

Dated the ~~XX~~^{13th} day of ~~XXXX~~^{November 2018}

THE Citizens Information Board

AND

North Munster MABS CLG

SERVICE LEVEL

AGREEMENT

in relation to the funding and support of
a Regional MABS Service

THIS AGREEMENT made on 13th November 2018.
BETWEEN

- 1) The Citizens Information Board having its principal office at Ground Floor, Georges Quay House, Townsend St, Dublin D02 VK65 (the "CIB"); and
- 2) North Munster MABS CLG a company limited by guarantee and incorporated in Ireland under the Companies Act, 2014 with registered number [629811] and having its registered office at George's Quay House, 43 Townsend Street, Dublin D02 VK65 (the "Company").

RECITALS

- A. CIB is a statutory body whose functions are set out in the Comhairle Act 2000, The Citizens Information Act 2007 and the Social Welfare (Miscellaneous Provisions) Act 2008 and is subject to the Code of Practice for the Governance of State Bodies (2016).
- B. The Company is a "voluntary body" as defined in Section 2 of the Comhairle Act 2000.
- C. The Company is a company limited by guarantee and is or is entitled to be registered as a charity pursuant to the Charities Act 2009.
- D. CIB wishes to support and fund the provision of the Services and the Company wishes to receive such support and funding for the provision of the Services.
- E. This Agreement is entered into to provide for the Funding (as defined) to the Company to facilitate the performance of the Services as specified in Schedule 1 (Service Delivery Specification) in the Area (as defined) on the terms and conditions specified herein.

THE PARTIES AGREE as follows:-

1. DEFINITIONS AND INTERPRETATION

- "Action Plan" means the annual action plan for the Company as more particularly described in clause 4.5 below.
- "Area" means [Counties Clare, Tipperary, Limerick and Waterford].
- "Annual Service Review" means the review as more particularly described in clauses 13.4 to 13.6.
- "Client(s)" means any individual to whom the Company provides a Service in the Area in accordance with this Agreement.
- "Codes of Practice" means the codes of practice for the provision of the Services as amended, revised, modified or replaced from time to time, and any other guidance, circulars, policies, directions, protocols, standards, and any document of a similar nature notified by CIB to the Company from time to time.

"Directors"	means the directors of the Company from time to time.
"Financial Controls"	means the mandatory set of "Financial Controls and Reporting Requirements" for <i>(Insert CIS or MABS) Services in Receipt of a CIB Operational Grant</i> set out in Schedule 2 hereto as amended, revised, modified or replaced from time to time.
"Funding"	means the monies which CIB may from time to time agree to provide to the Company under Clause 6 of this Agreement for application towards the costs of provision of the Services subject to and in accordance with the terms of this Agreement (and any reference to the "Funding" may, where applicable, be a reference to any instalment thereof) and the term "Fund" shall be construed accordingly.
"ICT"	means all Information & Communications Technology including personal computers, laptops, phones, networks, software, printers, corporate applications, email, internet and other technologies.
"Liaison Officer"	means the CIB representative as described in clause 4.7.
"Loss"	includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine.
"Minister"	means the Minister for Employment Affairs and Social Protection or any other Minister within whose remit the oversight CIB may rest from time to time.
"Personnel"	means, in relation to a party, that party's servants, officers, employees, agents, contractors or volunteers.
"Quality Standards"	means the " <i>Citizens Information Quality Service Standards</i> " / " <i>Quality Service Standards for MABS</i> " / " <i>National Standards for Advocacy</i> " as developed, amended, revised, replaced and updated from time to time.
"Regional Manager"	means the senior Company staff member responsible for managing the Company;
"Senior Manager"	means an employee of the CIB working at Principal Officer grade.
"Services"	means the services set out in Schedule 1 (Service Delivery Specification) including services which are incidental or ancillary to such services;
"Strategy Statement"	means the strategy statement for the Company as described in clause 4.4 below.

1.1 In this Agreement, unless the contrary intention is stated, a reference to:

- (a) the singular shall include the plural and vice versa;
- (b) either gender includes the other and the neuter, and vice versa;

- (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a person includes that person's legal personal representatives, successors and permitted assigns;
- (e) time shall be construed by reference to whatever time may from time to time be in force in Ireland;
- (f) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
- (g) 'this Agreement' mean the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document;
- (h) a clause or other provision is a reference to a clause or provision of this Agreement, and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears;
- (i) 'including' means comprising, but not by way of limitation to any class, list or category;
- (j) a law includes any provision of any constitution, statute, statutory instrument, order, by-law, directive, regulation or decision of any governmental entity and any judicial or administrative interpretation of any of the foregoing[, in each case, as amended, revised, modified or replaced from time to time];
- (k) any Irish legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court, governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than Ireland be deemed to include what most approximates in that jurisdiction to the Irish legal or accounting term concerned;
- (l) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form;
- (m) 'business day' shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in Ireland; and
- (n) 'agreed form' means in the form previously agreed by or on behalf of the parties to this Agreement and signed for the purposes of identification by or on behalf of each of them.

2. DURATION OF AGREEMENT

- 2.1** This Agreement shall come into effect on the date first above written, and shall continue in full force and effect for an initial period of 3 years ("Initial Term") unless terminated sooner pursuant to Clause 18 below.
- 2.2** Following the Initial Term, the parties may agree to extend the term of this Agreement by such further period as may be agreed between them in writing. Without prejudice to the foregoing, CIB reserves the right to discontinue funding in case an extension of the term of this Agreement has not been negotiated by the expiry of the Initial Term.

3. PRINCIPLES OF THE AGREEMENT

- 3.1** The CIB hereby agrees to Fund the Company for the provision of the Services subject to the terms and conditions of this Agreement and the Company hereby accepts the Funding and undertakes to apply same exclusively to the provision of the Services.
- 3.2** As a condition to the provision of the Funding and in accordance with the terms of this Agreement, the parties agree that in carrying out their respective obligations under this Agreement, they shall each endeavour, to:
- (a) develop and deliver the Services to a high quality and standard and in compliance with the Quality Standards, Financial Controls and Codes of Practice. The Company shall be responsible for keeping itself apprised of, and adhering to at all times with the latest version of this document.
 - (b) seek to respond to the needs of Clients and to improve accessibility to the Services.
 - (c) pursue a collaborative approach with CIB and with other voluntary, community and statutory service providers and agencies;
 - (d) implement and advance any change and modernisation of *citizens information/ money advice and budgeting service*, as required by the CIB, in line with CIB and Government policy over the course of the duration of this Agreement
 - (e) demonstrate commitment to the principle of accountability, as set out in this Agreement, in relation to the management of public funds and public trust in terms of systems of controls, record keeping, value for money and monitoring and evaluation;
 - (f) respect and comply with the statutory role and regulatory and public accountability responsibilities of the CIB and at all times co-operate fully with the CIB, its staff and Board.

- 3.3 The parties acknowledge that this Agreement is without prejudice to the statutory powers, discretion and rights of CIB in respect of the delivery of the Services. CIB reserves the right to carry out strategic reviews of the provision of the Services from time to time. For the avoidance of doubt, CIB makes no commitment, provides no warranty, representation or guarantee to the Company as to the entry into, expectation of or continuity of provision of the Services or entry into any future arrangement with the CIB.
- 3.4 The Company shall notify CIB immediately in writing upon becoming unable to provide the Services so as to ensure that CIB will be in a position to reallocate the Funding for other purposes or to another voluntary body within the meaning of the Comhairle Act 2000. To the extent the Company's inability to provide the Services is caused by events or circumstances within the Company's or the Directors' reasonable control, the Company, shall immediately repay any Funding received from CIB in advance of the provision of the Services to the extent such Funding has not already been used for the provision of the Services.

4. THE COMPANY

The Company shall:

- 4.1 in performance of the Services, exercise its powers in furtherance of its main object as identified in the Company's Constitution and comply with all applicable laws and regulations, and all decisions, notices, codes and recommendations of any relevant regulatory or government body.
- 4.2 register and remain registered with the Charities Regulator for the duration of the term of this Agreement and shall comply with the Code of Practice for Directors of a CIB Funded Company, and as amended, revised, updated and replaced by CIB from time to time.
- 4.3 establish Local Advisory Committees ("LAC") as described in Schedule 3.
- 4.4 at the commencement of this Agreement and within three months of expiry of the Initial Term or any subsequent term agreed between the parties where the intention is to renew the said term, submit to CIB for its approval a written strategy statement (the "Strategy Statement") which shall set out the following:
- (a) the key objectives of the Company for the Initial Term and/ or such other term as may be agreed between the parties in writing;
 - (b) the outputs expected from the Company's activities during such period;
 - (c) the performance indicators/measures to be used to assess achievement of the Company's objectives during such period; and
 - (d) the proposed use of resources in the implementation of the Strategy Statement.

- 4.5 On 31 January of every year, the Company shall on an annual basis prepare and submit to CIB for its approval a written action plan (the "**Action Plan**") as produced by CIB from time to time substantially in the form attached at Schedule 13, based upon the Strategy Statement, which shall identify the various actions to be taken during the following twelve (12) month period to ensure full implementation of the Strategy Statement. The Action Plan shall be reviewed and updated by the Company on a regular basis during the course of each year to take account of any material changes in the circumstances of the Company and any copy of any update shall be furnished to CIB.
- 4.6 On 01 December of every year, the Company shall on an annual basis prepare and submit to CIB for its approval a written end of year report on the Action Plan (the "**End of Year Report**") as produced by CIB from time to time substantially in the form attached at Schedule 12, which shall report on the implementation of the Action Plan.
- 4.7 The Company acknowledges that CIB relies on the Company's knowledge, experience, expertise and competence in the provision of the Services, and on the accuracy of all statements, reports and returns made by the Company in connection with its obligations pursuant to this Agreement.
- 4.8 A nominated representative of CIB or an officer ("**Liaison Officer**") shall be entitled to attend meetings of the Board of the Company:
- (a) in order to provide support and guidance in relation to the strategy statement, Action Plan and general development of the Company; and
 - (b) to satisfy itself that this Agreement is being adhered to,
and for this purpose, the nominated CIB Liaison Officer shall be included in the circulation of all documents which are being sent to Directors.
 - (c) For the avoidance of doubt, the Liaison Officer shall not be entitled to vote or to influence the Board except to offer support and guidance above.
- 4.9 For the duration of this Agreement, the Company shall be a member of the National Employer/Union Forum or such other Forum with substantially the same objectives as may be advised by CIB from time to time and accepts the Terms of Reference of the Employer/Union Forum as set out in Schedule 4 and as amended from time to time.

5. THE CITIZENS INFORMATION BOARD NON-FINANCIAL SUPPORT

- 5.1 Citizens Information Board agrees (in each case to the extent determined by CIB at its sole discretion from time to time) to provide guidance and non-financial support to the Company for the duration of this Agreement across a range of areas, including the following forms of non-financial support:
- (a) working with the Company with a view to implementation of best corporate governance practices;

- (b) reviewing; approving and/or commenting on the preparation and implementation of the Strategy Statement and Action Plan;
- (c) provision of Human Resource support to the Company in the form of an independent HR advice line for the Regional Manager and nominated Director(s) of the Company and the provision of standardized job descriptions, adverts and contracts of employment and support in the selection and recruitment of the Regional Manager and other positions, on request.
- (d) facilitating access for the Company to the Office of Government Procurement centralized procurement services for the supply of a variety of goods, works and services including advertising, printing, office provisions, telephone, fuel and energy.
- (e) procuring a centralised group insurance scheme for MABS/CIS in accordance with the schedule(s) attached (Schedule 11) and circulated annually to services notwithstanding the Company's own obligation to ensure that the Company has at all times adequate insurance cover and indemnifies the CIB in accordance with clause 11 of this Agreement.
- (f) facilitating of a network system to provide opportunities for the Directors, Regional Manager and other staff to meet with counterparts in other Companies to exchange information on best practice and common areas of interest relevant to CIS/MABS;
- (g) provision of training and information updates to the Regional Manager and the Company and provision and maintenance of an e-learning platform accessible to all staff;
- (h) provision of all ICT which shall remain in the ownership of CIB and to be utilised in line with ICT Acceptable Usage Policy attached in Schedule 7 (and as amended, revised, modified or replaced from time to time by CIB from time to time). CIB will also provide an ICT support helpdesk to support the Company and staff with any ICT related issues.

6. CITIZENS INFORMATION BOARD FUNDING

- 6.1** Subject to CIB's statutory responsibilities and obligations with respect to the provision of the Services generally and to CIB's responsibilities in relation to public funds, and having regard to the level of funding made available to CIB by the Exchequer, the CIB will in its sole discretion decide the Funding to be made available annually to the Company in respect of the provision of the Services and subject to the Company terms of this Agreement.
- 6.2** The Company shall at all times during the course of the Agreement hold a Companies' Registration Office (CRO) number, a valid tax clearance certificate, a registered charity number from the Charities Regulator and a CHY reference number re charitable tax exemption granted by Revenue. Unless otherwise determined by CIB, all payments under this Agreement shall be conditional on the Board having evidence that a valid tax clearance certificate and a registered charity number and CHY reference number is in force at the time payment is due.

- 6.3** All Funding payments under this Agreement shall be conditional on the CIB having evidence of compliance with the obligations under Clause 3.3. above at the time payment is due.
- 6.4** Any funding to be paid by CIB to the Company solely for the purpose of capital expenditure shall be managed under a separate process that is the CIB's Premises Programme. The Company shall not proceed with any capital expenditure or project involving capital expenditure that will or may require assistance (of a revenue nature or otherwise) to be provided, at any time, by the CIB without the express prior written consent of the CIB.
- 6.5** In exceptional circumstances, CIB may agree in writing, in accordance with such terms and conditions as CIB may stipulate, to make additional funding available to the Company for such purposes as may be agreed between CIB and the Company.
- 6.6** The Company shall procure that all works, goods and services sourced or provided in relation to this Agreement are in compliance with the fundamental principles of procurement namely transparency, equality of treatment, non-discrimination, value for money and proportionality and shall generally adopt best practices in terms of procurement including where applicable Public Procurement Law and as outlined in the Financial Controls (Schedule 2 and as amended by CIB from time to time).
- 6.7** The Company shall not take over, purchase, lease, exchange, hire or otherwise acquire any real, leasehold private or commercial property without the prior written approval of CIB or sell or dispose of the undertaking or property of the Company or any part thereof or lease, mortgage, exchange develop, enfranchise, turn to account or otherwise deal with all or any of the property.
- 6.8** All assets of the Company purchased from funding made available by CIB ("**CIB Funds**") shall be maintained in good order, repair and condition. No assets of the Company purchased from CIB's Funds shall be hired out, pledged, mortgaged or charged for financial gain. Where the Company ceases to operate, the Company shall agree with the CIB in advance all matters related to the disposal of all of its assets whether funded by CIB or by other public monies. Where such agreement cannot be reached, the assets in question shall revert to and vest in CIB.
- 6.9** The Company shall comply with the Principles for Grantees (clarity, governance, value for money and fairness) and the disclosure and reporting requirements of the DPER Grants Circular 13/2014: *Management of & Accountability for Grants from Exchequer Funds* and CIB shall be entitled to claw back or offset against future allocation any monies which have been unspent in a period.
- 6.10** CIB, in accordance with its own internal control processes, has the right at all times on reasonable notice to inspect directly or through a CIB appointed auditor the books and accounts of the Company as well as areas of corporate governance, human resources and the systems of internal controls and risk management in place to ensure compliance with the terms of this Agreement.

7. **THE COMPANY PERSONNEL:**

- 7.1 The Company shall ensure that the Company is managed and staffed appropriately in order to satisfy the objectives of the Company as set out in its Constitution and in accordance with the terms of this Agreement to the extent that the employment of any staff member of the Company is dependent on the availability of the Funding. For the avoidance of doubt, the Company shall be solely responsible for any and all Personnel and all costs arising from the employment of the Company's Personnel. The Company hereby acknowledges that the Personnel of the Company are not, nor shall they ever be deemed to be employees of CIB for any purpose or in any circumstances and the Company is solely responsible for discharging all obligations relating to the employment of the Company's Personnel.
- 7.2 The Company shall obtain CIB's prior written consent in relation to:
- (a) the number of individuals to be employed by the Company for the purpose of provision of the Services; and
 - (b) the salary grades of Personnel and the numbers of Personnel in each grade; and
 - (c) the recruitment process, job description and contracts of employment of such Personnel.
- 7.3 The Company agrees the terms and conditions by which Personnel are to be employed as set out in the *Guidelines on Recruitment and Conditions of Employment in MABS* attached in Schedule 5 and as amended and agreed nationally through the Employer/Union Forum and by agreement with CIB and shall follow such guidelines as amended from time to time.
- 7.4 The Company may not pay or subsidise salaries, expenses or other perquisites (including but not limited to, bonus payments and benefits in kind) which exceed those agreed by CIB and contained in the Financial Controls.
- 7.5 To ensure there is an effective monitoring process in place to maintain the funded Personnel (employment numbers, pay costs and contractual commitments) within the agreed levels for the delivery of the Services, the Company shall submit an Annual Staffing Return by the 31st of January each year (Schedule 6) which sets out the numbers employed by the Company and for each employee; name, position, salary grade & increment point, hours of work, gross salary, Employer's PRSI, Employer's Pension contribution, contract type: permanent/ temporary, start and end dates.
- 7.6 The Company agrees it shall employ, contract, engage, or accept, as part of the provision of the Services, only such persons who:

- (a) Possess the appropriate qualifications, experience and skills to perform the duties required of them; and
- (b) Receive appropriate orientation and induction and proper and sufficient training and instruction in the execution of their duties; and
- (c) Receive full and detailed appraisal and support in terms of performance and ongoing education and training in accordance with the performance management and development system in place.
- (d) Comply with the Codes of Practice and Quality Standards applicable to the delivery of the Services.

7.7 The Company agrees that at all times during the term of this Agreement an employee shall be assigned exclusively to the role of Regional Manager for the Company and whose role shall include acting as a liaison between CIB and the Company and participating in meetings with the CIB and responding to requests for information on the affairs of the Company.

8. ICT

8.1 Subject to the availability of resources, CIB will provide an ICT infrastructure (hardware, software, telephony, print management and helpdesk services) which supports service delivery and service management.

8.2 The Company and its Personnel agree to comply with the ICT Acceptable Usage policy as attached (Schedule 7) and amended by CIB from time to time.

8.3 The Company and its Personnel agree to use the *MABS Case Management System / Oyster/ Advocacy Electronic Case Management System* as the primary ICT system for recording of all Client data and support and co-operate with the implementation and recommendations of CIB's Data Strategy.

8.4 In recognition of CIB's obligations in relation to ICT expenditure under relevant circulars issued by, inter alia, the Department of Finance and/or Department of Public Expenditure and Reform, the Company shall not enter procurement of ICT hardware, software, systems or related ICT consultancy services unless and until the proposed expenditure has been approved by CIB in writing.

8.5 CIB reserves the right to audit all ICT case management systems for data integrity.

9. INFORMATION REQUIREMENTS, FREEDOM OF INFORMATION AND DATA PROTECTION

9.1 The Company agrees that it will comply with any written request from the CIB for any information that the CIB considers material to the terms of this Agreement and in line with CIB's statutory right in accordance with Section 1(C) and 1 (D) of the Citizens Information Act 2007. All such requests will have due regard to Data Protection. The Company will supply information arising from such requests to the CIB without limitation; information required by reason of, or relating to or arising out of:

1. Parliamentary Questions
2. Freedom of Information Requests
3. Response to correspondence/complaints from Clients or
4. The compilation of statistical data in relation to the Services or Clients.
5. Any other reasonable request in line with CIB's statutory functions and powers.

9.2 The Company acknowledges that the CIB is subject to the Freedom of Information Acts 1997 to 2014. The Company shall co-operate fully with the CIB in relation to any Freedom of Information requests being dealt with by the CIB and will produce any requested materials promptly to the CIB for consideration and if appropriate, disclosure. CIB shall have no liability for any disclosure made by it in accordance with the requirements of the Freedom of Information Acts and this clause 9.2.

9.3 The CIB acknowledges the value of information sharing and exchange amongst different providers of the same or similar services. The Company agrees to provide relevant information relating to the Services to other CIB funded services.

9.4 Both CIB and the Company shall have regard to their statutory obligations under the Data Protection Acts. In this regard, insofar as the Company obtains and processes personal data relating to Clients or any other persons in the course of the provision of the Services, it shall comply with its obligations as a "data controller" under the Data Protection Acts and with all the rules and policies governing the obtaining, retention, use, disclosure, security and deletion of information as may be set out in the Codes of Practice from time to time.

9.5 As CIB provides the ICT and Client Management Systems for the Company the CIB is deemed to be a "Data Processor" under the Data Protection Acts, the Company therefore agrees to enter into a Data Processing Agreement with CIB in substantially such form as contained in Schedule 8 and incorporated into this agreement by reference here and as amended by CIB from time to time in line with legislation or regulation changes.

9.6 Without prejudice to the generality of the provision of clause 9.4, the Company shall ensure that it has obtained all consents, authorisations and permissions which are required by law to enable the Company to access and disclose any personal data which is sought by CIB for specified purposes (Personnel information, ICT systems and data integrity audits, monitoring, review and evaluation, social policy and research, case studies, investigating client complaints) and to that end must only use the prescribed client authorisation forms as produced and notified by CIB to the Company from time to time and as amended or replaced by CIB from time to time.

9.7 Each party will ensure that any information acquired in or in connection with the performance of its obligations under this Agreement concerning the other or the other's business, affairs, staff or procedures or relating to the provisions of this Agreement and any negotiations or disputes between the parties to this Agreement will be treated as confidential and will not be disclosed to any person, other than a person expressly authorised by either party in writing.

9.8 Either party may disclose information which would otherwise be confidential notwithstanding anything contained in Clause 9.7:

- a) If and to the extent required by law or for the purpose of any judicial inquiry or court proceedings;
- b) If and to the extent of reasons outlined in clause 9.1.
- c) If and to the extent required by any regulatory or governmental authority in Ireland to which that party is subject;
- d) If and to the extent necessary or desirable for the conduct of any mediation pursuant to clause 16, Dispute Resolution;
- e) To its professional advisers, auditors, bankers and insurers on a strictly confidential basis;
- f) If and to the extent the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed; or
- g) If necessary for the CIB to fulfil its statutory object and functions pursuant to the Acts.

9.9 The provisions of this clause 9 shall continue to apply notwithstanding the termination of this Agreement for any reason.

10. INTELLECTUAL PROPERTY RIGHTS, BRANDING & MARKETING

10.1 The Company agrees that all intellectual property rights (including but not limited to copyright, patents, trademarks, service marks, designs and all other registrable and un-registrable intellectual property rights and any applications for registration of such) arising in relation to the provision of the Services pursuant to this Agreement shall automatically vest in CIB. To the extent necessary to vest title in CIB, the Company hereby fully assigns, as a present and future assignment, and conveys to CIB all such intellectual property rights free from all encumbrances and waives all moral rights in relation to such.

10.2 The Company shall, at CIB's request, participate and cooperate with CIB in any marketing or branding strategies or programmes carried out by CIB.

10.3 The Company shall ensure that CIB's name, logo, insignia (as such logo or insignia may be varied from time to time by CIB) and/ or any other identity elements are used at the Company's premises, on its letterheads, stationery and website or otherwise on any material, advertising, marketing, promotion or product owned or controlled by the Company only in accordance with the Identity Elements and Usage Guidelines as attached at Schedule 13 and as amended or replaced by CIB from time to time. Any other use requires CIB's prior written consent.

10.4 The Company shall give full and appropriate recognition to CIB's support of the Company in all announcements, advertising or promotional and other material relating to the activities of the Company.

11. QUALITY STANDARDS, CODES OF PRACTICE & COMPLAINTS

11.1 The Company shall deliver the Services to a high quality and standard as set out in the national Quality Standards and Codes of Practice for the delivery of the Services. The Company will put mechanisms in place to assess quality and standards in the delivery of Services throughout the organisation, in line with best practice.

11.2 The Company shall, where requested by CIB, participate in and contribute to a national working group for the development of the Quality Standards and Codes of Practice for delivery of the Services.

11.3 The Quality Standards and Codes of Practice document will be maintained and available to all CIS/ MABS Personnel on the internal intranet "Infonet". It is up to the Company to ensure all Personnel are trained on and appraised of the most up to date version of the Quality Standards and Codes of Practice document.

11.4 The Company will conduct Client surveys or use qualitative methods for obtaining Client input in the delivery of the Services with a particular emphasis on capturing client outcomes.

11.5 The Company will maintain a complaints policy and procedure in line with the principles of the CIB's Customer Charter and Complaints Procedure as available on the CIB's website.

11.6 The Company agrees to adhere to the Customer Charter and Complaints Procedure and to cooperate fully with the CIB's complaints officer when investigating a complaint made against the Company and in implementing any recommendations on foot of an investigation.

12. SOCIAL POLICY AND RESEARCH

12.1 CIB is committed to its function of supporting the effectiveness of current social policy and social services and to highlight issues of concern to users of those services. To this end the Company will support CIB in data collection, the gathering of social policy information and evidence and in any research initiated by CIB.

12.2 The CIB should be notified of any research being commissioned directly by the Company or of any involvement by the Company in third party research or data sharing with third parties.

12.3 Where a Company commits its own resources to research or social policy reports it should seek approval in writing from CIB in advance and work with CIB's Social Policy and Research team to ensure best practice in research methodology and report writing. Additional resources may be allocated to the Company for social policy and research, at the discretion of CIB.

12.4 CIB funding and support should be acknowledged in all reports published online or in print.

13. MONITORING, REVIEW, AND EVALUATION

13.1 The CIB shall monitor the standard of performance of the Services in accordance with the Quality Standards and by generally accepted best practice and by the key performance indicators as outlined in the Strategy Statement and Action Plan.

13.2 The CIB shall be entitled to inspect and review the performance and provision of the Services by the Company and may on reasonable notice arrange an independent party to audit and review same throughout the term of the Agreement or on Termination.

13.3 Any person duly authorised by the CIB ("Authorised Person") for the purposes of either an evaluation or review under Clause 13.2 may visit any of the Company's premises on reasonable written notice to carry out an audit or review of the provision of the Services and/or may request the provision of documentation or review data maintained on ICT systems. Such audits, reviews and requests for documentation shall include, inter alia, the inspection, monitoring, review and assessment of the Company's premises, facilities, records, equipment, procedures and records (including without limitation Company Personnel records and information and records on Clients. The Authorised Person may also meet with or contact by telephone the Company's Clients and Personnel and seek their review of the Services and may with the permission of the Client observe and review the interaction between the Company Personnel and the Client in the provision of the Services.

13.4 The Company shall cooperate with CIB in a monitoring and review process called the "Annual Service Review" to support and monitor the implementation, review and evaluation of this Agreement.

13.5 The parties to the Annual Service Review shall be the CIB (represented by MABS/ CIS Service Delivery Manager and Liaison Officer) and the Company (which will be represented by the Regional Manager and the Chairperson of the Company).

13.6 The provisions of this Agreement including the Schedules and the performance of the Services shall be reviewed at each Annual Service Review meeting and shall follow the Annual Service Review report template as attached in Schedule 10 and as amended by CIB from time to time and circulated to the Company in advance of the meeting.

14. AUDIT, ACCOUNTING AND REPORTING

14.1 The Company shall maintain proper, regular and up-to-date financial and accounting records in relation to the Company's business and affairs. Such books and records shall be kept by the Company in a safe place during the term of this Agreement and for a minimum period of 7 years thereafter.

14.2 The Company shall provide to Citizens Information Board:

14.2.1 an audited and certified balance sheet and revenue and expenditure account for the Company in respect of each financial year during the term of this Agreement within six months of the end of the financial year to which such accounts relate together with the relevant directors' and auditors' reports thereon;

14.2.2 such other information relating to the activities of the Company as specified in the Financial Controls (Schedule 2) and as amended by CIB from time to time or may be requested pursuant to clause 9.1 of this Agreement.

- 14.3 Any person(s) designated by CIB shall be entitled at any time to enter into any premises of the Company at CIB's expense within normal business hours to examine the books, records, accounts, memoranda, correspondence files, receipts and other documents and data of the Company and shall be supplied with all information (including copies or extracts therefrom) and explanations relating to the business affairs and financial position of the Company as it may reasonably require.
- 14.4 Without prejudice to the foregoing, the Company will provide CIB forthwith with such information relating to the operation of the Company and the income and expenditure of the Company during the term of this Agreement as may be requested by CIB from time to time and as set out in the Financial Controls.
- 14.5 Without limiting the generality of clause 14.4 the Company agrees that CIB shall if the CIB so requests have the right at any time to cause an audit to be made by a firm of professional accountants of CIB's choice of all books, records and other data and material in the possession or under the control of the Company and relating to the Company.
- 14.6 The Company is in receipt of in excess of 50% of its income from public funds and therefore must make available, for inspection, its books and accounts to the Comptroller and Auditor General.

15 INSURANCE

- 15.1 The Company undertakes to effect and maintain at all times during the currency of this Agreement and for a period of 12 months following its termination (at its own expense) such insurance policies in such indemnity amounts and subject to such elements of self-insurance as would be affected and maintained by a prudent service provider in the position of the Company. All insurances required to be effected by the Company shall be effected through or with (as applicable) insurance brokers and insurers of recognised standing. The Citizens Information Board shall be noted as an indemnified party on all policies maintained by the Company pursuant to this clause 15.
- 15.2 The Company shall retain and, when required in writing by CIB to do so, produce for inspection copies of all insurance policies maintained by it in respect of the Company and up-to-date receipts in respect of all premiums paid in relation to such policies.
- 15.3 Where CIB procures, through a collective or group procurement arrangement, an insurance policy offering at least the same level of cover for those same risks as those for which the Company may already have policies in place, the Company shall make arrangements to replace its existing insurance policies with those procured by CIB on expiry of its current policies' term. Copies of the Group Insurance Policies in place as at the date of signing of this Agreement are provided in Schedule 11 hereto. CIB retains the right at its sole discretion to replace or amend Schedule 11 from time to time and to communicate any changes to the Company. The Company shall at all times during the term of this Agreement comply with the terms of the Group Insurance Policies.
- 15.4 The Company shall notify CIB in writing at the earliest possible opportunity, of any claim which it is making or expects or intends to make on any policy maintained by it pursuant to this clause 15, and shall keep CIB informed, in writing, as to the progress of any such claim. Without limitation, the Company shall, if so requested in writing by CIB, provide CIB with copies of documents which are relevant to any such claim.
- 15.5 The obtaining and maintaining by the Company of any of the insurances required under this clause 15 shall not in any way reduce, limit or diminish the Company's responsibilities and/or liabilities arising under or pursuant to the provisions of this Agreement.
- 15.6 The provisions of this clause 15 shall survive the termination and expiry of this Agreement.

16. DISPUTE RESOLUTION

16.1 Both parties to this Agreement commit to resolving any difficulties arising from its implementation by those most directly involved with the issue of difficulty. It is expected that any disputes in relation to this Agreement shall be resolved through direct discussion, in the first instance between the Liaison Officer and Service Delivery Manager representing the CIB, and the Regional Manager and Chairperson representing the Company. Such discussions may take place at the Annual Service Review Meetings or earlier if the ASR meeting has not been scheduled.

16.2 In instances of a difficulty which remains unresolved or is protracted or is of critical significance, personnel from both parties will refer issues to a CIB Senior Manager .

16.3 The CIB Senior Manager will meet with the Chairperson of the Company's Board to discuss resolution of the issue.

16.4 In the event that the issue cannot be resolved fully by written agreement within one calendar month at this level, the matter will be referred to the Chief Executive of CIB.

16.5 Where after the intervention by the Chief Executive, the matter remains unresolved, then the dispute may be referred by the Chief Executive to external mediation. The mediator shall be nominated by agreement in writing within 14 days of commencement of 16.5. Each party agrees to:

- (a) Provide documentary evidence of the issue to the appointed mediator for review,
- (b) The Mediation shall be non-binding unless approved in writing by both the Board of CIB and the Board of the Company,
- (c) Unless otherwise agreed, the mediation shall take place not later than 21 days after the appointment of the mediator.

16.6 A dispute arising out of or in connection with this Agreement shall not prevent or delay in any way performance of its obligations under this Agreement by the Company in accordance with the terms of this Agreement, unless otherwise agreed between the parties, and should a dispute occur, the Company must ensure that the Services to the Clients will not be affected.

16.7 The CIB may refuse to proceed with the dispute resolution process set out from 16.3 onwards if the CIB, acting reasonably, deems the matter to be frivolous, vexatious or an abuse of process and CIB shall notify the Company in writing accordingly.

16.8 The provision of this clause 16 shall be without prejudice to any other rights of the parties pursuant to this Agreement, including any rights to which the dispute being dealt with by either party under clause 16 relates.

16.9 The provisions of this clause 16 shall be without prejudice to CIB's right to terminate this Agreement pursuant to clause 18.

17. PERFORMANCE ISSUES

17.1 First Performance Notice

- a) Without prejudice to any other rights the CIB may have under this Agreement, if, as a result of information received, or audit/inspection undertaken or following an Annual Service Review Meeting or otherwise, the CIB is of the opinion that there may be a potential non-compliance with any of its obligations hereunder or herein provided for ("Non-Compliance"), the CIB may give notice in writing to the Company by issuing a First Performance Notice specifying:
 - (i) the reasons why the CIB has a reasonable concern that the Company is in potential Non-Compliance;
 - (ii) the respect(s) in which the CIB considers the Company is in potential Non-Compliance;
 - (iii) the decision-making process which the CIB will follow in

- determining whether there is Non-Compliance;
- (iv) such steps as the CIB may deem necessary for the Company to take to address the potential Non-Compliance to the satisfaction of the CIB and the time frame for such remedy; and
- (v) any steps which the CIB may take or may require the Company to take, whether under Clause 17.3 or otherwise, and the period or other relevant details in respect of same.

(b) The Company will have 14 days (or such other shorter or longer period as the CIB may specify) from the date of the First Notification Letter, to make written representations to the CIB in respect thereof and/or to address the matters specified in the First Performance Notice.

(C) The CIB shall consider the representations received from the Company and may (in its absolute discretion) meet with the Company to discuss the matter.

(d) Following expiry of the period provided for in clause 17.1(b) and having considered the Company's representations (if any), the CIB shall make a determination as follows:

- (i) if the CIB determines that the Company is not in Non-Compliance it shall so inform the Company in writing; or
- (ii) if the CIB determines that there has been a Non-Compliance but this has been addressed to the CIB's satisfaction then the CIB shall so inform the Company in writing; or
- (iii) if the CIB determines that the Company is in Non-Compliance and that Non-Compliance has not been addressed to the CIB's satisfaction, it may issue a Second Performance Notice, in the terms set out in Clause 17.2 below.

17.2 Second Performance Notice

The Second Performance Notice shall specify:

- (i) the determination of the CIB;
- (ii) the reasons for the CIB's determination;
- (iii) the steps the CIB requires the Company to take (which may include, without limitation, the Company preparing and implementing a plan of action) to address the failure to comply with the First Performance Notice or the Non-Compliance to the satisfaction of the CIB and the period within which they should be taken; and
- (iv) the steps which the CIB is to take or requires the Company to take whether under clause 17.3 or otherwise and the period or other relevant details in respect of same, as appropriate (both the required steps and the time period shall be reasonable in the circumstances).

17.3 Possible Actions where Company has not addressed a Non-Compliance

Where a Company has failed to address a Non-Compliance to the satisfaction of the CIB, whether as identified in a First Performance Notice or Second Performance Notice, the CIB may do one or more of the following:

- (a) where the CIB reasonably believes that the provision of training may assist the Company in addressing the Non-Compliance or maintaining compliance, the CIB may require the Company to ensure that appropriate training is provided to the Board of the Company and/or Company Personnel, at the expense of the Company, as the CIB deems is required to address the Non-Compliance;
- (b) withhold a proportionate percentage of the Funding allocated to the Company in respect of the Non-Compliance until such time as the Company becomes compliant with this Agreement to the satisfaction of the CIB;
- (c) where, in the opinion of the CIB, the Company has failed to observe restrictions imposed on the payment of remuneration to Company Personnel, the CIB may:
 - (i) require any amount up to the amount paid to Company Personnel which is in excess of the relevant CIS/MABS pay scales to be paid to the CIB; or
 - (ii) reduce the Funding provided to the Company by an amount up to the excess amount;
- (d) preclude any consideration of any request from the Company for the provision and funding of Additional Services until such time as the Company addresses the Non-Compliance to the satisfaction of the CIB;
- (e) preclude any consideration of any request from the Company for the provision of any capital funding until such time as the Company addresses the Non-

- Compliance to the satisfaction of the CIB;
- (f) preclude any consideration of any request from the Company for employment of any replacement or additional staff until such time as the Company addresses the Non-Compliance to the satisfaction of the CIB, or
- (g) determine this Agreement in respect of such part of the Services to which the Non-Compliance relates and thereafter withhold the proportionate amount of the Funding relating to those Services.
- (h) may terminate this Agreement in line with clause 18 of this Agreement.

For the avoidance of doubt, the actions listed above are non-exhaustive and shall not limit in any way whatsoever the possible actions which the CIB may request a Company to take to address a Non-Compliance.

17.4 Notices

Any notices served under this clause 17 shall be authorised by the grade of CIB Senior Manager or the CEO.

18. TERMINATION or EXPIRY

- 18.1 Citizens Information Board may terminate this Agreement upon written notice to the Company at any time in the event that:
 - 18.1.1 the Company commits any serious Non-Compliance with this Agreement and fails to remedy such Non-Compliance (if capable of remedy) within thirty (30) days of receiving notice of same from Citizens Information Board or as specified under clause 17 of this Agreement;
 - 18.1.2 the Company provides any information (including in relation to expenditure of the Funding) or report to Citizens Information Board which is incorrect or inaccurate to a material degree or fails to report to Citizens Information Board in accordance with clause 14;
 - 18.1.3 a resolution is passed or a petition is presented (and not withdrawn or set aside within thirty (30) days) for the winding up of the Company other than for the purposes of restructuring or amalgamation while solvent on terms which have been previously approved in writing by Citizens Information Board;
 - 18.1.4 the Company enters into any arrangement or composition for the benefit of its creditors;
 - 18.1.5 an encumbrancer takes possession of or a distress, execution, sequestration or a process is levied on or issued against any of the property of the Company and not discharged within thirty (30) days;
 - 18.1.6 a receiver or examiner is appointed (by Citizens Information Board or any other person) in respect of the whole or any part of the undertaking or assets of the Company;
 - 18.1.7 any security given by any mortgage, charge or other security interest created by the Company becomes enforceable whether or not the mortgagee or chargee takes steps to enforce same;
 - 18.1.8 the Company ceases or threatens to cease to trade or carry on its business or substantially the whole of its business;
 - 18.1.9 the Company is unable to pay its debts as they fall due;
 - 18.1.10 the Company sells, transfers, leases or otherwise disposes of (or purports or attempts to do any of the foregoing) the whole or any part of its undertakings, properties or assets by a single or a number of transactions (whether related or not and whether at the same time or over a period of time) without the prior written approval of Citizens Information Board;

18.1.11 the Company causes or is subject to any event, with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses 18.1.3 to 18.1.10 above.

18.2 In the event that Citizens Information Board terminates this Agreement, any entitlement of the Company to receive any outstanding portion of the Funding shall cease automatically and any such termination shall be without prejudice to the right of the Company to claim a complete or partial refund of the Funding or damages for breach of contract or any of its other rights.

19. ETHICS & CONFLICTS OF INTEREST

19.1 The Company shall ensure that neither it nor any of its Directors or Personnel shall accept any professional or other commitment or engagement during the term of the Agreement which conflicts or might reasonably be expected to conflict with the duties and obligations undertaken by the Company hereunder and/or the business or activities of Citizens Information Board ("**Conflict of Interest**"). The Company warrants that it has disclosed to CIB any such Conflict of Interest as may already be in existence on the date hereof. The Company undertakes that it shall notify CIB of any actual or potential Conflict of Interest arising during the Agreement and that it shall act in accordance with CIB's reasonable instructions in respect of such actual or potential conflicts of interest.

