



Supplier Terms and Conditions

Verify Category C



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**. **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 C 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.

Office Visit means a visit by a Verify Assessor to the Supplier's offices to assess the Supplier's management systems.

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

Report Template means the document(s) sent out by Achilles to the Supplier and which is used by the Verify Assessor to collect information during the Office Visit as the basis of the Verify Assessment.

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 Supply-Line.

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

Verify means the common database of Assessment Reports operated by Achilles on behalf of Subscribers, and which is located at 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.

Working Day means a weekday, excluding Irish public holidays, between the hours of 0930 and 1730, with breaks not exceeding in total 1 hour

2. Verify Category C Assessment

A Category C Verify Assessment is generally applicable to Suppliers carrying out medium to high-risk consultancy for the Subscribers.

A Category C Verify Assessment comprises of an Office Visit and a maximum of one single Working Day of Verify Assessor time is allocated for it. Where any additional days for completion of an Office Visit are required for any reason, any additional Verify Assessor time and associated expenses will be chargeable.

The fees for a Category C Verify Assessment do not include any allowance against travel and accommodation expenses incurred by the Verify Assessor in carrying out the Verify Assessment. In circumstances where significant travel and accommodation expenses will be incurred (and as agreed in writing with the Supplier), Achilles reserves the right to charge for additional travel and accommodation expenses in advance of any visit.

Subject to continuing registration by the Supplier on Supply-Line, the results of a Category C 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 a period of validity the Assessment Report will expire unless the Supplier has already submitted a further payment for a new Verify Assessment.

3. SCOPE OF SERVICES

Achilles will email a copy of the relevant Report Template to the Supplier within five (5) 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 date for the Office Visit will be agreed with the Supplier by the Verify Assessor (or an Achilles administrator) and must fall within eight weeks of receipt of payment. In the event that the Verify Assessor and the Supplier are unable to agree a date within the eight week period for whatever reason, Achilles reserves the right to allocate Office Visit date on the Supplier's behalf. In either case the date(s) of the Office Visits will be sent by email to the Supplier and will constitute confirmation of the booked Verify Assessment.

The Verify Assessment must be completed within 6 months of Achilles' receipt of the Supplier's payment (in the case of Suppliers new to Verify) or of the Supplier's Verify Assessment expiry date (in the case of renewing Suppliers). The Verify Assessor may be able to provide an outline result of the assessment of the Supplier's management systems at the close of the Office Visit.

Achilles will complete the Assessment Reports following the completion of the Office Visit, after which it will make the Assessment Reports available to Subscribers by loading them onto Verify. Achilles will confirm to the Supplier by email when the Assessment Reports have been loaded onto Verify.

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 or any other fees as applicable), based on the prevailing rates as advertised by Achilles. Such fee is payable by the methods set out on Achilles' website from time to time.



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The Verify Assessment fees do not include travelling time and expenses to or from locations outside of Ireland for the purposes of any Office Visit. Where such expenses are likely to be incurred, additional charges will be agreed in advance between Achilles and the Supplier.

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. Additional Fees

The following elements are not included in the fees for a Verify Category B2 Assessment, and will be charged extra if applicable:

- Additional days for completion of the Office Visit for any reason, or for significant time spent by the Verify Assessor while not performing an Office Visit (such as excessive travel time), as agreed with the Supplier. These will be charged at the rate of €750 plus VAT per day.
- Fast Track Service: the Supplier may opt to reduce the period required to complete a Verify Category C Assessment by selecting the Fast Track service. Under the Fast Track service, Achilles will endeavour to complete the Verify Assessment process within 10 Working Days of the Office Visit. An additional fee for this service is chargeable by Achilles. The Fast Track service is subject to availability.

6. Cancellation and Rescheduling

The following cancellation or re-scheduling fees will apply in relation Verify Assessments which are cancelled or rescheduled by the Supplier within the given number of Working days of an agreed Office Visit date:

CANCELLATIONS		RESCHEDULING	
0 – 5 Days	100% of fee	0 – 5 Days	50% of fee
6 – 10 Days	75% of fee	6 – 10 Days	35% of fee
11 – 15 Days	50% of fee	11 – 15 Days	20% of fee
16 – 20 Days	25% of fee	15 – 20 Days	10% of fee
21 days or greater	10% of fee	21 days or greater	free

If the Supplier is unable to agree a suitable date for the Office Visit, and fails to complete a Verify Assessment within 6 months of Achilles' receipt of the Supplier's payment (for Suppliers new to Verify) or of the Supplier's Verify Assessment expiry date (for renewing Suppliers), the Supplier's Verify Assessment will be deemed cancelled and the Supplier will automatically forfeit the Verify Assessment fee, and Achilles will delete the Supplier's record from Verify and the Supplier will be required to submit a new application for any subsequent Verify Assessment.

Once an Office Visit has been agreed by the Supplier and confirmed in writing by Achilles or the Verify Assessor, any changes to the agreed Office Visit date by the Supplier will be treated as a cancellation by the Supplier, and the cancellation terms outlined above will apply.

7. Ownership Rights

The copyright and all intellectual property rights whatsoever of all computer programs, user manuals, Achilles sponsored web sites, and other documentation in connection with Verify, Verify Assessments, the Verify 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.

8. 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.

Achilles shall use all reasonable endeavours to protect and safeguard the information provided by the Supplier 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.

9. 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.



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10. 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 that were in evidence at the time of the Verify Assessment.

The Supplier binds itself to answer the questions 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.

The Supplier agrees to maintain the confidentiality of the Verify Report Template issued by Achilles. The Supplier agrees to limit distribution of the Verify Report Template 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 Report Template.

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 or terminated by Achilles by written notice.

11. 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) and 5 (Additional Fees) relate and shall terminate automatically at the end of such period, excepting the provisions of Clause 8 (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.

12. 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.