(1) **DIGITAL MANUFACTURING IRELAND**
(THE "LDA")

(2) **[INSERT NAME]**
(THE "FRAMEWORK MEMBER")

FRAMEWORK AGREEMENT

FOR THE PROVISION OF [INSERT][1]

[LOT NUMBER AND LOT TITLE][2]

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[1] **Internal note:** to be completed.
[2] **Internal note:** to be completed.

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

BETWEEN

(1) **DIGITAL MANUFACTURING IRELAND**, having its registered office at the **National Technology Park, Castletroy, Limerick, Ireland V94 237R** ("**DMI**") which expression includes its successors and assigns; and

(2) **([INSERT NAME OF FRAMEWORK MEMBER][3],** a [limited liability partnership/partnership][4] (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. By Request for Tender ("**RFT**") as advertised on [insert date], DMI undertook a competitive tendering process, the objective of which was to establish a multi-party framework for the provision of the Services (as defined below).

B. The Framework Member is engaged in the business of providing the Services and submitted a Tender in response to the RFT (the "**Tender Submission**"). Following an assessment and evaluate on of the Framework Member's Tender Submission, DMI has selected the Framework Member to be a party to this multi-party framework together with a number of other legal suppliers (each a "**Framework Participant**").

C. DMI may instruct the Framework Member to perform Services in accordance with the terms and conditions of this Framework Agreement and any applicable Call–Off Contract.

NOW IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

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

"Applicable Law"	means any law applicable in the State and includes without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation.
"Background Intellectual Property"	means any and all Intellectual Property that is owned by or licensed to either Party and which are or have been developed independently of this Framework Agreement, the Services and Deliverables (whether prior to or after the date of this Framework Agreement).
"Best Industry Practice"	means, at any and all times, the exercise of that degree of skill, diligence, prudence, professionalism, care, attention, understanding and foresight which would reasonably be expected from a leading expert (complying with its contractual obligations and Applicable Laws) in the provision of services, works, duties, functions, responsibilities and activities of a similar scope,

[3] **Internal note:** to be completed.
[4] **Internal note:** to be completed.

	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 Contract"	means a contract entered into with a Framework Member pursuant to the Framework Agreement in the form set out at Schedule 5.
"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 DMI, 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 DMI which is disclosed before or after the date hereof by DMI 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 DMI and any other matters relating to DMI, 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 DMI, or the advisers or consultants to or agents or representatives of DMI. 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 DMI, 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 Key Personnel 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 DMI) create the reasonable perception that the independence of the Framework Member or the Key Personnel in the performance of the Services might be so compromised.

(iii) A contract (whether oral or written) with any person regulated by DMI or potentially affected by any decisions of DMI or which represent any persons regulated or potentially affected by decisions of DMI.

(iv) A position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by DMI or potentially affected by any decisions of DMI or which represent any persons regulated or potentially affected by decisions of DMI.

(v) Where a Framework Member or any of the Key Personnel 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 DMI which are in any way connected with the Services, in circumstances where the firm was privy to confidential information that would give, or might reasonably be perceived to give, the Framework Member (and by extension DMI) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by DMI.

(vi) Any conflict of interest which has been disclosed or is disclosable by the Framework Member to DMI a perception of a 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) ("**DPAs**"), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulation 2011 (S.I. No. 336 of 2011) and the EU General Data Protection Regulation (Regulation EU/2016/679) ("**GDPR**") and any successor or further implementing legislation relating to the same and any other national legislation enacted further to and/or to supplement the GDPR and any subsequent legislation that relates to Personal Data (where "Personal Data" has the same meaning as in the GDPR) and any codes of conduct or guidance issued by the Data Protection Commission.

"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.

"Fees" means the fees payable by DMI 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,

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

"Framework Agreement" means this agreement and its Schedules.

"Framework Participants" means the list of firms or companies on the Framework set out in the contract award notice and shall include the Framework Member and "Framework Participant" means any one of them.

"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.

"Hourly Rates" means the hourly rates included in the Tender submitted by the Framework Member and as set out in Schedule 2 (or such lower rates if tendered under this Framework Agreement).

"Index" means the Consumer Price Index as published by the Central Statistics Office.

"Indexation Date" means the first anniversary of the Commencement Date and every anniversary thereafter for the Term.

"Insolvent" means if the Framework Member 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 DMI), 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.
"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.
"Mini-Competition"	means a competition between the Framework Participants conducted in accordance with Clause 4.
"Model"	means any model or models (or equivalent) to be provided and/or used by the Framework Member in the performance of the Services.
"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.
"Proposal"	means the proposal submitted by the Framework Member to DMI in response to a Request for Mini-Tenders.
"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 4 and any related documents issued by DMI in respect of the Services.
"RFT"	means the Request for Tenders and any related documents or clarifications issued by DMI in respect of the Framework Agreement.

"Service Standards"	means the service standards set out in Schedule 1 Part B.
"Services"	means the services as described in Schedule 1 Part A and as may be more particularly described in a Call-Off Contract, which shall, subject to Clause 4, be performed by the Framework Member in accordance with the provisions of the Framework Agreement and Call-Off Contract.
"Tender"	means the tender submitted by the Framework Member to DMI in response to the RFT.
"Term"	has the meaning given to that term under Clause 3 of this Framework Agreement.
"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:

1.2.9.1 this Framework Agreement;
1.2.9.2 the Call-Off Contract;
1.2.9.3 the Request for Mini-Tenders;
1.2.9.4 the Proposal;
1.2.9.5 the RFT;
1.2.9.6 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 In consideration for payment by DMI of the sum of €1 and for other good and valuable consideration to the Framework Member (receipt of which is hereby acknowledged by the Framework Member) and subject to the terms and conditions set out in this Framework Agreement, DMI hereby appoints the Framework Member on a non-exclusive basis to provide the Services, if instructed to do so from time to time pursuant to Clause 4, and the Framework Member hereby accepts such appointment, in each case upon the terms and subject to the conditions of this Framework Agreement.

2.2 The appointment of the Framework Member does not constitute a commitment or guarantee by DMI to procure any Services from the Framework Member. The Services shall only be procured from the Framework Member in accordance with Clause 4. The Framework Member hereby acknowledges that it has been appointed on a non-exclusive basis and that DMI shall be free at any time to engage third parties to supply the Services.

2.3 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 DMI 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.

3.2 DMI reserves the right to extend the Term for a period of up to twenty-four (24) months with a maximum of one such extension on the same terms and conditions, subject to its obligations at law.

