



**INVITATION TO TENDER FOR
Human Resources Audit Services
Specification No. 001 of 2025**

Required for use by:

TELECOMMUNICATIONS REGULATORY COMMISSION

All Qualifications and other communications must be addressed and returned to:

Mr. Guy L. Malone, Chief Executive Officer

Email: procurement@trc.vg

Telecommunications Regulatory Commission
27 Fish Lock Road, 3rd Floor
Road Town
Tortola, VG1110
BVI

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Confidentiality Statement

All information in this document is provided in confidence for the sole purpose of enabling your firm to provide a tender to the Telecommunications Regulatory Commission of the Virgin Islands (**Commission**) in relation to the goods, services or works outlined in this Invitation to Tender (**ITT**) and shall not be used for any other purpose.

This information shall not be published or disclosed wholly or in part to any other party (including subcontractors) without the Commission's prior written permission and shall be held in safe custody.

These obligations shall not apply to information which is published or becomes publicly known and available.

1. DEFINITIONS

In this ITT, unless the context otherwise requires, the terms listed below shall carry the outlined definition:

“Addendum” means a revision of the ITT Documents issued by the Commission prior to the due date for submitting Tenders.

“Contract” or “Agreement” means a binding written agreement for the solicited Work and/or Services required by the Commission, including purchase orders, containing terms and obligations governing the relationship between the Commission and the Contractor.

“Contractor” means the Tenderer or Respondent that receives an award of Contract or Agreement from the Commission because of this Solicitation.

“HR Audit Deliverables” mean the specific outputs of the HR audit, including reports, action plans and recommendations that assess HR practices, identify gaps, and provide strategies for improvement.

“Tender” means the documents timely remitted by the Tenderer or Respondent, in response to this Solicitation.

“Tenderer” or “Respondent” means all Contractors, Consultants, Organisations, or other entities submitting a response to this ITT.

“Scope of Services” or “Scope of Work” means section 2.2 of this Solicitation, which details the work to be performed by the Contractor or Consultant.

“Solicitation” means this Invitation to Tender document, and all associated addenda and attachments.

“Commission” means Telecommunications Regulatory Commission of the Virgin Islands.

“Work” or “Professional Services” means the provision of professional human resource services provided or to be provided by the Contractor in fulfilling its obligations to the Commission, as more specifically detailed in the Scope of Services.

2. GENERAL INVITATION

2.1 Overview of the Commission

The Telecommunications Regulatory Commission (**Commission**) is a statutory body responsible for regulating the telecommunications sector of the British Virgin Islands. The Commission is also responsible for promoting the development of telecommunications throughout the Virgin Islands (UK). The Commission is governed by the Telecommunications Act, 2006 which was adopted June 2006 and published October 2006 and advises the Minister of Communications and Works on telecommunications policies internationally and regionally and protects the interests of users of telecommunications services. The Commission also establishes and monitors the implementation of national telecommunications

standards and ensures compliance and is responsible for the regulation of licensees and authorisation holders and for ensuring fair competition among licensees and all other operators of telecommunications networks or providers of telecommunications services. The Commission where appropriate, investigates within a reasonable period, complaints by users of their failure to obtain compensation from public suppliers or other licensees in respect of rates, billings and services provided, and to facilitate relief where necessary.

2.2 Purpose of the Invitation to Tender

The Commission seeks to engage a qualified consulting firm or individual to conduct a comprehensive Human Resources (**HR**) audit, focussing on specific areas within the Commission including the office of the Chief Executive Officer. The organisation comprises of nine departments, namely Administration, Compliance, Economics, Executive, Finance, Legal, Human Resources, Spectrum and Technology, with a staff complement of twenty-two. The objective of this audit is to assess current HR practices, identify gaps and propose actionable improvements aligned with the Commission's goals.

Sections for review include:

- Compensation and Benefits
- Staff Efficiency
- Training and Development
- Performance Management
- Succession Planning

Consulting Firms or Individuals with demonstrated experience in these areas, and with an interest in making their services available to the Commission, are invited to respond to this ITT. The selected Respondent(s) (hereinafter "Contractor") awarded a Professional Services Contract shall perform all tasks and functions associated with the Scope of Services as required in this ITT. A template contract is attached to this ITT. If the consulting firm or individual proposes its own contract, a copy must be provided with its submission. Such contract remains subject to agreement with the Commission.

The work contemplated is professional in nature. It is understood that the Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, and will be governed by professional ethics in its relationship to the Commission. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this ITT are confidential in nature and will not be made available to any individual or organisation, except the Commission, without prior written approval from the Commission. Any contract resulting from this document will require the Respondent to execute a non-disclosure agreement, a template of which is attached to this ITT.

2.3 Legislation Compliance

This ITT is issued in accordance with the provisions of Public Procurement Act, 2021 [No 39 of 2021] and the Public Procurement Regulations 2022 [SI No. 72 of 2021] for the procurement of human resources audit services.

2.4 Scope of Services

The Contractor will conduct an in-depth audit of the Commission's HR planning, recruitment, and management processes, and identify key challenges, lessons learned, and recommendations to strengthen the management, practices, and processes and prepare an inception report defining the scope of the audit, data collection and approach. The following are the key components the Commission expects the Contractor to review and provide recommendations where necessary.

2.4.1 Compensation and Benefits

- **Objective:** Assess and enhance the adequacy, competitiveness, and fairness of the Commission's compensation and benefits structure, ensuring alignment with performance and efficiency standards.
- **Tasks:**
 - Conduct a comparative analysis of current salary structures, bonuses, and benefits against industry benchmarks.
 - Develop and propose revised eligibility criteria for compensation and benefits, ensuring alignment with performance and efficiency goals.
 - Provide recommendations on improvements to the compensation framework to enhance employee retention and motivation.

2.4.2 Staff Efficiency

- **Objective:** Evaluate and enhance the Commission's approach to measuring and improving staff efficiency, ensuring that appropriate KPIs and performance metrics are in place to drive productivity and effectiveness. .
- **Tasks:**
 - Develop and review key performance indicators (KPIs) for measuring staff efficiency and productivity.
 - Assess the integration of efficiency metrics into performance evaluations and compensation eligibility.
 - Evaluate how efficiency metrics inform decision-making, including workload distribution, resource allocation, and staff development.
 - Identify and recommend strategies to enhance operational efficiency and streamline processes.

2.4.3 Training and Development

- **Objective:** Evaluate the effectiveness of training programs in enhancing employee skills, professional growth, and compliance with mandatory training requirements.
- **Tasks:**
 - Conduct an assessment of existing training programs to determine effectiveness and alignment with organisational needs.
 - Identify gaps and opportunities for professional development and career advancement.
 - Review and assess the adequacy of mandatory training programs across all levels.

2.4.4 Performance Management

- **Objective:** Evaluate and enhance performance management processes, ensuring goal setting, feedback mechanisms, and efficiency metrics are effectively integrated.
- **Tasks:**
 - Review current performance assessment procedures, including goal setting, performance reviews, and feedback mechanisms.
 - Evaluate the integration of efficiency metrics into performance assessments and recommend improvements.
 - Provide best practice recommendations for refining the performance management system to drive accountability and effectiveness.

2.4.5 Succession Planning

- **Objective:** Develop a structured succession plan to ensure leadership continuity, talent retention, and long-term operational stability.
- **Tasks:**
 - Conduct a needs assessment to identify key roles critical to organisational continuity and growth.
 - Develop a framework for succession planning, including criteria for identifying high-potential employees, leadership development pathways, and transition strategies.
 - Establish mentorship and leadership training initiatives to support employee readiness for advancement.

2.5 Deliverables

The Contractor is required to submit the following HR Audit Deliverables in accordance with the outlined Scope of Services:

- **Inception Report:** A detailed document outlining the audit's objectives, methodology, and scope. This report should:
 - Define the key areas of focus for the audit, including compensation and benefits, staff efficiency, training and development, performance management, and succession planning.
 - Detail the data collection approach, including sources of information and assessment techniques.
 - Provide a timeline and work plan for executing the audit, including milestones and reporting deadlines.
- **Audit Reports:** Comprehensive reports detailing findings, analysis, and recommendations for consideration by the Board of the Commission's consideration. These reports should include:
 - **Compensation and Benefits:** Findings on salary structures, bonuses, and benefits, with industry comparisons and proposed revisions to enhance competitiveness and fairness.
 - **Staff Efficiency:** An assessment of workforce productivity, efficiency metrics, and recommendations for performance-linked improvements.
 - **Training and Development:** An evaluation of existing training programs, identified gaps, and strategies for skill enhancement and career progression.
 - **Performance Management:** A review of performance assessment processes,

feedback mechanisms, and recommendations for strengthening performance evaluations.

- **Succession Planning:** A newly developed succession planning framework, including key role identification, leadership development strategies, and an implementation roadmap.
- **Action Plan:** A structured, actionable roadmap for implementing HR improvements and addressing identified deficiencies. This plan should:
 - Outline specific steps, responsible parties, and timelines for corrective actions.
 - Recommend strategies to improve staff efficiency and optimising HR processes.
 - Establish a monitoring framework to track progress and evaluate the impact of implemented changes.
 - Detail mechanisms for aligning compensation structures with performance and eligibility criteria .
 - Provide guidelines for communication and training to ensure smooth adoption of proposed HR enhancement.

This Action Plan will serve as a roadmap for the Commission in executing HR improvements, ensuring accountability, and measuring success over time .

All reports, data, and deliverables produced by the Contractor in connection with this HR audit shall be considered the sole property of the Commission. The Commission retains full rights to use, modify, reproduce, and distribute any materials generated as part of this engagement. The Contractor agrees not to use, share, or disclose the reports or data without prior written consent from the Commission.

2.6 Timeline

The Contractor is expected to execute and complete all Services between 1st of May 2025 and 30th of June 2025, including the submission of the HR Audit Deliverables on or before 30th of June 2025, subject to agreement with the Commission.

Tenderers are encouraged to include in their tender the time within which they propose to complete the Services, recognising that this is a priority item for the Commission and noting the timeline above.

3. GENERAL INFORMATION AND GUIDELINES

3.1 Deadline and Procedures for Submitting Tenders

To be assured of consideration, Tenders must be received by the Commission **no later than 4:00 p.m. Atlantic Standard Time on the 31st of March 2025.**

The Commission will reject responses delivered after the established deadline stated above

No paper submissions will be accepted as we try to adhere to environmental practices.

Please submit an electronic copy in PDF format sent to Mr. Guy L. Malone, Chief Executive Office to this email: procurement@trc.vg and the email subject line should be marked:

Invitation to Tender (ITT) for Human Resources Audit Services

Specification No. 001 of 2025

The Commission is within its rights to consider a tenderer non-responsive and disqualify a prospective Respondent if it does not follow this format or if the tender fails to include all the requirements of this ITT.

The following requirements must be adhered to when submitting Tenders:

- all Tenderers must comply with these ITT Submission Guidelines & Requirements when submitting a response. Failure to comply with these guidelines and requirements may result in disqualification. The Commission reserves the right to reject any response to the ITT which is not submitted in accordance with the instructions set out in the ITT or delivered after the return date.
- tenders must be signed by a representative that is authorised to commit the Tenderer.
- where documents are embedded within other documents, the Tenderer must provide separate copies of the embedded documents.
- the tenders must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- each tender must be uniquely named or referenced.
- all prices must be quoted in United States Dollars.
- all tenders must be valid for a minimum of 90 days from the submission deadline.
- all required documents must be submitted with the tender including: (i) Completed ITT Preparation Form (Annex I) and the documentation listed in Annex I.
- tenders must be received by the Deadline to be considered.

The Commission has provided a draft Non-Disclosure Agreement in Annex II and a draft Professional Services Contract in Annex III. The Tenderer must indicate in its submission its acceptance of the terms in both documents, acknowledging that, if awarded the contract, it will be required to execute both agreements.

3.2 Requests for Clarification

Any enquiries or requests for clarification of any matters arising from this ITT should be sought from Mr. Guy L. Malone, Chief Executive Officer at the Commission via email to: procurement@trc.vg.

All requests for clarification must be submitted to the Commission in writing prior to the deadline for submission of tenders, as stipulated by this ITT. The Commission will respond to all requests for clarification within a reasonable time period, to enable the Tenderer to present its submission in a timely manner.

The Commission will communicate the clarification to all Tenderers to which the Commission has provided the ITT, without identifying the source of the request.

4 PREPARING TENDERS: REQUIRED INFORMATION

Each Tender must contain all the following documents and must conform to the following requirements.

4.1 Format of Tenders

Tenders must be prepared on 8 ½" X 11" letter size paper.

Each page of the Tender must be numbered in a manner to be uniquely identified. Tenders must be clear, concise and well organised.

4.2 Tender Document Instructions

The submitted written tender must utilise the following format and content detail. Tenders shall be prepared so that responses are specifically identified in the same order as the requested information identified below. Failure to comply with the instructions of this ITT may be cause for rejection of the non-compliant tender.

4.3 Cover Letter – (Mandatory)

Respondent must submit a cover letter signed by an authorised representative of the entity, committing Respondent to provide the Services as described in this ITT in accordance with the terms and conditions of any contract awarded pursuant to the ITT process. The cover letter must:

- Indicate the number of years the company and/or Individual has been in the business and provide an overview of the experience and background of the company and/or Individual and its key personnel committed to providing Services. For Individuals, an up-to-date Resume will suffice.

Additionally, the cover letter must include, as an attachment, the ITT Preparation Form at Annex I specifying:

- Tenderer's Name or Registered Name, in the case of a company.
- Tenderer's Country of Incorporation.
- Tenderer's Year of Business Formation or Incorporation in the case of a company.
- Tenderer's Address or Registered Address, in the case of a company.
- Tenderer's Authorised Representative (Name, Position/Title, Address, Telephone Number(s), and Email Address.
- Certified True Copies of Trade Licence, Certificate of Incorporation (if applicable), Certificate of Good Standings from Inland Revenue, Social Security and National Health Insurance and, in the case of a company, a Board Resolution authorising the Tenderer's representative to submit the quotation on behalf of the company.

4.4 Executive Summary

Respondent must provide an executive summary which explains its understanding of the Commission's intent and objectives and how their Tender would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully conducting the **Human Resources Audit** for the Commission; capacity to perform satisfying the scope of services in the ITT and any additional factors for the Commission's consideration.

4.5 Company Profile Information

Respondent must provide a brief history and description of their business and its performance experience in Human Resource Audit Services.

Professional Qualifications & Experience

Respondent must provide a summary of individuals who will be dedicated to the Services. For each key person identified, Respondent must provide the following information:

- Areas of expertise and areas for prime responsibility for various aspects of the Services.
- Resumes or corporate personnel profiles with experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this ITT.

4.6 Human Resource Audit Approach

Respondent must describe the methodology for providing the services solicited by this ITT. Respondent should set forth a work plan, including the timeframe required for completion of respective tasks and the expected outcome.

4.7 Cost Analysis/ Pricing

Respondent must provide a cost analysis and/or pricing for the scope of services described in this ITT.

5 EVALUATION AND CONTRACT AWARD PROCESS

5.1 Evaluation Criteria

The successful tender shall be determined based on the following evaluation criteria:

5.1.1 Price (Weight: 15%)

- Competitive pricing for the audit services in line with market rates.
- Breakdown of costs, including professional fees, administrative expenses, and any additional charges.

5.1.2 Time for Completion of Services (Weight: 15%)

- Ability to complete the audit within the specified timeframe.
- Phased approach to deliverables, ensuring timely reporting and recommendations.

5.1.3 Characteristics of the Subject Matter (Weight: 30%)

- Methodology for assessing compensation structures, staff efficiency, training programs, and performance management.

- Quality and depth of analysis, including benchmarking against industry standards.
- Consideration of organisational culture, legal compliance, and best practices in HR management.

5.1.4 Terms of Payment and Guarantees (Weight: 5%)

- Payment terms and conditions.
- Assurance of data confidentiality, non-disclosure agreements, and ethical handling of employee information.

5.1.5 Experience, Reliability, and Professional Competence (Weight: 30%)

- Proven track record in conducting HR audits for similar organisations.
- Qualifications, certifications, and expertise of the audit team.
- Demonstrated ability to provide actionable recommendations that drive organisational improvement.

5.1.6 Additional Considerations (Weight: 5%)

- Compliance with local labor laws and regulatory frameworks.
- Inclusion of country-specific considerations, such as local workforce development initiatives.
- Alignment with national policies or any prescribed preferences for local firms.

5.2 Contract Award Notification

Once the Commission has reached a decision in respect of the contract award, it will notify all Tenderers of that decision.

6 ADDITIONAL DETAILS OF THE ITT PROCESS

6.1 Contract Solvency and Competence

The Contractor shall be financially solvent and competent to perform the services required under this ITT. If the Contractor is a joint venture, each of its members, employees, agents, or subcontractors of any tier must also be competent to perform the required services. Any Tenderer that is found to be insolvent, in receivership, bankrupt, or wound up, or subject to any legal proceedings for any of these reasons, shall be disqualified from the procurement process. Additionally, the Contractor must not have its business activities suspended or be subject to any other disqualification as detailed below.

6.2 Commission's Rights to Reject Tenders

The Commission reserves the right to reject all Tenders that:

- Do not conform to the requirements set forth in this ITT, or
- Do not contain at least the information required by this ITT, including but not limited to the qualifications of the Tenderer as set out in the Policy.

6.3 Disqualification for Inaccurate Information

If a Tenderer's qualifications information is determined to be untrue, misrepresented, inaccurate, or incomplete, the **Commission** shall disqualify the Tenderer from participating in the procurement process.

6.4 Additional Disqualification Criteria

A Tenderer participating in the procurement process shall be disqualified if:

- They are convicted of any criminal offence related to professional misconduct, making false statements, or misrepresentations regarding their qualifications, or are otherwise disqualified by debarment proceedings;
- They are not current on taxes, social security, national health insurance, corporate registration, or other government payments;
- They are found to have aided, abetted, incited, or coerced any act prohibited under applicable laws.

6.5 No Liability for Costs

The Commission is not responsible for costs or damages incurred by Respondents in connection with the ITT process, including but not limited to costs associated with preparing the Tender and/or participating in any conferences, oral presentations or negotiations.

6.6 False Statements and Penalties

Any person who knowingly makes a false statement of a material fact to the Commission in violation of any statute, ordinance or regulation, or who knowingly falsified any statement of a material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of a material fact made in connection with a bid, or tender, is liable to the Commission for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the Commission sustains because of the person's violation of this section. Any person who aids, abets, incites, compels or coerces the doing of any act prohibited shall be liable to the Commission for the same penalties for the violation.

6 DISCLAIMER

The Commission reserves the right to reject any or all submissions, modify or cancel the ITT, or request additional information without prior notice. Participation in this ITT does not guarantee any contract award.

This ITT and any of the information set out or referred to in this ITT shall not form the basis of any contract. The successful Tenderer shall be required to enter into a Contract with the Commission, acknowledging that it has not relied on, or been induced to enter into such an agreement by, any representation, warranty, assurance or undertaking save as expressly set out in that agreement.

The Commission will not in any circumstances be liable for any Tenderer's costs, expenditure, work, or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the Commission.

The Commission further reserves the right to:

- waive or alter the requirements of this ITT as necessary, without providing prior notice to Tenderers.
- seek clarification or request additional documentation from any Tenderer regarding their submission.
- withdraw this ITT at any time, or to reissue it on the same or any alternative basis; and elect not to award any Contract as a result of this procurement process.

7 ANNEXES

Annex I: ITT Preparation Form

Annex II: Non-Disclosure Agreement (NDA)

Annex III: Draft Contract

Annex I: ITT Preparation Form

ITT Reference Number: Specification No. 001 of 2025

ITT Title: Human Resources Audit Services

	Tenderer's Information
Tenderer's Name or Registered Name, in the case of a company:	[Insert Name]
Tenderer's Country of Incorporation:	[Insert Country]
Tenderer's Year of Business Formation or Incorporation, in the case of a company:	[Insert Year]
Tenderer's Address or Registered Address, in the case of a company:	[Insert Address], [City, Country, Postal Code]
Tenderer's Authorised Representative (Name, Position/Title, Address, Telephone Number(s), Fax Number(s), Email Address:	[Insert Name],[Insert Position/Title], [Insert Address], [City, Country, Postal Code] [Insert Telephone Number(s)],[Insert Fax Number(s), if applicable], [Insert Email Address]

Required Documentation

The following documents must be attached to this form:

3.1 Certified True Copy of Constitutional Documents of the Tenderer:

- Trade Licence, Certificate of Incorporation (if applicable), and other relevant corporate documents

3.2 Certificates of Good Standings from Inland Revenue, Social Security and National Health Insurance

3.3 Board Resolution (for companies):

A certified copy of the board resolution authorising the Tenderer's representative to submit the quotation on behalf of the company.

Declaration

I, the undersigned, certify that the information provided in this ITT Preparation Form is true and correct to the best of my knowledge and belief. I understand that any false or misleading statements may result in the disqualification of our tender.

Name of Authorised Representative:

[Insert Name]

Signature of Authorised Representative:

[Insert Signature]

Date:

[Insert Date]

Annex II: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (**Agreement**) is entered into on this _____ day of [MM] [YYYY] (**Effective Date**),

BETWEEN: The **Telecommunications Regulatory Commission (Commission or Disclosing Party)**, a statutory body established in accordance with the Telecommunications Act, 2006 (as amended) law of the Virgin Islands, having its principal office at 27 Fish Lock Road, LM Business Centre 3rd Floor in Road Town, Tortola, VG1110 British Virgin Islands;

AND: [Receiving Party/Company's Name] (**Receiving Party**), having its address at [FULL ADDRESS], (each referred to as a **Party** and, collectively, as the **Parties**).

WHEREAS _____ [Disclosing Party] and _____ [Receiving Party] agree to enter into a *Non-Disclosure Agreement* to prevent the unauthorised disclosure of proprietary and confidential information.

WHEREAS _____ [Disclosing Party] and _____ [Receiving Party] have entered into an agreement for the purposes of enabling the Receiving Party to [transaction – conduct a human resources audit] as a contractor for the Disclosing Party (**Transaction**). The engagement regarding the Transaction is contained in a separate agreement between the Parties.

IT IS HEREBY AGREED:

1 Background

- (a) [Receiving party] intends to receive confidential information from [Disclosing Party] regarding the [transaction – human resources audit], as detailed in an agreement dated [dd] [mm] [yyyy] (**Service Agreement**).
- (b) The confidential information to be disclosed under this Agreement shall include, but not be limited to, [type of information to be disclosed – e.g. human resources and sensitive employment data].
- (c) The Parties have agreed to comply with this Agreement in connection with the disclosure and use of confidential information.

2 Term

This Agreement is effective from [Effective Date or DDMMYY] until [DDMMYY – 5 years later] (**Agreement Term**). The nondisclosure provisions in this Agreement shall survive and remain in force

after expiration of the Agreement, and the [Receiving Party's] obligation to keep Confidential Information in confidence will remain in effect until the Commission releases the [Receiving Party] from the Agreement in writing or the Confidential Information ceases to qualify as confidential or a trade secret.

3 Definition of Confidential Information

For the purpose of this Agreement, Confidential Information shall include all information or material that has the potential to be useful or valuable commercially for the Disclosing Party's business and regulatory functions. If Confidential Information is in written form, the disclosing party must mark or stamp the material with the word "Confidential" or a similar warning. If the Confidential Information is communicated orally, the Disclosing Party must promptly notify the Disclosing Party in writing that the oral communication is confidential.

