



Ollscoil na Gaillimhe
UNIVERSITY OF GALWAY



Request for Tenders (RFT)

Tender Reference: IT3554F

**Request for Tenders dated 27/11/2025
to establish a Single Supplier Framework Agreement
for the Provision of an Official Certified Digital Documents System
and Related Services for the University of Galway
(GALW/ISS1808/2025)**

Tender procedure: Open Procedure (OJEU)

Tender Query Deadline: 18/12/2025 14:00

Tender Deadline: 19/01/2026 14:00

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Part 1: Introduction

- 1.1 The Education Procurement Service (EPS) on behalf of the University of Galway (the “Contracting Authority”) invites tenders (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the appointment to a Single Supplier Framework Agreement for the Provision of the Services described in the Tender Response Document (TRD) Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise:
- Provision of an Official Certified Digital Documents System and Related Services for the University of Galway. The online system must have the ability to issue a range of documents, such as, Student Transcripts, European Diploma supplements, Badges and formal Certified Letters (of registration, graduation, enrolment, module completion certificate, etc). The scope will include the implementation, migration, and ongoing support and maintenance of the system, as well as allowing for future developments including expansion for additional documents, expansion to student cohorts, and future integration with the student record management system.
- 1.3 “Not Used”
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any Framework Agreement that may result from this Competition will subject to paragraph 1.6 below, if applicable, be for a term of **four (4) years** (“the Term”).
- 1.5 The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to **Two (2) years** with a maximum of **three (3)** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed **ten (10) years** in aggregate. Service Contracts awarded within the lifetime of the Framework Agreement may themselves exceed beyond the expiry of the Framework Agreement.
- 1.6 The Contracting Authority estimates the expenditure for the Services to be covered by the proposed Services Contracts may amount to some **€2.3 million (excl. VAT)** over the term and all possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- Tenderers should note that there is no guaranteed level of expenditure under this Agreement and the Framework Clients shall be under no obligation to purchase any minimum value of Services under this Framework Agreement.

- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority / Framework Client does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to any Framework Client will exist unless and until a formal written Services Contract has been executed by or on behalf of the Framework Client.

Any notification of preferred bidder status by the Contracting Authority / Framework Client shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by

the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition .

2.1.5

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the European Single Procurement Document ("ESPD"). Alternatively, Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:

(i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

- (i) the information contained in it continues to be correct; and
- (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.

- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.

Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **19th January 2026 at 14:00 hrs** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Excel, Word, PDF readers.

Tenders must submit the **Tender Response Document (TRD) and the Appendix 2 Pricing Schedule** duly completed.

The TRD comprises of the following documents:

1. Section A: Selection Criteria

A1-A2 Economic & Financial Standing

A3-A5 Technical & Professional Ability

Tenderers must meet and Pass all of the requirements in Section A to be evaluated under Section B of the TRD.

2. Section B: Tender Response

Appendix 1: Specification & Supplier Response

Appendix 2: Pricing Schedule (separate document)

Appendix 3: Tenderer’s Statement

Appendix 4: Declaration as to Personal Circumstances of the Tenderer

The completed TRD must be returned in accordance with Section 2.6 of the RFT.

IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **18th December 2025 at 14:00 hrs** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers

should note that the Contracting Authority will not respond to individual Tenderers privately.

- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Expression of Interest” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
 - (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT (Separate document).
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for the term of contract commencing from the Tender Deadline.

- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 *Not Used*

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement, or Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client and their relatives must be fully disclosed

in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor. The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement and / or Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement or Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement or Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference

Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million in Ireland or local country legally required Limit of Indemnity
Public Liability	€2.6 million
Product Liability	€2.6 million
Professional Indemnity	€1 million (for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs))
Cyber Liability	€1 million

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract arising from the Framework Agreement, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from

the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Member(s) prior to the award of (and shall be a condition of) any Services Contract.

- 2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:
- (a) immediately advise the Contracting Authority and the Framework Client of any material change to its insured status;
 - (b) produce proof of current premiums paid upon request;

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of ESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (c) Declared by way of ESPD that they satisfy the selection criteria for each Lot applied for in this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure the each such entity:

- (i) completes and submits a separate ESPD in respect of each such entity; and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section 2.D of the ESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition

to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either **Pass OR Fail** each of the Selection Criteria in this part 3.2. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare on the Tender Response Document (TRD) that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

REF	TYPE OF DOCUMENTATION	PASS REQUIREMENT	Rule
A1	Company Summary	Please complete the table provided in the Tender Response document (TRD) with your Company Summary. If the Tenderer is a grouping, then separate information must be completed for each group member.	Pass/Fail
A2	Financial Capacity	A2.1 Insurance: Details of the level of Insurances in place in accordance with that stipulated in Section 2.21 A2.2 Up to date Tax Clearance Certificate or Online Verification details. A2.3 Statement of Turnover: Details of trading levels for previous three (3) years from Auditor/Accountant.	Pass/Fail

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and if the Contracting Authority considers the reason given to be valid, provided such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and finance capacity.

Technical and Professional Ability

3.2.B

Tenderers must declare on the Tender Response Document (TRD) that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

	SELECTION CRITERIA	PASS REQUIREMENT	Rule
A3	Previous Experience	Please provide details of 2 contracts undertaken within the last 3 years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. which includes interfacing with a Student Records System If University of Galway is being used as a contract, the other two contracts must be external to the University of Galway .	Pass/Fail
A4	Data Protection	The Tenderer must ensure that the security of Personal Data at all times is in line with the Data Protection Acts 1998 and 2003 and guidance issued by the Data Protection Commissioner of Ireland.	Pass/Fail
A5	Mandatory Requirements	Tenderer must confirm ALL the following mandatory requirements: Date and backups are stored within the European Union: You must offer Trusted Global Credentials service with extensive experience of producing, signing and verifying student or graduate award documentation Your organisation must have prior or existing customised integrations with a student record system	Pass/Fail

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

In the event that Tender Applicants have previously been involved in providing Official Certified Digital Documents System and Related Services within University of Galway, they should not assume that University of Galway is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderer's to ensure their tender response is complete and includes all relevant information.

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

- 3.3.1 Appointment to the framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria. For avoidance of doubt each lot will be evaluated separately under this award criteria.

IT3554F - Single Supplier Framework for the Provision of an Official Digital Documents System & Related Services to University of Galway				
	Award Criteria: Tenderers should note they must achieve the minimum score of 60% in Sections A, B, C, D below. Tenderers who <u>do not</u> meet the minimum score of 60% will be eliminated from the competition.	Overall Weight	Total Maximum Score	Minimum Score (60%) Requirement
A	Functional Requirements General Requirements Scalability Requirements Authentication and User Management Query, Analysis, Reporting Interface Data Integrity Management Hosting Solution Integration Security of Payments Solution Security Specific Business Continuity Requirements Resilience Commitments Disaster Recovery (DR) Planning Data Protection Supplier Resilience Assurances	40%	4000	2400
B	Overall System and Service Capability Service Delivery	10%	1000	600
C	Technical Implementation Project Approach and Methodology Training Data Migration	15%	1500	900
D	Environmental/Sustainability Sustainable Practices	5%	500	300
E	Ultimate Cost	30%	3000	N/A
	Ongoing Costs	20%	2000	N/A
	Implementation and Migration Costs	10%	1000	N/A
	Total Maximum Score Available	100%	10,000	----

The tender award criteria will be applied to each tenderer who has successfully passed the Selection Criteria as outlined in Section 3.2 of this RFT. Tenderers must achieve a minimum of 60% on all Award Criteria above, **excluding Cost of Service**, in order to avoid elimination from the competition. Only tenderers who have achieved the 60% will be evaluated against Ultimate Cost.

No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest price or any tender.