4 AWARD OF CALL-OFF CONTRACTS

4.1 As and when requirements for the Services arise, DMI may award Call-Off Contracts as follows:

4.1.1 Not used.

4.1.2 by way of a Mini-Competition conducted in accordance with the requirements of Clause 4.4 in circumstances where the value of the required Services is estimated as being greater than €[●][5] or where DMI decides in an absolute discretion that a Mini-Competition is the most appropriate manner to procure the required Services, having regard to the timing of advice, Conflicts of Interest, availability of resources or such other matters as it considers relevant; and

4.1.3 directly to a Framework Participant where DMI determines:

4.1.3.1 that the Framework Participant is the most appropriate supplier to perform the required Services based upon its Tender;

4.1.3.2 that the Services constitute the repetition of services previously performed by the Framework Participant for DMI, or additional services arising from related advice or related services previously performed;

4.1.3.3 that the Framework Participant is the most appropriate member of the Framework that has the required specialised or proprietary expertise to carry out the Services;

4.1.3.4 that the Framework Participant is the most appropriate member of the Framework that has immediate availability to deliver the Services which are of time-critical urgency; or

4.1.3.5 that the Framework Participant is the most appropriate member of the Framework that has the required internal resource or headcount availability necessary to carry out the Services.

4.2 DMI is not obliged to award any Call-Off Contract under this Framework Agreement to the Framework Member and may procure the Services in other ways.

4.3 Not Used.

4.3.1 .

4.4 Where pursuant to Clause 4.1.2, DMI issues a Request for Mini-Tenders to the Framework Participants the following provisions shall apply:

4.4.1 if the Framework Member wishes to be considered for a Call-Off Contract in respect of the Services, the Framework Member must submit a Proposal within the timeframe specified by DMI;

4.4.2 if, on receipt of the Proposal, DMI elects to continue with the Mini-Competition process, it is envisaged that a successful or preferred Framework Participant will be selected from the Proposals which comply with the Request for Mini-Tenders on the basis of the most economically advantageous tender;

4.4.3 the most economically advantageous tender will be evaluated based on the award criteria that applied in the RFT for the award of this Framework Agreement. DMI

[5] **Internal note:** Insert relevant value threshold.

reserves the right to vary the weightings applicable to such award criteria. The applicable award criteria and weightings will be set out in the Request for Mini-Tenders;

4.4.4 the Framework Member must observe the requirements of Clause 10.3 in respect of the prices that may be submitted by the Framework Member in response to a Request for Mini-Tenders;

4.4.5 DMI reserves the right to award a Call-Off Contract without any further reference to or communication with any of the Framework Participants;

4.4.6 notwithstanding the foregoing provisions of Clause 4.1, the Framework Member acknowledges and agrees that DMI reserves the right not to award a Call-Off Contract and to terminate, in its absolute discretion, the Mini-Competition award procedure at any time;

4.4.7 for the avoidance of doubt, Call-Off Contracts awarded during the Term of this Framework Agreement may be for Services in respect of which the expected completion date is after the expiry of the Term; and

4.4.8 DMI will not be liable to the Framework Member for any costs or expenses incurred by it in complying with the Request for Mini-Tenders, regardless of the outcome, including abandonment of a Request for Mini- Tenders procedure.

5 CALL-OFF CONTRACTS

5.1 Subject to Clauses 4.3 and 4.4 above, DMI may award a Call-Off Contract to a Framework Participant by issuing a Call-Off Contract to the Framework Participant in substantially the form set out in Schedule 5 which will form part of this Framework Agreement.

5.2 The award of any Call-Off Contract shall be subject to the satisfaction by the Framework Member of the following conditions precedent:

5.2.1 confirmation that the insurances required for the Call-Off Contract are in place; and

5.2.2 if the Framework Member is an Irish company, it supplies its tax clearance access number and tax reference number to facilitate online verification of its tax Status by DMI. By supplying these numbers the Framework Member acknowledges and agrees that DMI has the permission of the Framework Member to verify its tax cleared position. If the Framework Member is not an Irish company, it provides a statement of suitably issued by the Irish Revenue Commissioners.

5.3 The issue of a by Call-Off Contract by DMI pursuant to Clause 4.3 and 4.4 constitutes an offer by DMI to purchase the Services subject to the term of this Framework Agreement.

5.4 Following receipt of a Call-Off Contract, the Framework Member shall promptly and in any event within a reasonable time determined by DMI (which shall not exceed [five (5)][6] Working Days) arrange for an authorised representative to sign and return the Call-Off Contract to DMI along with evidence that the conditions precedent as set out at Clause 5.2 are met.

5.5 The specifics of each individual Call-Off Contract awarded under this Clause 5 shall be recorded in the Call-Off Contract. Each Call-Off Contract shall constitute a separate contract for the Services and

[6] **Internal note:** to be completed.

default by DMI 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; Price; timing or schedule for provision of the Services; and such other terms and conditions as the successful Framework Participant and DMI may agree in respect of the Services.

5.6 Upon execution of the Call-Off Contract by both DMI 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.

5.7 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 DMI.

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

5.9 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 MATERIAL CHANGE

6.1 DMI may at any time review the technical, economic and financial capacity of the Framework Member to perform the Services. DMI may also from time to time request the Framework Member to provide confirmation that no material change in the technical, economic or financial capacity of the Framework Member has occurred.

6.2 If a material change has occurred reducing the technical, economic or financial capacity of the Framework Member below which was deemed appropriate or relied upon to be admitted to the Framework, DMI. may at its sole discretion remove the Framework Member from the Framework.

7 SERVICES

7.1 This Framework Agreement governs the overall relationship between DMI 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 in particular the Service Standards. DMI is entitled, but not required, at any time during the Term to procure Services under the procedures set out in Clause 4.

7.2 In respect of Services 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 service provider regularly undertaking services of the type provided. The Framework Member will carry out the Services with the necessary resources and in reasonable time.

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

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

7.5 The Framework Member shall comply with all lawful and reasonable requests of DMI.

7.6 DMI may appoint one or more Framework Participants to perform the Services. The Framework Member must co-operate and liaise with such other Framework Participants as reasonably required by DMI.

7.7 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.

7.8 In instances where barrister services are required, the Framework Member must seek prior approval from DMI both in respect of the chosen barrister and barrister fees.

8 KEY PERSONNEL

8.1 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 the Key Personnel will be made without the prior consent of DMI.

8.2 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 DMI, provide a replacement member whose qualifications and experience are to the satisfaction of DMI and correspond as closely as practicable to the qualifications of that person whom they are required to replace.

8.3 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 DMI. Following notification by DMI, the Framework Member will provide a replacement member whose qualifications and experience are to the satisfaction of DMI (acting reasonably).

8.4 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 providing the Services.

