

## Sourcing Team Member and/or Evaluation Team Member Declaration Regarding Conflict of Interest and Confidentiality / Data Protection Undertaking

<b>Name:</b>	<b>Job Title:</b>
<b>Tel:</b>	<b>E-mail:</b>
<b>Organisation &amp; Department:</b>	

**Procurement Project / Exercise:**

### Conflict of Interest

“**Conflict of Interest**” are defined in Regulation 24(2) of the European Union (Award of Public Authority Contracts) Regulations 2016 to include “any situation where a relevant staff member has directly or indirectly a financial, economic or other personal interest which might be perceived to compromise his or her impartiality and independence in the context of the procurement procedure”. By Regulation 24(1), contracting authorities are obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures. To facilitate its compliance with Regulation 24(1).

It is important to note that it is not necessary that a person’s impartiality and independence are actually compromised; a conflict of interest will arise where a person’s impartiality and independence are merely perceived to be comprised. Examples of conflicts of interest include: *(This is not an exhaustive list)*

- Having a financial interest (e.g. holding shares or options) in a tenderer or any entity involved in any tendering consortium
- Having a financial, economic or other personal interest in the outcome of the evaluation of any tender evaluation process
- Being employed by (as staff member or volunteer) or providing services to any tenderer
- Being a member of a tenderer’s management/executive board
- Receiving any kind of monetary payment or non-monetary gift or incentive from any tenderer or its representatives
- Canvassing, or negotiating with, any person with a view to entering into any of the arrangements outlined above
- Having a close member of your family (which term includes unmarried partners) or personal friends who falls into any of the categories outlined above

- Having any other close relationship (current or historical) with any tenderer (It is important to note in this regard that a person's previous relationship with a tenderer which ended badly could be perceived by that tenderer to affect that person's impartiality.)

It is important to emphasise that conflicts of interest are not limited to the examples above and that in considering whether or not there are circumstances which might give rise to a conflict of interest it is not sufficient simply to consider those examples; rather it is necessary to consider whether circumstances exist which could be perceived to compromise your impartiality and independence in the context of the procurement procedure.

It is your responsibility to ensure that any and all potential conflicts of interest are disclosed to the OGP (in writing prior to you becoming involved in the tender evaluation process. The Contracting Authority shall not permit a person to participate in a procurement procedure if that person has a conflict of interest within the meaning of Regulation 24(2) which cannot be remedied. Decisions in respect of conflicts of interest shall be made by the Contracting Authority.

## Confidentiality Undertakings

**"Procurement project / exercise"** encompasses any formal and informal meetings, associated discussions, meeting preparation and follow up or any other activity related to the procurement project and / or exercise.

**"Data"** means all information, facts, data and other matters of which I acquire knowledge, either directly or indirectly, as a result of my activities as an evaluator of any supplier Pre-Qualification Questionnaire or Tender submissions or tender interviews/presentations etc.

**"Personal Data"** means any information relating to an identified or identifiable natural person (a **"Data Subject"**)

**"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Documents"** means all draft, preparatory information, documents and any other material in either paper or electronic form, together with any information contained therein, to which I have access, either directly or indirectly, as a result of my participation in any procurement exercise. Furthermore, any records or notes made by me relating to information or documents shall be treated as Confidential Documents.

**"Evaluation Team"** is the team to carry out the evaluation of proposals received in response to a tender process whereby the team will recommend tenderers for admittance to a Framework Agreement and / or award of contract. The team may consist of staff directly employed by the OGP, staff nominated by other PSB's and external contractors or subject matter experts.

**"Chair of the Evaluation Team"** is the OGP staff member nominated to lead the evaluation process and direct evaluation team members, in an advisory capacity only.

**"Sourcing Team"** means any person, including any OGP staff member, who is part of a sourcing team, and who is involved in one or more of the following: specification design, competition design, setting award criteria and tender evaluation for a particular procurement process.

I understand that I may be invited to participate either directly or indirectly in the procurement exercise and that in doing so I will receive Data, which may include Personal Data, and agree:

1. To treat all Data and documents under conditions of strict confidentiality
2. Not to disclose, make copies of, or discuss any received Data with any person who is not a member of the Sourcing Team (without the prior written approval of the Chair of the Evaluation Team)
3. Not to use (or authorise any other person to use) Data and documents other than for the purpose of my work in connection with the procurement process
4. To process any Personal Data only under the authority of the Contracting Authority and on the instructions of the Contracting Authority, unless required to do so by EU or Irish law
5. To immediately notify **the Information and Data Compliance Officer** at the Contracting Authority if I become aware of any loss or compromise of any Personal Data or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data
6. To return all hardcopy documents to the Chair of the Evaluation Team and delete any electronic form (if any) as soon as the evaluation process is complete

Unless otherwise agreed with the Chair of the Evaluation Team, and subject to relevant legislation, this undertaking applies until the end of the contract, including any contract extensions.

This undertaking shall not apply to any document or information that becomes public knowledge otherwise than as a result of a breach of any of the above undertakings.

**Please complete and sign the following declaration.**

# Declaration

Are you aware of any circumstances which could be perceived to compromise your impartiality and independence in the context of the procurement procedure? Please read the information above concerning conflicts of interest before ticking the boxes marked “Yes” and “No” below

Yes  No

If Yes, please provide details in the box below:

I hereby declare that the above is an accurate and complete declaration of all circumstances of which I am aware which could be perceived to compromise my impartiality and independence in the context of the above procurement process. I undertake to inform OGP of any such circumstances of which I become aware during the lifetime of the procurement process.

By signing this declaration I agree that I will conform to the Confidentiality and Data Protection undertakings as outlined above.

I accept that OGP may take appropriate action in relation to conflicts of interest, including termination of my involvement in the affected procurement procedure or re-assignment of my duties and responsibilities.

*If you become aware of any change to the content of this Declaration, you are obliged to notify the OGP of the change as soon as such information becomes available to you. Any conflict of interest or potential conflict of interest must be fully disclosed to OGP as soon as the conflict or potential conflict becomes apparent.*

Name (Block Capitals)	
Signature	
Date	
Position	