



## WESTERN DEVELOPMENT COMMISSION

### Request for Quote

## Design Services for new NPA-funded *Generating Renewable Energy Business Enterprise (GREBE)* project

CLOSING TIME AND DATE FOR RECEIPT OF QUOTES:

12.00 (in Ireland), Thursday 26 November, 2015

TO:

Ms. Caroline Coffey  
Western Development Commission  
Dillon House  
Ballaghaderreen  
Co. Roscommon  
Email: [carolinecoffey@wdc.ie](mailto:carolinecoffey@wdc.ie)

# WESTERN DEVELOPMENT COMMISSION

## Design Services for new NPA-funded *GREBE* project

### 1. Introduction

The Western Development Commission (WDC) is a statutory body promoting economic and social development in the Irish counties of Donegal, Sligo, Leitrim, Roscommon, Mayo, Galway and Clare. The WDC works in co-operation with transnational, national, regional and local bodies involved in western development.<sup>1</sup>

### 2. Background

In June 2015 the EU Interreg, Northern Periphery and Arctic Programme (NPA)<sup>2</sup> approved funding for a new three-year, transnational project called *GREBE*. Some aspects of this project are a follow up to the previous *BioPAD* project.<sup>3</sup>

The *GREBE* project began on 1 September 2015 and the WDC is the lead partner for the project, with primary responsibility for project administration including design and promotion. The project includes other partner organisations from Northern Ireland, Scotland, Finland, Norway and Iceland who will have an input on design requirements (though the WDC will be the contact for the service provider under this contract) and will promote the project in their own country/region. *GREBE* has a total project budget of €1.77 million. See Annex B for an overview of the *GREBE* project.

Renewable energy entrepreneurs working in the northern periphery area of Europe face challenges, such as limited networking opportunities and lack of critical mass, dispersed settlements, poor accessibility and vulnerability to climate change effects are well recognised, because of their peripheral location. *GREBE* will assist renewable energy entrepreneurs to address these challenges and sustain and develop their business.

*GREBE* will support individuals, enterprises and organisations working in the renewable energy industry through an Entrepreneur Enabler Scheme. It will operate in the following regions:

- West of Ireland (counties Donegal, Sligo, Leitrim, Roscommon, Mayo, Galway and Clare)
- Northern Ireland (Fermanagh & Omagh District Council areas)
- Scotland (Caithness area)
- Finland (Joensuu and North Karelia region)
- Norway (Narvik region)
- Iceland (Akureyri)

*GREBE* will support renewable energy enterprises and organisations to:

- to grow their business, to provide local jobs, and meet energy demands of local communities.
- support diversification of the technological capacity of SMEs and start-ups so that they can exploit the natural conditions of their locations.
- provide a platform for transnational sharing of knowledge to demonstrate the full potential of the RE sector by showcasing innovations on RE technology and strengthening accessibility

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<sup>1</sup> For more details on the WDC, see [www.wdc.ie](http://www.wdc.ie)

<sup>2</sup> For more details on the NPA, see <http://www.interreg-npa.eu/>

<sup>3</sup> *BioPAD* ran from 2012-2014, for more details see <http://www.biopad.eu/>

to expertise and business support available locally and in other NPA regions. By facilitating access to similar SMEs and start-ups, research institutes and technological experts, networking and learning opportunities will arise, with new skills and methods of doing business shared.

Initial project setup and planning is currently underway and activities will begin later in 2015.

### 3. General Requirements

The *GREBE* project has two key audiences:

1. **End beneficiaries:** Those working in the renewable energy sector in the six partner regions. These are the end beneficiaries of supports provided by the project and would include technology businesses, micro-enterprises, SMEs, etc.
2. **Policymakers:** Civil servants, municipal authorities, enterprise agencies, educational institutions, funders and sector-specific support agencies in the partner regions and countries as well as more widely across the NPA area and the EU. These organisations work with the renewable energy industries and want to support it as well as ensure appropriate policies are in place.