9 CONFIRMATIONS, WARRANTIES & REPRESENTATIONS

9.1 The Framework Member acknowledges and agrees that DMI 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.

9.2 The Framework Member under this Framework Agreement represents and warrants to DMI that:

9.2.1 it has all the necessary power and authority to execute, deliver and perform its obligations under this Framework Agreement and any Call-Off Contract;

9.2.2 each of the obligations of the Framework Member under this Framework Agreement constitute legally binding obligations on it;

9.2.3 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;

9.2.4 if awarded a Call-Off Contract, the Services will be provided by relevant Key Personnel and appropriately experienced, qualified and trained personnel and that the Services shall be rendered with all due skill, care and diligence;

9.2.5 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;

9.2.6 the representations, statements and warranties contained in the Tender are true, valid, correct, complete and accurate and are not misleading;

9.2.7 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;

9.2.8 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;

9.2.9 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect its business or operations;

9.2.10 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 DMI to enter into this Framework Agreement with the Framework Member;

9.2.11 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;

9.2.12 any registerable interest involving the Framework Member, DMI, or employees of DMI, or their relatives, has been fully disclosed in writing to DMI prior to the date of this Framework Agreement;

9.2.13 it has not offered, given or agreed to give any officer or employee of DMI 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;

9.2.14 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 DMI;

9.2.15 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;

9.2.16 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

9.2.17 it shall not and shall procure that its officers, agents, servants or employees shall not:

9.2.17.1 knowingly do anything directly or indirectly prejudicial to the interests of DMI or to the contractual relationship of DMI with any third parties or which shall adversely affect the services, duties and obligations of the Framework Member hereunder;

9.2.17.2 in any way pledge the credit of DMI; or

9.2.17.3 make any representation or give any warranty on behalf of DMI nor hold itself out as the agent thereof in any way, save in pursuance of its duties under this Framework Agreement.

9.3 Without limiting the generality of Clause 9.2, 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 DMI forthwith in writing of any Conflict of Interest or potential Conflict of Interest that may arise in the provision of the Services.

9.4 The Framework Member shall immediately and fully disclose in writing any change in events or circumstances which in any way relates to or is connected with any of the warranties and confirmations given in this Clause 9.

9.5 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 DMI at any time within that period in hard copy or electronic form in a format specified by DMI.

10 FEES AND PAYMENT

10.1 In consideration of the provision of the Services in accordance with this Framework Agreement and any Call-Off Contract, DMI shall pay to the Framework Member the Fees for the amounts and at the times set out in the relevant Call-Off Contract. The Fees are inclusive of all insurances, overheads and other costs and 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 DMI at the rate and in the manner for the time being prescribed by Irish law.

10.2 The Framework Member may be entitled to claim payment from DMI 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 DMI.

10.3 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. In the event of a Mini-Competition, Hourly Rates shall never exceed those set in accordance with this Framework Agreement.

10.4 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 DMI). 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. This shall be shared on a monthly basis with DMI for Services delivered in relation to each Call-Off Contract as part of the monthly report referenced below at clause 10.7. This is to facilitate DMI's reporting and financial protocols. DMI 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.

10.5 DMI may at any time at its sole discretion, reduce the scope or remove certain elements of the Services. DMI shall notify the Framework Member of such reduction or removal prior to the Framework Member commencing such Services. DMI may reduce the Fee to reflect the revised scope of Services.

10.6 The Framework Member may not demand compensation in respect of any reduction or removal of Services unless otherwise agreed in writing by DMI.

10.7 The Framework Member agrees to centralise billing matters under the supervision of the nominated relationship partner and to work co-operatively with LDA in respect of billing matters, in accordance with the protocol required by LDA from time to time. At the Commencement Date of this Framework Agreement, the protocol is that Framework member shall provide by the 5th day of each month (and for this purpose month-end is the last day of the calendar month)

10.7.1 one monthly report, to include all open matters with itemised details of all Services undertaken, the applicable rates and the dates and identities of the personnel who carried out such Services, in the format required by LDA, from the time to time

10.7.2 one cash held report include all monies held in LDA client accounts, and setting out what monies shall be returned to DMI, if any

10.7.3 any proposed draft invoices with timesheets.

10.8 The Framework Member shall not issue a final invoice to DMI, without prior approval from DMI. Prior to final invoices being issued and deemed valid and approved by LDA, each draft invoice requires:

10.8.1 approval from LDA Legal;

10.8.2 the Purchase Order Number which has been provided by LDA Legal; and

10.8.3 LDA Property Project Code Number (where applicable).

10.9 When requested by DMI, its internal auditors, external auditors, statutory auditors or by the Office of the Comptroller and Auditor General, the Framework Member shall promptly return completed requests for information in the form requested. The Framework Member shall ensure that the information returned in response to such requests are accurate and aligns with the information already provided to DMI as part of the monthly reporting cycle.

10.10 DMI 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 DMI disputes any portion of an invoice, in which case DMI 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 to the designated email address, as notified to the Framework Member by LDA from time to time.

10.11 Invoices with respect to any Fees additional to those out in the relevant Call-Off Contract shall not be submitted to DMI unless DMI has provided prior written approval.

10.12 Unless expressly stated otherwise in the Call-Off Contact, the Framework Member shall issue an invoice to DMI upon completion of the Services described in the Call-Off Contract, or upon completion of milestones, which have been agreed in advance between the Parties.

10.13 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 DMI or be entitled to any fee, salary, pension, bonus, or other fringe benefits from DMI 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 DMI 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.

10.14 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 DMI 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 DMI 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 DMI on an annual basis and at such other times as may be required by DMI. The Framework Member will inform DMI immediately if it ceases to possess a valid and current tax clearance certificate.

10.15 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 DMI of a statement from the Irish Revenue Commissioners as to their suitability on tax grounds to be awarded this Contract.

10.16 If DMI is not satisfied with the standard of any part of the work carried out by the Framework Member under any Call-Off Contract and requires the Framework Member to rectify any defective work, such remedial work as may be required shall be carried out by the Framework Member at its own expense and it shall not be entitled to any Fees in respect of such remedial work.

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

10.18 The Framework Member is solely responsible:

10.18.1 for all tax Liabilities in respect of the expenses and Fees paid by DMI to the Framework Member under any Call-Off Contract including income tax and social welfare insurance;

10.18.2 for remitting all VAT payments to the relevant authorities on the Fees and expenses paid by DMI to the Framework Member under any Call-Off Contract;

10.18.3 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;

10.18.4 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.

10.19 The Framework Member hereby irrevocably agrees to fully and effectively indemnify and hold harmless, and keep so indemnified, DMI on demand from and against any Liabilities suffered and/or incurred by or taken against DMI 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 DMI 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 Key Personnel.

10.20 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.

10.21 Where, in any case, the Framework Member is liable to make any payment to DMI under this Framework Agreement or otherwise, DMI may set off any such payments due to it against any fees due by DMI to the Framework Member.

10.22 DMI 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.

10.23 If and to the extent that the Framework Member is supplying personnel to DMI, 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.

10.24 If requested by DMI, 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.

10.25 The Framework Member shall indemnify DMI and keep DMI indemnified from and against any liability incurred by DMI (including interest and penalties) by reason of any claims or demands made by the Revenue Commissioners against DMI in respect of PAYE obligations and/or payments made by DMI 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.

11 INDEXATION

11.1 NOT USED

12 RELATIONSHIP AND CONTRACT MANAGEMENT

12.1 DMI and the Framework Member shall each appoint a representative (respectively the "**DMI Representative**" and the "**Framework Member Representative**" and the term "**Representative**" shall be construed accordingly) who shall act as primary points of contact in respect of all matters relating to this Framework Agreement. Each Party shall notify the other of any change in the identity of its Representative.

12.2 The Parties shall regularly review the provision of the Services provided under any Call-Off Contract with a view to identifying and proposing such improvements or amendments to the Services as would be benefit DMI and delivery of the Services.

12.3 The Parties may conduct progress/performance review meetings at least once every 12 months to discuss the delivery of the Services and conduct any such additional meetings if and when required by DMI.

12.4 Any material change to the Services proposed or requested will be dealt with in accordance with the Change Control Procedure set out in Schedule 6 to this Framework Agreement.

12.5 If, as a result of any performance review conducted pursuant to Clause 12.3, DMI is reasonably of the opinion that the particular Services are or were not being performed in accordance with this Framework Agreement and the relevant Call-Off Contract (or as otherwise agreed between the Parties), DMI will inform the Framework Member in writing. The Framework Member shall immediately take such steps as may be necessary to comply with its obligations within the period stipulated by DMI. Any notification under this clause shall not constitute a waiver of any term or condition of this Framework Agreement and shall be without prejudice to any of DMI's rights under this Framework Agreement or otherwise.

13 EXIT MANAGEMENT

13.1 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.

13.2 Where the relevant Call-Off Contract does not specify particular exit plan requirements:

13.2.1 the Framework Member shall provide all reasonable assistance required by DMI to transition services to an alternative service provider or to DMI itself to ensure an orderly handover of the Services; and

13.2.2 within three (3) months of the expiry or termination of the relevant Call-Off Contract, the Framework Member shall provide all data, work in progress and documentation produced as part of the Call-Off Contract to DMI.

13.3 For the avoidance of doubt, the Framework Member's obligations under this Clause 13 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, and the Framework Members shall not be entitled to additional payment under the Call-Off Contract for performance of its obligations under this Clause 13.

14 ACCESS TO INFORMATION AND AUDIT

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

14.2 DMI 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:

14.2.1 to verify the accuracy of the Fees, invoices, reimbursement and credits (including the calculation of same);

14.2.2 to review the Framework Member's compliance with and performance of its obligations under this Framework Agreement or any Call-Off Contract including but not limited to compliance with the required service levels, quality standards, and physical and cyber-security requirements; or

14.2.3 to review the Framework Member's accounts and records held and maintained in accordance with Clause 14.1.

The scope of this audit shall solely relate to the Services and the Framework Member shall provide reasonable access to all relevant personnel, records, systems and facilities and shall cooperate fully with client or its designated representatives in connect with any audit. The Framework Member and DMI shall bear its own costs and expenses in connection with any such audits. Should any such audit reveal material non-compliance, then the Framework Member shall bear the cost of taking corrective actions within defined timelines.

14.3 If, as a result of the exercise by DMI of its audit rights, DMI 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, DMI shall so inform the Framework Member and the Framework Member shall forthwith take such actions as are necessary to ensure compliance. The rights of DMI pursuant to this Clause 14.3 are independent of, and in addition to, any other rights and remedies it may have.

14.4 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.

15 CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

15.1 Subject to Clause 15.2, during the term of this Framework Agreement and at any time after the termination or expiry of this Framework Agreement the Framework Member undertakes to:

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

15.1.2 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;

15.1.3 not disclose any Confidential Information to any person except with the prior written consent of DMI or in accordance with Clause 15.2;

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

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

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

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

15.2.1 it is required by law;

15.2.2 the information has come into the public domain or into the knowledge of the Framework Member, otherwise than through a breach of this Clause 15 (or any other confidentiality agreement) with DMI by the Framework Member;

15.2.3 it is required by existing contractual obligations of which DMI is made aware prior to the Commencement Date of this Framework Agreement;

15.2.4 it is required by a regulatory or Government body in Ireland to which it is subject provided that it gives DMI as much advance notice as reasonably possible and permits DMI to make representations; or

15.2.5 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 DMI as much advance notice as reasonably possible and permits DMI to make representations.

15.3 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.

15.4 At DMI's request, the Framework Member shall provide, and shall procure that any relevant Recipient provide, satisfactory evidence that the obligations outlined at Clause 15.2 have been implemented and are being maintained to a level acceptable to DMI. This evidence shall be provided within five (5) Working Days of DMI's request.

15.5 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:

15.5.1 return to DMI 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

15.5.2 provide a signed statement to DMI certifying that all Confidential Information has either been delivered to DMI or destroyed.

15.6 The Framework Member acknowledges that DMI may be required to grant access to records held by DMI 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 DMI

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 DMI.

15.7 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. The Framework Member will comply with all LDA requirements and procedures relating to the Freedom of Information Act 2014 upon reasonable notice of the same by DMI.

15.8 Subject to this Clause 15, no public announcement concerning this Contract, the Services or any ancillary matter shall be made by the Framework Member, without the prior written consent of DMI.

15.9 For the avoidance of doubt, Clause 15.7 does not apply to a public announcement, communication or circular to be made or sent by the Framework Member, if it is required by law, or any regulatory or Government body, to which it is subject.

15.10 The Framework Member acknowledges that any Confidential Information marked by DMI or claimed as legally privileged shall be privileged and the benefit of the privilege belongs to DMI. The provision of legally privileged Confidential Information does not amount to any waiver of privilege.

15.11 This Clause (Confidential Information) survives the termination or expiration of this Contract.

16 INTELLECTUAL PROPERTY

16.1 The Framework Member (and any other third party) has no, and will not, subject to Clause 16.7 and Clause 16.8, acquire any, right, title or interest in or to the Intellectual Property of DMI 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 DMI).

16.2 DMI has no, and will not, subject to Clause 16.5, acquire any, right, title or interest in or to the Background Intellectual Property of the Framework Member or its third-party licensors.

16.3 The Framework Member hereby absolutely assigns, conveys and transfers unto DMI (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 DMI 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.

16.4 The Framework Member hereby irrevocably waives all moral rights in all the foregoing.

16.5 The Framework Member hereby grants to DMI (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 DMI) and/or for any future uses or projects to which DMI may wish to put the Deliverables. This Clause 16.5 survives the termination or expiration of this Framework Agreement. In relation to any third party software comprised in and/or forming the subject-matter of any Background Intellectual Property covered by this Clause 16.5, the licence in this Clause 16.5 shall apply to the extent

permitted by the relevant third-party licence terms and on condition that such terms are notified to DMI in advance of such third-party software being supplied and/or made available to DMI. Further, for the avoidance of doubt, DMI shall not under this Clause 16.5 undertake any commercialisation (being licensing on the commercial open market) of any software or Models forming part of the Background Intellectual Property without the Framework Member's prior written consent.

16.6 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 DMI in its own name (subject to the following sentence) and in such manner as it sees fit at its absolute discretion. DMI will use reasonable endeavours to credit the Framework Member as the original author of any Deliverable (or part of a Deliverable) which DMI publishes or which DMI cites, quotes or uses in a published report or similar document where considered appropriate by DMI (acting reasonably), except that DMI is not required to do so where DMI (acting reasonably) considers that this may be to the detriment of DMI or adverse to its interests or adverse to the intended use to which the Deliverable may be put by DMI.

16.7 Where DMI intends to publicise any Model or make it available to third parties, DMI 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 DMI shall not be required to obtain the Framework Member's consent. Where DMI 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).