Suppliers please note:

- This specification document is designed to assist the contracting authority in its evaluation of your tender and to enable suppliers provide structured responses to key deliverables. It is structured to reflect the award criteria as set out in the RFT.
- Please note responses to individual questions will **NOT** be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion by equally distributing scores across award criteria and sub-criteria.
- Where **abnormally low tenders** are received the Evaluation team shall require the tenderer to explain the price proposed in Appendix 2 (per Article 69 of the EU Procurement Directives 2014/24). Where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender
- **Next Ranked Supplier** - The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT and Appendix 1. Should the required specification and standards not be met, EPS reserves the right, in consultation with the Contracting Authority, to award any contract to the next highest-ranked Tenderer.
- **Tie Break** - If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie. If the score remains a tie after all criteria are assessed, the tenderers will be asked to submit a Best and Final Offer (BAFO).

A failure to answer question(s) may leave the contracting authority with insufficient information on which to base a thorough evaluation and in turn may result in loss of marks in respect of the relevant Award Criterion. Therefore, please ensure you complete **ALL** sections of this questionnaire.

The award of contract will be on the basis of the Most Economically Advantageous Tender received, in accordance with the above tender award criteria, weightings and rules.

The lowest Cost of Service tender, will receive the maximum score achievable under this criterion.

$$\text{Pricing Score} = \frac{\text{Lowest Tendered Price} \times \text{Max Points}}{\text{Price of bid being evaluated}}$$

Responses for non-cost Award Criteria items will be scored using the following matrix:

<u>Scoring Methodology</u>		
Band	Scoring Range	Meaning
Excellent	91% – 100%	Excellent response that fully meets and exceeds requirements, providing comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an exceptional standard.
Very Good	80% – 90%	A very good response that demonstrates real understanding and fully meets the requirements and provides convincing assurance that the Tenderer will deliver to high standard.
Good	60% – 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and provides reasonable confidence that the minimum requirements will be delivered. However, it does not provide sufficiently convincing assurance to award a higher mark.
Fair	30% - 59%	A response where reservations exist due to a lack of convincing details and comprehensive credibility. There is a significant risk that the requirements will not be delivered to a satisfactory standard.
Poor	1% – 29%	A response that raises significant reservations, due to insufficient detail, critical or notable deficiencies, that seriously lacks credibility, presenting a high risk of non-delivery.
0	0%	No Response or partial Response that completely fails to address the criterion under consideration

The scoring of the Qualitative Award Criteria including all sub-criteria will be based on an assessment of the information provided by Tenderers, which **MUST** be supplied by Tenderers via the completed Tender Response Document. The Evaluation Group will assess the information provided and each response element will be awarded marks using the scoring methodology set out above.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, appointment to the framework of the highest ranked Tenderer(s) (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 above.

3.3.3 Tenderers should take note that, where a Services Contract is awarded the Contracting Authority will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the lowest ranking preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements detailed in Section B of the Tender Response Document (TRD) and submit a detailed description in each case which demonstrates how these requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

IT3554F – Tender Response Document

Appendix 2: Pricing Schedule (**Separate document**)

The Pricing Schedule provided in the Excel file attached MUST be completed for the Service which you are tendering. The file is entitled:

IT3554F – Appendix 2 Pricing Schedule

Please note the Appendix 2 Pricing Schedule is attached to this RFT as a separate excel document. It is a mandatory requirement to return a fully completed copy of this document with the tender submission. Failure to do so will result in disqualification from the evaluation process.

Request for Tenders to Establish a Single Supplier Framework for the Provision of an Official Certified Digital Documents System & Related Services for University of Galway (GALW/ISS1808/2025)

Please submit in excel format as a separate document, not included or embedded in main document. The relevant Pricing Schedule must be completed in full, totalled, and returned as part of the Tender submission. Insert “n/a” in the fields that are not applicable and include additional rows where space provided is insufficient. Tenderers are reminded that the prices quoted must be in compliance with the requirements set out in paragraph 2.10 of this RFT, i.e.: they must be all-inclusive, fixed, expressed in Euro and exclusive of VAT.

Appendix 3: Tenderers' Statement (please complete in the TRD)

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: **University of Galway** (the "Contracting Authority")

RE: **IT3554F - Request for Tenders to establish a Single Supplier Framework Agreement for the Provision of an Official Certified Digital Documents System and Related Services for the University of Galway**

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1: Specification Required and Supplier Response to the TRD.
2. We accept all of the Terms and Conditions of We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Software as a Services Contract at Appendix 6 and 6a to the RFT and the Confidentiality Agreement at Appendix 7 to the RFT.
3. We accept all the Selection and Award Criteria as set out in the RFT documentation.
4. We agree to provide the Services in accordance with the RFT, our Tender and our response to RFT if awarded any Services Contract.
5. We agree that, if awarded any contract that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED**Company****(Authorised Signatory)****Print name****Address****Date**

Appendix 4: Declaration as to Personal Circumstances of Tenderer

(Please complete in TRD)

Re: IT3554F - Request for Tenders to establish a Single Supplier Framework Agreement for the Provision of an Official Certified Digital Documents System and Related Services for the University of Galway

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

1. I, [Click here and insert name of Declarant], of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - (a) Ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - (b) Ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - (c) Ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - (d) Ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - (e) Ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - (f) Ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]

- (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (b) Has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]

- (a) Has in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the Services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (c) Is not guilty of grave professional misconduct.
- (d) Has not entered into agreements with other economic operators aimed at distorting competition.
- (e) Is not aware of any conflict of interest due to its participation in the Competition.
- (f) Has not had any prior involvement in the preparation of the Competition.
- (g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.
- (h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
7. Any subcontractor, supplier, or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

Appendix 5: Framework Agreement

IT3554F - Request for Tenders to establish a Single Supplier Framework Agreement for the Provision of an Official Digital Documents System and Related Services for the University of Galway

THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 [YEAR]:

("the Framework Agreement")

BETWEEN:

University of Galway, whose offices are located at University Road, Galway, H91 TK33 ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

(each a "Party" and together the "Parties")

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and entitled "[]" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means [];

"Contract" means a contract which is awarded in accordance with this Framework Agreement



“Services Contract” means the template contract attached at Appendix 6 to the RFT;

“Framework Client” means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

“Framework Term” means the period set out in Clause 2.5 of this Framework Agreement;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.



2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire in 4 years thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to 2 years with a maximum of 3 such extensions on the same terms and conditions.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.



- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client.

5. PROCEDURE FOR THE AWARD OF SUPPLEMENTARY TENDERS

- 5.1 *Not Used*

6. AWARD CRITERIA

- 6.1 *Not Used*

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

9. TAX CLEARANCE

- 9.1 The Framework Member shall comply with all EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.



11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time



to time agree primary and alternative contact persons and details for the purposes of this clause 14.

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

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

15. GIFTS

15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving three (3) months written notice to the Framework Member.

17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;



- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.

Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

Important Point to Note: Any repeat of Moderate Breaches will be treated as Serious Breaches.

- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this



and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.



IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
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ANNEX 1 TO THE FRAMEWORK AGREEMENT

Review of Performance of Framework members

- Framework member's performance will be continually monitored over the term of the Framework Agreement. The format will be agreed between the Contracting Authority and the framework members. A formal annual review will take place on the anniversary of the establishment of the Framework. Cost competitiveness, quality of service and turnaround time will be the considered for measuring performance.
- **Please note: Frequent non-responses to requirements, or consistent poor performance issues may result in removal from the Framework.**

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS Reporting to the Contracting Authority

Upon request from the Contracting Authority, Framework Members may be required over the duration of the framework to provide the following **minimum** management information to the Contracting Authority:

Date:	
Framework Member:	
Framework Member's Key Account Manager:	
Framework Client:	
Client's Contact Email Address:	
Current Engagement Title and Short Description: (please include applicable Lot)	
Estimated € Value of Engagement:	€ Insert Amount
Start Date of Engagement:	
Proposed End Date of Engagement:	
Actual End Date (if completed):	
Amount Billed to Date:	€ Insert Amount

- It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded.
- All management information should be readily available for the Contracting Authority within five (5) working days from the written request. Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority.



Appendix 6: Software as a Services Contract

UNIVERSITY OF GALWAY

and

Add Contractor/Service Provider Name here

AGREEMENT

University of Galway Ref: ISS1808-25

Relating to the provision of Software as a Service pursuant to the

**Request for Tenders for the Provision of a Single Supplier Framework for the Provision of an
Official Certified Digital Documents System and Related Services for University of Galway**



****ADD IN THE FOOTER DETAILS FOR EACH PAGE NOW****

THIS AGREEMENT IS MADE ON THE **nnth DAY OF MONTH 20yy BETWEEN:**

UNIVERSITY OF GALWAY, of University Road, H91 TK33, Galway, Ireland (“the Contracting Authority”);
and

ADD CONTRACTOR NAME IN CAPITALS Click or tap here to enter text. of **Add contractor’s full address here.** (“the Contractor”)

(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tenders for “**Add name of RFT here**” advertised in eTenders ID No. **Ref: #xxxxxx**, and in the supplement to the Official Journal of the European Union, OJEU Notice TED Ref: **xxxx/x xxx-xxxxxx**, and, External Ref: **xxxx-xxxxxx** (“the RFT”), the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the Services described in the RFT. References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on eTenders between **nnth Month 20yy and nnth Month 20yy**. The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT (“the Submission”) on or before **nnth Month 20yy, which included its standard service delivery documents¹**. References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between **nnth Month 20yy and nnth Month 20yy** (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement (as defined below) consists of the following documents, and in the case of conflict, ambiguity or discrepancy of wording, in the following order of priority:

¹ **Note for Tenderers:** Tenderers may submit their standard service delivery documents as part of their Submission, including without limitation, order form, terms and conditions, services description, data processing agreement and service level agreement. However, for the avoidance of doubt, any conflict, discrepancy or inconsistency between the provisions of the documents will be resolved in the manner and in the order of priority set out in Clause 1, with the Contracting Authority’s documents taking priority.



- i. This Agreement attached hereto;
 - ii. Schedule A
 - iii. Schedules B to H
 - iv. The RFT;
 - v. The Submission.
2. The Contractor has developed certain software applications and platforms which it shall make available on a pay-per-use basis to the Contracting Authority via the internet for the purpose of [DETAILS of the software/ platform] and the Contracting Authority shall use the Contractor's service in accordance with this Agreement .
 3. Subject to the terms and conditions of this Agreement, the Contracting Authority agrees to pay to the Contractor the Subscription Fees as defined below. The Subscription Fees are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
 4. For the purposes of this Agreement:
Contracting Authority's Contact is:
Name and Title and Email Address
University of Galway, University Road, Galway

Contractor's Contact is:
Name and Title and Email Address Address
 5. This Agreement shall take effect on the date of this Agreement ("the Effective Date"), the date first above written, and shall expire on the **nnth Month 20yy** unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully renewed or extended as agreed between the Parties ("the Term").

For the avoidance of doubt, if this Agreement is signed after the Effective Date, the Agreement shall apply retrospectively to the provision of the Services before or after the Effective Date.

The Contracting Authority reserves the right to extend the Term for a period or periods of up to **12 months with a maximum of two** such extensions permitted subject to its obligations at law.
 6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.



8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulations or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.
11. To the extent that any specific term or condition in the PO is inconsistent or conflicts with any term or condition of this Agreement, the relevant term or condition of this Agreement shall prevail.
12. The Terms and Conditions of this Agreement shall apply to the purchase by the Contracting Authority from the Contractor of the Services, to the exclusion of any acknowledgement or acceptance of the PO, letter, invoice or other communication sent by the Contractor to the Contracting Authority

HENCE THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES AS OF THE EFFECTIVE DATE – THE DATE FIRST ABOVE WRITTEN.

SIGNED for and on behalf of the
Contracting Authority

SIGNED for and on behalf of the
Contractor

(being a duly authorised officer)

(being a duly authorised officer)

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:



SCHEDULE A: TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings unless the context otherwise provides:

“Affected Party” means the Party affected by a Force Majeure Event;

“Agreement” means the Clauses of, and the Schedules to, this Agreement, the RTF and the Submission all of which shall be read as one document.

“Assignment” has the meaning assigned to it in Clause 16.1;

“Authorised Representative” means a Party’s staff and nominated third parties which include, inter alia, consultants and independent contractors which have been approved in advance by that Party’s staff;

Authorised Users: those employees, agents and independent contractors of the Contracting Authority, its subsidiaries and affiliates, who are authorised by the Contracting Authority to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

“Change Control Notice” has the meaning assigned to it in Clause 29.3;

“Contractor’s Contact means the person identified in this Agreement, or subsequently during the term of the Agreement, as being the Contractor’s primary contact for the duration of the Agreement, or alternatively, where no specific person has been identified by the Contractor as being their contact, the Contractor’s staff member or agent to whom the PO was issued;

“Contracting Authority’s Contact” means the person identified in this Agreement, or subsequently during the term of the Agreement, as being the Contracting Authority’s primary contact for the purpose of the Agreement, or alternatively, the person that issued to PO on behalf of the Contracting Authority where no other person has been identified as the primary contact in respect of this Agreement;

Contracting Authority Data: the data inputted by the Contracting Authority, Authorised Users, or the Contractor on the Contracting Authority's behalf for the purpose of using the Services or facilitating the Contracting Authority's use of the Services and any data generated by, or derived from the Contracting Authority's use of the Services, whether hosted or stored within the Services or elsewhere. For the avoidance of doubt, Contracting Authority Data may include Personal Data;

“Control” shall have the meaning ascribed to that term in section 432 of the Taxes Consolidation Act 1997;



Cybersecurity Requirements: all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, [industry schemes] and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Security of Network and Information Systems Regulations 2018 (SI 360/2018), all as amended or updated from time to time.

“Data” means all Confidential Information, whether oral or written (including electronic) form, created by or in any way originating with the Contracting Authority (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Contracting Authority provided under this Agreement and includes any Personal Data;

Data Processing Policy: the Contractor's data protection policy, available at [Data Protection Policies and Procedures - University of Galway](#), as updated from time to time.

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to the Data Protection Acts 1988-2018 of Ireland, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland.

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with Chapter III of the GDPR including their right of access, rectification of and erasure of their Personal Data

“Delete, Deleted, Deletion” and like words, shall mean the permanent removal of data and all traces of the data, by means of the physical destruction of the data, or the physical destruction of the medium used to store the data, or the overwriting of the data, in accordance with internationally accepted data erasure standards using data sanitation software;

“Deliverable” means the items identified as such in this Agreement, in the RFT or in the PO, together with any other materials or items provided by or on behalf of the Contractor to the Contracting Authority in the course of providing the Services;

“Dispute” has the meaning assigned to it in Clause 16.1;



Documentation: the document made available to the Contracting Authority by the Contractor online via [WEB ADDRESS] or such other web address notified by the Contractor to the Contracting Authority from time to time which sets out a description of the Services and the user instructions for the Services.

“Employee Information” has the meaning assigned to it in Clause 14.4;

“Equipment” has the meaning assigned to it in Clause 27.1;

“Euro” or **“€”** means the lawful currency for the time being of the participating member states of the European Union;

“Force Majeure Event” has the meaning assigned to it in Clause 13.1;

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident: any Vulnerability, Virus or security or cyber incident which:

- a) may affect the Software or the Services;
- b) may affect the Contractor's network and information systems, such that it could potentially affect the Contracting Authority or the Software or the Services;
- c) may affect the Data; or
- d) is reported to the Contractor by the Contracting Authority.

“Impact Assessment” has the meaning assigned to it in Clause 29.3;

[“Implementation Services” means the services associated with the design, implementation, configuration and data migration of the system, as more particularly described in Schedule B: The Specification;]

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Key Personnel” has the meaning assigned to it in Clause 30.1;

Mandatory Policies: the Contracting Authority's business policies and codes listed in Schedule D2, as amended by notification to the Contractor from time to time.