4 Exclusions from Confidential Information

The obligation of confidentiality with respect to Confidential Information will not apply to any information if:

- (a) The information becomes publicly known and available without resulting from any prior unauthorised disclosure by [Receiving Party] or any of its representatives.
- (b) The information is or was received by [Receiving Party] from a third-party source which, to the knowledge of [Receiving Party] or its representatives, is or was not under a confidentiality obligation to the [Disclosing Party] regarding such information.
- (c) The information is disclosed by the [Receiving Party] with the prior written permission and consent of the [Disclosing Party].
- (d) The information was independently developed by the receiving party prior to disclosure by the [Disclosing Party] without use of or benefit from the Disclosing Party's Confidential Information.
- (e) The [Receiving Party] or any of its representatives is required to do so by applicable law, a court of competent jurisdiction, governmental or regulatory authority, or by subpoena or discovery request in pending litigation, but only to the extent required by law. The [Disclosing Party] must be notified in writing of this fact prior to disclosure in order to allow for appropriate protective measures or relief to be sought to prevent or limit such disclosure. In the absence of any such measures or relief, the [Receiving Party] or its representative may disclose only those portions of the confidential information that are required to be disclosed by law.

5 Obligation to Maintain Confidentiality

- 5.1 [Receiving Party] and its representatives agree to retain the Confidential Information of the Commission in strict confidence, to protect security, integrity, and confidentiality and to not permit unauthorised access, use, disclosure, publication, or dissemination except in accordance with this Agreement or compelled by Law.
- 5.2 [Receiving Party] and its representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of Confidential Information received by the Commission using a reasonable degree of care as safeguarding its own Confidential Information.
- 5.3 Upon the termination of this Agreement the [Receiving Party] will ensure that all documents, memoranda, notes and other writings or electronic records prepared or reflect any Confidential Information are returned to, or destroyed as directed by, the Commission.
- 5.4 In the event of an unauthorised disclosure or loss of any Confidential Information by the [Receiving Party] or any of its representatives, [Receiving Party] will expeditiously, at its own expense, inform the Commission in writing and take all actions as may be fundamental or sensibly possible to or reasonably requested by the Commission to minimise any possible damage or loss caused by the disclosure.

6 Force majeure

- 6.1 Neither party shall be liable for any damage or loss suffered by the other party as a result of force majeure affecting the implementation of contractual obligations. For the purposes of this Agreement, Force Majeure is defined as any event that is beyond the reasonable control of the party sustaining the event and which could not be foreseen when the agreement had been concluded or could not be prevented after occurrence, such as acts of God, hurricanes, earthquakes, riots, and pandemics.
- 6.2 The Party claiming to have sustained force majeure shall notify the other party within seven (7) days of the event, along with any supporting documents to identify the force majeure event.

7 Representations and Warranties

[Receiving Party] represents and warrants that it will take reasonable steps to ensure representatives adhere to the provisions of this Agreement and will be held liable for any breach of this Agreement committed by its representatives.

8 Conflict of Interest

The [Receiving Party] represents and warrants that the [Receiving Party] has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any Conflict of Interest arises under this Agreement, the [Receiving Party] shall immediately inform the Commission in writing of such conflict, in accordance with clause 10 of this Agreement.

For the purposes of this Agreement, Conflict of Interest is defined as where the responsibilities of the [Receiving Party] are, or could be, affected by some other personal or financial interest or duty that the

[Receiving Party] has in relation to a particular matter or person. This includes actual, potential or perceived conflicts of interest.

9 Cyber Security

The [Receiving Party] shall ensure that all of its information technology systems and websites are operated and maintained in compliance with a reasonable cyber security policy or procedure to detect, prevent and respond to cyberattacks. The [Receiving Party] agrees that it will promptly notify the Commission of any cybersecurity breach which may affect the confidentiality or otherwise compromise the business and regulatory affairs of the Commission under this Agreement.

10 Notices

Any notice or delivery under this Agreement will be deemed effective if delivered to the Parties at the address listed above in this Agreement or, by email, to [insert name] via [insert email] for the Commission or [Contact Name for Receiving Party] via [insert email for Receiving Party] for the [Receiving Party]. The primary form of communicating any notification or notice relating to this Agreement shall be exchanged between the Parties by way of electronic mail.

11 Binding Effect

This Agreement is binding on the Parties and upon their heirs, agents, executors, and assigns.

12 Settlement of Disputes

In the event of a dispute between the Parties on the interpretation or implementation of the provisions of this Agreement, the Parties shall use their best efforts to resolve such dispute amicably and expeditiously, and in any event, within thirty (30) days from the date on which either party notifies the other party thereof. If the dispute is not resolved by the Parties themselves, the dispute shall be referred to arbitration in accordance with the Arbitration Laws of the British Virgin Islands.