16.8 DMI hereby grants the Framework Member, subject to DMI's prior written consent in any case (which consent shall not be unreasonable withheld or delayed by DMI), a revocable non-exclusive non-transferable limited licence to use DMI'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).

16.9 DMI hereby agrees to grant the Framework Member, subject to DMI's prior written consent in any case (which consent will not be unreasonably withheld or delayed by DMI) 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 DMI'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 16.9 is separate and independent of any other licence granted under it.

16.10 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. DMI may withhold or limit its consent under Clause 16.9 if DMI considers that the use to which the Foreground Intellectual Property may be put by the Framework Member may:

16.10.1 be to the detriment of DMI;

16.10.2 be adverse to its interests;

16.10.3 be adverse to the intended use to which the Foreground Intellectual Property may be put by DMI; and/or

16.10.4 result in the use, access or disclosure of Confidential Information.

16.11 A consent will only be deemed to have been given by DMI under Clause 16.9 where it is expressly stated to have been given under Clause 16.9 and the consent has been signed in pen on behalf of DMI by an authorised person.

16.12 The Framework Member agrees to respect DMI's and its third party licensors' legal and beneficial rights in and to each of their Intellectual Property and the Framework Member will not do anything (whether by act omission) that adversely affects the rights of DMI or its third party licensors in or to either of their Intellectual Property.

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

16.14 The Framework Member warrants, represents and undertakes that:

16.14.1 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

16.14.2 the normal use and possession by DMI 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 in connection with the Services and/or Deliverables does not, and will not, infringe the Intellectual Property rights of any third party.

16.15 The Framework Member hereby agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand DMI (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 DMI will take reasonable steps open to it of which it is aware to mitigate any Liabilities if, and only to the extent that, DMI 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). This indemnity survives the termination or expiration of this Framework Agreement, and any Call-Off Contract entered into under this Framework Agreement.

16.16 DMI will:

16.16.1 notify the Framework Member in writing of any claim falling within Clause 16.15 ("**IPR Claim**"); and

16.16.2 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:

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

16.16.2.2 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 DMI into disrepute;

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

16.16.2.4 the rights of the Framework Member under this paragraph 16.16.2 in relation to a particular IPR Claim may, by notice in writing from DMI, be terminated where, in DMI's reasonable opinion, the action or its continuation is likely to materially adversely affect DMI's reputation; and

16.16.2.5 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 DMI into disrepute.

16.17 The provisions under this Clause 16 will continue to apply notwithstanding the termination or expiration of this Framework Agreement for any reason and notwithstanding the completion of the performance of the Services.

16.18 In the event of any discrepancy between the Confidential Information and Announcements and this Intellectual Property Clause the former clause shall take precedence over this Intellectual Property Clause.

17 DATA PROTECTION

17.1 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.

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

17.2.1 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 DMI'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 DMI; 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 DMI in meeting its obligations under Article 32 GDPR;

17.2.2 ensure that it has in place appropriate technical and organisational security measures, reviewed and approved by DMI 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);

17.2.3 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;

17.2.4 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;

17.2.5 promptly comply with any request from DMI requiring the Framework Member to amend, transfer or delete the Personal Data;

17.2.6 provide, at DMI's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by DMI, including so as to enable DMI to comply with its obligations under Articles 15 – 22 of the GDPR;

17.2.7 not authorise a third party (sub-contractor) to process the Personal Data unless:

17.2.7.1 DMI has provided its prior written consent;

17.2.7.2 the same obligations as set out in this Framework Agreement, and in particular, this Clause 17, shall be imposed on the sub-processor by way of a contract between the Framework Member and the sub-contractor;

17.2.7.3 where the sub-contractor fails to fulfil its data protection obligations, the Framework Member shall remain fully liable to DMI for the performance of that sub-contractor’s obligations; and

17.2.7.4 provided that the sub-contractor's contract terminates automatically on termination of this Framework Agreement for any reason.

17.2.8 not transfer the Personal Data outside the European Economic Area without the prior written consent of DMI and (subject to that consent) ensure that the following conditions are fulfilled:-

17.2.8.1 DMI or the Framework Member has provided for and implemented appropriate safeguards in relation to the transfer, approved in advance by DMI;

17.2.8.2 the data subject has enforceable rights and effective legal remedies;

17.2.8.3 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

17.2.8.4 the Framework Member complies with reasonable instructions notified to it in advance by DMI with respect to the processing of the Personal Data.

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

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

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

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

17.4 If the Framework Member receives a request from a Data Subject to exercise his/her rights under Data Protection Legislation, the Framework Member shall:

17.4.1 notify DMI within two Working Days of receiving such a request;

17.4.2 provide DMI with full co-operation and assistance in relation to any such request made by the Data Subject to exercise their said rights; and

17.4.3 not disclose the Personal Data to any Data Subject or to a third party other than at the request of DMI or as provided for in this Framework Agreement.

17.5 The Framework Member shall make available to DMI all information necessary to demonstrate compliance with Data Protection Legislation. DMI 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 Processor. This requirement to give notice will not apply if DMI has reasonable grounds to believe that the Framework Member is in breach of any of its obligations under this Clause 17.

17.6 The Framework Member agrees to indemnify and keep indemnified and defend at its own expense DMI on its own behalf and on behalf of any sub-contractors against all costs, fines, penalties claims, damages or expenses incurred by DMI or for which DMI 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 17.

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

18 SUSPENSION

18.1 DMI may suspend the Framework Member's appointment to the Framework for such period as DMI considers appropriate if DMI considers that one of the events set out in Clauses 19.3, 19.6 or 19.7 has occurred at any time. The Framework Member will not be eligible to participate in or submit Tenders in respect of Call-Off Contracts for the duration of the suspension.

18.2 DMI 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.

18.3 On suspension of the Services (or part of them):

18.3.1 the Framework Member will do no further work to perform the suspended Services except as instructed in writing in DMI's notice suspending the Services;

18.3.2 DMI 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;

18.3.3 DMI will pay the Framework Member the amount that DMI 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;

18.3.4 the payments for Services provided in Clause 18.3.3 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

18.3.5 the Framework Member will furnish to DMI all material, documents, reports and information and data that it has obtained, produced or prepared, prior to suspension in connection with the suspended Services.

18.4 Following any such period of suspension referred to in Clause 18.3, DMI may by notice require the Framework Member to immediately recommence work on all or any part of the suspended Services.

18.5 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:

18.5.1 the Framework Member shall be entitled to an extension of time for performance of the obligation(s) to which the suspension relates; and

18.5.2 the Framework Member shall be reimbursed by DMI in respect of any increased costs reasonably incurred by the Framework Member by reason of such suspension.

19 TERMINATION

19.1 DMI 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.

19.2 DMI may terminate any Call-Off Contract in whole or in part with thirty (30) days prior written notice without cause.

19.3 If the Framework Member:

19.3.1 abandons or threatens to abandon this Framework Agreement or commits a material breach (whether repudiatory or not) of any of its obligations under this Framework Agreement, Framework Rules or any Call-Off Contract;

19.3.2 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 DMI into disrepute or affecting the business of DMI;

19.3.3 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 DMI;

19.3.4 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;

19.3.5 fails to effect and maintain the insurance required by the Framework Agreement or any Call-Off Contract;

19.3.6 undergoes a Change of Control to which DMI does not give its prior written consent;

19.3.7 if in the reasonable opinion of DMI, it appears that the Key Personnel or the Framework Member has a Conflict of Interest or Bias that has not been properly disclosed or which cannot be resolved to DMI's satisfaction, or there is in DMI's opinion, any registrable interest involving the Framework Member, DMI, or employees of DMI, or their relatives, that has not been fully disclosed in writing to it prior to the date of this Contract;

19.3.8 the Framework Member does not enter into a Call-Off Contract when selected to do so in accordance with the Framework Rules; or

19.3.9 the Framework Member does not submit a Tender for a Call-Off Contract due to lack of capacity or other reasons on two or more occasions,

DMI 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 DMI 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, DMI 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.

19.4 DMI may terminate this Framework Agreement by notice in writing with immediate effect if, in the reasonable opinion of DMI, 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 DMI in such respect.

19.5 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 DMI, makes it advisable or necessary to dispense with the Framework or Services, DMI 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 of such termination by DMI includes the termination of any Call-Off Contract, DMI 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.

19.6 If the Framework Member or any member of the Key Personnel become unable to perform the Services through accident, ill health, unsound mind, or are otherwise unable to undertake the Services or part thereof, DMI may request the Framework Member to immediately remove any of the Key Personnel and to replace them. The prior written consent of DMI must be obtained for any replacement. If the Framework Member fails to nominate a replacement who is acceptable to DMI within ten (10) days after DMI so requests a replacement, DMI may immediately terminate the relevant Call-Off Contract by notice in writing.

19.7 If DMI 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. DMI 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.

19.8 If DMI 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.

20 ARRANGEMENTS ON TERMINATION

20.1 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 DMI.

20.2 DMI 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 Contract, whether by termination or otherwise.

20.3 Termination of this 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.

20.4 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.

20.5 DMI's rights to terminate this Framework Agreement or any Call-Off Contract as provided for in Clause 19 are in addition to any other rights of termination provided for in this Framework Agreement or any Call-Off Contract.

20.6 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 DMI and shall take further steps as DMI may reasonably require for the purpose of fully vesting in DMI all rights and benefits of the Framework Member arising therefrom.

20.7 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 DMI is not satisfied with the standard of any part of the Services provided, DMI, at its absolute discretion, may procure substitute consultancy services from another supplier. Except in the case of termination under Clause 19.5, the costs of procuring an alternative supplier of the Services shall be reimbursed to DMI by the Framework Member.

20.8 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.

21 INDEMNITY

21.1 The Framework Member shall be liable for and will indemnify DMI and its respective officers, employees and agents from and against all direct losses, claims, demands, damages or expenses (excluding any consequential losses) which DMI 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.

21.2 The Framework Member accepts liability for and agrees to indemnify and hold harmless DMI 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 sub-Framework Members arising in connection with the provision of the Services.

22 LIMITATION OF LIABILITY[7]

22.1 Save in respect of fraud, personal injury or death or in respect of the Framework Member's warranty under Clause 9.2.15 (for which no limit applies), the limit of the Framework Member's aggregate liability

[7] **Internal note:** liability cap to be inserted. Any liability cap will need to be proportionate to the potential maximum value of a Call-Off Contract. DMI should identify the risks that may arise from a failure to comply with the contract, estimate the financial loss that would arise should that risk occur, estimate the likelihood of the risk and assess the ultimate risk rating. Insurance levels are relevant for setting liability caps but should not be the automatic requirement. It is also important to ensure that the liability cap will result in a value for money outcome. For more information, the following is helpful guidance - https://constructionprocurement.gov.ie/wp-content/uploads/GN-1.6.4-v1.1-14-10-2024.pdf

to DMI under or in connection with a Call-Off Contract whatsoever and howsoever arising shall not under any circumstances exceed [●][8].

22.2 Nothing in this Framework Agreement shall exclude or in any way limit the Framework Member's liability for fraud or for death or personal injury or damage, destruction or loss of property caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

23 INSURANCE

23.1 If awarded a Call-Off Contract, the Framework Member shall, at its sole cost and expense, effect and maintain for the benefit of DMI 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 DMI to cover liabilities that may arise under or in connection with such Call-Off Contract.

23.2 The relevant insurer will, and the Framework Member shall ensure that the relevant insurer will, indemnify DMI directly against any claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify DMI, the Framework Member shall use all insurance monies received by it to indemnify DMI in respect of any claim and shall make good any deficiency from its own resources.

23.3 The Framework Member shall ensure that DMI '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 DMI and, at the request of DMI, or of DMI'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 DMI. The Framework Member shall notify DMI immediately in the event that any insurance ceases to be available or maintained. Policies will be shown to DMI whenever requested by DMI, together with satisfactory evidence of payment of premiums.

23.4 At DMI's reasonable request, the Framework Member shall increase the agreed insurance limits or obtain additional coverage.

23.5 If the Framework Member fails to provide the insurance cover specified by DMI when awarding any Call-Off Contract, DMI may do so for the whole or part of the period for which such cover is required, without being under any obligation to do so, and may deduct any costs it incurs in obtaining such cover from any Fees due to the Framework Member under the relevant Call-Off Contract.

23.6 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.

24 JOINT AND SEVERAL LIABILITY

24.1 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.

24.2 If the Framework Member is comprised of more than one person or legal entity, DMI may take action against any one or more of the persons or legal entities and/or may release or compromise in whole or

[8] **Internal note:** to be completed.

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.

25 NON-SOLICITATION

25.1 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 DMI any person employed by DMI 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.

26 FORCE MAJEURE

26.1 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:

26.1.1 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;

26.1.2 as soon as reasonably possible after the start of the Force Majeure Event, the Framework Member shall notify DMI 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;

26.1.3 if the Framework Member does not comply with its obligations under Clause 26.1.2 above, it forfeits its rights under Clause 26.1.1; and

26.1.4 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 DMI that the Force Majeure Event has ended and resume performance of its obligations under this Framework Agreement and under any Call-Off Contract.

26.2 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 DMI may terminate this Framework Agreement and/or any Call-Off Contract by giving not less than thirty (30) days written notice.

27 ASSIGNMENT AND SUB-CONTRACTING

27.1 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 DMI.

27.2 The Framework Member may not sub-contract any element of the Services without the prior written consent of DMI, which consent may be withheld at DMI's absolute discretion. In instances where a Framework Member requires, and DMI 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.

27.3 The Framework Member must notify DMI of a Change of Control. DMI 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.

27.4 DMI 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.

28 NOTICES

28.1 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 parties and details for the purposes of this Clause 28 (Notices).

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

28.2.1 if personally delivered, at the time of delivery;

28.2.2 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

28.2.3 if communicated by email, at the time of acknowledgement of transmission.

28.3 The relevant addressee, address and email address of each Party for the purpose of this Clause 28 are:

Name of Party	Address/email
DMI	[●][9]
Framework Member	[●][10]

28.4 Each Party shall notify the other of a change to its name, relevant addressee, address or email address for the purposes of Clause 28.3. Such notice shall only be effective on:

28.4.1 the date specified in the notification as the date on which the change is to take place; or

28.4.2 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.

[9] **Internal note:** to be completed.
[10] **Internal note:** to be completed.

29 ENTIRE AGREEMENT

29.1 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.

29.2 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.

30 RELATIONSHIP OF PARTIES AND SCOPE OF AUTHORITY

30.1 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.

30.2 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 DMI and the Framework Member and any of the Key Personnel and any replacement or any other persons supplied to DMI by the Framework Member in respect of the Services.

30.3 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.

31 WAIVERS AND REMEDIES

31.1 The failure by DMI 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 DMI 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 DMI 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 DMI from subsequently requiring compliance with the waived obligation.

31.2 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. DMI'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.

31.3 Unless a right or remedy of DMI is expressed to be an exclusive right or remedy, the exercise of it by DMI is without prejudice to DMI's other rights and remedies under this Framework Agreement or any Call-Off Contract and/or at law or in equity. DMI'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.

32 FURTHER ASSURANCE

32.1 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.

33 VARIATION

33.1 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.

34 SEVERABILITY

34.1 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.

34.2 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.

35 COSTS

35.1 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.

36 ACTIONS

36.1 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 six (6) 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.

37 RESOLUTION OF DISPUTES

37.1 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. If the dispute cannot be resolved between the Representatives within ten (10) working days, the matter shall be subsequently escalated to the Chief Executive Officer of DMI and the managing partner of the Framework Member.

37.2 Any dispute which may arise between the Parties under or in connection with this Framework Agreement, if not settled amicably in accordance with Clause 37.1, shall, in the first instance, be referred to a Mediator to be appointed by agreement between the parties and, in the absence of agreement, within five (5) working days of the receipt by one Party of a written notice to concur in the appointment of a Mediator by the Chairman of the Chartered Institute of Arbitrators Irish Branch.

37.3 In the event that the dispute is not resolved within fifteen (15) working days of the appointment of the Mediator, the dispute shall be referred to an Arbitrator to be agreed between the Parties and, in default

of an agreement, within ten (10) working days of the receipt by one Party of a written notice to concur in the appointment of an Arbitrator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch, such arbitration to be governed by the Arbitration Act 2010 as amended or replaced and shall be conducted in accordance with the Model Law as defined in the Arbitration Act 2010. The Arbitrator shall have no connection with the Mediator or Mediation Proceedings unless both Parties have otherwise consented in writing.

37.4 Any dispute which the Parties are unable to settle after such effort shall be decided, pursuant to Clause 38 herein, by the courts of Ireland in accordance with Irish law.

38 GOVERNING LAW AND JURISDICTION

38.1 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.

38.2 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.

IN WITNESS WHEREOF this Framework Agreement has been entered into the day and year first **HEREIN WRITTEN**

SIGNED by

Duly authorised on behalf of DMI

SIGNED FOR AND ON BEHALF OF THE FRAMEWORK MEMBER:

Signed:

Name:

Title:

Business Address:

Duly authorised on behalf of the Framework Member

SCHEDULE 1 – THE SERVICES

Part A: [insert detailed description of the services required][11]

PART B: **SERVICE STANDARDS**[12]

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

1. 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.

2. The Framework Member will ensure that if a solicitor acting for DMI on an active matter 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 DMI 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.

3. Each LDA matter will be managed directly by a partner with specialism in the requisite area. Although the work may be managed on a daily basis by other members of the team, the partner will take a hands on role in the running of the case and will be available at all times to DMI save as provided.

4. All correspondence in relation to DMI matters will be handled promptly upon receipt.

5. All charges and expenses will be explained in detail as early as possible. DMI will be fully and continuously briefed on all unanticipated charges or budget overages.

6. The Framework Member will ensure that the solicitor on a matter will personally review a draft of the bill with their contact in DMI legal unit prior to it issuing to be sure all items are clear and understandable.

7. Finalised and agreed bills will be sent in a timely manner, in accordance with the protocol notified to the Framework Member by DMI, from time to time.

8. The Framework Member will ensure that any solicitor working on a DMI matter will act proactively in the best interests of DMI.

9. The Framework Member will ensure that the solicitor leading the team dealing with any DMI instruction will update DMI regularly and shall provide a formal, written up-date on progress or step plans in the matter at least once a month or more often if DMI deems it appropriate.

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[11] **Internal note:** to be completed.
[12] **Internal note:** These are some examples of potential requirements.

10. The Framework Member will keep DMI informed of seminars, CPD and other educational programmes and know-how it is offering which might be of benefit to DMI.]

SCHEDULE 2 – TENDERED RATES

SCHEDULE 3 – KEY PERSONNEL

SCHEDULE 4 - TEMPLATE REQUEST FOR MINI-TENDERS

To **FRAMEWORK PARTICIPANTS**

Re: **FRAMEWORK AGREEMENT FOR THE PROVISION OF [INSERT TITLE]**

[Lot: **[INSERT RELEVANT LOT WHERE APPLICABLE]**

Date: **[INSERT DATE]**

Project Ref: **[INSERT]**

We refer to the above Framework Agreement dated [●]. Terms and expressions defined in the Framework Agreement shall bear the same meanings where used in this Request for Mini Tenders.

DMI hereby issues a Request for Mini Tenders in accordance with Clause 4 of the Framework Agreement inviting a Proposal from you for the provision of:

[Insert precise description/specification of the Services required:

The output required:

The deliverables required:

The timing or schedule for the provision for the Services:

Other relevant information:]

1. Proposal

You are invited to submit a Proposal to include the following:

- Information required to meet Qualitative Criterion 1 - insert specific requirements
- Information required to meet Qualitative Criterion 2 - insert specific requirements
- Information required to meet Qualitative Criterion 2 - insert specific requirements
- **The Fees for the provision of the Services.**

  (Pricing must be in euro (€) and inclusive of all costs and expenses. The Fee must be based upon and cannot exceed the prices/costs/rates proposed by the Framework Member in its Tender).

- A Statement confirming that the Services meeting the requirements can be provided by [insert date].[13]

Proposals provided in response to this Request for Mini-Tenders must remain open for at least [●] calendar months from the deadline for receipt of Proposals.

2. Deadline for Receipt of Proposals

[13] This provision stipulating a timeline for completion of the required services may not be needed/appropriate in all cases.

The Framework Member must submit one soft copy of its Proposal via the eTenders electronic post-box facility available on www.etenders.gov.ie no later than **[***Insert date in accordance with minimum time period identified above***]**. The onus is on the Framework Member to ensure that its Proposal is submitted to the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or technical problems.

The Supplier should note that after the deadline for submitting Proposals has passed, the uploading facility will be removed from eTenders. Accordingly, after the deadline for submitting Proposals has passed, it will not be possible to upload a Proposal.

3. The Award Criteria

Proposals received in response to this Request for Mini Tenders will be evaluated on the basis of the following criteria:

Criteria	Weighting
Qualitative criterion 1	(•% - •%)
Qualitative criterion 2	(•% - •%)
Qualitative criterion 3	(•% - •%)
Cost	(•% - •%)
Total	**100%**

4. Key Personnel

DMI 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, its Proposal should include particulars of such persons, their qualifications, experience and role.

Please also note, where relevant to a mini competition, please include an up-to-date CV for each personnel proposed in your application, which includes their applicability to this project/ award criteria.

5. Insurance

The successful Framework Participant will be required, at a minimum to take out and maintain at its sole cost and expense for the benefit of DMI 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:

- Professional indemnity insurance cover: €[•]
- Employer's liability insurance cover: €[•]
- Public liability insurance cover: €[•]

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

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.

6. Tax Clearance Certificate:

The successful Framework Participant 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.

7. Call-Off Contract

The successful Framework Participant will be required to enter into the Call-Off Contract in a from substantially similar to the template set out at Schedule 5 to the Framework Agreement.

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 Call-Off Contract.

8. Deadline for receipt of queries

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

All responses to queries will be issued by DMI via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated.

We look forward to receipt of your Proposal.

Yours faithfully,

SCHEDULE 5 - TEMPLATE CALL-OFF CONTRACT

This Call-Off Contract is made between:

(1) **The Land Development Agency**, a designated activity company having its registered office at Fourth Floor, Ashford House, 18-23 Tara Street, Dublin 2, D02 VX67 ("**DMI**") which expression includes its successors and assigns) of the one part; and

(2) **[INSERT NAME OF FRAMEWORK MEMBER],** a [limited liability partnership/partnership] (with its offices at [INSERT ADDRESS]) (the "**Framework Member**") of the second part.

WHEREAS: The Framework Member is a participant in a framework agreement with DMI for the provision of legal services dated [•] (the "**Framework Agreement**").

IN CONSIDERATION OF DMI and the Framework Member mutually agreeing to continue to perform and comply with their respective obligations and undertakings under the Framework Agreement, and subject to the provisions of the Framework Agreement, the parties agree as follows:

1. **The Call-Off Contract :** This Call-Off Contract is supplemental to the Framework Agreement. Terms and expressions defined in the Framework Agreement shall bear the same meanings where used in this Call-Off Contract. By signing and returning this Call-Off Contract, the Framework Member enters a legally binding contract with DMI to provide the Services specified in this Call-Off Contract incorporating the rights and obligations set out in the Framework Agreement.
2. **The Services:** The Framework Member shall provide the Services set out in the Schedule within the timelines and subject to the special terms and conditions set out in the Schedule, and subject to and in accordance with the provisions of the Framework Agreement and this Call-Off Contract.
3. **Payment:** Subject to delivery of the Services in accordance with the provisions of the Framework Agreement and this Call-Off Contract, DMI shall pay the Framework Member the amount(s) set out in the Schedule
4. **Framework Member Confirmations:** The Framework Member confirms that:
    a) There is no Conflict of Interest or Bias that would prevent the Framework Member from acting in the best interest of DMI on this matter;

    b) It has sufficient capacity, resources and personnel to provide the Services in the context of the indicative timelines and to a high standard;

    c) It has valid and current tax clearance status from the Irish Revenue Commissioners;

    d) It has valid and current insurance cover in place cover liabilities that may arise under or in connection with such Call-Off Contract;
    e) It will comply with DMI's monthly reporting requirements and will comply with reporting requests from DMI's auditors and the Office of the Comptroller and Auditor General.

SIGNED for and on behalf of **DMI:**

COUNTER-SIGNED in acceptance of the above instructions by
For and on behalf of **[*insert name of the Framework Member*]:**

Date:

[Insert Schedule to the Call-Off Contract]

The Services:

Key Personnel:

Payment Terms

Special Terms and Conditions:

SCHEDULE 6 – CHANGE CONTROL PROCEDURE

1. Where either Party (the "**Requesting Party**") wishes to make a material change to the terms of a Call-Off Contract including, without limitation, any change to:

   (a) the Services; or

   (b) the timeframes for the provision of the Services,

   the procedure in this Schedule (the "**Change Control Procedure**") shall apply. The Change Control Procedure shall also apply in respect of any matters which are specifically identified in the Framework Agreement as being subject to the Change Control Procedure.

2. All change requests must be documented in a request form (a "**Change Request Form**") which shall include, as a minimum, the following details:

   (a) description of the requirements for the change;
   (b) comparison of the new requirements with the existing requirements;
   (c) reasons for the change, including a high-level description of the proposed business impact; and
   (d) timeframe for completion of the change.

3. The Change Request Form shall be signed by the Representative of the Requesting Party and submitted to the Representative of the other Party.

4. The Framework Member shall provide DMI Representative with an impact statement (an "**Impact Statement**") within ten (10) Working Days of receipt or submission of a Change Request Form (or such longer period as the parties may agree). The Impact Statement shall include, as a minimum, the following details:

   (a) the estimated number of Working Days and personnel (including levels of qualification) and details of the work categories required to deliver the change within the timeframe specified in the Change Request Form;
   (b) overall impact on the Fee(s) payable under the Call-Off Contract i.e. reduction or increase) which shall include a breakdown of how such fees relate to the details in (a) above so as to facilitate, where relevant, any reduction being offset against any increase in fees; and
   (c) impact on the Services to be provided under the relevant Call-Off Contract.

5. After consideration, DMI Representative may elect by giving written notice to the Framework Member (subject to paragraph 6) either to: (a) accept the Impact Statement in which case the Call-Off Contract shall be amended accordingly; (b) reject the Impact Statement in which case the Call-Off Contract shall remain unchanged; or (c) require the Framework Member to produce a revised Impact Statement by repeating (up to a maximum of 2 times) the procedure set out in paragraphs 4 and 5 of this Schedule.

6. If the Impact Statement indicates any increase in the Fee of up to 50% of the original Call-Off Contract, DMI shall have sole discretion as to whether it accepts the Impact Statement. Any acceptance of an Impact Statement that indicates an increase in the Fee shall be via written notice from DMI Representative.

7. Upon DMI's request, the Parties will enter a formal variation agreement to document the Impact Statement.

8. Following completion of the procedure in paragraph 5 above, where the parties fail to reach agreement on a request for change, the dispute resolution procedure set out in Clause 37 of the Framework Agreement may be invoked, provided that for the avoidance of doubt DMI shall not be under any obligation to accept an Impact Statement where it acting reasonably is of the view that to do so would be contrary to its obligations under Regulation 72 of the European Communities (Award of Public Authority Contracts) Regulations 2016 or any other legal requirement.

9. All changes to the Call-Off Contract must be documented and retained by the Parties for at least three (3) years following the expiry or termination of the Call-Off Contract. The Framework Member must, on reasonable notice, provide such information as may be required by DMI to demonstrate compliance with this paragraph.