

SUBJECT TO CONTRACT / CONTRACT DENIED

Multi Supplier Framework Agreement for the provision of Legal Services by Barristers (junior counsel) to the Commission for Communications Regulation. Reference T21081



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

(1) THE COMMISSION FOR
COMMUNICATIONS REGULATION

("COMREG")

(2) [NAME]

("THE FRAMEWORK MEMBER")

FRAMEWORK AGREEMENT

**MULTI SUPPLIER FRAMEWORK AGREEMENT FOR THE PROVISION OF LEGAL SERVICES BY BARRISTERS
(JUNIOR COUNSEL) TO THE COMMISSION FOR COMMUNICATIONS REGULATION.**

LOT NUMBER [INSERT]
AND LOT TITLE [INSERT]

EFFECTIVE DATE: [INSERT DAY MONTH YEAR]

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THIS **FRAMEWORK AGREEMENT** is made on [00] November 2025

BETWEEN

- (1) **THE COMMISSION FOR COMMUNICATIONS REGULATION**, established in accordance with the Communications Regulation Act 2002 as amended and having its offices at One Dockland Central, Guild Street, Dublin 1, Ireland, D01 E4X0 ("**ComReg**" which expression includes its successors and assigns and anybody to whom its functions are transferred under Applicable Law) of the one part; and
- (2) [INSERT NAME OF FRAMEWORK MEMBER], a [limited liability company/partnership – DELETE AS APPROPRIATE] registered in [INSERT COUNTRY] with company number [INSERT] and with its registered office at [INSERT ADDRESS] (the "**Framework Member**", which expression shall include its successors and assigns).

(Individually called a "Party" and collectively called the "Parties").

RECITALS

- A. ComReg issued a Request for Tenders ("RFT") to interested parties inviting tenders for appointment to the [multi provider] Framework in respect of the Services.
- B. The Framework Member submitted a Framework Application in response to the RFT.
- C. The Framework Member is an expert in the provision of services of a similar scope, nature, scale, complexity and importance to the Services. After an evaluation of all the applications submitted, and in reliance on the Framework Member's expertise and the representations made in its Framework Application, ComReg selected the Framework Member for appointment to the Framework, subject to entry into this Framework Agreement.
- D. ComReg wishes to appoint the Framework Member to the Framework, and the Framework Member wishes to be appointed to the Framework, subject to, and in accordance with, the terms and conditions of this Framework Agreement.

NOW IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, the following terms and expressions have the meaning given to them below:

"Applicable Law" means any applicable law and includes common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation.

"Background Intellectual Property" means any and all Intellectual Property that is owned by or licensed to either Party and which are or have been developed independently of this Framework Agreement, the Services and Deliverables (whether prior to or after the date of this Framework Agreement).

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“Best Industry Practice” means, at any and all times, the exercise of that degree of skill, diligence, prudence, professionalism, care, attention, understanding and foresight which would reasonably be expected from a leading expert (complying with its contractual obligations and Applicable Laws) in the provision of services, works, duties, functions, responsibilities and activities of a similar scope, nature, scale, complexity and importance to the Services or the relevant part of them.

“Bias” means an inclination, leaning, tendency, bent, a preponderating disposition or propensity, predisposition, predilection and/or prejudice. Bias can include subjective or objective bias. Objective bias includes where there is a reasonable apprehension or suspicion of bias (i.e. whether actual bias or an appearance of bias).

“Call-Off Contract” means a contract entered into with the Framework Member pursuant to this Framework Agreement in the form set out at Schedule 4.

“Change of Control” means a change in the possession, whether directly or indirectly, of the power to direct or cause the direction of the Framework Member’s management or policies, whether through ownership of shares, by contract, or by any other means.

“Commencement Date” means the date on and from which this Framework Agreement takes legal effect as determined in accordance with Clause 4.1.

“Confidential Information” means this Framework Agreement, and all information of whatever nature relating to ComReg, any Call-Off Contract, the Services and/or the affairs, plans, transactions, proposals, projections, strategies, finances, prices, know how, methodologies, costs, operations, accounts, strategic plan, operational processes, Intellectual Property and data systems of ComReg which is disclosed before or after the date hereof by ComReg to the Framework Member (including its officers, employees, advisers, agents, representatives, contractors, sub-contractors or consultants) or to which the Framework Member is given access, whether in written, oral, visual, graphic, photographic, electronic, digital or in any other tangible form whatsoever, including, but not limited to, all know-how, Intellectual Property, ideas, experience, drawings, designs, diagrams, lists, computer programs, algorithms, engineering data, economic data, statistical data, formulae, specifications and all other technical or other tangible information in the possession or procurement of ComReg and any other matters relating to ComReg, this Framework Agreement, any Call-Off Contract and/or the Services, whether pursuant to written communication, or correspondence with the officers, management, employees, contractors or sub-contractors of ComReg, or the advisers or consultants to or agents or representatives of ComReg. Confidential Information also includes analyses, compilations, studies, notes, reports, presentations and any other documents or records of whatever nature in whatever form prepared by or on behalf of ComReg, or by the Framework Member and/or its officers, employees, advisers, agents, representatives, contractors, sub-contractors or consultants with respect to this Framework Agreement, any Call-Off Contract and/or the Services whether marked confidential or not.

“Conflict of Interest” means any conflict of interest or Bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Framework Member has which would compromise the independence of the Framework Member in its performance

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of the Services or any aspect of the Services, Call-Off Contract and/or Framework Agreement and any of their subject matter or which could create the perception that the independence of the Framework Member in its performance of the Services and/or a Call-Off Contract might be so compromised including:

- (i) An interest which would or could compromise the independence of the Framework Member in its performance of the Services;
- (ii) An interest which could (in the opinion of ComReg) create the reasonable perception that the independence of the Framework Member in the performance of the Services might be so compromised;
- (iii) A substantial pecuniary interest (whether by way of a shareholding or otherwise) in an “authorised undertaking” (within the meaning of the European Union (Electronic Communications Code) Regulations 2022) or in a “postal service provider” as defined in section 6(1) of the Communications Regulation (Postal Services) Act 2011;
- (iv) A contract (whether oral or written) with any person regulated by ComReg or potentially affected by any decisions of ComReg or which represent any persons regulated or potentially affected by decisions of ComReg;
- (v) A position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by ComReg or potentially affected by any decisions of ComReg or which represent any persons regulated or potentially affected by decisions of ComReg;
- (vi) Where the Framework Member has in the past undertaken work for an organisation (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by ComReg which are in any way connected with the Services, in circumstances where the firm was privy to confidential information that would give, or might reasonably be perceived to give, the Framework Member (and by extension ComReg) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by ComReg; and/or
- (vii) Any conflict of interest which has been disclosed or is disclosable by the Framework Member to ComReg.

“Data Protection Legislation” means the Data Protection Acts 1988 to 2018 (as may be amended, replaced or repealed from time to time), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulation 2011 (S.I. No. 336 of 2011) and the EU General Data Protection Regulation (Regulation EU/2016/679) (**“GDPR”**) and any successor or further implementing legislation relating to the same and any other national

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legislation enacted further to and/or to supplement the GDPR and any subsequent legislation that relates to Personal Data (where “Personal Data” has the same meaning as in the GDPR) and any codes of conduct or guidance issued by the Data Protection Commission.

“Effective Date” has the meaning given on the front page of this Framework Agreement.

“Fees” means the fees payable by ComReg to the Framework Member subject to, and in accordance with, this Framework Agreement and as set out in the relevant Call-Off Contract.

“Force Majeure Event” means the occurrence of:

- (i) any nuclear, chemical or biological contamination;
- (ii) pressure waves caused by devices travelling at supersonic speeds;
- (iii) acts of God; earthquake; volcanic ash; windstorm; storm; fire; natural disaster; flood;
- (iv) acts of Government or regulatory authorities; and/or
- (v) war; civil war; riot; armed conflict; terrorism; explosion; malicious damage; civil commotion,

the effects of which could not have been prevented by the Party concerned taking due care and/or steps reasonably open to it but which excludes labour disputes concerning the Framework Member.

“Framework” means the multi-provider Framework referred to in the RFT which is established under this Framework Agreement and other similar agreements entered into with other members of the framework.

“Framework Agreement” means this framework agreement, including the recitals to, and Schedules of, this framework agreement.

“Framework Application” means the Framework Member’s submission to ComReg in response to the RFT for appointment to the Framework. It excludes any qualifications, assumptions, caveats or similar contained in it unless, and only to the extent, that they have been set out in the Call-off Contract.

“Framework Rules” means the rules for entering into a Call-Off Contract as set out in Schedule 1 **Framework Rules** .

“Insolvency Event” means: (i) a petition is presented which is not withdrawn or dismissed within a period of fifteen (15) Working Days from the date of such presentation or an order is made or a resolution is passed for the winding-up of the

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Framework Member (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation or other resulting person undertakes to be bound by this Framework Agreement); or (ii) any action is taken by the Framework Member's officers or any other person for the winding-up, dissolution or striking off of the Framework Member; or (iii) the Framework Member becomes insolvent or is unable to pay its debts as they fall due or the Framework Member stops or threatens to stop making payments generally or declares or threatens to declare a moratorium with respect to all or any part of its debts or enters into any composition or other arrangement with its creditors generally; or (iv) any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer of the Framework Member or any property or assets of the Framework Member or any such receiver, administrator, administrative receiver, examiner, trustee, or similar officer is appointed; or (v) anything analogous to any of the foregoing events occurs in any applicable jurisdiction.

"Intellectual Property" or "IP" means all intellectual property rights including, without limitation, any copyright, database rights, sui generis database rights, discoveries, concepts, domain names, rights in domain names, patents, patent rights, secret or other processes, utility models, technologies, know how, inventions, ideas, goodwill, improvements, information, trade secrets, rights in confidential information, all copyright works, business methods, designs, trade marks, service marks, business names, trade names, trade dress, literary, dramatic, musical and artistic works anywhere in the world existing now or in the future (whether any of the foregoing is registered or unregistered and including any application or right of application or right of renewal in relation to any of them) and any related goodwill.

"ITP" means an invitation to participate in a mini competition for a Call-Off Contract in the form set out at Schedule 4 and any related documents issued by ComReg in respect of the Services.

"RFT" means the Request for Tenders and any related documents or clarifications issued by ComReg in respect of the Framework.

"Liabilities" means all costs, claims, demands, damages, expenses, actions, compensation, charges, settlements, proceedings, penalties, interest, losses, fines, awards and liabilities (including legal and professional fees and costs, together with VAT) whatsoever.

"Lot" means any of the categories of services listed in the RFT which may be the subject of a Framework Agreement and/or a Call-Off Contract.

"Pricing Proposal Form" means a form which may be issued to allow additional individual pricing proposals for specific engagements under an existing Call Off Contract, which will be stated in the relevant ITP.

"Procurement Directive" means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

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“Relevant Consent” means all approvals, consents, licences, permissions, certificates, authorisations and agreements required under contract and/or Applicable Law in connection with this Framework Agreement, any Call-Off Contract and/or the performance of the Services.

“Services” means the provision by the Framework Member subject to, and in accordance with, this Framework Agreement and Call-Off Contract, of the services, works, duties, functions, responsibilities and activities and deliverables required by the Call-Off Contract and any reasonably incidental and/or related services (and includes, as the context admits or requires any one, more or all of them or part of any of them) and any other services which can reasonably be inferred as being required for the proper execution of same.

“Service Standards” means

- (a) Applicable Laws;
- (b) Relevant Consents;
- (c) the Services;
- (d) Best Industry Practice;
- (e) ITP; and
- (f) the Tender

(collectively the **“Service Standards”** and which includes any or all of them individually or collectively or any part or parts of any of them).

“Tender” means the Framework Member’s tender in response to an ITP and any related documents submitted by the Framework Member to ComReg for a particular Call-Off Contract.

“Term” means the period beginning on the Effective Date and ending on [dd mm yyyy] unless earlier terminated in accordance with the provisions of this Framework Agreement.

“the State” means the Republic of Ireland.

“Working Day” means any day of the week excluding Saturdays, Sundays and bank and public holidays in the State.

1.2 In this Framework Agreement, the following rules apply:

- 1.2.1 Any reference to a Clause, Schedule, sub-clause or paragraph is to the Clause, Schedule, sub-clause or paragraph of or to this Framework Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.
- 1.2.2 The index and clause headings are included for convenience only and shall not affect the interpretation of this Framework Agreement.
- 1.2.3 The use of the singular includes the plural and vice versa.

