at Appendix 3 and must be signed by the successful Tenderer and returned to the Client).

This Agreement shall expire on [INSERT DATE], unless it is otherwise terminated in accordance with the provisions of the Services Contract attached to the OGP's RFT for the Establishment of Multi Supplier Framework Agreements for the Provision of Accounting, Audit & Financial Services or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to [INSERT NUMBER] months with a maximum of [NUMBER] such extension(s) permitted subject to its obligations at law.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

\_\_\_\_\_

(being a duly authorised officer)

Witness

Witness

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## Appendix 3

### 8.2 Confidentiality Agreement 8.2 between a Contractor and a Framework Client

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

[Insert name of Framework Client; insert when signing], of [insert Address]  
(hereinafter “the Client”) of the one part;

and

[Contractor's legal name: to be completed on signing.], of [Contractor's address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

#### WHEREAS

- A. The Minister for Public Expenditure and Reform (“the Contracting Authority”) invited responses (“Tenders”) to Request for Tenders dated 15<sup>th</sup> July 2015 (“RFT”) from economic operators (“Tenderers”) for participation in a Framework for the provision of the services as described in Appendix 1 to the RFT, “Requirements and Specifications”, (“the Services”). The Contractor submitted a response to the RFT dated the 11<sup>th</sup> August 2015.
- B. The Contracting Authority and the Contractor entered into a framework agreement 19<sup>th</sup> October 2015 (the “Framework Agreement”). Parties eligible to participate in this Framework (if any) are identified in the Framework Agreement and in the RFT. The Client is eligible to participate.
- C. By Request for Supplementary Tender dated [insert date of SRFT] (“the SRFT”), the Client invited responses from Framework Members to the SRFT for the provision of Services. The Contractor submitted a response to the SRFT dated the [Date of Tender] (the “Response”).
- D. The Contractor has been identified as the preferred bidder pursuant to the SRFT (“the Mini-Competition”).
- E. For the purposes of the Mini-Competition and any subsequent contract awarded thereunder (if any) (“the Contract”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement,



will be furnished to the Contractor. The Confidential Information is confidential to the Client.

**NOW IT IS HEREBY AGREED** in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
  - 2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Framework Agreement and/or the Contract; and
  - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
  - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
  - 3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except
    - i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
    - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

**PROVIDED ALWAYS** that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client;

and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The Contractor should note that they shall be bound by the statutory obligations with respect to the confidentiality of information imposed by section 62M of the Garda Síochána Act 2005 (as amended) and other relevant legislation. The Contractor hereby acknowledges that s/he/they is/are aware of the obligations imposed by section 62M and that all information that is obtained by the Contractor in relation to this Contract and that has not otherwise come into the public domain shall not be disclosed except in accordance with law. A breach of section 62M is an offence and may result in criminal liability.
5. The obligations in this Agreement will not apply to any Confidential Information:
  - i in the Contractor's possession (with full right to disclose) before receiving it from the Client; or
  - ii which is or becomes public knowledge other than by breach of this clause; or
  - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
  - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
  - 6.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
  - 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;
  - 6.3 upon termination of the Mini-Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with

its obligations under this Agreement. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- 6.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
- i Data Protection Acts, 1988 and 2003 and
  - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client’s databases, data or ICT system(s) as may be necessary for the purposes of the Mini-Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini-Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness