



Request for Quotation (RFQ) for the Northwest Syria Data Sharing and Interoperability Assessment (Consultancy) – ANT-E-29552

1 ABOUT GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over 60 countries and responded to almost every major humanitarian disaster. We are currently operational in 13 countries globally. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

GOAL has been working in Northwest Syria for seven years, focusing its efforts on Water, Sanitation and Hygiene (WASH), Food Security and Livelihoods (FSL), and Emergency Response interventions. GOAL Syria implements multi-sector programmes in Northwest Syria (NWS) directly and through partners with funding from several donors, including ECHO, BHA and SCHF. At the household level, the program design creates links between its multi-donor funded emergency response program to its food security, winterization, and shelter programming, and complements food assistance programming with basic needs assistance via Multi-Purpose Cash Assistance (MPCA).

During the last quarter of 2019 and early 2020 GOAL successfully piloted the use of an e-voucher platform to deliver Cash and Voucher Assistance (CVA) to beneficiaries of its food security program. Following successful results of the intervention GOAL signed a three-year framework agreement with a e-transfer service provider in NWS. Since then, GOAL distributes smartcards to its Program's beneficiaries to access emergency (including winter), food and basic needs assistance. These cards allow families to access cash (provided by Money Traders in NWS), vouchers (facilitated by vendors contracted by GOAL), or both. The Program team controls who receives the cash, when, and how, through the e-voucher platform, which is directly linked with beneficiaries' smartcards. The platform allows not only to process distributions but also to capture data on beneficiaries' use of the cash.

2 TIMELINES

Line	Item	Date, year, time, and time-zone
1	RFQ published	29 December 2021, 09:00 (GMT+3)
2	Closing Date for Clarifications	7 January 2022, 17:00 (GMT+3)
3	RFQ Closing date and time for receipt of quotations	14 January 2022, 17:00 (GMT+3)
6	Contract award forecast	24 January 2022

3 SUPPLY REQUIREMENT

GOAL invites prospective suppliers to submit their quotation for the provision of Northwest Syria Data Sharing and Interoperability Assessment (Consultancy) and delivery to GOAL Syria within assigned timeframe.

The detailed required description shall be found in the **Appendix-5 Terms of Reference - I. Required Qualifications** section.

4 TERMS OF BIDDING

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the provision of Northwest Syria Data Sharing and Interoperability Assessment (Consultancy).

This competition is being conducted under GOAL's Request for Quotation procedure. The Contracting Authority for this procurement is GOAL.

Any queries about this RFQ should be addressed in writing to GOAL via email on procurementsy@sy.goal.ie. Please include the reference number **ANT-E-29552** and words "**CLARIFICATION REQUIRED**" in the subject line.

5 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 tenderer 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 tenderer.
- 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.
- Unsuccessful bidders will be notified.
- GOAL's standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.
- This document is not construed in any way as an offer to contract.
- GOAL and all contracted suppliers, 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.
- 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 or sanctions against them. GOAL will not purchase supplies or services from suppliers that are associated in any way with terrorism or are the subject of any international exclusion orders or sanctions. All suppliers making submissions under the RFQ guarantee that neither they nor any affiliate or a subsidiary controlled by them are associated with any known terrorist group or are the subject of any international exclusion order or sanctions. Any contract entered into subsequent to the RFQ will reflect this requirement.

6 SUBMISSION OF QUOTATIONS

Quotes must be delivered electronically by email:

Email to procurementsy@sy.goal.ie and in the subject field state:

1. **ANT-E-29552 for the NWS Data Sharing and Interoperability Assessment (Consultancy)**
2. **Name of your company with the title of the attachment**
3. **Number of e-mails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

Please note that ALL documents attached to emails must either be in PDF format, or scans of hard copy documents. No excel, word or other 'soft copy' documents will be accepted, and bids submitted using soft copy documents may be rejected.

(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.