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- 1.2.4 The use of any gender includes the other genders.
- 1.2.5 A reference to any statute or statutory provision is a reference to it as it is in force from time to time, taking account of any amendment, extension or re-enactment and includes any regulation, order, instrument or subordinate legislation for the time being in force made under the relevant statute or statutory provision.
- 1.2.6 References to persons in this Framework Agreement include bodies corporate, unincorporated associations or partnerships and any reference to a person includes a reference to that person's legal personal representatives, successors and lawful assigns.
- 1.2.7 Where the words "include(s)", "including" or "in particular" are used in this Framework Agreement, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- 1.2.8 Any obligation in this Framework Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.2.9 In the event of any ambiguity or conflict between the documents comprising this Framework Agreement, the order of precedence is as follows:
- (1) this Framework Agreement;
 - (2) the Call-Off Contract;
 - (3) the ITP;
 - (4) the Tender;
 - (5) the RFT;
 - (6) the Framework Application;
- save and to the extent that any of the Call-Off Contract, ITP, Tender, RFT or Framework Application, provide a higher level of service, in which case the relevant provisions of the Call-Off Contract, ITP, Tender, RFT or Framework Application (as appropriate) shall take precedence.
- 1.2.10 This Framework Agreement will not be interpreted *contra proferentum*.
- 1.2.11 The Schedules to this Framework Agreement form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement includes the Schedules to this Framework Agreement.

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2 APPOINTMENT

- 2.1 The Framework Member is hereby appointed to the Framework in respect of the following Lot:

[Insert Lot Title]

- 2.2 The Framework Member will prioritise the Framework in relation to the other business activities of the Framework Member to ensure that it can comply with its covenants and obligations in the manner contemplated by this Framework Agreement.

- 2.3 The Framework Member hereby acknowledges and agrees that:

- (a) it is one of a number of persons appointed to the Framework and it does not have any exclusive right to provide the Services, or services similar or identical to the Services, to ComReg;
- (b) ComReg may use its own personnel or other third parties outside the Framework in relation to the provision of the Services or services similar or identical to the Services;
- (c) there is no guarantee of any value, volume or frequency of Services and/or Call-Off Contracts; and
- (d) ComReg is under no obligation to enter into any Call-Off Contract with the Framework Member or any other person appointed to the Framework.
- (e) ComReg has no obligations, and has no liability and accepts no Liabilities (whether for breach of this Framework Agreement, Call-Off Contract or other duty, negligence, or anything else) to the Framework Member, in connection with this Framework Agreement, Call-Off Contract or otherwise except as expressly stated in this Framework Agreement.

- 2.4 The Framework Member agrees to act reasonably and in good faith in relation to its rights and obligations under this Framework Agreement and any Call-Off Contract and any of ComReg's rights and obligations.

- 2.5 The Framework Member has entered into this Framework Agreement in consideration of the payment of €1 (one euro) to the Framework Member (the receipt of which it hereby acknowledges) and other good and valuable consideration (the sufficiency of which it hereby acknowledges).

3 CONFIRMATIONS, WARRANTIES & REPRESENTATIONS

- 3.1 The Framework Member acknowledges and agrees that ComReg has entered into this Framework Agreement with the Framework Member in reliance on the statements, representations and warranties contained in this Framework Agreement and the Framework Application.

- 3.2 The Framework Member under this Framework Agreement represents and warrants to ComReg that:

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- (a) it has all the necessary power and authority to execute, deliver and perform its obligations under this Framework Agreement and any Call-Off Contract;
- (b) the execution, delivery and performance by it of this Framework Agreement and any Call-Off Contract has been authorised by all necessary action on its part;
- (c) each of the obligations of the Framework Member under this Framework Agreement constitute legally binding obligations on it;
- (d) there are no actions, suits or proceedings or regulatory investigations pending or, to the Framework Member's knowledge, threatened against or affecting the Framework Member before any court or administrative body or arbitration tribunal that might affect the ability of the Framework Member to perform its obligations under this Framework Agreement or any Call-Off Contract; and
- (e) the "Declaration as to Personal circumstances of Tenderer" dated [INSERT DATE], which confirms that none of the excluding circumstances listed in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016 apply to the Framework Member, remains unchanged.

3.3 The Framework Member under this Framework Agreement warrants, represents, agrees and confirms that:

- (a) it has taken account of the obligations relating to employment protection and working conditions that are in force in the place where the Services are to be supplied in preparing its Framework Application and will comply with such obligations in the performance of the Services under any Call-Off Contract;
- (b) the representations, statements and warranties contained in the Framework Application are true, valid, correct, complete and accurate and are not misleading;
- (c) the Framework Member has sufficient financial and economic standing and working capital to perform and meet its obligations under this Framework Agreement and the potential Call-Off Contracts;
- (d) the Framework Member is and will remain for the Term duly organised, validly existing and in good standing under the laws of its country of establishment and has full power, capacity and authority to enter into any Call-Off Contract and perform its obligations thereunder;
- (e) the execution and performance of this Framework Agreement by it does not conflict with or constitute a breach or default under any contract or agreement of any kind to which it is a party or any Relevant

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Consent, judgment, order, or Applicable Law which is applicable to it or its assets;

- (f) there are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect its business or operations;
 - (g) it is not aware of any matter or conflict or circumstance which might restrict or impede it from entering into and performing this Framework Agreement or any potential Call-Off Contracts or may have a material impact on the decision of ComReg to enter into this Framework Agreement with the Framework Member;
 - (h) none of the circumstances set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authority Contracts) Regulations 2016 apply to the Framework Member, or any person having powers of representation, decision or control in respect of the Framework Member;
 - (i) any registerable interest involving the Framework Member, ComReg, or employees of ComReg, or their relatives, has been fully disclosed in writing to ComReg prior to the date of this Framework Agreement;
 - (j) it has not offered, given or agreed to give any officer or employee of ComReg or any person connected with the procurement process for this Framework Agreement any gift or consideration of any kind as an inducement or reward in connection with this Framework Agreement or the related tender process; and
 - (k) the Framework Member has no actual or potential Conflict of Interest in respect of any aspects of the Services and/or this Framework Agreement and/or the subject matter of either of them except to the extent otherwise expressly set out in Part 4 of Schedule 2 **Framework Agreement Details**.
- 3.4 The Framework Member shall immediately and fully disclose in writing any change in events or circumstances which in any way relates to or is connected with any of the warranties, representations, agreements and/or confirmations given in this Clause 3.
- 3.5 The Framework Member shall keep for a period of six (6) years following the termination of this Framework Agreement or any Call-Off Contract (whichever the later) ("**Retention Period**") detailed records of all matters undertaken by the Framework Member in relation to the Services and the discharge of its obligations under this Framework Agreement and any Call-Off Contract and will promptly provide such to ComReg at any time within the Retention Period in hard copy or electronic form in a format specified by ComReg.

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4 COMMENCEMENT AND DURATION

- 4.1 This Framework Agreement shall commence on the Effective Date and shall terminate automatically upon the expiry of the Term, unless terminated earlier in accordance with the provisions of this Framework Agreement.
- 4.2 If the performance of a Call-Off Contract extends beyond the Term, this Framework Agreement shall continue in respect of that particular Call-Off Contract and only with the relevant Framework Member until the Call-Off Contract has been fully performed to the satisfaction of ComReg or it terminates, whichever is earlier.

5 FRAMEWORK RULES

- 5.1 If ComReg, during the Term, has a requirement for Services it may procure the Services by awarding a Call-Off Contract subject to, and in accordance with, the Framework Rules.

6 FRAMEWORK APPLICATION

- 6.1 The provisions of any Call-Off Contract must be consistent with the Framework Application. ComReg will not enter into any Call-Off Contract which gives rise to a substantial or material amendment to any provisions of the Framework Application.

7 FEES AND TAXATION

- 7.1 In consideration of the provision of the Services in accordance with this Framework Agreement and any Call-Off Contract, ComReg shall pay to the Framework Member the Fees for the amounts and at the times set out in the relevant Call-Off Contract. The Fees are inclusive of all insurances, overheads and other costs and are unconditionally fixed for the duration of the Call-Off Contract. The Fees do not include Value Added Tax which will be paid, if chargeable, by ComReg at the rate and in the manner for the time being prescribed by Irish law. If expressly provided for in the relevant Call-Off Contract, the Framework Member will be entitled to claim payment from ComReg in respect of properly vouched expenses incurred in the delivery of the Services up to the maximum sum (if any) set out in the Call-Off Contract. Any expenses incurred by the Framework Member in excess of this maximum sum shall not be payable by ComReg. If the relevant Call-Off Contract does not expressly allow the Framework Member to claim expenses then the Fees shall be inclusive of all expenses incurred in the delivery of the Services.
- 7.2 ComReg shall pay the Framework Member all amounts due and owing within 15 days of the receipt of a valid invoice from the Framework Member unless ComReg disputes any portion of an invoice, in which case ComReg shall notify the Framework Member of the amount in dispute and the reasons therefor. In order for an invoice to be valid it must: (i) contain a valid Purchase Order

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number which has been issued by ComReg; and (ii) be supported by a written report and time analysis document in respect of the work undertaken by the Framework Member. All invoices shall be sent to: The Finance Manager, Commission for Communications Regulation, One Dockland Central, Guild Street, Dublin 1, E4X0, Ireland or sent electronically to accountspayable@comreg.ie.

- 7.3 Invoices with respect to any Fees additional to those out in the relevant Call-Off Contract shall not be submitted to ComReg unless ComReg has provided prior written approval.
- 7.4 The Framework Member agrees that neither it nor any third party engaged by it to assist in the provision of the Services, is or shall become an employee or agent of ComReg or be entitled to any fee, salary, pension, bonus, or other benefits from ComReg. The Framework Member shall be responsible for the deduction of income tax Liabilities and Pay Related Social Insurance (PRSI) or similar contributions, if applicable, arising from the payment of the Fees to the Framework Member under any Call-Off Contract. For the avoidance of doubt all payments to be made pursuant to any Call-Off Contract shall be subject to professional services withholding tax under the provisions of Applicable Law at the prevailing rate.
- 7.5 If the Framework Member is resident in Ireland or its business is registered in Ireland, this Framework Agreement and each Call-Off Contract thereafter is conditional on the production to ComReg of a valid and current tax clearance certificate issued by the Irish Revenue Commissioners and the payment of any Fees under any Call-Off Contract will be conditional on ComReg having in its possession at the time of payment a current tax clearance certificate in respect of that Framework Member. The Framework Member will furnish same to ComReg on an annual basis and at such other times as may be required by ComReg. The Framework Member will inform ComReg immediately if it ceases to possess a valid and current tax clearance certificate.
- 7.6 If the Framework Member is not resident in Ireland or its business is registered outside of Ireland, this Framework Agreement and any subsequent Call-Off Contract shall be conditional on the production to ComReg of a statement from the Irish Revenue Commissioners as to their suitability on tax grounds to be awarded this Framework Agreement.
- 7.7 If ComReg is not satisfied with the standard of any part of the work carried out by the Framework Member under any Call-Off Contract and requires the Framework Member to rectify any defective work, such remedial work as may be required shall be carried out by the Framework Member at its own expense and it shall not be entitled to any Fees in respect of such remedial work.
- 7.8 If the Framework Member enters into any contract with a third party to provide services similar or identical to the Services, in circumstance where the Framework Member is permitted under the terms of this Framework Agreement to provide the said services to a third party, on terms more favourable than those contained in this Framework Agreement or any Call-Off Contract, the Framework Member will offer those terms to ComReg and, if

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ComReg accepts those terms, in consideration of the payment of €1 (one euro) by ComReg to the Framework Member, the relevant Call-Off Contract will be amended by the Parties to reflect those terms.

7.9 The Framework Member is solely responsible:

- (a) for all tax Liabilities in respect of the expenses and Fees paid by ComReg to the Framework Member under any Call-Off Contract including income tax and social welfare insurance;
- (b) for remitting all VAT payments to the relevant authorities on the Fees and expenses paid by ComReg to the Framework Member under any Call-Off Contract;
- (c) for making all deductions and payments properly payable and deductible by an employer in relation to any employees of the Framework Member including deductions for income tax and social welfare insurance contributions;
- (d) for ensuring that the persons engaged by the Framework Member which are not its employees file all the appropriate tax returns and comply with all appropriate revenue and social welfare laws in relation to their remuneration from the Framework Member;

and the Framework Member will fully comply with its obligations and responsibilities in this respect.

7.10 The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, ComReg on demand from and against any Liabilities suffered and/or incurred by or taken against ComReg arising out of or in connection with or as a result of any claims or investigations by the relevant authorities or any other party against ComReg in respect of demands for income tax, Pay Related Social Insurance, social welfare insurance or any other similar contributions relating to the provision of the Services by the Framework Member. This indemnity survives the termination or expiration of this Framework Agreement and any Call-Off Contract entered into under this Framework Agreement.

8 REBATES

NOT USED

9 PERFORMANCE

9.1 The Framework Member shall render and perform the Services to the best of its care, skill and ability, in a timely manner and in accordance with the requirements of ComReg, the Service Standards and description of the Services set out in the relevant Call-Off Contract.

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- 9.2 Without prejudice to Clause 9.1, the Framework Member shall (and shall procure that its agents, sub-contractors, personnel and all other third parties engaged by the Framework Member in the provision of the Services shall) perform the Services in accordance with Best Industry Practice. This includes that the Framework Member (and any agent, sub-contractor, employee or third party engaged by the Framework Member) shall comply with all applicable laws, including environmental, social and labour laws, and with the international conventions listed in Annex X of the Procurement Directive.
- 9.3 The Framework Member represents and warrants to ComReg that it has the experience, qualifications and necessary ability to undertake the Services.
- 9.4 The Framework Member will be given an opportunity during the process for awarding any Call-Off Contract to raise any queries with respect to the Services. The Framework Member is deemed, prior to entering into any Call-Off Contract, to have fully familiarised and acquainted itself with all aspects of the Services to the extent reasonably possible and all matters and risks relevant to them and the provision of the Services.
- 9.5 The Framework Member acknowledges and agrees that ComReg is deemed to have fully relied on the Framework Member's skill, expertise and experience in providing the Services, all advice given by the Framework Member in connection with or as a part of the Services and all matters relating to them.
- 9.6 Not Used
- 9.7 The Framework Member will successfully and without delay, complete and deliver the Services to ComReg's satisfaction.
- 9.8 If required by ComReg from time to time the Framework Member shall submit to ComReg updates, reports, progress reports, drafts or other documents relating to the Services, at such times as ComReg shall reasonably require and in such format as ComReg shall reasonably require (including electronic format).
- 9.9 If required by ComReg from time to time the Framework Member shall report to ComReg on all matters (including at ComReg's premises from time to time or when reasonably required) related to the Services in such form and with such frequency and within such time periods as are reasonable specified by ComReg, and the Framework Member shall grant ComReg full and free access to all papers, results, documents, and data generated by the Framework Member in the performance of the Call-Off Contract, the Services and Service Standards. ComReg may keep the said materials.
- 9.10 The grant of any approval, acceptance, confirmation or consent by ComReg, or the failure by ComReg to respond to any communication, in respect of any matters (including any timeline):
- (a) does not pass any liability or responsibility to ComReg in connection with same;

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- (b) does not imply or suggest compliance with the Service Standards, this Framework Agreement and/or the Call-Off Contract;
 - (c) does not in any way diminish the responsibility and liability of the Framework Member in connection with same.
- 9.11 If, at any time, the Framework Member becomes aware that it will not (or is unlikely to) successfully achieve any milestones, dates or stages or may be delayed as regards the delivery of the Services, it will immediately notify ComReg of the fact of the delay, the reasons for the delay, the consequences of the delay for Services and how the Framework Member proposes to mitigate the delay. The Framework Member will deploy all additional resources and efforts, and take all steps, to eliminate or mitigate the consequences of any delay.
- 9.12 If the Framework Member fails to provide the Services or comply with its obligations in accordance with this Framework Agreement or any Call-Off Contract, or fails to provide the Services in a reasonable and timely manner in any respect or ComReg is not satisfied with the standard of any part of the Services provided, ComReg, at its absolute discretion, may either:
 - (a) require the Framework Member, within a specified period and at no charge, to re-perform and/or re-execute the relevant Services and/or comply with its relevant obligations, as the case may be, in the manner originally required; or
 - (b) perform and/or execute all or part of the Service as the Framework Member was originally required to by using its own personnel or by engaging a third party to do so and all costs and expenses incurred by ComReg in such regard due to the Framework Member under the relevant Call-Off Contract, or will be recoverable from the Framework Member by ComReg as a debt free from counterclaim, set-off or similar.
- 9.13 ComReg may terminate the Call-Off Contract with immediate effect if the Framework Member does not comply with any requirement under Cause 9.12 within seven (7) days, or if ComReg is not satisfied with the standard of any such remedial Services undertaken by the Framework Member it may terminate this Framework Agreement in accordance with Clause 17.7 herein.
- 9.14 The Framework Member shall for the purposes of overseeing and co-ordinating the timely and proper establishment and delivery of the Services be available for consultation with ComReg during business hours during the relevant Call-Off Contract, with a view to achieving, inter alia, the most efficient performance of the Services.
- 9.15 The Framework Member agrees to assist, co-operate, co-ordinate and share its information with any other Framework Member(s) engaged by ComReg in connection with the project to which the Services relate. The Framework Member agrees to manage and resolve any issues that may arise in relation to such assistance, co-operation, co-ordination or sharing of information directly

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with the other Framework Member(s). For the avoidance of doubt, such assistance, co-operation, co-ordination or sharing of its information does not constitute a disclosure of Confidential Information.

- 9.16 The Framework Member agrees to any reasonable increase in the Service Standards requested by ComReg from time to time (without any increase in the Fees).

10 COMMUNICATIONS

- 10.1 ComReg will issue communications in connection with this Framework Agreement to the Framework Member's contact point set out in Part 1 of Schedule 2 **Framework Agreement Details**. This person is authorised to commit the Framework Member on all matters related to this Framework Agreement; and will be available to meet at all reasonable times with ComReg and such other persons as may be specified by ComReg. ComReg may require the Framework Member to replace this person with a substitute acceptable to ComReg. If the person is no longer able to fulfil the role, a replacement must be proposed in writing for approval by ComReg.
- 10.2 The Framework Member may communicate with ComReg in relation to this Framework Agreement only through the contact point set out in Part 1 Schedule 2 **Framework Agreement Details** unless otherwise agreed by ComReg. ComReg may change this person at any time at its sole discretion and will notify the Framework Member in writing if it does so.

11 ACCESS TO INFORMATION AND AUDIT

- 11.1 The Framework Member shall maintain proper accounts and records of its performance under this Framework Agreement and any Call-Off Contract.
- 11.2 ComReg may at any time, on giving seven (7) days' notice (save in the case of emergency when no notice shall be required to be given), conduct an audit (itself and/or using an auditor with relevant experience and qualifications) of the Framework Member for the following purposes:
- 11.2.1 to verify the accuracy of the Fees (including the calculation of same);
 - 11.2.2 to review the Framework Member's compliance with and performance of its obligations under this Framework Agreement or any Call-Off Contract; and/or
 - 11.2.3 to review the Framework Member's accounts and records held and maintained in accordance with Clause 11.1.

The scope of this audit shall solely relate to the Services.

- 11.3 If, as a result of the exercise by ComReg of its audit rights, ComReg is not satisfied that the Framework Member is providing the Services in accordance with its obligations pursuant to this Framework Agreement or any Call-Off

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Contract, ComReg shall so inform the Framework Member and the Framework Member shall forthwith take such actions as are necessary to ensure compliance. The rights of ComReg pursuant to this Clause 11.3 are independent of, and in addition to, any other rights and remedies it may have.

- 11.4 Without prejudice to any legal requirement or longer retention requirement under this Framework Agreement or any Call-Off Contract, all accounts and records referred to in this Clause 11 shall be retained by the Framework Member for a period of six (6) years following the termination or expiry of this Framework Agreement.

12 CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

- 12.1 Subject to Clause 12.2, during the term of this Framework Agreement and at any time after the termination or expiry of this Framework Agreement the Framework Member undertakes to:

- 12.1.1 keep safe, secure, secret and strictly confidential the Confidential Information;
- 12.1.2 not use any Confidential Information for any purpose other than in the performance of its obligations under this Framework Agreement and any relevant Call-Off Contract;
- 12.1.3 not disclose any Confidential Information to any person except with the prior written consent of ComReg or in accordance with Clause 12.2;
- 12.1.4 prevent the use or disclosure of Confidential Information;
- 12.1.5 not to use or disclose the Confidential Information to any third party without ComReg's prior written consent; and
- 12.1.6 to immediately notify ComReg in writing if the Framework Member suspects that the confidentiality and security of the Confidential Information has been breached.

- 12.2 The Framework Member may disclose information which would otherwise be Confidential Information if and to the extent that:

- (i) it is required by law;
- (ii) the information has come into the public domain or in to the knowledge of the Framework Member, otherwise than through a breach of this Clause 12 (or any other confidentiality agreement) by the Framework Member;

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- (iii) it is required by existing contractual obligations of which ComReg is made aware prior to the Commencement Date of this Framework Agreement;
 - (iv) it is required by a regulatory or Government body in Ireland to which it is subject provided that it gives ComReg as much advance notice as reasonably possible and permits ComReg to make representations; or
 - (v) the disclosure is to its professional advisers, other officers, employees and sub-contractors (“a **Recipient**”) to the extent that disclosure is reasonably necessary for the purposes of this Framework Agreement and/or any Call-Off Contract, provided that it gives ComReg as much advance notice as reasonably possible and permits ComReg to make representations.
- 12.3 The Framework Member shall ensure that a Recipient is made aware of and complies with the Framework Member’s obligations of confidentiality under this Framework Agreement as if the Recipient was a party to this Framework Agreement and in this regard the Framework Member shall be liable for the acts and omissions of the Recipients as if such acts and omissions were its own.
- 12.4 At ComReg’s request, the Framework Member shall provide, and shall procure that any relevant Recipient provide, satisfactory evidence that the obligations outlined at Clause 12.2 have been implemented and are being maintained to a level acceptable to ComReg. This evidence shall be provided within five (5) working days of ComReg’s request.
- 12.5 Once the purpose for which the Confidential Information was supplied to the Framework Member has been fulfilled, the Framework Member shall within one (1) month of receiving written notice:
 - 12.5.1 return to ComReg all Confidential Information insofar as it is in tangible form together with all copies thereof, provided however that in such case the Framework Member shall be entitled to retain one copy of same for professional indemnity purposes which copy shall only be used for such purposes; and
 - 12.5.2 provide a signed statement to ComReg certifying that all Confidential Information has either been delivered to ComReg or destroyed.
- 12.6 The Framework Member acknowledges that ComReg may be required to grant access to records held by ComReg in relation to the Services to members of the public pursuant to the provisions of the Freedom of Information Act 2014 and the Framework Member shall provide ComReg with copies of any relevant records (for the purpose of the Freedom of Information Act 2014) held by it within five (5) days (or as soon as possible thereafter) of a request being made by ComReg.

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- 12.7 The Framework Member acknowledges that prior to the execution of this Framework Agreement it has familiarised itself with and is aware of the provisions of the Freedom of Information Act 2014 and ComReg's procedures in relation thereto which are published on ComReg's website at www.comreg.ie.
- 12.8 Subject to this Clause 12, no public announcement concerning this Framework Agreement, the Services or any ancillary matter shall be made by the Framework Member, without the prior written consent of ComReg.
- 12.9 Clause 12.7 does not apply to a public announcement, communication or circular to be made or sent by the Framework Member, if it is required by law, or any regulatory or Government body, to which it is subject.
- 12.10 The Service Provider acknowledges that any Confidential Information marked by ComReg or claimed as legally privileged shall be privileged and the benefit of the privilege belongs to ComReg. The provision of legally privileged Confidential Information does not amount to any waiver of privilege.
- 12.11 The Framework Member agrees that it shall refrain from providing services for any electronic communications provider in the State for a period of six (6) months following the expiration or termination of any Call-Off Contract awarded to the Framework Member.
- 12.12 This Clause survives the termination or expiration of this Framework Agreement.

13 INTELLECTUAL PROPERTY

- 13.1 The Framework Member (and any other third party) has no, and will not, subject to Clause 13.7 and Clause 13.8, acquire any, right, title or interest in or to the Intellectual Property of ComReg or its third party licensors (including, without prejudice to the generality of the foregoing, any inputs, information, data and similar items provided or made available to the Framework Member by or on behalf of ComReg).
- 13.2 ComReg has no, and will not, subject to Clause 13.5, acquire any, right, title or interest in or to the Background Intellectual Property of the Framework Member or its third party licensors.
- 13.3 The Framework Member hereby irrevocably, unconditionally and absolutely assigns, conveys, transfers and sets over unto ComReg (with full title guarantee) all right, title and interest in and to all present and future rights and interest in all Intellectual Property (including the right to sue for past infringement and free from all encumbrances) in: (i) the Deliverables and Services; and (ii) all Intellectual Property arising out of and/or in connection with the Services and Deliverables (including, without prejudice to the generality of the foregoing, any inputs, information, data, outputs, results, findings and similar items generated or developed by the Framework Member independently or jointly with ComReg or its consultants or other contractors ("**Foreground Intellectual Property**"). For the avoidance of doubt, Foreground Intellectual Property as

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above defined expressly excludes any Intellectual Property comprised in and/or protected under the definition of Background Intellectual Property.