19.2 The Company shall develop a code of conduct for Directors and Personnel and maintain best standards of business ethics to include taking all reasonable steps to prevent Directors, Personnel or agents of the Company from making, receiving, providing or offering gifts of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to this Agreement or for showing or forbearing to show favour or disfavor to any person in relation to this Agreement or for the purpose of influencing individuals, firms or bodies corporate to act contrary to both parties' interests.

20. WARRANTIES CONFIRMATION AND INDEMNITY

The Company hereby warrants to and undertakes with Citizens Information Board that:

20.1 the Company will apply the Funding exclusively for the purposes of the Company and in accordance with this Agreement;

20.2 the Company will not cease or materially reduce the activities of the Company without the written consent of Citizens Information Board;

20.3 the Company will comply with all applicable laws, by-laws, regulations, codes of practice and ethical guidelines in the running of the Company and the carrying out of the Company's duties and obligations hereunder;

20.4 neither the Company nor its employees, servants, agents or sub-contractors will pledge the credit of Citizens Information Board; and

20.5 the Company will indemnify Citizens Information Board from and against any and all liability, loss, costs, claims, expenses or damages resulting directly or indirectly from the Company's operations and/or any breach by the Company of any of the terms, agreements, conditions, warranties or obligations on the part of the Company herein contained.

20.6 the Company hereby confirms that it has considered all of the provisions of this agreement in detail and has been afforded the opportunity to consult with its legal advisers

in respect of same and confirms that it considers the provisions hereof reasonable in all the circumstances.

21 MISCELLANEOUS

- 21.1** Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties and neither party shall hold itself out as the agent for or incur any liability on behalf or in the name of the other.
- 21.2** Each party to this Agreement will pay its own costs of and incidental to the negotiation and execution of this Agreement.
- 21.3** The provisions of this Agreement, and the rights and remedies of the parties under this Agreement, are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity. No exercise by a party of any one right or remedy under this Agreement, or at law or in equity, will (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.
- 21.4** Neither the rights nor the obligations of the Company under or arising out of this Agreement may be assigned, novated, transferred, or otherwise disposed of or subcontracted, in whole or in part, without the prior written consent of Citizens Information Board. CIB may on giving written notice to the Company assign or transfer all or any of Citizens Information Board's rights and obligations under this Agreement.
- 21.5** Termination of this Agreement howsoever caused will not affect any rights or obligations which have accrued prior to the date of termination.
- 21.6** The rights of a party will not be prejudiced or restricted by any indulgence or forbearance extended to the other party or other parties, and no waiver by a party in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by a party in exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy prejudice its further exercise or the exercise of any other right or remedy.
- 21.7** No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.
- 21.8** This Agreement will be binding and ensure for the benefit of Citizens Information Board and the Company and their respective successors and, in the case of Citizens Information Board, its permitted assigns.
- 21.9** This Agreement contains the entire agreement between the parties hereto and contains all terms which the parties have agreed with respect to its subject matter and this Agreement supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the parties.
- 21.10** If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of this Agreement.
- 21.11** The Company acknowledges that it has not been induced to enter into this Agreement by a statement or promise which this Agreement does not contain.

21.12 The Company shall from time to time execute such further assurances and do such things and afford to the CIB such assistance as may reasonably be required for the purpose of giving full effect to the terms of this Agreement.

21.13 This Agreement may be executed in more than one counterpart, each of which constitutes an original.

21.14 Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid post or e-mail addressed to the officers set out below or comparable means of communication to the address of that party specified in this Agreement or to that party's e-mail address thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or facsimile number not so notified. For the avoidance of doubt, the service of any notice of any claim, dispute, termination, breach or legal proceedings in connection with this Agreement shall not be made by e-mail or comparable means of communication. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by facsimile or e-mail upon transmission during normal business hours (otherwise on the next following Business Day), subject to the correct answerback code or facsimile number being received on the transmission report or in the case of e-mail provided the sender has not received notice of failed or delayed delivery.

CIB [*insert notice party detail*]

MABS [*insert notice party detail, e.g. Chair of the Board or Regional Manager*]

21.15 This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of Ireland. The parties hereby irrevocably submit to the jurisdiction of the Irish courts to determine any dispute arising hereunder or in connection with the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first herein written.

SIGNED by *A. Connor*
for and on behalf of
Citizens Information Board
in the presence of;

Diana Luca


DATE: *30.07.2020.*

*(original copy misplaced)
from Nov. 2018*

PRESENT when the common seal of
North Munster MABS CLG

was affixed hereto:

(affix seal here)



DIRECTOR



DIRECTOR/SECRETARY

DATE: 13th November 2018

SCHEDULE 1

Service Delivery Specification for

MABS

10744782

SCHEDULE 2

FINANCIAL CONTROLS

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 3

LOCAL ADVISORY COMMITTEES

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.

SCHEDULE 4

EMPLOYER/UNION FORUM
TERMS OF REFERENCE

TO BE AGREED

SCHEDULE 5

Guidelines on Recruitment & Conditions of Employment in MABS

The document may be amended, revised, replaced and updated from time to time by the Employer/Union Forum with the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.

SCHEDULE 6

ANNUAL STAFFING RETURN

The document may be amended, revised, replaced and updated from time to time by the CIB . The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 7

ICT ACCEPTABLE USAGE POLICY

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.

SCHEDULE 8

CIB DATA PROCESSING AGREEMENT

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 9

CLIENT AUTHORISATION FORM

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 10

ANNUAL SERVICE REVIEW TEMPLATE

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 11

INSURANCE SCHEDULE

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 12

MABS ACTION PLAN

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

SCHEDULE 13

CIB IDENTITY GUIDELINES

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.