



Request for Quotation (RFQ) Data Protection Consultancy

GOAL is completely against fraud, bribery, and corruption.

GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email speakup@goal.ie

Please provide as much detail as possible with any reports

1 ABOUT GOAL AND SERVICE REQUIREMENT

GOAL, an international humanitarian aid agency incorporated in Ireland as a company limited by guarantee under company registration number IE-31-001-133 and having its registered office at Cebraill Mh., Karaoglanoglu Cd., Konak Apt.2, No: 12/8, Antakya, Hatay, Türkiye represented by Simon Page, GOAL Syria Systems Director.

GOAL collects personal data of staff, beneficiaries and other third parties for implementation of humanitarian aid activities and its operations in Türkiye and Northwest Syria. GOAL is implementing multiple projects funded by International Donors to support Refugees and migrants in Türkiye. These projects include protection and livelihood related activities in Adana, Antakya, Gaziantep, Mersin and Şanlıurfa using outreach, support, and Individual Protection Assistance (IPA) approaches. GOAL has also management offices in Ankara, Türkiye and Amman, Jordan.

SERVICE REQUIREMENT

GOAL intends to hire a consultant who will conduct an analysis of the personal data collected, stored, used and shared by GOAL (from the period of January 2018 to date) in their operations, assess GOAL's compliance with KVKK and GDPR regulations. The consultant will also provide specific recommendations/actions for compliance. Second, the consultant will review and provide recommendations for GOAL's compliance with the following regulations and rules: registration with the Data Controllers' Registry; any other actions required to be fully compliant with relevant local laws like Law 6458 on Foreigners and International Protection, Regulation of Temporary Protection, and relevant circulars of Ministry of Interior

The Consultant will work closely with GOAL management and relevant staff in GOAL during this study and implementation of recommendations.

2 TIMELINES

Line	Item	Date
1	RFQ Advertised	Thursday 10 April 2023
2	Closing date for clarifications	Tuesday 13 April 2023 23:59 UTC/GMT +1 hour
3	Closing date and time for receipt of Offers	Monday 17 April 2023 at 23:59 UTC/GMT +1 hour
4	Offer Opening Date and time	Tuesday 18 April 2023

3 TERMS OF BIDDING

3.1 PROCUREMENT PROCESS

- 3.1.1 This competition is being conducted as an Open Request for Offer (RFQ).
- 3.1.2 GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for Data Protection Consultancy
- 3.1.3 This competition is being conducted under GOALs Request for Quotation procedure. The Contracting Authority for this procurement is GOAL.

3.2 CLARIFICATIONS

- 3.2.1 Requests for clarifications can be made up to **Tuesday 13 April 2023 23:59 UTC/GMT +1 hour** and no later. Any queries about this RFQ should be addressed in writing to GOAL via email to procurementsy@sy.goal.ie referencing the tender number, and answers shall be collated and shared with all bidders in a timely manner.

3.3 CONDITIONS FOR COMPLETING THE RFQ

- 3.3.1 All documentation must be completed 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.
- 3.3.2 Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in section 5.
- 3.3.3 Failure to complete any documentation in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to re-submit correctly formatted documents within three working days of a request will result in disqualification.
- 3.3.4 GOAL is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
- 3.3.5 Information supplied by respondents will be treated as contractually binding.
- 3.3.6 GOAL's standard payment terms are by bank transfer within 45 days after satisfactory implementation and receipt of documents in order.
- 3.3.7 Suppliers must detail all costs requested in this document and any other costs whatsoever that could be incurred by GOAL in the usage of services or the availing of options that may not be explicitly identified in the RFQ. Supplier's attention is drawn to the fact that, in the event of a contract being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
- 3.3.8 Any conflicts of interest (including any family relations to GOAL staff) involving a supplier 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 supplier.
- 3.3.9 GOAL will not be liable in respect of any costs incurred by suppliers in the preparation and submission of tenders or any associated work effort.
- 3.3.10 GOAL will conduct the RFQ, including the evaluation of responses and final awards in accordance with the criteria set out in the RFQ. Submissions will be opened by at least three designated officers of GOAL.
- 3.3.11 GOAL reserves the right to split the award of any resulting contract between different suppliers in any combination it deems appropriate, at its sole discretion.
- 3.3.12 Suppliers will seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling any resulting contract. Full details of the proposed subcontracting company and the nature of their services will be included in the written request for approval. Written requests for approval must be submitted in accordance with the conditions set out in any subsequent contract.
- 3.3.13 GOAL reserves the right to refuse any subcontractor that is proposed by the supplier.

- 3.3.14 GOAL reserves the right to negotiate with the supplier who has submitted the lowest bid that fully meets requirements for the purpose of seeking revisions of such bid to enhance its technical aspects and to reduce the price.
- 3.3.15 Information supplied by suppliers will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.
- 3.3.16 GOAL reserves the right to terminate the tender process at any stage.
- 3.3.17 Unsuccessful suppliers will be notified.
- 3.3.18 This document is not construed in any way as an offer to contract.
- 3.3.19 GOAL and all suppliers appointed to this requirement, must act in all its procurement and other activities in full compliance with GOAL's donor requirements. Any contracts that arise from the RFQ may be financed by multiple donors or their agents who have rights of access to GOAL and any of its suppliers or contractors for audit purposes. Donors may also have additional regulations that are not practical to list here. Submission of an offer under the RFQ assumes acceptance of these conditions.
- 3.3.20 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.

3.4 SUBMISSION OF RFQ

Submissions must be delivered electronically in the following way:

Electronically to goaltrbids@sy.goal.ie and in the subject field state:

- a. **"Quotation for ANK-X-32300 Data Protection Consultancy"**
- b. **Name of your company**
- c. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

All requested documents must be submitted in **PDF format or scans of hard copy documents**. No word documents will be accepted, links to share drives except samples will not be accepted. An excel spreadsheet has been provided for the submission of financial offers but a PDF scanned version must also be submitted.

Proof of sending is not proof of receipt. GOAL accepts no responsibility for technical or system malfunctions that prevent bids from being properly received. Late delivery will result in your bid being rejected. All information provided must be perfectly legible.

Important: Offers transmitted in any other manner or offers received after the deadline date and time will not be considered. Please do NOT copy any other GOAL email addresses with your submission as this may invalidate your offer.

4 EVALUATION PROCESS

4.1 EVALUATION CRITERIA

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

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.

Phase #	Evaluation Process Stage	The basic requirements with which proposals must comply with
1	Administrative instructions	<p>1. Closing Date: Submissions must have met the deadline stated in Section 2 of this document, or such revised deadline as may be notified by GOAL.</p> <p>2. Submission Method: Submissions must be delivered in the method specified in Section 3.4 of this document and the Appendices, or such revised format and structure as may be by GOAL. All requested Appendices and Supporting Documents received as per instruction in the RFQ document and as per section 5.2.</p> <p>3. Bid 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.</p> <p>4. All costs must be quoted in TRY:</p>
2	Essential Criteria	<ol style="list-style-type: none"> 1. Registered Legal Entity in Türkiye (respective documentation should be attached in the annex) 2. Experience of managing data protection and other consultancy project (s) 3. The consultancy will not include a software subscription or usage. 4. Having lawyers expertise in Data Protection in Türkiye, and declaration of one of them assigned and dedicated to our consultancy service
3	Award Criteria	<p>Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context:</p> <ul style="list-style-type: none"> • Quality (Technical skills, Technical Proposal, Experience Weighting 45%) • Total Price (Weighting 55%)
4	Qualification Criteria	All due diligence checks are found to be clear including but not limited to Anti-Terror Checks.

4.2 AWARD CRITERIA FURTHER INFORMATION

Methodology

GOAL requires a written proposed methodology in PDF format. The methodology is to be of no greater than 3 pages in length and must address the following as a minimum: A clear workplan based on the TOR with provisional timings for all deliverables.

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. Methodology submissions should include information as given below in section 4.2. A

A) Quality (Weighting 45%)

Technical Evaluation Criteria:

- Methodology described in the proposal
- Experience of consulting GDPR/KVKK projects in Türkiye: Number (#) of data protection projects handled and other similar consultancies provided with references (INGO/UN agencies will be preferable)

- Customer positive feed back from an INGO in Turkiye related to KVKK application
- Company profile (if relevant) with a list of CVs for employees involved into the project implementation.

B) Price (55%)

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.

4.3 EVALUATION

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance, and Internal Audit teams, as well as Third Party technical input.

During the evaluation period, clarifications may be sought by e-mail from suppliers. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from suppliers will not be entertained during the evaluation period.

Technical Evaluation Scoring:

1. Experience of consulting GDPR/KVKK projects: Number (#) of data protection projects handled and other similar consultancies provided with references (INGO will be preferable) % 15
2. Company profile (if relevant) with a list of CVs for employees involved into the project implementation. %10
3. Customer positive feed back from an INGO in Turkiye related to KVKK application %10
4. Methodology of project implementation with detailed action plan (maximum 3 pages) %10

Financial Evaluation Scoring:

Prices offered will be evaluated on Full Cost Basis (including all fees and taxes). Marks for cost will be awarded on a proportional basis with full marks for the cheapest offer following the below formula.

$$\text{Score} = 55 \times (\text{Min Total Price} / \text{Supplier Total Price})$$

5 RESPONSE FORMAT

5.1 INTRODUCTION

All submissions must conform to the response format set out in this document. Where a submission does not conform to the required format this may result in disqualification. By responding to the RFQ, the supplier accepts the terms and conditions of the RFQ. Should a supplier not comply with these requirements, GOAL may, at their sole discretion, reject the response.

5.2 SUBMISSION CHECKLIST RFQ

Please ensure that you have read and thoroughly understand the instruction given in the table below. Bids should contain the following

Line	Item	Tick attached	Tick attached
1	Appendix 1 Company Information References contact details should include reference for the proof of specialised in data protection consultancy)	Complete, Sign, Stamp and Return as separate PDF entitled "Appendix 1 Company information".	
2	Appendix 2 RFQ Statement	Complete, Sign, Stamp and Return as separate PDF entitled "Appendix 2".	
3	Appendix 3 Methodology & CV's , additional Reference Letters (Letters should include reference for the proof of specialised in data protection consultancy)	Sign, Stamp and Return as separate PDF entitled "Appendix 3 Methodology.". Share CV along with Methodology Share Reference Letters along with Methodology	
4	Appendix 4 Financial Offer	Sign, Stamp and Return as separate PDF entitled "Appendix 4_Financial Offer PDF".	
5	Appendix 5 –Terms of Reference	Sign, Stamp	
6	Appendix 6 - GOAL Terms and Conditions	Sign, Stamp and Return as separate PDF entitled "Appendix 5_Terms of Reference PDF".	
7	Appendix 7- Supplier Code of Conduct	Sign, Stamp and Return as separate PDF entitled "Appendix 5_Terms of Reference PDF".	
8	Annex A Copy of company's registration documents	Tax Board, chamber registration, etc.	

1 APPENDICES & ANNEXES

Appendix 1 – Company information

Appendix 2 – RFQ Statement

Appendix 3 – Methodology & CV

Appendix 4 – Financial Offer

Appendix 5 – Terms of Reference

Appendix 6 - GOAL Terms and Conditions

Appendix 7- Supplier Code of Conduct

**Annex A – Copy of Company’s Registration Documents / For individual Applications CV’s
(attached as separate PDF)**

APPENDIX 1 COMPANY INFORMATION – THIS SECTION MUST BE COMPLETED

Name		
Company Name		
Address		
Registration Number		
Telephone		
E-mail address		
Website address		
Year Established		
Legal Form. Tick the relevant box	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other (specify):
VAT Number (where applicable)		
Tax registration number (if different to VAT number)		
Directors names and titles		
Please state name of any other persons/organisations (except 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="checkbox"/> Yes <input type="checkbox"/> No		
Provide details of contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates)		

REFERENCES

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

The references should be from past clients (preferably INGO/NGO management staff), including detailed contact details for these individuals. Note: Only current employees with corporate email addresses of the reference organisation will be accepted.

