



Request for Offer (RFO) for GOAL Legal Accountancy Services for Turkey Offices

Ref. G-SY-GAZ-ZZ5-39706

GOAL is completely against fraud, bribery and corruption.

GOAL does not ask for money for offers.

If you have any serious concern over wrong doing please report it at www.safecall.co.uk/report or email goal@safecall.co.uk . All information is treated confidentially by Safecall and you may remain anonymous if you wish.

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. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

2 TIMELINES

Line	Item	Date, year, time, and time zone
1	RFQ published	18 June 2025
2	Closing Date for Clarifications	22 June 2025, 23:59 (GMT+3)
3	RFQ Closing Date and Time	29 June 2025, 23:59 (GMT+3)
4	Contract award forecast	During July 2025

3 OVERVIEW OF REQUIREMENTS

GOAL seeks to engage a qualified and experienced Certified Public Accountant (CPA) to deliver full-scope financial services, ensuring legal compliance, internal efficiency, and audit readiness. GOAL invites prospective suppliers to submit offers that meet or exceed GOAL's requirements as outlined in

- Appendix 5: ToR – Accounting Services

4 CONDITIONS OF OFFER SUBMISSION

- 4.1 Offers must be completed in English.
- 4.2 Vendors must respond to all requirements set out in this RFO and complete their offer in the format requested in Appendix 2.

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- 4.3 In the event of a contract being awarded to a vendor 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.
- 4.4 Any conflicts of interest involving a vendor 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 vendor.
- 4.5 GOAL is under no obligation to accept the lowest or any other offer received in response to this RFO and reserves its right to reject any or all the offers (part/full) including incomplete offers without assigning reason whatsoever.
- 4.6 Information supplied by vendors will be treated as contractually binding.
- 4.7 GOAL's standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.
- 4.8 This document is not construed in any way as an offer to a contract
- 4.9. The vendor shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of envisioned engagement of sub-contractor/s into this contract shall be included in vendor's offer.
- 4.10. GOAL reserves the right to refuse any subcontractor that is proposed by the vendor.
- 4.11. 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 has zero tolerance for fraud, bribery or corruption in any form and will reject any offers if the organization determines that the vendor, any of its personnel, or its sub-contractors, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- 4.12 **Terrorism and Sanctions:** GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

5 SUBMISSION OF OFFERS

This competition is being conducted under GOAL's Request for Offer procedure. The Contracting Authority for this procurement is GOAL. **Under this procurement process, we expect all offers received and analyzed to be the best and final offer.**

Any queries about this RFO should be addressed in writing to GOAL via email on procurementSy@sy.goal.ie within the Clarification Request Deadline (till 22 June 2025, 23:59 (GMT+3)). Please include the reference number **G-SY-GAZ-ZZ5-39706** and words "clarification required" in the subject line.

Offers must be delivered electronically by:

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

- a) **G-SY-GAZ-ZZ5-39706 Legal Accountancy Services,**
- b) **Name of supplier,**
- c) **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

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(Proof of sending does not equal proof of receipt. GOAL is not responsible for any technical faults that may prevent reception of your email.)

All documents submitted must be in scan or PDF format. Any excel or word documents must be accompanied by a PDF or scan version of the document.

Links to share drives will not be accepted unless it is necessary due to file size. All documents submitted via links to shared drive must not be modified after the closing date and time for the receipt of offers (timestamp must clearly indicate that they haven't been modified). Documents submitted via links to a shared drive that have been modified after the closing date and time will not be accepted.

Important: Offers transmitted in any other manner or offers received after the deadline date and time will not be considered.

6 SUBMISSION CHECKLIST

Documents required to be submitted as response to this RFO are:

Line	Item	How to submit	Tick attached
1	The present RFO document	Sign, stamp and submit entitled as ' RFO-G-SY-GAZ-ZZ5-39706 Legal Accountancy Services '.	
2	Appendix 1- Company Information	Please complete, sign, stamp and submit entitled as 'Appendix 1-Company Information'.	
3	Appendix 2 -Financial Offer	Please complete, sign, stamp and submit entitled as 'Appendix 2-Financial offer'.	
4	Appendix 3 – Goal Terms & Conditions	Please complete, sign, stamp and submit entitled as 'Appendix 3-Terms and Conditions'.	
5	Appendix 4 – Goal Service Contract Template	Please sign and stamp and return as a separate document entitled as 'Appendix 4-Service Contract Template'	
6	Appendix 5 – ToR – Accounting Services	Please sign and stamp and return as a separate document entitled "Appendix 5-Terms of Reference"	
7	Annex 1 - Copy of SMMM or YMM license registered with TÜRMOB. If applied as a company, Tax registration proves financial/CPA services can be provided.	Please send your license copy as separate PDF entitled as 'Annex 1-SMMM or YMM license'	
8	Annex 2 - Reference letters with at least 3 reference contact information	Please send your reference letters as separate PDF entitled as 'Annex 2-Reference Letters'	
9	Annex 3- CV including working experience and used software with attachment of software system licenses	Please send your CV as separate PDF entitled as 'Annex 3-CV'	
10	Annex 4- Signed written commitment letter indicating written and verbal communication with GOAL can be done both in Turkish and English language	Please send your written commitment as separate PDF entitled as 'Annex 4-Language Commitment'	
11	Annex 5- Signed written notice for Adherence to IFAC's Code of Ethics	Please send your written notice as separate PDF entitled as 'Annex 5- IFAC Ethical Declaration'	
12	Annex 6- Copy of valid Professional Liability Insurance	Please send your insurance as separate PDF entitled as 'Annex 6- Liability Insurance'	
13	Annex 7- Copy of training programs that given previously on financial management, tax compliance, etc.	Please send your copy of training programs as separate PDF entitled as 'Annex 7- Training Programs'	

7 EVALUATION PROCESS

Phase #	Evaluation Process Stage	The basic requirements with which proposals must comply with
<p><i>The first phase of evaluation of the responses will determine whether the offer has been submitted in line with the administrative instructions and meets the essential criteria. Only those offers meeting the essential criteria and do not fall under any of the listed exclusion criteria will go forward to the second phase of the evaluation.</i></p>		
1	Administrative instructions	<p>1. Closing Date: Proposals must have met the deadline stated in section 2 of this RFO, or such revised deadline as may be notified to vendors by GOAL. Vendors must note that GOAL is prohibited from accepting any offers after that deadline.</p> <p>2. Submission Method: Proposals must be delivered in the method specified in section 6 of this document. GOAL will not accept responsibility for offers delivered by any other method. Offers delivered in any other method may be rejected.</p> <p>3. Format and Structure of the Proposals: Offers must conform to the Submission of Offers format laid out in section 6 of this RFO or such revised format and structure as may be notified to Vendors by GOAL. <u>Failure to comply with the prescribed format and structure may result in your offer being rejected at this stage.</u></p> <p>4. Confirmation of validity of your proposal: The vendors must confirm that the period of validity of their proposal is not less than 90 (ninety) days.</p>
2	Essential Criteria	<p>1. Certified Public Accountant License: Must hold a valid SMMM or YMM license registered with TÜRMOB.</p> <ul style="list-style-type: none"> - Evidence: Copy of SMMM or YMM license registered with TÜRMOB. If applied as a company, Tax registration proves financial/CPA services can be provided. <p>2. Firm-Level Experience: Must have a proven track record of providing professional financial services to INGOs in Turkey through their firm. In-House INGO Experience: Must have a minimum of 5 years of direct experience as a CPA within an INGO, ideally with responsibilities spanning financial compliance, reporting, and tax. Previous on-site work experience in South-east part of Türkiye.</p> <ul style="list-style-type: none"> - Evidence: Reference letters with at least 3 reference contact information <p>3. Regulatory Expertise: Strong command of Turkish tax, labour, SGK, and association law as applied to non-profits. Software Proficiency: Fluency in using LUCA, Mikro, ETA, Logo, or similar tax and accounting systems, as well as MS Excel.</p> <ul style="list-style-type: none"> - Evidence: CV including working experience and used software with attachment of software system licenses <p>4. Language Skills: Must have professional proficiency in Turkish and English, both written and spoken.</p> <ul style="list-style-type: none"> - Evidence: Signed written commitment letter indicating written and verbal communication with GOAL can be done both in Turkish and English language

		<p>5. Ethical Standards: Adherence to IFAC's Code of Ethics, maintaining professional independence and confidentiality.</p> <ul style="list-style-type: none"> - Evidence: Signed written notice for Adherence to IFAC's Code of Ethics <p>6. Liability Coverage: Must maintain valid Professional Liability Insurance covering the full scope of services.</p> <ul style="list-style-type: none"> - Evidence: Copy of valid Professional Liability Insurance <p>7. Capacity Building: Ability to design and implement capacity-building and training programs for GOAL staff on financial management and tax compliance to strengthen institutional financial autonomy and governance.</p> <ul style="list-style-type: none"> - Evidence: Copy of training programs that given previously on financial management, tax compliance, etc. 						
<p><i>Each proposal that conforms to the Administrative and Essential Criteria will be evaluated according to the Award Criteria given below by GOAL.</i></p>								
3	Award Criteria	<p>Offers will be awarded marks under each of the award criteria listed in this section to determine the lowest price technically acceptable (LPTA) offer.</p> <table border="1"> <thead> <tr> <th>#</th><th>Criteria</th><th>Weighting</th></tr> </thead> <tbody> <tr> <td>1</td><td>Financial Offer</td><td>100%</td></tr> </tbody> </table>	#	Criteria	Weighting	1	Financial Offer	100%
#	Criteria	Weighting						
1	Financial Offer	100%						
4	Due Diligence Checks	<p>Successful offers will be screened in line with Anti-Terrorism and Sanction checks. GOAL will not contract with vendors who do not pass those checks as per clause 4.12 of this document.</p>						

APPENDIX 1- COMPANY INFORMATION

Company Name		
Registered address of the vendor		
Year Established		
Please state the name of any other persons/organisations (except your company) who will benefit from this contract (GOAL compliance matter)		
Parent company		
Ownership		
Do you have associated companies? Tick relevant box. If YES – provide details for each company in the line below.	Yes/No	
Associated company details (if applicable)		
If successful, do you agree to work under GOAL's Terms and Conditions of contract (attached as Appendix 3).	Yes/No	Comments/Attachments
If successful, do you agree to sign the contract as per GOAL's contract template (attached as Appendix 4)	Yes/No	Comments/Attachments

Note that winning vendor/s will be required to submit further information as part of supplier registration process before the finalisation of contract award.

By submitting an offer under this Request For Offer (RFO) G-SY-GAZ-M&E-34136 , the vendor 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.
<p>The vendor 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.</p> <p>The vendor 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.</p> <p>Neither the vendor, 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.</p> <p>The vendor 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 vendor is located or doing business.</p> <p>Neither the vendor, 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</p> <p>The vendor has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.</p>

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 RFO; 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 offer has a validity of **90** days. *If your offer does not have this validity, please state what the validity of your offer will be.*

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 submitting this offer.

Signed:

Print name:

Position:

Company
Name:

Date:

Address:

APPENDIX 2- FINANCIAL OFFER

Attached as a separate document

APPENDIX 3- GOAL TERMS & CONDITIONS

Attached as a separate document

APPENDIX 4- GOAL SERVICE CONTRACT TEMPLATE

Attached as a separate document

APPENDIX 5- TOR – ACCOUNTING SERVICES

Attached as a separate document

ANNEX 1- SMMM OR YMM LICENSE

To be attached as a separate document.

ANNEX 2- REFERENCE LETTERS

To be attached as a separate document.

ANNEX 3- CV

To be attached as a separate document.

ANNEX 4 – LANGUAGE COMMITMENT

To be attached as a separate document.

ANNEX 5- IFAC ETHICAL DECLARATION

To be attached as a separate document.

ANNEX 6- LIABILITY INSURANCE

To be attached as a separate document.

ANNEX 7- TRAINING PROGRAM

To be attached as a separate document.

APPENDIX 2 - FINANCIAL OFFER G-SY-GAZ-ZZ5-39706								
Suppliers are requested to state any applicable VAT in this financial offer.								
Deliverable	Specification	Unit of Measure	Qty	Unit Price (TRY)	Total price (TRY)	VAT (TRY)	General Total Price Including all taxes (TRY)	Comments and Assumptions
GOAL Legal Accounting service for Turkiye offices	Refer to Appendix 5 -ToR - Accountancy Services	Month	12					

Company Name		Signature	
Name of signatory		Date	
Company stamp			

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, 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 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 labor 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.

GOAL

and

[Insert company name]

Consultant

CONTRACT FOR SERVICES

This is a sample/template contract for services for use by GOAL when engaging consultants. It will need to be reviewed and amended as appropriate to reflect the specific terms agreed with a particular consultant.

Before issuing a draft of this contract, as well as reviewing and amending the template as per the above, complete all specific information relating to the consultant and commencement date, term, fees etc. and remove all square brackets ([]) and footnotes, which are included for GOAL reference only.

If substantial changes are required to these terms or if you have any specific questions, contact Alison Mitchell, GOAL Legal Counsel, for assistance.

IF A CONSULTANT IS TRAVELLING TO A GOAL COUNTRY PROGRAMME PLEASE ENSURE THAT THEY SIGN AN INDEMNITY AND WAIVER BEFORE TRAVELLING – CONTACT LOGISTICS FOR TEMPLATE

THIS AGREEMENT is dated [] (the “**Agreement**”).

PARTIES

- (1) **GOAL**, an international relief and development agency incorporated in Ireland as a company limited by guarantee and having its registered office at Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, Ireland; (“**GOAL**”) and
- (2) [**Insert company name**] incorporated in [insert country] as a [insert company type e.g. limited company] and having its registered office at [insert company address] (the “**Consultant**”).

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

Board: the board of directors of the Consultant (including any committee of the board duly appointed by it).

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: [INSERT COMMENCEMENT DATE].

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) of a confidential nature including, without limitation, information relating to the business, products, programmes, affairs, finances, employees, sponsors, donors, key relationships, marketing information or business plans of GOAL for the time being confidential to GOAL and trade secrets including, without limitation, technical data and know-how relating to the business of GOAL or any of its business contacts.

Contract Term: is defined in clause 2.2.

Engagement: the engagement of the Consultant by GOAL on the terms of this Agreement.

Force Majeure: means 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.

GOAL Mission: any GOAL humanitarian response mission in any part of the world and/or any other GOAL programme in respect of which the Services of the Consultant are engaged under the terms of this Agreement.

Intellectual Property Rights: without limitation, patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, brand names, certification marks, business names, logos and domain names, rights to goodwill or to sue for passing off, rights in the nature of unfair competition, rights in designs, rights in computer software, database rights, *sui generis* rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist now or subsist in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Personnel means the relevant personnel appointed by the Consultant to carry out the Services on its behalf and approved by GOAL prior to the Commencement Date.

[Recoverable Expenses] means expenses incurred in respect of the following, which may be recovered from GOAL in accordance with clause 8.1:

- Costs of necessary pre-departure inoculations, malaria prophylaxis prescribed for overseas postings, pre-departure and post-exposure/ annual medicals as appropriate;
- Costs of immigration requirements (visas and work permits); and
- Any other expenses allowable under the terms of GOAL's expense and per diem policy (as amended from time to time) for GOAL international staff.]¹

Services: the services to be provided by the Consultant in a consultancy capacity for GOAL as set out in clause 3 and as more particularly described in the Schedule.

Termination Date: the date of termination of this Agreement howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 A reference to GOAL shall include any company of which it is a subsidiary (its holding company) and any subsidiaries of GOAL or of any such holding company.
- 1.3 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

2. **Term of Engagement**

- 2.1 GOAL shall engage the Consultant and the Consultant shall provide the Services in accordance with the terms of this Agreement.
- 2.2 The Engagement shall commence² on the Commencement Date and shall continue for a period of [insert relevant period in number of weeks, calendar months or years as appropriate] (the "**Contract Term**") unless and until terminated:
 - (a) as provided by the terms of this Agreement; or

¹ Only to be included if expenses are to be recoverable over and above the payment of fees.

² The consultancy contract should be signed in advance of the consultancy commencing. However, if the consultancy commenced prior to the date of the contract replace "shall commence" with "shall be deemed to have commenced" in this clause.

- (b) by either party giving to the other not less than [1 months³] prior written notice.

3. Duties

3.1 During the Engagement, the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of GOAL;
- (b) ensure its Personnel devote at least [insert relevant number of working days per week] to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance promptly give to GOAL all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the operations of GOAL;
- (c) promptly notify GOAL of any actual or potential conflict of interest that may arise in the Consultant providing any services that may be similar in nature to the Services as set out in this Agreement or if advising another international relief and development agency; and
- (d) act in accordance with the instructions of [GOAL's [insert title of relevant GOAL personnel]] in performing the Services.

3.2 If the Personnel appointed by the Consultant on the Commencement Date are unable to provide the Services due to illness or injury, it shall advise GOAL of that fact as soon as reasonably practicable and shall provide such evidence of illness or injury of such Personnel as GOAL may reasonably require. The Consultant shall provide suitable replacement Personnel approved in writing by GOAL to perform the Services on its behalf. For the avoidance of doubt, no fee shall be payable to the Consultant in accordance with Clause 7 in respect of any period during which the Services are not provided because of such illness or injury of Personnel.

3.3 The Consultant shall use reasonable endeavours to ensure that it, or any Personnel it engages, is available at all times on reasonable notice to provide such assistance or information as GOAL may require.

3.4 Unless it has been specifically authorised to do so by GOAL in writing, the Consultant and Personnel shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of GOAL; or
- (b) hold itself or himself/herself (as applicable) out as having authority to bind GOAL.

4. Health, Safety and Security

4.1 The Consultant shall, and ensure its Personnel, comply with all reasonable standards of safety and comply with GOAL's health, safety and security rules and procedures as notified by GOAL to the Consultant from time to time that are in force and report to GOAL any unsafe working conditions or practices.

4.2 The Consultant acknowledges that it has accepted this engagement entirely at its own risk, and in the knowledge and understanding that the engagement [will/may]⁴ require its Personnel to travel to and

³ This notice period will depend on appropriate length of engagement and to be determined and negotiated on a case by case basis. For example, if the contract is 1 month, then 1 day or 1 week might be more appropriate.

⁴ Amend as appropriate.

work in locations where there is [war and/or civil unrest⁵] and in respect of which an Irish governmental travel warning may exist. The Consultant hereby warrants and represents that its Personnel are experienced in working in such challenging environments and acknowledges and accepts that health, welfare and security of its Personnel is primarily its own responsibility and undertakes to ensure its Personnel have good personal health, welfare and security awareness.

The Consultant shall ensure its Personnel complete any security briefings GOAL organises before or during a GOAL Mission and shall read and comply with all GOAL safety and security policy documents and the relevant GOAL country safety, security and evacuation plans as amended and updated from time to time. The Consultant agrees to ensure its Personnel follows all safety and security directives, guidelines, rules and procedures devised by GOAL, as amended from time to time, as well as all reasonable instructions issued by the relevant GOAL Country Management Team, GOAL HQ Management team and/or GOAL's Global Security Advisor. The Consultant shall ensure that its Personnel do not travel outside the geographic area of work designated by GOAL in the context of any specific GOAL Mission from time to time without express permission from the Humanitarian Advisor appointed by GOAL and authorisation from GOAL's insurers and GOAL's Global Security Advisor, where appropriate.

- 4.3 The Consultant shall ensure that its Personnel do not either wilfully or recklessly do or omit to do anything that could put their health, safety or security or that of any other person (including, but not limited to, other GOAL consultants or GOAL staff) at risk. Wilful non-compliance with the HQ Safety Statement or Security Manual (*delete as applicable*) or any other health, safety and security policies and procedures that GOAL may have in place may give rise to termination of this Agreement pursuant to clause 18.1(b).

5. GOAL Policies

- 5.1 The Consultant and Personnel shall at all times comply with GOAL policies, including, without limitation, the following, copies of which have been made available to it:

- (a) Code of Conduct;
- (b) PSEA Policy;
- (c) Child and Adult Safeguarding Policy;
- (d) Child Protection Policy;
- (e) Conflict of Interest Policy;
- (f) Anti-Fraud Policy;
- (g) Whistleblowing Policy;
- (h) IT Acceptable Use Policy;
- (i) Expenses Policy;
- (j) HQ Safety Statement or Security Manual (*delete as applicable*); and
- (k) Data Protection Policy.
- (l) Social Media and Online Messaging Policy 2020

⁵ This may need to be expanded or amended to cover different scenarios e.g. natural disaster zones, Ebola outbreak zones etc.

- 5.2 The Consultant acknowledges that the aforementioned policies may be amended, supplemented or superseded by GOAL from time to time and, upon notification to the Consultant, it and the Personnel shall comply with such amended, supplemented or superseded policies or any additional policies of GOAL that come into effect after the Commencement Date.
- 5.3 Failure to comply with GOAL policies may lead to termination of this Agreement pursuant to clause 18.1(b).