7 SUBMISSION CHECKLIST

Line	Item	Format	Tick attached
1	This document filled in and signed	Sign & stamp, scan and save as a single PDF entitled 'RFQ Document for ANT-E-29552'	
2	Appendix 1 - Company Information and Signed Statement	Filled, sign & stamp, scan and save as a single PDF entitled 'Appendix 1_Company Information and Signed Statement'	
3	Appendix 2 – RFQ Statement	Filled, sign & stamp, scan and save as a separate excel and PDF entitled 'Appendix 2_RFQ Statement'	
5	Appendix 3 - Financial Offer (All costs must be quoted in EUR.)	Filled, sign & stamp, scan and save as a single PDF entitled 'Appendix 3_Financial Offer'	
6	Appendix 4- Technical Proposal (<i>It should add the following required documents as Annexes to the Technical Proposal</i>)	It should be prepared by interested Service Providers, Max 5 pages.	
	a) Reference Contact Details		
	b) Sample Research Report / paper from similar assignments		
	c) A clear and detailed methodology for providing the deliverables listed in the TOR (5 Pages maximum) which includes as a minimum: <ul style="list-style-type: none"> • Proposed Project Timeline. • Clearly states the level of staff member from your team assigned completing key tasks (e.g. Analyst, Project Manager, Director). • Clearly shows adherence to and understanding of specified research methodologies • Clearly shows adherence to and understanding of all best practices for engaging with other stakeholders. 		
	d) Detailed Weekly Work Plan		
	e) Resumes / CVs / Qualifications & Degrees		
	f) Copy of organization's registration documents (does not apply for independent researchers).		

APPENDICES & ANNEXES

Appendix 1 – Company information

Appendix 2 – RFQ Statement

Appendix 3 – Financial Offer (attached as a separate excel and PDF)

Appendix 4 – Technical Proposal

Appendix 5 – Terms of Reference

Appendix 6 – GOAL Terms & Conditions

Appendix 7 – GOAL Supplier Code of Conduct

Annex A – Copy of Company’s Registration Documents (attached as separate PDF)

8 ELIGIBILITY, QUALIFICATION AND EVALUATION PROCESS & AWARD CRITERIA

8.1 EVALUATION CRITERIA

The phases of evaluation of the responses will determine whether the tender meets the preliminary eligibility criteria.

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

These are as follows:

Phase #	Evaluation Process Stage	The basic requirements with which proposals must comply with
1	Administrative instructions	<ol style="list-style-type: none"> 1. Closing Date: Submissions must have met the deadline stated in Section-2 (Timelines) of this document, or such revised deadline as may be notified by GOAL. 2. Submission Method: Submissions must be delivered in the method specified in Section-6 (Submission of Quotations) of this document with the response format detailed in Section-7 (Submission Check List). 3. Format and Structure of the Proposals: Submissions must conform to the response format laid out in Section-7 (Submission Check List) of this document, and the Appendices, or such revised format and structure as may be stipulated by GOAL. Failure to comply with the prescribed format and structure may result in the submission being rejected. All submissions must be in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official. 4. Confirmation of validity of your proposal: The supplier must confirm that their proposal is valid for 60 days. 5. All costs must be quoted in EUR.
2	Essential Criteria	<ul style="list-style-type: none"> • Firm must specialise in evaluation and/or research. • Submissions must demonstrate firm's availability to carry out evaluation within approximately 10 weeks with service completion date not exceeding 15/April/2022. • Both physical presence or ability to remotely access GOAL and partner areas of operation in NWS/Turkey/Jordan. • Previous experience of conducting research activities for INGOs, Humanitarian Organisations and/or UN Agencies. • Submission of a similar assignment with contact person and contact details. • Submission of at least one of sample research report / paper from similar assignments • Submission of a detailed technical proposal as requested. • Submission of a financial proposal with costs for different deliverables and services.