Mitigate: the taking of such reasonable steps that would be taken a prudent Contractor in accordance with Good industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal



of affected protocols or functionality in their entirety) provided these are approved by the Contracting Authority in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

Normal Business Hours: [8.00 am to 6.00 pm] local Irish time, each Business Day.

“Purchase Order (PO)” means a PO by which the Contracting Authority directs the Contractor to provide the Services which shall contain a description of the relevant Services, and the Subscription Fees for same; and may further outline the agreed timing or schedule for provision of the Services, details of the Key Personnel for delivery of the Services and such other terms and conditions that the parties may have agreed in respect of the relevant Services;

“Personal Data” has the meaning given under Data Protection Laws;

“Personal Data Breach” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

“Regulations” means the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);

“Replacement Contractor” means any third party supplier of Replacement Services appointed by the Contracting Authority from time to time.

“Replacement Personnel” has the meaning assigned to it in Clause 30.1;

“Replacement Services” means any services which are identical or substantially similar to any of the Services and which the Contractor receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Contracting Authority internally or by any Replacement Contractor;

“Services” means the subscription services [and Implementation Services] provided by the Contractor under this Agreement via [website address to be inserted] or any other website notified to the Contracting Authority by the Contractor from time to time, as more particularly described in Schedule B: The Specification, and / or the PO.

Software: the online software applications provided by the Contractor as part of the Services.

“Subscription Fees” means the subscription fees payable by the Contracting Authority to the Contractor for the User Subscriptions as stipulated in Schedule C: Prices, Rates and Charges;

Support Services Policy: the Contractor's policy for providing support in relation to the Services as made available at [WEB ADDRESS] or such other website address as may be notified to the Contracting Authority from time to time;

“Specification” means the Services described in Schedule B: The Specification;

“Sub-Processors” shall mean any person or legal entity which is not party to the Agreement between the Contracting Authority and the Contractor, and which is engaged by the Contractor to perform any or all of its obligations in relation to the Processing of Contracting Authority Personal Data, including for the avoidance of doubt, a Contractor group company including subsidiaries and affiliates;



“Transitional Period” shall mean [insert an adequate period of time, e.g. 3 months] from the date of the notice of termination or the expiry of this Agreement;

“User Subscriptions”: the user subscriptions purchased by the Contracting Authority pursuant to 30.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement;

“Virus”: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Vulnerability”: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2 CONTRACTOR’S OBLIGATIONS

- 2.1 The Contractor undertakes to act with due care, skill and diligence in the supply of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its staff and subcontractors. The Contractor shall procure that its agents and subcontractors exercise due care, skill and diligence in the supply of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and subcontractors under this Agreement.



- 2.2 In consideration of the payment of the Subscription Fees and subject to clause 7 (Payment) the Contractor shall: (a) supply the Services in accordance with the Specification, Good Industry Practice, the PO, the Contracting Authority's directions and the terms of this Agreement; (b) comply with the Mandatory Policies; and (c) supply the Services in accordance with Good Industry Practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the Regulations (d) not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and (e) it will notify the Contracting Authority in writing immediately upon the occurrence of a change of Control of the Contractor. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- 2.3 During this Agreement the Contractor shall be an independent contractor and not the employee of the Contracting Authority. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Contracting Authority for any purposes whatsoever.
- 2.4 The Contracting Authority acknowledges that the Contractor may from time to time be dependent on the Contracting Authority to facilitate the Contractor in the carrying out of its duties under this Agreement. The Contracting Authority agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 15 (Contract Management).
- 2.5 The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, hold harmless and keep the Contracting Authority indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.



3 SUBCONTRACTING

3.1

The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Agreement hereby assumes liability for its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 2.2(d) above, to the extent that it or they are retained by the Contractor.

3.2

The Contractor shall notify the Contracting Authority no less than 45 days prior to subcontracting or delegating any of its obligations under this Agreement and shall provide such information in relation to the proposed subcontractor as the Contracting Authority may reasonably request from time to time. A list of current subcontractors as of the date of this Agreement is provided at Schedule F.

3.3

Without prejudice to clause 16 (Assignment and Subcontract), the Contractor shall, no later than 45 days prior to making any changes to the list of subcontractors set out in Schedule F notify the Contracting Authority as soon as possible of any changes in the list of subcontractors and/or changes to the name, contact details and legal representatives of its subcontractors. Where the Contracting Authority objects to the addition or substitution of a subcontractor in Schedule F in its reasonable discretion, the Contracting Authority shall have the right to terminate this Agreement forthwith by serving notice to the Contractor to that effect without liability to the Contractor for compensation or damages.

3.4

Without prejudice to clause 2.2(c), where the Contracting Authority becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any subcontractor, the Contracting Authority reserves the right to require the Contractor to immediately replace such subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the subcontractor and a requirement that the subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.



4 PAYMENT

- 4.1 Subject to the provisions of this clause 4, the Contracting Authority shall pay and discharge the Subscription Fees (plus any applicable VAT), in the manner specified in the PO. Invoicing arrangements shall be on such terms as directed by the Contracting Authority on the PO.
- 4.2 Discharge of the Subscription Fees is subject to: (a) Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 15 (Contract Management); (b) The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed; (c) PDF Invoices being submitted to SupplierInvoices@universityofgalway.ie (as set out in this Agreement). the Contracting Authority requires the Contractor to generate a single invoice per Purchase Order.
- 4.3 All and any queries relating to the invoice for the Services for any billing period must be raised by the Contracting Authority within 30 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 30-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Contracting Authority. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and (d) the Contracting Authority being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- 4.4 The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- 4.5 Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Authority in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Subscription Fees or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

5 WARRANTIES, REPRESENTATIONS & UNDERTAKINGS

- 5.1 The Contractor acknowledges, warrants, represents and undertakes that: (a) it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Services hereunder; (b) it is entering into this



Agreement with a full understanding of its material terms and risks and is capable of assuming those risks; (c) it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations; (d) it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Services as they apply to the Contractor; (e) it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement; (f) Where applicable as determined by the Contracting Authority, it has inspected the Contracting Authority's systems, premises, lands and facilities before submitting the Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement; (g) The Contractor confirms that none of the excluding circumstances listed in Clause 57 of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts) apply to the Contractor, and shall not apply throughout the duration of this Agreement; (h) the Contracting Authority shall be under no obligation to purchase any minimum number or value of Services; (i) it shall cooperate with the Contracting Authority in all matters relating to the Services and comply with the Contracting Authority's instructions; (j) the Services are [ISO/IEC 27001 accredited; [SSAE [16][18] SOC 2 certified; and ISAE 3402 certified;](k) shall take all reasonable step] not to introduce any Viruses into the Customer's network and information systems via the Services or Software or otherwise.

- 5.2 The Contractor shall indemnify, defend and hold harmless the Contracting Authority, the Authorised Users, its affiliates and subsidiaries and its and their officers, directors and employees against any and all liabilities, costs, expenses, damages and direct losses and all other reasonable professional costs and expenses) suffered or incurred or paid by the Contracting Authority arising out of or in connection with any claim brought against the Contracting Authority for actual or alleged infringement of a third party's intellectual property rights in any jurisdiction.
- 5.3 If the Contractor is required to indemnify the Contracting Authority under this Clause 5, the Contracting Authority shall:
- 5.3.1 notify the Contractor in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 5.2) **(IPRs Claim)**;
 - 5.3.2 allow the Contractor, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Contractor shall obtain the Contracting Authority's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 5.3.3 provide the Contractor with such reasonable assistance regarding the IPRs Claim as is required by the Contractor, subject to reimbursement by the Contractor of the Contracting Authority's costs so incurred; and



- 5.3.4 not, without prior consultation with the Contractor, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Contractor considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Contracting Authority into disrepute.
- 5.4 In the defence or settlement of any claim, the Contractor may procure the right for the Contracting Authority to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing.
- 5.5 The Contractor, its employees, agents and sub-contractors shall not be liable to the Contracting Authority to the extent that the alleged infringement can demonstrably shown to be based solely on:
- 5.5.1 the Contracting Authority's use of the Services or Documentation in breach of this Agreement; or
- 5.5.2 the Contracting Authority's use of the Services or Documentation after notice of the alleged or actual infringement from the Contractor or any appropriate authority.
- 5.5.3 The Contractor undertakes to notify the Contracting Authority forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 5.1 and to comply with all reasonable directions of the Contracting Authority with regard thereto which may include termination of this Agreement.

6 REMEDIES

- 6.1 The Contractor shall be liable for all and any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, loss of, corruption or damage to, Data, bad faith, wilful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 2. The sum to be recoverable by the Contracting Authority shall include but not be limited to:
- a) sums paid by the Contracting Authority to the Contractor pursuant to this Agreement;
- b) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- c) losses incurred by the Contracting Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Contractor personnel, regulator or Contracting Authority of the Contracting Authority) against the Contracting Authority caused by the act or omission of the Contractor.

The terms of this clause 6 shall survive termination of this Agreement for any reason.



- 6.2 Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- 6.3 Should the Contracting Authority find itself obliged to obtain the Services from an alternative contractor in consequence of the failure of the Contractor to deliver the Services, the Contracting Authority shall be entitled to recover from the Contractor any charges in excess of the Subscription Fees which may be paid by the Contracting Authority to such alternative contractor.
- 6.4 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 6.5 Save in respect of fraud, gross negligence, personal injury or death, the limit of the Contractor's aggregate liability to the Contracting Authority under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 150% of the Subscription Fees paid or projected to be paid (whichever is higher) under this agreement regardless of the number of claims.
- 6.6 Save in respect of fraud, gross negligence, personal injury or death, the limit of the Contracting Authority's aggregate liability to the Contractor under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 150% of the Subscription Fees paid or projected to be paid (whichever is higher) under this agreement regardless of the number of claims.

7 INTELLECTUAL PROPERTY

- 7.1 The Contractor hereby grants to the Contracting Authority a non-exclusive, nontransferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Contracting Authority's business operations.
- 7.2 The rights provided under this clause 7 are granted to the Contracting Authority and any subsidiary of the Contracting Authority.
- 7.3 The Contracting Authority acknowledges and agrees that the Contractor and/or its licensors own all Intellectual Property Rights in the Software and the Documentation. Except as expressly stated in this agreement, this agreement does not grant the Contracting Authority any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.



- 7.4 The Contractor confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 7.5 Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for the Contractor or the Contracting Authority independently of this Agreement, and any IPR in the Contractor's standard hardware and software products or modifications or updates to such products.
- 7.6 All Intellectual Property Rights title and interest in all reports, data manuals and/or other materials (other than the Software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Contracting Authority and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Contracting Authority absolutely.
- 7.7 The Contracting Authority grants to the Contractor a royalty-free non-exclusive licence to use the Contracting Authority's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 7, all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- 7.8 Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- 7.9 The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Contracting Authority shall be vested with all necessary rights so as to enable the Contracting Authority to enjoy the benefit of the Services for its business purposes).
- 7.10 Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Contracting Authority all the Materials prepared up to the date of termination. The provisions of this clause 7 will survive the expiration or termination of this Agreement for any reason.



8 CONFIDENTIALITY

- 8.1 Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except:- (a) If its professional advisers are subject to the provisions of this clause 8; or (b) as may be required by law; or (c) as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or (d) in the case of the Contracting Authority by request of any person or body or authority whose request the Contracting Authority or persons associated with the Contracting Authority (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- 8.2 The Contractor undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information and shall comply with a Confidentiality Agreement issued by the Contracting Authority to the Contractor.
- 8.3 The obligations in this clause 8 will not apply to any Confidential Information: (a) in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or (b) which is or becomes public knowledge other than by breach of this clause; or (c) is independently developed by the disclosing Party without access to or use of the Confidential Information; or (d) is lawfully received by the disclosing Party from a third party (with full right to disclose).
- 8.4 The Contractor acknowledges that the security of the State and its information is of paramount importance to the Contracting Authority. Accordingly, the Contractor confirms that it will, if requested by the Contracting Authority, from time to time, submit full personal details (including those of subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Contracting Authority arising therefrom.
- 8.5 In circumstances where the Contracting Authority is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Contracting Authority receiving a request for information related to this Agreement, the Contracting Authority may, but is not obliged to, consult with the Contractor in respect of the request. The Contractor shall be required to identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity within the Submission, or on commencement of the Agreement. The Contracting Authority may consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.



- 8.6 The Contractor acknowledges that the Contracting Authority Data is the Confidential Information of the Contracting Authority.
- 8.7 In performing its obligations under this Agreement, the Contractor shall comply with the Mandatory Policies.
- 8.8 The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9 DATA PROTECTION & SECURITY

- 9.1 The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- 9.2 The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data.
- 9.3 Without prejudice to the generality of clause 9.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement comply with the provisions of Article 28 GDPR, including, without limitation: (a) process that Personal Data only on the written instructions of the Contracting Authority; (b) ensure that it has in place appropriate technical and organisational measures, as may be reviewed and approved by the Contracting Authority (on seven days written notice by the Contracting Authority), 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); (d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled; (i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation); (ii) the data subject has enforceable rights and effective legal remedies; (iii) The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and (iv) The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;



- 9.4 The Contractor shall promptly but no later than 72h of becoming aware notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- 9.5 The Contractor shall without undue delay but no later than 72h of becoming aware, or (as applicable) its Sub-Processors becoming aware, report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data. When notifying the Contracting Authority of a Personal Data Breach, the Contractor shall ensure the notification includes, at a minimum, the information listed in Article 33(3) of the GDPR.
- 9.6 The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, Impact Assessments and consultations with supervisory authorities and regulators.
- 9.7 Upon termination or the completion of the Agreement, the Contractor shall, at the request and choice of the Contracting Authority, Delete or return to the Contracting Authority, all Contracting Authority Personal Data held by the Contractor and (as applicable) their Sub-Processors:
- 9.7.1 Where the Contracting Authority has requested the Contractor Delete the Contracting Authority Personal Data, the Contractor shall ensure all Contracting Authority Personal Data and all the copies thereof (irrespective of format) held by the Contractor and (as applicable) their Sub-Processors is Deleted from all of the Contractor's and (as applicable) their Sub-Processors' IT systems, IT devices, mobile computer devices, removable storage devices and Servers within 30 calendar days. The Contractor shall notify the Contracting Authority in writing, when they and (as applicable) their Sub-Processors have completed the Deletion process;
- 9.7.2 Where the Contracting Authority has requested the Contractor return the Contracting Authority Personal Data, the Contractor shall ensure all Contracting Authority Personal Data and all the copies thereof (irrespective of format) held by the Contractor and (as applicable) their Sub-Processors is returned to the Contracting Authority within 30 calendar days. The Contractor shall ensure all Contracting Authority Personal Data held electronically by the Contractor and (as applicable) their SubProcessors is returned to the Contracting Authority in a commonly used electronic format;
- 9.7.3 In circumstances where, after the termination or completion of any Contracts, the Contractor is required under European Union or Irish Law to retain a copy of any Contracting Authority Personal Data, the Contractor undertakes to supply the Contracting Authority in writing, unless prohibited by law, with the full details of any Contracting Authority Personal Data they are legally required to retain and the details of the European Union or Irish Law governing this



requirement. In such circumstances, the Contractor shall ensure all Contracting Authority Personal Data is appropriately secured and encrypted at all times to a standard which is satisfactory to the Contracting Authority and shall ensure that the Contracting Authority Personal Data is only processed for the specific legal retention purpose so-notified to the Contracting Authority. When the Contractor is no longer legally required to retain the Contracting Authority Personal Data, the Contractor shall, at the request and choice of the Contracting Authority, Delete or return to the Contracting Authority, the Contracting Authority Personal Data in accordance with Clauses 9.7.1 and 9.7.2 of this Agreement.

- 9.8 Upon termination or the completion of the Agreement, the Contractor shall return to the Contracting Authority with immediate effect, all Contracting Authority IT devices, mobile computer devices, removable storage devices, phones, parking permits, I.D. badges and any other equipment which the Contracting Authority provided to the Contractors employees and contractors. The Contractor shall permit the Contracting Authority, the Data Protection Commission or other competent supervisory authority for data protection, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply

with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

- 9.9 The Contractor shall fully comply with, and implement the Mandatory Policies relevant to the Contracting Authority Data.
- 9.10 At no additional cost to the Contracting Authority, the Contractor shall make available to the Contracting Authority all information necessary to demonstrate the Contractor's compliance with the obligations laid down in Article 28 of the GDPR and shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- 9.11 The Contractor shall:- (a) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data; (b) ensure that a back-up copy of any and all such Personal Data is made at least daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and (c) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- 9.12 The Contracting Authority authorises the Contractor to engage Sub-Processors as set out in this Clause 9 and not otherwise:
- 9.12.1 the Contractor may engage the Sub-Processors identified in Schedule G to undertake the processing activities specified in that Schedule on the Contractor's behalf, and



- 9.12.2 the Contractor may engage other Sub-Processors, and/or replace any SubProcessors with other Sub-Processors, provided that it provides the Contracting Authority with prior notice in writing containing details of the sub-processors that it engages and informs the Contracting Authority of any intended changes concerning the addition or replacement of such Sub-Processors and provides the Contracting Authority with a reasonable opportunity to object to such changes. The Contractor shall not engage any Sub-Processor except in accordance with this clause 9.
- 9.12.3 Where the Contracting Authority grants consent (or does not object) to the engagement of a sub-processor, the Contractor shall,
- 9.12.3.1 before any such sub-processing takes place:
- 9.12.3.1.1 enter into a binding written contract with the Sub-Processor imposing equivalent data protection obligations on the Sub-Processor as are contained in this Agreement and which contains an absolute prohibition against further sub-processing; and
- 9.12.3.2 comply with any other conditions as the Contracting Authority may require in its absolute discretion
- 9.12.3.3 adequately monitor the Sub-Processor in its compliance with its data protection obligations in relation to the sub-processing
- 9.13 Where the Contracting Authority has consented to the Contractor processing and/or transferring Contracting Authority Personal Data in or to a country outside the EEA, the Contractor may only process and/or transfer Contracting Authority Personal Data in or to:
- 9.13.1 A country outside the EEA in respect of which an adequacy decision made by the European Commission under Article 45(3) of the GDPR is in force;
- 9.13.2 A country outside the EEA subject to the execution of standard data protection clauses adopted by the EU Commission in accordance with the examination procedure referred to Article 93(2) of the GDPR, as provided for in Article 46(2)(c) and Article 46(2)(d) of the GDPR (the 'Standard Contractual Clauses') as between:
- a) the Contracting Authority and the Contractor (where the Contractor is receiving the Contracting Authority Personal Data (i.e. it is the data importer); and/or as applicable
- b) the Contractor and a Sub-Processor approved in accordance with Clause 5, where the Contractor is transferring the Contracting Authority Personal Data (i.e. it is the data exporter) and the Sub-Processor is receiving the Contracting Authority Personal Data (i.e. it is the data importer).
- 9.13.3 A country outside the EEA but where the transferee (i.e. the data importer) of the Contracting Authority Personal Data is a parent or subsidiary company of the Contractor, approved in accordance with Clause 5, provided that the Contractor and that parent or subsidiary company have adopted Binding Corporate Rules which have



been approved by the relevant national data protection supervisory authority under Article 47 of the GDPR.

- 9.14 For the purposes of Clause 9.13.2 above, the parties to the Standard Contractual Clauses shall undertake and document a risk assessment on the laws and practices in force within the country outside the EEA where the data importer is located (a 'Transfer Impact Assessment'), and where necessary implement supplementary measures. Where the Contractor, and not the Contracting Authority, is acting as the data exporter, the Contractor shall, upon request, make available to the Contracting Authority a copy of the Transfer Impact Assessment, and provide details of any supplementary measures implemented.
- 9.15 For the purposes of Clause 9.13.3 above, the Contractor and the transferee in the country outside the EEA, shall undertake and document a Transfer Impact Assessment, and where necessary implement supplementary measures. The Contractor shall, upon request, make available to the Contracting Authority a copy of the Transfer Impact Assessment, and provide details of any supplementary measures implemented.
- 9.16 Upon the written request of the Contracting Authority, the Contractor shall supply the Contracting Authority within 14 calendar days, with a complete list of all countries around the world, where the Contractor and (as applicable) their Sub-Processors are currently processing Contracting Authority Personal Data.
- 9.17 In the event that the transfer mechanism entered into under this Clause 9 of this Agreement ceases to be valid, the Contractor shall at the Contracting Authority's discretion:
- 9.17.1 Enter into and/or procure that any relevant Sub-Processor enters into an appropriate alternative data transfer mechanism;
- 9.17.2 Delete any Contracting Authority Personal Data in its and/or its Sub-Processor's possession; or
- 9.17.3 Return any Contracting Authority Personal Data in its and/or its Sub-Processor's possession to the Contracting Authority;
- 9.18 In the event that there ceases to exist any valid data transfer mechanism which would enable the Personal Data to be lawfully transferred by the Contracting Authority to the Contractor, the Contracting Authority shall be entitled to terminate the Agreement forthwith.
- 9.19 The provisions of this clause 9 shall survive termination and or expiry of this Agreement for any reason.

10 FORCE MAJEURE

- 10.1 A Force Majeure Event means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines,



excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or subcontractor or agent) places of business.

- 10.2 In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, the Affected Party shall promptly notify the other Party in writing specifying: (a) the nature of the Force Majeure Event; (b) the anticipated delay in the performance of obligations; (c) the action proposed to minimise the impact of the Force Majeure Event; and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- 10.3 If the Force Majeure Event continues for 28 calendar days either Party may terminate at 14 days' notice.
- 10.4 In circumstances where the Contractor is the Affected Party, the Contracting Authority shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

11 TERMINATION

- 11.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving six month's written notice to the Contractor.
- 11.2 Either Party shall have the right (in addition to its rights under clause 11.1 and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following: (a) if the other Party commits any material breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party; (b) if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; (c) in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Contractor which cannot, in the absolute discretion of the Contracting Authority, be removed by other means; and (d) in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Contractor.
- 11.3 The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds set out in Clause 57 of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts).



- 11.4 If requested by the Contracting Authority, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Contracting Authority ("Employment Information"). The Contractor agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition which relates to the provision of the goods, services, or software the subject matter of this Agreement upon expiry of the term or earlier termination of this Agreement for whatever cause.
- 11.5 Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.6 Transfer of Undertakings Information: It is acknowledged and agreed that if, on the termination or expiry of all or part of this Agreement, the provision of some or all of the Services are transferred to a new Contractor and such transfer constitutes a transfer of a business or undertaking within the meaning of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as may be amended), then the Contractor shall comply with its obligations under the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, including but not limited to its information and consultation obligations under Regulation 8, and it shall immediately once notified in writing by the Contracting Authority to do so, provide the necessary information including all employee information and assistance to a new Contractor and/or the Contracting Authority to allow the new Contractor to comply with its obligations (including providing a list of persons considered to be Retransferring Employees).
- 11.7 Contractor shall indemnify the Contracting Authority upon request against all demands, claims, proceedings, suits, judgements, losses, liabilities, costs, expenses, fees, penalty or fines, which may be suffered or incurred by the Contracting Authority arising out of or in connection with any such transfer, or any contract of employment so transferred to the Contracting Authority or a replacement service provider, or the termination of any such contract of employment by the Contracting Authority or a replacement service provider subsequent to any such transfer (which the Contracting Authority or a replacement service provider shall be free in its absolute discretion to terminate without prejudice to its rights under this Clause).
- 11.8 On termination of this agreement for any reason:
- 11.8.1 all licences granted under this agreement shall terminate and the Contracting Authority shall cease all use of the Services and/or the Documentation (unless otherwise agreed in writing) within 60 days of the date of termination of this agreement;
- 11.8.2 During the Transitional Period, the Contractor shall provide all assistance and information requested by Contracting Authority and shall co-operate with Contracting Authority and any Replacement Contractor to facilitate a smooth transition from the Contractor to the Replacement Contractor; and



- 11.8.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 11.9 On termination of this agreement for any reason, the Contractor:
- 11.9.1 shall make no further use of the Contracting Authority Data;
- 11.9.2 at the written direction of the Contracting Authority, the Contractor shall destroy or return the Contracting Authority Data or, in the case of any Contracting Authority Data in electronic form, Delete such Contracting Authority Data; and
- 11.9.3 the Contractor shall preserve all Contracting Authority Data in its possession until it has received any such instructions.

12 CONTRACT MANAGMENT

- 12.1 the Contracting Authority's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Contracting Authority from time to time. If requested in writing by the Contracting Authority, the Contractor shall meet formally with the Contracting Authority to report on progress and shall comply with all written directions of the Contracting Authority.
- 12.2 The Contractor agrees to: (a) liaise with and keep the Contracting Authority's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement; (b) maintain such records and comply with such reporting arrangements and protocols as required by the Contracting Authority from time to time and: (c) comply with all reasonable directions of the Contracting Authority.
- 12.3 the Contracting Authority or its Authorised Representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Contracting Authority thereby arising.

13 DISPUTES

- 13.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 13.2 The Dispute shall be referred as soon as practicable to one or more of the following persons, within the Contractor: (a) the Contractor's Business Manager, Account Manager (or similar titled position); (b) the Contractor's senior management representative / director; (c) the Contractor's Contact; AND, within the Contracting Authority: to the Contracting Authority's Contact and to the Head of Procurement and Contracts at the Contracting Authority;
- 13.3 Each Party shall advise the other Party within 10 days of any alterations to their primary contacts (the Contractor's Contact, and the Contracting Authority's Contact).



- 13.4 If the Dispute has not been resolved within fifteen (15) business days (or such longer period as may be agreed in writing by the Parties) of being referred to the relevant persons outlined in Clause 13.2, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 13.5 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Centre for Effective Dispute Resolution (CEDR) in Ireland to appoint a mediator.
- 13.6 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) business days of his/her appointment.
- 13.7 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 13.8 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, be suspended or be delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 13.9 No party shall be obliged to follow the procedures set out in Clauses 13.1 to 13.7 above where that party intends to apply for injunctive relief against any of the others provided that there is no delay in the prosecution of that application or from instituting proceedings to ensure that the relevant claim falls within the relevant limitation period.
- 13.10 In the event that the Dispute remains unresolved, the Parties agree that it shall be finally settled by arbitration in accordance with the UNCITRAL Model Law as provided for in the Arbitration (International Commercial) Act 2010.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that[, subject to the provisions of clause 13.10] the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

15 NOTICES

- 15.1 Any notice or other written communication to be given to the Contractor under this Agreement shall either be delivered personally, or sent by registered post or email, to one or more of the following persons, within the Contractor: (a) the Contractor's Business Manager, Account Manager (or similar titled position); (b) the Contractor's senior management representative / director; (c) the Contractor's Contact;



- 15.2 Any notice or other written communication to be given to the Contracting Authority, other than those relating to disputes (which must be delivered both to the Contracting Authority's Contact and to the Head of Procurement and Contracts at the Contracting Authority), under this Agreement must either be delivered personally, or sent by registered post or email, to the Contracting Authority's Contact;
- 15.3 All notices shall be deemed to have been served as follows: (a) if personally delivered, at the time of delivery; or (b) if posted by registered post, at the time of delivery confirmed by the relevant postal service; or (c) if communicated by email, on the next working day following transmission.

16 ASSIGNMENT AND SUBCONTRACTING

- 16.1 Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

16.2 Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

18. SEVERABILITY

- 18.1 If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

19. WAIVER

- 19.1 No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

20. NON-EXCLUSIVITY

- 20.1 Nothing in this Agreement shall preclude the Contracting Authority from purchasing Services from a third party at any time during the term of the Agreement.

21. MEDIA

- 21.1 No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Contracting Authority.



22. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- 22.1 The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Contracting Authority immediately should any conflict or potential conflict of interest come to its attention during the term of this Agreement and to comply with the Contracting Authority's directions in respect thereof. In the event of such notification, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- 22.2 Any registrable interest involving the Contractor (and any subcontractor or agent as the case may be) and the Contracting Authority, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Contractor (subcontractor or agent as the case may be) and the Contractor shall comply with the Contracting Authority's directions in respect thereof, to the satisfaction of the Contracting Authority. In the event of such disclosure, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- 22.3 The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 25.3 or the commission of any offence by the Contractor, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Contracting Authority to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

23. ACCESS TO PREMISES

- 23.1 Any of the Contracting Authority's premises made available from time to time to the Contractor by the Contracting Authority in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- 23.2 The Contractor shall upon reasonable notice by the Contracting Authority, and within a maximum of five working days, allow the Contracting Authority access to its premises (including the premises of any subcontractor or agent) where the Services are being performed for the Contracting Authority under this Agreement.



24. EQUIPMENT

24.1 The Contractor shall provide all materials necessary for the provision of the Services ("Equipment").

25. NON-SOLICITATION

25.1 For the term of this Agreement and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Contracting Authority nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

26. CHANGE CONTROL PROCEDURE

- 26.1 At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- 26.2 The change control procedures set out in this clause 29 will apply to all changes irrespective of whether the Contractor or the Contracting Authority proposes the change.
- 26.3 A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- 26.4 All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- 26.5 The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- 26.6 In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- 26.7 The Contractor and the Contracting Authority will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Contracting Authority's request for any variation is subsequently withdrawn but results in a delay in the supply of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

27. KEY PERSONNEL

27.1 The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel, (including employees, agents, independent consultants, etc. used by the Contractor for the supply and performance of the Services) as agreed with the Contracting Authority or otherwise proposed or assigned by it to supply the Services (the "Key Personnel") shall be available for the term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the supply of the Services to the



Contracting Authority. In the event that any of the Key Personnel assigned by the Contractor to supply the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Contracting Authority in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Contracting Authority such details as the Contracting Authority may reasonably require in writing regarding any Replacement Personnel. the Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

28. INSURANCE

- 28.1 The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property including IT systems and the Contractor shall maintain such insurance policies as will protect the Contracting Authority from said risks, including but not limited to the types and amounts of cover stated in the RFT.
- 28.2 In addition, where professional indemnity insurance is specified in the RFT, the Contractor is obliged to maintain this cover for a period of 6 years following completion of the Agreement.
- 28.3 The Contractor shall ensure that any sub-contractors who they engage to carry out the Contract also comply with all the insurance requirements of the Tender. The Contractor shall have a system in place to check and validate the insurances of any sub-contractors and ensure they satisfy the requirements of the Tender, including a specific indemnity in favour of the Contracting Authority in relation to the Employers & Public /Products Liability.
- 28.4 The Contractor shall procure, and at all times during the operation of the Contract keep in force with a reputable insurance company authorised to underwrite business in Ireland. The Policies must be placed with a reputable insurance company with a secure financial rating approved by AM Best, Moody or equivalent finance house.
- 28.5 The Contractor shall upon demand provide to the University evidence that the said policy or policies are in full force and effect and shall provide certified extracts reasonably acceptable to the University. Such insurance shall in no event be cancelled or allowed to lapse by the Consultant during the term of the Contract.

29. ORDER OF PRECEDENCE FOR ANY ADDITIONAL CLAUSE(S)

- 29.1 The terms and conditions of any additional clauses added after this clause 29 shall not in any way be read, interpreted or construed to overrule the previous terms and conditions of this Schedule A and of the Agreement Recitals.
- 29.2 In the event that any terms or conditions in any additional clause hereafter do conflict with the Agreement recitals and Schedule A Terms and Conditions of clause 1 to clause 29 inclusive, the terms and conditions of the Agreement recitals and clause 1 to clause 29 inclusive shall take precedence.



30. ADDITIONAL CLAUSES

30.1 USER SUBSCRIPTIONS

30.1A If applicable, the Contracting Authority shall not:

1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software;
2. access all or any part of the Services and Documentation in order to build a product or service which commercially competes with the Services and/or the Documentation;
3. subject to the services set out in the RFT license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
4. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 30.1.

30.1.D The Contracting Authority shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Contractor.

30.1 E The Contracting Authority shall:

- a. provide the Contractor with:
 - i. reasonable co-operation in relation to this agreement; and
 - ii. reasonable access to such information as may be required by the Contractor;
- b. without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement.



30.2 ADDITIONAL USER SUBSCRIPTIONS

1. Subject to clause 2.2 and clause 3, the Contracting Authority may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in this Agreement and the Contractor shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
2. If the Contracting Authority wishes to purchase additional User Subscriptions, the Contracting Authority shall notify the Contractor in writing and the Contractor shall activate the additional User Subscriptions within 30 days of the Contracting Authority's request.
3. The Contracting Authority shall, within 30 days of the date of the Contractor's invoice, pay to the Contractor the relevant fees for such additional User Subscriptions as set out in [Please insert] and, if such additional User Subscriptions are purchased by the Contracting Authority part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Contractor for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

30.3 SERVICES

1. The Contractor shall, during the Term, provide the Services and make available the Documentation to the Contracting Authority on and subject to the terms of this agreement.
2. The Contractor shall make the Services available 24 hours a day, seven days a week, except for:
 - a. planned maintenance carried out during agreed between the parties maintenance windows; and
 - b. unscheduled maintenance performed outside Normal Business Hours, provided that the Contractor has used reasonable endeavours to give the Contracting Authority at least [[6] Normal Business Hours'] notice in advance. c. .
3. The Contractor will, as part of the Services and at no additional cost to the Contracting Authority, provide the Contracting Authority with the Contractor's standard Contracting Authority support services during Normal Business Hours in accordance with the Contractor's Support Services Policy in effect at the time that the Services are provided. The Contractor may amend the Support Services Policy on no less than ninety (90) days' notice in writing to the Contracting Authority and shall ensure that any amendment to the Support Services Policy does not adversely affect, reduce, or change the Support Services. If the Contracting Authority does not agree to the Contractor's updated Support Services Policy, the Contracting Authority may terminate this agreement on no less than thirty (30) days' prior written notice to the Contractor without liability for compensation or damages.

30.4 CONTRACTING AUTHORITY DATA

1. The Contracting Authority shall own all right, title and interest in and to all of the Contracting Authority Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Contracting Authority Data.
2. The Contractor shall, in providing the Services, comply with all Mandatory Policies, as may be amended from time to time by the Contracting Authority in its sole discretion. **33.5 Contractor's obligations**



1. The Contractor:

- a. warrants that the Services are [ISO/IEC 27001 accredited; [SSAE [16][18] SOC 2 certified; and ISAE 3402 certified;[TO BE CONFIRMED]]
- b. in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the term of this agreement;
- c. shall provide to the Contracting Authority with a complete copy of each audit or other report received by the Contractor in connection with such accreditation(s) and certification(s) within 10 Business Days after the Contractor's receipt of such report; and
- d. shall take all reasonable steps not to introduce any Viruses into the Contracting Authority's network and information systems via the Services or Software or otherwise.

33.7 SECURITY OF NETWORK AND INFORMATION SYSTEMS

1. The Contractor warrants that the information on the security of its network and information systems is up to date and accurate and that it will update the Contracting Authority immediately if there are any changes to such information.
2. The Contractor shall notify the Contracting Authority immediately it becomes aware of any Incident, and respond without delay to all queries and requests for information from the Contracting Authority about any Incident, whether discovered by the Contractor or the Contracting Authority, in particular bearing in that the Contracting Authority may be required to comply with statutory or other regulatory timescales.
3. The Contractor will use its reasonable endeavours to ensure the continuity of the Services at all times in accordance with the information on business continuity management set out and any relevant policies referred to in clause 33.7.5(a), with a view to ensuring the continuity of any services to be provided by the Contracting Authority that rely on the Services or Software.
4. The Contractor agrees to co-operate with the Contracting Authority in relation to:
 - a. any requests for information, or inspection, made by any regulator; and b. any Incident.
5. The Contractor shall (and warrants and represents that it shall) at all times in accordance with Good Industry Practice:
 - a. implement, operate, maintain, and adhere to, an incident management process which shall enable the Contractor, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its data protection reporting obligations; and
 - b. mitigate against all Incidents.
6. The Contractor shall provide copies of the policies referred to in clause 5.a promptly on request by the Contracting Authority.



SCHEDULE B: THE SPECIFICATION

The Specification shall be as per the services specifications provided by the Contracting Authority in the RFT [and/or as further specified in any quotation request issued on foot of this Framework, and response from the Contractor thereto].

End-Users may use this Schedule B to highlight any of the core specifications that were stipulated at Tender, or, to add any new specifications that were offered by the Contractor that varied slightly from the core tender specifications but were deemed acceptable at evaluation.



SCHEDULE C: PRICES, RATES AND SUBSCRIPTION FEES

The Prices , Rates and Subscription Fees for delivery of the Specification shall be as outlined by the Contractor in the Submission, subject to the terms outlined in the RFT, and summarised below [,save for any requirements which have not specifically been priced as part of the Tender process, which shall be subject to quotations provided as part of a mini competition from the Framework]:

Detail Fixed fees / add in rates tables, if applicable / confirm if capped or fixed, etc.



SCHEDULE D: SERVICE LEVELS

The Service Levels shall be as per the Specification provided by the Contracting Authority in the RFT and in the Agreement [and/or as further specified in any quotation request issued on foot of this Framework, and response from the Contractor thereto].

End-Users may use this Schedule D to highlight again any service level criteria previously listed at Tender, or, to add any new service levels that were offered by the Contractor that varied slightly from the core tender service but were deemed acceptable at evaluation.



D2 MANDATORY POLICIES

LIST THE MANDATORY POLICIES HERE The
Mandatory Policies are:

Data and Privacy Policy

Ethics and Anti-Bribery Policy

Expenses and Hospitality Policy

Cybersecurity Policy

Business Continuity and Disaster Recovery.



SCHEDULE E: DATA PROTECTION

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

: To be tailored to the circumstances of each case.

1. Processing by the Contractor

1.1 Subject matter of processing: The provision of **input the general description of the service and in particular details of the personal data of individuals being processed here** , and associated staff.

1.2 Nature and Purpose of processing: The personal data will be transferred from one location to the other for the purposes of the Contractor performing the processing activities described in this Agreement and the RFT to assist the University in the performances of its tasks, contractual obligations and associated activities.

1.3 Duration of the processing: The personal data will only be held for as long as it takes to perform each specific task under the awarded contract. The overall duration of retention shall not be retained beyond the end date of this contract.

2. Types of personal data: May include a wide variety of personal data, general personal data, special category of personal data such as but not limited to name, phone number, date of birth, health data, age, address, occupation, income, medical records.
[Please insert details of the personal data being processed]

3. Categories of data subject: Staff, student, contractor, research participant, third parties.



SCHEDULE F: SUBCONTRACTORS

[INCLUDE LIST per clause 3]



Schedule G: Subprocessors

[INCLUDE LIST per clause 3]



Schedule H: Submission

[Successful tenderer's Submission in response to the RFT (including and standard service delivery documents) to be included here]

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written

direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, 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);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

End of Document