



USER GUIDE

Multi-Supplier Framework Agreement for the Provision of External Workplace Investigations Services

Lot 1 - External Workplace Investigation Services
Lot 2 - External Review Investigation Services

THR036F

This is a Tier 2 Framework

Complexity Level		Timeframe to Contract Finalisation
Tier 1:	Utilities Sign Up	Available immediately
Tier 2:	Direct Drawdown	Available immediately
Tier 3:	Low Complexity Mini-Competition	Up to 10 weeks
Tier 4:	Medium Complexity Mini-Competition	Between 10 and 20 weeks
Tier 5:	High Complexity Mini-Competition	6 months with well-developed specification

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What is a Framework Agreement?

Frameworks are widely used across the Public Sector and increasingly in the Office of Government Procurement (OGP). They are a useful procurement tool for goods and services that you can define and have demonstrated that considerable time and cost savings can be made.

Framework Benefits

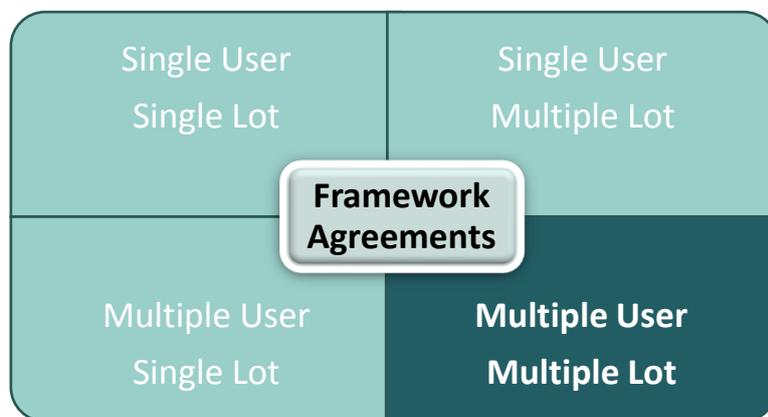
- *Easy access to preselected specialist providers.*
- *Flexibility.*
- *Best practice procurement.*
- *Agreed terms and conditions.*
- *Efficiency.*
- *Value for money.*
- *Quality of service provision.*
- *Value added services.*

A framework is an agreement put in place with a supplier or range of suppliers that enables purchasers to place orders with goods or service providers without running a full tender exercise.

Frameworks are based on large volume purchasing. Aggregating different purchasers' potential needs means individual purchasers can buy goods and services at prices below those normally charged, or with special added benefits and/or more advantageous conditions.

Different types of Frameworks

There are several different types of framework arrangements. The framework agreement for External Workplaces Investigations is a multi-supplier, multiple lot framework – i.e. all Public Sector bodies can use the Framework to procure their External Workplaces Investigations.



Why should I use this Framework?

The main benefits of this Framework Agreement are listed below:

Professionalisation of HR Investigations

During the course of the review of the anti-bullying and harassment policy, A Positive Working Environment, it emerged that the sourcing of investigators has been problematical. In addition it was found that investigations were protracted, sometimes as a result of the investigation being

carried out by a Civil Servant who also had normal duties at the same time. It was therefore recommended when developing the new policy 'Dignity At Work' that external Investigators would be used where investigations are required. The Framework will enable civil service organisations to source appropriately qualified investigators to carry out an investigation in a reasonable time frame in accordance with the Terms of Reference, while ensuring that best value for money is obtained at the same time.

Easy access to pre-selected, specialist service providers

This National level Framework Agreement provides public sector bodies with an easy access route to a pre-selected specialist providers all of whom have been subject to a rigorous procurement process, ensuring the quality of service you require. The pre-agreed terms and conditions offer you contractual safeguards. Terms and conditions are already established and agreed for you and the service provider. This removes the need to re-draft and/or renegotiate terms for each procurement you undertake.

Value for money

The Framework removes the need for you to conduct full tender exercises or lengthy service provider evaluations, saving the time and costs associated with procurement exercises. All invoices will be issued directly to the Framework Client for payment, and all matters relating to payment will be between the Framework Client and the Framework Member.

Quality of service provision

The experience, expertise and commitment to the quality of the service providers on the Framework was assessed at the time of the initial competition.

Supporting Government Policy

Use of the Framework will ensure compliance with relevant EU and national public procurement obligations for Framework Clients with a minimum of administrative effort. The Framework supports the government policy of maximising savings through centralised procurement and provides consistency with the Public Service Reform Plan by driving efficiencies through the application of better business processes achieved by offering a facility, which has already been competitively tendered.

Value added services

The EWIS providers on the Framework also offer Contract Administration and Management Information Reports and a dedicated Key Account Manager will oversee the effective and efficient operation of this Framework Agreement. This includes responsibility for reporting detailed statistical management information reports to both the Clients and the Framework Manager in the OGP, as requested by them, on a weekly basis to show that the service is being delivered to the required standard and is providing value for money.

Confidentiality

In the context of the Services to be provided, Framework Members must be conscious of the significant Data Protection issues involved. In particular, **EU regulation 2016/679** the Protection of Natural Persons Processing of Personal Data - **General Data Protection Regulation (“GDPR”)**.

The Management Information Reports must, at all times, protect the confidentiality of all parties.

What is the duration of the Framework?

The Multi Supplier Framework for the Provision of External Workplace Investigation Services commenced on 30th April 2019 and is initially open for two [2] years. There is an option to extend this term for a period of twelve [12] months, with a maximum of two [2] such extensions available. The term will not exceed four [4] years in aggregate.

- Valid from: 30 April 2019
- Expiry Date: 29 April 2021

Who can use this Framework Agreement?

The Framework is a multi-supplier framework agreement for the provision of External Workplace Investigation Services for Central Government Departments, Offices and non-commercial Agencies and Organisations that employ civil servants as defined in the Civil Service Regulation Act 1956 (as amended) the Services are required pursuant to the Department of Public Expenditure and Reform's (DPER) "Dignity at Work" Policy, An Anti-Bullying, Harassment and Sexual Harassment Policy for the Irish Civil Service¹ and may be used by:

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 184 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and
7. The Defence Forces.

For the wider public sector Framework Clients, specific in-house HR policy and guidelines documents apply.

¹ <http://hr.per.gov.ie/wp-content/uploads/2015/02/here.pdf>

Introduction

Framework Agreement for the Provision of External Workplace Investigations Services

The purpose of this Framework Agreement is to establish a panel of external professional investigators to conduct formal workplace investigation services comprising of complaints regarding bullying, harassment, sexual harassment and disciplinary codes. This framework is divided into two [2] lots. The Services that can be drawn down under Lot 1 are the provision of investigators with appropriate expertise to formally conduct **investigations** of staff complaints of bullying, harassment and sexual harassment. The Services that can be drawn down under Lot 2 are the provision of investigators with appropriate expertise to formally conduct **reviews** of workplace investigations. For Central Government bodies these services are required in accordance with the Department of Public Expenditure and Reform (DPER) "[Dignity at Work](#)" Policy, An Anti-Bullying, Harassment and Sexual Harassment Policy for the Irish Civil Service.

Framework Members are required to assist and support Framework Clients in the implementation of all relevant legal obligations and best practice requirements in an investigation and resolution of staff complaints of bullying, harassment and sexual harassment as well as in cases involving Disciplinary Procedures for the civil service/public body organisations.

The purpose of this Framework Agreement will be to provide external formal workplace investigation services only (**mediation services are NOT included**). The scope of the services available includes:

- (i) workplace relations, in particular matters involving bullying, harassment and sexual harassment;
- (ii) Investigations linked to Disciplinary Code; and
- (iii) Independent reviews of in-house investigations involving (i) or (ii) above, as and when required.

The specific requirements for a Framework Client will be set out by the Framework Client for each Supplementary Request for Tenders, and contracts will be drawn-down on a cascade basis for Lot 1 and a rotational basis for Lot 2 which will be overseen by OGP.

By being admitted into the EWIS Framework Agreement, the Framework Members have satisfied the Contracting Authority in the following areas:

- **Economic and Financial Standing**
- **Technical and Professional Resources**
- **Experience of Workplace Investigations and Case Reporting in relation to Bullying, Harassment, Sexual Harassment or Discipline**
- **Service Delivery**
- **Contract Management**
- **Data Security & Management**
- **Reliability of Service**

Framework Members have provided details for each of their nominated External Workplace Investigators. Full details (including CVs) of the Framework Members nominated external workplace

investigators, were provided for entry onto the Framework, and must be provided to the Framework Client with each Notification to Activate Services Form (NASF) response.

This list of nominated investigators may be updated by the Framework Member from time-to-time. Changes in the identity of any nominated individual workplace investigator provided may not be made without the prior written approval of OGP. No change shall be made to the identity of the nominated investigators without the prior written consent of the Contracting Authority/Framework Client.

The following services are **out of scope** for this Framework:

- (a)** Third Party (external) Complaints against a staff member
- (b)** Complaints relating to the assignment of duties or terms and conditions of employment that do not come under the definitions of harassment, sexual harassment or bullying
- (c)** Complaints that may be dealt with under the Grievance Procedure
- (d)** Third party (external) complaints made against registered professionals, under professional body or representative organisation, including, but not limited to medical, financial, legal, accounting professionals, etc.
- (e)** Mediation services.
- (f)** Protected disclosures.

Who can provide Services under this Framework?

This is a Multi-Supplier Framework Agreement:

5 Framework Members were awarded to Lot 1 and 4 Framework Members Lot 2 of the Framework.

All of the Framework Members listed below in order of rank are experienced providers of External Workplace Investigations and have demonstrated that their Investigators have the required qualifications to provide the services as outlined in the RFT.

Framework Lot 1: Multi-Supplier Framework Agreement for provision of External Workplace Investigation Services	Framework Lot 2: Multi-Supplier Framework Agreement for provision of External Review of Workplace Investigation Services
Raiseaconcern	Raiseaconcern
Acrux Consulting Ltd.	CollierBroderick Management Consultants Ltd.
RSM Ireland	Acrux Consulting Ltd.
CollierBroderick Management Consultants Ltd.	RSM Ireland
Talbot Pierce Consulting Ltd	N/A

How were the service providers chosen?

As part of the procurement and tendering process the successful EWIS providers demonstrated:

- **Economic and Financial Standing**
- **Technical and Professional Resources**
- **Experience of Workplace Investigations and Case Reporting in relation to Bullying, Harassment, Sexual Harassment or Discipline**
- **Service Delivery**
- **Contract Management**
- **Data Security & Management**
- **Reliability of Service**

The successful EWIS providers on the Framework demonstrated that each nominated individual proposed for involvement in the external workplace investigations in accordance with the Framework Agreement.

Evidence was provided of the nominated external workplace investigator(s) educational and professional qualifications, including recognised appropriate professional qualifications with dates obtained together with relevant experience including their curriculum vitae.

Nominated investigator(s) must be a professional with training and experience in workplace investigations. Nominated investigator(s) proposed must have at least five [5] years in a Human Resource or Industrial Relations environment.

Tenderers had to demonstrate that each nominated investigator had successfully completed as lead investigator 2 workplace investigations within the last year.

How do I access services?

Accessing Services in an easy and simple manner is a core design principle of this framework. Accessing services covered by this framework is by direct drawdown for both Lot 1 Cascade & Lot 2 Rotation

In order for this mechanism to work efficiently, you should have a clear understanding of your requirements and specifications.

On each occasion that you propose to draw down services you must first determine that no conflict of interest exists and that the service provider has capacity to commence the investigation, by completing an **EXTERNAL WORKPLACE INVESTIGATION REQUEST FORM** and submitting to support@ogp.gov.ie . Please ensure a digital signature is placed thereon as this document must remain editable for completion by the Framework Member.

This will be sent to the 1st ranked Framework Member to ascertain if there is a Conflict of Interest and if they have capacity to deliver the services. If there is a Conflict of Interest or the Framework Member does not have capacity, then it will be sent on to Framework Member ranked 2, 3, etc. until it is determined that the Framework Member has confirmed no Conflict of Interest and has capacity to deliver the services. The Framework Member will return the completed form within 7 calendar days.

Once a Framework Member has been identified by the OGP HR Category Team, the Framework Client will be notified and they should then complete the **NOTIFICATION TO ACTIVATE SERVICES FORM (NASF) for Lot 1 or Lot 2 - see Appendix 1.**

The completed NASF document must be sent by e-mail directly to the **service provider**, who will in turn confirm acceptance of the request within 7 calendar days.

NOTE: *The Department of Public Expenditure and Reform [Circular 15/2011](#) places certain obligations on Framework Clients with regard to external service delivery. It is the responsibility of any Framework Client, intending to award a Services Contract under this Framework Agreement, to ensure that all relevant obligations in this regard are fully complied with.*

How to complete the Suite of Template Documents for External Workplace Investigations Services

Framework Clients will be required to fully complete the template for each service request. In responding to a service request Tenderers will be required to complete each element of the response document.

The following guidance will assist you to complete the NASF, which is a separate document to this guide. All areas highlighted in red must be completed by the Framework Client in the suite of Template Documents for External Workplace Investigations Services.

How does the pricing work?

The prices in the Framework are ceiling/maximum prices. In order to assist in forecasting potential expenditure on this Framework, the table below provides Median and Maximum hourly rate prices.

LOT 1: EXTERNAL WORKPLACE INVESTIGATION SERVICES (EWIS)		
Hourly Rate External Workplace Investigation Services - Investigator	€ Median Rate	€135.00
	€ Maximum Rate	€150.00
<u>Discounted Hourly Rate for Additional Investigation Hours*</u>	€ Median Rate	€120.00
	€ Maximum Rate	€129.00

* Discounted hourly rates apply for any additional investigative hours required beyond 200 hours for any one investigation, which will then be subject to a discounted hourly rate.

LOT 2: EXTERNAL <u>REVIEW</u> OF EXTERNAL WORKPLACE INVESTIGATION SERVICES (EWIS)		
Hourly Rate External <u>Review</u> of Workplace Investigation Services - Investigator	€ Median Rate	€97.50
	€ Maximum Rate	€165.00

FAQ's

Question 1: How do I set insurance levels?

The types of and levels of insurance required should not exceed the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7m for any one claim or series of claims arising out of a single occurrence. Employers liability cover is not required if the third party is self-employed.
Public Liability	€6.5m for any one claim or series of claims arising out of a single occurrence.
Professional Indemnity	€1.5m for any one claim or series of claims arising out of a single occurrence.
Cyber/Data Liability	€5m for any one claim or series of claims arising out of a single occurrence.

Question 2: How can I manage this contract?

Each supplier has assigned a Key Account Manager to this Framework Agreement. They will be responsible for, among other things, the day-to-day management of the Framework and any Contracts awarded thereunder to ensure that all requirements of the Framework and any Contracts awarded thereunder are delivered to the highest standard.

As part of the performance management of this framework, monthly reports will be provided to individual Framework Clients, which will include the following:

EWIS MANAGEMENT INFORMATION		
1	Service Information	Date Case Opened
		Date Case Closed
		Status (On hold, Mediation, Cancelled, Completed).
		Name(s) of Investigator(s) Assigned
2	Value (€)	Total Billed to Date by Investigator
		Total Workplace Investigation Services by Investigator
3	Hours	Total Billed to Date by Investigator
4	Additional Information	Details of any Relevant Matters or Issues Arising
		Early Warning Reporting for Cases Requiring Extension of Time
		Other Case Management Information as Required by the Framework Client

Appendix 1



Oifig um Sholáthar Rialtais
Office of Government Procurement

Suite of Template Documents External Workplace Investigations Services

Contents	
Section	Element
EXTERNAL WORKPLACE INVESTIGATION REQUEST FORM	
Part A	Contracting Authority Request Form
Part B	Framework Member Response Form
NOTIFICATION TO ACTIVATE SERVICES FORM LOT 1	
Part A	Contracting Authority NASF
Part B	Framework Member Response Form
NOTIFICATION TO ACTIVATE SERVICES FORM LOT 2	
Part A	Contracting Authority NASF
Part B	Framework Member Response Form

CONFIDENTIAL DOCUMENT

This document is considered admissible evidence in a court of law; should a case be taken, this document has potential to be requested under a motion for discovery of documents.

Any stated or implied assertions must be avoided, to maintain neutrality and non-bias of the External Workplace Investigation from the outset.

Neither this document nor any information set out herein shall be regarded as a commitment or representation on the part of the Contracting Authority to develop the specification in a particular way or to enter into a contractual arrangement.

No enforceable commitment of any kind, contractual or otherwise, will arise from this document until the Notification to Activate Services Form (NASF) is activated.

The Minister of Public Expenditure and Reform and the Office of Government Procurement are to be indemnified at all times

PART A – For Completion by Framework Client

External Workplace Investigation Request Form

Contracting Authority	Click here and insert details	
Main Contact Name (HR Manager)	Click here and insert details	
Address of Contracting Authority	Click here and insert details	
Telephone Number	Click here and insert details	
Email Address	Click here and insert details	
Type of Investigation Required	<input type="checkbox"/> Lot 1 New Investigation	
	<input type="checkbox"/> Lot 2 Review of previous Investigation	
Required Number of Investigators: (Mark with an X or insert required number in 'Other')	One [1] investigator required:	<input type="checkbox"/>
	Two [2] investigators required:	<input type="checkbox"/>
	Other number – Enter number:	
	*Is there any gender balance requirement for nominated investigators:	Choose an item.
	*If yes, state gender balance required.	
Lot 2 Only – The name of the company that carried out the initial investigation is detailed in the email to which this is attached.	<input type="checkbox"/>	

*This document must remain as an editable document to enable completion by Framework Member

SIGNED BY THE FRAMEWORK CLIENT

Signature: *Digital Signature where possible	
Block Capitals:	
Position:	
Date:	

PART B - For Completion by Framework Member

LOT 1 - FRAMEWORK MEMBER RESPONSE FORM

The Framework Member <u>DOES NOT</u> have the capacity to deliver the services	<input type="checkbox"/>
The Framework Member confirms that the nominated Investigator(s) below have declared in relation to Conflict of Interest .	Choose an item..
Nominated Lead Investigator Name:	Click here and insert details
Second Investigator Name (optional):	Click here and insert details
Third Investigator Name (optional):	Click here and insert details
The Framework Member confirms the Investigator(s) does not exceed the maximum of five [5] ongoing investigations.	<input type="checkbox"/>

Charges

*Hourly Rate External Workplace Investigation Services - <u>Investigator</u>	Rate up to 200 hours	€
	Discounted rate > 200 hours	€

LOT 2 FRAMEWORK MEMBER RESPONSE FORM

The Framework Member <u>DOES NOT</u> have the capacity to deliver the services	<input type="checkbox"/>
The Framework Member confirms that the nominated Investigator(s) below have declared in relation to Conflict of Interest .	Choose an item..
Nominated Investigator Name:	Click here and insert details

Charges

*Hourly Rate External <u>Review</u> of Workplace Investigation Services <u>Investigator</u>	€
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*Prices quoted by Tenderers cannot exceed the maximum rates quoted for the Framework

SIGNED BY THE FRAMEWORK MEMBER

Signature:	
Block Capitals:	
Position:	
Date:	

NOTIFICATION TO ACTIVATE SERVICES FORM

LOT 1

This is a notice for the purposes of Clause 5 of the Framework Agreement for the provision of External Workplace Investigation Services made between the Minister for Public Expenditure and Reform (“the Contracting Authority”) and [REDACTED] (“the Contractor”) dated 30th April 2019.

The [INSERT FRAMEWORK CLIENT DETAILS] is a Framework Client as set out at clause 5 of the Framework Agreement and in accordance with clause 5 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Services

The Framework Client hereby acknowledges, agrees and confirms that the Services Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the provision of the Services and references to the Client in the Services Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Services Contract and the Confidentiality Agreement applicable to it as if a party thereto.

The Services Contract shall take effect from [insert date] (“the Effective Date”) and shall expire on completion of the services specified in this Notification to Activate Services Form, unless it is otherwise terminated in accordance with the provisions of the Services Contract or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

For the purposes of the Services Contract, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].

The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement.

PLEASE NOTE THAT PART A (FOR COMPLETION BY FRAMEWORK CLIENT) AND PART B (FOR COMPLETION BY FRAMEWORK MEMBER) BELOW SHOULD BE COMPLETED BEFORE THE NOTIFICATION TO ACTIVATE SERVICES FORM ABOVE

PART A - For Completion by Framework Client

INVESTIGATION

1. Contracting Authority	Click here and insert details
2. Main Contact Name	Click here and insert details
3. Address of Contracting Authority	Click here and insert details
4. Telephone Number	Click here and insert details
5. Email Address	Click here and insert details

SCOPE OF THE INVESTIGATION

6. Particular Requirements and References for this External Workplace Investigations Services (e.g. internal policy documents, guidance, protocols, terms of reference, etc).	Click here and insert details	
7. *Required Number of Investigators: (Mark with an X or insert required number in 'Other')	One [1] investigator required:	<input type="checkbox"/>
	Two [2] investigators required:	<input type="checkbox"/>
	Other number – Enter number:	
	*Is there any gender balance required for nominated investigators:	Choose an item.
	*If yes, State gender balance Male / Female	

GENERAL INFORMATION REGARDING INVESTIGATION

8. Additional Information, response deadline, etc.	Click here and insert details	
9. Proposed Start Date for Investigation	Click here and insert details	

CHARGES

Lot 1 - Payment Options for New Investigation	<input type="checkbox"/> Milestones Payment	
	<input type="checkbox"/> Price per hour	

* SECTION 7 MUST BE COMPLETED IN FULL

PART B - For Completion by Framework Member

LOT 1 - FRAMEWORK MEMBER RESPONSE FORM (TO BE RETURNED SIGNED TO FRAMEWORK CLIENT WITHIN 7 CALENDAR DAYS)

The Framework Member <u>DOES NOT</u> have the capacity to deliver the services	<input type="checkbox"/>
The Framework Member confirms that the nominated Investigator(s) below have declared in relation to Conflict of Interest .	Choose an item..

<u>Should a Conflict of Interest arise with the service provider and no suitable alternative personnel be provided, the contract will be deemed null and void, with no recourse against the Contracting Authority.</u>		
Nominated Lead Investigator Name:	Click here and insert details	
Second Investigator Name (optional):	Click here and insert details	
Third Investigator Name (optional):	Click here and insert details	
Note Taker Name:	Click here and insert details	
The Framework Member confirms the Investigator does not exceed the maximum of five [5] ongoing investigations.		<input type="checkbox"/>
Charges		
*Hourly Rate External Workplace Investigation Services - <u>Investigator</u>	Rate up to 200 hours	€
	Discounted rate > 200 hours	€

*Prices quoted by Tenderers cannot exceed the maximum rates quoted for the Framework

ACKNOWLEDGED AGREED AND CONFIRMED for and on behalf of the Contractor:	Dated:
_____	_____
SIGNED for and on behalf of the Framework Client:	Dated:
_____	_____
(being a duly authorised officer)	

5 STEPS

1. Complete by Framework Client
2. Complete by Framework Member
3. Signed by Framework Member (Within 7 calendar days)
4. Signed by Framework Client
5. Returned to Framework Member

PLEASE NOTE THAT THE CONTRACT IS NOT COMPLETE UNTIL ALL 5 STEPS ARE COMPLETED.

NOTIFICATION TO ACTIVATE SERVICES FORM

LOT 2

This is a notice for the purposes of Clause 5 of the Framework Agreement for the provision of External Review of Workplace Investigation Services made between the Minister for Public Expenditure and Reform (“the Contracting Authority”) and [REDACTED] (“the Contractor”) dated 30th April 2019.

The [INSERT FRAMEWORK CLIENT DETAILS] is a Framework Client as set out at clause 5 of the Framework Agreement and in accordance with clause 5 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Services with effect from [insert date] (the “Effective Date”). The Framework Client hereby acknowledges, agrees and confirms that the Services Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the provision of the Services and references to the Client in the Services Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Services Contract and the Confidentiality Agreement applicable to it as if a party thereto.

The Services Contract shall take effect from [insert date] (“the Effective Date”) and shall expire on completion of the services specified in this Notification to Activate Services Form, unless it is otherwise terminated in accordance with the provisions of the Services Contract or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

For the purposes of the Services Contract, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].

The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement.

PLEASE NOTE THAT PART A (FOR COMPLETION BY FRAMEWORK CLIENT) AND PART B (FOR COMPLETION BY FRAMEWORK MEMBER) BELOW SHOULD BE COMPLETED BEFORE THE NOTIFICATION TO ACTIVATE SERVICES FORM ABOVE

PART A - For Completion by Framework Client

REVIEW OF INVESTIGATION

1. Contracting Authority	Click here and insert details
2. Main Contact Name	Click here and insert details
3. Address of Contracting Authority	Click here and insert details
4. Telephone Number	Click here and insert details
5. Email Address	Click here and insert details

SCOPE OF THE INVESTIGATION

6. Particular Requirements and References for this External Workplace Investigations Services (e.g. internal policy documents, guidance, protocols, terms of reference, etc.).	Click here and insert details
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GENERAL INFORMATION REGARDING INVESTIGATION

7. Additional Information, response deadline, etc.	Click here and insert details
8. Proposed Start Date for Investigation	Click here and insert details

PART B - For Completion by Framework Member

LOT 2 FRAMEWORK MEMBER RESPONSE FORM (TO BE RETURNED SIGNED TO FRAMEWORK CLIENT WITHIN 7 CALENDAR DAYS)

The Framework Member <u>DOES NOT</u> have the capacity to deliver the services	<input type="checkbox"/>
The Framework Member confirms that the nominated Investigator(s) below have declared in relation to Conflict of Interest . <u>Should a Conflict of Interest arise with the service provider and no suitable alternative personnel be provided, the contract will be deemed null and void, with no recourse against the Contracting Authority.</u>	Choose an item..
Nominated Investigator Name:	Click here and insert details

Charges

*Hourly Rate External Review of Workplace Investigation Services -
Investigator

€

*Prices quoted by Tenderers cannot exceed the maximum rates quoted for the Framework

ACKNOWLEDGED AGREED AND CONFIRMED
for and on behalf of the Contractor:

Dated:

SIGNED for and on behalf of the Framework Client:

(being a duly authorised officer)

Dated:

5 STEPS

6. Complete by Framework Client
7. Complete by Framework Member
8. Signed by Framework Member (Within 7 calendar days)
9. Signed by Framework Client
10. Returned to Framework Member

PLEASE NOTE THAT THE CONTRACT IS NOT COMPLETE UNTIL ALL 5 STEPS ARE COMPLETED.

Appendix 2

Protocol for External Workplace Investigations

Framework Members will comply with and adhere to this External Workplace Investigations Protocol. An investigation will commence on a date agreed between the Framework Client and Framework Member.

The dates on which meetings are convened and the order within which meetings are scheduled, rests with the investigation team but the sequencing of interviewing a complainants, complainant's witnesses, respondent, respondent's witnesses should be followed.

The investigation will cover the specific complaint/s made against the named respondent/s and will also address any further information/evidence which arises during the course of the investigation but only in respect of the complaint.

A recording secretary shall accompany the investigation team at all investigation meetings.

Interviewing a complainant:

- Interview complainant
- Advise that the investigation will be conducted with due regard to confidentiality.
- Where parties to the investigation are being interviewed, their representative may accompany them at all meetings with the investigation team.
- Ask complainant to identify the name/s and contact details of any witness who has relevant information in relation to their specific complaint/s.
- Forward minutes of the investigation interview to complainant and provide an opportunity to propose specific amendments (to be submitted in writing) on matters of accuracy or fact to the minute.
- The acceptance of any proposed amendments is a matter for the investigation team.
- Forward the final minute of the meeting to the complainant, setting out the basis on which any amendments proposed were rejected.

Interviewing a complainant's witness:

- Invite the nominated witness to a meeting.
- Advise the witness that s/he is entitled to be represented at the investigation interview/s by a work colleague or trade union representative but it would not be appropriate for such an accompanying person to be a party to the investigation or another witness who will also be interviewed or making a statement during the course of the investigation.

- At the meeting, inform the witness that:
 - (i) The investigation will be conducted with due regard to confidentiality
 - (ii) A copy of his/her statement will be furnished to the parties to the complaint.
 - (iii) That s/he should not discuss the details of the complaint investigation or other related matters to the complaint with any other party.

- In setting the background to the complaint, witnesses should only be given sufficient information to allow the investigating team determine what occurred in relation to the allegation.

- Witnesses should be asked:
 - (i) What precisely occurred?
 - (ii) Who was involved?
 - (iii) When the incident/s occurred?
 - (iv) Where the incident/s occurred?
 - (v) Whether there were any other witnesses to the event/s?

- Forward minute of the investigation interview to the witness and provide an opportunity to propose specific amendments (to be submitted in writing) on matters of accuracy or fact to the minute.

- The acceptance of any proposed amendments is a matter for the investigation team.

- Forward, to the witness, the final minutes of the witness' interview, setting out the basis on which any amendments proposed were rejected.

- Witness Conflicting Accounts: Where the investigation team is faced with two conflicting accounts of the alleged incident and where no witnesses are available or where their evidence is not persuasive, the case rests upon which version of events the investigation team considers the more credible. In such instances a rationale must be provided.

- Should the investigation team become aware that any attempt has been made to persuade any witness to change his/her testimony, the matter should be reported immediately to the Contracting Authority. Any such interference is regarded as a serious breach of discipline and will be subject to disciplinary action.

Interviewing a respondent:

- Interview respondent

- Advise that the investigation will be conducted with due regard to confidentiality

- Where parties to the investigation are being interviewed, their representative may accompany them at all meetings with the investigation team.

- Ask respondent to identify the name/s and contact details of any witness who has relevant information in relation to their specific complaint/s.

- Forward minute of the investigation interview to respondent and provide an opportunity to propose specific amendments (to be submitted in writing) on matters of accuracy or fact to the minute.
- The acceptance of any proposed amendments is a matter for the investigation team.
- Forward the final minute of the meeting to the respondent, setting out the basis on which any amendments proposed were rejected.