13 Remedies

The [Receiving Party] agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will result in irreparable damages for which: (a) damages may not be sufficient compensation for the breach of this Agreement; (b) the Commission may be entitled to specific performance and injunctive relief and other reasonable relief in the event of such breach; (c) such remedies are not the exclusive remedies for such breach, but are in addition to any other remedies required by law or in equity; and (d) in any litigation related to this Agreement, if a court of competent jurisdiction finds in a final judgment that the [Receiving Party] or any of its representatives breached this Agreement, the [Receiving Party] shall be liable for reasonable attorney fees and cost incurred by the other party in such litigation, including but not limited to appeals.

14 Entire Agreement

The [agreement dated [dd] [mm] [yyyy]] shall constitute an integral part of this Agreement, all of which shall be a reference upon the application and the interpretation of its terms. If there is a conflict between the [Service Agreement] and the provisions of this Agreement, the provisions of the Agreement shall prevail. Any prior understanding or representation of any kind preceding the date of this Agreement are hereby superseded. Any changes or additions to this Agreement must be agreed to in writing by the Parties.

15 Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

16 Applicable Law and Severance

This Agreement shall in all respects be governed by, construed, and take effect in accordance with the Laws of the British Virgin Islands. The terms of this Agreement are severable and if any term or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof.

17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Guy L. Malone,)
Chief Executive Officer)
For and on behalf of)
Telecommunications Regulatory Commission)

Witness:

[Contact Name],)
[Owner])
For and on behalf of)
[Company Name])

Witness:

Annex III: Template Contract

[PROFESSIONAL SERVICES] CONTRACT

This [Professional Services] Contract (**Contract**) is made effective on this _____ day of [MM] [YYYY] (**Effective Date**),

BETWEEN: **Telecommunications Regulatory Commission (Commission)**, a statutory body established in accordance with the Telecommunications Act, 2006 (as amended) law of the Virgin Islands, having its principal office at 27 Fish Lock Road, LM Business Centre 3rd Floor in Road Town, Tortola, VG1110 British Virgin Islands;

AND: **[Company Name] (Vendor)**, having its address at [FULL ADDRESS], (each referred to as a **Party** and, collectively, as the **Parties**).

WHEREAS [Vendor] is a business that provides [description e.g., human resources] services and the Commission wishes to engage the services of the [Vendor] to provide [description e.g., human resources audit] services to the Commission.

WHEREAS [description].

IT IS HEREBY AGREED:

1 Scope of Work

The [Vendor] agree to provide the following services during and, in accordance with, the Contract terms:

- a) [text]
- b) [text]
- c) [text], (**Services**)

2 Contract Term

This Contract is effective from [Effective Date or DDMMYY] until [DDMMYY] (**Contract Term**).

3 Contract Value

The value of the Contract is USD [amount] per [month], excluding all costs and expenses incurred by the [Vendor] in the performance of the Services of this Contract (**Services Fee**). The Commission shall not reimburse the [Vendor] for any other expenses incurred during the execution of the Services under this Contract. The value of this Contract shall remain fixed throughout its duration, and the [Vendor] may not ask for an increase of such rates regardless of any reason and circumstance.

4 Payment Method

The Services Fee shall be invoiced at the end of each month and paid by the [fifth (5th)] of the subsequent month, by way of cheque made payable to [Vendor]. The Service Fee shall be paid in United States Dollars (USD). The Commission is entitled to suspend the payment of the Services Fee if the [Vendor] has breached any provisions of this Contract, and the due amounts shall be paid after the performance of the [Vendor]'s obligations.

5 Termination

The Commission reserves the right to terminate this Contract with or without cause by giving the [Vendor] one (1) month's advance notice in writing. The [Vendor] reserve the right to terminate this Contract with or without cause by giving the Commission one (1) month's advance notice in writing. Any notice should be issued in accordance with clause 14 of this Contract.

6 Confidentiality of Information

6.1 All data and information in any form, whether registered or not, provided by the Commission to the [Vendor] shall be considered confidential subject to the following:

- (a) the use thereof shall be limited to the intended purposes;
- (b) it shall be protected from disclosure to any third parties; and
- (c) it shall be returned after the completion of the intended purposes.

The confidentiality provisions of this clause shall survive after the expiry or termination of this Contract.

6.2 Confidential information does not include information that is or has become available to the public except for the information that has become available as a result of a breach of this Contract by the [Vendor], information that is already known by the [Vendor], information that is independently obtained or developed by [Vendor], or information required to be disclosed by law.

7 Force majeure

7.1 Neither party shall be liable for any damage or loss suffered by the other party as a result of force majeure affecting the implementation of contractual obligations. For the purposes of this Contract, Force Majeure is defined as any event that is beyond the reasonable control of the party sustaining the event and which could not be foreseen when the contract had been concluded or could not be prevented after occurrence, such as acts of God, hurricanes, earthquakes, riots, and pandemics.

7.2 The Party claiming to have sustained force majeure shall notify the other party within seven (7) days of the event, along with any supporting documents to identify the force majeure event. If the force majeure results in the delay of performance of the Services subject to this Contract for a period not exceeding thirty days, the execution period shall be extended by the affected period of such event. If the event continues for a longer period, the Parties shall agree on the appropriate action.

8 Representations and Warranties

[Vendor] represent and warrants that it is experienced and qualified to perform the Services and will perform the Services, as required under this Contract, with the reasonable care, skill, and diligence to be expected of a competent professional performing service of such a nature.

9 Conflict of Interest

The [Vendor] represents and warrants that the [Vendor] has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any conflict of interest arises under this Agreement, the [Vendor] shall immediately inform the Commission in writing of such conflict, in accordance with clause 14 of this Contract.

For the purposes of this Contract, conflict of interest is defined as where the responsibilities of the [Vendor] are, or could be, affected by some other personal or financial interest or duty that the [Vendor] has in relation to a particular matter or person. This includes actual, potential or perceived conflicts of interest.

10 Cyber Security

The [Vendor] shall ensure that all of its information technology systems and websites are operated and maintained in compliance with a reasonable cyber security policy or procedure to detect, prevent and respond to cyberattacks. The [Vendor] agrees that it will promptly notify the Commission of any cybersecurity breach which may affect the confidentiality or otherwise compromise the business affairs of the Commission under this Contract.

11 Announcement

The [Vendor] shall obtain the prior written consent of the Commission prior to the publication of any article or declaration relating to this Contract.

12 Other Obligations

Subject to the obligations of the [Vendor] stipulated in other provisions of this contract and unless otherwise stated, the [Vendor] shall:

transfer full ownership of all reports, data, and deliverables produced in connection with the HR audit to the Commission, granting the Commission exclusive rights to use, modify, reproduce, and distribute such materials. The [Vendor] shall not use, disclose, or share any reports, data, or deliverables without the prior written consent of the Commission.

coordinate with the departments and officers of the Commission relevant to the proper execution of the Services of this contract.

bear full responsibility for any damages caused by him or his subordinates to the Commission or any other entity as a result of executing the Services of this contract, shall solely bear all the responsibilities resulting from his acts contrary to the regulations of the BVI.

be responsible for the truthfulness of any information, or documents provided on the Services of this Contract, and shall make the necessary clarifications thereon.

protect and compensate the Commission for all claims and actions resulting from or arising from infringement of any right relating to the contracted Services of this contract as well as all allegations, claims, actions, damages, costs, fees, and expenses resulting from or related to it, no matter the cost.

13 Assignment of Contract & Subcontracting

The [Vendor] may not waive this Contract in whole or in part or subcontract the execution of all or part of the services without the prior written consent of the Commission. Such consent shall not prejudice the contractual obligations of the [Vendor] and shall be liable in solidarity with the assignee or the subcontractor for the execution of tasks of this contract. The [Vendor] also remain liable for every act, fault, omission, or negligence committed by any subcontractor or any of its agents, vendors, or workers.

14 Notices

Any notice or delivery under this Contract will be deemed effective if delivered to the Parties at the address listed above in this Contract or, by email, to [insert name] via [insert email] for the Commission or [Contact Name for Vendor] via [insert email for Vendor] for the [Vendor]. The primary form of communicating any notification or notice relating to this Contract shall be exchanged between the Parties by way of electronic mail.

15 Binding Effect

This Contract is binding on the Parties and upon their heirs, agents, executors, and assigns.

16 Settlement of Disputes

In the event of a dispute between the Parties on the interpretation or implementation of the provisions of this Contract, the Parties shall use their best efforts to resolve such dispute amicably and expeditiously, and in any event, within thirty (30) days from the date on which either party notifies the other party thereof. If the dispute is not resolved by the Parties themselves, the dispute shall be referred to arbitration in accordance with the Arbitration Laws of the British Virgin Islands.

17 Entire Agreement

The [document] shall constitute an integral part of this Contract, all of which shall be a reference upon the application and the interpretation of its terms. If there is a conflict between the [document] and the provisions of this Contract, the provisions of the Contract shall prevail. Any prior understanding or representation of any kind preceding the date of this Contract are hereby superseded. Any changes or additions to this Contract must be agreed to in writing by the Parties.

18 Applicable Law and Severance

This Contract shall in all respects be governed by, construed, and take effect in accordance with the Laws of the British Virgin Islands. The terms of this Contract are severable and if any term or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof.

19 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Contract.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Guy L. Malone,)
Chief Executive Officer)
For and on behalf of)
Telecommunications Regulatory Commission)

Witness:

[Contact Name],)
[Owner])
For and on behalf of)
[Company Name])

Witness: