

Services Contract



The Ombudsman for Children's Office (OCO)

And

[Insert successful Applicant's full legal name - to be completed on signing.]

AGREEMENT

Relating to the

**Establishment of a Panel of Investigation & Research Experts for the
Ombudsman for Children's Office (2026-2029)**

THIS AGREEMENT IS MADE IN THE [INSERT DATE] DAY OF MONTH [INSERT MONTH] 2026 BETWEEN:
The Ombudsman for Children's Office (OCO) of Ombudsman for Children's Office, Millennium House, First Floor, 52-56 Great Strand Street, Dublin 1, DO1 F5P8, Ireland ("the Client");

and

[Insert contractor name] of [Insert contractor address] ("the Contractor") (each a "Party" and together "the Parties").

WHEREAS:

- A. The Ombudsman for Children's Office (OCO) established a Panel of Investigation and Research Experts (2026–2029) (the "Panel") following an application process.
- B. The Contractor submitted an Application Form for admission to the Panel, dated [insert date of Application], and was successfully admitted as a Panel Member.
- C. The OCO may engage Panel Members on an as-needed basis to provide investigation and/or research services (the "Services") in accordance with the terms of this Agreement.
- D. This Agreement governs the terms under which the Contractor may be engaged by the OCO for specific assignments from time to time.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The OCO Panel of Experts Overview Document;
 - iii. The Contractors Application form;
2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the OCO Panel of Experts Overview Document and the Application Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is The Ombudsman for Children's Office (OCO) of Ombudsman for Children's Office, Millennium House, First Floor, 52-56 Great Strand Street, Dublin 1, DO1 F5P8, Ireland. The Contractor's Contact is [Insert name and title within the Contractor Company], of the [Insert Contractor's company name and address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall remain in place for the duration of the Panel (up to three (3) years), unless terminated earlier, unless it is otherwise terminated in accordance with the provisions of this Agreement 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 12 months with a maximum of one such extension permitted subject to its obligations at law.
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the OCO Panel of Experts Overview Document.
 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
 8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
 9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
 10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

<p>SIGNED for and on behalf of the Client.</p> <p>_____ (being a duly authorised officer)</p> <p>Date: / /</p>	<p>SIGNED for and on behalf of the Contractor</p> <p>_____</p> <p>Date: / /</p>
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Schedule A: Terms and Conditions

1. Scope of Contractual Arrangements

Detailed contractual arrangements are not within the scope of this document. However, the following conditions apply and should be noted in the Panel of Experts Overview Document.

2. Information treatment

Information in the Panel of Experts Overview Document and Application form is binding, The Ombudsman for Children's Office (OCO) however, reserves the right to seek clarification or verification of any such information.

3. Engagement of Services

Admission to the Panel does not guarantee the award of any work. The OCO may engage the Contractor for specific assignments on a call-off basis, taking into account the Contractor's experience, availability and suitability. Each assignment may be confirmed by way of written instruction, email or purchase order issued by the OCO. The terms of this Agreement shall apply to all such engagements unless otherwise expressly agreed in writing.

4. Tax Registration and Clearance

Applicants are obliged to furnish the OCO with their tax registration number upon request so that eTax clearance can be verified once the applicant becomes a Panel member. All payments under the contract will be conditional on the contractors having valid eTax clearance at the time of payment.

5. Withholding Tax

In accordance with Government requirements, payments for professional services will be subject to withholding tax as laid down by the Revenue Commissioners.

6. Currency, Payment Terms and Payment Method

Prices and rates, quoted in Euros (€), are exclusive of VAT. The [Insert client's name] follows the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

A payment schedule will be agreed upon. The [Insert client's name] adheres to the standard Electronic Funds Transfer payment method.

7. Conflict of interest and corruption Prevention

Applicants must disclose any conflict of interest or registrable interest as per the Ethics in Public Office Act, 1995. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Applicants or invalidate an award of contract, depending on when the conflict of interest comes to light.

Money or gifts related to a contract may be deemed corrupt unless proven otherwise, in accordance with the Ethics in Public Office Act 1995 and 2001

8. Collusion

Collusion or any attempt by Applicants to influence in any way, the process or any other aspect of this Application, will result in a disqualification of that/those Applicants.

9. Confidentiality

This Application Process is confidential and personal to each Recipient. All information supplied to Applicants as part of this process remains confidential and is to be treated as such. Failure to comply with the confidentiality of this process may disqualify an Applicant.

