



Request for Quotation (RFQ) for the Supply of Payroll Software Services (JUB-X-6962)

1 About GOAL

GOAL is an international humanitarian development agency established in 1977, 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

GOAL has been working in South Sudan since 1985. The GOAL South Sudan country programme focuses on two of GOAL's three strategic sectors: health (including WASH and health accountability programming) and livelihoods. GOAL South Sudan mainstreams gender, and child protection across all programming. GOAL works on a County focused approach and uses a mixture of direct implementation and partnerships with local civil society organisations, private sector partners, and State local governments to give effect to our mission. GOAL South Sudan is funded by several donors, including Irish Aid, ECHO, Bank of Ireland, Private donors, World Food Programme (WFP), UNICEF, and WHO.

With approximately 1,000 staff, GOAL South Sudan is currently operational in the Abyei Administrative area, Central Equatoria State, Warrap State and Upper Nile State of South Sudan with six established offices in Kajo-Keji, Juba, Ulang, Renk, Wunrok and Abyei

2 Timelines

Line	Item	Date and Year.
1	RFQ published	19 th June 2023.
	Clarification	21 st - 4 th July 2023
2	Closing date and time for receipt of quotations	10 th July 2023. 5:00pm CAT (Central Africa Time)
3	Bid opening	13 th July 2023 time 2:30pm CAT
4	Contract award forecast	August 2023

3 Supply Requirement

GOAL would like to procure a payroll software as a service for 3 years (SaaS) with annual review for continuity or termination to be hosted on internal IT systems in the cloud compatible and integrated with Microsoft Azure and be able to perform the following,

- Calculate staff's monthly salary and generates pay slips including payroll summary.
 - Salary allocations across various grants and be able to calculate all legally applicable taxes and deductions.
 - Simplify information, generate reports and minimize manual efforts which will provide great advantages to the organizations to allow easy management of employees' salaries, wages, overtime, taxes, and other deductions.
 - Provide accurate calculations and generate reports and data that assists in making decisions on HR related matters.
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- Reduce the workload for managing the payroll, leave management, timesheet management, staff contracts management and calculation of severance pay, gratuity and accruals.
- Give audit trails of systems transactions and capture and store employee and organization Information for at least seven years.
- Generate various reports in excel, pdf, etc as required and Job banding, and use of multiple currencies in a self Service.

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the supply of payroll software as a service (SaaS)

This competition is being conducted under GOALs Request for Quotation procedure. The Contracting Authority for this procurement is GOAL South Sudan.

Any queries about this RFQ should be addressed in writing to GOAL via email on clarifications@ss.goal.ie (Please include the reference number **JUB-X-6962** and words "clarification required" in the subject line.

4 Conditions of Quotation Submission

- Quotations must be completed in English. Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in Appendix 1.
 - In the event of a contract being awarded to a bidder that has knowingly withheld relevant information or otherwise misled GOAL in the evaluation process in any way, then that contract will be rendered null and void.
 - 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 is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
 - Information supplied by respondents will be treated as contractually binding and unsuccessful bidders will be notified on the outcome of the results.
 - GOAL's standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order for payment processing.
 - This document is not construed in any way as an offer to contract.
 - GOAL and all contracted suppliers, and their subcontractors, associates or partners must act in all its procurement and other activities in full compliance with donor requirements and the highest ethical standards.
- Terrorism and Sanctions:**
- GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

5 Submission of Quotations

Quotes must be delivered as one scanned PDF file by email to tender@ss.goal.ie and in the subject field state:

1. **JUB-X-6962 – Supply of Payroll Software Service**
2. **Name of your company with the title of the attachment**

(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 the GOAL Procurement Committee and all Bidders will be notified of the results.

Submission checklist

Line	Item	Tick attached
1	This document filled in and signed.	
2	Appendix 1 Technical proposal - filled, signed, and stamped.	
3	Appendix 2 Financial offer - filled, signed, and stamped.	
4	Appendix 3 ID of key technical and Admin personnel translated into English	
5	Appendix 4 Standard GOAL Terms and Conditions signed	
6	Appendix 5. Supply code of conducts	

Eligibility, Qualification and Evaluation Process & Award Criteria

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

Administrative instructions:

- Bid submission by the deadline.
- Submission of all supporting documents as outlined on the above table in section 4.
- All costs must be quoted in USD.
- Document scanned as one PDF file.