Reference 1	
Name	
Organisation	
Address	
Phone	
Email	
Nature of service	
Approximate value of contract	

Reference 2	
Name	
Organisation	
Address	
Phone	
Email	
Nature of service	
Approximate value of contract	

By submitting an offer under this request for offer **ANK-X-32300** 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 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.

I confirm that my bid has a validity of 90 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 offer; 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: ANK-X-32300

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

1. We accept all of the Terms and Conditions including Terms of Reference (appendix 5 and 6) 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 that we have the capability to satisfy the essential criteria listed for the RFQ. (Registered Legal Entity in Türkiye i.e.)
4. We confirm the validity period of our RFQ offer to be 90 Days from date of submission.

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

APPENDIX 3: METHODOLOGY

Please refer to section 4.2. A for further details and attach Methodology as a separate PDF.

GOAL requires a written proposed methodology in PDF format. The methodology is to be of no greater than 3 pages.

APPENDIX 4: FINANCIAL OFFER

Attached as a separate excel sheet

APPENDIX 5: TERMS OF REFERENCE

Background:

GOAL, an international humanitarian aid agency incorporated in Ireland as a company limited by guarantee under company registration number IE-31-001-133 and having its registered office at Cebrail Mh., Karaoglanoglu Cd., Konak Apt.2, No: 12/8, Antakya, Hatay, Türkiye represented by Simon Page, GOAL Syria Systems Director.

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Scope:

GOAL intends to hire a consultant who will conduct an analysis of the personal data collected, stored, used and shared by GOAL (from the period of January 2018 to date) in their operations, assess GOAL's compliance with KVKK and GDPR regulations. The consultant will also provide specific recommendations/actions for compliance. Second, the consultant will review and provide recommendations for GOAL's compliance with the following regulations and rules: registration with the Data Controllers' Registry; any other actions required to be fully compliant with relevant local laws like Law 6458 on Foreigners and International Protection, Regulation of Temporary Protection, and relevant circulars of Ministry of Interior

The Consultant will work closely with GOAL management and relevant staff in GOAL during this study and implementation of recommendations.

Objective:

By end of the consultancy, GOAL has full understanding of data protection requirements, and recommendations as to how to improve the compliance with data protection laws in Türkiye.

Outputs:

1. Conduct legal analysis/compliance audit of personal data flow and processes, to identify the legal risks in relation to relevant Turkish data protection legislation.
2. Prepare Personal Data Inventory and map related processes. Inventory and processes to include who collects the data, who holds it, who and how the data is used for which purposes and all necessary tracking information. Consideration of entire data processing life cycle with management plans and key outputs, including third party data transfers and transfers of data abroad.
3. Prepare a full summary of the existing legal framework in Türkiye with regards to data protection, including all responsibilities that organizations will have to comply with; whether or not it relates to existing GOAL systems and processes

4. Prepare recommendations/actions for compliance with the relevant data protection laws (KVKK and GDPR) and regulations along with a road map for full compliance. This will include:
 - a. Assessing and recommending necessary measures to fulfil all legal obligations of GOAL as Data Controller; including but not limited to processing, transferring, erasure, destruction or anonymization of personal data and data security requirements.
 - b. Giving Recommendations on which policies, procedures and templates/forms/documents are required for compliance with data protection laws.
5. Review to assess the compliance of historical information from the period of January 2018 to date in GOAL and identify potential risks accordingly.
6. Giving recommendations for process and documentation required related to data transfer between Türkiye and other countries to be comply with KVKK.
7. Preparing a Data Inventory for input on the VERBIS System and giving guidelines on how to register to the VERBIS system.
8. Recommendation on registers for DSARs (Data Subject Access Requests), data breaches/security incidents, data storage systems, data breach risk tracing with the ability to show mitigating strategies in progress
9. Give expert knowledge on how KVKK and GDPR interact and how to respond to any potential conflicts.
10. Reviewing the training materials and recommend improvements for raising awareness on data protection together with a training roll out plan.

Time Frame:

Preferred minimum duration is 6 weeks and maximum duration is 12 weeks.