Interviewing a respondent's witness:

- Invite the nominated witness to a meeting
- Advise the witness that s/he is entitled to be represented at the investigation interview/s by a work colleague or trade union representative but it would not be appropriate for such an accompanying person to be a party to the investigation or another witness who will also be interviewed or making a statement during the course of the investigation.
- At the meeting, inform the witness that:
 - (i) The investigation will be conducted with due regard to confidentiality;
 - (ii) A copy of his/her statement will be furnished to the parties to the complaint;
 - (iii) That s/he should not discuss the details of the complaint investigation or other related matters to the complaint with any other party.
- In setting the background to the complaint, witnesses should only be given sufficient information to allow the investigating team determine what occurred in relation to the allegation.
- Witnesses should be asked:
 - (i) What precisely occurred?
 - (ii) Who was involved?
 - (iii) When the incident/s occurred?
 - (iv) Where the incident/s occurred?
 - (v) Whether there were any other witnesses to the event/s?
- Forward minute of the investigation interview to the witness and provide an opportunity to propose specific amendments (to be submitted in writing) on matters of accuracy or fact to the minute.
- The acceptance of any proposed amendments is a matter for the investigation team.
- Forward, to the witness, the final minute of the witness' interview, setting out the basis on which any amendments proposed were rejected.
- Witness Conflicting Accounts: Where the investigation team is faced with two conflicting accounts of the alleged incident and where no witnesses are available or where their evidence is not persuasive, the case rests upon which version of events the investigator considers the more credible but a rationale must be provided.

- Should the investigation team become aware that any attempt has been made to persuade any witness to change his/her testimony, the matter should be reported immediately to the Contracting Authority. Any such interference is regarded as a serious breach of discipline and will be subject to disciplinary action.

Further Action:

- Only documentation and statements gathered during the course of the investigation which are relevant to the complaint shall be taken into consideration.
- On completion of all interviews, each party to the complaint will be provided with a copy of the minutes of all interviews conducted (including interviews with witnesses).
- As appropriate to determining the facts of the allegation, the investigation team may need to interview other persons named in statements referenced during the course of investigation meetings or indeed re-interview anyone previously interviewed (over the course of investigation meeting/s) with a view to determining a finding on the validity or not, of any allegation.
- If deemed appropriate by the investigation team, meet the complainant in relation to matters arising which require further clarification.
- If deemed appropriate by the investigation team, meet the respondent in relation to matters arising which require further clarification
- If, during the course of the investigation, the investigation team is presented with additional matters relating to the original complaint, the investigation team should notify the parties to the complaint of any such information or evidence and provide an opportunity for the parties to the complaint to respond. No new complaints may be entered into this investigation.
- It is essential that detailed accurate minutes are taken at all investigation interviews conducted over the course of the investigation.
- Prepare final investigation report.

Final Investigation Report

- Once the investigator has gathered all foreseeable relevant information that is available, analysis leading to conclusions must be performed.
- The investigator should assess the credibility of each party and witness, and determine what is more likely to have occurred.

On the findings of fact, the investigator should then determine whether what has happened constitute violations of applicable legislation and/or organisational policy.

- If wrongdoing is found to have occurred, the investigator should make recommendations on the appropriate management response. The report to management, i.e. the client, can then be prepared.

- Investigation reports must include, but is not limited to the following information, as appropriate to the specific circumstances:

- Legal and policy basis of the investigation, as well as applicable professional standards;
- Description of the investigator's engagement and background of the complaint;
- Statement of independence of the investigator;
- Summary of complainant's allegations;
- Summary of respondent's response to allegations;
- Listing of information gathered, including interviews held and documentation reviewed;
- If any witnesses or leads provided by the parties were not interviewed/pursued, an explanation why not;
- Assessment of credibility for each party and witness;
- Investigator's findings of fact;
- Investigators rationale in respect of each element of the complaint and determine whether each element of the complaint is upheld, not upheld or ruled out.
- Investigator's determination of whether wrongdoing has occurred;
- Investigator's recommendations to management;
- Other relevant information.

- The time limits advised with respect to the 90 working days may be extended only in very extenuating circumstances subject to the discretion of the Contracting Authority.

- It will be the responsibility of the Contracting Authority to forward on copies of the final investigation report to the parties to the complain

Contact Us

If you have any questions relating to the **Framework Agreement for External Workplace Investigations**; or any other OGP Frameworks, please contact us at:

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To avail of live OGP contracts/frameworks and find information specific to public service buyers including the Schedule of Frameworks and Contracts and latest news please visit:
<https://bz.procurement.ie/>.

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