Bidders not conforming to the administrative instructions may have their bids disqualified at this stage, and therefore would not progress to the next stages.

Essential Criteria

The provider is expected to meet the minimum essential requirements stated below.

1. Certificate of incorporation
2. At least 3 references from previous clients/customers (3 reference letters from previous or current clients and Evidence of two similar contracts).
3. Valid Trading/Operating license
4. Tax compliance (registration/tax clearance certificate)
5. Audited financial accounts for the last two years (2022 & 2021)
6. Bank Statement for the last six (6) months.
7. Evidence of Compliance with either National Data Protection Laws & or GDPR

Award Criteria

The award criteria will be based on the below:

1. Quality/Technical - 55% (based on review of the quality and content of the technical offer to meet desirable requirements)
 - The Service Provider is expected to submit a 2 to 4-page operational approach outlining how the company will carry out/conduct the assignment of setting-up the payroll software-as-a-service. The operational approach should also cover.
 - Name and CVs of technical staff members who will be responsible for overseeing and undertaking the work.
 - Proposed Payroll software as-a-service and approach to the work
 - Please state the focus of your services; quality and standards assurance; how you achieve these.
 - At least 3 references from previous clients/customers (3 reference letters from previous or current clients and Evidence of two similar contracts).
 - Experience in developing or working with human HR MIS/payroll systems.



- The vendor shall provide a live demonstration using the latest version of the payroll software, which shall include a walk-through of all the major features and functionalities in TOR.
- The demonstration shall be conducted remotely or in person by a representative of the vendor who is knowledgeable about the software and can answer any questions that may arise.

Lastly, state any additional added value services that you may be able to offer to GOAL South Sudan.

- Scope of cover is detailed in Annex 1.

2. Price 35%

3. Delivery 10% - The time it will take the vendor to deliver the assignment.

Company information - these sections MUST be completed.

Name		
Company Name		
Address		
Registration Number		
Telephone		
E-mail address		
Website address		
Year Established		
Legal Form. Tick the relevant box	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (specify):	
VAT Number (where applicable)		
Tax registration number (if different to VAT number)		
Directors' names and titles		
Please state name of any other persons/organisations (except Bidder) who will benefit from this contract.		
Parent company		
Ownership		
Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional tables in this format.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Provide details of contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates)		
Provide details of any applicable Quality Assurance certificates or qualifications your company or employees have:		
A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table:		
Year	Offered Goods Turnover <currency>	Overall Turnover <insert currency>

2022		
2021		

Please include at least 2 (two) references who may be contacted on a confidential basis to verify satisfactory execution of contracts:

Reference 1

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

Reference 2

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

By submitting an offer under this request for quotation JUB-X-6962 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 Bidder 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 agency

The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, any other information relevant to this application.

That all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this tender; and further understood that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract.

I confirm that my bid has a validity of **ninety (90) days minimum**. *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:			



Appendix 1: Technical offer - Terms of Reference

1. Payroll Software as a service:

The Payroll Software as a service required shall include, but not limited to the following. GOAL would like to procure a payroll software as a service (SaaS) to be hosted on internal IT systems in the cloud compatible and integrated with Microsoft Azure.

The main objective of the Payroll Software as a service is to assist the organization in the following:

- a) Calculate staff's monthly salary, generates pay slips and payroll summary.
- b) Salary allocations across various grants.
- c) Calculate all legally applicable taxes and deductions.
- d) Simplify information, generate reports, and minimize manual efforts which will provide great advantages to the organizations.
- e) Allow easy management of employees' salaries, wages, overtime, taxes, and other deductions.
- f) Provide accurate calculations.
- g) Generate reports and data that assists in making decisions on HR related matters.
- h) Reduce the workload for managing the payroll.
- i) Pay slips generation.
- j) Leave management.
- k) Timesheet management
- l) Staff contracts management and calculation of severance pay, gratuity and accruals.
- m) Give audit trails of systems transactions.
- n) Capture and store employee Information for at least seven years.
- o) Capture and store organization information.
- p) Generate various reports in excel, pdf, etc as required.
- q) Job banding
- r) Multiple currencies
- s) Self Service