Financial Proposal:

GOAL is expecting a financial bid includes all costs including consultant travel and accommodation to GOAL premises for the project.

Technical Proposal:

GOAL is expecting a technical proposal that includes

- How the consultancy will be Performing the Outputs mentioned above with the methodology to be followed,
- Description of the capacity of the consultancy organization including CVs of the key personal and the dedicated consultant for this consultancy,
- Proposed time frame for the consultancy with activities planned.

Essential Criteria:

1. Registered Legal Entity in Türkiye (respective documentation should be attached in the annex)
2. Experience of managing data protection and other consultancy project (s)
3. The consultancy will not include a software subscription or usage.
4. Having lawyers expertise in Data Protection in Türkiye, and declaration of one of them assigned and dedicated to our consultancy service

Technical Evaluation Criteria:

1. Experience of consulting GDPR/KVKK projects: Number (#) of data protection projects handled and other similar consultancies provided with references (INGO will be preferable)
2. Company profile (if relevant) with a list of CVs for employees involved into the project implementation.
3. Customer positive feed back from an INGO in Türkiye related to KVKK application
4. Methodology of project implementation with detailed action plan (maximum 3 pages)

APPENDIX 6: GOAL TERMS AND CONDITIONS:

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.

1. 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.

2. 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.

3. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work Performed under this Contract.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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

9. 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.

10. 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.

11. 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.

12. AMENDMENTS

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

13. 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.

14. 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.

15. 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.

16. MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of 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.

17. 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.

18. 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.

19. 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.

20. 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, trade-name or trade-mark.

In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the services 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 Antakya, Turkey 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.

29. 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).

30. GOVERNING LAW AND JURISDICTION

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

31. 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
- Conservation
- Energy Use
- Sustainability

32. 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.

APPENDIX 7: SUPPLIER CODE OF CONDUCTS:

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

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

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

1. RESPECT FOR HUMAN RIGHTS

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

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

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

2. ILLEGAL ACTIVITY

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

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

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

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

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

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

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

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

Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

4. TERRORISM

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

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

5. ENVIRONMENT

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

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

6. MINES AND WEAPONS

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

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

7. CHILD AND ADULT SAFEGUARDING

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

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

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

8. CHILD PROTECTION

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

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

9. FORCED LABOUR

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

10. WORKING CONDITIONS

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

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

11. DISCRIMINATION IN WORKING CONDITIONS

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

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

12. TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY

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

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

13. HUMAN TRAFFICKING & MODERN SLAVERY

The Supplier and each Third Party shall comply with all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and the Supplier warrants that it has instructed its named personnel, staff, employees, and all its Third Parties to refrain from engaging in human trafficking and/or forced labour. The failure of the Supplier to investigate allegations of human trafficking for whatever purpose, including forced labour, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle GOAL to end the Contract immediately and without penalty upon notice to the Supplier, at no cost to GOAL.

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

- Engage in trafficking in persons during the period of performance of the contract.
- Procure commercial sex acts during the period of performance of the contract.
- Use forced labour in the performance of the Contract.
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, regardless of issuing authority.
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information; or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment; or use recruiters who do not comply with local labour law
- Charge recruitment fees to employees or potential employees
- Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL

- Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
- Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

Should the Supplier become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

14. WHISTLEBLOWING AND REPORTING

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

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

15. BREACH

Any breach of the representations and warranties of this Supplier Code of Conduct will be considered as gross misconduct and abusive behavior, which cannot be tolerated. As such, GOAL will have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOAL to undertake a thorough investigation of any alleged breach of any representation, warranty or undertaking given by the Supplier or Third Party of this Supplier Code of Conduct. Upon the outcome of the investigation, GOAL will inform the relevant Supplier of its findings and will either (i) continue the Contract making such necessary amendments to the Contract as may be required to strengthen the terms of the Contract; or (ii) terminate the Contract with the Supplier immediately at no cost to GOAL. Upon such termination, GOAL reserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOAL has found that the Supplier or Third Party has breached a representation, warranty or undertaking under this Supplier Code of Conduct.

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

On behalf of	<i>insert supplier name</i>
Name	
Signature	
Date	
Place	