



# Supplier Terms and Conditions

## Verify Category A



The terms and conditions set out below apply to the **Supplier's** participation in the **Verify** scheme, through which **Subscribers** qualify **Suppliers** for the provision of products or services critical to health, safety, quality and the environment by means of an evaluation of management systems and on-site verification visits. The **Supplier** will be deemed to have accepted these terms at the time when the **Supplier** submits payment for their **Verify Assessment** to **Achilles**. A contract between **Achilles** and the **Supplier** will not be formed unless and until **Achilles** sends to the **Supplier** an email confirming acceptance of the **Supplier's** application. These terms and conditions shall apply to the exclusion of any other terms and conditions, including without limitation any purchase order or confirmation of order provided by the **Supplier**.

### 1. Definitions

**Achilles** means Achilles Procurement Services Limited.

**Assessment Report** means the written output of the Verify Assessment which will consist of a Management System Evaluation Executive Summary and a detailed Category A Verify Assessment Report.

**Intellectual Property** means all intellectual property rights including copyright (in any software, operational manuals and reports), database rights, neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trademarks, registered and unregistered designs, trade secrets and confidential information.

**Party** means either Achilles or the Supplier, and the term Parties will be construed accordingly.

**Subscriber** means the companies registered as users of Verify, having access to view the Assessment Reports contained within the **Verify** system.

**Supplier** means a supplier, contractor or a service provider who has elected to undergo a Verify Assessment and who is fully registered on the Supply-Line database.

**Supply-Line** means the Achilles supplier management system in Ireland, registration on which by the Supplier is a pre-requisite for participating in Verify.

**UVDB** means the Utilities Vendor Database, a supplier management system operated by an Achilles affiliated company in the United Kingdom.

**Verify** means the common database of Assessment Reports operated by Achilles on behalf of Subscribers, and which is located at [www.achilles.com](http://www.achilles.com).

**Verify Assessment** means an assessment of a Supplier's health, safety, environmental, and quality management systems with the intention of making the results of the assessment (the "**Assessment Reports**") available to Subscribers through Verify.

**Verify Assessor** means an auditor who is assigned by Achilles to conduct a Verify Assessment.

**Verify Assessment Report** means the written output of the Verify Assessment which will consist of a Management System Evaluation Executive Summary and a detailed Category A Verify Assessment Report.

**Verify Questionnaire** means the questionnaire sent out by Achilles to the Supplier to collect information used as the basis of the Verify Assessment.

A **Working Day** means a weekday, excluding Irish public holidays.

### 2. Verify Category A Assessment

A Category A Verify Assessment is the desk based assessment which applies to a Supplier which is a provider of inherently low risk products and low risk services only. A Category A Verify Assessment includes an assessment by the Verify Assessor of the Supplier's completed Verify Questionnaire response as submitted by the Supplier, an outline result of the Verify Questionnaire assessment subject to the condition below, indicating where submission of additional information may be of benefit, plus the provision of a reasonable quantity of guidance via telephone or email, and provision of an Assessment Report via [www.achilles.com](http://www.achilles.com).

Subject to continuing registration by the Supplier on Supply-Line, the results of a Category A Verify Assessment will remain valid for a period of one (1) year from the date of Achilles' receipt of valid payment from the Supplier. On the day after the expiry of the period of validity the Assessment Report will expire unless the Supplier has already made a further payment for a new Verify Assessment.

The following elements are not included in the fees for a Category A Verify Assessment, and will be charged extra if applicable:

- Assessment of additional supporting information submitted by the Supplier after the submission of the Verify Questionnaire. A charge of €50 plus VAT will be levied for each additional submission
- Return back to the Supplier of a questionnaire response for resubmission, or after completion of the Verify Assessment, in which case a review and handling charge of €50 plus VAT will be levied each time.

### 3. Scope of services

Achilles will email a copy of the Verify Questionnaire to the Supplier within three (3) Working Days of receipt of the Supplier's valid payment. A Verify Assessor (or an Achilles administrator) will be allocated to and make contact with the Supplier within eight (8) working days of receipt of payment.

The Supplier must complete and submit a response to the Verify Questionnaire within 6 weeks of dispatch of the Verify Questionnaire by Achilles if an outline result is to be provided to the Supplier by the Verify Assessor. If the initial response submitted by the Supplier is received by the Verify Assessor after 6 weeks of dispatch of the Verify Questionnaire, but within 4 months of Achilles' receipt of the Supplier's payment (in the case of Suppliers new to Verify) or of the Supplier's previous Verify Assessment expiry date (in the case of renewing Suppliers), the response will be considered as a complete response and the results of the Verify Assessment will be published on Verify on the basis of the response received by Achilles by that time. If no response has been submitted by the Supplier by the end of that 4 month period, the Verify Assessment will still be published on Verify indicating to Subscribers that no response was submitted by the Supplier. Where an outline result has been provided by the Verify Assessor, the Supplier has 10 working days from the day after dispatch of the outline result, or until 6 weeks after dispatch of the Verify Questionnaire by Achilles, whichever is the later, to submit additional supporting information for inclusion in the assessment. Additional material received after that period will not be included in the Verify Assessment which will be published on Verify on the basis of the Supplier's prior submission.



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### 4. Fees and Payment

Achilles will charge the Supplier a fee for the Verify Assessments which are to be carried out (including any Fast Track Service), based on the prevailing rates as advertised by Achilles. Assessment Reports will not be uploaded onto Verify if there are any payments outstanding. Under-payments (e.g. where VAT has not been included) will not be accepted and will be returned.

### 5. Transfer of UVDB Verify Assessment Reports

If the Supplier has a current valid Category A Assessment Report uploaded on the UVDB Verify service in the United Kingdom, the Supplier may apply to Achilles to transfer a copy of its UVDB Verify Assessment Report onto the Supply-Line Verify database. Such a transfer will preclude the need for the Supplier to undergo a separate Supply-Line Verify Assessment. Achilles will transfer the Supplier's UVDB Verify Assessment Report if the following conditions are met by the Supplier:

- Provision by the Supplier of a signed "Single Management System" form confirming that the UVDB Verify Assessment Report is relevant to the Supplier's management systems as they apply to its Supply-Line registration;
- Payment in full of a separate transfer fee (at the rates as advertised by Achilles); and
- the Supplier has a current valid Supply-Line registration.

Achilles will transfer the Supplier's UVDB Assessment Report onto Supply-Line Verify, and provide the Supplier with an updated certificate bearing the Supply-Line logo and the expiry date, within ten (10) Working Days of the Supplier meeting the above criteria.

The transferred UVDB Verify Assessment Report will remain valid until either the expiry date written on the transferred UVDB Verify Assessment Report, or the expiry of the Supplier's Supply-Line registration, whichever is the earlier. On the day after the expiry of a period of validity, the Assessment Report will expire unless the Supplier has either:

- Submitted a payment for a Supply-Line Verify Assessment valid for Supply-Line Subscribers, or
- Submitted a payment for the transfer of the most recent and valid UVDB Assessment Report.

### 6. Ownership Rights

The copyright and all Intellectual Property rights whatsoever in the Verify database, all computer programs, user manuals, Achilles sponsored web sites, and other documentation in connection with Verify, Verify Assessments, the Report Template, or the Achilles Portal will remain vested in and be the absolute property of Achilles. The Intellectual Property in the information and other material provided by the Supplier in the course of a Verify Assessment shall, at all times, remain vested in the Supplier.

### 7. Confidentiality

Achilles and the Supplier agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other Party.

from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

This provision shall not apply to (i) any information in the public domain other than in breach of these terms and conditions; (ii) information that is either trivial or obvious or already in the possession of the receiving Party before its receipt from the disclosing Party; (iii) information received from a third party (other than a Subscriber) who is free to disclose the same; (iv) disclosure of information which is required by law or a regulatory body; (v) information developed by one Party independent of the other; or (vi) information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause.

Achilles agrees to ensure that each Verify Assessor undertakes similar terms of confidentiality before being allowed to conduct any Verify Assessments, and that each Subscriber undertakes similar terms of confidentiality before being allowed access to Verify and the Assessment Reports.

### 8. Indemnities

The Supplier shall indemnify and keep indemnified Achilles, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from Supplier's breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

Each Party's aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed €50,000. The Parties will not in any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings. Such agreed limitations on the liability of either Party will not apply in respect of death or personal injury arising from the negligence of either Party, its employees, sub-contractors or agents or in respect of any claims based on fraud.

### 9. General Terms

In undertaking the Verify Assessment and making Assessment Reports available to Subscribers, Achilles provides verification to Subscribers as to whether or not a Supplier has provided evidence of having effective management systems and controls in place in respect of the areas specifically covered in the Verify Questionnaire. Achilles makes no warranties, either to the Supplier or to Subscribers, that a Supplier will always act in a manner consistent with the scores awarded to the Supplier by virtue of the management systems and controls which were in evidence at the time of the Verify Assessment.

The Supplier binds itself to answer the Verify Questionnaire and to provide any relevant supporting materials or documents requested in the course of a Verify Assessment as accurately and completely as possible, such that the completed Assessment Report accurately reflects the status of the management systems and controls put in place by the Supplier at the time of completion of the Verify Assessment.



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The Supplier agrees to maintain the confidentiality of the Verify Questionnaire issued by Achilles. The Supplier agrees to limit distribution of the Verify Questionnaire to individuals in the Supplier's organisation who require access to it for the purpose of completing the Verify Assessment. In addition the Supplier will notify Achilles immediately if it knows or suspects any misuse of or breach of confidentiality relating to the Verify Questionnaire.

The Supplier shall not offer, give or agree to give to the Verify Assessor or any person employed by or on behalf of Achilles any gift or consideration of any kind as an inducement or reward for any act in relation to the performance of the Verify Assessment. Any breach of this condition by the Supplier (or by anyone employed by or acting on their behalf) in relation to the Verify Assessment will entitle Achilles to terminate this agreement with immediate effect. Under such circumstances Achilles will not refund any fees received from the Supplier.

Notwithstanding anything else in these terms and conditions Achilles shall not be liable for any failure in performing any of its obligations under these conditions if such failure is caused by circumstances beyond the control of Achilles, which shall include but not be limited to any Act of God, war, trade dispute, fire, flood, drought, tempest or any other abnormal weather conditions. In all cases Achilles' liability is limited to the value of the standard information material required for completion of the Verify Assessment.

If at any time any one of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. These terms and conditions shall continue in effect until amended by Achilles by written notice.

### 10. Term and Termination

In the event that the Supplier's registration on Supply-Line lapses or is terminated for any reason, the validity of any current Verify Assessments will be deemed to expire on the date of such lapse or termination and all the Supplier's data will be removed from Verify on or shortly after that date. In such a scenario no refund will be made to the Supplier in respect of its Verify Assessments.

The contract shall continue for the period to which the fees paid by the Supplier pursuant to Clause 4 (Fees and Payment) relate and shall terminate automatically at the end of such period, excepting the provisions of Clause 7 (Confidentiality) which shall survive such termination.

Without prejudice to any of Achilles' other rights or remedies, Achilles may remove the Supplier's details (either temporarily or permanently) from Verify and terminate the contract in the event of any actual or suspected breach by the Supplier of these terms and conditions, or any insolvency or other event occurring in respect of the Supplier as a consequence of debt.

### 11. Law and Jurisdiction

These terms and conditions shall be governed by the law of Ireland, and shall be subject to the exclusive jurisdiction of the Irish Courts.