10. Freedom of Information Compliance

All responses to this Application invitation are confidential. Information won't be disclosed without written permission, except as required by law or for evaluation. Applicants should identify sensitive information, and The OCO assumes no liability for released information or consequential damages.

11. Media

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

12. Non-exclusivity

Nothing in this Agreement shall preclude the Client from purchasing Services from a third party at any time during the term of the Agreement.

13. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 14 days or more the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

14. Key Personnel Responsibilities

- A. The Contractor ensures that all key personnel providing services are available throughout this Agreement.
- B. The Contractor adheres to relevant laws and labour standards for its personnel, addressing employment issues appropriately.
- C. The Contractor acknowledges that the Client isn't meant to assume employer obligations. If such obligations transfer by law, the Contractor indemnifies the Client against resulting losses.

15. Replacement Personnel Protocol

If Key Personnel becomes unable to provide services, the Contractor promptly notifies the Client in writing and replaces them with qualified personnel. The Client has discretion over the suitability of Replacement Personnel, and notification must be in writing (post or electronic means).

16. Termination

- A. The Client can terminate this Agreement with one month's written notice, without compensation liability.
- B. Either party can immediately terminate this Agreement without compensation liability if:
 - I. the other party breaches this Agreement and fails to remedy it within 30 days;
 - II. the other party becomes insolvent, bankrupt, or undergoes similar actions;
 - III. the Client becomes aware of an unresolvable conflict of interest on the Contractor's part;
 - IV. the Client becomes aware of any registrable interest on the Contractor's part.

17. Remedies

- A. The Contractor indemnifies the Client for losses due to negligence, breach of contract, or other specified actions. This obligation persists post-termination.
- B. If the Contractor fails to deliver approved quality Services, and the Client orders elsewhere, the Contractor compensates for any additional costs incurred by the Client.

18. Data Protection

Applicants are required to comply with all directions of the OCO with regard to:

- A. The use and application of all and any Confidential Information or data (including personal data as defined in the relevant Data Protection Acts);
- B. Local security arrangements deemed reasonably necessary by the OCO including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the OCO including by police authorities;
- C. 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. All relevant Data Protection Acts,
 - 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.

19. Intellectual Property

The Client retains all intellectual property rights in documents, designs, reports, or any information produced by the Contractor for the Services. The Contractor must secure necessary consents/licenses and indemnifies the Client against losses arising from any breach of third-party intellectual property rights used in connection with this Agreement. The Contractor may be required, upon request by the OCO, to execute a separate Confidentiality and Social Media Agreement as a condition of engagement for specific assignments.

20. Communication Nominations

In its Response to this Application Process, an applicant shall set out in writing, the name and title, telephone number, and email address of the nominated person to which all communications shall be directed until the process has been completed or terminated. In the case of a consortium, one person shall be nominated, to whom only all correspondence will be furnished and from whom only correspondence will be acceptable. Correspondence from any other consortium member will not be accepted, acknowledged or responded to.

21. General Provisions

- A. This Agreement, including the Panel of Experts Overview Document and Submitted Application Form, constitutes the entire agreement, and contain the entire agreement between the Contractor and the Client relating to the **Services** and supersedes any prior agreements or understandings.
- B. In case of conflicts with commonly used documents, this Agreement's terms prevail.
- C. The Agreement doesn't establish a partnership, joint venture, or principal-agent relationship.
- D. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement. The Contractor as prime contractor hereby assumes liability for Contractor Personnel and shall ensure that Contractor Personnel shall comply in all respects with the relevant terms of this Agreement, to the extent that it or they are retained by the Contractor.
- E. The Contractor cannot assign rights under the Agreement without prior written consent from the Client.
- F. The Agreement is governed by Irish law, with exclusive jurisdiction in Irish courts.
- G. Notices must be given in email and must be acknowledged by email before they can take effect.

22. Child protection

- A. The OCO is committed to providing a safe environment for the children and young people with whom we work, an environment in which they are treated with dignity and respect and protected from all forms of harm and abuse, including exploitation.
- B. The best interests of children will be paramount at all times.
- C. All staff who come into contact with children and young people in their work have a duty to safeguard and promote the rights of children.
- D. All visitors to the Office, including providers and contractors, must adhere to the OCO Child protection policy and guidelines, and must use lavatory facilities located in the second floor of the premises while workshops are on in the Office.

Schedule B: Services/Service: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject