



STUDENT INTRODUCER

APPLICATION FORM

PART 1 – TERMS APPLICABLE TO APPLICATIONS

1 SUMMARY OF ROLE

- 1.1 If you are interested in performing the role of student introducer (the “**Introducer Role**”) with respect to programmes, courses, diplomas or similar run by Technology University Dublin (the “**University**”), you can, subject to the terms set out in this document (“**Application Form**”), submit an application to the University at any time.
- 1.2 The Introducer Role involves providing promotional and consultancy services to prospective students who live outside the EEA, including advising on the University’s educational services and entry requirements and how to make valid applications to the University and to the immigration authorities of Ireland.
- 1.3 Applications may only be submitted by completing and submitting Part 2, including Appendix 1, of this Application Form (an “**Application**”).
- 1.4 All Applicants whose Applications are successful will be granted the right to perform the Introducer Role on a non-exclusive basis on the terms set out in the template contract (the “**Agreement**”) provided on TU Dublin website. Please carefully review the Agreement for more details on the terms and conditions of appointment of successful Applicants (“**Introducers**”). The terms of the Agreement will be the same for all Introducers and are non-negotiable. The University reserves the right to amend the template contract for all Introducers in which case agreements already in place with Introducers will be amended accordingly and new agreements entered into prospectively with new Introducers will also be amended to reflect the revised template contract.
- 1.5 The Agreement will be entered into will be with the person (whether an individual, corporate body or similar) (“**Applicant**”) that submitted the Application. The Agreement will continue until the date on which the Agreement is terminated pursuant to the terms and conditions of the Agreement.

2 COMPLIANT APPLICATIONS

- 2.1 Applicants must submit a fully compliant Application which is not qualified in any way. The University has final determination on whether an Application is compliant or non-compliant.
- 2.2 Applicants must:
 - 2.2.1 answer all parts of this Application Form fully and honestly;
 - 2.2.2 submit all documentation which this Application Form requires to be submitted with their Application;
 - 2.2.3 conform to and comply with all instructions and requirements set out in this Application Form; and
 - 2.2.4 not alter or edit Part 2 of this Application Form in any way, except as necessary to respond to questions in it.
- 2.3 If an Application fails to comply or does not fully comply in any respect with the requirements of this Application Form (in all such cases whether or not stated to be mandatory or similar) or is qualified or is ambiguous or requires amplification, or could be construed as rendering the Application equivocal and/or placing it on a different footing from other Applicants, the University is entitled (but not obliged) to take such steps as it considers appropriate, at its sole discretion, and subject to applicable law including (but not limited to):

- 2.3.1 meeting with, raising issues and/or seeking clarification, amplification or supplementary information from the Applicant in respect of its Application;
- 2.3.2 requesting the Applicant to provide the University with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
- 2.3.3 negotiating an amendment to the Applicant's Application with the Applicant;
- 2.3.4 amending or clarifying the requirements of this Application Form and inviting the Applicant to adjust its Application on the basis of such revised or clarified requirements;
- 2.3.5 waiving a requirement, which in the University's view, is non-material or procedural,

provided that this does not give rise to a breach of applicable law.

- 2.4 The University reserves the right to further clarify the terms of the Agreement with the Applicant prior to entering into the Agreement.

3 TERMS AND CONDITIONS OF APPLICATION

Queries

- 3.1 All queries relating to any aspect of this Application Form must be directed to international.agents@tudublin.ie.
- 3.2 The University reserves the right to issue or seek written clarifications.
- 3.3 The University reserves the right at any time to update or amend the information contained in this document.
- 3.4 Verbal clarifications are deemed not to have been made by the University unless they are issued by the University in writing.

Submission requirements

- 3.5 Applications can be submitted at any time.
- 3.6 Applications must be submitted by completing the on-line Application Form and submitting supporting documentation to international.agents@tudublin.ie. Applications submitted by other means will not be accepted.
- 3.7 Applications must be submitted in English.

Reliance on other persons

- 3.8 If an Applicant intends to rely on other persons (such as subcontractors) for the purposes of fulfilling any of the suitability requirements set out in Part 2 of this Application Form, the Applicant must ensure that:
 - 3.8.1 a separate Application Form is completed and submitted in respect of each such person; and

3.8.2 the Application includes proof, to the satisfaction of the University, that each such person will place the necessary resources at the disposal of the Applicant.

3.9 The University reserves the right to refuse permission for reliance on a given person where that person does not meet the requirements of this Application Form, or where the University is not satisfied that such person will place the necessary resources at the disposal of the Applicant. The University's decision is final and binding.

Grounds for exclusion

3.10 If an Applicant's previous application was rejected in the previous 12 months, the Applicant is not eligible to make an Application for a period of twelve (12) months from the date of the Applicant's previous application.

3.11 An Applicant's Application will be rejected if, **within the last 60 months**, the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has been found guilty of:

- a) participation in a criminal organisation within the meaning of regulation 57(1)(a) of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts) Regulations 2016 (the "**Regulations**");¹
- b) corruption within the meaning of regulation 57(1)(b) of the Regulations;
- c) fraud within the meaning of regulation 57(1)(c) of the Regulations;
- d) terrorist offences or offences linked to terrorist activities within the meaning of regulation 57(1)(d) of the Regulations;
- e) money laundering or terrorist financing within the meaning of regulation 57(1)(e) of the Regulations;
- f) child labour and other forms of human trafficking within the meaning of regulation 57(1)(f) of the Regulations; and
- g) failure to pay taxes or social security contributions within the meaning of regulation 57(3) of the Regulations.

3.12 The University also reserves the right to exclude Applicants where:

- h) **within the last 36 months** the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has violated any applicable obligations in the fields of environmental, social and labour law within the meaning of regulation 57(8)(a) of the Regulations.

¹ For clarity, neither this process nor any Agreement entered into pursuant to this process is subject to the Regulations. However, the University considers the grounds for exclusion set out in regulation 57 of the Regulations to be appropriate for use in connection with this process and the Agreement.

- i) **within the last 36 months** the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has been guilty of grave professional misconduct, which renders its integrity questionable within the meaning of regulation 57(8)(c) of the Regulations;
- j) a conflict of interest within the meaning of regulation 57(8)(e) of the Regulations cannot be effectively remedied by other less intrusive measures;
- k) **within the last 36 months** the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions within the meaning of regulation 57(8)(g) of the Regulations;
- l) **within the last 36 months** the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required within the meaning of regulation 57(8)(h) of the Regulations; or
- m) **within the last 36 months** the Applicant, or any person upon which the Applicant is relying in accordance with paragraph 3.8, has undertaken to unduly influence the decision-making process of the University or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award within the meaning of regulation 57(8)(j) of the Regulations.

3.13 As a condition of any Agreement entered into between the University and the Applicant, the University will have the right to terminate any such Agreement where any of the above grounds for exclusion apply to the Applicant during the term of the Agreement.

3.14 An Applicant that previously entered into an Agreement with the University in relation to the performance of the Introducer Role that was terminated is not eligible to submit a new Application for the Introducer Role to the University:

- 3.14.1 for **12 months** from the date of termination of the prior Agreement where such prior Agreement was terminated for a “material breach” of the Agreement, as defined in clause 6.3.2 of the Agreement;
- 3.14.2 for **36 months**, from the date of the breach of the Agreement, where such prior Agreement was terminated for a “gross breach” of the Agreement, as defined in clause 6.3.1 of the Agreement.
- 3.14.3 for **60 months**, from the date of the breach of the Agreement, where the Agreement was terminated for a breach of clause 6.2.3(c) of the Agreement.

3.15 An Applicant may not rely, in accordance with paragraph 3.8, upon a person (such as a subcontractor) for the purposes of its Application if any of the grounds for exclusion set out in paragraph 3.10-3.12 apply to the person intended to be relied upon by the Applicant.

Reserved rights

- 3.16 The publication of this Application Form does not warrant or imply that any Applicant will be awarded an Agreement or any Applicant will be awarded or invited to enter into an Agreement on any particular conditions.
- 3.17 The University reserves the right, for any reason whatsoever at its absolute discretion:
- a) to reject any and all Applicants;
 - b) not to consider any Applications;
 - c) not to select any Applicant or Application;
 - d) not to provide an Applicant with any additional information;
 - e) not to implement any arrangement contemplated by the Application Form;
 - f) to suspend the process;
 - g) not to award any Agreement;
 - h) to enter into agreements for the Introducer Role outside of this process; and/or
 - i) to terminate the process at any time and without reason.
- 3.18 The University may (but is not obliged to), in order to verify information provided or implied in an Application, contact and visit an Applicant and any or all of its members, subcontractors, members, suppliers, funders, insurers and/or referees which might be provided in the Application and may conduct any investigations and site visits (including to third party suppliers or referees) (either itself or through such third parties as they may, at their absolute discretion, consider appropriate) it considers necessary in connection with responses, including by reference to information independently sourced from the market or otherwise. The Applicants, on request, must facilitate same. This applies all the way up until Agreement execution by the University and during the term of the Agreement.

Self-cleaning

- 3.19 The University may (but is not obliged to) waive paragraph 3.14.1 or paragraph 3.14.2 with respect to an Application if, on request by the University, the Applicant demonstrates, to the satisfaction of the University, that it has taken sufficient measures to ensure that the conduct which led to termination will not reoccur.

Compliance with applicable law

- 3.20 Applicants (and any persons relied on in their Applications) must comply with all relevant laws and regulations that are applicable to them in the context of any Application. Any Applicant that fails to comply with such laws and regulations to the satisfaction of the University may be treated as failing to comply with the conditions of this Application Form and may be rejected and eliminated from the application process.

Disclaimer

- 3.21 Applicants must bear their own costs and expenses in making an Application.

- 3.22 The University does not accept or have any liability whatsoever in respect of any liability, damage or loss (including, without limitation, Application costs and expenses, loss of opportunity, loss of profit or damage to reputation) suffered or incurred by an Applicant or anyone else arising out of or in respect of or in connection with the Application process, including where caused due to errors in the Application process or where the Application process is terminated (in whole or in part). This paragraph operates to the fullest extent permitted by applicable law.

Waiver

- 3.23 The failure or neglect by the University to enforce any provision of the Application Form is not (and will not be deemed to be) a waiver of that provision and does not prejudice the University's right to take subsequent action in respect of such provision.

Capacity to contract

- 3.24 Applicants by submitting an Application confirm that they have the legal capacity and are not otherwise constrained in relation to their ability to enter into an Agreement.

No Warranty

- 3.25 The publication of this Application Form does not warrant or imply that an Agreement will be entered into with any Applicant. The University is entitled to not enter into an Agreement with an Applicant.

Confidentiality

- 3.26 Applicants submit an Application on the condition that they agree to keep confidential all information received in any form and/or on any media, concerning the business and affairs of the University which they receive or obtain as a result of this Application Form or Application process in discussions or other communications (written or oral) relating to it or the Agreement.

Freedom of Information

- 3.27 The University is subject to the Freedom of Information Act 2014. Unless an exemption provided for under the Freedom of Information Act is applicable in relation to any particular information, the University will disclose that information in response to a request made under the Freedom of Information Act 2014.

- 3.28 The University is not liable or responsible under any circumstances whatever for any loss, damage or suffering of any kind suffered as a result of the disclosure of any information in good faith purportedly pursuant to the Freedom of Information Act 2014 before, during or after this Application process.

- 3.29 Applicants are asked to notify the University if any of the information supplied in the course of this Application process should not be disclosed because of its sensitivity.

- 3.30 The University will endeavour to consult with a concerned Applicant about sensitive information before making a decision on any Freedom of Information requests received.

- 3.31 The final decision on any Freedom of Information request rests with the University, subject to applicable law. Applicants should seek their own legal advice on the application of freedom of information legislation.

Copyright

- 3.32 Applicants are reminded that the copyright in the Application Form, Agreement and any other materials supplied by the University during this Application process, in whatever format, belongs to the University. Such documentation and materials may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party or used without the prior written consent of the University except in relation to the preparation of an Application. All documentation supplied by the University in relation to this Application process must, on request, promptly be returned on demand, without any copies being retained by the Applicant.

Disqualification

- 3.33 An Applicant that breaches any of the terms and conditions of this Application Form may be disqualified and prohibited from any further participation in the Application process for such period as determined by the University at its discretion. This does not limit or affect the operation of paragraph 2.3. The disqualification of an Applicant will not prejudice any other civil or legal remedies available to the University and will not prejudice any criminal liability that such conduct by the Applicant may attract.

Acceptance

- 3.34 Each Applicant (including, without limitation, all of its subcontractors) irrevocably and unconditionally accepts, and agrees to, the terms and conditions of this Application Form by downloading or receiving this Application Form, by submitting or participating in an Application and/or by participating in this Application process, and is legally bound by them.
- 3.35 Applicants are responsible for communicating the terms of the Application Form (including clarifications) to their subcontractors and other persons involved in their Application.

Timeframe for decision

- 3.36 The University will endeavour to make a decision as to whether or not an Application has been accepted within approximately 2 months of receipt of all the information and documentation required in this Application Form. However, it may take longer than this, and there is no guarantee as to how long it will take.

Change of circumstances

- 3.37 Any material information or change in events which relates to an Applicant and/or its Application that comes to light subsequent to the submission of its Application must be promptly brought to the attention of the University by the relevant Applicant by e-mail to the email address set out at paragraph 3.1. If it comes to the University's attention that:

3.37.1 there has been a change in events or circumstances concerning an Applicant or its Application that could affect the University's assessment of that Applicant's Application; or

3.37.2 information submitted by an Applicant was (when submitted) or has become (by reference to facts as they then stand) untrue, incomplete or misleading,

the University may (but is not obliged to) revise its assessment of the Applicant's Application, and, as applicable, terminate any Agreement entered into with the Applicant.

Full information

- 3.38 If an Agreement is awarded to an Applicant that has knowingly withheld relevant information or misled the University, the Agreement may, at the University's discretion, be rendered null and void.

Return of signed Agreement

- 3.39 A successful Applicant must sign and return the Agreement, in duplicate, to the University, within 28 days of notification that the Applicant's Application was successful by the University, in electronic copy to international.agents@tudublin.ie.
- 3.40 A signed Agreement returned by the successful Applicant is not binding on the University until the University has countersigned and returned to the Applicant the Agreement.
- 3.41 Where the signed Agreement has not been received by the University within the period as specified at paragraph 3.39, then the University may (but is not obliged to) revoke the invitation to enter into an Agreement. In such circumstances, Applicants will be allowed to reapply, notwithstanding the 12 month limitation set out in paragraph 3.10 (unless the Applicant does so on two or more occasions).

Subject to contract

- 3.42 This Application Form does not impose or result in the imposition of any legal or contractual obligations on the part of the University but it does confer rights on it. No legal obligations on the part of the University will arise unless and until an Agreement has been entered into, formally executed in writing and delivered between the University and the successful Applicant and has taken legal effect.

Governing law

- 3.43 This Application Form and any matter or dispute related to or in any way connected with this document or the Application process are governed by and construed in accordance with Irish law and subject to the exclusive jurisdiction of the Irish courts.

Termination

- 3.44 The University is under no obligation to enter into an agreement. The University may terminate the Application process at any time in respect of any Applicant or applicants in general or with respect to specified countries, regions, provinces or geographic areas.

PART 2 – APPLICATION FORM

4 APPLICANT DETAILS

- 4.1 Please fill in the Applicant's details in Table 1 below.

Table 1

APPLICANT DETAILS	
Legal name of Applicant:	
Trading name of Applicant (if different):	
Registration number (if a company):	
VAT number (if applicable):	
Irish tax clearance number: ²	
Address:	
Name of key contact point:	
Contact details (phone and email address):	
Signature of Applicant:	

5 SUITABILITY REQUIREMENTS

5.1 This section sets out the suitability requirements Applicants must satisfy in order to be awarded the Agreement to perform the Introducer Role.

5.2 Applicants will either **pass** or **fail** these suitability requirements.

5.3 Applicants who **pass all of the requirements** set out in this section 5 will be eligible to enter into an Agreement in respect of the Introducer Role, subject to entering into the Agreement with the University. Applicants who **fail any of the requirements** will, subject to section 2 of Part 1 of this Application Form, be rejected.

(A) Certification (pass/fail requirement)

5.4 Applicants must hold, and will be required to maintain for the duration of the Agreement, a current and valid certification from **at least one** of the bodies listed in Table 2 below (or a body of equivalent standing).

² Applicants, by giving this number, permit the University to independently verify the Applicant's tax clearance status. Overseas companies can apply for an Irish Tax Clearance Certificate by completing this [form](#) and emailing it to nonrestaxclearance@revenue.ie

- 5.5 Please tick beside the body from which the Applicant received certification.
- 5.6 Please **provide a copy** of the certification from the body from which the Applicant received certification when submitting your Application Form.
- 5.7 If the Applicant does not hold a certification from one of these bodies, but holds a certification from a body of equivalent standing, please state the name of this body in the box provided and its equivalency will be assessed.
- 5.8 Applicants may submit certifications from bodies other than those listed below for review by the University as to their equivalency. The University's decision on whether a body is of equivalent standing is final and binding, though the University may update its assessment from time to time based upon changes in circumstances.
- 5.9 If the Applicant does not hold certification from one of the listed bodies, or certification from a body deemed equivalent by the University, the Applicant may submit proof that they have worked for another university in a substantially similar role for a period not less than 12 months prior to the date of application. The University will accept a written confirmation, on headed paper from a University as an alternative to certification. Note the Applicant will nonetheless be required to provide references as *per* Section 5.13.

Table 2

CERTIFICATION	
Body	Current valid certification held by the Applicant
QEAC	YES <input type="checkbox"/> NO <input type="checkbox"/>
ENZRA	YES <input type="checkbox"/> NO <input type="checkbox"/>
ICEF	YES <input type="checkbox"/> NO <input type="checkbox"/>
British Council	YES <input type="checkbox"/> NO <input type="checkbox"/>
ICEF-IEAC	YES <input type="checkbox"/> NO <input type="checkbox"/>
Body of equivalent standing	YES <input type="checkbox"/> NO <input type="checkbox"/>
Name of body of equivalent standing (if applicable)	
Copy of current and valid certification included with Application	YES <input type="checkbox"/> NO <input type="checkbox"/>

(B) Permission to operate as Introducer (pass/fail requirement)

- 5.10 The University respects the laws of the countries in which its Introducers operate. Where these countries require Introducers to hold a licence, consent, permission, approval or similar to perform the Introducer Role, it is a **pass/fail requirement** for eligibility to enter into the Agreement for the Applicant operating in those countries to hold the required licence, consent, permission, approval or similar from the relevant bodies.
- 5.11 Please indicate, in Table 3 below, whether the Applicant is required to hold a licence, consent, permission, approval or similar under applicable law and, if so, whether the Applicant holds a licence, consent, permission, approval or similar.
- 5.12 If the Applicant is required to hold a licence, consent, permission, approval or similar in the country in which it operates, please **provide a copy** of this licence, consent, permission, approval or similar when submitting your Application Form.

Table 3

PERMISSION REQUIREMENTS	
<p>It is a legal requirement to hold a licence, consent, permission, approval or similar to perform the Introducer Role in the Territory for which the Applicant applying.</p> <p>(If 'yes', please answer the next question below. If the answer is 'no, leave the following questions blank as they are not applicable).</p>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<p>The Applicant holds a current and valid licence, consent, permission, approval or similar to perform the Introducer Role in the Territory for which it is applying.</p>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<p>Copy of relevant licence, consent, permission, approval or similar is included with the Application.</p>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(C) References (pass/fail requirement)

- 5.13 In order to pass this requirement, the Applicant must receive a **positive reference from 2 referees** (please provide the contact details of the Applicant’s nominated referees in Table 4 below).
- 5.14 The Applicant must provide references regarding the Applicant’s performance of contracts in accordance with their terms (including, if applicable, any ethical and/or professional standards required under the terms of the contract) **within the past 3 years** (from the date of submission of the Application) which were for a similar role to that to be performed under the Agreement. A role will be regarded as “similar” where it is one in which the Applicant acted as a student introducer under similar terms and conditions for a [public] university or higher education institution based in the European Economic Area or in Switzerland).
- 5.15 Failure to provide **2 referees** will result in **rejection of the Applicant’s Application**.
- 5.16 A reference will be regarded as positive where the Applicant scores at **least five (5) out of ten (10) for the question** in the Referee Questionnaire at Appendix 1 to this **Application** Form, in which case the relevant contract will be deemed to have been performed satisfactorily in accordance with its terms **(including, if applicable, any ethical and/or professional standards required under the terms of the contract)**.
- 5.17 Notwithstanding paragraph **Error! Reference source not found.:**
- 5.17.1 the University may decide to regard an Applicant as having passed this requirement where it is satisfied that the reasons underlying one or more negative references will not reoccur if that Applicant were to be awarded the relevant contract; and/or
- 5.17.2 where the University disagrees with the views expressed by any referee as regards whether performance of a previous contract was in accordance with its terms, the University may form its own view as to whether this requirement has been met.
- The decision of the University in all case being final and binding.
- 5.18 The University is entitled to make only one effort to contact each of the Applicant’s nominated referees. Where the University has been unable to contact either or both of the Applicant’s nominated referees, it will send an email to the Applicant’s key contact email address identified above to notify the Applicant of this. Where the University has not received a response from both referees within a further 30 days, the Applicant’s Application will be deemed non-compliant and rejected.
- 5.19 Applicants are encouraged to contact referees in advance in order to advise them of this process.

Table 4

	NOMINATED REFEREES
	REFERENCE NO 1

1.	Name of first referee:	
	Brief description of role performed under the relevant contract	
	Explanation of why the role and services performed under the relevant contract are similar to the Introducer Role to be performed under the Agreement	
	Confirmation that the role and services performed under the relevant contract were performed within the previous 3 years (from the date of submission of the Application)	
	Confirmation that the relevant contract was performed satisfactorily in accordance with its terms (and, in particular, was not terminated for breach or subject to any damages or other claims by the counter-party).	
	Name of key contact in referee:	
	Email address and telephone number of first referee:	
REFERENCE NO 2		
2.	Name of second referee:	
	Brief description of role performed under the relevant contract	

	Explanation of why the role and services performed under the relevant contract are similar to the Introducer Role to be performed under the Agreement	
	Confirmation that the role and services performed under the relevant contract were performed within the previous 3 years (from the date of submission of the Application)	
	Confirmation that the relevant contract was performed satisfactorily in accordance with its terms (and, in particular, was not terminated for breach or subject to any damages or other claims by the counter-party).	
	Name of key contact in referee	
	Email address and telephone number of second referee:	

APPENDIX 1

Declaration as to Personal Circumstances of Applicant

Name of Applicant:	
Address of applicant	

It is hereby declared that the Applicant, or, if the Applicant is a legal entity, any person who is a member of the administrative, management or supervisory body of the Applicant or has powers of representation, decision or control in the Applicant:

- a) has not been convicted of participation in a criminal organisation within the meaning of regulation 57(1)(a) of the Regulations;
- b) has not been convicted of corruption within the meaning of regulation 57(1)(b) of the Regulations;
- c) has not been convicted of fraud within the meaning of regulation 57(1)(c) of the Regulations;
- d) has not been convicted of terrorist offences or offences linked to terrorist activities within the meaning of regulation 57(1)(d) of the Regulations;
- e) has not been convicted of money laundering or terrorist financing within the meaning of regulation 57(1)(e) of the Regulations;
- f) has not been convicted of child labour and other forms of human trafficking within the meaning of regulation 57(1)(f) of the Regulations;
- g) has not been convicted of failure to pay taxes or social security contributions within the meaning of regulation 57(3) of the Regulations;
- h) has not violated any applicable obligations in the fields of environmental, social and labour law within the meaning of regulation 57(8)(a) of the Regulations.
- i) has not been guilty of grave professional misconduct, which renders its integrity questionable within the meaning of regulation 57(8)(c) of the Regulations;
- j) does not have a conflict of interest within the meaning of regulation 57(8)(e) of the Regulations;
- k) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a public contract, a contract with a contracting entity or a concession contract which led to early termination of that contract, damages or other comparable sanctions within the meaning of regulation 57(8)(g) of the Regulations;
- l) has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection

criteria, has not withheld such information or has not failed to submit the supporting documents required within the meaning of regulation 57(8)(h) of the Regulations; or

- m) has not undertaken to unduly influence the decision-making process of the University or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award within the meaning of regulation 57(8)(j) of the Regulations.

except to the extent expressly stated otherwise here:

[Please identify, if relevant, which of the above statements is applicable in the box provided above.]

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my Application or the Application of my business/firm/company/partnership being excluded from participation in this or future Applications, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the University.

Signature of Declarant **Name of Declarant in print or block capitals**

at _____ this _____ day of _____ 2017

APPENDIX 2 – TEMPLATE REFERENCE FORM

(The below table is provided for information only purposes – this is not for the Applicant to complete).

Applicant's performance of contract									
Name of Referee:									
Name of Applicant:									
Subject matter of contract:									
Role performed by Applicant:									
Start date of contract:									
End date of contract:									
Did the Applicant satisfactorily perform the contract with your institution in accordance with its terms (including, if applicable, any ethical and/or professional standards required under the terms of the contract)?									
Please tick the appropriate number below (1 meaning that the Applicant completely failed to perform the contract in accordance with its terms, 5 meaning the Applicant performed the contract satisfactorily in accordance with its terms (and, in particular, was not terminated for breach or subject to any damages or other claims by the counter-party) and 10 meaning the Applicant significantly exceeded the requirements under the relevant contract).									
1	2	3	4	5	6	7	8	9	10
Please also provide a brief reason for your response in the space below.									

ANNEX 1

[Insert template Student Introducer Agreement]