		<ul style="list-style-type: none"> Submission of detailed weekly work plan elaborating on timeline of the requested deliverables and timeframes for GOAL's approvals for them.
3	Award Criteria	Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context: <ul style="list-style-type: none"> Technical Proposal (Weighting 60%) Total Price (Weighting 40%)
4	Qualification Criteria	All due diligence checks are found to be clear including but not limited to Anti-Terror Checks.

8.2 AWARD CRITERIA FURTHER INFORMATION

- Technical skills of personnel deployed (20%)**

- Include Resumes / CVs of the key project team members or leads. All CVs must be submitted in one merged PDF format.
- Organizational structure of the team.
- Experience in conducting similar evaluations.
- Similarity to the evaluation criteria.
- Project and covered area will be scored equally.

- Technical Proposal: Context specificity/proposed methodology and work plan. (20%)**

A clear and detailed methodology for providing the deliverables listed in the **Appendix 5 - Terms of Reference** (5 Pages maximum) which includes as a minimum:

- Proposed Project Timeline.
- Clearly states the level of staff member from your team assigned completing key tasks (e.g., Analyst, Project Manager, Director).
- Clearly shows adherence to and understanding of specified research methodologies.
- Clearly shows adherence to and understanding of all best practices for engaging with other stakeholders.

- Experience in conducting evaluation of donor/INGO/UN supported humanitarian programmes (10%)**

- CVs, References with contact info and application documents.

- Sample from previous work experience. (10%)**

- Demonstrated application of technical skills, analysis and professional final product including CVs and application documents.

Technical proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy.

The tenderer may attach further relevant supporting information to the methodology as Annex's, but it is at GOAL's discretion whether this will be reviewed as part of the evaluation.

Please refer to **Terms of Reference (Appendix 5)** for further information on technical proposal requirements.

Price (40%)

Refer the **Appendix 3 – Financial Offer**, service providers must fill, sign and stamp. The successful tenderer once formally contracted will invoice per acceptance by GOAL as per payment schedule given in **Appendix-5 (ToR)**. Further details are included in **Appendix - 3 (Financial Offer)**.

All prices must be in **EURO (EUR)**. Please round two decimal places throughout. Any financial offers that contain more than two decimal places will be rounded. This should realistically and adequately present expenses for all requested activities. Prices offered will be evaluated on full cost basis (including all fees and taxes) as per **Appendix 3 – Financial Offer**.

GOAL is requesting **Lump Sum Fixed Price Financial Offers**. The successful tenderer once formally contracted will invoice per acceptance by GOAL as per payment schedule.

Marks for cost will be awarded on a proportional basis with full marks for the cheapest offer following the below formula.

$$\text{Score} = 40 \times (\text{Min Total Price} / \text{Supplier Total Price})$$



APPENDIX – 1 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="radio"/> Company <input type="radio"/> Partnership <input type="radio"/> Joint Venture	<input type="radio"/> 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 tenderer) 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="radio"/> Yes <input type="radio"/> 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:		

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 **RFQ. ANT-E-29552** for NWS Data Sharing and Interoperability Assessment (Consultancy), the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters.

The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.

The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Neither the bidder, a director or partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.

The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.

Neither the bidder, a director or partner has been found guilty of fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency

The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or 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 60 of days. If your bid does not have this validity, please state what bid validity you offer.

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

Signed:

Print name:

Position:

Company Name:

Date:

Address:

APPENDIX 2: RFQ STATEMENT

RFQ STATEMENT

TO: GOAL

RE: (Request for Quotation) ref: ANT-E-29552

Having examined all sections, appendices, and annexes to the RFQ we hereby agree and declare the following:

1. We accept all the Terms and Conditions including Terms of Reference (Appendix - 5) of this RFQ.
2. We confirm our understanding that if successful, we will be commercially engaged under a GOAL Standard Form Contract and will be given time to review the Terms and Conditions contained within that contract.
3. We confirm the validity period of our RFQ offer to be 60 Days from date of submission.
4. We confirm that we have the capability to satisfy the essential criteria listed for the RFQ. (i.e., including but not limited to Firm must specialise in evaluation and/or research. Please refer to Section 8.1 Evaluation Criteria /Essential Criteria for further details)

Date:	
Full Name:	
Position:	
Signature and company stamp:	

APPENDIX 3: FINANCIAL OFFER

See separate excel spreadsheet

APPENDIX 4: TECHNICAL PROPOSAL

Technical proposal; **Max 5 pages**; a clear and detailed methodology for providing the deliverables listed in the Terms of Reference which includes as minimum:

- Proposed Project Timeline
- Clearly states the level of staff member from your team assigned completing key tasks (e.g., Analyst, Project Manager, Director).
- Clearly shows adherence to and understanding of specified research methodologies.
- Clearly shows adherence to and understanding of all best practices for engaging with other stakeholders.
- The proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy (**no longer than 15 April 2022**).
- Delivery time is the date of Consultancy Company shall start working on the project (as per TOR) from the date contract signed. Please refer to the **Appendix-1** for required start date.

APPENDIX 5: TERMS OF REFERENCE

TERMS OF REFERENCE

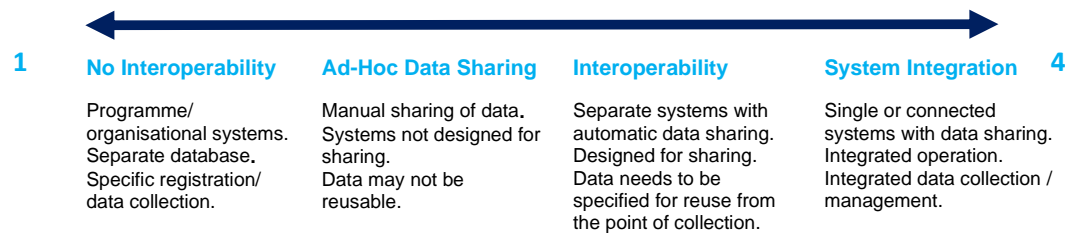
Can be a technical offer page that bidders fill in, or a more detailed description of the requirement.

TERMS OF REFERENCE

NWS Data Sharing and Interoperability Assessment

A. Introduction

1. Founded in 1977 in Ireland, GOAL is an international humanitarian agency which currently works in 13 countries. GOAL has been working in northwest Syria for seven years, focusing its efforts on Water, Sanitation and Hygiene (WASH), Food Security and Livelihoods (FSL), and Emergency Response interventions.
 2. GOAL Syria implements multi-sector programmes in Northwest Syria (NWS) directly and through partners with funding from several donors, including ECHO, BHA and SCHF. At the household level, the program design creates links between its multi-donor funded emergency response program to its food security, winterization, and shelter programming, and complements food assistance programming with basic needs assistance via Multi-Purpose Cash Assistance (MPCA).
 3. During the last quarter of 2019 and early 2020 GOAL successfully piloted the use of an e-voucher platform to deliver Cash and Voucher Assistance (CVA) to beneficiaries of its food security program. Following successful results of the intervention GOAL signed a three-year framework agreement with a e-transfer service provider in NWS. Since then, GOAL distributes smartcards to its Program's beneficiaries to access emergency (including winter), food and basic needs assistance. These cards allow families to access cash (provided by Money Traders in NWS), vouchers (facilitated by vendors contracted by GOAL), or both. The Program team controls who receives the cash, when, and how, through the e-voucher platform, which is directly linked with beneficiaries' smartcards. The platform allows not only to process distributions but also to capture data on beneficiaries' use of the cash.
 4. As digital data and information management tools have become central in the implementation of Cash and Voucher Assistance (CVA) by humanitarian agencies, Financial Service Providers (FSP) and Mobile Network Operators (MNO), efforts are being made on Cash Transfer programmes globally to integrate data systems including using harmonised registration forms, a common database, Information Sharing Protocols (ISP) and data sharing agreements amongst humanitarian agencies around the world such as in Yemen, Somalia, Iraq and Lebanon, and initiatives by donors to enhance interoperability between beneficiary information management systems. These integrations efforts are driven by key objectives to enhance coordination and oversight, avoid inefficiencies, duplication, or gaps in the delivery of assistance and ultimately improve Accountability to Affected Populations(AAP).
 5. For the purpose of these TORs, GOAL understands interoperability as the relationship between two or more communication technology applications or systems (communication hardware, and communication equipment or software components) that can work together easily and automatically. In the graphic below, which outlines the different levels of interoperability, GOAL currently stands at the second level on the spectrum (Ad-Hoc Data Sharing) and aims to move, guided by a consultant and together with others, to the third one (Interoperability).
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6. Studies show that harmonising data presents both long-term opportunities and short-term risks for developing a robust integrated data system for providing cash-based assistance in humanitarian contexts and supporting implementation of social protection programmes. As a first step towards interoperability and integration, and aware of the need for reliable beneficiary data (both at within and across agencies) for the efficient delivery of assistance in NWS, **GOAL Syria aims to explore opportunities for making its beneficiary data management system interoperable with those of other agencies and it's implementing partners. Specifically, GOAL Syria will look at beneficiary data from CVA programs from different humanitarian agencies with two main objectives: to avoid duplications and gaps, and to facilitate complementarity of assistance.** Although social protection systems are not in place in NWS, GOAL Syria is confident that if these are developed in the coming years, this harmonization effort will serve as base to continue work on integration between humanitarian and government-led or locally led social protection programs.
7. Currently, CVA agencies coordinate their delivery of assistance based on geography and access capabilities. Information on who is assisting populations in an area is expected to be reported to UN-led coordination bodies (CVWG and clusters). Added to the fact that reporting to clusters is not always prioritized, CVA reporting is scattered between different coordination fora, depending on whether it is multi-purpose cash (CVWG) or sectorial CVA (clusters). Consequently, no entity exists that centralizes all CVA data, and the data collected and made available is rarely complete and fully accurate. To practically solve this initial challenge, agencies communicate informally on planned distributions in a certain location and solve overlaps on an ad-hoc basis. Typically, beneficiary personal data is not shared between agencies unless essential and prior to the signature of data sharing agreements.
8. **By connecting its beneficiary data registration and management systems with those of other agencies, GOAL Syria expects to overcome current coordination challenges and refine targeting and assistance delivery. The envisioned model would allow concerned agencies to cross-check whether previously agreed-on beneficiaries' data points** – for example: recipient of assistance, duration of assistance received (start/end month), modality of assistance (cash, voucher, in-kind), sector outcomes of assistance (i.e., basic needs, food, shelter etc), and value of assistance – **has been registered by another agency concerned.** This will not only identify duplications in assistance but prevent gaps and facilitate complementarity, while also ensuring that data reported to coordination bodies is reliable. Similar efforts have been pursued and are currently being piloted by 3 CVA agencies in Northeast Syria with preliminary positive results.
9. Currently, GOAL Syria's Management Information System (MIS) is structured as follows:

The work of the MIS Team in Beneficiaries Selection (BS), Beneficiaries Verification (BV), and Request for Assistances (RFAs) is one of constant interaction with the Programmes, Accountability and Monitoring Evaluation & Learning Departments. In order to assist in regulating, organizing and documenting a continuous creation and exchange of data, all data reception and delivery processes, GOAL Syria has designed an online system platform,

which assists GOAL at all stages of data handling including verification, processing assistance requests, and archiving.

The documentation process on the online system speeds up consolidation, prevents errors, and at the same time, it gives GOAL Syria accurate periodic reports relating to data management, documentation, and exchange between the Data Management Team and other Departments involved in BS, BV, and the Accountability Team's Community Feedback Mechanism (CFM). Furthermore, GOAL's online system architecture can collect data on beneficiaries and track the assistance they have received as part of one or several programs, allowing for all the information to be centralized in one single system – which is also used as a key source for donor reporting.

The MIS process is important to ensure that the selection, verification and RFA teams, together with program teams have access to the same GOAL Syria database and are able to obtain information quickly. It is also important to ensure that beneficiaries identified are be added to the household beneficiary list without being duplicated using the same household ID (anonymized) so to follow-up on their status. The MIS team is responsible for the uploads/transfers to the database of beneficiary data which passes GOAL's minimum standards, production of distribution lists, the design of technical tools (ex.: Windows applications for checking data, archiving files), platforms, and data cleaning before referring all RFAs and complaints received related to inclusion/exclusion error through GOAL Syria's robust CFM to the selection team. MIS is also responsible for referring beneficiary lists provided by Local Councils/Camp Manager for inclusion in the selection process to programs teams and internal support units.

B. Purpose and Scope of Work

1. **The purpose of the consultancy** is to identify the potential for interoperability between GOAL's (and its local partners) beneficiary data management system and other data management systems that are being used in NWS (by international and local organizations) engaged in CVA and in-kind programming.

The consultant will recommend which interoperability model/s is/are best suited to the NWS CVA operational context as well as identify barriers to interoperability and propose ways to address them. The consultant will identify any challenges around data protection, and privacy and make recommendations on how these may be addressed.

2. **The objectives** of the consultancy will be the following:
 - **Propose the possible models for interoperability between beneficiary data registration and management systems of agencies** within the scope of this study. Based on an analysis of agencies' systems, tools, processed and technologies used to manage beneficiary data, the consultancy will recommend on models for interoperability that could work in the NWS context, ranking them in order of feasibility, and describing potential challenges and barriers. Together with each model proposed, the consultant will advise on which are the necessary modifications to be made at the technical level and what additional processes and decision-making structures need to be developed.
 - **Advise on the necessary measures and infrastructure to be established** – within each agency and between them – to ensure that collection, access, processing, storage, transfer, maintenance, retention, and destruction of beneficiary's data is done in full alignment with the **General Data Protection Regulation (GDPR)** and **Turkish Data Protection Laws**
 - **Examine the ethical, fiduciary, reputational and legal risks** associated with different models for interoperability of beneficiary data management data systems, given the context of NWS.
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3. Envisioned Milestones:

- i. Mapping information of GOAL, it's implementing partners and NWS selected CVA agencies specific MIS their structure, tools, processes, technologies and processes.
- ii. To conduct an analysis of the different agency data fields, looking at the types of Personal Identifiable Information (PII) and non-PII data collected, how they are categorized, as well as anonymized/encrypted, and the opportunity and challenges of establishing a common beneficiary data set that allows for beneficiary data to be both compared and shared between operational organizations. The Minimum Core Dataset for Assistance Delivery to Affected Populations will provide a basis for this work.
- iii. Examine interoperability levels of mapped agencies' MIS to get insights on the possibility of the systems "communicating" with each other. Further, recommend interoperability models that would fulfil envisioned programmatic collaboration between concerned agencies, for the specific use cases outlined could be developed by concerned agencies based on their current MIS' setup, and rank them by feasibility and outlining challenges and barriers linked to each of them.
- iv. Outline technical modifications to be set in place to achieve the proposed model – including integration protocols, technical configurations and parameters, structures and procedures needed to access/ send/receive data between systems. Modifications include those within GOAL systems, but also its partners, and concerned agencies. A list of interoperability parameters will be developed and shared with participating agencies interested in carrying this forward.
- v. Examine data protection approaches used in the different systems against General Data Protection Regulation (GDPR) and Turkish Data Protection Laws and how these may affect the potential exchange of PII and Non PII data: Compile a list of good practices being implemented by different agencies on data protection, map these against the criteria set by GDPR/Turkish Data Protection Laws and highlight any inconsistency. A data sharing agreement template adapted to the proposed models must be provided.
- vi. Outline ethical, fiduciary, reputational and legal risks that can arise in NWS context.

C. Deliverables

The following deliverables are to be submitted to GOAL Syria:

- i. **Inception Report** including work plan, methodology and tools.
 - ii. **Debriefing:** Consultant will debrief Syria Programme Director, Deputy Programme Director, GOAL Syria Cash & Markets Advisor, Emergency Coordinator, Programme Data Systems Coordinator, ECHO NWS Team on their findings, conclusions, and recommendations, using a PowerPoint presentation and any briefing materials required. GOAL Syria will provide feedback during the briefing meeting.
 - iii. **Draft Assessment Report:** submit first draft of report to GOAL for review and feedback
 - iv. **Final Assessment Report.** Soft copy of full report, with all attachments. This must at a minimum contain:
 - Table of contents
 - Executive Summary
 - Introduction
 - Objectives
-

- Methodology
- Process how the assessment was conducted
- Findings of review
- Recommendations & Action Plan
- Conclusions
- Reference Annexes including drafted revisions of new/ revised tools

The consultant will engage in frequent communication and exchanges (via emails, calls, reports, etc) to GOAL’s point of contact.

D. Timeline

The consultancy is scheduled to take place within a period of 12 weeks with a proposed start-date of 1st February 2022. A tentative timeline is indicated but can be revised by the consultant with prior consultation with GOAL Syria management during the inception phase.

Activity & Deliverables	Provisional Deadline
SUBMISSION: Inception Report and Tools	Week 1
GOAL Feedback on Draft Inception Report and Tools	Week 2
SUBMISSION: Final Inception Report, and Instruments	Week 3
Conduct desk review and data collection	Weeks 4-7
Debriefing on findings, recommendations, and presentation of new tools/SOPs to GOAL and ECHO	Week 8
SUBMISSION: Draft Final Report findings, recommendations and newly developed tools and protocols.	Week 9
GOAL Feedback on Draft Final Report findings, recommendations and newly developed tools and protocols.	Week 10
SUBMISSION: Final Report with findings, recommendations and newly developed tools and protocols.	Week 12

E. Methodology

4. A recommended methodology is outlined below but the final methodology and tools to be used is to be determined by the consultant. Upon signing of the contract, the consultant will carry out the following:
 - a. **Inception Phase – Two weeks**
 - i. Inception meetings with GOAL to agree on a work schedule for tool development and, identify key stakeholder respondents and participants, and agree on timeframes, identify key focal points' roles and communication channels for GOAL and the consultant both in Syria and at Country Office level. GOAL review and validates the agreed framework for the assessment
 - ii. Initial desk review by the consultant of key internal and external documents relating to the GOAL Syria cash transfer programme and e-platform.
 - iii. Data collection tools submitted to GOAL for
 - iv. review and feedback. Consultant to finalise data collection tools. Inception report with final versions of data collection tools to be submitted to GOAL.
 - v. Submit a work plan and schedule for data collection and delivery of key report deliverables in coordination with GOAL.
 - vi. A methodology review workshop is held with the key stakeholders, to review the documents, and validate the proposed methodology and scope of the assessment.
 - b. **Implementation – Ten weeks**
 - i. Undertake different elements of the data collection and analysis as required for the assessment. At different times this will involve bilateral work by the different agencies, as well as collaborative analysis and discussion. The consultant will meet regularly (every two weeks) to ensure the various analysis fit into the assessment, to discuss progress, identify bottlenecks and any potential changes required to the plan
 - ii. Carry out data collection through key informant interviews. Conduct analysis and capture findings.
 - iii. Debriefing with GOAL team and ECHO. An assessment review workshop is held with the key stakeholders, to review the progress of the assessment, and validate the proposed consolidated report outline
 - iv. Submit first draft of evaluation report and collate GOAL feedback.
 - v. Finalise report and submit to GOAL.
5. The consultant's field staff are fully responsible for carrying out scheduled data collection activities in coordination with GOAL field staff ensuring timely sharing of data collection schedules and advance communication of necessary support.
6. Due to the volatility of the operational NWS data collection may need to be paused or suspended, and itineraries changed to ensure the safety of the consultant field enumerators. This could slow down the rate of data collection. GOAL's communication and transport team in Syria can be consulted for advice about any access restrictions that may happen before and during the consultancy period.
7. A distance-based approach may be required as the consultant might not be able to access GOAL areas of operation in Syria directly due to the security situation or COVID-19 outbreaks. A skilled local team with experience in remote management and Syrian context will be key factor to mitigate this challenge.

8. Due to the COVID-19 context, significant mitigation methods need to be employed, and the consultant will have to employ alternative methods to ensure the continuation of data collection, keeping in mind that the safety of GOAL staff and consultant teams are paramount.

F. Ethical Considerations & Data Protection

22. The consultant will obtain informed consent from all participants, and ensure all participation is voluntary. The consultant will make clear to all participants that they are under no obligation to participate in interviews.
23. The consultant will be required to sign a Non-Disclosure/Confidentiality Agreement upon signing a contract with GOAL.
24. The consultant will ensure that the preservation of respondent's anonymity and confidentiality is prioritized during data collection, management, storage, and reporting. Respondent data will not be shared with third parties without prior consent from GOAL. The consultant is expected to have clear data protection protocols and policies that should be shared with GOAL during the tender process and inception phase.

G. Assumptions and Requirements

25. The consultant team will have access to all necessary documentation and can take part in relevant meetings with GOAL staff remotely as required.

26. The consultant will have access to key staff in ECHO, GOAL (and its partners) and ECHO partners offices in Syria, Jordan and Turkey as necessary either remotely or in person.

27. The consultant will be aware of the risks of conducting data collection within Syria, especially that the circumstances in the geographic areas are frequently changing due to insecurity.

28. The consultant will ensure adherence to data protection protocols.

29. Security concerns and COVID-19 could impact the timing and the scope of the assessment. It is important for the consultant to remain flexible. They must be opened to making changes to the schedule and itinerary such as visiting alternate sites, conducting remote reviews and interviews, etc.

30. The consultant will be required to provide their own accommodation, food, and transportation during field visits, as GOAL will NOT be able to provide this type of support.

H. Point of Contact

31. Once the contract is signed, the contact person at GOAL Syria is the **NWS Cash & Markets Advisor**

I. Required Qualifications

32. For the purposes of this evaluation, GOAL welcomes international and national evaluators to apply.

The profile of the consultant is:

- Consultant teams comprised of individuals or firms with a background in management information systems, data protection in a humanitarian context.
 - SQL and Non-SQL databases experience and cluster management knowledge.
 - Expert level in data analysis and presentation is required.
 - Experience in implementing/advising on data protection compliance, specifically GDPR and Turkish data protection law.
 - Good knowledge and experience of working with API's and RESTful Systems.
-

- Experience with cloud computing platforms such as (MS Azure, AWS...etc).
- Experience and knowledge of the use of blockchain in humanitarian programmes is desirable.
- Experience with the Northwest Syria context is highly desired.
- Experience working in humanitarian and development settings and awareness of coordination structures and processes on this field.
- Experience working on implementation and coordination of CVA programs
- In-depth knowledge of qualitative research methods.
- Excellent presentation and report writing skills.
- Capacity to work collaboratively with multiple stakeholders.
- Excellent analytical skills and writing in English.
- Knowledge of Arabic is considered a distinct advantage.

APPENDIX 6 – GOAL TERMS AND CONDITIONS

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 facilities 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 trademark.

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.
- Procure commercial sex acts during the period of performance of the contract.
- Use forced labour in the performance of the contract.
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing, and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work.
- Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.
- In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.