6. Briefing, Debriefing, Visas, Work Permits and Medical Clearance

- 6.1 The Consultant will ensure its Personnel attend any pre-departure briefing and training sessions as required by GOAL and complete handover notes, debrief forms and take part in any debriefing sessions required by GOAL upon return from a GOAL Mission.
- 6.2 The Consultant shall make all necessary arrangements to obtain required Visas and work permits for its Personnel for each GOAL Mission country of assignment for which the services of the Consultant are required and GOAL shall provide all reasonable assistance in this regard.
- 6.3 The Consultant will ensure its Personnel complete a pre-departure medical and dental screening at a facility agreed with GOAL and get written confirmation from the registered medical practitioner and dentist that he is medically and dentally fit for overseas work. The Consultant must ensure that its Personnel take adequate medical precautions before and during any GOAL Mission, for example keeping vaccinations up to date and taking the recommended malaria prophylaxis (at Personnel's own risk and in accordance with medical advice). All Personnel must complete a post-exposure medical annually, or upon completing work with GOAL, whichever is sooner.⁶

7. Fees

- 7.1 In consideration of the provision of the Services during the Engagement, GOAL shall within 30 days of receipt of an invoice submitted in accordance with clause 7.2 pay to the Consultant its fees in [insert currency and amount in words and numbers] including VAT for the Services performed [for each applicable month of the Contract Term/per the deliverables set out in the Schedule [delete as applicable]]. For the avoidance of doubt, the total amount of fees payable to the Consultant under this Agreement shall be [insert currency and amount in words and numbers] including VAT. [GOAL is responsible for the payment of any Withholding Tax which may arise (delete if not applicable)]. No additional fees or premium rate shall be payable for the Services outside of ordinary business hours or public holidays and the Consultant expressly acknowledges that due to the nature of the Services, it may be required to provide the Services outside of ordinary business, which includes weekends and evenings when on a GOAL Mission overseas.
- 7.2 At the end of each month during the Engagement, the Consultant shall submit to GOAL by [insert method of submitting the invoice] an invoice which gives details of the hours which the Personnel of the Consultant have worked, the Services which have been provided and the amount of the fee payable (plus VAT, if applicable) for such Services during that month. The Consultant shall also provide completed GOAL timesheets showing days worked by the Personnel with each monthly invoice, such timesheets to be signed by the Consultant and counter-signed by GOAL's Humanitarian Advisor.
- 7.3 No additional fees or premium rate shall be payable for performing the Services outside ordinary business hours or public holidays and the Consultant expressly acknowledges that due to the nature of the Services, its Personnel may be required to work outside ordinary business, which includes

⁶ This is just an example and will depend on the specific terms agreed with the consultant and should be amended accordingly. In some exceptional cases, GOAL may have agreed to pay the costs of these screenings and in such a case, the following can be inserted (and edited as appropriate): [GOAL will cover the charge for the standard pre-departure medical, but in the event that the doctor requires further tests or consultancy in order to achieve a satisfactory medical, these additional costs will have to be paid for by the Consultant. GOAL will cover the charge for a standard dental check-up, but not for any other dental treatment required.]

weekends and evenings, when on a GOAL Mission overseas. No annual leave entitlement will be accrued.

7.4 GOAL shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to GOAL or any company within the GOAL group at any time.

7.5 Payments by GOAL shall be made directly into the Consultant's bank account, details of which are as follows:

Account Name:

Bank:

IBAN:

7.6 Notwithstanding the other provisions of this clause, where the Consultant is required to provide a final report in respect of a particular project in respect of which its Services are required under this Agreement, any outstanding payment owed by GOAL to the Consultant in respect of providing such a report shall not be made by GOAL to the Consultant until such final report is provided in a form acceptable to GOAL.

7.7 **[OPTIONAL CLAUSE: DELETE IF NOT RELEVANT TO THE CONSULTANCY AT HAND: The Consultant hereby acknowledges that, due to the nature of the Services to be provided to GOAL under this Agreement, there may be some months where GOAL does not require his/her services and, where this is the case, no payment will be made by GOAL in respect of that month. GOAL shall provide the Consultant with [one months'] written notice informing him/her of the relevant months where GOAL does not require his/her services.]**

8. Expenses⁷

8.1 Subject to [clause 8.2] GOAL shall reimburse all reasonable Recoverable Expenses (as defined) properly and necessarily incurred by the Consultant and its Personnel in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment provided that such payments may only be made in accordance with GOAL's expenses policy, as amended from time to time and notified to the Consultant.

8.2 GOAL shall provide transport to and from field sites as well as accommodation for the Personnel for the duration of any GOAL Mission.

8.3 [Where any Personnel are required to travel abroad to a GOAL Mission, **he/she** will promptly inform [GOAL's travel administrator] of **his/her** proposed travel dates so that flights and, where necessary, accommodation can be arranged through GOAL's travel agents at a reasonable fee. The Personnel shall not incur any expenses in booking flights or accommodation or in changing such arrangements unless expressly requested to do so or given prior approval in writing by GOAL.]⁸

⁷ Consider in each case and amend as appropriate. If expenses are to be recoverable over and above the payment of fees. If a Per Diem is going to be paid, insert the following as a new sub-paragraph: GOAL shall also pay to the Consultant a Daily Allowance Expense for each day spent overseas from the consultant's country of domicile. For the avoidance of doubt, the Consultant shall not be entitled to claim daily allowance expenses in respect of days worked in his country of domicile. Also, insert the following in the definitions section: **Daily Allowance Expense:** a daily allowance payable to the Consultant in accordance with clause 0 which amount shall be equal to the then current per diem rate for GOAL international employees.

⁸ Remove if flights are not going to be booked directly by GOAL.

9. **Equipment/ Communications**

The Consultant is responsible for providing all IT and communication devices required to its Personnel. The Consultant undertakes to use the most cost-effective means of communication when the costs are to be charged to GOAL. This includes use of Skype, TEAMS and similar providers.

10. **Driving and Local Transport**

All Personnel must wear a seat belt at all times while travelling in a GOAL vehicle or any other vehicle providing transportation in the context of a GOAL Mission. All Personnel are strictly forbidden from driving any vehicle owned or hired by GOAL.

11. **Media and Communications**

The Consultant and its Personnel shall not comment or make any representation to the media, official bodies and/or agencies, host governments or on social media on the policy or views or any of the business or activities of GOAL without having first obtained the express written permission of the Country Director and/ or GOAL Head Office (Dublin) as applicable. The Consultant shall also comply with the terms of GOAL's Social Media and Online Messaging Policy.

12. **Other Activities**

As an independent contractor, nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant's obligations under this Agreement.

13. **Confidential Information and Company Property**

13.1 The Consultant acknowledges that in the course of the Engagement it shall have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 13.

13.2 The Consultant shall not and ensure its Personnel shall not (except in the proper course of its duties) either during the Engagement or at any time after the Termination Date, use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by GOAL or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

13.3 All documents, manuals, hardware and software provided for the Consultant's and Personnel's use by GOAL, and any data or documents (including copies) produced, maintained or stored on GOAL's computer systems or other electronic equipment (including mobile phones if provided by GOAL), remain the property of GOAL and shall immediately be returned to GOAL (or, if so requested by GOAL, destroyed) upon termination of this Agreement.

13.4 The Consultant and Personnel or contractors may be allowed unsupervised access to the GOAL premises as a necessary part of the provision of the Services by the Consultant to GOAL. Additional security measures shall therefore be necessary in order that the Consultant may maintain best information security practice. The Consultant agrees to ensure that its Personnel and contractors have security checks and training carried out and such checks and training in respect of the Personnel and contractors are adequate given such unsupervised access, before access is granted.

13.5 The Consultant agrees that in consideration of GOAL selecting the Consultant to provide Services and being granted access to GOAL premises, the Consultant shall comply and shall ensure that its agents, Personnel, contractors and any replacements shall comply with the confidentiality and security arrangements set out in this Agreement.

13.6 This clause shall continue after the cessation of the provision of the Services by the Consultant and Personnel to GOAL or termination of this Agreement (whichever occurs first).

14. **[Data Protection ⁹**

14.1 GOAL and the Consultant acknowledge that for the purposes of the Data Protection Act 1988 and 2003 (as amended, replaced or superseded) ("Data Protection Legislation"), GOAL is the Data Controller and the Consultant is the Data Processor of any Personal Data.

14.2 The Consultant shall:

- (a) process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services and in accordance with GOAL's instructions from time to time and shall not process the Personal Data for any other purpose;
- (b) promptly comply with any request from GOAL requiring the Consultant to amend, transfer or delete the Personal Data;
- (c) only collect any Personal Data on behalf of GOAL in accordance with Data Protection Legislation and shall inform the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair;
- (d) provide, at GOAL's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by GOAL;
- (e) not disclose the Personal Data to any third party without the prior written consent of GOAL;
- (f) not transfer the Personal Data outside the European Economic Area without the prior written consent of GOAL; and
- (g) promptly inform GOAL if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Consultant will restore such Personal Data at its own expense.

14.3 If the Consultant receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation and the data protection principles set out in this Agreement, it shall immediately notify GOAL and it shall provide GOAL with full co-operation and assistance in relation to any such complaint, notice or communication.

14.4 The Consultant shall ensure:

- (a) that it takes reasonable steps to ensure the reliability of any of the Consultant's employees who have access to the Personal Data;

⁹ To be reviewed upon entry into consultancy to determine whether GOAL will transfer Personal Data to the Consultant in connection with the services to be provided.

- (b) that access to the Personal Data is limited to:
 - (i) those employees who need access to the Personal Data to meet the Consultant's obligations under this Agreement; and
 - (ii) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties,
 - (c) that all of its employees involved with the Services:
 - (i) are informed of the confidential nature of the Personal Data;
 - (ii) have undertaken training in the laws relating to handling personal data; and
 - (iii) are aware both of the Consultant's duties and their personal duties and obligations under such laws and this Agreement.
- 14.5 If the Consultant receives a request from a Data Subject for access to that person's Personal Data, the Consultant shall:
 - (a) notify GOAL within two working days of receiving such a request;
 - (b) provide GOAL with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data; and
 - (c) not disclose the Personal Data to any Data Subject or to a third party other than at the request of GOAL or as provided for in this Agreement.
- 14.6 GOAL is entitled, on giving at least three working days' notice to the Consultant, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Consultant. This requirement to give notice will not apply if GOAL believes that the Consultant is in breach of any of its obligations under this clause 14.
- 14.7 The Consultant warrants that:
 - (a) it will process the Personal Data in compliance with Data Protection Legislation and all other applicable laws; and
 - (b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure GOAL's compliance with Data Protection Legislation.
- 14.8 The Consultant shall notify GOAL immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data and shall provide all assistance and cooperation to GOAL in connection with remediation activities required to be undertaken in connection with any such unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 14.9 The Consultant agrees to indemnify and keep indemnified and defend at its own expense GOAL against all costs, claims, damages or expenses incurred by GOAL or for which GOAL may become liable due to any failure by the Consultant or its employees or agents to comply with any of its obligations under this clause 14.
- 14.10 For the purposes of the Agreement, the following terms "Personal Data", "Data Controller", "Data Processor", "Processing", "Data Subject", shall have the same meaning as set out in Data Protection Legislation.]

15. Intellectual Property

- 15.1 In consideration for \$1, receipt of which is hereby acknowledged, the Consultant agrees to the provisions of this clause 15.
- 15.2 The Consultant hereby assigns to GOAL all future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and inventions on trust for GOAL.
- 15.3 In respect of any Works and Inventions developed by the Consultant as part of the terms of this Agreement, the Consultant undertakes:
- (a) to notify to GOAL in writing full details of any Works and Inventions promptly on their creation;
 - (b) to keep confidential details of all such Works and Inventions;
 - (c) whenever requested to do so by GOAL and in any event on the termination of the Engagement, promptly to deliver to GOAL all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by GOAL; and
 - (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or shall pass, to GOAL.
- 15.4 The Consultant warrants to GOAL that:
- (a) it has not given and nor shall it give permission to any third party to use any of the Works or Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by GOAL shall not infringe the rights of any third party.
- 15.5 The Consultant waives any moral rights in the Works and Inventions to which it may at any future time be entitled in accordance with the Copyright and Related Rights Act 2000 or any similar rights in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works, Inventions or other materials, infringes the Consultant's moral rights.
- 15.6 The Consultant acknowledges that no further fee or compensation other than that provided for in this clause 15 is or may become due to the Consultant in respect of the performance of its obligations under this clause 15.
- 15.7 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of GOAL, at any time either during or after the Engagement, as may, in the opinion of GOAL, be necessary or desirable to vest the Intellectual Property Rights in, and to register or obtain patents or registered designs in, the name of GOAL and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

- 15.8 The Consultant hereby irrevocably appoints GOAL to be its attorney to execute any such instrument or do any such thing and generally to use its name for the purpose of giving GOAL or its nominee the benefit of this clause 15 and acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of GOAL that any instrument or act falls within the authority conferred by this clause 15.8 shall be conclusive evidence that such is the case.

16. Insurance and Liability¹⁰

- 16.1 The Consultant shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by GOAL in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive insurance policies in respect of the provision of the Services ("Insurance Policies").
- 16.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to GOAL and that the level of cover and other terms of insurance are acceptable to and agreed by GOAL.
- 16.3 The Consultant shall on request supply to GOAL copies of such Insurance Policies and evidence that the relevant premiums have been paid on the Commencement Date.
- 16.4 The Consultant shall notify the insurers of GOAL's interest and shall cause such interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by GOAL against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify GOAL directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify GOAL, the Consultant shall use all insurance monies received by him to indemnify GOAL in respect of any claim and shall make good any deficiency from his own resources.
- 16.5 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify GOAL without delay.

17. Indemnity and Waiver

- 17.1 The Consultant hereby irrevocably and unconditionally agrees to indemnify and keep indemnified GOAL together with its officers, personnel, agents and consultants against all losses, costs, demands, damages, actions, expenses and claims howsoever incurred by GOAL as a consequence or arising out acts or omissions of the Consultant or acts or omissions of the Consultant's personnel, contractors, and/or agents in providing the Services or while on a GOAL Mission, provided that this indemnity shall not be relied upon by the GOAL in respect of any fraudulent act committed by GOAL.
- 17.2 The Consultant hereby waives and wholly abandons any action or claim whatsoever that the Consultant (or its directors, officers, personnel, agents and consultants) have or may in the future have against GOAL and/or any of its officers, employees, agents and consultants in respect of any loss or damage (including injury, serious illness or death) arising directly or indirectly out of the Engagement (including but not limited to in-transit journeys to and from any GOAL Mission), other than in respect of any fraudulent act committed by GOAL.

18. Termination

- 18.1 Notwithstanding the provisions of clause 2.2, GOAL may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of

¹⁰ If, in exceptional circumstances, a consultant is to be covered by GOAL insurance while overseas, please contact GOAL HQ Head of HR re Insurance cover and legal counsel re appropriate language to be used here.

amounts accrued prior to the Termination Date) if at any time the Consultant or any Personnel (as applicable):

- (a) is guilty of gross misconduct affecting the operations of GOAL; or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of GOAL, including failure to comply with GOAL Policies; or
- (c) is in breach of any legislation or its Board or officers are convicted of any criminal offence or fail a standard anti-terrorist check; or
- (d) is in the reasonable opinion of GOAL negligent and incompetent in the performance of the Services; or
- (e) a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the Consultant and is not discharged within 60 days of such appointment; or
- (f) goes into liquidation, or enter into an amalgamation or reconstruction or similar arrangement with another corporate entity; or
- (g) is incapacitated from providing the Services for an aggregate period of 90 working days in any 52 week consecutive period or the relevant pro rata aggregate period if the Engagement is less than 52 weeks and all Personnel or any contractors or agents of the Consultant are similarly unable to provide the Services; or
- (h) is guilty of any fraud, misrepresentation, or dishonesty or acts in any manner which in the sole opinion of GOAL brings or is likely to bring the Consultant or GOAL into disrepute or is materially adverse to the interests of GOAL.

18.2 The rights of GOAL under clause 18.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by GOAL in exercising its rights to terminate shall not constitute a waiver thereof.

19. Obligations upon Termination

On the Termination Date the Consultant shall:

- (a) immediately deliver to GOAL all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of GOAL or its business contacts together with his GOAL ID and any keys, and any other property of GOAL, which is in his possession or under its control or the control of its Personnel;
- (b) irretrievably delete any information relating to the business of GOAL stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of GOAL; and
- (c) provide a signed statement or email to GOAL confirming that it has complied fully with its obligations under this clause 19.

20. Restrictions

20.1 The Consultant agrees that, during the Engagement and for six months afterwards the Consultant and any of its Personnel shall not, either directly or indirectly:

- (a) enter into competition with GOAL;
 - (b) solicit the custom of or entice away from GOAL funding from any donor who is or was a donor of GOAL at any time during the twelve month period immediately preceding the date on which the Engagement terminated and with whom the Consultant dealt during the said twelve month period;
 - (c) solicit the services of or entice away from GOAL or engage, whether on its own behalf or on behalf of others, any person who is or was in a staff capacity of GOAL at any time during the twelve month period immediately preceding the date on which the Engagement terminated.
- 20.2 The Consultant hereby acknowledges that the restrictions in this clause 20 are separate and severable and are fair and reasonable in all the circumstances. If any of the restrictions are adjudged by a court of competent jurisdiction to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the GOAL but would be reasonable if any particular restriction or restrictions, or part of their wording, were deleted, such restrictions shall apply with such deletion as may be necessary to make them valid and effective.

21. Status

- 21.1 The relationship of the Consultant to GOAL shall be that of independent contractor and nothing in this Agreement shall render the Personnel employees or workers of GOAL. Similarly, nothing in this Agreement shall render the Consultant an agent or partner of GOAL and the Consultant shall not hold itself out as such.
- 21.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify GOAL for and in respect of:
- (a) any income tax, social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify GOAL against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by GOAL in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of GOAL's negligence or wilful default; and
 - (b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against GOAL arising out of or in connection with the provision of the Services
- 21.3 GOAL may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 21.4 This clause 21 should be read in conjunction with clause 17 above.

22. Notices

- 22.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of GOAL) its registered office for the time being and (in the case of the Consultant) his last known address, or by sending it by email to the email address notified by the relevant party to the other party on the Commencement Date. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;

- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
and
- (c) in the case of email, at the time of transmission.

22.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by email to the email address of the relevant party.

23. **Force Majeure**

23.1 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 Consultant shall give notice and full particulars in writing to GOAL of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Consultant 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 Agreement. 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 Consultant of a reasonable extension of time in which to perform its obligations under this Agreement, or termination of the Agreement if any delay will force an extension to the delivery schedule.

23.2 Notwithstanding anything to the contrary in this Agreement, the Consultant 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 Agreement

24. **Severance**

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect.

25. **No waiver**

No failure or delay by GOAL in exercising any remedy, right, power or privilege under or in relation to this Agreement or at law shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

26. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that this Agreement constitutes the entire agreement and understanding between the Consultant and supersedes any previous agreement (whether written or oral) between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent).

27. **Variation**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

28. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed shall be an original, and all the counterparts together shall constitute one and the same instrument.

29. **Governing Law and Jurisdiction**

29.1 This Agreement shall be governed by and construed in accordance with **Irish law.**

29.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Irish courts over any claim or matter arising under or in connection with this Agreement.

SCHEDULE OF SERVICES

Terms of Reference

Overview / Objectives of the Consultancy Services:

Main Outcomes:

Deliverables:

Timeline:

- End of Schedule of Services -

This Agreement has been entered into effective from the Commencement Date stated above.

Signed by [insert GOAL representative name]
for and on behalf of **GOAL**

Signed by [insert company representative name]
For and on behalf of [insert company name]

Terms of Reference (ToR) for Accounting Services
For: GOAL – International Humanitarian Organization

Context and Commercial Proposal

GOAL is an international humanitarian organization operating in Turkey, subject to compliance requirements under the **Turkish Commercial Code, Tax Procedural Law, Labor Law, and Law on Associations**. GOAL seeks to engage a qualified and experienced **Certified Public Accountant (CPA)** to deliver full-scope financial services, ensuring legal compliance, internal efficiency, and audit readiness.

All proposals must include a **comprehensive and itemized offer price**, quoted in **Turkish Lira (TRY)**, and should encompass all costs associated with the following service categories:

Offer Price Must Cover the Following:

- Statutory accounting and financial reporting (Section 1)
 - Association law notifications and compliance (Section 2)
 - Fixed asset ledger management (Section 3)
 - Tax and SGK filings (Section 4)
 - Payroll processing (Section 5)
 - Audit support including preparation (Section 6)
 - Ongoing availability (Section 7)
 - Statutory updates and advisory (Section 8)
 - Financial consultancy on contracts, tax liabilities, and capacity building (Section 9)
 - Association books and documentation support (Section 10)
 - Required professional qualifications (Section 11)
-

1. General Accounting and Financial Reporting Services

- 1.1. Maintain and prepare statutory legal books in compliance with the **Turkish Commercial Code, Tax Procedural Law, and Uniform Chart of Accounts (UCA)**.
 - 1.2. Prepare monthly and annual **trial balances** and **financial statements**.
 - 1.3. Execute **period-end and year-end closing**, including **Annex-8 financial reporting** to the Ministry of Interior.
 - 1.4. Conduct monthly **on-site visits** to GOAL's **Antakya office** to collaborate with the finance team.
-

2. Regulatory Notifications and Compliance (Turkish Association Law)

- 2.1. Report all **cash inflows from outside Turkey** (excluding GOAL HQ transfers) to the relevant authorities.
 - 2.2. Report all **cash and bank payments** in accordance with Association Law.
 - 2.3. In coordination with GOAL, submit monthly **tax and SGK declarations** and notify all relevant authorities of income and expenditure as required.
-

3. Fixed Asset Management

- 3.1. Maintain the **Fixed Asset Ledger** in line with the **Tax Procedural Law**, ensuring accurate classification, depreciation, and recording.

4. Taxation and Social Security Declarations

- 4.1. Prepare and file all relevant **tax declarations**.
 - 4.2. Ensure full tax compliance, including but not limited to:
 - **Income Withholding Tax**
 - **Stamp Tax**
 - **Social Security (SGK)**
 - 4.3. Calculate and submit monthly **SGK premiums**, including available **incentives** under current regulations.
-

5. Payroll Administration

- 5.1. Process payroll in accordance with Turkish law and GOAL policies, as per agreed timelines.
 - 5.2. Manage **employee SGK registrations and deregistrations**.
 - 5.3. Generate **employee pay slips**.
 - 5.4. Record monthly **payroll journal entries**.
 - 5.5. Handle **termination procedures**, including **severance calculations** and official notifications.
-

6. Audit Support Services

- 6.1. Provide comprehensive **audit support services** including preparation, coordination, and on-site assistance during audits conducted by the **Department of Associations, Tax Office**, or other relevant authorities.
 - 6.2. Assist GOAL in **preparing all necessary documentation, reconciliations, and explanations** ahead of scheduled audits to ensure a smooth and efficient audit process.
 - 6.3. Liaise with auditors and regulatory officials on behalf of GOAL to clarify findings, submit additional information, and resolve issues promptly.
 - 6.4. Ensure timely implementation of any corrective actions or recommendations arising from audit findings to maintain continuous compliance.
 - 6.5. Be available to provide **on-site support at short notice (maximum 48 hours)** to address urgent audit requirements and queries.
-

7. Availability and Service Delivery

- 7.1. Service delivery must commence immediately upon contract award.
 - 7.2. Maintain availability for ongoing coordination with the **GOAL Finance Department** on all matters.
-

8. Legal Compliance Monitoring and Statutory Updates

- 8.1. Regularly review GOAL's activities for compliance with current laws.
 - 8.2. Monitor and communicate changes in **tax, labor, SGK, and association law**.
 - 8.3. Conduct periodic **training sessions** for GOAL staff on new regulations.
 - 8.4. Immediately report and advise on any **non-compliant activity**, recommending risk mitigation actions to protect GOAL's legal and reputational standing.
-

9. Financial Consultancy on Contracting and Tax Liabilities

- 9.1. Provide expert financial and tax advice on **contracts, grants, procurement, and consulting agreements**.
- 9.2. Review contractual terms to ensure alignment with **tax obligations**, including VAT, withholding, and reporting duties.
- 9.3. Advise on **structuring contracts** to minimize financial risk and liability.
- 9.4. Support the drafting of **financial clauses** in agreements to ensure clarity and compliance.
- 9.5. Provide guidance on **double taxation, international contractor risks**, and applicable treaty provisions.

- 9.6. Flag any potential **tax or financial exposure** associated with proposed agreements.
- 9.7. Develop and deliver **capacity-building initiatives and targeted training programs** for GOAL finance and operations staff to enhance understanding of complex contractual financial risks and tax compliance matters, empowering the team to independently manage and mitigate financial liabilities in line with Turkish regulations.
-

10. Association Bookkeeping and Documentation Compliance

- 10.1. Maintain and update all **mandatory books** in accordance with the **Turkish Law of Associations**, including:
- **Decision Book (Karar Defteri)**
 - **Document Registration Book (Evrak Kayıt Defteri)**
 - **Business Account Book (İşletme Hesabı Defteri)**
 - **Inventory Book (Demirbaş Defteri)**, if applicable
- 10.2. Ensure timely and correct **notarization** of required books.
- 10.3. Prepare and submit the **Annual Activity Report (Ek-8)**.
- 10.4. Support audit readiness and facilitate access to proper documentation during inspections.
- 10.5. Provide training to GOAL staff on proper record-keeping and compliance with association documentation rules.
-

11. Qualifications and Professional Requirements

- 11.1. **Certified Public Accountant License:** Must hold a valid **SMMM** or **YMM** license registered with **TÜRMOB**.
- 11.2. **Firm-Level Experience:** Must have a proven track record of providing professional financial services to **INGOs in Turkey** through their firm.
- 11.3. **In-House INGO Experience:** Must have a minimum of **5 years of direct experience as a CPA within an INGO**, ideally with responsibilities spanning financial compliance, reporting, and tax.
- 11.4. **Regulatory Expertise:** Strong command of **Turkish tax, labor, SGK, and association law** as applied to non-profits.
- 11.5. **Software Proficiency:** Fluency in using **LUCA, Mikro, ETA, Logo**, or similar tax and accounting systems, as well as MS Excel.
- 11.6. **Language Skills:** Must have **professional proficiency in Turkish and English**, both written and spoken.
- 11.7. **Ethical Standards:** Adherence to **IFAC's Code of Ethics**, maintaining professional independence and confidentiality.
- 11.8. **Liability Coverage:** Must maintain valid **Professional Liability Insurance** covering the full scope of services.
- 11.9. **Capacity Building:** Ability to design and implement **capacity-building and training programs** for GOAL staff on financial management and tax compliance to strengthen institutional financial autonomy and governance.
- 11.10 Previous **on-site** work experience in South-east part of Türkiye

Muhasebe Hizmetleri İçin Görev Tanımı (ToR)
Kurum: GOAL – Uluslararası İnsani Yardım Kuruluşu

Kapsam ve Teklif Talebi

GOAL, Türkiye’de faaliyet gösteren uluslararası bir insani yardım kuruluşudur ve **Türk Ticaret Kanunu, Vergi Usul Kanunu, İş Kanunu ve Dernekler Kanunu** kapsamında yasal yükümlülöklere tabidir. GOAL, yasal uyumluluđu, iç kontrolü ve denetim hazırlıklarını sağlamak amacıyla deneyimli ve nitelikli bir **Serbest Muhasebeci Mali Müşavir (SMMM/YMM)** ile tam kapsamlı finansal hizmet sözleşmesi yapmak istemektedir.

Tüm teklifler, **Türk Lirası (TRY)** cinsinden, aşağıda belirtilen hizmet kategorilerini kapsayan **detaylı ve kalemlendirilmiş fiyat teklifi** içermelidir.

Teklif Fiyatı Aşağıdaki Hizmetleri Kapsamalıdır:

- Kanuni muhasebe ve finansal raporlama (Bölüm 1)
- Dernek hukuku bildirimleri ve uyumluluk (Bölüm 2)
- Sabit kıymet defteri yönetimi (Bölüm 3)
- Vergi ve SGK beyanları (Bölüm 4)
- Bordro işlemleri (Bölüm 5)
- Denetim desteđi ve hazırlık (Bölüm 6)
- Sürekli erişilebilirlik (Bölüm 7)
- Mevzuat takibi ve danışmanlık (Bölüm 8)
- Sözleşmeler ve vergi danışmanlığı, kapasite geliştirme (Bölüm 9)
- Dernek defterleri ve dokümantasyon desteđi (Bölüm 10)
- Mesleki nitelikler ve gereksinimler (Bölüm 11)

1. Genel Muhasebe ve Finansal Raporlama Hizmetleri

- 1.1. **Türk Ticaret Kanunu, Vergi Usul Kanunu ve Düzen Hesap Planı’na (TDHP)** uygun şekilde yasal defterlerin tutulması ve hazırlanması.
- 1.2. Aylık ve yıllık **mizan** ile **finansal tabloların** hazırlanması.
- 1.3. **Dönem sonu ve yıl sonu kapanış işlemlerinin** yapılması ve **İçişleri Bakanlığı’na sunulan Ek-8 raporunun** hazırlanması.
- 1.4. Her ay GOAL’ın **Antakya ofisinde yerinde** çalışma ve finans ekibi ile koordinasyon.

2. Dernek Kanunu Bildirimleri ve Uyumluluk

- 2.1. Türkiye dışından gelen tüm **nakit girişlerinin** (GOAL merkezinden gelen transferler hariç) ilgili makamlara bildirilmesi.
- 2.2. Tüm nakit ve banka ödemelerinin Dernek Kanunu hükümlerine uygun olarak bildirilmesi.

2.3. GOAL ile koordineli şekilde aylık **vergi ve SGK beyannamelerinin** hazırlanması ve ilgili makamlara gelir-gider bildirimlerinin yapılması.

3. Sabit Kıymet Yönetimi

3.1. Sabit kıymetlerin **Vergi Usul Kanunu'na uygun olarak** kayıt, sınıflandırma ve amortisman işlemlerinin yapılması.

4. Vergi ve Sosyal Güvenlik Beyannameleri

4.1. Gerekli tüm vergi beyannamelerinin hazırlanması ve beyan edilmesi.

4.2. Aşağıdaki vergi yükümlülüklerinin eksiksiz yerine getirilmesi:

- **Gelir Stopaj Vergisi**
- **Damga Vergisi**
- **Sosyal Güvenlik Kurumu (SGK)**

4.3. Aylık **SGK primlerinin**, ilgili teşvikler dahil olmak üzere hesaplanması ve beyan edilmesi.

5. Bordro Yönetimi

5.1. Türk mevzuatı ve GOAL politikalarına uygun olarak aylık bordronun işlenmesi.

5.2. Çalışanların **SGK giriş-çıkış işlemlerinin** yapılması.

5.3. Personel maaş bordrolarının hazırlanması.

5.4. Bordro muhasebe kayıtlarının tutulması.

5.5. İşten ayrılma süreçlerinin yürütülmesi, kıdem tazminatlarının hesaplanması ve ilgili mercilere bildirilmesi.

6. Denetim Desteği Hizmetleri

6.1. **Dernekler Müdürlüğü, Vergi Dairesi** veya diğer yetkili kurumların denetimleri için hazırlık, koordinasyon ve yerinde destek sağlanması.

6.2. Denetimler öncesinde gerekli tüm belge, mutabakat ve açıklamaların hazırlanmasına yardımcı olunması.

6.3. Denetçilerle ve ilgili makamlarla iletişim kurularak, tespit edilen hususların açıklanması ve ek bilgi taleplerinin karşılanması.

6.4. Denetim bulguları doğrultusunda önerilen düzeltici faaliyetlerin zamanında uygulanmasının sağlanması.

6.5. Acil durumlarda (azami 48 saat öncesinden bildirimle) yerinde denetim desteği sağlanması.

7. Hizmet Teslimatı ve Erişilebilirlik

7.1. Hizmetlerin sözleşme imzalanmasını takiben derhal başlaması.

7.2. GOAL Finans Departmanı ile sürekli koordinasyon ve erişilebilirliğin sağlanması.

8. Mevzuat Takibi ve Güncellemeler

8.1. GOAL faaliyetlerinin yasal mevzuata uygunluğunun periyodik olarak gözden geçirilmesi.

8.2. Vergi, iş hukuku, SGK ve dernekler mevzuatındaki değişikliklerin takip edilip bildirilmesi.

8.3. Mevzuat değişiklikleri ile ilgili GOAL personeline periyodik eğitim verilmesi.

8.4. Uyumsuzluk durumlarında derhal üst yönetime bilgi verilmesi ve risklerin azaltılmasına yönelik öneriler sunulması.

9. Sözleşmeler ve Vergisel Yükümlülükler Hakkında Mali Danışmanlık

- 9.1. Sözleşmeler, hibeler, tedarik ve danışmanlık anlaşmalarına ilişkin finansal ve vergisel danışmanlık.
- 9.2. Vergisel yükümlülüklerin (KDV, stopaj, bildirimler vb.) sözleşme şartları ile uyumunun kontrolü.
- 9.3. Finansal risk ve yükümlülükleri minimize edecek sözleşme yapılandırma önerileri.
- 9.4. Anlaşma maddelerinin açık ve mevzuata uygun şekilde düzenlenmesi için destek.
- 9.5. Çifte vergilendirme ve uluslararası yüklenici risklerine dair tavsiyeler.
- 9.6. Önerilen sözleşmelerin yaratabileceği potansiyel vergi risklerinin raporlanması.
- 9.7. GOAL finans ve operasyon personelinin karmaşık sözleşme finansal riskleri ve vergi uyumluluğu konularında bilgi ve becerilerini geliştirecek **kapasite geliştirme ve eğitim programları** hazırlanması ve uygulanması.

10. Dernek Defterleri ve Dokümantasyon Desteği

- 10.1. Türk Dernekler Kanunu'na uygun olarak zorunlu tüm defterlerin tutulması ve güncellenmesi:
 - **Karar Defteri**
 - **Evrak Kayıt Defteri**
 - **İşletme Hesabı Defteri**
 - Gerekli ise **Demirbaş Defteri**
- 10.2. Defterlerin zamanında ve usulüne uygun şekilde **noter tasdiklerinin** sağlanması.
- 10.3. Yıllık **Faaliyet Raporu (Ek-8)** hazırlanması ve ilgili makama sunulması.
- 10.4. Denetim süreçlerinde gerekli belgelerin eksiksiz sağlanması.
- 10.5. Personelin defter tutma ve uyum konusunda eğitilmesi.

11. Profesyonel Nitelikler ve Gereksinimler

- 11.1. TÜRMOB kayıtlı geçerli **SMMM** veya **YMM** lisansına sahip olmak.
- 11.2. Firması aracılığıyla Türkiye'deki **Uluslararası İnsani Yardım Kuruluşlarına (INGO)** hizmet vermiş olmak.
- 11.3. En az **5 yıl süreyle doğrudan INGO bünyesinde SMMM/YMM olarak çalışma deneyimi** bulunmak.
- 11.4. Türkiye vergi, iş hukuku, SGK ve dernek mevzuatı konusunda derin bilgi ve deneyim sahibi olmak.
- 11.5. LUCA, Mikro, ETA, Logo veya benzeri muhasebe programlarını etkin kullanabilmek.
- 11.6. Türkçe ve İngilizce dillerinde ileri düzeyde yazılı ve sözlü iletişim becerisine sahip olmak.
- 11.7. IFAC Etik Kurallarına uygun, bağımsızlık ve gizlilik ilkesine bağlı hareket etmek.
- 11.8. Profesyonel sorumluluk sigortasına sahip olmak.
- 11.9. GOAL personeline yönelik **kapasite geliştirme ve eğitim programları tasarlayarak, finansal yönetim ve vergi uyumunda kurumsal güçlenmeye katkı sağlamak.**
- 11.10 Türkiye'nin Güneydoğu bölgesinde doğrudan tecrübesi bulunmak