- 13.4 The Framework Member irrevocably and unconditionally waives, and undertakes to procure the waiver of, all moral rights in respect of the Foreground Intellectual Property to which it may now or at any time in the future be entitled, whether under the Copyright and Related Rights Act 2000 to 2007 (as amended) or under any similar laws in force from time to time in any part of the world in favour of the Framework Member.
- 13.5 The Framework Member hereby grants to ComReg an irrevocable, perpetual fully paid up, worldwide, royalty free, non-exclusive, transferable, sub-licensable licence to use, update, amend, improve, adapt and/or modify the Framework Member's Background Intellectual Property in any way whatever in connection with, and/or in order to obtain the full benefit of, the Services and the Deliverables and/or for any related and/or connected purpose whatever (including any litigation or administrative procedure in any way connected with the use to which the Deliverables were put by ComReg). This Clause 13.5 survives the termination or expiration of this Framework Agreement. In relation to any third party software comprised in and/or forming the subject-matter of any Background Intellectual Property covered by this Clause 13.5, the licence in this Clause 13.5 shall apply to the extent permitted by the relevant third-party licence terms and on condition that such terms are notified to ComReg in advance of such third-party software being supplied and/or made available to ComReg. Further, for the avoidance of doubt, ComReg shall not under this Clause 13.5 undertake any commercialisation (being licensing on the commercial open market) of any software or Models forming part of the Background Intellectual Property without the Framework Member's prior written consent.
- 13.6 The Framework Member acknowledges and agrees that the whole or any part of any or all of the Deliverables (including the whole or any part of any results, findings and output of any Model or the whole or any part of any or all of the inputs, information, data and similar items included in any Model), shall be provided to ComReg and may be used, publicised and made available to the public by ComReg in its own name (subject to the following sentence) and in such manner as it sees fit at its absolute discretion. ComReg will use reasonable endeavours to credit the Framework Member as the original author of any Deliverable (or part of a Deliverable) which ComReg publishes or which ComReg cites, quotes or uses in a published report or similar document where considered appropriate by ComReg (acting reasonably), except that ComReg is not required to do so where ComReg (acting reasonably) considers that this may be to the detriment of ComReg or adverse to its interests or adverse to the intended use to which the Deliverable may be put by ComReg.
- 13.7 Where ComReg intends to publicise any Model or make it available to third parties, ComReg shall notify the Framework Member in advance and provide the Framework Member with a copy of the Model that it intends to publicise or make available and with the identity of any relevant third parties provided that ComReg shall not be required to obtain the Framework Member's consent. Where ComReg uses a Model for any future uses or projects falling outside the scope of the project to which the Services relate, it shall not associate the

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Framework Member in any way with the Model or any portion or derivative of it, including but not limited to the use of the Framework Member's name or logo, without the Framework Member's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed by the Framework Member).

- 13.8 ComReg hereby grants the Framework Member, subject to ComReg's prior written consent in any case (which consent shall not be unreasonable withheld or delayed by ComReg), a revocable non-exclusive non-transferable limited licence to use ComReg's Intellectual Property solely to the extent necessary to provide the Services, and not for any other purpose. This licence will immediately cease upon the termination or expiry of this Framework Agreement and/or Call-Off Contract (or earlier to the extent that any such Intellectual Property is not required by the Framework Member for the purpose of fulfilling its obligations to provide the Services).
- 13.9 ComReg hereby agrees to grant the Framework Member, subject to ComReg's prior written consent in any case (which consent will not be unreasonably withheld or delayed by ComReg) a revocable non-exclusive non-transferable limited licence to use the Foreground Intellectual Property. The grant of a licence in any case is subject to ComReg's prior written consent and will extend only to the specific parts of the Foreground Intellectual Property, and be limited solely to the use of those specific parts of the Foreground Intellectual Property for the purpose and in the manner expressly set out and identified in the written consent in that case. The licence in any case may also be made subject to any other conditions or requirements set out in the written consent (including, without prejudice to the generality of the foregoing, restrictions on the use of, or an exclusion from the licence of, specific content, Intellectual Property or Confidential Information contained in, connected with or associated with the Foreground Intellectual Property). Each licence granted under this Clause 13.9 is separate and independent of any other licence granted under it. Each licence will immediately terminate when the Framework Member ceases to require use of the Foreground Intellectual Property for the purpose for which the licence was granted. ComReg may withhold or limit its consent under this Clause 13.9 if ComReg considers that the use to which the Foreground Intellectual Property may be put by the Framework Member may (i) be to the detriment of ComReg; (ii) be adverse to its interests; (iii) be adverse to the intended use to which the Foreground Intellectual Property may be put by ComReg; and/or (iv) result in the use, access or disclosure of Confidential Information. A consent will only be deemed to have been given by ComReg under this Clause 13.9 where it is expressly stated to have been given under this Clause 13.9 and the consent has been signed in pen on behalf of ComReg by an authorised person.
- 13.10 The Framework Member agrees to respect ComReg's and its third party licensors' legal and beneficial rights in and to each of their Intellectual Property and the Framework Member will not do anything (whether by act omission) that adversely affects the rights of ComReg or its third party licensors in or to either of their Intellectual Property.

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13.11 The Framework Member agrees on request at any time to give ComReg or any person authorised by ComReg access to the Framework Member's Intellectual Property and to provide copies of same at its own expense.

13.12 The Framework Member warrants, represents and undertakes that:

13.12.1 it has the right to grant, licence, assign, convey and transfer, as the case may be, all rights, licences, interests in and to all Intellectual Property granted by it under this Framework Agreement or any Call-Off Contract; and

13.12.2 the normal use and possession by ComReg or any other person in accordance with this Framework Agreement of any Intellectual Property supplied, procured, generated, made available or used by or on behalf of the Framework Member under this Framework Agreement and/or in connection with the Services and/or Deliverables does not, and will not, infringe the Intellectual Property rights of any third party.

13.13 The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, ComReg on demand from and against any Liabilities suffered and/or incurred by or taken against ComReg arising out of or in connection with or as a result of any threat or claim that the Services, Deliverables and/or any Intellectual Property supplied, generated or made available by the Framework Member in breach of or infringes the Intellectual Property rights of a third party. This indemnity survives the termination or expiration of this Framework Agreement and any Call-Off Contract entered into under this Framework Agreement.

13.14 ComReg will:

13.14.1 notify the Framework Member in writing of any claim falling within Clause 13.13 ("**IPR Claim**");

13.14.2 allow the Framework Member to conduct all negotiations and proceedings and provide the Framework Member with such reasonable assistance as is required by the Framework Member, each at the Framework Member's sole cost and expense, regarding the IPR Claim provided:

(i) the Framework Member gives to ComReg such reasonable financial or equivalent security as may from time to time be reasonably required by ComReg to cover the amount ascertained or agreed or estimated, as the case may be, of any Liabilities for which ComReg may become liable,

(ii) the Framework Member diligently takes over such conduct within a reasonable time after being notified of the claim in question using competent counsel and in such a way as not to bring the reputation of ComReg into disrepute;

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(iii) the Framework Member shall keep ComReg fully informed of the progress of the IPR Claim and will provide ComReg with copies of all relevant documents in its possession as are necessary and as may be requested by ComReg (acting reasonably) save to the extent any such documentation is legally privileged; and

(iv) the rights of the Framework Member under this paragraph 3.14.2 in relation to a particular IPR Claim may, by notice in writing from ComReg, be terminated where, in ComReg's reasonable opinion, the action or its continuation is likely to materially adversely affect ComReg's reputation;

and

13.14.3 not, without prior consultation with the Framework Member, make any admission relating to the IPR Claim or attempt to settle it, provided that the Framework Member considers and defends the IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of ComReg into disrepute.

13.15 The provisions under this Clause 13 will continue to apply notwithstanding the termination or expiration of this Framework Agreement for any reason and notwithstanding the completion of the performance of the Services.

14 DATA PROTECTION

14.1 For the purposes of this Framework Agreement, the terms Personal Data, Controller, Processor, Data Subject, Personal Data Breach, process and processing have the meanings set out in Data Protection Legislation. Schedule 7 sets out details of the scope, nature and purpose of processing by the Framework Member, the duration of the processing and the types of Personal Data and categories of Data Subject.

14.2 The Framework Member shall and hereby warrants that it shall:

14.2.1 process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and in accordance with Data Protection Legislation and ComReg's documented instructions from time to time and shall not process the Personal Data for any other purpose. The Framework Member will keep a record of any processing of Personal Data it carries out on behalf of ComReg; take all measures required pursuant to Article 32 of the GDPR, including to ensure its own compliance with the requirements under Article 32 GDPR and to assist ComReg in meeting its obligations under Article 32 GDPR;

14.2.2 ensure that it has in place appropriate technical and organisational security measures, reviewed and approved by ComReg to protect against unauthorised or unlawful processing

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of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 14.2.3 ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to meet the Framework Member's obligations under this Framework Agreement and such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties;
- 14.2.4 ensure that all of its employees involved with the Services have committed themselves to confidentiality and are aware both of the Framework member's duties and their personal duties and obligations under Data Protection Legislation, Applicable Laws and this Framework Agreement;
- 14.2.5 promptly comply with any request from ComReg requiring the Framework Member to amend, transfer or delete the Personal Data;
- 14.2.6 provide, at ComReg's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by ComReg, including so as to enable ComReg to comply with its obligations under Articles 15 – 22 of the GDPR;
- 14.2.7 not authorise a third party ("sub-processor") to process the Personal Data unless:
 - a. ComReg has provided its prior written consent;
 - b. The same obligations as set out in this Framework Agreement, and in particular, this Clause 14, shall be imposed on the sub-processor by way of a contract between the Framework Member and the sub-processor;
 - c. where the sub-processor fails to fulfil its data protection obligations, the Framework Member shall remain fully liable to ComReg for the performance of that sub-processor's obligations; and

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- d. provided that the sub-processor's contract terminates automatically on termination of this Framework Agreement for any reason.
- 14.2.8 not transfer the Personal Data outside the European Economic Area without the prior written consent of ComReg and (subject to that consent) ensure that the following conditions are fulfilled:-
 - a. ComReg or the Framework Member has provided for and implemented appropriate safeguards in relation to the transfer, approved in advance by ComReg;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. the Framework Member ensures compliance with its and ComReg's obligations under Data Protection Legislation relating to the transfer; and
 - d. the Framework Member complies with reasonable instructions notified to it in advance by ComReg with respect to the processing of the Personal Data;
- 14.2.9 within 24 hours of becoming aware, inform ComReg on becoming so aware of any Personal Data Breach or if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, and provide ComReg with full co-operation and assistance to enable it to investigate and to understand the causes of any Personal Data Breach or such other incidents including so as to allow ComReg to remedy same. Without prejudice to this, the Framework Member will restore such Personal Data at its own expense;
- 14.2.10 process the Personal Data in compliance with Data Protection Legislation and all Applicable Laws; and
- 14.2.11 provide all reasonable assistance to ComReg in ensuring compliance by ComReg with ComReg's obligations under Articles 15 – 22 GDPR and under Articles 32 – 36 GDPR.
- 14.3 If the Framework Member receives any complaint, notice or communication (whether from a Data Subject or from a data protection supervisory authority or otherwise) which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Legislation, it shall immediately notify ComReg and it shall provide ComReg with full co-operation and assistance in relation to any such complaint, notice or communication.
- 14.4 If the Framework Member receives a request from a Data Subject to exercise his/her rights under Data Protection Legislation, the Framework Member shall:
 - a. notify ComReg within two Business Days of receiving such a request;

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- b. provide ComReg with full co-operation and assistance in relation to any such request made by the Data Subject to exercise their said rights; and
 - c. not disclose the Personal Data to any Data Subject or to a third party other than at the request of ComReg or as provided for in this Framework Agreement.
- 14.5 The Framework Member shall make available to ComReg all information necessary to demonstrate compliance with Data Protection Legislation. ComReg is entitled, on giving at least seven Business Days notice to the Framework Member, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Processor. This requirement to give notice will not apply if ComReg has reasonable grounds to believe that the Framework Member is in breach of any of its obligations under this Clause 14.
- 14.6 The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, ComReg on demand from and against any Liabilities suffered and/or incurred by or taken against ComReg arising out of or in connection with or as a result of any failure by the Service Provider, its employees, sub-contractors, sub-processors or agents to comply with Data Protection Legislation or any of the Service Provider's obligations under this Clause 14. This indemnity survives the termination or expiration of this Framework Agreement and any Call-Off Contract entered into under this Framework Agreement.
- 14.7 The Framework Member shall, at the choice of ComReg, delete or return to ComReg all Personal Data after the end of the provision of the Services relating to processing and deletes existing copies unless European Union or member state law requires storage of the Personal Data.

15 DISCLOSURES

- 15.1 The Framework Member will immediately and fully disclose in writing any change in events or circumstances which in any way relates to the Framework Member, Framework Application, Tender or is otherwise connected with this Framework Agreement, any Call-Off Contract or its ability to perform the Services.
- 15.2 The Framework Member will immediately and fully disclose in writing to ComReg:
 - (a) any claims or actions for damages in excess of fifty thousand euro (€50,000.00) made or threatened to be made against any of the Framework Member;
 - (b) any contracts with the Framework Member terminated, threatened to be terminated or purportedly terminated by the other party for breach or other cause;

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- (c) any material change in the shareholding, control and/or ownership of any of the Framework Member or its related companies;
- (d) any incapacity or unavailability of the Framework Member; and/or
- (e) any change in events or circumstances which in any way relates to or is connected with any of the confirmations given in Clause 3 or renders them untrue or inaccurate.

16 SUSPENSION

- 16.1 ComReg may suspend the Framework Member's appointment to the Framework on notice ("**Suspension Notice**") for such period as ComReg considers appropriate if ComReg considers that one of the events set out in Clauses 17.3, 17.6 or 17.7 has occurred at any time. The Framework Member will not be eligible to participate in, or submit Tenders in respect of Call-Off Contracts for the duration of the suspension.
- 16.2 On or following the issuing of a Suspension Notice ComReg may by notice require the Framework Member to suspend the progress of the whole or any part of the Services under any Call-Off Contract for a specified period upon receipt of such a notice.
- 16.3 On suspension of the Services (or part of them):
 - (a) the Framework Member will do no further work to perform the suspended Services except as instructed in writing in ComReg's notice suspending the Services;
 - (b) ComReg may complete the suspended Services (or part of them) itself, or employ others to do so, and may use or make available to others its rights to material, including any materials, deliverables, data, reports, information or documents prepared, produced or supplied by the Framework Member;
 - (c) ComReg will pay the Framework Member the amount that ComReg reasonably estimates is due in accordance with the relevant Call-Off Contract for the Services the Framework Member has properly performed up to the date of suspension;
 - (d) the payments for Services provided in Clause 16.3(c) are the only payments to which the Framework Member is entitled (and for certainty, the Framework Member is not entitled to any payment in respect of loss of profit, turnover or contribution to overheads); and
 - (e) the Framework Member will furnish to ComReg all material, documents, reports and information and data that it has obtained, produced or prepared, prior to suspension in connection with the suspended Services.

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- 16.4 Following any such period of suspension referred to in Clause 16.2, ComReg may by notice require the Framework Member to immediately recommence work on all or any part of the suspended Services.
- 16.5 Unless such suspension is necessary by reason of some default of or breach of this Framework Agreement or any Call-Off Contract by the Framework Member for which it is responsible, the following provisions shall apply:
 - 16.5.1 the Framework Member shall be entitled to an extension of time for performance of the obligation(s) to which the suspension relates; and
 - 16.5.2 the Framework Member shall be reimbursed by ComReg in respect of any increased costs reasonably incurred by the Framework Member by reason of such suspension.

17 TERMINATION

- 17.1 ComReg may terminate this Framework Agreement in whole or in part with sixty (60) days prior written notice without cause if it terminates the Framework for all members of the Framework.
- 17.2 ComReg may terminate any Call-Off Contract in whole or in part with thirty (30) days prior written notice without cause.
- 17.3 If the Framework Member:
 - 17.3.1 abandons or threatens to abandon this Framework Agreement or commits a material breach (whether repudiatory or not) of any of its obligations under this Framework Agreement, Framework Rules or any Call-Off Contract;
 - 17.3.2 its employees, servants or agents or any of them commit any act of grave misconduct or gross default or any conduct tending to bring either the Framework Member or ComReg into disrepute or affecting the business of ComReg;
 - 17.3.3 through its employees, servants or agents or otherwise is in default or neglect in the discharge of its obligations under this Framework Agreement or any Call-Off Contract or is, convicted of any criminal offence or is otherwise unable to undertake the Services or part thereof, to the satisfaction of ComReg;
 - 17.3.4 suffers an Insolvency Event;
 - 17.3.5 fails to effect and maintain the insurance required by this Framework Agreement or any Call-Off Contract;
 - 17.3.6 undergoes a Change of Control to which ComReg does not give its prior written consent;

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- 17.3.7 if in the reasonable opinion of ComReg, it appears that the Framework Member has a Conflict of Interest or Bias that has not been properly disclosed or which cannot be resolved to ComReg's satisfaction, or there is in ComReg's opinion, any registrable interest involving the Framework Member, ComReg, or employees of ComReg, or their relatives, that has not been fully disclosed in writing to it prior to the date of this Framework Agreement; or
- 17.3.8 the Framework Member does not enter into a Call-Off Contract when selected to do so in accordance with the Framework Rules;
- 17.3.9 the Framework Member does not submit a tender for a Call-Off Contract due to lack of capacity or other reasons on two or more occasions,

ComReg may, without prejudice to any other right or remedy, terminate this Framework Agreement and/or any Call-Off Contract by giving the Framework Member five (5) days written notice thereof.

- 17.4 ComReg may terminate this Framework Agreement and/or any Call-Off Contract by notice in writing with immediate effect if, in the reasonable opinion of ComReg, it is necessary or prudent to terminate this Framework Agreement in order to comply with the requirements of applicable public procurement law or settle any complaint or challenge received by ComReg in such respect. This includes, but is not limited to, the situation where any of the exclusion grounds set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016 apply to the Framework Member or the Framework Team Member.
- 17.5 If conditions arise because of a change in Government policy, or the passing of any law, or the issuing of any guidance or circular by a Government department, which in the opinion of ComReg, makes it advisable or necessary to dispense with the Framework or Services, ComReg may terminate this Framework Agreement and/or any Call-Off Contract upon five (5) days written notice to the Framework Member. Such a termination shall be effected in the manner specified in the said notice and shall be without prejudice to any claims which either party may have against the other under this Framework Agreement or any Call-Off Contract. In the event of such termination by ComReg includes the termination of any Call-Off Contract, ComReg shall pay to the Framework Member such Fees (if any) as are properly owing for the portion of the Services performed up to the date of such termination.
- 17.6
- 17.7 If ComReg is not satisfied with the standard of any part of the Services performed by the Framework Member, it may by written notice require the Framework Member to remedy any defective work within a period of fourteen (14) days, of the receipt of such a notice or such other period as may be agreed

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between the parties. ComReg may terminate the relevant Call-Off Contract with immediate effect if it is not satisfied with the standard of any such remedial work undertaken by the Framework Member.

- 17.8 If ComReg terminates this Framework Agreement or any Call-Off Contract because of a material breach it may rely on a single material breach, a number of material breaches or repeated material breaches.

18 ARRANGEMENTS ON TERMINATION

- 18.1 If this Framework Agreement or any Call-Off Contract is terminated for any reason, the Framework Member shall only be entitled to the payment of Fees directly attributable to the proportion of the Services properly completed in accordance with this Framework Agreement and the relevant Call-Off Contract. Any prepaid Fees for Services to be completed after such termination shall forthwith, upon termination, be refunded to ComReg on demand.
- 18.2 ComReg shall not be liable to the Framework Member (or to any third party engaged by the Framework Member to assist in the provision of the Services) for any loss of profit, contracts, goodwill, business opportunity or anticipated saving suffered or incurred by the Framework Member arising out of or in connection with this Framework Agreement, whether by termination or otherwise.
- 18.3 Termination of this Framework Agreement or any Call-Off Contract shall be without prejudice to the rights and remedies of either party in relation to any negligence, omission or default of the other party prior to termination.
- 18.4 The termination or expiry of this Framework Agreement or any Call-Off Contract shall not prejudice any provision of this Framework Agreement or the relevant Call-Off Contract which explicitly or impliedly is intended to survive expiry or termination of this Framework Agreement or the relevant Call-Off Contract.
- 18.5 ComReg's rights to terminate this Framework Agreement or any Call-Off Contract as provided for in Clause 17 are in addition to any other rights of termination provided for in this Framework Agreement or any Call-Off Contract.
- 18.6 On termination of this Framework Agreement or any Call-Off Contract, the Framework Member shall execute and deliver all documentation prepared by the Framework Member and all other documentation in its custody or control relating to the Services to ComReg and shall take further steps as ComReg may reasonably require for the purpose of fully vesting in ComReg all rights and benefits of the Framework Member arising therefrom.
- 18.7 Upon termination of this Framework Agreement or any Call-Off Contract where the Framework Member fails to provide the Services or comply with its obligations in accordance with this Framework Agreement or any Call-Off Contract, or fails to provide the Services in a reasonable and timely manner in any respect or ComReg is not satisfied with the standard of any part of the Services provided, ComReg, at its absolute discretion, may procure substitute

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consultancy services from another supplier. Except in the case of termination under Clause 17.5, the costs of procuring an alternative supplier of the Services shall be reimbursed to ComReg by the Framework Member.

- 18.8 The termination of this Framework Agreement or any Call-Off Contract with one Framework Member does not affect the continuation of the Framework or of any other Call-Off Contracts with the remaining members of the Framework.

19 INDEMNITY

- 19.1 The Framework Member acknowledges that ComReg will be relying on the Framework Member's skill, expertise and experience in providing the Services. ComReg will also be relying on the accuracy of all representations or statements made and the advice given by the Framework Member in connection with the provision of the Services. The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, ComReg on demand from and against any Liabilities suffered and/or incurred by or taken against ComReg arising out of or in connection with or as a result of the Framework Member's breach, act, neglect, default or omission of any of the obligations, representations or the warranties contained in this Framework Agreement and any relevant Call-Off Contract or arising out of the Framework Member's negligence, act, default, omission or breach in providing or while performing or in the connection with the Services, or while present on ComReg's premises. This indemnity survives the termination or expiration of this Framework Agreement and any Call-Off Contract entered into under this Framework Agreement.
- 19.2 Save in respect of Clause 14.6 (Data Protection indemnity), Clause 13.13 (Intellectual Property indemnity) or a breach of any of the provisions of Clause 12 (Confidential Information), the liability of the Framework Member under each Call-Off Contract shall, to the fullest extent permitted by law, be limited €1,500,000 (one and a half million Euro) or Three (3) times the value of the Call-Off Contract, whichever is the higher.
- 19.3 Without limiting the foregoing, the Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, ComReg on demand from and against any Liabilities suffered and/or incurred by or taken against ComReg arising out of or in connection with or as a result of: (i) any injury to or the death of any person whatsoever; (ii) damage to any property caused by or arising from any act, breach, neglect, default or omission of the Framework Member, in providing or while performing or in the connection with the Services, or while present on ComReg's premises. These indemnities survive the termination or expiration of this Framework Agreement and any Call-Off Contract entered into under this Framework Agreement.

20 INSURANCE

- 20.1 If awarded a Call-Off Contract, the Framework Member shall, at its sole cost and expense, effect and maintain for the benefit of ComReg for the duration of the Call-Off Contract, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of

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the Call-Off Contract, insurance cover with reputable insurers, acceptable to ComReg to cover liabilities that may arise under or in connection with such Call-Off Contract.

- 20.2 The relevant insurer will, and the Framework Member shall ensure that the relevant insurer will, indemnify ComReg directly against any claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify ComReg, the Framework Member shall use all insurance monies received by it to indemnify ComReg in respect of any claim and shall make good any deficiency from its own resources.
- 20.3 The Framework Member shall ensure that ComReg's interest is noted on each insurance policy or that a generic indemnity to principals clause has been included in each such policy which provides equivalent protection to ComReg and, at the request of ComReg, or of ComReg's insurance broker, shall furnish a certificate from its insurers confirming that the policy (or policies) are in place and are in the amounts stipulated by ComReg. The Framework Member shall notify ComReg immediately in the event that any insurance ceases to be available or maintained. Policies will be shown to ComReg whenever requested by ComReg, together with satisfactory evidence of payment of premiums.
- 20.4 At ComReg's reasonable request, the Framework Member shall increase the agreed insurance limits or obtain additional coverage.
- 20.5 If the Framework Member fails to provide the insurance cover specified by ComReg when awarding any Call-Off Contract, ComReg may do so for the whole or part of the period for which such cover is required, without being under any obligation to do so, and may deduct any costs it incurs in obtaining such cover from any Fees due to the Framework Member under the relevant Call-Off Contract.
- 20.6 Neither failure to comply nor full compliance with the insurance provisions of this Framework Agreement shall limit or relieve the Framework Member of its liabilities and obligations arising under this Framework Agreement or a Call-Off Contract.

21 JOINT AND SEVERAL LIABILITY

- 21.1 If the Framework Member is comprised of more than one person or legal entity, unless expressly provided otherwise in this Framework Agreement or in any Call-Off Contract, all representations, warranties, indemnities, undertakings, covenants, agreements and obligations made, given or entered into in this Framework Agreement or any Call-Off Contract by the Framework Member are made, given or entered into jointly and severally by each of the persons that constitute the Framework Member.
- 21.2 If the Framework Member is comprised of more than one person or legal entity, ComReg may take action against any one or more of the persons or legal entities and/or may release or compromise in whole or in part the liability of any one or more of them under this Framework Agreement or under any Call-

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Off Contract or grant any time or other indulgence without affecting the liability of the other persons that constitute the Framework Member.

22 NON-SOLICITATION

- 22.1 The Framework Member agrees that, for the duration of this Framework Agreement and of any Call-Off Contract and for a period of six (6) months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of ComReg any person employed by ComReg in any capacity whatsoever, whether or not such an employee would commit a breach of his employment contract in so doing, save where any such person came to the Framework Member independently or responded to an advertised position.
- 22.2 ComReg agrees that during the period of any Call-Off Contract and for a period of six (6) months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of the Framework Member any person employed by the Framework Member in any capacity whatsoever, whether or not such an employee would commit a breach of his employment agreement in so doing, save where any such person came to ComReg independently or responded to an advertised position.

23 FORCE MAJEURE

- 23.1 If the Framework Member is prevented, hindered or delayed from or in performing any of its obligations under this Framework Agreement and/or under any Call-Off Contract by a Force Majeure Event:
- 23.1.1 the Framework Member's obligations under this Framework Agreement and/or under any Call-Off Contract are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
- 23.1.2 as soon as reasonably possible after the start of the Force Majeure Event, the Framework Member shall notify ComReg in writing of the Force Majeure Event, the date on which it started and the effects on its ability to perform its obligations under this Framework Agreement and/or under any Call-Off Contract;
- 23.1.3 if the Framework Member does not comply with its obligations under Clause 23.1.2 above, it forfeits its rights under Clause 23.1.1; and
- 23.1.4 the Framework Member shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Framework Agreement and under any Call-Off Contract and immediately after the end of the Force Majeure Event the Framework Member shall notify ComReg that the Force Majeure Event has ended and resume

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performance of its obligations under this Framework Agreement and under any Call-Off Contract.

- 23.2 If the Force Majeure Event continues for more than three (3) months starting on the day the Force Majeure Event starts, either the Framework Member or ComReg may terminate this Framework Agreement and/or any Call-Off Contract by giving not less than thirty (30) days written notice.

24 ASSIGNMENT AND SUB-CONTRACTING

- 24.1 This Framework Agreement is personal to the Framework Member and the Framework Member may not assign, mortgage, charge, create an interest in any trust over, or dispose of any of its rights or obligations under this Framework Agreement and/or under any Call-Off Contract.
- 24.2 The Framework Member shall not sub-contract any part of the Services, or otherwise engage any third party to provide, without obtaining the prior written consent of ComReg. If the Framework Member wishes to apply for the consent of ComReg to appoint or change a sub-contractor, the Framework Member shall give ComReg not less than fourteen (14) days notice of:
- 24.2.1 the intended appointment of the sub-contractor, with detailed particulars which shall include its relevant experience; and
 - 24.2.2 the intended commencement date and scope of the sub-contractor's work.
- 24.3 If the Framework Member has obtained ComReg's consent as referred to in Clause 24.2, the consent shall:
- 24.3.1 not operate as an authority to transfer responsibility to the sub-contractor for the proper and due performance of the obligations of the Framework Member contained in this Framework Agreement and/or under any Call-Off Contract; and
 - 24.3.2 not relieve the Framework Member from any of its obligations or Liabilities under this Framework Agreement or any Call-Off Contract or otherwise.
- 24.4 The Framework Member shall be responsible for the acts, omissions and/or defaults of any sub-contractor or sub-processor, their agents or employees, as if they were acts, omissions or defaults of the Framework Member.

25 NOTICES

- 25.1 Any notice or other communication to be given under this Framework Agreement or Call-Off Contract shall be in writing and shall either be delivered personally or sent by registered post or email. The primary and alternate contact details for the purposes of this Clause 25 are as follows:

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25.1.1 For ComReg:

Primary contact	[INSERT NAME, WORK ADDRESS AND EMAIL ADDRESS]
Alternate contact	[INSERT NAME, WORK ADDRESS AND EMAIL ADDRESS]

25.1.2 For the Framework Member:

Primary contact	[INSERT NAME, WORK ADDRESS AND EMAIL ADDRESS]
Alternate contact	[INSERT NAME, WORK ADDRESS AND EMAIL ADDRESS]

25.2 All notices shall be deemed to have been served as follows:

- 25.2.1 if personally delivered, at the time of delivery;
- 25.2.2 if posted by registered post, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
- 25.2.3 if communicated by email, 10.00am on the first Working Day after sending provided that it was dispatched to the correct email address with any error message being received.

26 ENTIRE AGREEMENT

- 26.1 This Framework Agreement (and the Schedules hereto) and the provisions of any relevant Call-Off Contract constitute the entire agreement and understanding between the Parties with respect to the Services and supersede any previous agreements, negotiations and discussions between the Parties.
- 26.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement and any relevant Call-Off Contract (and any documents referred to in same) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Framework Agreement or not) other than as expressly contained in this Framework Agreement or in any Call-Off Contract. Nothing in this Framework Agreement or any Call-Off Contract shall, however, operate to limit or exclude liability for fraud or fraudulent misrepresentation.

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27 RELATIONSHIP OF PARTIES AND SCOPE OF AUTHORITY

- 27.1 Nothing in this Framework Agreement or any Call-Off Contract and no action taken by the Parties pursuant to this Framework Agreement or any Call-Off Contract shall create, or be interpreted or construed as creating a partnership, association, or joint venture or other co-operative entity between the parties, nor establish a relationship of agency between the Parties.
- 27.2 The Parties acknowledge that nothing in this Framework Agreement or any Call-Off Contract or in any other contract between the Parties shall give rise to the relationship of employer / employee between ComReg and the Framework Member and any replacement or any other persons supplied to ComReg by the Framework Member in respect of the Services.
- 27.3 Neither Party shall have any right, power or authority to enter into any contract, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided otherwise in this Framework Agreement or any Call-Off Contract.

28 WAIVERS AND REMEDIES

- 28.1 The failure by ComReg to exercise or delay in exercising a right or remedy provided by this Framework Agreement or any Call-Off Contract or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver by ComReg of a breach of any of the terms of this Framework Agreement or any Call-Off Contract or of a default under this Framework Agreement or any Call-Off Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Framework Agreement or any Call-Off Contract. A waiver by ComReg of a breach of any of the terms of this Framework Agreement or any Call-Off Contract or of a default under this Framework Agreement or under any Call-Off Contract shall not prevent ComReg from subsequently requiring compliance with the waived obligation.
- 28.2 The rights and remedies provided by this Framework Agreement are cumulative and (subject to what is otherwise provided in this Framework Agreement or any Call-Off Contract) are not exclusive of any rights or remedies provided by law. ComReg's rights and remedies survive any delivery, inspection, acceptance, payment, reports or performance pursuant to any Call-Off Contract and extend to any substituted or remedial Services provided by the Framework Member.
- 28.3 Unless a right or remedy of ComReg is expressed to be an exclusive right or remedy, the exercise of it by ComReg is without prejudice to ComReg's other rights and remedies under this Framework Agreement or any Call-Off Contract and/or at law or in equity. ComReg's rights and remedies survive any delivery, inspection, acceptance, payment, reports or performance pursuant to this Framework Agreement or any Call-Off Contract and extend to any substituted or remedial Services provided by the Framework Member.

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29 NOT USED

30 FURTHER ASSURANCE

- 30.1 Each Party shall, at its own cost, from time to time and being required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other Party as the other Party may reasonably consider necessary, to give full effect to this Framework Agreement or any Call-Off Contract.

31 VARIATION

- 31.1 A variation of any of the terms of this Framework Agreement or any Call-Off Contract entered into hereunder shall not be valid unless it is in writing and signed by or on behalf of each of the Parties.

32 SEVERABILITY

- 32.1 If any provision or part-provision of this Framework Agreement or any Call-Off Contract entered into hereunder is found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 32.2 If any provision of this Framework Agreement or any Call-Off Contract entered into hereunder is found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Framework Agreement or any Call-Off Contract which shall remain in full force and effect.

33 COUNTERPARTS

- 33.1 This Framework Agreement and any Call-Off Contract entered into by the Parties hereunder may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

34 COSTS

- 34.1 Each Party will bear its own costs and expenses in relation to the preparation, execution and implementation of this Framework Agreement including all costs, legal payments and other expenses so incurred and all costs and expenses incurred in entering into any Call-Off Contract.

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35 RESOLUTION OF DISPUTES

- 35.1 The Parties shall make a good faith effort to settle amicably any dispute which may arise between them under or in connection with this Framework Agreement (a “**Dispute**”).
- 35.2 Within ten (10) Working Days after either Party furnishes to the other notice of a Dispute, the Parties’ representatives shall meet to consider the Dispute in person or by telephone or teleconference (“**Dispute Meeting**”) and shall attempt to resolve the Dispute for a period of ten (10) Working Days following the Dispute Meeting. If the Dispute is not resolved, as agreed by the Parties, within such ten (10) Working Day period following the Dispute Meeting, the Dispute shall be escalated in to a director-level executive of each Party (“**Senior Representatives**”). The Senior Representatives shall consider the Dispute in person or by telephone or teleconference and shall attempt to resolve the Dispute for a period of ten (10) Working Days thereafter. Unless such Senior Representatives resolve the Dispute, either Party may pursue its rights and remedies under this Agreement as it sees fit after the expiration of such ten (10) Working Day period.

36 GOVERNING LAW AND JURISDICTION

- 36.1 This Framework Agreement and any Call-Off Contract entered into pursuant to this Framework Agreement, and all disputes arising out of or in connection with this Framework Agreement or any Call-Off Contract, shall in all respects be governed by, construed and take effect in accordance with the laws of Ireland.
- 36.2 The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and decide any suits, actions or proceedings and to settle any disputes which may arise out of or are in connection with this Framework Agreement and any Call-Off Contract entered into hereunder.

37 ALLOW FOR ELECTRONICALLY SIGNING

The Parties agree that this Framework Agreement may be executed by way of electronic signatures. For the avoidance of doubt, the Framework Member hereby consents to the execution of this Framework Agreement by ComReg by way of electronic signature and agrees that the electronic signature of ComReg is the legal equivalent of its manuscript signature on this Framework Agreement and is conclusive of such ComReg’s intention to be bound by this Framework Agreement. The Framework Member further agrees that it will not seek to avoid its obligations under this Framework Agreement based on the fact that it or ComReg signed this Framework Agreement using an e-signature as opposed to a manuscript signature. The Framework Member further agrees that an executed copy of this Framework Agreement may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Framework Agreement and may be relied upon as evidence of this Framework Agreement.

38 NOTIFICATION OF USE OF AI SYSTEM

38.1 DEFINITIONS

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"AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence;

"AI System" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;

38.2 USE OF AI SYSTEM

1. The Framework Member shall only use an AI System as part of the Services in accordance with this Clause 38 and in accordance with Applicable Law. For the avoidance of doubt, the use of an AI System as part of the Services is subject to Clauses 12, 13 and 14.
2. The Framework Member shall not, without prior written notification to ComReg, use an AI System as part of the Services. If requested by ComReg, the Framework Member shall provide any information and assistance that ComReg may require in relation to the proposed use of the AI System.
3. Prior to the use of an AI System as part of the Services, the Framework Member shall train and test the AI System in accordance with Best Industry Practice or shall procure that the AI System is trained and tested in accordance with Best Industry Practice.
4. The Framework Member warrants, represents and undertakes that:
 - a) the use of any AI System as part of the Services is compliant with the AI Act;
 - b) it has and will continue to comply with Data Protection Legislation in respect of any AI System used as part of the Services and any personal data that is processed by any AI System used as part of the Services; and
 - c) it has obtained and will continue to obtain all consents, licences and permissions for the use of any data, including training, test and verification data used as part of the AI System;
 - d) no viruses, disabling code (including code intended by the Supplier to limit or prevent use of the AI System) or malicious software (including spyware) are contained in the AI System;
 - e) the development, installation, use or possession of the AI System will not infringe the Intellectual Property of any third party;
 - f) it shall not use or deploy in the Services any (i) AI System that is prohibited under Article 5 of the AI Act, or (ii) high-risk AI System under Annex II or III of the AI Act;
 - g) it shall not use any ComReg information in the training of any AI System;
 - h) the AI System will not provide any output which causes unlawful discrimination, or is inaccurate, incomplete, incorrect or offensive; and
 - i) the AI System is transparent and interpretable such that its output can be traced back to the input data.

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IN WITNESS WHEREOF this Framework Agreement [insert Lot number and Lot title] has been entered into the day and year first **HEREIN WRITTEN Executed electronically**

SIGNED by

Duly authorised on behalf of ComReg:

SIGNED/ e-signed FOR AND ON BEHALF OF THE SERVICE PROVIDER:

Signature for and on behalf of the service provider:

Signed:

Name:[ComReg to Insert]

Title: [ComReg to insert title of authorised Signatory]

Business Address:[ComReg to Insert Company Name and Business Address]

Duly authorised on behalf of the Service Provider

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SCHEDULE 1 FRAMEWORK RULES

1. THE FRAMEWORK MEMBERS

The Framework Members in the Framework Lot [insert number and lot title] are listed below, in alphabetical order:

[Insert]

A Framework Member whose Framework Agreement has been terminated will no longer be considered a Framework Member under these rules. A Framework Member who has been suspended from the Framework pursuant to its Framework Agreement will not be considered a Framework Member under these rules for the duration of the suspension.

2. CALL-OFF CONTRACTS

Call-Off Contracts will be on the terms set out in Schedule 4.

Call-Off Contracts awarded during the Term may be for the supply of Services that continue after the expiration of the Term.

A Framework Member selected to enter into a Call-Off Contract in accordance with the Framework Rules will, upon request by ComReg, execute, deliver and enter into a Call-Off Contract with ComReg on the terms established pursuant to the Framework Rules.

3. DRAWDOWN OF SERVICES

ComReg shall, as it deems appropriate and at its absolute discretion, award specific Call-Off Contracts to a Framework Member either by:

1. Running a mini-competition between all Framework Members capable of performing the Services in accordance with the Mini-Competition Rules.

OR

2. direct draw where a once off Call off Contract may be arranged directly with a Framework Member who, in the opinion of ComReg, has the most suitable experience and qualifications to provide the Services.

MINI-COMPETITION RULES

Framework Members are only eligible for Mini-Competitions in respect of Lots for which they have been appointed.

The Mini-Competition Rules will constitute an ITP and will set out the required Services, the deadline for receipt of Tenders, the terms of the Call-Off Contract and any procedures, rules, information, conditions and details as ComReg considers appropriate.

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The ITP will be sent to the communications point referred to in Clause 10 of the Framework Agreement by e-mail or using the e-tenders mailbox in <https://www.etenders.gov.ie/epps/home.do>

4. TENDERS

All Framework Members to whom ITPs are issued will be invited to submit to ComReg *bona fide* competitive written Tenders in accordance with the Mini-Competition Rules and these Framework Rules as and when requirements arise.

Tenders must be consistent with the Framework Application. Framework Members may not submit a Tender in a Mini-Competition which gives rise to a substantial or material amendment to its Framework Application.

Framework Members may be required to tender (i) unconditional fixed price lump sum(s) fee for particular requirements, deliverables or periods of time; (ii) hourly rates; (iii) hourly rates subject to a cap; or (iv) on such other financial basis as ComReg may determine.

The price tendered must not be higher than the maximum rates and prices set out in the Framework Application but may be lower. The price tendered must be exclusive of VAT and inclusive of all ancillary costs and expenses except those which can be reimbursed pursuant to the express terms of the Call-Off Contract.

Framework Members may not subcontract any rights or obligations under a Call-Off Contract without ComReg's prior written approval. ComReg will have the right to reject a proposed subcontractor if, in ComReg's reasonable opinion, (i) the subcontractor does not have sufficient economic and financial standing or technical and professional knowledge or ability to perform its proposed role; (ii) any of the circumstances set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016 apply to it; (iii) the subcontractor is not compliant with any requirements of the RFT, Framework Agreement, Mini-Competition Rules or Call-Off Contract; (iv) the proposed subcontractor may result in a Conflict of Interest which cannot be resolved to ComReg's satisfaction. Framework Members are responsible for the acts and omissions of their subcontractors and their use or approval does not relieve a Framework Member from any obligation, liability or responsibility under a Call-Off Contract; or (v) if the appointment of a subcontractor presents, in ComReg's opinion, a risk under public procurement law. Subcontractors may be required to execute and deliver collateral warranties under seal in favour of ComReg where required pursuant to the Mini-Competition Rules.

Tenders must be submitted in writing. The content of Tenders will remain confidential until the stipulated time limit for reply has expired.

Each Framework Member will confirm in their Tender that they will comply with environmental, social and labour laws, including:

- a) it has taken into account its obligations relating to employment protection and working conditions that are in force where any works or services are to be provided pursuant to a Call-Off Contract when drawing up its Tender;
- b) it will comply with the obligations relating to employment protection and working conditions that are in force where such works and services are to be provided in respect of any Call-Off Contract; and

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- c) it has no Conflict of Interest in relation to the Services in respect of which their Tender is being submitted or it has clearly identified in writing any Conflict of Interest and provided suitable proposals and measures to address the Conflict of Interest which ComReg, at its absolute discretion, considers satisfactory.

5. CONFLICTS OF INTEREST

If, in ComReg’s opinion (whether because of a disclosed Conflict of Interest or otherwise):

- a) a Framework Member has a Conflict of Interest, or potentially may be perceived to have a Conflict of Interest, in respect of a particular Call-Off Contract; and
- b) the Framework Member has not proposed appropriate and adequate measures to mitigate the risks and issues arising in such respect to the satisfaction of ComReg,

ComReg will inform that Framework Member that, in principle, ComReg considers the Framework Member unsuitable for the particular Call-Off Contract and will give it the reasons why.

In such case, the Framework Member will be entitled to comment upon ComReg’s decision in principle and to suggest further means by which to address the risks and issues arising to the satisfaction of ComReg. ComReg may also unilaterally engage with the Framework Member with a view to agreeing suitable proposals to address the risks and issues arising.

If agreement is reached to the satisfaction of ComReg, the Framework Member will be eligible to be awarded the Call-Off Contract. If agreement is not reached and the matter is not addressed to ComReg’s satisfaction, ComReg will notify the Framework Member that it has been deemed unsuitable for the particular Call-Off Contract. In that case, the Framework Member will not be eligible for that particular Call-Off Contract. The decision of ComReg is final in this respect.

If awarded a Call-Off Contract, a Framework Member will be required to put in place all proposals and measures put forward or agreed in such respect. This will be set out in the relevant Call-Off Contract.

6. EVALUATION OF TENDERS – MINI COMPETITION(S)

Tenders shall be evaluated to determine the most economically advantageous tender in accordance with the award criteria and weightings set out in the Mini-Competition Rules. The award criteria will be as set out below. The specific weightings will be made clear at the outset of a Mini-Competition in the Mini-Competition Rules and will be within the ranges set out below.

Award Criteria		Range of Weightings
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A: Understanding of the requirements / specific issue(s) and scope of the project as outlined in their proposal		Range 1 to 60
	Sub Criteria A1	
	Sub Criteria A2	
B: Proposed approach		Range 5 to 60
	Sub Criteria B1	
	Sub Criteria B2	
C: Cost		Range 30 to 60
D: Criteria, not yet decided, that is relevant to subject matter of Call Off Contract e.g.: Project Timing		Range 1 to 60
E: Criteria, not yet decided such as Green and or Social Consideration		Range 0 to 20

These award criteria are not listed in order of importance. ComReg may attach different weightings to them for different Call-Off Contracts within the range set out above, depending on ComReg's requirements. At the mini-competition stage, Applicants will be scored out of 100.

Price Evaluation Methodology

The marks awarded under the Award Criterion relating to Cost will be calculated in accordance with the following formula:

$$\text{Score for tender price N} = \frac{\text{Maximum points X Lowest TenderFee}}{\text{Tender Fee for N}}$$

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i.e. Score for Tender price N = Maximum points X Lowest Tender Fee / Tender Fee for N

Where:

“Tender Fee for N”, is the Tender Fee submitted by the relevant Applicant (N in the above example)

Lowest Tender Fee, is the lowest Tender Fee received from the valid Tenders.

Maximum points: [INSERT MAXIMUM MARKS UNDER COST AWARD CRITERION]

The Lowest Tender Fee is determined by reference to Applications which have not been rejected or failed to pass a particular stage of, or minimum score in, the evaluation process.

There is no negative marking. Marks are awarded to two decimal points. There will be no rounding up or down of decimals. The maximum marks that can be achieved under the cost Award Criterion is [INSERT MAXIMUM MARKS UNDER COST AWARD CRITERION].

Tender(s) must refer to their original Pricing Schedule and the FWA, when drawing up costs at draw-down stage. The pricing submitted by the Tenderer in their Tender response to the FWA, are guaranteed maximum prices and these guaranteed maximum prices may not be exceeded (but may be matched or reduced) in any response to Mini-Competitions, pursuant to the Framework Agreement.

7. AWARD OF CALL-OFF CONTRACTS

ComReg may, at its absolute discretion, (i) decline to award a Call-Off Contract after starting a Mini-Competition, (ii) cancel or terminate a Mini-Competition in whole or in part, and/or (iii) re-start a Mini-Competition with a varied requirement, and/or put a requirement under Mini-Competition out to tender by alternative means outside the Framework Agreement.

The award of a Call-Off Contract may be made subject to the satisfaction of any pre-conditions set by ComReg. This may include:

- a) provision of evidence demonstrating that the required insurances are in place;
- b) provision of a current and valid Tax Clearance Certificate issued by the Irish Revenue Commissioners;
- c) provision to ComReg of a duly executed collateral warranty from any sub-contractors in a form approved by ComReg;
- d) provision of evidence demonstrating and/or confirmation to ComReg’s reasonable satisfaction that there has been no change in circumstances with respect to the Framework Member or any information contained in its Framework Application (including in relation to its economic and financial standing and/or technical and professional ability) which would have impacted upon the decision to appoint it to the Framework Agreement; and/or
- e) any requirements with respect to Conflicts of Interest.

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SCHEDULE 2 FRAMEWORK AGREEMENT DETAILS**PART 1 – COMMUNICATION POINTS**

	ComReg	Framework Member
Name		
Contact Details		
2nd Contact details (email address)		

PART 2 – TENDERED Maximum RATES

Fixed <u>Hourly</u> Rate (excl. VAT) Euro €	
Fixed <u>Daily</u> Rate (excl. VAT) Euro €	
Fixed <u>Half Daily</u> Rate (excl. VAT) Euro €	

PART 4 – CONFLICTS OF INTEREST and BIAS

Conflict of Interest or Bias:
The only actual or potential Conflict of Interest or Bias which the Framework Member has in respect of any aspect of the Services and/or Framework Agreement and any of their subject matter as at the date of this Framework Agreement is exhaustively set out below:
The Framework Member will, among others, put in place the following measures, procedures and protocols in order to address any Conflict of Interest or Bias if requested to do so for any particular Call-Off Contract (but acknowledges that ComReg's rights, as set out in this agreement, remain reserved).

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SCHEDULE 3 FRAMEWORK DOCUMENTS

PART 1 – REQUEST FOR TENDERS (as published on the e-tenders website and in the Official Journal of the European Union (OJEU) on [insert] and subsequent clarifications).[INSERT date any other ref]

PART 2 – FRAMEWORK APPLICATION (as submitted by the Framework Member to ComReg as per Contract Notice, Response deadline (Irish time)): [INSERT]

The Services comprise the services required under the RFT (as supplemented by the Application). In the event of any conflict between the RFT and the Application, the RFT shall take precedence.

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SCHEDULE 4 CALL-OFF CONTRACT

[Subject to Contract, Contract Denied]

CALL-OFF CONTRACT

This “**Call-Off Contract**” is made between:

- (1) the Commission for Communications Regulation established in accordance with the Communications Regulation Acts 2002 as amended and having its offices at One Dockland Central, Guild Street, Dublin 1, E4X0 (“**ComReg**”) of the one part,
and
- (2) **Insert**, a company registered in [INSERT COUNTRY] with company number [INSERT] and with its registered office at [insert] (the “**Service Provider**” which expression includes its successors as permitted assigns) of the second part.

Re: [Relevant FA and Lot]

Date: [Call off Contract commencement date]

Duration of the Services: [Insert]

1. ComReg hereby accepts the [Tender / Proposal (Delete as appropriate)] submitted by the Service Provider, dated [insert date] to perform the Services set out in Appendix 1 (the “**Services**”) on the basis set out below.
2. Unless and except to the extent that this Call-Off Contract expressly states otherwise, the terms and conditions of the Framework Agreement entered into between ComReg and the Service Provider effective [Insert dd mm yyyy] (“**Framework Agreement**”) are incorporated into and form part of this Call-Off Contract.
3. This Call-Off Contract shall commence on [INSERT DATE] and terminate on [INSERT DATE]. ComReg reserves the right to extend the term of this Call-Off Contract for a period or periods of up to [NUMBER] months with a maximum of [NUMBER] such extensions permitted subject to its obligations at law.
4. The Service Provider is hereby appointed to perform the Services on the basis of the terms and conditions set out in this Call-Off Contract. In consideration of the payments to be made by ComReg to the Service Provider in respect of the Services, the Service Provider hereby covenants to ComReg to perform and complete the Services in all respects in accordance with the provisions of this Call-Off Contract.
5. The fees payable to the Service Provider in respect of the Services shall be calculated on the basis of the rates set out in Appendix 2. Appendix 2 forms part of this Call-Off

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Contract. The Service Provider will not be entitled to claim payment from ComReg in respect of any expenses incurred in the delivery of the Services.

6. The Service Provider warrants, represents, agrees and confirms that it has no actual or potential Conflict of Interest or Bias in respect of any aspect of the Services and/or this Call-Off Contract and/or the subject matter of either of them except to the extent otherwise expressly set out in Appendix 3 (which forms part of this Call-Off Contract). The Service Provider will, among others, put in place any measures, procedures and protocols set out in Appendix 3 in order to address any Conflict of Interest or Bias identified in Appendix 3 (but the Service Provider acknowledges that ComReg's rights, as set out in the Framework Agreement and in this Call-Off Contract, remain reserved). During the term of this Call-Off Contract, the Service Provider will inform ComReg immediately of any previously undisclosed actual or potential Conflict of Interest or Bias that arises for the Service Provider in respect of the Services.
7. With effect from the date of this Call-Off Contract, the Service Provider will, at its sole cost and expense, effect and maintain for the benefit of ComReg for the duration of the Services, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of the Services, insurance cover with reputable insurers, acceptable to ComReg to cover its Liabilities that may arise under or in connection with this Call-Off Contract including:
 - (a) professional indemnity insurance with minimum cover of [Insert € value will depend on Call off Contract value and risk(s)] for each and every claim (which professional indemnity insurance will be kept in place for at least seven (7) years from the expiration or termination of the Call-Off Contract); and

The territorial limits and jurisdiction of these insurance policies must include Ireland.

8. This Call-Off Contract without the Framework Agreement incorporated into it shall prevail in the event of any ambiguity or conflict between it and the Framework Agreement.
9. The Service Provider may, from time to time, be required to perform additional services incidental to the Services but not falling within the scope of the Services (referred to herein as "**Additional Services**"). Such Additional Services may only be provided by the Service Provider pursuant to an express request in writing made by ComReg's contact person (as identified in Schedule 2, Part 1 of the Framework Agreement). The identity of ComReg's contact person may change from time to time. Any such change will be notified in writing by ComReg to the Service Provider. The fees applicable in respect of any Additional Services shall be calculated by reference to the rates set out in Appendix 2.
10. Electronic Signature.

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The Parties agree that this Call off Contract may be executed by way of electronic signatures.

For the avoidance of doubt, the Service Provider hereby consents to the execution of this Call off Contract by ComReg by way of electronic signature and agrees that the electronic signature of ComReg is the legal equivalent of its manuscript signature on this Call off Contract and is conclusive of such ComReg's intention to be bound by this Call off Contract.

The Service Provider further agrees that it will not seek to avoid its obligations under this Call off Contract based on the fact that it or ComReg signed this Call off Contract using an e-signature as opposed to a manuscript signature.

The Service Provider further agrees that an executed copy of this Call off Contract may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Call off Contract and may be relied upon as evidence of this Call off Contract.

11. The following attached documents form part of this Call-Off Contract:-

- (a) The ITP
- (b) The Tender

In the event of any conflict between the ITP and the Tender, the ITP shall take precedence.

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APPENDIX 1

The Services

PART A: THE SERVICES

The Services comprise the services required under the ITP and the Call-Off Contract (as supplemented by the Tender attached at Appendix 4). In the event of any conflict, the ITP and this Call-Off Contract shall take precedence over the Tender save and to the extent that the Tender provides for a higher level of service in which case the relevant provisions of the Tender shall take precedence.

The Services include (but are not limited to) the provision by the Service Provider of the following specific requirements:

[DETAILED DESCRIPTION OF THE SERVICES or Reference Specification Requirements set out in the procurement documentation]

PART B: POSSIBLE ADDITIONAL SERVICES

The Service Provider may, from time to time, be required to perform additional services incidental to the Services but not falling within the scope of the Services (referred to herein as “Additional Services”). Such Additional Services may only be provided by the Service Provider pursuant to an express request in writing made by ComReg’s designated contact person (as identified in Schedule 2, Part 1 of the Framework Agreement). The identity of ComReg’s contact person may change from time to time. Any such change will be notified in writing by ComReg to the Service Provider. The fees applicable in respect of any work falling within the scope of this Part B of Appendix 1 shall be calculated by reference to the daily rates set out in Section 1.3 of Appendix 2.

PART C: ASSISTANCE IN THE EVENT OF LEGAL CHALLENGE

The Service Provider agrees that, if requested to do so by ComReg, it will assist ComReg in the event of legal proceedings being instituted against ComReg following the adoption of a final decision in connection with the Services. The Service Provider agrees to render to ComReg all necessary assistance, support and the full benefit of its expertise in defending any such legal proceedings. The fees applicable in respect of any work falling within the scope of this Part C shall be calculated by reference to the daily rates set out in Section 1.3 of Appendix 2. The provision of any services falling within the scope of this Part C shall otherwise be on the same terms and conditions as contained in the Call-Off Contract.

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APPENDIX 2

Fees

1. Fees

1.1. Fees for the Services

The unconditional maximum fees (the “**Fees**”) in euros, excluding VAT, which will apply for the delivery of the Services is:

Fixed <u>Hourly</u> Rate (excl. VAT)	[TO BE INSERTED €]
Fixed <u>Daily</u> Rate (excl. VAT)	
Fixed <u>Half Daily</u> Rate (excl. VAT)	

One day equals 8 hours and a half day equals 4 hours.

. The Service Provider will not be entitled to claim any payment from ComReg in respect of any expenses incurred in the delivery of the Services g.

1.2. Payment of Fees

The Fees shall be payable in accordance with Clause 7 of the Framework Agreement on a stage-payment percentage basis or on completion. The Service Provider will be required to provide a detailed written breakdown of the time and work done.

1.3. Fees for services under Part B or Part C of Appendix 1

The rates at 1.1 will apply for any services delivered under Part B or Part C of Appendix 1.

2. Method of Payment

Payment shall be by electronic funds transfer to the Service Provider’s bank account.

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APPENDIX 3

Conflicts of Interest and Bias

The only actual or potential Conflict of Interest or Bias which the Service Provider or the Service Provider’s Personnel has in respect of any aspect of the Services and/or the Call-Off Contract and any of their subject matter as at the date of this Contract Drawdown Form is exhaustively set out below:
The Service Provider will, among others, put in place the following measures, procedures and protocols in order to address any Conflict of Interest or Bias identified in this Appendix 3 (but acknowledges that ComReg’s rights, as set out in the Framework Agreement and in this Call-Off Contract, remain reserved):

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Signed for and on behalf of ComReg by:

Signed:
Duly authorised on behalf of ComReg:

Name:

Title:

Signed for and on behalf of the Service Provider by:

Signature for and on behalf of the service provider:

Signed:

Name:[ComReg to Insert supplier name]

Title:[ComReg to Insert Title of Authorised Signatory]

Address:[ComReg to insert Company Name and Business Address]

Duly authorised on behalf of the Service Provider

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SCHEDULE 5 INVITATION TO PARTICIPATE

INVITATION TO PARTICIPATE (in a mini competition)

To: [INSERT NAME OF FRAMEWORK MEMBERS - INSERT List OF FRAMEWORK Lot Members, List Company and attn. of contact]

Lot: [INSERT RELEVANT LOT]

Date: [INSERT ITP Issue DATE]

Project Title: [Insert]

Procurement project Ref: [insert]

Further to your appointment under the Framework Agreement for the provision of {FA title} to the Commission for Communications Regulation ("ComReg"), please note that this correspondence represents an Invitation to Participate in a mini-competition ("ITP") in accordance with the Framework Agreement. Defined terms in this ITP have the same meaning given to them in the Framework Agreement.

Tenders must remain open for at least three (3) calendar months from the deadline for receipt of Tenders. This mini-competition is governed by the Framework Rules set out in Schedule 1 to the Framework Agreement.

1. Services

The scope of Services under this Call-Off Contract shall include the following [insert specification requirements].

2. Requirements of ComReg

Insurance: ComReg will require Framework Preferred Applicant to put the following insurance levels in place:

- Professional indemnity insurance cover: €[insert]

The Service Provider will be required, at a minimum to take out and maintain at its sole cost and expense for the benefit of ComReg at all times for the duration of the Call Off Contract and for such further times as is reasonable and /or may be required in the circumstances the minimum insurance levels stated above. The territorial limits and jurisdictions of these insurance policies must include Ireland.

The insurance in each case must extend to subcontractors engaged by the Member Participant.

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If the Member Participant is a consortium, each member of the Member Participant must meet each of the above requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.

Applicants must initially declare that they are in a position to take out and maintain such insurance by submitting the Declaration “ITP Acceptance Certificate” in section 8. No other information is required in the first instance.

Tax Clearance Certificate: The successful Framework Member must hold a current tax clearance certificate and will be required to supply proof of Irish Tax Clearance, issued by Revenue.ie (ROS) and maintain tax clearance over the period of the Call-off contract.

Required with mini tender application: Acceptance Certificate: All Applicants must complete the attached Acceptance Certificate and return it with their Tender.

Call-Off Contract: the successful Framework Member will be required to enter into the Call-Off Contract as set out in Schedule 4 to the Framework Agreement.

3. Framework Agreement

Please note that the performance of the Services outlined in this ITP shall be in accordance with the terms and conditions of the Framework Agreement.

4. The Tender

Framework Members must submit a Tender that separately addresses each of the Award Criteria set out below.

5. The Award Criteria

The following award criteria and weightings apply to this mini-competition:-

[Insert details of award criteria and weightings and scoring methodology]

6. Deadline for receipt of queries: [Insert time and date]

Queries must be submitted to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than [insert time] on [insert date] unless otherwise published by the ComReg.

All responses to queries will be published on Contract Notice and a broadcast message will be issued by the ComReg via the messaging facility on www.etenders.gov.ie.

Where appropriate, queries may be amalgamated.

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7. Deadline for receipt of Tenders:

[Insert time and date]

Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Electronic Master version of Tender Application submitted by any other means (including but not limited to by email or fax) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

8. Indicative Timelines for this Project:

Project Indicative Timelines		All Times are Irish Times	
Issue of ITP		[Insert]	
Closing date for receipt of queries (per ITP)		[Insert]	
Deadline for receipt of Mini-Tenders, to the Tender Box on www.etenders.gov.ie		[Insert]	
The e-tender application is the Master tender application			
Estimated Completion of evaluation of Mini-Tenders against award criteria and communication of results of evaluation to Participants		[Insert]	
Estimated Signing of Call Off Contract		[Insert]	
Preferred Participant commences work		[Insert]	
Provision of Service		[Insert]	

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ITP ACCEPTANCE CERTIFICATE¹

I hereby agree and declare for and on behalf of the Framework Member entity identified below that:

- it has taken account of its obligations relating to employment protection and working conditions that are in force where the Services are to be provided when drawing up its Tender; and
- it will comply with the obligations relating to employment protection and working conditions that are in force where the Services are to be provided, if awarded the Call-Off Contract.

In addition, I hereby agree and declare for and on behalf of the Framework Member entity identified below that:

- such entity fully, unconditionally and irrevocably accepts the terms and conditions of the Framework Agreement, ITP and Call-Off Contract and is fully and legally bound thereby;
- to the best of its knowledge, the information submitted in the Tender, and the documentation submitted with it, are correct and accurate and not misleading in any respect and all relevant information has been disclosed;
- any registerable interest (as defined in section 2 of the Ethics in Public Office Act 1995) involving the Framework Member and ComReg (or their relatives) has been fully disclosed; and
- the contents of the Tender is legally binding on the Framework Member; and
- it unconditionally accepts the terms of the Framework Agreement and Call-Off Contract.

Signed as an authorised signatory
for and on behalf of the Framework Member
in the presence of:

Authorised Signatory/eSignatory_____

Name: _____

Position (Job Title): _____

Framework Member Company Name: _____

Date: _____

¹ Where the Framework Member is a group or consortium, each member is required to execute this certificate.

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