

**Invitation to apply for a Temporary Contract for Services as**

**Policy Officer (Maternity Cover) with the Ombudsman for Children’s Office**

The Ombudsman for Children’s Office (OCO) is inviting applications from suitably qualified candidates who wish to be considered for appointment to a temporary contract for services in the OCO’s Policy Unit, to replace a staff member on maternity leave. The contract will be for an initial period of 26 weeks with an option to extend by a further period of up to 16 weeks. The person selected will be expected to be in a position to start work on 2 July 2018. Applicants should note that the successful applicant will be subject to vetting by the Garda Central Vetting Unit.

**1. Ombudsman for Children’s Office**

The Ombudsman for Children’s Office is an independent statutory body which was established in 2004 under the Ombudsman for Children Act 2002 (2002 Act). The OCO has two core statutory functions:

* to promote the rights and welfare of children up to the age of 18 years
* to deal with complaints made by or for children about the administrative actions of public bodies which have or may have adversely affected a child.

The Ombudsman for Children is directly accountable to the Oireachtas in relation to the exercise of these statutory functions.

The Ombudsman for Children’s duties as regards promoting the rights and welfare of children are set out under section 7 of the 2002 Act. These duties include:

* advising Government on the development and coordination of policy relating to children
* encouraging public bodies, schools and voluntary hospitals to develop policies, practices and procedures that are designed to promote children’s rights and welfare
* collecting and disseminating information on matters relating to children’s rights and welfare
* exchanging information and cooperating with the Ombudsman for Children of other states
* monitoring and reviewing the operation of legislation concerning matters that relate to the rights and welfare of children
* monitoring and reviewing the operation of the 2002 Act
* advising Government on any matter, including developments in legislation, relating to the rights and welfare of children.

The OCO can also undertake, promote or publish research on any matter relating to children’s rights and welfare.

Further information about the OCO and its work in these areas is available on the OCO’s website ([www.oco.ie](http://www.oco.ie)).

**2. Main areas of responsibility**

Reporting to and supervised by the OCO’s Head of Policy, the role of Policy Officer (maternity cover) with the OCO’s Policy Unit will involve:

* gathering and analysing information about developments in law, policy and practice relating to children’s rights in Ireland, with reference to Ireland’s international human rights obligations concerning children
* assisting with the preparation of advice, submissions and reports by the Ombudsman for Children under section 7 of the 2002 Act, including with regard to developments in legislation affecting children
* supporting the OCO’s engagement with international monitoring mechanisms, as necessary
* supporting the OCO’s communications and public affairs work, including by conducting research to inform OCO position papers, presentations and statements
* contributing to the OCO’s work with the European Network of Ombudspersons for Children (ENOC) and the British and Irish Network of Ombudsman and Commissioners for Children (BINOCC)
* assisting with other tasks and areas of work assigned by the OCO’s Head of Policy.

**3. Qualifications and Experience**

**Essential**

* a qualification at degree level in law, political science, social science or other relevant discipline
* demonstrable knowledge of the international human rights standards (in particular the UN Convention on the Rights of the Child) and of legislation and public policy in Ireland relating to children’s rights and welfare
* sound knowledge and understanding of children’s rights and current challenges to the realisation of children’s rights in Ireland
* excellent analytical skills
* excellent written and oral communication skills
* excellent presentation skills
* sound judgement
* strong interpersonal skills
* good IT skills
* strong organisational and time management skills
* ability to work on own initiative and to collaborate constructively as a member of a small, dedicated team
* a commitment to working in the best interests of children

**Desirable**

* an understanding of the OCO’s statutory remit and functions
* experiencing of working with an organisation working in the field of human rights, in particular children’s rights
* experience of working directly with children and young people under 18 years of age

# 4. Budget, costs and financial arrangements

This appointment as Policy Officer is to a temporary contract for services to replace an OCO staff member on maternity leave. This contract for services will be for an initial period of 26 weeks with an option to extend by a further period of up to 16 weeks.

The maximum budget is €15,766 (ex-VAT) for the initial 26 week engagement. Any extension will be paid at a proportionate rate for any additional weeks up to a maximum of 16 weeks. Any application which exceeds the maximum budget will be classed as ineligible for assessment.

Applicants must quote a daily (per diem) rate in Euro and exclusive of VAT, based on 113 working days in the initial 26 week period, in their application. Applicants should note that any application that:

* does not quote a daily rate in Euros exclusive of VAT will be classed as ineligible for assessment
* quotes a daily rate in Euros exclusive of VAT which exceeds the maximum budget will also be classed as ineligible for assessment.

Applicants should note that:

* All fees will be subject to Professional Services Withholding Tax currently at a rate of 20%.
* Invoicing arrangements will be agreed between the OCO and the successful applicant. It is envisaged, however, that the successful applicant will be paid monthly in arrears and following submission of a monthly invoice to the OCO.
* The successful applicant will not be an employee of the Ombudsman for Children’s Office and shall not be paid a fee for any period in which services were not provided for whatever reason, including sickness, holidays or other commitments.
* The successful applicant will not be reimbursed for any expenses incurred in connection with the performance of services under this contract, unless those expenses are approved in advance by the OCO’s Head of Corporate Services and Head of Policy.
* Any discounts to which the Ombudsman for Children’s Office may be entitled must be clearly indicated, including but not limited to:
  + public sector discounts
  + early payment discounts
  + any other discounts.

Applicants should note the following additional conditions relating to this contract for services:

* The successful applicant will be based at and required to work from the Ombudsman for Children’s Office in Dublin.
* The working hours are Monday to Friday from 9.00am to 5.00pm.
* To facilitate the efficient and effective functioning of the OCO’s Policy Unit, any days when the successful applicant is not available to deliver the services required under this temporary contract for services will be agreed in advance by the successful applicant with the OCO’s Head of Policy.

# 5. Application Process

Applicants must complete the application form in full and submit their completed form by email to. [**ocotenders@oco.ie**](mailto:ocotenders@oco.ie). Applicants should enter **‘Policy Officer (Maternity Cover)’** in the subject line of their email.

Applicants should note that it is not necessary to submit any documentation or material other than a completed application form. If submitted, any such additional documentation or material will not be considered.

Completed applications must be submitted by **12.00pm (midday) on Wednesday, 23 May 2018**. Applicants are responsible for ensuring that their application is submitted on time. Any application received after 12.00pm (midday) on Wednesday, 23 May 2018 will not be considered.

Shortlisted applicants will be invited to interview at the Ombudsman for Children’s Office in Dublin. Applicants should note that interviews are likely to take place during the week of **11th to 15th June 2018**. Applicants should also note that travel expenses to attend for interview will not be paid by the OCO.

# 6. General Conditions

1. Documentation should be prepared in English and is subject to the following:
2. This invitation to apply for a temporary contract for services as Policy Officer (maternity cover) with the Ombudsman for Children’s Office shall form part of the contract documents. This invitation and all applications received further to it shall be governed and constructed in accordance with the laws of Ireland and the work carried out shall be deemed to be carried out in Ireland.
3. The Ombudsman for Children’s Office will use its best efforts to hold confidential any information provided by applicants subject to the OCO’s obligation under law, including the Freedom of Information Act 2014. Applicants should indicate in their application, what parts of their application, if any, are commercially sensitive and which they consider should be kept confidential should an FOI request be received. The Ombudsman for Children’s Office will consult with applicants about any such sensitive information before making a decision on any FOI request received. Similarly, the Ombudsman for Children’s Office requires that all information provided pursuant to this invitation to apply for a temporary contract for services as Policy Officer (maternity cover) with the OCO will be treated in strict confidence by applicants. The successful applicant will be required to enter into a confidentiality agreement in respect of any confidential information provided.
4. Applicants should be aware that national legislation applies in other matters such as Official Secrets, Data Protection, Health and Safety, and Child Protection.
5. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing applications.
6. Information supplied by applicants will be treated as contractually binding. However, the Ombudsman for Children’s Office reserves the right to seek clarification or verification of any such information. Failure to provide a satisfactory response may lead to that applicant’s exclusion from the process. The Ombudsman for Children’s Office reserves the right to check all information for accuracy. Statements which are subsequently found to be incorrect or incapable of fulfilment may be found by the Ombudsman for Children’s Office as a reason to exclude that applicant from the process. The appropriate course of action to be taken in any event shall be decided by the Ombudsman for Children’s Office in its absolute discretion.
7. Any conflicts of interest involving an applicant must be fully disclosed to the Ombudsman for Children’s Office, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the applicant.
8. Before a contract is awarded the successful applicant will be required to promptly produce a Tax Clearance Certificate, or in the case of a non-resident applicant, a statement from the Revenue Commissioners confirming suitability on tax grounds. Non-residents should contact the Office of the Revenue Commissioners, Revenue Residence Section, Government Offices, Nenagh, Co Tipperary. In addition, applicants must retain records of tax reference numbers for any subcontractors where payments exceed €650 (incl. VAT).
9. Applicants should note that the provisions of Department of Finance Circular 43/2006 apply and the Ombudsman for Children’s Office will require sight of Tax Clearance Certificates for any subcontractor where payments exceed €2,600. Forms may be obtained from the following address: Office of the Revenue Commissioners, Sarsfield House, Limerick. Where a Tax Clearance Certificate expires within the course of the contract, the Ombudsman for Children’s Office reserves the right to seek a renewed certificate. All payments under the contract will be conditional on the contractor(s) being in possession of a valid certificate at all times.
10. The successful applicant is obliged to effect and maintain where necessary employers liability, general third party liability and professional indemnity insurance. Where requested to do so the successful applicant is required to produce evidence of payment of such insurance premiums.
11. The successful applicant shall be responsible for the delivery of all services provided for within the contract on the basis of the fixed fee. Prices quoted in the application cannot be increased during the term of the contract. Similarly, terms and conditions cannot be altered.
12. The Ombudsman for Children’s Office retains the right to terminate the contract and to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of the required services.
13. The Ombudsman for Children’s Office will not be liable in respect of any cost or expenses incurred by applicants in the preparation of applications or any associated work effort, including preparing and presenting their proposals.
14. The Ombudsman for Children’s Office reserves the right not to proceed with the procurement process and is not bound to accept the lowest or any application submitted.
15. The Ombudsman for Children’s Office will have copyright ownership of any material produced under the contract.
16. Applications must be completed using the application form provided.
17. Applications which are considered to be incomplete will not be evaluated.