For communicating with policymakers, a *GREBE* project logo is required as well as a suite of electronic and physical promotional materials to communicate the *GREBE* project. The logo will mainly be used for corporate communications. These are the design services which are the subject of the current Request for Quote.

A *GREBE* project mini-website will be developed within the NPA Secretariat website to serve a corporate communications and information dissemination function targeted at policymakers. This will include reports on the project's activities, details of the partner organisations, project events and models of how supports/services were delivered under the project. It will be aimed at other organisations who may wish to support the sector. Some graphic design elements will be required to incorporate the *GREBE* project's logo and branding in this mini-website.

Applications for support will be made through the website and it will be used to promote the project's activities. The new *GREBE* logo will be incorporated into the partner website and into communications with members to reflect the source of funding.

### 4. Specific Requirements

The WDC is seeking quotes from suitably qualified service providers to provide design services for the *GREBE* project for the project's duration. These services include the development of:

- a project logo,
- brand guidelines,
- a suite of promotional materials, and
- project reports;

The specific deliverables 4.1, 4.2 and 4.3 (see below) are to be completed by 15 January 2016. Deliverable 4.4 sets out indicative deliverables to be provided over the remaining duration of the project (February 2016-August 2018).

The specific deliverables for this contract are:

#### 4.1 *GREBE* logo

The following is required:

- *GREBE* logo. The *GREBE* project logo will primarily be used for corporate communication purposes.
- Lo-res and hi-res versions of logo in a variety of dimensions and formats (including .jpg and .eps), including files combining it with NPA/EU and project partner organisation logos.
- Branding guidelines including information on how to use the logo on various backgrounds, spacing etc.

Note that social media channels will require the *GREBE* logo as avatar.

#### **4.2 *Electronic marketing material***

The following electronic marketing material is required:

- *GREBE*-branded template for MS PowerPoint and Prezi presentations.
- *GREBE*-branded template for newsletter and flyer
- *GREBE* MailChimp e-zine/e-mail.
- Map representing regions included in the project.
- *GREBE*-branded e-mail signature.
- Invitation for *GREBE* project launch.

#### **4.3 *Design of physical promotional materials***

Design of a portfolio of *GREBE*-branded physical promotional materials and provision of 'print ready' files of all materials. These files will be provided to the project partner organisations for print/production in their own region:

- Pull-up banner/roll-up (850 x 2100)
- Flyer (designer to make suggestion on size/format)
- A3 poster graphically illustrating what the project will do
- Business cards
- A4 folder
- Others

#### **4.4 *Ongoing design services***

Subject to satisfactory completion of deliverables 4.1-4.3, the supplier will provide design services for the *GREBE* project until 31 July 2018. These may include the following:

- Development of graphic elements required to brand the mini-website provided by the NPA Secretariat for *GREBE*. No details are yet available on this or the timeline, so quotes should provide an hourly rate and estimated time required.
- *GREBE*-branded template design for publications. The *GREBE* project will produce a series of reports over the three years with most due to be published in Q1, Q2 and Q3 of 2018. A common template is required including cover and back page and style for font, table of contents, headings, tables, boxes, charts, headers, footers and other necessary elements.
- Incorporation of content into the common report template for approximately 10 reports. As the exact number of reports and their length is not yet known, quotes should provide an hourly rate and estimated time requirement for a 40 pp report.
- Design of an A3 poster graphically illustrating the project's outputs.
- Invitation for *GREBE* project closing event.

Other minor design requirements may arise during the course of the project but cannot be specified currently. Examples could include an advertisement for a print publication or additional display

material for an event. Quotes should include an hourly rate at which any additional design services will be provided.

## **5. Value of Contract**

The estimated value of this contract is €8,000 **exclusive** of VAT.