3. Deliverables

The awarded company is expected to deliver the following outputs for this assignment:

- I. Payroll software as a service implementation proposal with timelines to deliver the systems once offer to supply the service.
 - II. Payroll software as-a-service designed to or requirement analysis and implementation
 - III. Testing/Installation
 - IV. Dedicated helpdesk to support in the implementation stage at least for the first 6 months.
 - V. Importation of existing data/or simplified input file formats
 - VI. Training of personnel
 - VII. Corrective measures after test run
 - VIII. User manual
 - IX. Recurring support during implementation phase (system Maintenance, application Maintenance and support)
 - X. Service Level Agreement reporting
 - XI. Data retention
 - XII. Hardware requirements both the operating system environment and database requirements
 - XIII. Application hosting requirements
 - XIV. Multi-site, Multiuser access solutions (GOAL at the moment has 6 operations offices in Juba, Renk, Ulang, Kajo Keji, Twic, and Abyei Special Administrative Area with plans to set new ones.
 - XV. Security protocols and measures put in place for access.
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- XVI. Requirements for mail protocols for communicating with the users.
- XVII. Answer to security queries (refer to section 5 c below)

4. Essential Criteria

The provider is expected to meet the minimum essential requirements stated below.

1. Certificate of incorporation
2. At least 3 references from previous clients/customers (3 reference letters from previous or current clients and Evidence of two similar contracts).
3. Valid Trading/Operating license
4. Tax compliance (registration/tax clearance certificate)
5. Evidence of Compliance with either National Data Protection Laws & or GDPR

5. Award Criteria

The award criteria will be based on the below:

4. Quality/Technical - 55% (based on review of the quality and content of the technical offer to meet desirable requirements)
 - The Service Provider is expected to submit a 2 to 4-page operational approach outlining how the company will carry out/conduct the assignment of setting-up the payroll software-as-a-service. The operational approach should also cover.
 - Name and CVs of technical staff members with experience in developing or working with Human Resource management information System (MIS) payroll systems etc.
 - who will be responsible for overseeing and undertaking the work.
 - Proposed Payroll software as-a-service and approach to the work
 - Audited financial accounts for the last two years (2022 & 2021)
 - Bank Statement for the last six (6) months.
 - At least 3 references from previous clients/customers (3 reference letters from previous or current clients and Evidence of two similar contracts).
 - The vendor shall provide a live demonstration using latest version of the payroll software, which shall include a walkthrough of all the major features and functionalities in the TOR. The demonstration shall be conducted remotely or in person by a representative of the vendor who is knowledgeable about the software and can answer any questions that may arise.

Lastly, state any additional added value services that you may be able to offer.

- Scope of cover is detailed in Annex 1.

5. Price 35%
6. Delivery 10% - The time it will take the vendor to deliver the assignment.

6. SCOPE OF COVER

1. Payroll Software as a service:

The Payroll Software as a service required shall include, but not limited to the following.

1.1. The Payroll Software as a service shall provide monthly Payroll Processing which includes:



- a) Net pay/transfer
- b) Local Allowances
- c) Insurances if applicable
- d) All local deductions
- e) Pension scheme as applicable
- f) All benefits

1.2. Payment input file to include:

- a. The Payroll Software as a service shall provide the ability for the SMT and HR managers to view payroll reports.
- b. The Payroll Software as a service shall provide the ability to interface/integrate with GOAL Accounting system (SAGE Online), which can generate accounting output for salary related records.
- c. The Payroll Software as a service shall provide the ability to describe/discuss the capability of the proposed system to be expanded in the future without radically changing or replacing the initially purchased software.
- d. Payroll software as a service should provide the ability to integrate and authenticate GOALs Azure domain accounts.
- e. The Payroll Software as a service shall provide the ability to describe the hardware, software and other user engines required for the system to work properly.

1.3. Payroll Software as a service applicable functions to include:

- a. The Payroll Software as a service shall provide the ability to pay the employee at more than one rate.
- b. The Payroll Software as a service shall provide the ability to pay employees on a variety of pay schedules (monthly, bi-weekly, weekly and daily).
- c. The Payroll Software as-a-service shall provide the ability to easily produce standard and customized payroll reports, pre and post calculation e.g. payroll tax (income tax, pension, cost share, pay slips, etc.)
- d. The Payroll Software-as-a service shall provide the ability to process taxes and reporting requirements.
- e. The Payroll Software as-a-service shall provide the ability to process "other" reporting requirements (e.g., allowances report etc.)
- f. The Payroll Software as a service shall provide the ability to create accurate reporting, for the purpose of making timely payments to all necessary agencies (tax office etc)
- g. The Payroll Software as-a-service shall provide multi-users with different level of security and access privilege.
- h. The Payroll Software-as-a service shall provide the ability to complete payroll Offline in case of internet failure.

1.4. Input from standalone PCs/Laptops:

- a. The Payroll Software as a service shall provide flexible data entry options with edits flags and warnings in place to identify key items or errors during data entry (i.e., leave balances)
 - b. The Payroll Software as a service shall provide prorated, monthly, quarterly, and annual Payroll Reports on paper and additional storage online (GOAL SharePoint/Cloud)
 - c. The Payroll Software as a service shall provide comprehensive functionality with user-friendly and graphical screens that will guide you through the payroll process step-by-step.
 - d. The Payroll Software as a service shall provide System base to service up to 1,000 active employees.
 - e. The Payroll Software as a service shall provide Query and reporting capabilities that allows one to access up-to-date information, track trends and generate management reports on demand.
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- f. The Payroll Software as a service shall provide retention of historical data available to the user for up to 7 years.
- g. The Payroll Software as a service shall provide flexible data access (Format Payroll information and create custom reports). Capability to gather, design and print data from all types of applications, including Microsoft Office applications, Microsoft Access and other Windows-based solutions.
- h. The Payroll Software as a service shall provide adequate and reasonably priced staff training support to the client/buyer.
- i. The Payroll Software as a service should identify sources and support for updating tax or other legislative changes including changes in rates, or new statutory requirements.

1.5. Payroll Interface - Functional Requirement

- a. GOAL South Sudan must be able to track and monitor the financial impacts of paying its employees. As a result, the organization must be able to process the payroll software-as-a-service into its general ledger; this should include employee pay, attendance (types of leave, exit and entry time), overtime and allowances, government employment tax computation, etc. An interface format must comply with SAGE API's.
- b. GOAL South Sudan requires at the minimum; one-time capturing device in at least each structure; list each type of device, hardware and equipment individually as needed to meet the requirements of this RFQ. Each item should be listed separately along with a price and description of the item.

1.6. Payroll Interface – Performance Requirement

- a. The overall system should be fast and error free (free of bugs).
- b. It should have built in error checking and correction facilities.
- c. The system should have the capacity to handle large amounts of data efficiently.

1.7. Other Features:

- a) The vendor should include or/other features of the system that have not been outlined above
- b) In the event that the GOAL identifies any additional features or functionalities that were not included in the initial set of requirements, GOAL shall have the right to request the vendor to add these additional features.

7. Systems

- a. The system should be able to provide real time back-up and have a documented disaster recovery plan.
- b. Data should be stored in the Cloud and not on any office PCs or Laptops.
- c. Processing devices should comply with GOAL security policy.

8. Reports

- a. Weekly, bi-weekly, monthly or Monthly payroll, and monthly accounting interface reports.

