

- 1) **Competition and Consumer Protection Commission**
(The Contracting Authority)
- 2) **[Insert Name]**
(Framework Client)

FRAMEWORK AGREEMENT

FOR THE PROVISION OF **[INSERT]**

***DELETE AS APPROPRIATE**

Lot 1 - Competition law legal services*

Lot 2 - Data Protection and Digital law legal services*

Lot 3 - General litigation not falling within Lots 1 or 2*

DATE: DD MM YYYY

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THIS **FRAMEWORK AGREEMENT** is made on [dd - month - year]

BETWEEN

- (1) **Competition and Consumer Protection Commission**, having its offices at Bloom House, Railway Street, Dublin 1 D01 C576 ("**the Commission**") 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] (with its offices 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. The Commission issued a Request for Tenders ("**RFT**") on [insert date] to interested parties inviting tenders for appointment to the Framework in respect of the Services.
- B. The Framework Member submitted a Tender 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 Tender, the Commission selected the Framework Member for appointment to the Framework, subject to entry into the Framework Agreement.
- D. The Commission 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

DEFINITIONS AND INTERPRETATION

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

“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).

“Best Industry Practice”

Means, at any and all times, the exercise of that degree or 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”

includes 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 Contact”

Means a contract entered into with a Framework Member pursuant to the 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 upon which this Framework Agreement is fully signed and executed by both Parties

“Confidential Information”

means this Framework Agreement, and all information of whatever nature relating to the Commission, 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 the Commission which is disclosed before or after the date hereof by the Commission 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 the Commission and any other matters relating to the Commission, the 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 the Commission, or the advisers or consultants to or agents or representatives of the Commission. Confidential Information also includes analyses, compilations, studies, notes, reports, presentations and any other documents or records of whatsoever nature in whatever form prepared by or on behalf of the Commission, or by the Framework Member and/or its officers, employees, advisers, agents, representatives, contractors, sub-contractors or consultants with respect to the 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 or any of the Framework Member Team has which would compromise the independence of the Framework Member in its performance 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, without limitation:

- (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 the Commission) create the reasonable perception that the independence of the Framework Member or the Framework Member Team in the performance of the Services might be so compromised.
- (iii) A contract (whether oral or written) with any person regulated by the Commission or potentially affected by any decisions of the Commission or which represent any persons regulated or potentially affected by decisions of the Commission.
- (iv) A position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by the Commission or which represent any persons regulated or potentially affected by decisions of the Commission.
- (v) Where a Framework Member or any of the Framework Member Team 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 the Commission which are in any way connected with the Services, in circumstances where the firm was privy to confidential information and they would give, or might reasonably be perceived to give, the Framework Member (and by extension the Commission) an unfair disadvantage in relation to an organisation that might be affected by any future decisions to be taken by the Commission.
- (vi) Any conflict of interest which has been disclosed or is disclosable by the Framework Member to the Commission by virtue of perception of conflict of interest.

“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) Regulation 2011 (S.I. No. 336 of 2011) and the EU General Data Protection Regulation (Regulation EU/2016/679) (“ GDPR ”) and any successor or future implementing legislation relating to the same and any other national legislation enacted further to and/or 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.
“Deliverables”	Include, without limitation, all Models, items, reports, draft reports, data, spreadsheets, presentations, compilations, outputs, product, work and any other deliverables resulting from the provision of the Services.
“The 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
“Fees”	Means the fees payable by the Commission to the Framework Member subject to, and in accordance with, the Framework Agreement and as set out in the 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.
“Framework”	Means the multi-party framework established under the relevant Lot for the provision of services under that Lot, subject to and in accordance with the terms and conditions of the Framework Agreement and Call-Off Contract
“Framework Agreement”	Means this agreement and its Schedules.
“Framework Member Team”	Means any employees, representatives, and/or agents of the Framework Member or its subcontractors of any tier in any way involved in the Tender, Proposal, Framework Agreement, and/or any Call-Off Contract. It includes Key Personnel.

“Framework Rules”	Means the rules for entering into a Call-Off Contract as set out in Schedule 1
“Hourly Rates”	Means the hourly rates included in the Tender submitted by the Framework Member (or such lower rates if tendered under this Framework Agreement and/or any Call-Off Contract
“Insolvent”	Means if the Framework Members has a petition presented for its winding up, has a liquidator appointed to it or has a receiver or an examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation on terms approved in advance by the Commission), and/or the Framework Member is unable to pay its debts as they fall due within the meaning of section 570 of the Companies Act 2014 (or any event similar to the foregoing occurs in any other jurisdiction).
“Intellectual Property or IP”	includes, without limitation, any copyright (including copyright in computer software and source code), database rights, sui generis database rights, discoveries, concepts, domain names, patents, secret or other processes, technologies, know-how, inventions, ideas, goodwill, utility models, improvements, information, trade secrets, all copyright works, business methods, logos, designs, trademarks, service marks, business names, domain names, business methods, utility models, design rights (whether registered or unregistered and including any application or right of application or right of renewal in relation to any of them) trade secrets and all other industrial or intellectual property rights including moral rights of whatever nature whether registered or unregistered in any application for such rights and any similar proprietary rights and any related goodwill
“RFT”	means the Request for Tenders and any related documents or clarifications issued by the Commission in respect of the Framework Agreement
“Key Personnel”	means those individuals and persons which the Framework Member is required to use in the performance of the Services under any Call-Off Contract.
“Liabilities”	includes all costs claims, demands, damages, expenses, actions, compensation, charges, settlements, proceedings, penalties, 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 subject of a Call-Off Contract
“Mini-Competition”	means a competition between the Framework Members conducted in accordance with the Mini-Competition Rules set out in Schedule 1.
“Model”	means any model or models (or equivalent) to be provided and/or used by the Framework Member in the performance of the Services.
“Proposal”	means the proposal submitted by the Framework Member to the Commission in response to a Request for Mini-Tenders and any related documents submitted by the Framework Member to the Commission for a particular Call-Off Contract. In the context of the Request for Mini-Tenders the Framework Member tendering is referred to as “the Mini-Tender Participant”
“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.
“Request for Mini-Tenders”	means an invitation to participate in a mini competition for a Call-Off Contract in the form set out at Schedule 5 and any related documents issued by the Commission in respect of the Services
“Services”	means the services as described in Schedule 8 and as may be more particularly described in a Request for Mini-Tenders and / or a Call-Off Contract, which shall be performed by the Framework Member in accordance with the provisions of the Framework Agreement and Call-Off Contract
“Service Standards”	Mean the service standards set out in Schedule 7
“Tender”	Means the tender submitted by the Framework Member to the Commission in response to the RFT
“Term”	Has the meaning given to that term under Clause 3 of this Framework Agreement.
“the State”	means Ireland.
“Working Day”	Means any day of the week excluding Saturdays, Sundays and bank and public holidays in Ireland

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.
- 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 for the time being, 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 Request for Mini-Tenders;
 - (4) the Proposal;
 - (5) the RFT;
 - (6) the Tender;
- save and to the extent that the Call-Off Contract, Request for Mini-Tenders, Proposal, RFT or Tender, provide a higher level of service, in which case the relevant provisions of the Call-Off Contract, Request for Mini-Tenders, Proposal, RFT or Tender (as appropriate) shall take precedence.
- 1.2.10 This Framework Agreement will not be interpreted contra proferentem
- 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.

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 the Framework Agreement.

2.3 The Framework Member hereby acknowledges and agrees that:

- (a) it accepts this appointment for the Term subject to, and in accordance with, the Framework Agreement;
- (b) 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 the Commission;
- (c) the Commission 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;
- (d) There is no guarantee that the Commission will run a Mini-Competition to award a Call-Off Contract and may, in accordance with the Framework Rules, directly choose a Framework Member to perform a Call-Off Contract;
- (e) There is no guarantee of any value, volume or frequency of Services and/or Call-Off Contract; and
- (f) the Commission is under no obligation to enter into any Call-Off Contract with the Framework Member or any other person appointed to the Framework.

- 2.4 The Commission has no obligations and has no liability and accepts no Liabilities (whether for breach of the 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.
- 2.5 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 the Commission's rights and obligations.
- 2.6 The Framework Member has entered into this Framework Agreement in consideration of the payment of one euro (1€) to the Framework Member (the receipt of which it hereby acknowledges) and other good and value consideration (the sufficiency of which it hereby acknowledges).
- 2.7 The Framework Member agrees that the terms and conditions of this Framework Agreement shall apply to the provision of all Services provided by the Framework Member following the award of a Call-Off Contract pursuant to this Framework Agreement. The Framework Member agrees that it will not in its dealings with the Commission seek to impose or rely on any other contractual terms which in any way vary or contradict this Framework Agreement and/or the Call-Off Contract.

3. DURATION

- 3.1 This Framework Agreement shall take effect on the Commencement Date and shall continue in full force and effect for a period of four (4) years from and including the Commencement Date (the "**Term**"), unless it is otherwise terminated in accordance with the provisions of this Framework Agreement. For the avoidance of any doubt, the term of a Call-Off Contract may last for longer than the Term. If the performance of a Call-Off Contract extends beyond the Term, the 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 the Commission or is terminated, whichever is earlier.

4. AWARD OF CALL-OFF CONTRACTS

- 4.1 If the Commission, 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 outlined in Schedule 1.

5. CALL-OFF CONTRACTS

- 5.1 Any Call-off-contract(s) that may result from this Framework will be issued for up to a term of 36 months. The Contracting Authority reserves the right to extend this Term for a period (or shorter periods) of up to a maximum of 12 months in total on the same terms and conditions, subject to the Contracting Authority's obligations at law.

- 5.2 Following receipt of a Call-Off Contract, the Framework Member shall promptly and in any event within a reasonable time determined by the Commission (which shall not exceed five (5) Working Days unless otherwise agreed between the Commission and the Framework Member) arrange for an authorised representative to sign and return the Call-Off Contract to the Commission along with evidence that the conditions precedent as set out in the relevant Call-Off Contract have been met.
- 5.3 The specifics of each individual Call-Off Contract awarded shall be recorded in the Call-Off Contract. Each Call-Off Contract shall constitute a separate contract for the Services and default by the Commission in relation to any one Call-Off Contract shall not entitle the Framework Member to treat such as a breach of the entire Framework Agreement and/or terminate this Framework Agreement. Each Call-Off Contract shall contain a description of the Services to be provided: output; deliverables; fees payable; timing or schedule for provision of the Services; and such other terms and conditions as the successful Framework Member and the Commission may agree in respect of the Services.
- 5.4 Upon execution of the Call-Off Contract by both the Commission and the Framework Member, the Framework Member will provide the Services in accordance with the terms of the Call-Off Contract and this Framework Agreement.
- 5.5 No enforceable contract of any kind, contractual or otherwise will exist unless and until the Call-Off Contract has been executed by or on behalf of the Commission.

5.6 The Framework Member acknowledges and agrees that the terms and conditions of this Framework Agreement shall apply to all Call-Off Contracts awarded.

5.7 Where a Call-Off Contract is not concluded for any reason, those Services carried out by the Framework Member shall be deemed to be subject to the terms and conditions set out in this Framework Agreement, as they apply to the performance of the Services.

6. SERVICES

6.1 This Framework Agreement governs the overall relationship between the Commission and the Framework Member with respect to the provision of Services. Any Services provided by the Framework Member must be performed subject to and in accordance with the terms of any relevant Call-Off Contract and the terms of this Framework Agreement including the Service Standards set out in Schedule 7. The Commission is entitled, but not required, at any time during the Term to procure Services in accordance with the Framework Rules.

6.2 In respect of Services to be performed pursuant to a Call-Off Contract awarded to the Framework Member, the Framework Member shall, at all times, act in good faith and exercise the level of skill and care reasonably expected of a professional Framework Member regularly undertaking services of the type provided. The Framework Member will carry out the Services with the necessary resources and in reasonable time.

6.3 The Framework Member must be available to attend meetings with the Commission staff at the Commission's offices in Dublin as and when reasonably required.

6.4 The Framework Member must make available to the Commission all resources necessary to perform the Services, including without limitation adequate personnel, equipment and materials.

6.5 The Framework Member shall comply with all lawful and reasonable requests of the Commission.

- 6.6 The Commission may appoint one or more Framework Members to perform the Services. The Framework Member must co-operate and liaise with such other Framework Members as reasonably required by the Commission.
- 6.7 The Framework Member is responsible for and must ensure that all of its personnel or agents involved in providing any Services pursuant to this Framework Agreement and any Call-Off Contract comply with the terms of this Framework Agreement and any Call-Off Contract.
- 6.8 In instances where barrister services are required, the Framework Member must seek prior approval from the Commission both in respect of the chosen barrister and barrister fees.

7. KEY PERSONNEL

- 7.1 The Framework Member agrees that (i) the Services will be provided by the persons identified for that purpose by the Framework Member in its Tender and (ii) no change in personnel will be made without the prior consent of the Commission.
- 7.2 Where any person identified by the Framework Member in its Tender is unable to perform the Services for any period and this inability impacts materially on the performance of the Services, the Framework Member shall, at no additional cost to the Commission, provide a replacement member whose qualifications and experience are to the satisfaction of the Commission and correspond as closely as practicable to the qualifications of that person whom they are required to replace. Any request by a Framework Member to replace a member of the persons identified in the Tender must clearly state the specific “grade” to which each proposed new member belongs. The request should contain a curriculum vitae for each proposed new member (including qualifications, training and experience and relevant corresponding dates). Any proposed new member will not be deemed to have been added to those persons outlined in the Tender unless he or she has been approved in writing in advance by the Commission.
- 7.3 The Framework Member shall no longer utilise for the provision of the Services any employee or professional, technical or clerical staff whose performance is deemed unsatisfactory to the Commission. In such instance the Framework Member will provide a replacement member whose qualifications and experience are to the satisfaction of the Commission.
- 7.4 The Framework Member confirms that none of its employees, personnel or agents shall have, whether by contract or otherwise, any title, right, or interest whether legal or beneficial, in any intellectual property rights arising out of or relating to work done by such employees, personnel or agents providing the Services.

8. CONFIRMATIONS, WARRANTIES & REPRESENTATIONS

- 8.1 The Framework Member acknowledges and agrees that the Commission 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 Tender.
- 8.2 The Framework Member under this Framework Agreement represents and warrants to the Commission that:

- (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) each of the obligations of the Framework Member under this Framework Agreement constitute legally binding obligations on it;
- (c) 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 the Framework Agreement or any Call-Off Contract;
- (d) the "Declaration as to Personal Circumstances of Tenderer" remains unchanged;
- (e) if awarded a Call-Off Contract, the Services will be provided by relevant Key Personnel and appropriately experienced, qualified and trained personnel and the Services shall be rendered with all due skill, care and diligence;
- (f) 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 Tender and will comply with such obligations in the performance of the Services under any Call-Off Contract;
- (g) the representations, statements and warranties contained in the Tender are true, valid, correct, complete and accurate and are not misleading;
- (h) 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;
- (i) 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 Consent, judgment, order, or Applicable Law which is applicable to it or its assets;
- (j) there are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect its business or operations;
- (k) 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 the Commission to enter into this Framework Agreement with the Framework Member;
- (l) 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 company directors of the Framework Member or any

person having powers of representation, decision or control in respect of the Framework Member;

- (m) any registerable interest involving the Framework Member, the Commission, or employees of the Commission, or their relatives, has been fully disclosed in writing to the Commission prior to the date of this Framework Agreement;
- (n) it has not offered, given or agreed to give any officer or employee of the Commission 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;
- (o) the Framework Member has no actual or potential Conflict of Interest in respect of any aspects of the Services and/or the Framework Agreement and/or the subject matter of either of them except to the extent otherwise communicated to the Commission;
- (p) It will not in performing the Services under any Call-Off Contract be in breach of any obligation owed to any person or infringe upon any right enjoyed by any person including the intellectual property rights of any person;
- (q) It shall observe and comply with all Applicable Law to the extent that such laws are relevant to the performance of its obligations under this Framework Agreement and / or any Call-Off Contracts; and
- (r) It shall not and shall procure that its officers, agents, servants or employees shall not:
 - (i) knowingly do anything directly or indirectly prejudicial to the interests of the Commission or to the contractual relationship of the Commission with any third parties or which shall adversely affect the Services, duties and obligations of the Framework Member hereunder;
 - (ii) in any way pledge the credit of the Commission; or
 - (iii) make any representation or give any warranty on behalf of the Commission nor hold itself out as the agent thereof in any way, save in pursuance of its duties under this Framework Agreement.

- 8.3 Without limiting the generality of Clause 0, the Framework Member shall take all necessary steps to manage any and all Conflicts of Interest (including the establishment of conflicts policies and screening protocols if not already in place) that may arise during the Framework Agreement Term so as to ensure that the performance of the Services are not impaired or compromised as a result of any third party relationships of the Framework Member, any holding company or subsidiary of the Framework Member or any subsidiary of such a holding company. In particular (but without limiting the generality of the foregoing) the Framework Member hereby undertakes to notify the Commission forthwith in writing of any Conflict of Interest or potential Conflict of Interest that may arise in the provision of the Services.
- 8.4 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 representations, warranties and confirmations given in this Clause 0.
- 8.5 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) detailed records of all matters undertaken by the Framework Member in relation to the Services and the discharge of its obligations under the Framework Agreement and any Call-Off Contract and will promptly provide such to the Commission at any time within that period in hard copy or electronic form in a format specified by the Commission.

9. FEES AND PAYMENT

- 9.1 In consideration of the provision of the Services in accordance with this Framework Agreement and any Call-Off Contract, the Commission shall pay to the Framework Member the Fees for the amounts and at the times (if any) set out in the relevant Call-Off Contract. The Fees are inclusive of all insurances, overheads and other costs and expenses 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 the Commission at the rate and in the manner for the time being prescribed by Irish law.
- 9.2 The Framework Member may be entitled to claim payment from the Commission 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 the Commission.
- 9.3 The Fees for any Services provided pursuant to this Framework Agreement shall be calculated in accordance with the Hourly Rates or be as set out in a Call-Off Contract. The rates pursuant to which Fees for any Services provided are calculated shall never exceed the Hourly Rates.
- 9.4 The Framework Member shall maintain and provide records of Hourly Rates and all Fees and other expenses, and outlay incurred in respect of the Services in electronic format (or such other format specified by the Commission). The records maintained by the Framework Member shall contain itemised details of all Services undertaken, the applicable rates and the dates and identities of the personnel who carried out such Services. The Commission shall be entitled to inspect the Framework Member's fee records relating to the Services upon providing reasonable notice of such inspection to the Framework Member.

- 9.5 The Commission may at any time at its sole discretion, reduce the scope or remove certain elements of the Services outlined in a Call-Off Contract. The Commission will make reasonable endeavours to notify the Framework Member of such reduction or removal prior to the Framework Member commencing such Services but the Framework Member hereby acknowledges that such of prior to commencement of the Services may not always be possible. The Commission may reduce the Fee to reflect the revised scope of Services.
- 9.6 The Framework Member may not demand compensation in respect of any reduction or removal of Services unless otherwise agreed in writing by the Commission.
- 9.7 The Commission shall pay the Framework Member all amounts due and owing within thirty (30) days of the receipt of a valid invoice from the Framework Member unless the Commission disputes any portion of an invoice, in which case the Commission shall notify the Framework Member of the amount in dispute and the reasons therefor. A valid invoice must contain a valid Purchase Order number. Invoices shall be supported by a written report and shall be supported by time analysis in respect of the work undertaken by the Framework Member and shall be sent electronically to the relevant point of contact as set out in the relevant Call-Off Contract and sent electronically to finance@ccpc.ie. Time analysis and/or time sheets may be subject to audit by the Commission.
- 9.8 Invoices with respect to any Fees additional to those set out in the relevant Call-Off Contract shall not be submitted to the Commission unless the Commission has provided prior written approval.
- 9.9 Unless expressly stated otherwise in the Call-Off Contract, the Framework Member shall issue an invoice to the Commission upon completion of the Services described in the Call-Off Contract, or upon completion of milestones set out in the Call-Off Contract, which have been agreed in advance between the Parties.
- 9.10 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 the Commission or be entitled to any fee, salary, pension, bonus, or other fringe benefits from the Commission and it is agreed that 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. The Framework Member agrees to indemnify and hold harmless the Commission against any claims or demands that may be made by any relevant authority in respect of income tax, PRSI, penalties or interest relating to such payments in respect of the provision of the Services. 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.
- 9.11 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 the Commission 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 the Commission 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 the Commission on an annual basis and at such other times as may be required by the Commission. The Framework Member will inform the Commission immediately if it ceases to possess a valid and current tax clearance certificate.
- 9.12 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 the Commission of a statement from the Irish Revenue Commissioners as to their suitability on tax grounds to be awarded this Framework Agreement and any Call-Off Contract.

- 9.13 If the Commission 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, in accordance with the relevant provisions of this Framework Agreement including Clause 0, at its own expense and it shall not be entitled to any Fees in respect of such remedial work.
- 9.14 If the Framework Member enters into any contract with a third party to provide services similar or identical to the Services on terms more favourable than those contained in this Framework Agreement or any Call-Off Contract, the Framework Member will offer those terms to the Commission and, if the Commission accepts those terms, in consideration of the payment of €1 (one euro) by the Commission to the Framework Member, the relevant Call-Off Contract will be amended by the Parties to reflect those terms.
- 9.15 The Framework Member is solely responsible:
- (a) for all tax Liabilities in respect of the expenses and Fees paid by the Commission 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 the Commission 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.

- 9.16 The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, the Commission on demand from and against any Liabilities suffered and/or incurred by or taken against the Commission 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 the Commission in respect of demands for income tax or social welfare insurance or other similar contributions relating to the provision of the Services by the Framework Member and/or the Framework Member Team.
- 9.17 Public Sector Withholding Tax (PSWT) - All payments to be made pursuant to this Framework Agreement shall be subject to professional services withholding tax under the provisions of Part 18, Chapter 1 of the Taxes Consolidation Act 1997 at the prevailing rate.
- 9.18 Where, in any case, the Framework Member is liable to make any payment to the Commission under this Framework Agreement or otherwise, the Commission may set off any such payments due to it against any fees due by the Commission to the Framework Member.
- 9.19 The Commission reserves the right to publish a list of the Fees incurred under this Framework Agreement and the respective names of the companies/firms to which they relate.
- 9.20 If and to the extent that the Framework Member is supplying personnel to the Commission, payment may be withheld at any time where evidence requested is not provided by the Framework Member to the effect that Irish payroll withholding taxes (including PAYE, USC and PRSI) are being operated in respect of Framework Member's personnel, or that Irish payroll withholding taxes need not be operated in line with current published Revenue Commissioners' Statements of Practice and other guidance, or that the Framework Member has received permission from the Revenue Commissioners not to operate Irish payroll withholding taxes. This applies whether or not the Framework Member or the Framework Member's personnel is or are resident in Ireland, including when personnel are sourced from other companies. The Framework Member shall provide evidence of registration for Irish payroll withholding taxes and of actual operation of Irish payroll withholding tax obligations in respect of remuneration liable to Irish payroll withholding taxes on an ongoing basis. Without prejudice to the foregoing, any and all taxes payable to the Revenue Commissioners and applicable to the provision of the Services will be the sole responsibility of the Framework Member and the Framework Member so acknowledges and confirms this. The Framework Member shall indemnify the Commission and keep the Commission indemnified from and against any liability incurred by the Commission (including interest and penalties) by reason of any claims or demands made by the Revenue Commissioners against the Commission in respect of PAYE obligations and/or payments made by the Commission to the Revenue Commissioners directly arising from the failure of the Framework Member to comply with PAYE tax provisions in respect of the Framework Member's employees.

10. RELATIONSHIP AND CONTRACT MANAGEMENT

- 10.1 The Framework Member and the Framework Member Team 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 the Commission as set out in the RFT, the Framework Agreement, the Service Standards and description of the Services set out in the relevant Call-Off Contract, so as to give the Commission the benefit of the Framework Member's experience and expertise.

- 10.2 Without prejudice to Clause 0, the Framework Member shall exercise (and shall procure that its agents, personnel and all other third parties engaged by the Framework Member in the provision of the Services shall exercise) in the performance of the Services that standard of skill, care and diligence reasonably to be expected of a properly qualified Framework Member experienced in providing services comparable in type, scope, complexity and purpose to the Services. This includes that the Framework Member (and any agent, employee or third party engaged by the Framework Member) shall perform the Services in accordance with good industry practice and 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.
- 10.3 The Framework Member represents and warrants to the Commission that it and each of the Framework Member Team have the experience, qualifications and necessary ability to undertake the Services.
- 10.4 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.
- 10.5 The Framework Member acknowledges and agrees that the Commission 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.
- 10.6 The Commission may require the Framework Member to develop a project plan (the "**Project Plan**") in respect of the Services. In this case the requirements of Schedule 6 will be met. Such a Project Plan, if and when approved by the Commission, will be signed by both Parties.
- 10.7 The Framework Member and the Framework Member Team will successfully and without delay, complete and deliver the Services, Deliverables and any Project Plan to the Commission's satisfaction.
- 10.8 The Commission reserves the right, notwithstanding any Project Plan, to require the Framework Member to submit to the Commission updates, reports, progress reports, drafts or other documents relating to the Services, at such times as the Commission shall reasonably require and in such format as the Commission shall reasonably require (including electronic format) otherwise than as set out in any Project Plan.
- 10.9 The Commission reserves the right, notwithstanding any Project Plan, to require the Framework Member to report to the Commission on all matters (including at the Commission'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 reasonably specified by the Commission, and the Commission shall be entitled to have full and free access to all papers, results, documents, and data generated by the Framework Member in the performance of the Call-Off Contract and the Services.

- 10.10 The grant of any approval, acceptance, confirmation or consent by the Commission, or the failure by the Commission to respond to any communication, in respect of any matters (including, without limitation, any timeline, stages or Deliverables and including as regards any Project Plan):
- (a) does not pass any liability or responsibility to the Commission in connection with same;
 - (b) does not imply or suggest compliance with the Service Standards, the 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.
- 10.11 If, at any time, the Framework Member becomes aware that it will not (or is unlikely to) successfully achieve any milestones, dates or stages set out in any Call-Off Contract and / or any Project Plan, or may be delayed as regards the delivery of the Services, it will immediately notify the Commission of the fact of the delay, the reasons for the delay, the consequences of the delay for the rest of the Call-Off Contract, Project Plan and 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.
- 10.12 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 (including as regards any Project Plan), or fails to provide the Services in a reasonable and timely manner in any respect or the Commission is not satisfied with the standard of any part of the Services provided, the Commission, at its absolute discretion, may either:
- (a) require the Framework Member, within a period of fourteen (14) days of the receipt of a notice to this effect or such other period as may be agreed between the parties, 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 Services 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 the Commission in such regard due to the Framework Member under the relevant Call-Off Contract, will be recoverable from the Framework Member by the Commission as a debt free from counterclaim, set-off or similar.

- 10.13 The Commission may terminate the Call-Off Contract with immediate effect if the Framework Member does not comply with any requirement under Clause 0 within seven (7) days, or if the Commission 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 0 herein.
- 10.14 The Framework Member shall appoint a competent and appropriately qualified member of staff for the purposes of overseeing and co-ordinating the timely and proper establishment and delivery of the Services (and any Project Plan) ("the **Account Manager**"). The Account Manager shall be available for consultation with the Commission during business hours during the relevant Call-Off Contract, with a view to achieving, inter alia, the most efficient achievement of the Services. Any proposed change to the Account Manager must be notified in writing in advance to the Commission for approval by the Commission as soon as possible. The Commission will not pay for the time spent by the Account Manager in this capacity.
- 10.15 The Framework Member agrees to assist, co-operate, co-ordinate and share its information with any other Framework Member(s) engaged by the Commission in connection with any projects 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 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.
- 10.16 The Framework Member agrees to any reasonable increase in the Service Standards requested by the Commission from time to time (without any increase in the Fees).

11. EXIT MANAGEMENT

- 11.1 Where required in a Call-Off Contract, the Framework Member shall develop and maintain an exit management plan in accordance with the requirements set out in the relevant Call-Off Contract.
- 11.2 On termination or expiry of the relevant Call-Off Contract the Framework Member shall comply with and perform, the exit management services and shall cooperate with and provide all reasonable assistance to the Commission and any third party acting on behalf of or on the instructions of the Commission to ensure an orderly handover of the Services.
- 11.3 For the avoidance of doubt, the Framework Member's obligations under this Clause 0 shall be in addition to and not in replacement of the Framework Member's obligations which apply throughout the term of the Call-Off Contract. Such exit management services shall be paid for in accordance with the Hourly Rates quoted in the Framework Member's Tender.

12. ACCESS TO INFORMATION AND AUDIT

- 12.1 The Framework Member shall maintain proper accounts and records of its performance under this Framework Agreement and any Call-Off Contract.
- 12.2 The Commission 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:

12.2.1 to verify the accuracy of the Fees (including the calculation of same);

12.2.2 to review the Framework Member's compliance with and performance of its obligations under this Framework Agreement or any Call-Off Contract;

12.2.3 to review the Framework Member's accounts and records held and maintained in accordance with Clause 0;

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

12.3 If, as a result of the exercise by the Commission of its audit rights, the Commission 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 Contract, the Commission shall so inform the Framework Member and the Framework Member shall forthwith take such actions as are necessary to ensure compliance. The rights of the Commission pursuant to this Clause 0 are independent of, and in addition to, any other rights and remedies it may have.

12.4 Without prejudice to any legal requirement or longer retention requirement under this Framework Agreement or any Call-Off Contract, all accounts and records shall be retained for a period of six (6) years following the termination or expiry of this Framework Agreement or completion of the Services as outlined in a Call-Off Contract (whichever is later).

13. CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

13.1 Subject to Clause 0, 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:

13.1.1 keep safe, secure, secret and strictly confidential the Confidential Information;

13.1.2 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;

13.1.3 not disclose any Confidential Information to any person except with the prior written consent of the Commission or in accordance with Clause 0;

13.1.4 use all reasonable endeavours to prevent the use or disclosure of Confidential Information;

13.1.5 not to use or disclose the Confidential Information to any third party without the Commission's prior written consent; and

13.1.6 to immediately notify the Commission in writing if the Framework Member suspects that the confidentiality and security of the Confidential Information has been breached.

13.2 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 into the knowledge of the Framework Member, otherwise than through a breach of this Clause 0 (or any other confidentiality agreement with the Commission) by the Framework Member;
- (iii) it is required by existing contractual obligations of which the Commission 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 the Commission as much advance notice as reasonably possible and permits the Commission 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 the Commission as much advance notice as reasonably possible and permits the Commission to make representations.

13.3 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.

13.4 At the Commission’s request, the Framework Member shall provide, and shall procure that any relevant Recipient provide, satisfactory evidence that the obligations outlined at Clause 0 have been implemented and are being maintained to a level acceptable to the Commission. This evidence shall be provided within five (5) Working Days of the Commission’s request.

13.5 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:

- 13.5.1 return to the Commission 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
- 13.5.2 provide a signed statement to the Commission certifying that all Confidential Information has either been delivered to the Commission or destroyed.
- 13.6 The Framework Member acknowledges that the Commission may be required to grant access to records held by the Commission in relation to the Services (including Confidential Information) to members of the public pursuant to the provisions of the Freedom of Information Act 2014 and the Framework Member shall provide the Commission 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 the Commission.
- 13.7 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 the Commission's procedures in relation thereto which are published on the Commission's website at [Freedom of Information - CCPC Business](#).
- 13.8 Subject to this Clause 0, no public announcement concerning this Framework Agreement, a Call-Off Contract, the Services or any ancillary matter shall be made by the Framework Member, without the prior written consent of the Commission.
- 13.9 Clause 0 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.
- 13.10 The Framework Member acknowledges that any Confidential Information marked by the Commission or claimed as legally privileged shall be privileged and the benefit of the privilege belongs to the Commission. The provision of legally privileged Confidential Information does not amount to any waiver of privilege.
- 13.11 This Clause 0 (Confidential Information) survives the termination or expiration of this Framework Agreement.

14. INTELLECTUAL PROPERTY

- 14.1 The Framework Member (and any other third party) has no, and will not, subject to Clause 0 and Clause 0, acquire any, right, title or interest in or to the Intellectual Property of the Commission 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 the Commission).
- 14.2 The Commission has no, and will not, subject to Clause 0, acquire any, right, title or interest in or to the Background Intellectual Property of the Framework Member or its third party licensors.
- 14.3 The Framework Member hereby absolutely assigns, conveys and transfers unto the Commission (with full title guarantee) all right, title and interest in and to all present and future rights and interest in all Intellectual Property in the Deliverables and Services and 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 the Commission or its consultants or other contractors ("**Foreground Intellectual Property**"). For the avoidance of doubt, Foreground Intellectual Property as above defined expressly excludes any Intellectual Property comprised in and/or protected under the definition of Background Intellectual Property.
- 14.4 The Framework Member hereby irrevocably waives all moral rights in all the foregoing.
- 14.5 The Framework Member hereby grants to the Commission (and its consultants and other contractors) 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, without limitation, any litigation or administrative procedure in any way connected with the use to which the Deliverables were put by the Commission) and/or for any future uses or projects to which the Commission may wish to put the Deliverables. This Clause 0 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 0, the licence in this Clause 0 shall apply to the extent permitted by the relevant third-party licence terms and on condition that such terms are notified to the Commission in advance of such third-party software being supplied and/or made available to the Commission. Further, for the avoidance of doubt, the Commission shall not under this Clause 0 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.
- 14.6 The Framework Member acknowledges and agrees that the whole or any part of any or all of the Deliverables (including, without limitation, 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), may be used, publicised and made available to the public by the Commission in its own name (subject to the following sentence) and in such manner as it sees fit at its absolute discretion. The Commission will use reasonable endeavours to credit the Framework Member as the original author of any Deliverable (or part of a Deliverable) which the Commission publishes or which the Commission cites, quotes or uses in a published report or similar document where considered appropriate by the Commission (acting reasonably), except that the Commission is not required to do so where the Commission (acting reasonably) considers that this may be to the detriment of the Commission or adverse to its interests or adverse to the intended use to which the Deliverable may be put by the Commission.

- 14.7 Where the Commission intends to publicise any Model or make it available to third parties, the Commission 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 BUT the Commission shall not be required to obtain the Framework Member's consent. Where the Commission 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 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 or delayed by the Framework Member).
- 14.8 The Commission hereby grants the Framework Member, subject to the Commission's prior written consent in any case (which consent shall not be unreasonably withheld or delayed by the Commission), a revocable non-exclusive non-transferable limited licence to use the Commission'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).
- 14.9 The Commission hereby agrees to grant the Framework Member, subject to the Commission's prior written consent in any case (which consent will not be unreasonably withheld or delayed by the Commission) 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 the Commission'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 0 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. The Commission may withhold or limit its consent under this Clause 0 if the Commission considers that the use to which the Foreground Intellectual Property may be put by the Framework Member may (i) be to the detriment of the Commission; (ii) be adverse to its interests; (iii) be adverse to the intended use to which the Foreground Intellectual Property may be put by the Commission; and/or (iv) result in the use, access or disclosure of Confidential Information. A consent will only be deemed to have been given by the Commission under this Clause 0 where it is expressly stated to have been given under this Clause 0 and the consent has been signed in pen on behalf of the Commission by an authorised person.
- 14.10 The Framework Member agrees to respect the Commission'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 or omission) that adversely affects the rights of the Commission or its third-party licensors in or to either of their Intellectual Property.
- 14.11 The Framework Member agrees on request at any time to give the Commission or any person authorised by the Commission access to the Framework Member's Intellectual Property and to provide copies of same at its own expense.
- 14.12 The Framework Member warrants, represents and undertakes that:

- 14.12.1 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
- 14.12.2 the normal use and possession by the Commission or any other person in accordance with this Framework Agreement of any Intellectual Property supplied, procured, made available or used by or on behalf of the Framework Member under this Framework Agreement and/or under a Call-Off Contract and/or in connection with the Services and/or Deliverables does not, and will not, infringe the Intellectual Property rights of any third party.
- 14.13 The Framework Member hereby agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand the Commission (and its officers, employees, contractors and agents) from and against any Liabilities whatever arising out of or in connection with 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 the Intellectual Property rights of a third party (provided that the Commission will take reasonable steps open to it of which it is aware to mitigate any Liabilities if, and only to the extent that, the Commission considers that such steps will not operate to its detriment or against its interests and any Liabilities arising or resulting from taking such steps are, for certainty, recoverable under this Clause 0). This indemnity survives the termination or expiration of this Framework Agreement, and any Call-Off Contract entered into under this Framework Agreement.
- 14.14 The Commission will:
- 14.14.1 notify the Framework Member in writing of any claim falling within Clause 0 ("**IPR Claim**");
- 14.14.2 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 the Commission such reasonable financial or equivalent security as may from time to time be reasonably required by the Commission to cover the amount ascertained or agreed or estimated, as the case may be, of any Liabilities for which the Commission 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 the Commission into disrepute;
 - (iii) the Framework Member shall keep the Commission fully informed of the progress of the IPR Claim and will provide the Commission with copies of all relevant documents in its possession as are necessary and as may be requested by the Commission (acting reasonably) save to the extent any such documentation is legally privileged; and
 - (iv) the rights of the Framework Member under this Clause 0 in relation to a particular IPR Claim may, by notice in writing from the Commission, be terminated where, in the Commission's reasonable opinion, the action or its continuation is likely to materially adversely affect the Commission's reputation;

and

- 14.15 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 the Commission into disrepute.
- 14.16 The provisions under this Clause 0 will continue to apply notwithstanding the termination or expiration of this Framework Agreement and / or any Call-Off Contract for any reason and notwithstanding the completion of the performance of the Services.
- 14.17 In the event of any discrepancy between Clause 0 (the Confidential Information and Announcements clause) and this Clause 0 (the Intellectual Property Clause) Clause 0 shall take precedence over this Clause 0 (the Intellectual Property Clause).

15. DATA PROTECTION

- 15.1 For the purposes of this Framework Agreement, the terms Personal Data, Data Controller, Data Processor, Data Subject, Personal Data Breach, process and processing have the meanings set out in Data Protection Legislation. To the extent not specified above, all other terms and expressions used in this Clause 0 have the same meaning as in the Data Protection Legislation. The Framework Member acknowledges and agrees that the Commission is the data controller and the Framework Member is the data processor in respect of any personal data processed by the Framework Member on behalf of the Commission in providing the Services. To the extent that the Framework Member is also a Data Controller when processing any Personal Data provided to it by the Commission in connection with the Services, the Framework Member shall comply with the Data Protection Legislation and with the provisions of this Framework Agreement.
- 15.2 The Framework Member shall and hereby warrants that it shall:
- 15.2.1 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 the Commission'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 the Commission; take all measures required pursuant to Article 32 of the GDPR, including without limitation to ensure its own compliance with the requirements under Article 32 GDPR and to assist the Commission in meeting its obligations under Article 32 GDPR;
- 15.2.2 ensure that it has in place appropriate technical and organisational security measures, reviewed and approved by the Commission to protect against unauthorised or unlawful processing 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);

- 15.2.3 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;
- 15.2.4 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;
- 15.2.5 promptly comply with any request from the Commission requiring the Framework Member to amend, transfer or delete the Personal Data;
- 15.2.6 provide, at the Commission's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by the Commission, including so as to enable the Commission to comply with its obligations under Articles 15 – 22 of the GDPR;
- 15.2.7 not authorise a third party (sub-contractor) to process the Personal Data unless:
- a. the Commission has provided its prior written consent;
 - b. the same obligations as set out in this Framework Agreement, and in particular, this Clause 0, shall be imposed on the third party (sub-contractor) by way of a contract between the Framework Member and the third party (sub-contractor)
 - c. where the third party (sub-contractor) fails to fulfil its data protection obligations, the Framework Member shall remain fully liable to the Commission for the performance of that third party's (sub-contractor) obligations; and
 - d. it is provided in the contract between the Framework Member and the third party (sub-contractor) that the third party's (sub-contractor) contract terminates automatically on termination of this Framework Agreement and / or any Call-Off Contract as applicable for any reason
- 15.2.8 not transfer the Personal Data outside the European Economic Area without the prior written consent of the Commission and (subject to that consent) ensure that the following conditions are fulfilled:
- a. the Commission or the Framework Member has provided for and implemented appropriate safeguards in relation to the transfer, approved in advance by the Commission;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. the Framework Member complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d. the Framework Member complies with reasonable instructions notified to it in advance by the Commission with respect to the processing of the Personal Data;

15.2.9 within 24 hours of becoming aware, inform the Commission 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 the Commission 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 the Commission to remedy same. Without prejudice to this, the Framework Member will restore such Personal Data at its own expense;

15.2.10 process the Personal Data in compliance with Data Protection Legislation and all Applicable Laws; and

15.2.11 provide all reasonable assistance to the Commission in ensuring compliance by the Commission with the latter's obligations under Articles 15 – 22 GDPR and under Articles 32 – 36 GDPR.

15.3 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 the Commission and it shall provide the Commission with full co-operation and assistance in relation to any such complaint, notice or communication.

15.4 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 the Commission within two Working Days of receiving such a request;
- b) provide the Commission 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 the Commission or as provided for in this Framework Agreement.

15.5 The Framework Member shall make available to the Commission all information necessary to demonstrate compliance with Data Protection Legislation. The Commission is entitled, on giving at least seven Working 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 Framework Member. This requirement to give notice will not apply if the Commission has reasonable grounds to believe that the Framework Member is in breach of any of its obligations under this Clause 0.

15.6 The Framework Member agrees to indemnify and keep indemnified and defend at its own expense the Commission on its own behalf and on behalf of any sub-contractors against all costs, fines, penalties, claims, damages or expenses incurred by the Commission or for which the Commission may become liable due to any failure by the Framework Member, its employees, sub-contractors or agents to comply with Data Protection Legislation or any of the Framework Member's obligations under this Clause 0.

15.7 The Framework Member shall, at the choice of the Commission, delete or return to the Commission all Personal Data after the end of the provision of the Services relating to processing and delete existing copies unless Union or Member State law requires storage of the Personal Data.

16. SUSPENSION

- 16.1 The Commission may suspend the Framework Member's appointment to the Framework for such period as the Commission considers appropriate if the Commission considers that one of the events set out in Clauses 0, 0, or 0 has occurred at any time. The Framework Member will not be eligible to participate in, or submit Proposals in respect of, Call-Off Contracts for the duration of the suspension.
- 16.2 The Commission 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 the Commission's notice suspending the Services;
 - (b) the Commission 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) the Commission will pay the Framework Member the amount that the Commission 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 0 (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 the Commission all material, documents, reports and information and data that it has obtained, produced or prepared, prior to suspension in connection with the suspended Services.
- 16.4 Following any such period of suspension referred to in Clause 0, the Commission 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 the Commission in respect of any increased costs reasonably incurred by the Framework Member by reason of such suspension.

17. TERMINATION

- 17.1 The Commission may terminate the Framework Agreement in whole or in part with sixty (60) days' prior written notice without cause if it terminates the Framework Agreement for all Framework Members.
- 17.2 The Commission 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, the 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 the Commission into disrepute or affecting the business of the Commission;
 - 17.3.3 through its employees, servants or agents or otherwise, is in default or neglect in the discharge of its obligations under the 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 the Commission;
 - 17.3.4 becomes bankrupt or Insolvent, or makes any composition or arrangement with, or conveyance or assignment for the benefit of his creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of his estate, or a trustee is granted by him on behalf of his creditors, or if the Framework Member, being a company, enters into voluntary or compulsory liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of its assets is appointed;
 - 17.3.5 fails to effect and maintain the insurance required by the Framework Agreement or any Call-Off Contract;
 - 17.3.6 undergoes a Change of Control to which the Commission does not give its prior written consent;

- 17.3.7 comes under 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;
- 17.3.8 if in the reasonable opinion of the Commission, it appears that the Framework Member Team or the Framework Member has a Conflict of Interest or Bias that has not been properly disclosed or which cannot be resolved to the Commission's satisfaction, or there is in the Commission's opinion, any registrable interest involving the Framework Member, the Commission, or employees of the Commission, or their relatives, that has not been fully disclosed in writing to it prior to the date of this Framework Agreement; or
- 17.3.9 the Framework Member does not enter into a Call-Off Contract when selected to do so in accordance with the Framework Rules;
- 17.3.10 the Framework Member does not submit a Proposal for a Call-Off Contract due to lack of capacity or other reasons on two or more occasions, the Commission may, without prejudice to any other right or remedy, terminate this Framework Agreement by giving the Framework Member five (5) days written notice thereof.

In addition, and without prejudice to the above, where the Commission becomes aware that 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 any sub-contractor engaged by the Framework Member, the Commission reserves the right to require the Framework Member to immediately replace the sub-contractor and the Framework Member shall comply with such requirement. The Framework Member shall include, in every sub-contract relating to performance of the Services into which it enters, (i) a right for the Framework Member to terminate the sub-contract 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 sub-contractor; and (ii) a requirement that the sub-contractor, in turn, shall include a provision having the same effect in every sub-contract relating to performance of the Services into which the sub-contractor enters.

- 17.4 The Commission may terminate this Framework Agreement by notice in writing with immediate effect if, in the reasonable opinion of the Commission, 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 the Commission in such respect.
- 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 the Commission, makes it advisable or necessary to dispense with the Framework, Framework Agreement or Services, the Commission may terminate this Framework Agreement 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 such termination by the Commission includes the termination of any Call-Off Contract, the Commission 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 If the Framework Member or any member of the Framework Member Team become unable to perform the Services through accident, ill health, unsound mind, or are otherwise unable to undertake the Services or part thereof, the Commission may request the Framework Member to immediately remove any of the Framework Member Team and to replace them. The prior written consent of the Commission must be obtained for any replacement. If the Framework Member fails to nominate a replacement who is acceptable to the Commission within ten (10) days after the Commission so requests a replacement, the Commission may immediately terminate the relevant Call-Off Contract by notice in writing.
- 17.7 If the Commission 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 between the parties. The Commission 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 the Commission 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 the Commission.

- 18.2 The Commission 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 and / or any Call-Off Contract, whether by termination or otherwise.
- 18.3 Termination of this Framework Agreement and/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 Notwithstanding termination of this Framework Agreement or any Call-Off Contract, the provisions of this Framework Agreement and of such Call-Off Contract shall continue to bind the Parties insofar as and for as long as may be necessary to give effect to their respective rights and obligations thereunder.
- 18.5 The Commission's rights to terminate this Framework Agreement or any Call-Off Contract as provided for in this Clause 0 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 the Commission and shall take further steps as The Commission may reasonably require for the purpose of fully vesting in the Commission 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 the Commission is not satisfied with the standard of any part of the Services provided, the Commission, at its absolute discretion, may procure substitute consultancy services from another supplier. Except in the case of termination under Clause 0 , the costs of procuring an alternative supplier of the Services shall be reimbursed to the Commission 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 Agreement or of any other Call-Off Contracts with the remaining Framework Members.

19. INDEMNITY

- 19.1 The Framework Member shall be liable for and will indemnify the Commission and its respective officers, employees and agents from and against all direct losses, claims, demands, damages or expenses (excluding any consequential losses) which the Commission may suffer consequent upon the negligence, breach of contract, breach of duty, recklessness, bad faith, wilful default or fraud of the Framework Member and its employees or agents.
- 19.2 The Framework Member accepts liability for and agrees to indemnify and hold harmless the Commission and its officers, employees and agents from and against and all proceedings, actions, costs, (including legal costs) charges, claims, expenses, damages, liability losses and demands resulting from the negligence, default, omission or breach of statutory duty by the Framework Member, its servants, agents or any of the Framework Member Team arising in connection with the provision of the Services.

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 the Commission 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 the Call-Off Contract, insurance cover with reputable insurers, acceptable to the Commission 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 the Commission directly against any claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Commission, the Framework Member shall use all insurance monies received by it to indemnify the Commission in respect of any claim and shall make good any deficiency from its own resources.
- 20.3 The Framework Member shall ensure that the Commission'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 the Commission and, at the request of the Commission, or of the Commission'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 the Commission. The Framework Member shall notify the Commission immediately in the event that any insurance ceases to be available or maintained. Policies will be shown to the Commission whenever requested by the Commission, together with satisfactory evidence of payment of premiums.
- 20.4 At the Commission'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 the Commission when awarding any Call-Off Contract, the Commission 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 the Framework Member shall reimburse the Commission for any costs it incurs in obtaining such cover. The Commission 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, the Commission 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-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 the Commission any person employed by the Commission 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 The Commission 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 / her employment agreement in so doing, save where any such person came to the Commission 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 the Commission 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 0 above, it forfeits its rights under Clause 0 ; 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 the Commission that the Force Majeure Event has ended and resume 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 the Commission 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 The Framework Member may not transfer or assign directly or indirectly any part of this Framework Agreement or any Call-Off Contract without the prior written consent of the Commission.
- 24.2 The Framework Member may not sub-contract any element of the Services without the prior written consent of the Commission, which consent may be withheld at the Commission's absolute discretion. In instances where a Framework Member requires, and the Commission consents, to the use of international offices or affiliates in the delivery of the Services, the Framework Member shall be responsible for the project management and delivery of the Services.
- 24.3 The Framework Member must notify the Commission of a Change of Control. The Commission may, at its absolute discretion, terminate this Framework Agreement with the Framework Member if it is of the view that the Change of Control could affect the Framework Member's performance of the Services adversely.
- 24.4 The Commission may transfer or assign all or any part of its rights and obligations under this Framework Agreement or any Call-Off Contract to any person and shall give prompt notice to the Framework Member of such transfer or assignment. The Framework Member will do all acts, and execute all documents, necessary to give effect to such transfer or assignment.

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 Parties will from time to time agree primary and alternate contact details for the purposes of this Clause 0 (Notices).
- 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, immediately if communicated during business hours or at 9AM Irish time on the following Working Day if not communicated during business hours.
- 25.3 The relevant addressee, address and email address of each Party for the purpose of this Clause 0 are:

Name of Party	Address/email
The Commission	[●tbc]

25.4 Each Party shall notify the other of a change to its name, relevant addressee, address or email address for the purposes of Clause 0 Such notice shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place;

or

(b) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such change has been given.

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.

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 the Commission and the Framework Member and any of the Framework Member Team and any replacement or any other persons supplied to the Commission 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 the Commission 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 the Commission 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 the Commission 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 the Commission 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. The Commission'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 the Commission is expressed to be an exclusive right or remedy, the exercise of it by the Commission is without prejudice to the Commission's other rights and remedies under this Framework Agreement or any Call-Off Contract and/or at law or in equity. The Commission'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.

29. LEGAL OPINION

- 29.1 The Framework Member shall, if requested by the Commission, at the Framework Member's expense, procure the provision of a written legal opinion of a qualified barrister or solicitor certifying that:
- 29.1.1 the Framework Member has all requisite corporate power to execute, deliver and perform its obligations under this Framework Agreement and / or any Call-Off Contract;
 - 29.1.2 such execution, delivery and performance of this Framework Agreement and / or any Call-Off Contract have been duly authorised by appropriate corporate action; and
 - 29.1.3 this Framework Agreement constitutes legally binding obligations on the Framework Member and the surety as the case may be.
 - 29.1.4 Any legal opinion requested by the Commission in accordance with Clause 0 shall be of such form and content as shall be approved by the Commission.

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.

35. ACTIONS

- 35.1 No action, regardless of form, arising out of transactions occurring under, or contemplated under, the Framework Agreement or any Call-Off Contract may be brought by either Party more than 6 (six) years after the cessation of Services pursuant to the Framework Agreement and any relevant Call-Off Contract, save in respect of breaches for those clauses (such as Confidentiality) which are stated to survive expiry or Termination of the Framework Agreement and any Call-Off Contract.

36. RESOLUTION OF DISPUTES

- 36.1 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. Any dispute which the Parties are unable to settle amicably after such effort shall be decided, pursuant to Clause 0 herein, by the courts of Ireland in accordance with Irish law.

37. GOVERNING LAW AND JURISDICTION

- 37.1 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.
- 37.2 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.

38. ALLOW FOR ELECTRONICALLY SIGNING

- 38.1 This Framework Agreement may be executed in any number of counterparts, each of which when executed and delivered will be a duplicate original and all of which when taken together will constitute the one agreement. The Parties acknowledge and agree that:
- 38.1.1 this Framework Agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature; and
- 38.1.2 transmission of an executed counterpart of the Framework Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Framework Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

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 by email on [insert date]**

Authorised Signatories
Signed for and on behalf of Competition and
Consumer Protection Commission

By:

(Signature)

Name:

Title:

Date:_____ 2025

By:

(Signature)

Name:

Title:

Date:_____ 2025

Authorised Signatory
Signed for and on behalf of the Framework Member

By:

(Signature) _____

Name:

Title:

Date:_____ 2025

SCHEDULE 1

FRAMEWORK RULES

1. The Framework Members

The Framework Members in the Framework [INSERT] are listed below, in alphabetical order:

A Framework Member whose Framework Agreement has been terminated will no longer be considered a Framework Member under these Framework Rules (“**rules**” in this Schedule). 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 the Commission, execute, deliver and enter into a Call-Off Contract with the Commission on the terms established pursuant to the Framework Rules.

3. Drawdown of Services

On each occasion that the Commission proposes to award a Call-Off Contract, it may do so in one of two ways:

(i) **By ‘Direct Award’**. The Commission may award Call-Off Contracts by directly selecting a Framework Member from the Framework, or

(ii) **By Mini-Competition**, in accordance with the Framework Rules.

The Contracting Authority may award Contracts by Direct Award. Decisions to award Contracts by Direct Award will be based on factors such as:

- a) Specialist expertise directly relevant to the task.
- b) Competitive rates within the pre-agreed ceiling rates.
- c) Urgency, where immediate commencement is required.
- d) Continuity of service, ensuring consistency or efficiencies.
- e) Availability to meet required timelines.
- f) Proven track record of high-quality service delivery.

The process for Direct Award includes:

- a) Defining the specific services required and preparing a scope of work.
- b) Contacting the identified Framework Member to confirm availability, capability, and compliance with Hourly Rates.
- c) Framework Member will have 5 working days to confirm acceptance.
- d) Issuing a Call-Off Contract with agreed terms, timelines, and deliverables.

4. Mini-Competition Rules

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

Mini-Competitions will involve a Request for Mini-Tenders and will set out the required Services, the deadline for receipt of Proposals, the terms of the Call-Off Contract and any procedures, rules, information, conditions and details as the Commission considers appropriate.

The Request for Mini-Tenders will be sent to the communications point referred to in Clause 0 of the Framework Agreement by e-mail or by post or using the e-tenders mail box in www.etenders.gov.ie

4.1 Proposals

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

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

Framework Members may be required to tender (i) an unconditional fixed price lump sum fee or combination of them 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 the Commission may determine.

The price tendered must not be higher than the maximum rates and prices set out in the Tender 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.

The Commission will not be liable to the Framework Member for any costs or expenses incurred by it in submitting Proposals to the Request for Mini-Tenders, regardless of the outcome, including abandonment of a Mini-Competition.

Framework Members shall propose in their Proposal the Key Personnel it proposes to use for the provision of the Services under the Call-Off Contract. The Commission may reasonably require that the members of the Key Personnel proposed be supplemented or amended where it considers this is reasonably necessary.

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

Each Framework Member will confirm in their Proposal that:

- 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 Proposal;
- 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
- c) it has no Conflict of Interest in relation to the Services in respect of which their Proposal is being submitted or clearly identify in writing the Conflict of Interest and provide suitable proposals and measures to address the Conflict of Interest.

4.2 Conflicts of Interests

If, in the Commission'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 suitable proposals to address by appropriate and adequate measures the risks and issues arising in such respect to the satisfaction of the Commission,

the Commission will inform that Framework Member that, in principle, the Commission 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 the Commission's decision in principle and to suggest further means by which to address the risks and issues arising to the satisfaction of the Commission. The Commission 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 the Commission, 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 the Commission's satisfaction, the Commission 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 the Commission 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.

4.3 Evaluation of Proposals

Proposals 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 Contracting Authority may award a Call-off-Contract following an evaluation of the Responses based on some or all of the award criteria set out below. The percentage weighting, the maximum marks available and minimum marks required will be confirmed for each mini competition carried out.

No.	Award Criteria for mini competitions	Weighting	Maximum Marks Available	Minimum marks Required (60%)
A	Service Delivery Methodology	Range between 0-60%	TBC	TBC
B	Contract Management	Range between 0-60%	TBC	TBC
C	Quality of Service Delivery Team	Range between 0-60%	TBC	TBC
D	Cost	Range between 0-100%	TBC	N/A
	Total	100%	TBC	

These award criteria are not listed in order of importance. At the Mini-Competition stage Framework Members who have submitted Proposals will be scored out of 100 percent.

Framework Members are deemed to have accepted the legality of, and waived any right to challenge, these award criteria by entering into the Framework Agreement.

The Contracting Authority reserve the right to issue or seek written clarifications.

Price Evaluation Methodology

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

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

i.e. $\text{Score for Proposal price N} = \text{Maximum points} \times \text{Lowest Proposal Fee} / \text{Proposal Fee for N}$

Where:

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

Lowest Proposal Fee, is the lowest Proposal Fee received from the responsive valid Proposals.

Maximum points: [INSERT MAXIMUM MARKS UNDER COST AWARD CRITERION], to be confirmed before each mini competition is held.

The Lowest Proposal Fee is determined by reference to Proposals 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. The maximum marks that can be achieved under the cost Award Criterion will be confirmed before each mini competition is held.

4.4 Award of Call-Off Contracts

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

- a) provision of evidence demonstrating that the required insurance is in place;
- b) provision of a current and valid tax clearance certificate issued by the Irish Revenue Commissioners;
- c) provision of evidence demonstrating and/or confirming to the Commission's reasonable satisfaction that there has been no change in circumstances with respect to the Framework Member or any information contained in its Tender (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
- d) any requirements with respect to Conflicts of Interest

SCHEDULE 2

FRAMEWORK AGREEMENT DETAILS

PART 1 – COMMUNICATION POINTS

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

PART 2 – TENDERED HOURLY RATES

Grade	Hourly Rate (Excluding VAT) Euro (€)

PART 3 – KEY PERSONNEL

Framework Member Personnel	Framework Agreement Grade and Specific Role • Grade 1 – Partner or Consultant. • Grade 2 – Qualified Solicitor with no less than 5 years post qualification experience. • Grade 3 – Qualified Solicitor with between 2 and 5 years post qualification experience. • Grade 4 – Qualified Solicitor with between 0 and 2 years post qualification experience. • Grade 5 – Trainee solicitor or paralegal. • Litigation Specialist – for Lot 2 only

PART 4 – CONFLICTS OF INTEREST and BIAS

The only actual or potential Conflict of Interest or Bias which the Framework Member or Framework Member Team 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 the Commission's rights, as set out in this Framework Agreement, remain reserved).

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) and subsequent clarifications).

PART 2 – TENDER (as submitted by the Framework Member to the Commission)

SCHEDULE 4

CALL-OFF CONTRACT

CONTRACT DRAWDOWN FORM

This Call-Off Contract is made between:

- (1) **Competition and Consumer Protection Commission**, having its offices at Bloom House, Railway Street, Dublin 1 D01 C576 ("**the Commission**") of the one part, and
- (2) [INSERT], a company established under [Irish / Other law] with company registration number [insert] and its registered office at [insert] (the "**Framework Member**" which expression includes its successors as permitted assigns) of the second part.

Re: [Relevant Lot]

Date: [Insert Date signed by the Commission]

Duration of the Services: [Insert]

1. The Commission hereby accepts the Proposal submitted by the Framework Member dated [INSERT] / hereby appoints the Framework Member] 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 Contract Drawdown Form expressly states otherwise, the terms and conditions of the Framework Agreement entered into between the Commission and the Framework Member dated [Insert date] shall be construed together with this Contract Drawdown Form and shall together constitute the "Call-Off Contract". By executing this form, the Commission and the Framework Member shall be deemed to have executed the Call-Off Contract.
3. The Framework Member is hereby appointed to perform the Services on the basis of the terms and conditions set out in the Call-Off Contract. In consideration of the payments to be made by

the Commission to the Framework Member in respect of the Services, the Framework Member hereby covenants to the Commission to perform and complete the Services in conformity in all respects with the provisions of the Call-Off Contract.

4. The unconditional fixed price lump sum fee in euros (excluding VAT) which will apply for the delivery of the Services is [INSERT]

OR

The fees payable to the Framework Member in respect of the Services shall be calculated on the basis of the hourly rates set out in Appendix 2 and shall be payable in accordance with Clause 0 of the Framework Agreement. The Framework Member will be entitled to claim payment from the Commission in respect of properly vouched expenses incurred in the delivery of the Services, subject to the maximum set out in Appendix 2. Any expenses incurred by the Framework Member in excess of this maximum sum shall not be payable by the Commission. However, expenses incurred by the Framework Member in respect of travel, travel time and subsistence will not be recoverable from the Commission unless previously agreed in writing by the Commission. Any invoices issued by the Framework Member pursuant to this Call-Off Contract must be sent to the relevant contact point, who for the purposes of this Call-Off Contract will be [INSERT RELEVANT LEGAL TEAM MEMBER EMAIL ADDRESS].

5. The Framework Member 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. The Framework Member 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 Framework Member acknowledges that the Commission'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 Framework Member will inform the Commission immediately of any previously undisclosed actual or potential Conflict of Interest or Bias that arises for the Framework Member in respect of the Services.
6. With effect from the date of this Call-Off Contract, the Framework Member will, at its sole cost and expense, effect and maintain for the benefit of the Commission 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 the Commission to cover its Liabilities that may arise under or in connection with the Call-Off Contract including, without limitation:
 - (a) public liability insurance with €6.5 ml limit for any one claim or series of claims arising out of a single occurrence, per insurance year

(b) employer's liability insurance with €12.7 ml limit for any one claim or series of claims arising out of a single occurrence, per insurance year

(c) professional indemnity insurance:

- Lot 2: each will require professional indemnity insurance with minimum cover of euro €5,000,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement).
- Lots 1 and 3 will require professional indemnity insurance with minimum cover of euro €1,500,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement).

(d) Cyber liability insurance: €1.0ml for any one claim or series of claims arising out of a single occurrence, per insurance year.

If the Framework Member is a consortium, each member of the consortium 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.

7. The Framework Member 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 Framework Member pursuant to an express request in writing made by the Commission's contact person (as identified in Schedule 2, Part 1 of the Framework Agreement). The identity of the Commission's contact person may change from time to time. Any such change will be notified in writing by the Commission to the Framework Member. The fees applicable in respect of any Additional Services shall be calculated by reference to the hourly rates set out in Appendix 2.

APPENDIX 1

The Services

PART A: THE SERVICES

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

*Delete as appropriate

[Lot 1: Competition law legal services

This lot encompasses the provision of legal services as follows:

(a) Litigation support services

The CCPC envisages that the scope of Services required from the successful Tenderer may include the provision of litigation support services in relation to the following issues that may arise in the context of civil/administrative related litigation, merger-related litigation and/or criminal litigation:

- Any potential appeals by notifying parties against a merger determination by the CCPC brought under section 24 of the 2002 Act;
- Any potential applications brought by the CCPC under section 14A 2002 Act;
- Any potential applications brought by the CCPC to the court for confirmation of any administrative decisions made by the Chief Adjudication Officer under the 2022 Act ;
- Any potential appeals against any administrative decisions made by the Chief Adjudication Officer under the 2022 Act;
- Any potential proceedings brought against the CCPC by a party to a competition investigation by the CCPC;
- Any potential judicial review proceedings brought against the CCPC in respect of its competition enforcement and merger review functions;
- Advise on anticipated legal challenges that may arise from searches carried out by the Cartels division under section 37 of the Competition and Consumer Protection Act 2014 (the “2014 Act”);
- Assist with any applications to the High Court under section 33 of the 2014 Act in relation to the seizure of potentially privileged legal material on foot of searches carried out by the CCPC;
- Assist with privacy claims relating to on-going criminal investigations.

This list is illustrative only and not exhaustive. The Services required will most likely relate to proceedings in the High Court, and specifically in the Competition List, but there may also be a requirement for assistance with any potential Court of Appeal, Supreme Court or judicial review proceedings that arise.

The scope of litigation support services required under the proposed Services Contract may include: advising on litigation strategy and issues of competition law, the preparation of court documents (e.g. notices of motion, draft orders, affidavits, pleadings), acting as the CCPC’s solicitor on record in any competition law proceedings; managing correspondence with the High Court Central Office; managing correspondence with other parties involved in the litigation; administrative tasks such as production, filing and service of any court papers as required; attendance at court; liaising with counsel and managing any other issues that may arise in relation to such litigation.

(b) Legal advice and consultancy services on competition law investigations

The CCPC envisages that the scope of Services required from the successful Tenderer may include the provision of legal advice and consultancy services in relation to competition enforcement investigations, including but not limited to:

- Advise on legal professional privilege (“LPP”) claims relating to Requests for Information (“RFIs”) issued to parties during investigations and advise on RFIs more generally ;
- Advise on issues of legal professional privilege and applications to the High Court under section 33 of the Competition and Consumer Protection Act 2014
- Advise on post-search issues such as search warrant challenges and privacy claims.
- Draft correspondence on behalf of the CCPC.
- Advise on on-going civil competition investigations;
- Advise on novel administrative investigations including developing CCPC policies and precedents;
- Advise on legislative matters and developing case law relating to enforcement and merger control;
- Advise on the use of the CCPC’s new powers under the 2022 Act relating to investigations (e.g. sealing powers, surveillance etc.);
- Advise the CCPC on request to assist other National Competition Authorities with competition enforcement and merger control in Ireland pursuant to Article 22 of Regulation 1/2003;
- Draft and interpret CCPC policy documents.
- Provide substantive legal advice to the CCPC on EU or Irish competition law as part of the proposed Services Contract.
- Assist with any other work being completed by the Competition Unit, in particular that relating to the enforcement of competition law.]*

[Lot 2: Data Protection and Digital law legal services

The matters on which legal advice may be sought include:

- Statutory Interpretation;
- Cross-border issues and Irish law;
- Internal and external guidance;
- Cooperation agreements and/or data sharing agreements with other public bodies;
- Advice on investigations including the use of requests for information
- Administrative financial sanctions procedure and decision-making
- Issues relating to the imposition and collection of a levy fee.

The matters on which advice and support on litigation may be sought include references to the High Court in respect of administrative financial sanctions for decision confirmations, appeals or appeals on a point of law; judicial review of any part of the imposition of a levy, investigative and/or enforcement process and debt collections services. This may include advice on letters before action, procedural issues (standing, timing, process), substantive issues (merits, litigation strategy) and acting as the CCPC’s solicitor on record in any proceedings and managing the litigation process in close consultation/coordination with the CCPC Legal Team.

The CCPC also seek legal services support on data protection issues affecting the organisation. This includes advice and assistance on issues such as:

- Compliance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and Directive (EU) 2016/680 and compliance with all national legislation transposing the GDPR into Irish law;
- Ensuring that the CCPC is “GDPR compliant” as regards any of its data protection policies, procedures and practices;

- Where required, reviewing and updating the CCPC's privacy notices to ensure that they are compliant with data protection law;
- On policies, procedures, templates, notices or contractual provisions adopted by the CCPC relating to data protection;
- Existing records management policies and procedures to ensure compliance with data protection law;
- On matters relating to data retention/destruction, data subject access requests, requests for rectification, requests for erasure and data transfers;
- On the exercise of a data subject rights under Article 15 to 21 of the GDPR;
- On the data protection aspects related to the use of Artificial Intelligence (AI), including assessment of data protection-related risks stemming from the use of specific AI technologies or applications;
- On data sharing agreements with or data transfers to other public bodies including the application of the Data Sharing and Governance Act 2019; and
- Any appeals to the Data Protection Commission.]*

[Lot 3: General litigation not falling within Lots 1 or 2

The CCPC has a broad remit which also covers consumer protection, product safety and various corporate responsibilities (e.g. data protection, procurement, freedom of information etc). As a public body, its decision-making may be subject to challenge by way of judicial review.

The matters upon which advice may be sought include letters before action, procedural issues (standing, timing, process), substantive issues (merits, litigation strategy) and acting as the CCPC's solicitor on record in any proceedings and managing the litigation process in close consultation/coordination with the CCPC Legal Team.]*

PART B: POSSIBLE ADDITIONAL SERVICES

The Framework Member 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 Framework Member pursuant to an express request in writing made by the Commission's designated contact person (as identified in Schedule 2, Part 1 of the Framework Agreement). The identity of the Commission's contact person may change from time to time. Any such change will be notified in writing by the Commission to the Framework Member. 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 hourly rates set out in Appendix 2.

PART C: ASSISTANCE IN THE EVENT OF LEGAL CHALLENGE

The Framework Member agrees that, if requested to do so by the Commission, it will assist the Commission in the event of legal proceedings being instituted against the Commission in connection with the Services. The Framework Member agrees to render to the Commission 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 hourly rates set out in 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.

APPENDIX 2

Fees and Framework Member's Personnel

1. Fees

Framework Member's Personnel	Hourly Rate (excl. VAT) Euro (€)
[INSERT NAMES OF INDIVIDUALS]	[INSERT HOURLY RATES FOR EACH]

The maximum sum payable by the Commission in respect of expenses, for this Call-Off Contract, incurred by the Framework Member in the delivery of the Services shall be [TO BE INSERTED].

2. Framework Member's Personnel

The Framework Member's Personnel shall be as set out in the following table:

Framework Member's Personnel	Contract-Specific Role	Grade
[INSERT NAMES]	[INSERT TITLE OF ROLE]	[INSERT GRADE]

The Framework Member may not replace or add any members to the aforementioned Framework Member's Personnel without the prior written consent of the Commission. If the Framework Member wishes to replace or add a member to the aforementioned Framework Member's Personnel, it shall submit a request in writing to the Commission identifying the name and proposed role of each proposed new team member, which person must be a member of the Key Personnel.

APPENDIX 3

Conflicts of Interest and Bias

The only actual or potential Conflict of Interest or Bias which the Framework Member or the Framework Member'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 Framework Member 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 the Commission's rights, as set out in the Framework Agreement and in this Call-Off Contract, remain reserved):

APPENDIX 4

Call-Off Contract Documents

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

1. [The Request for Mini-Tenders]
2. [The Proposal]

[In the event of any conflict between the Request for Mini-Tenders and the Proposal, the Request for Mini-Tenders shall take precedence]

[To be amended as appropriate]

Authorised Signatories
Signed for and on behalf of the Competition and
Consumer Protection Commission

By:

(Signature)

Name:

Title:

Date: _____ [■]

By:

(Signature)

Name:

Title:

Date: _____ [■]

Authorised Signatory

Signed for and on behalf of the Framework Member

By:

(Signature) _____

Name:

Title:

Date: _____ [■]

Duly authorised on behalf of the Framework Member

in the presence of:

SCHEDULE 5

Request for Mini-Competition

INVITATION TO PARTICIPATE

To: [INSERT NAME OF FRAMEWORK MEMBERS]

Lot: [INSERT RELEVANT LOT]

Date: [INSERT Request for Mini-Tenders ISSUE DATE]

Project Title:

Project Ref: T0....

Further to your appointment under the Framework Agreement for the provision of [INSERT] to Competition and Consumer Protection Commission ("**the Commission**"), please note that this correspondence represents an Invitation to Participate in a Mini-Competition ("**Request for Mini-Tenders**") in accordance with the Framework Agreement. Defined terms in this Request for Mini-Tenders have the same meaning given to them in the Framework Agreement.

The terms of Proposals must remain open for at least three (3) calendar months from the deadline for receipt of Proposals. 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 the proposed Call-Off Contract shall include the following [INSERT TERMS OF REFERENCE].

2. Requirements of the Commission

Insurance: The successful Framework Member will be required, at a minimum, to take out and maintain at its sole cost and expense for the benefit of the Commission 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 following minimum insurance levels:

- [INSERT INSURANCE REQUIREMENTS]

Mini-Tender Participants must initially declare that they are in a position to take out and maintain such insurance by submitting the Declaration “**Request for Mini-Tenders Acceptance Certificate**” below. 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.

Acceptance Certificate: All Mini-Tender Participants must complete the attached Request for Mini-Tenders Acceptance Certificate and return it with their Proposal.

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. Key Personnel

The Commission requires that the Services under the Call-Off Contract are completed by the Key Personnel. Should the Framework Member wish to modify the composition of the Key Personnel, The Key Personnel can only be modified in accordance with Clause 0 of the Framework Agreement.

Please include an up-to-date CV for each member of the Key Personnel, which you propose to use for delivery of the Services. This should include a description of their applicability to this project/ the award criteria.

Please note that the performance of the Services outlined in this Request for Mini-Tenders shall be in accordance with the terms and conditions of the Framework Agreement and the relevant Call-Off Contract.

4. The Proposal

Framework Members must submit a Proposal 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]

6. Deadline for receipt of queries: [INSERT TIME AND DATE]

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

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

Where appropriate, queries may be amalgamated.

7. Deadline for receipt of Proposals: [INSERT TIME AND DATE]

E-Tender application (which is the “MASTER Tender Application”) must be submitted as one document to the Commission by [email or Proposal Box RFT in www.etenders.gov.ie]

8. Indicative Timelines for this Project:

Event	Date and time*
Issue of Request for Mini-Tenders	[INSERT DATE]
Closing date for receipt of queries	[INSERT TIME AND DATE]

Event	Date and time*
Closing date for submission of any changes regarding Framework Member's Key Personnel	[INSERT TIME AND DATE]
Deadline for receipt of Proposals, (PDF) to the Commission's email or Proposal Box RFT on www.etenders.gov.ie The e-tender application is the Master tender application	[INSERT TIME AND DATE]
Completion of evaluation of Proposals against award criteria and communication of results of evaluation to Mini-Tender Participants	[INSERT DATE]
Signing of Call-Off Contract	[INSERT DATE]
Successful Mini-Tender Participant commences work	[INSERT DATE]
Provision of Service	[INSERT TIME LINES]

**All times are Irish time*

REQUEST FOR MINI-COMPETITION ACCEPTANCE CERTIFICATE¹

1. I hereby agree and declare for and on behalf of the Framework Member entity identified below that:
 - (a) 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 Proposal; and
 - (b) 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.

2. In addition, I hereby agree and declare for and on behalf of the Framework Member entity identified below that:
 - (a) such entity fully, unconditionally and irrevocably accepts the terms and conditions of the Framework Agreement, Request for Mini-Tenders and Call-Off Contract and is fully and legally bound thereby;
 - (b) to the best of its knowledge, the information submitted in the Proposal, and the documentation submitted with it, are correct and accurate and not misleading in any respect and all relevant information has been disclosed;
 - (c) any registerable interest (as defined in section 2 of the Ethics in Public Office Acts 1995 and 2001) involving the Framework Member and the Commission (or their relatives) has been fully disclosed; and
 - (d) the contents of the Proposal are legally binding on the Framework Member;
 - (e) 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: _____

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

Name: _____

Position (Job Title): _____

Framework Member: _____

Date: _____

Witness Name: _____

SCHEDULE 6

PROJECT PLAN

Where the Commission requires a Project Plan:

- A. The Framework Member will within one (1) week of being required by the Commission (and having first of all included the Commission's requirements as regards the Services) furnish a high quality, accurate and complete Project Plan which is consistent with the Services, Request for Mini-Tenders, Service Standards and Proposal.
- B. If, after the Project Plan has been agreed, any inconsistency or gap is found between it and the Services, Request for Mini-Tenders, Service Standards or the Proposal, the Framework Member will promptly rectify this at no additional charge and to the Commission's satisfaction.
- C. The Commission may approve, or request amendment to, the Project Plan and the Framework Member will incorporate these reasonable changes. The Commission may terminate the Call-Off Contract if the Project Plan is not approved by the Commission.

The Framework Member will successfully deliver the deliverables as set out to the Commission, and successfully complete each stage, to the Commission's satisfaction in accordance with the milestones and dates set out in the Project Plan.

SCHEDULE 7

SERVICE STANDARDS

The following service standards will apply to the provision of Services:

1. Telephone messages will be returned as soon as possible, but certainly within the same day. Telephone messages left after 5:00pm will be returned no later than noon the following Working Day. The Framework Member will ensure that if the solicitor assigned to the Services cannot return the call personally, his/her secretary or assistant will do so, even if only to inform the Commission that they are unavailable and to give a time when the Commission can expect a call back.
2. All e-mail correspondence shall be responded to within 24 hours, even if only to acknowledge receipt. If the Framework Member is not in a position to answer any queries raised by the e-mail within that 24 hour period, the acknowledgement will contain a date by which a detailed response to the queries raised will be sent.
3. The Framework Member will ensure that voicemail and e-mail will have recorded greetings activated when the solicitor who is dealing with the Commission is not available and where necessary will provide contact details of a party within the firm to whom the message can be directed in cases of urgency.
4. The Framework Member will ensure that if a solicitor acting for the Commission knows in advance that they are going to be out of the office for more than three consecutive working days, they will, where possible, advise the Commission of their absence at least five working days ahead of their departure from the office and provide contact details of the solicitor who will be covering the matter during any absence.
5. All correspondence in relation to the Commission's matters will be handled promptly upon receipt.
6. All charges and expenses will be explained in detail as early as possible. The Commission will be fully and continuously briefed on all unanticipated charges or budget overages.
7. Finalised and agreed bills will be sent in a timely manner.
8. The Framework Member will ensure that any solicitor working on a matter of the Commission will act pro-actively in the best interests of the Commission.
9. The Framework Member will keep the Commission informed of seminars, preventive initiatives, and other educational programmes and know-how it is offering which might be of benefit to the Commission.

SCHEDULE 8

SERVICES

1. While The Commission has used its best endeavours to outline the scope of services (as set out in the table below) the service requirement may be revised in the future to include services similar in nature to the existing services. Services have been divided into three lots.
2. The Commission envisages that the following services will be provided for each lot.

Lots	Description
Lot 1: Competition Law Legal Services (Up to a panel of four providers)	(i) Full civil litigation support services relating to the Contract Authority's competition enforcement and merger review functions, including, litigation support and legal advice on issues that arise in the course of such litigation. (ii) Legal advice and consultancy services on investigations to support the Contracting Authority in managing demand for legal services related to competition enforcement
Lot 2: Data Protection and Digital Law Legal Services (up to a panel of four providers)	Full legal advice and litigation support services relating to the Contracting Authority's data protection and digital functions: (i) Legal advice and litigation services relating to the Contracting Authority's data and digital remit – including GDPR, Data Protection Act 2018, the Data Sharing and Governance Act 2019, the Digital Services Act 2024 and European Union (Data Governance Act) (No. 2) Regulations 2024; and (ii) legal advice and support on any appeals to the Data Protection Commission; and (iii) litigation support and legal advice on litigation relating to judicial reviews of those functions.
Lot 3: General Litigation not falling within Lots 1 or 2 (up to a panel of four providers)	Full litigation support services relating to the judicial review of any CCPC activity not covered in Lots 1 and 2.

3. Lot 1 “Competition Law Legal Services” consists of full civil litigation support services relating to the Contracting Authority’s competition enforcement and merger review functions including litigation support and legal advice on issues that arise in the course of such litigation. The successful Tenderer will provide professional legal support services to the Contracting Authority when the Contracting Authority initiates legal proceedings/applies to court under the Competition Act 2002, as amended (The 2002 Act) and the Competition and Consumer Protection Act 2014 (the 2014 Act).
4. Lot 2 “Data Protection and Digital Law Legal Services” consists of full Legal advice and litigation support services relating to the Contracting Authority’s data protection and digital functions: (i) Legal advice and litigation services relating to the Contracting Authority’s data and digital remit – including GDPR, Data Protection Act 2018, the Data Sharing and Governance Act 2019, the Digital Services Act 2024 and European Union (Data Governance Act) (No2) Regulations 2024. It also consists of Legal advice and support on any appeals to the Data Protection Commission and Litigation support and legal advice on litigation relating to judicial reviews of those functions.
5. Lot 3 “General Litigation not falling without Lots 1 and 2” consists of full litigation support services relating to the judicial review of any CCPC activity not covered in Lots 1 and 2.