## **6. Duration of Contract**

The WDC will award a contract agreement starting on **7 December 2015** and concluding on **31 July 2018**. The appointed contractor will be subject to a review after one month and the WDC reserves the right to modify or terminate the contract based on the outcome of the review process.

## **7. Minimum Technical Competence**

As the Western Development Commission is using the OPEN procedure, respondees are required to demonstrate that they have sufficient financial and technical competence to be considered for the tender process. Therefore all respondees are required to provide details of:

- An indication of turnover for the past 3 years.
- Organisation details relevant to this invitation to quote including management structure, manpower levels, skills and experience.
- Details of previous contracts of similar nature including client names, description of work, date of delivery and contact details for at least 3 referees.

Respondees must provide all the information outlined above. Respondees who demonstrate that they have the requisite financial and technical competence will have their quotations considered.

## **8. Quote Response**

### **8.1 Format of Response**

In addition to the response to the requirements outlined above, providers are required to submit the following as part of their proposal:

- Methodology to be employed in completing the assignment.
- Comprehensive CVs of personnel to be employed on the contract with details of their experience and qualifications.
- Details of how the proposed contract will be managed.
- Evidence of expertise and understanding within the organisation relevant to the requirements of this contract.
- Demonstration of ability to address all aspects of the requirements and where appropriate experience of similar activities.
- Details of overall charges and fees including hourly/daily rate for each executive of the proposed team and the time involvement of each executive per assignment, exclusive of VAT. Miscellaneous charges (phone calls, photocopying, etc.) should be absorbed into the overall fee charged. **Please complete, sign and return Annex A with your proposal.** (Note: Electronic copies of Annex A which have been signed and scanned are acceptable.)
- The WDC is a public body and must ensure value for money. Please include in your submission methods which you will employ to keep costs to a minimum.

### **8.2 Return of Quote**

Quotes (including all attachments) must be received **before 12.00 (in Ireland) on Thursday 26 November 2015**.

**It is the providers' responsibility to ensure a quote has been received before the deadline. To do so you should telephone the WDC on +353 (0)94 986 1441 to ensure that your quote has reached us on time.**

Quotes should be emailed to: [carolinecoffey@wdc.ie](mailto:carolinecoffey@wdc.ie)

If you wish to also submit a hard copy and /or submit supporting documentation, it may be posted to:

**Ms. Caroline Coffey  
Western Development Commission  
Dillon House  
Ballaghaderreen  
Co Roscommon  
Ireland**

#### **9. Award Criteria and Tender Evaluation**

This contract will be awarded on foot of the most economically advantageous tenders in terms of the following criteria and weightings:

- Qualifications and relevant experience of personnel proposed (33%);
- Understanding of needs and methodology proposed to deliver the contract requirements (33%);
- Ultimate cost for the work proposed to the contracting authority (34%).

Following the initial evaluation of quotes, based on the criteria above, the WDC may invite short listed candidates for interview. Interviews may be conducted by phone/Skype.

**Please note that the contract is expected to commence on 7 December 2015.**

#### **10. Notes to Providers**

- Queries to be submitted by email to Pauline Leonard ([paulineleonard@wdc.ie](mailto:paulineleonard@wdc.ie)) **before Friday 20 November 2015**
- In the event of a consortium submitting an acceptable offer, the contract will be awarded by the WDC to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all services provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with position of prime contractor.
- The WDC will accept no responsibility for any costs incurred in formulation or presentation of proposals.
- The WDC requires that all information pursuant to this tender process will be treated in the strictest confidence.
- All work produced by the appointed service provider(s) will be the property of the WDC.
- Daily/hourly rates for all executives involved in the proposal must be specified.
- Prices and rates quoted should be in Euros and exclusive of VAT. VAT rates should be indicated separately. Note that the WDC is required to pay the relevant Irish VAT rate to the Irish Revenue for any services purchased outside of the Republic of Ireland.
- Prices and terms quoted should be valid for 120 days from the date of receipt of tenders.
- Prior to award of contract the successful service provider will be required to produce a valid Tax Clearance Certificate. All payments under the contract will be conditional on the contractors being in possession of a valid certificate at all times. Where a Tax Clearance Certificate expires within the course of the contract a renewed certificate should be submitted to the WDC.
- The WDC is liable to deduct withholding tax for professional services at the standard rate of tax.