9. Training

- a. The Service Provider shall provide GOAL appointed HR and Finance staff training and materials pertaining to the system to be provided, to include but not limited to the following:
 - Consultation and training upon implementation
 - Reference and training manuals and videos describing system capabilities.
 - Payroll Support toll-free telephone number or otherwise.
 - Upgrades and new revisions policies and subsequent charge.
 - Additional hours of continuous training as orientation for new users and for future upgrades

10. Security

- a. The Service Provider shall take all measures necessary to comply and ensure that its employees comply with data security rules and regulations of GOAL, the State and local rules, laws, and regulations and the General Data Protection Regulation (GDPR).
- b. The access to the software should be given to only authorized users where a specific ID and password will be granted to the appointed personnel to access the system.
- c. Please provide response to below queries:
 - 1. How is your software as-a-service hosted? Is it hosted by your or 3rd party datacentre? Or is it going to be fully installed in GOAL environment?
 - a. If it is hosted by you, where data is going to be stored (geographically)
 - b. What are your security policies for the datacentre and data security? (Please share your security policies)
 - 2. Is the system compliant with General Data Protection Regulation (GDPR) or relevant regulations in country?
 - a. What policies and procedures do you have in place to manage client’s data? Do you have any certifications?
 - b. How will you protect GOAL data?
 - c. Do you follow secure data destruction process for data and IT equipment\media?
 - i. Please share procedures\policies
 - d. If the contract is terminated, will you return or securely destroy GOAL data?
 - 3. Are data managed on your system encrypted?
 - a. Is data encrypted at rest - while stored?
 - b. Is data encrypted in transit - while users are accessing it?
 - 4. Does your Software as-a-service support Multi Factor Authentication (MFA) for accessing it?
 - a. If not, what other measures are in place to minimize the risk of unauthorised access?
 - 5. Identity and access management
 - a. Are there different levels of access possible such as admin, financial controller, junior staff?
 - i. Can those roles be customised?
 - b. Is access monitored and logged?
 - 6. Vulnerabilities management
 - a. Are the systems regularly patched to address security risks as recommended by vendors?
 - b. How do you notify clients in the event of security incident or data breach in your system?

i) Please provide details on your security incident management policies/procedures.

"By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this quotation request; and further understood that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract."

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

Appendix 2: Financial offer

All Financial proposals/offers made must contain the below statement duly signed prior submission to GOAL South Sudan. additional information can be provided in a separate sheet clearly mentioned financial offers.

S/N	Item Description	Cost (USD)
1	Inception	
2	Requirements Collection, Analysis, and design	
3	One time system development and customisation cost to include: salary allocation, payroll and overtime, personnel management, leave management, payslips, timesheets, staff contracts tracking and management, severance pay, gratuity and accruals, audit trail, taxes and deductions, and the various reports (excel, pdf, word etc), system integration with the existing GOAL systems (Sage and Azure)	
4	Data migration to include importing of existing HR data into the system	
5	Training of users	
6	Annual Support and maintenance	
7	Year 1 License	
8	Year 2 License	
9	Year 3 License	
10	Any other expenses classified as recurrent cost - please state in a separate sheet	
	Any other expenses classified onetime cost - please state separate sheet	
11	Sub-Total	
12	Added Tax as applicable	
13	Grand total estimate	

"By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this tender; and further understood that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract."

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

Appendix 3 ID of key technical staffs and administration



ANNEX 04. TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS

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.
2. 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.
3. 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.
4. ASSIGNMENT OF PERSONNEL
The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.
5. 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.
6. 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.
7. 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.
8. WARRANTY
The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the 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.
9. 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

10. RULE OF ORIGIN AND NATIONALITY

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

11. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at 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.

12. FORCE MAJEURE

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

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the 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/contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

13. DEFAULT

In case the 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 default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

14. REJECTION

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

When the services or works or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the 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.

15. AMENDMENTS

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

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

23. INTELLECTUAL PROPERTY INFRINGEMENT

The 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, tradename 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, tradename or trademark 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.

24. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the 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.

25. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by GOAL shall rest with GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. TERMINATION OF CONTRACT

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

In the event of the Contract being terminated prior to its due expiry date in this way, the 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.

31. 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.

32. 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.

33. DISPUTES - ARBITRATION

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

34. SETTLEMENT OF DISPUTES

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

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

35. WITHHOLDING TAX

GOAL reserves the right to deduct withholding tax from the 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).

36. GOVERNING LAW AND JURISDICTION

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

37. BANK GUARANTEE

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the 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.

38. 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
- Include something about raw materials/sourcing.

39. HUMAN TRAFFICKING

GOAL has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. 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; ⁽¹⁾₍₂₎
- Procure commercial sex acts during the period of performance of the contract; ⁽¹⁾₍₂₎
- Use forced labor in the performance of the contract; ⁽¹⁾₍₂₎
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority. ⁽¹⁾₍₂₎
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and ⁽¹⁾₍₂₎ 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.

Appendix 5 Supplier Code of Conduct

In this Supplier Code of Conduct, reference to GOAL will include reference to GOAL in Ireland, GOAL (International) in the UK, GOAL US Fund in the US and all GOAL branches and/or liaison offices, as well as other entities established in programme countries from time to time (together, hereinafter referred to as "GOAL"). This Supplier Code of Conduct should be read in conjunction with the relevant contract entered into between the Supplier and GOAL ("Contract"), GOAL's Terms and Conditions for Contracts for Procurement of Goods or Services (as applicable), and any other GOAL policy which GOAL may send the Supplier from time to time during the Contract.

Each supplier of GOAL ("Supplier") is expected to comply with the following Supplier Code of Conduct and is responsible for requiring its employees and any subsidiary, subcontractor and any other third party that the Supplier may use to carry out its obligations under a contract entered into with GOAL (together, "Third Parties") to abide by this Supplier Code of Conduct, and to provide a copy of this Supplier Code of Conduct to those entities and individuals.

The Supplier Code of Conduct applies to all Suppliers who are requested by GOAL to sign it and all Third Parties who must confirm that they uphold its standards as far as applicable to their status. GOAL recognises that reaching some of the standards in this Supplier Code of Conduct is a dynamic, continuous process and encourages Suppliers to continually improve their workplace conditions and ensure they have adequate systems and controls in place to monitor Third Parties to ensure compliance with this Supplier Code of Conduct. In line with the size and nature of their business, GOAL expects the Supplier to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. GOAL encourages Suppliers to implement their own written code of conduct.

1. RESPECT FOR HUMAN RIGHTS

The Supplier represents and warrants that neither it nor any Third Party violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 (as may be amended from time to time) including all protocols to the convention.

The Supplier represents and warrants that it will have respect for all fundamental human rights and, in particular, it will respect the dignity and worth of all persons including respect for the equal rights of men and women.

The Supplier undertakes that it and any Third Party will not discriminate directly or indirectly on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race, political affiliation, social status, or membership of an ethnic community.

2. ILLEGAL ACTIVITY

The Supplier represents and warrants that neither it nor any Third Party are engaged in any sort of illegal activities.

The Supplier represents and warrants that neither it nor any Third Party will excuse or ignore or participate in any corrupt, fraudulent, exploitative, or unethical activities. This includes but is not limited to the trafficking of people, participating in any armed, political, or religious conflict, dealing in illegal drugs, gems or arms or using the services of a sex worker.

The Supplier represents and warrants that neither it nor any Third Party will be under the influence of alcohol or drugs, which includes illegal drugs and misused prescription medication, while engaged by GOAL under a Contract and will be fit to carry out its responsibilities and obligations under that Contract.

3. ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-FRAUD, ANTI-MONEY LAUNDERING & CONFLICT OF INTEREST

GOAL has zero tolerance for corruption, bribery, fraud, and money laundering.

The Supplier and each Third Party shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, anti-fraud and anti-money laundering including but not limited to the Irish Criminal Justice (Money Laundering and Terrorist Financing Act 2010), the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the UK Terrorism Act 2000, the United States Foreign Corrupt Practices Act 1977 and the United States Anti-Money Laundering Act 2020, as may be amended from time to time) (together the "Relevant Requirements").

Corruption includes benefiting from gifts, advantages, and sexual favours. Therefore, the Supplier and all its Third Parties shall not:

- Exchange money, employment, goods, or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance.
- Engage in any sexual relationships with beneficiaries of assistance since they are based on inherently unequal power dynamics.

Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree

with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

4. TERRORISM

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

5. ENVIRONMENT

The Supplier represents and warrants that neither it nor any Third Party are violating any international environmental agreements.

The Supplier undertakes to support a precautionary approach to environmental challenges and not in any way cause damage, destruction, or any harm to the environment. Further, the Supplier undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

6. MINES AND WEAPONS

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade, or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of anti-personnel mines.

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons, and nuclear weapons.

7. CHILD AND ADULT SAFEGUARDING

The Supplier represents and warrants that it and all its Third Parties are protecting all people from abuse and exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Specifically, the Supplier and all its Third Parties will not:

- Engage in sexual activity with anyone under the age of 18, regardless of the age of consent locally (mistaken belief of age being no defence).
- Sexually abuse or exploit children.
- Subject a child to physical, emotional, or psychological abuse, or neglect.
- Engage in any commercially exploitative activities with children including child labour or trafficking.

- Sexually abuse or exploit vulnerable adults.
- Subject a vulnerable adult to physical, emotional, or psychological abuse, or neglect.

8. CHILD PROTECTION

The Supplier represents and warrants that neither it, nor any Third Party are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier represents and warrants that it and all its Third Parties will comply with this requirement, and that it will raise any concerns or suspicions they have, actual or perceived, of any breach of this clause directly to GOAL.

9. FORCED LABOUR

The Supplier represents and warrants that employment is freely chosen and neither it nor any Third Party are using any form of forced, bonded or compulsory labour.

10. WORKING CONDITIONS

The Supplier represents and warrants that neither it nor any Third Parties are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO) (as may be amended from time to time).

The Supplier represents and warrants that it and all its Third Parties are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers, and that the rights of staff to freedom of association and collective bargaining are respected.

11. DISCRIMINATION IN WORKING CONDITIONS

The Supplier represents and warrants that neither it nor any Third Party are discriminating any of its workers regarding race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

The Supplier represents and warrants that neither it nor any Third Party are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

12. TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY

The Supplier represents and warrants that it and any Third Party shall uphold the highest standards of integrity, honesty and transparency.

The Supplier undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of GOAL for GOAL to examine any alleged breach of this Supplier Code of Conduct.

13. HUMAN TRAFFICKING & MODERN SLAVERY

The Supplier and each Third Party shall comply with all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and the Supplier warrants that it has instructed its named personnel, staff,

employees, and all its Third Parties to refrain from engaging in human trafficking and/or forced labour. The failure of the Supplier to investigate allegations of human trafficking for whatever purpose, including forced labour, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle GOAL to end the Contract immediately and without penalty upon notice to the Supplier, at no cost to GOAL.

Suppliers and their employees, and Third Parties (including labour recruiters, brokers, and agents) shall not:

- Engage in 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, 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; or use recruiters who do not comply with local labour law
- Charge recruitment fees to employees or potential employees
- Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL
- Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
- Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

Should the Supplier 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.

14. WHISTLEBLOWING AND REPORTING

The Supplier represents and warrants that it and any Third Party shall raise any genuine concerns about actual or perceived wrongdoing by GOAL staff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities.

GOAL also expects each Supplier to provide their own employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect each supplier to take action to prevent, detect, and correct any retaliatory actions. If the Supplier does not have its own reporting mechanism then it should provide their employees with GOAL's email address: speakup@goal.ie to raise any legal or ethical issues or concerns; or through the externally managed hotline, **Safecall:** www.safecall.co.uk/report_goal@safecall.co.uk.

15. BREACH

Any breach of the representations and warranties of this Supplier Code of Conduct will be considered as gross misconduct and abusive behavior, which cannot be tolerated.

As such, GOAL will have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOAL to undertake a thorough investigation of any alleged breach of any representation, warranty or undertaking given by the Supplier or Third Party of this Supplier Code of Conduct. Upon the outcome of the investigation, GOAL will inform the relevant Supplier of its findings and will either (i) continue the Contract making such necessary amendments to the Contract as may be required to strengthen the terms of the Contract; or (ii) terminate the Contract with the Supplier immediately at no cost to GOAL. Upon such termination, GOAL reserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOAL has found that the Supplier or Third Party has

breached a representation, warranty or undertaking under this Supplier Code of Conduct.

This Supplier Code of Conduct is hereby acknowledged and agreed by:

On behalf of	insert supplier name
Name	
Signature	
Date	
Place	