- Any conflicts of interest must be fully disclosed to the WDC.
- The WDC reserves the right to terminate the contract at any time if it feels the work being undertaken by the appointed business is found to be unsatisfactory, without the WDC being liable for the full cost.
- Full details of the WDC's Terms and Conditions of Contract are outlined in Annex C of this document.

## Quote for Design Services for new NPA-funded *GREBE* project

**THIS FORM OF TENDER MUST BE COMPLETED, SIGNED AND RETURNED WITH THE QUOTE.**

**To:**                   The Western Development Commission

**From:**                   \_\_\_\_\_

1.       I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within this tender document.

Consultant	Hourly Rate €	Job rate €

This offer will remain open for acceptance by you for a period of 120 days from the date of deadline for submission of Tenders.

2.       I/We undertake to maintain full confidentiality with regard to all aspects of this tender process.

**Form of Tender Signed by:**                   \_\_\_\_\_

**Name (Capital Letters):**                   \_\_\_\_\_

**On behalf of:**                   \_\_\_\_\_

**Address:**                   \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Failure to sign this Form of Tender will invalidate the offer.**

## What is GREBE?

Generating Renewable Energy Business Enterprise (GREBE), is a three year, Northern Periphery & Arctic (NPA) Programme funded project, with a budget of €1.77 million commencing 1<sup>st</sup> September 2015. The NPA 2014-2020 is part of the European Territorial Cooperation Objective, supported by the European Regional Development Fund (ERDF) and ERDF equivalent funding from non EU partner countries. <http://www.interreg.npa.eu>

GREBE will focus on the challenges of peripheral and arctic regions as places for doing business and help develop renewable energy (RE) business opportunities provided by extreme conditions. It will support successful development of SMEs and start-ups in this sector through analysis of advanced RE options, expert business mentoring, transnational models of successful growth strategies, policy analysis and information on funding mechanisms for businesses and support agencies. Challenges including a lack of critical mass, dispersed settlements, poor accessibility and vulnerability to climate change effects are well recognised. GREBE will equip SMEs and start-ups with the skills and confidence to overcome these challenges and use place based natural assets for RE to best sustainable effect.

GREBE will enable local entrepreneurs and SMEs to grow their business, to provide local jobs, and meet energy demands of local communities. A comprehensive approach that advocates a supportive and innovative policy framework and promotes awareness of funding schemes is required. GREBE will support diversification of the technological capacity of SMEs and start-ups so that they can exploit the natural conditions of their locations. RE tailored, expert guidance and mentoring will be provided to ensure SMEs and start-ups have the knowledge and expertise to grow and expand their businesses.

GREBE will provide a platform for transnational sharing of knowledge to demonstrate the full potential of the RE sector by showcasing innovations on RE technology and strengthening accessibility to expertise and business support available locally and in other NPA regions. By facilitating access to similar SMEs and start-ups, research institutes and technological experts, networking and learning opportunities will arise, with new skills and methods of doing business shared.

*GREBE* will be operated by eight partner organisations:

1. Western Development Commission (WDC), Ireland [www.wdc.ie](http://www.wdc.ie)
2. Action Renewables, Northern Ireland,
3. Fermanagh & Omagh District Council, Northern Ireland
4. Environment Research Institute, University of Highlands & Islands, Scotland
5. LUKE, Finland
6. Karelia University of Applied Sciences, Finland
7. Narvik Science Park, Norway
8. Innovation Center Iceland, Iceland

*GREBE* covers six regions:

1. West of Ireland (counties Donegal, Sligo, Leitrim, Roscommon, Mayo, Galway and Clare)
2. Northern Ireland (Fermanagh & Omagh District Council area)
3. Scotland (Caithness area)
4. Finland (Joensuu and North Karelia area)
5. Norway (Narvik region)
6. Iceland (Akureyri)

## Annex C

### **Terms and Conditions for the Supply of Goods and Services**

THIS AGREEMENT which shall act as the terms and conditions for the supply of requirements detailed on the relevant purchase order made

**BETWEEN Western Development Commission, ("THE WDC"), of: Dillon House, Ballaghaderreen, Co. Roscommon, Ireland.**

**AND The Supplier, name and address as stated on the purchase order**

**WHEREAS:** The WDC seeks to purchase goods or services and the Supplier wishes to sell such goods or services as outlined in purchase order(s) ("Purchase Order", "Purchase Orders" "PO" or "POs") to be executed by The WDC and The Supplier from time to time substantially in the form as outlined (as may be amended from time to time by The WDC) all on the following terms and conditions:

#### **IT IS AGREED:**

#### **1. PURCHASE**

**1.1** The Supplier shall sell and The WDC shall purchase the Goods and services on the execution by both parties of a Purchase Order.

**1.2** Goods and Services supplied to The WDC shall be deemed to be supplied on the terms and conditions set out in this Agreement.

#### **2. APPLICABILITY AND LAW**

**2.1** These conditions shall apply to the contract between The WDC and The Supplier, subject to any amendments referred to in the Purchase Order or otherwise agreed in writing by The WDC, to the entire exclusion of any other express conditions.

**2.2** The Contract shall be governed and construed by the laws of the Republic of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

**2.3** This contract shall be governed by the Sale of Goods & Supply of Services Act 1980.

#### **3. COMMITMENT**

Unless otherwise agreed in writing by The WDC, the Purchase Order shall not imply any commitment by The WDC to contract exclusively.

#### **4. DELIVERY / SERVICE**

**4.1** The title and property in the goods shall pass to The WDC upon delivery or (in the case of delivery by installments) upon delivery of each installment, unless payment or part payment has been made prior to delivery in which event the property in any materials, components or goods purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in The WDC.

**4.2** If any goods are delivered or services provided which fail to comply with the provisions of this Contract (however slight the failure to meet those requirements) by reason of quality, quantity or (without limitation) any other reason, or are delivered in error, without prejudice to any other rights, The WDC may at its sole discretion and at The Supplier's risk and expense, either:-

**4.2.1** return the goods or any installment or any part thereof on the basis that a full refund for such goods shall be paid forthwith by the Supplier; or

**4.2.2** require immediate replacement or rectification by delivery of goods or performance of services which are in accordance with this Contract; or

**4.2.3** require the immediate repair or remedy of any defects in the goods or deficiency in the services; or

- 4.2.4** repair or remedy the defects or deficiencies itself or by others, at the Suppliers expense; or
- 4.2.5** purchase equivalent goods or services elsewhere at no additional cost to The WDC; or
- 4.2.6** refuse to accept any further delivery of goods or performance of any further services, without liability. The WDC shall have the right to claim compensation for all its resulting costs and expenses. The making of any prior payment shall not prejudice The WDC right of rejection.

**4.3** All consignments are to be addressed to The WDC at the correct location and forwarded to the delivery address shown in the Purchase Order. The WDC is under no obligation to accept delivery of goods or performance of services in advance of the delivery or performance dates shown in the Purchase Order.

**4.5** Time shall be of the essence in relation to the delivery of the goods and performance of the services.

## **5. MANAGEMENT TEAM**

A Management Team shall be set up comprising of nominated personnel from The WDC and representatives from the Supplier, this team will monitor the ongoing workings of the contract with a view to solving any problems encountered.

## **6. INVOICING**

**6.1** Unless otherwise stated in the Purchase Order(s), The Supplier shall submit itemized monthly invoices and such supporting documentation as The WDC shall reasonably require during each month in respect of goods and services provided during the previous month. Invoices must be forwarded to the address specified and must clearly reflect the Purchase Order(s) or calloff number, or The WDC will have no obligation to pay them.

**6.2** Unless otherwise stated in the Purchase Order, invoices shall be paid only under the terms of the Prompt Payment of Accounts Act 1997, providing that the invoices are correct and include all required supporting documentation.

**6.3** Value Added Tax, where applicable, shall be shown separately on all invoices. Unless otherwise stated in the Purchase Order, the invoice price shall be deemed to include all taxes (other than VAT), levies and duties of every kind and, where applicable, all packing, carriage, freight and insurance.

## **7. PAYMENT**

**7.1** In consideration of the provision of goods and/or services, The WDC shall pay The Supplier in accordance with the prices and rates ("charges") referred to in the Purchase Order.

**7.2** The WDC may in exceptional circumstances consider a request for any increase in charges but shall not be obliged to accept any such increases. Such requests shall be substantiated by full supporting documentation and submitted to The WDC in writing at least 60 days before the proposed date of any such increase.

**7.3** The Supplier shall notify The WDC of and pass on to The WDC, by way of reduced charges, the benefit of any cost savings to the Supplier resulting from technology, raw material costs and process changes.

**7.4** In the event that agreement on the new charges cannot be reached between the parties then The WDC may terminate this Contract by giving three months written notice. If the Contract is so terminated, the charges during the notice period shall be at the previously agreed levels.

**7.5** The WDC reserves the right to deduct from or offset against any moneys due, or becoming due to The Supplier, in respect of this Contract any moneys due from The Supplier on any account howsoever arising.

## **8. INDEPENDENT CONTRACTOR**

**8.1** For the purposes of this Contract, The Supplier is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of The WDC, and they shall not hold themselves out to be so.

**8.2** The Supplier shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated in the Purchase Order, obtain and pay for all licences and permits necessary for the provision of goods and performance of services in accordance with such Laws.

## **9. WARRANTIES**

**9.1** The Supplier hereby warrants its power to enter into contracts and has obtained all necessary approvals to do so.

**9.2** The Supplier hereby warrants that any goods supplied to The WDC will be free from encumbrance.

**9.3** The Supplier shall use its best endeavours to assign to The WDC all benefits of the Manufacturer's warranty, or any other guarantee which may apply to any goods supplied.

**9.4** The Supplier warrants that all goods supplied will comply with the "Sale of Goods Act 1980 of the Republic of Ireland".

## **10 PATENT INDEMNITY**

**10.1** If notified promptly in writing of any action brought against The WDC based upon a claim that any parts provided or a modification made to the product by The Suppliers infringes any patent, trade mark, copyright or other intellectual property right, the Supplier will defend such action at its expense and pay any costs and damages awarded and any expenses incurred by The WDC in connection with the claim (including legal and other expert fees). The Supplier shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

**10.2** If as a result of such claim The WDC is prohibited from using or otherwise unable to use the product or if such a claim is likely to be made, The Supplier will either procure for The WDC the right to continue using the product, or replace or modify the infringing parts without detracting from the products overall performance so that it becomes non-infringing. The Supplier shall indemnify The WDC against any loss of use during such modification or replacement.

**10.3** The Supplier will not have any liability to The WDC under any provision of this clause if the infringement, or claim thereof is based upon any modification of any item of product by a party other than The Supplier (other than in accordance with The Supplier's instructions).

## **11. INDEMNITY AND INSURANCE**

**11.1** The Supplier shall be liable for, and indemnify The WDC with a limit of indemnity of not less than €6,500,000 against all damages, costs and expenses in respect of injury to, illness or death of any person, or loss of or damage to any property arising out of or in the course of the Contract, to the extent that the liability is due to any negligence, breach of Statutory Regulations and duties or due to any omissions or defaults of the Supplier.

**11.2** Without prejudice to the foregoing, the Supplier shall maintain in force and provide The WDC with evidence that it has arranged Employer's Liability Insurance. The Insurance shall include all goods, materials and equipment (including any free issues) for the replacement value whilst they are in The WDC Premises and / or under the Supplier's responsibility.

**11.3** The Supplier shall indemnify The WDC with a limit of indemnity of not less than €500,000 against any loss or damage that The WDC may suffer or any costs or expenses (including management and legal expenses) that The WDC may incur as a result of a breach of any of the conditions or obligations set out in this Contract whether such loss, damage, costs or expenses are incurred by The WDC, by its successor in title or by any third party claiming on or against The WDC. This indemnity shall remain in force after the conclusion of, or sooner termination by either party of the Contract.

## **12. CONFIDENTIALITY**

**12.1** Save as otherwise provided in this Agreement, The WDC agrees to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to The WDC hereunder. The WDC shall take all reasonable steps to ensure that its employees, agents and Sub-contractors are bound by the same obligation

**12.2** The Supplier agrees to hold in confidence and will at all times keep secret the affairs and concerns of The WDC, its subsidiaries and its respective transactions in business with each of its customers and the nature and particulars of the accounts of such customers and any other information of a confidential nature relating to the business of The WDC, its subsidiaries and its customers and will use best efforts to ensure that its employees, agents and sub-contractors comply with this undertaking. The Supplier will indemnify The WDC from and against all action, proceedings, claims and demands which may be brought or made against it and all losses, costs, charges, damages and expenses which The WDC may incur or sustain for which The WDC may become liable by reason of any breach by The Supplier of this undertaking.

**12.3** Confidential information will only be revealed to those employees or contractors who need to know such information for the carrying out of the supply of goods or services hereunder.

## **13. COPYRIGHT**

Under no circumstances may any WDC material pertaining to this contract be re-used for any purpose, without the express agreement in writing of The WDC. The copyright ownership of all material relating to this contract resides with The WDC in its capacity as lead partner of the *GREBE* project. The other project partner organisations (National University of Ireland, Galway (NUIG), Cultural Council of North East Iceland, Armagh City, Banbridge & Craigavon Borough Council, Technichus Mid-Sweden Ltd and Lapland University of Applied Sciences) shall have full access to this material on the same basis as The WDC.

**13.1** The Supplier warrants that he will maintain all films, discs and transparencies pertaining to The WDC products in good order, and in such a manner that it is retrievable upon request by The WDC.

**13.2** A copy of all work will be securely maintained in a separate location on disc for reproduction if required.

**13.3** The ownership of all films and applicable material will reside with The WDC in its capacity as lead partner of the *GREBE* project.

**13.4** The Supplier is liable for any future re-origination or setting costs due to failure to copy the supplied disc or loss of artwork.

**13.5** All proofs must be approved and signed by the relevant The WDC staff.

**13.6** All corrections marked on proofs must be carried out prior to printing.

**13.7** The Supplier will check films and proofs supplied for accuracy prior to printing and notify the relevant The WDC staff of any irregularities.

**13.8** Any additional costs resulting from changes of specification or authors corrections must be immediately notified and agreed with the relevant The WDC staff before commencing production.

**13.9** The Supplier must not add any imprint without prior agreement.

**13.10** All film, discs and artwork will be returned on request clearly marked and in good order.

**13.11** The Supplier is liable for any costs incurred due to any of this material being lost, returned incomplete or damaged.

**13.12** The Supplier must insert the agreed The WDC part number references and revision date on all literature supplied.

## **14. TERMINATION**

**14.1** Without prejudice to any other remedies either party may immediately terminate this Agreement at any time by giving notice in writing to the other if:-

**14.1.2** the other party fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fail to remedy such failure within 14 days of notice in writing (or such longer period as the party giving notice may grant).

**14.1.3** the other party ceases to carry on business in the normal course, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction, or compounds with its creditors generally or has a receiver or manager appointed over all or any of its assets.

**14.2** Without prejudice to any other rights, The WDC may terminate this Contract at any time and for any or no reason upon giving to The Supplier at least one months written notice.

**14.3** Termination by The WDC shall be without prejudice to any rights The WDC may have arising from this Contract or any prior breach hereof, and to any provision of this Contract which expressly or implied have effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

**14.4** For the avoidance of doubt, if this Contract is terminated, without prejudice to any other provision, The Supplier shall not be entitled to payment for any costs incurred or goods or services supplied after the effective date of termination. Neither shall The WDC be held liable for damages howsoever arising or loss of anticipated profits on account of such termination.

## **15. FORCE MAJEURE**

**15.1** No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. Unless otherwise instructed by The WDC, The Supplier shall recommence performance as soon as possible after the Force Majeure has ceased.

**15.2** Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to:- acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of The Supplier's workforce.

**15.3** If any delay or failure in performance, as set out above, persists for 7 days or more, The WDC shall have the right to terminate this Contract by giving 7 days notice in writing to The Supplier and, for the avoidance of doubt, the provisions of clauses 15.3 and 15.4 shall apply.

## **16. ASSIGNMENT**

**16.1** The Supplier shall not assign this Contract or any part thereof without The WDC prior written approval.

**16.2** The WDC shall have the right to assign any or all of its rights and obligations deriving from this Contract to its associated or subsidiary companies without the prior consent of The Supplier.

## **17. SUB-CONTRACTING**

**17.1** The Supplier shall not sub-contract all or any part of its obligations under this Contract (except delivery of goods) without The WDC prior written approval. All sub-contract documents and sub-contractor selection shall be subject to written approval by The WDC prior to award of each sub-contract. No such approval shall create any contractual relationship between The WDC and any sub-contractor.

**17.2** The Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its subcontractors to the same extent as it is for the acts and omissions of persons directly employed by it.

**17.3** The Supplier shall maintain all sub-contract records and documentation, including, without limitation correspondence between The Supplier and its sub-contractors and shall preserve such documents for three years after termination of this Contract. The Supplier shall make such records and documentation available to The WDC as part of The WDC rights of audit under this Contract.

## **18. NOTICES**

**18.1** Any demand, notice or communication shall be deemed to have been duly served:

**18.1.1** If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day service shall be deemed to occur on the next following working day).

**18.1.2** If given or made by prepaid first class post, two working days after being posted.

**18.2** Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of The WDC, at Dillon House, Ballaghaderreen, Co. Roscommon, Ireland (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the Finance Officer.

## **19. INSPECTION AND TESTING**

The Supplier agrees to allow The WDC authorised representatives to visit its premises and any other location which is in any way associated with this Contract to ensure that The Supplier is discharging its responsibilities efficiently and to The WDC satisfaction. Any such inspection or test, or failure to inspect or test, shall not in any way relieve The Supplier from any of its obligations hereunder.

## **20. WAIVER**

**20.1** Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Contract shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**20.2** Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

## **21. SEVERABILITY**

If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

## **22. JOINT AND SEVERAL**

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout these General Terms and Conditions shall include all genders and the plural, and the successors in title to the parties.

## **23. BRANDED STOCKS REMAINING IF CONTRACT TERMINATED.**

If at any point the contract is terminated, for whatever reason, The WDC agrees to purchase branded WDC stocks back from the Supplier up to a maximum of three months stock, the goods will be purchased back at the Suppliers cost price.

## **24. DISCONTINUED OR REDUNDANT STOCKS**

THE WDC will endeavor to give three months notice of discontinuance of any WDC branded items. If it is not possible to give three months notice then The WDC shall pay for the obsolete stock up to a maximum of three months stock, and the price shall be at the Suppliers cost price.

WDC Terms and Conditions  
November 2015