



FRAMEWORK AGREEMENT

BETWEEN

THE SUSTAINABLE ENERGY AUTHORITY OF IRELAND

AND

Framework Member

IN RESPECT OF SEAI'S ENERGY POVERTY PROGRAMME

DATED:

MULTI-PROVIDER FRAMEWORK AGREEMENT



European Union
European Regional
Development Fund

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FRAMEWORK AGREEMENT

This Agreement is entered into on the **Date Month 2026** by and between **The Sustainable Energy Authority of Ireland**, a statutory corporation established pursuant to section 4 of the Sustainable Energy Act 2002, with a place of business at Three Park Place, Upper Hatch Street, Dublin 2 (hereinafter called the “**Authority**” or “**SEAI**”) and **Framework Member** a company incorporated in Ireland with registration number **xxxx** with its principal place of business at **xxxxxxx** (hereinafter called the “**Contractor**”). The Contractor and the Authority may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. By Request for Tender dated **xxxxx** the Authority invited tenders for appointment to a multi-provider Framework for the delivery of Works as part of the Authority’s Energy Poverty Programme.
- B. The Contractor is an expert in the provision of works of a similar scope, nature, scale and complexity to the contemplated Works and submitted a Tender for appointment to the Framework.
- C. After an evaluation of all the tenders, and in reliance on the Contractor’s expertise and representations in its Tender, the Contractor was selected as one of a number of contractors for appointment to the Framework (also referred to in this Agreement as “*Participants*”) to provide the Works subject to this Agreement being entered into between the Authority and the Contractor.
- D. The Authority wishes to appoint the Contractor to the Framework, and the Contractor wishes to be appointed to the Framework subject to, and in accordance with, the terms and conditions of this Agreement.

Now it is hereby agreed as follows:

1. INTERPRETATION

- 1.1 In this Agreement, the following terms have the following meanings unless the context otherwise provides:

“**Adjustment Date**” means the first day of the second month after the Review Date which is the date upon which any price adjustment shall apply;

“**Agreement**” means these terms and conditions and Schedules, the Allocation Offer (and, subject to Clause 1.6, the Contractor’s acceptance), Orders, Works Orders, the Request for Tender (including documents attached to it such as the Scheme Guidance Documents) and the Tender;

“**Allocation Offer**” means an offer issued by the Authority, following the completion of its allocation planning process, to a Participant in accordance with the Framework Rules (by email or other means of communication chosen by the Authority) offering the Participant concerned an allocation of Works;

“**Allocation Round**” means the event of allocating homes to the Framework in accordance with the Framework Rules;

“**Charges**” means the fee payable by the Authority to the Contractor for the provision of Works under a Works Order and which shall be determined in accordance with Clause 6;

“**Construction Regulations**” means the Safety, Health and Welfare at Works (Construction) Regulations 2013 – 2021, as may be amended or replaced from time to time;

“**Contractor Personnel**” means all persons employed, engaged or contracted by (a) the Contractor and (b) the Contractor’s subcontractors and all persons employed, engaged or contracted by the Contractor’s subcontractors, for the purpose of performing any of the requirements under this Agreement and includes the Key Personnel and the Key Subcontractors;

“**Contractor Portal**” means the system, database or management information system used by the

Authority from time to time to make Allocation Offers and allocate Works Orders to Contractors which, as at the date of this Agreement, constitutes an electronic order portal as more particularly described in the Operations Manual;

“**CPI**” means the consumer price index (all items) published by the Central Statistics Office, Ireland (including any successor or replacement thereof);

“**Default Event**” has the meaning given to it in Clauses 3.5, 5.1.8, 13.4 and 14.2;

“**Designated Date**” means the benchmark date for inflation statistics, using the latest CPI and WPI (as applicable) indices available as of the close of business on the Designated Date which occurs ninety (90) days following the tender deadline;

“**Dispute**” means any disputes, differences of opinion, matters and/or disagreements arising out of, in connection with or relating to this Agreement and/or its performance in any way;

“**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 “**GDPR**”), European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, Data Protection Acts 1988 and 2003 (except to the extent revoked), Data Protection Act 2018 and any other supervisory authority for data protection in Ireland, and/or the European Data Protection Board;

“**Domestic Technical Standards and Specifications Guidelines**” means the document referred to as such and appended to the RFT, as may be updated from time to time by the Authority in accordance with the terms of that document;

“**Effective Date**” has the meaning given to it in paragraph 1 of the Framework Rules;

“**Energy Poverty Programme**” means the Warmer Homes Scheme (“**WHS**”) Priority programme run by the Authority to alleviate energy poverty for certain eligible homeowners, which may be varied from time to time and which, as the date of this Agreement, includes the Warmer Homes Scheme Prioritisation Programme;

“**Framework**” means the multi-provider framework agreement in respect of the Works between the Authority and the Participants identified in paragraph 2 of the Framework Rules;

“**Framework Agreement**” means a framework agreement between a Participant and the Authority in respect of the Framework which shall, in respect of the Participants, comprise this Agreement;

“**Framework Rules**” means the framework rules set out in Schedule 1;

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, experienced and expert contractor in the Irish construction industry and sector engaged to carry out and provide services, works, duties, deliverables, functions, responsibilities and activities of a similar scope, nature, scale, complexity and importance to the Works (or the relevant part of them) and under the same or similar circumstances or conditions and doing its best in good faith to comply with its contractual obligations and applicable Legal Requirements;

“**Homeowner**” means the owner of any property or premises where Works are being carried out pursuant to a Works Order (and such other category of person who is eligible to participate in the Energy Poverty Programme, as determined by the Authority from time to time);

“**Insolvent**” means:

1. a receiver being appointed over any of the assets of the Contractor (excluding, for the avoidance of doubt, the appointment of a receiver over any assets where the relevant person holds a bare legal interest in trust for a third party);

2. the Contractor being unable to pay their debts as they fall due;
3. an event of default (however defined) occurring under the terms of any loan to the Contractor which would entitle the lender to call for early repayment thereof;
4. an event of default (however defined) occurring under the terms of any security, bond, convertible instrument or analogous instruments issued by the Contractor which would entitle the holder thereof to enforce same prior to the stated maturity thereof;
5. an encumbrancer taking possession of or being appointed over, or any distress, execution or other process being levied or enforced upon the whole or any part of the assets of the Contractor;
6. the Contractor ceasing or threatening to cease to carry on business;
7. the Contractor taking any step calculated or likely to result in obtaining protection from creditors, or where that step would not be effective in Ireland, could render creditors seeking to enforce proceedings for contempt or attachment of assets in the jurisdiction where the step was taken;
8. where the Contractor is an individual:
 - a. the person being adjudicated bankrupt;
 - b. a bankruptcy petition is issued by a third party which is not withdrawn within five (5) days;
 - c. a bankruptcy petition is issued by the individual in respect of their own bankruptcy;
 - d. the person instructs a personal insolvency practitioner pursuant to section 53 of the Personal Insolvency Act 2012 (as amended); or
 - e. the person dies or becomes incapable of managing their affairs;
9. where the Contractor is a body corporate, otherwise than in the context of a solvent reconstruction or amalgamation which has been previously approved in writing by the Authority:
 - a. an administrator, administrative receiver, trustee, examiner, or liquidator being appointed;
 - b. the passing of any resolution of the board to call a meeting of members of the company to approve the winding up of the body corporate;
 - c. circumstances existing whereby the body corporate is capable of being deemed to be unable to pay its debts pursuant to section 570 of the Companies Act 2014;
 - d. a meeting of creditors of the body corporate is called, or a written resolution of the creditors of the Company is proposed to approve a scheme pursuant to sections 450 or 676 of the Companies Act 2014;
 - e. the presentation of a petition for the winding up of the body corporate, which is not dismissed or withdrawn within fourteen (14) Working Days;
 - f. an insolvency event occurring in respect of any member of a group of companies (as defined in section 8 of the Companies Act 2014) of which the body corporate is a member which is likely to have a material effect on the ability of the body corporate to fund its on-going operations; or
 - g. an insolvency event occurring in respect of any member of a cash pool of which the body corporate is a member;
10. where the Contractor is a partnership:

- a. the partnership is dissolved; or
 - b. any of the insolvency events set out in this clause apply to any of the partners in the partnership; and
11. the occurrence of any event analogous to any of the foregoing in any jurisdiction and, in particular and without limiting the generality of the foregoing, the commencement of, or steps preparatory to the commencement of, any insolvency proceedings listed in Annex A of the recast Insolvency Regulation (EU) 2015/848 or analogous events and this shall continue to apply even where the Member State in which such steps are taken has ceased to be a member of the European Union;

“Key Personnel” means those persons identified by the Contractor in the Tender to provide the Works to the Authority as more particularly identified in Schedule 2 (or their authorised replacements appointed in accordance with Clause 9.3);

“Key Subcontractors” means those subcontractors identified by the Contractor in the Tender to provide the Works to the Authority as more particularly identified in Schedule 2 (or their authorised replacements appointed in accordance with Clause 9.3);

“Legal Requirements” means all laws for the time being and from time to time having the force of law in Ireland including:

- a. common law, any enactment, statute or statutory instruments or orders made thereunder and directives, regulations, rules, byelaws, codes, orders and decrees;
- b. any consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other similar matters, which are required in order for the Contractor (and/or any Contractor Personnel) to provide the Works;
- c. any European Union Directive or Regulation as implemented or applicable in Ireland;
- d. any requirement imposed by any industry code, European, national or equivalent international standards; and
- e. any interpretation of law or finding contained in any judgment given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired and which has not at the relevant time been reversed or modified.

“Managing Agent” means the managing agent appointed and working on behalf of the Authority assisting in quality assurance and programme operations;

“Operations Manual” means the document referred to as such and appended to the RFT, as may be updated from time to time by the Authority in accordance with the terms of that document;

“Participant” means, as the context admits or requires, any one of the persons appointed to the Framework as more particularly identified in paragraph 2 of the Framework Rules;

“Personal Data” has the meaning given to it in Data Protection Laws and includes all such data collected or processed in connection with the performance by the Contractor of its obligations under this Agreement including such data relating to a Homeowner (and/or a representative of the Homeowner and occupier of any premises of a Homeowner) provided to the Contractor by the Authority or collected by the Contractor from a Homeowner (and/or a representative of the Homeowner and occupier of any premises of a Homeowner) in connection with this Agreement;

“Quality Assurance and Disciplinary Procedure” or “QADP” means the document referred to as such and appended to the RFT, as may be updated from time to time by the Authority in accordance with the terms of that document;

“Relevant Consents” means all consents, permissions, approvals, authorisations, certificates,

licences, permits, exemptions, filings, registrations, notarisations and other matters, whether official, statutory or otherwise, which are required (or which would, in accordance with prudent industry practice, normally be obtained) from time to time in connection with the right or obligations to carry out the Works or to otherwise perform obligations under this Agreement;

“Remedial Works” are upgrading or repair works that must be carried out in order to allow the Works to be commenced;

“Request for Tender” or **“RFT”** means the “Request for Tender” document for appointment to the Framework issued by the Authority on 4 December 2025, together with all written clarifications issued by the Authority in respect of it in accordance with its terms;

“Response to the Allocation Offer” means a Participant’s response in accordance with the Framework Rules (by email, through the Contractor Portal or other means of communication chosen by the Authority) to the Allocation Offer setting out the Works they wish to accept;

“Review Date” means each yearly anniversary of the Designated Date;

“Reworks” means any works which are identified by the Authority (directly or through its Managing Agent) during the course of an inspection or otherwise which should be undertaken in order to: (i) ensure the Works are brought into compliance with the applicable Works Order, or (ii) remedy any defect or failure of or in the Works which is identified following completion of the Works;

“Schedule of Rates” means the schedule of rates for items of Works set out in Schedule 3;

“Scheme Guidance Documents” means such codes, guidelines, manuals, instructions and other documents in respect of the Energy Poverty Programme, the Works and this Agreement issued by the Authority from time to time, and as amended from time to time, and which, as at the date of this Agreement, include the Operations Manual, the Domestic Technical Standards and Specific Guidelines and the Quality Assurance and Disciplinary Procedure and in each case includes:

- a. any documents referenced in such codes, guidelines, manuals, instructions and other documents which are expressed to be, or which by their nature are, binding or which a contractor seeking to comply with its obligations in accordance with Good Industry Practice would follow as if it were binding; and
- b. any successor to such codes, guidelines, manuals, instructions and other documents from time to time;

“Term” has the meaning set out in paragraph 1 of the Framework Rules;

“Tender” means the tender dated 4th December 2025 and submitted by or on behalf of the Contractor to the Authority in response to the Request for Tender, and all subsequent clarifications provided by the Contractor in relation thereto which have been accepted by the Authority;

“Working Day” means any days of the week except a Saturday or Sunday or a bank or public holiday in Ireland;

“Works” mean the implementation of energy efficiency measures in eligible households in connection with the Energy Poverty Programme, which are described in general in the RFT and Tender, but are more particularly specified in each Works Order and which shall include all necessary design, construction, installation, testing, commissioning, and any Reworks as may be required (and, as the context admits or requires, include any part or parts thereof and any materials or sundries supplied or used in connection with them or any remedial, ancillary, incidental, and temporary works) in accordance with this Agreement;

“Works Order Acceptance Letter” means the letter, or other form of communication as chosen from time to time, in the form set out in Schedule 4 (which is autogenerated and executed through the Contractor Portal once the Contractor accepts the Works Order) under which the Contractor confirms and accepts that:

- a. all Works in respect of each Works Order will be carried out subject to and in accordance with the terms and conditions of this Agreement; and
- b. it is appointed as project supervisor for the design process (“**PSDP**”) and project supervisor for the construction stage (“**PSCS**”) in accordance with the Construction Regulations, and will certify all works and related payments, collate necessary health and safety documentation and operational and maintenance documentation as required, in accordance with all applicable laws, regulations or binding guidance and in accordance with good industry practice in respect of the Works to be carried out under each Works Order;

“**Works Order**” means the Works Order issued by the Authority to the Contractor following receipt of the Response to the Allocation Offer in accordance with the Framework Rules (by assigning the Works to be completed through the Contractor Portal or other means of communication chosen by the Authority) and which sets out the Works to be completed and any other information considered relevant by the Authority (including any survey); and

“**WPI**” means the wholesale price index for Building and Construction Materials (Dataset WPM29) published by the Central Statistics Office, Ireland (including any successor or replacement thereof).

1.2 In this Agreement:

- 1.2.1 any reference to any provision of any legislation or regulation shall include any modification, re-enactment or extension thereof or any replacement legislation or regulation for the time being in force and from time to time whether made before or after the Effective Date;
- 1.2.2 the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies unless the context clearly indicates the contrary;
- 1.2.3 this Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered constitute an original; all such counterparts together constituting but one and the same instrument;
- 1.2.4 amendments to or modifications of this Agreement may be made only by mutual agreement of both Parties in writing and shall be subject to whatever approvals of appropriate authorities as may be required by Legal Requirements;
- 1.2.5 this Agreement shall become effective only upon the same being executed by or on behalf of the Parties hereto;
- 1.2.6 unless the contrary is stated references to:
 - (i) Schedules mean the schedules to this Agreement;
 - (ii) clauses means, as the context admits or requires, the clauses or sub-clauses of this Agreement;
 - (iii) paragraphs mean the paragraphs contained in the Schedule in question; and
 - (iv) “includes” or “including” shall be construed without limitation.

1.3 The documents comprising the Agreement should be read and construed as one. In the event of any ambiguity or conflict between the documents comprising this Agreement (including between the clauses and Schedules and between this Agreement and any Works Order Acceptance Letter), it will be resolved by the Authority at its absolute discretion in the manner which gives rise to the higher standard of work or performance for the Authority, or which is otherwise considered by the Authority to be most favourable to it (which determination shall be binding on the Contractor).

- 1.4 Each Party is entering into this Agreement as a principal on its own behalf.
- 1.5 Unless a right or remedy of the Authority is expressed to be an exclusive right or remedy, the exercise of it by the Authority is without prejudice to its other rights and remedies under this Agreement and/or at law or in equity. The Authority's rights under this Agreement survive any inspections, acceptances, confirmations, payments or similar matters in respect of any Works and any of the foregoing do not pass any responsibility or liability to the Authority in respect of the Works concerned and do not imply or suggest that the Contractor has fully complied with its obligations under this Agreement.
- 1.6 The Contractor irrevocably agrees that all terms, conditions, caveats, exclusions or similar contained in a response or acceptance by a Contractor of an Allocation Offer (i.e. the Response to the Allocation Offer) shall not be binding on the Authority and are hereby excluded from the terms of this Agreement and any Works Order. For the avoidance of doubt, this does not preclude, without other qualification, any election by the Contractor (to the extent permitted by and in accordance with the Framework Rules) to accept a lower number of homes offered to it in an allocation made in an Allocation Offer provided that it complies with the Framework Rules.

2. THE FRAMEWORK

- 2.1 The Authority appoints the Contractor to the Framework, and the Contractor accepts this appointment, on and from the Effective Date for the Term subject to, and in accordance with, this Agreement.
- 2.2 The Contractor acknowledges and agrees that its Tender applies for, and that it shall be bound by the provisions of its Tender for the Term.
- 2.3 The Contractor hereby acknowledges and agrees that:
- 2.3.1 it is one of several persons appointed to the Framework in respect of the provision of the Works on a non-exclusive basis;
 - 2.3.2 the Authority may itself provide or procure services, supplies or works similar or identical to the Works outside of the Framework; and
 - 2.3.3 there is no guarantee, warranty, promise, obligation or representation of any value, volume, scope, level or frequency of Works and/or number of Works Orders whatsoever and the Contractor acknowledges and agrees that it has not entered into this Agreement based on any such guarantee, warranty, promise, obligation or representation.
- 2.4 The Contractor hereby acknowledges and agrees that if there is an overlap between the scope of this Framework and any other framework or contract which the Authority is entitled to use, the Authority may choose at its absolute discretion whether or not to use this Framework or the other framework or contract to meet its particular requirements. The Contractor waives any claim to the contrary.
- 2.5 The Authority has no obligations and has no liability (whether for breach of contract or other duty, negligence, or anything else) to the Contractor in connection with this Agreement and/or the Framework except that expressly stated in this Agreement.
- 2.6 The Contractor has entered into this Agreement in consideration of the payment of one euro (€1) to the Contractor (the receipt of which it hereby acknowledges) and other good and value consideration (the sufficiency of which it hereby acknowledges).
- 2.7 The Contractor may not receive or obtain any commission or other benefit from any third party in respect of matters relating to the provision of the Works by the Contractor under this Agreement. The Contractor may not carry out any additional works, outside of the scope of the Works being carried out pursuant to a Works Order, directly for a Homeowner.

3. AWARD OF WORKS

- 3.1 If the Authority, during the Term, has a requirement for Works which are within the scope of the Framework it may procure the Works from a Participant subject to, and in accordance with, the Framework Rules.
- 3.2 An order for Works under this Agreement shall be issued and take legal effect and be binding on the Contractor upon the issue by the Contractor of a Works Order Acceptance Letter through the Contractor Portal in accordance with Clause 3.3 below and the Framework Rules.
- 3.3 Following the completion by the Authority of its allocation planning process, issuance of the Allocation Offer and receipt of the Response to the Allocation Offer, the Authority will assign the Works Order within a reasonable period from receipt of the Response to the Allocation Offer. The Works Order will set out the Works (including quantities) to be undertaken by the Contractor and any other information considered relevant by the Authority. To accept the Works Order the Contractor shall be required to confirm acceptance of the allocated Works Order on the Contractor Portal within seven (7) Working Days of receipt of any Works Order and the Contractor's failure to do so may result in the Works Order being withdrawn.
- 3.4 The Contractor acknowledges the terms of the Framework Rules and confirms that it considers them (and the terms in them for the award of Works and Works Orders) to be compliant with all Legal Requirements in all respects and waives any claims to the contrary.
- 3.5 The Contractor will comply with the Framework Rules. If it breaches the Framework Rules in any material respect, it is a Default Event.
- 3.6 All Works carried out by the Contractor shall be deemed to be carried out under the terms of (1) this Agreement and (2) each Works Order Acceptance Letter executed by the Contractor.
- 3.7 If the Authority, during the Term, has a requirement for works which are not provided for in the RFT and Schedule of Rates it may conduct a mini competition in accordance with Section 5 of the Framework Rules.
- 3.8 In line with the Authority's obligations under the Official Languages Act 2003, as amended, where a Homeowner is located within a Gaeltacht area, the Homeowner may request to be allocated to a Contractor with an Irish speaking liaison officer who will project manage the delivery of the Works in their preferred official language.

4. THE WORKS

- 4.1 In consideration for the payment by the Authority of the Charges to the Contractor, the Contractor agrees to perform the Works under a Works Order allocated to them in accordance with the Framework Rules and Clause 3.2 subject to, and in accordance with, this Agreement and the Works Order.
- 4.2 The Contractor agrees not to start performing any Works unless and until the Works Order takes legal effect in accordance with Clause 3.2 and the Contractor has accepted the Works Order. In respect of the Works and each Works Order the Contractor will:
 - 4.2.1 comply with the terms and conditions of this Agreement;
 - 4.2.2 without limiting or affecting Clause 4.2.1, comply with the Scheme Guidance Documents;
 - 4.2.3 be deemed to have foreseen all possible difficulties and costs of successfully completing the Works; the Charges will not be adjusted to take account of any unforeseen or unforeseeable difficulties or costs save as expressly provided for in this Agreement;
 - 4.2.4 co-operate and follow the instruction, codes and guidelines of the Authority or its agents or

- nominees in performing and providing the Works;
- 4.2.5 use, and ensure that its servants, agents, contractors and subcontractors use, appropriate, experienced, qualified, skilled and trained personnel in performing the Works;
 - 4.2.6 perform and provide, and procure that the Contractor Personnel perform and provide, the Works in a good, proper, professional, efficient and workmanlike manner exercising all reasonable skill, care, diligence and professionalism to be expected of a properly qualified and competent contractor experienced in undertaking works and services of a similar scope, nature and size to the Works and in accordance with highest industry standards and (2) the provisions of Clause 4.6 below;
 - 4.2.7 ensure that the Works are fit for the purpose intended;
 - 4.2.8 provide everything necessary for the proper provision of the Works in accordance with this Agreement and the requirements of the RFT;
 - 4.2.9 liaise with and keep the Authority fully informed of the progress in the provision of the Works or any matter which the Contractor might be or become aware of which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 4.2.10 Keep detailed records of all matters undertaken by the Contractor in relation to the discharge of its obligations under this Agreement and at the request of the Authority to make them available for inspection and/or provide copies to the Authority;
 - 4.2.11 comply with all Legal Requirements in providing the Works and ensure all necessary consents and authorisations in order to carry out the Works in accordance with the Legal Requirements, including any Relevant Consents, have been obtained (or if the same may be required during the operation of the Agreement will be obtained) and are in full force and effect and all conditions of these Relevant Consents have been and will be complied with;
 - 4.2.12 act reasonably and in good faith in relation to its, and the Authority's, rights and obligations under this Agreement;
 - 4.2.13 act as project supervisor for the design process ("PSDP") and project supervisor for the construction stage ("PSCS") in accordance with the Construction Regulations. For the avoidance of any doubt the Authority shall be the "client" in respect of the Works for the purposes of the Construction Regulations;
 - 4.2.14 without limiting or affecting Clause 3.6 and each Works Order Acceptance Letter, be deemed to have issued a separate warranty and undertaking to the Authority that it is competent to act as project supervisor for the construction stage and project supervisor for the design process and has allocated and will continue to allocate sufficient resources in order to comply with its obligations pursuant to the Construction Regulations;
 - 4.2.15 in respect of each Homeowner:
 - (i) provide a separate guarantee in writing from the Contractor (duly executed by or on behalf of the Contractor and fully enforceable by the Homeowner against the Contractor pursuant to Legal Requirements), where each relevant element of the Works has been completed, that the Works will be fit for purpose for a period of twenty-four (24) months from completion of the relevant Works. The Authority reserves the right to require prior written approval of the agreed form of such guarantee prior to commencement of Works by the Contractor under this Agreement or otherwise at any time and from time to time during this Agreement. The Authority shall be entitled to require such reasonable amendments to the said form of guarantee as it considers appropriate to give satisfactory effect to the requirement of this sub- clause (i); and
 - (ii) procure that the benefit of all product guarantees (including manufacturer and

producer guarantees and whether under or pursuant to contract or Legal Requirements) in respect of any materials used in connection with the Works are passed through to, novated or otherwise transferred to the Homeowner so as to be fully enforceable by the Homeowner against the Contractor and the relevant manufacturer or producer (as applicable). The Authority reserves the right to require prior written approval of the proposed form of such pass-through, novation or transfer prior to commencement of Works by the Contractor under this Agreement or otherwise at any time and from time to time during this Agreement. The Authority shall be entitled to require such reasonable amendments to the said form of pass-through, novation or transfer as it considers appropriate to give satisfactory effect to the requirement of this sub-clause (ii); and

- (iii) enter into a separate contract in writing between the Contractor and the Homeowner (duly executed by each party and fully enforceable by each party pursuant to Legal Requirements) in connection with the carrying out and completion of the Works prior to commencement of Works by the Contractor under this Agreement which at a minimum, contains the minimum requirements as provided to the Contractor by SEAI from time to time and published on the SEAI website.¹ The Authority reserves the right to request a copy of the executed contract between the Homeowner and the Contractor for Works being carried out (or that have been carried out) under this Agreement at any time during this Agreement; and
- (iv) comply with and be bound by any additional quality assurance procedures (in addition to the quality assurance procedures set out in the Scheme Guidance Documents which the Contractor must comply with pursuant to Clause 4.2.2), as may be notified in writing by the Authority to the Contractor from time to time.

- 4.3 The Contractor is not permitted to undertake any Works beyond the Works specified in the Works Order unless and until a variation to the allocated Works Order is approved by the Authority on the Contractor Portal. If the Contractor considers that Works beyond the Works set out in a Works Order are necessary, then the Contractor must submit a variation request to the Authority in writing with appropriate documentary evidence to support the variation via the Contractor Portal in advance of the relevant element of the Works being carried out. The Authority will either accept, seek further information or reject the variation request in writing via the Contractor Portal. The Contractor will only be entitled to payment for a variation where approved in writing via the Contractor Portal in advance by the Authority and provided that an updated Works Order is accessible on the Contractor Portal in such respect.
- 4.4 The Contractor will comply with the provisions referred to in the RFT and the Scheme Guidance Documents in relation to any Remedial Works which may be required to allow the Works to be commenced.
- 4.5 The Contractor will complete any Reworks required in accordance with the timelines set out in the QADP. For the avoidance of doubt, no additional sum is payable in respect of any Reworks. Without limiting or affecting Clause 6.2, where the Contractor fails to comply with its obligation to complete Reworks required in accordance in this respect and/or causes any damage in the course of carrying out the Reworks, the Contractor shall on demand fully indemnify and hold harmless and keep so indemnified and held harmless the Authority and the Authority's employees and agents and any relevant Homeowner in full on a continuing basis, against and from all liability whatsoever, including all liabilities, penalties, fines, demands, claims, losses, damages, costs and expenses (including legal fees and expenses) awarded against, suffered or incurred or paid or agreed to be paid arising out of or in connection with such failure and/or such damage.
- 4.6 The Contractor is responsible for managing the relationship with the Homeowner in relation to the

¹ **Note to Tenderers:** These minimum requirements will be published prior to the execution of the Agreement. For the purposes of the tender stage, please be advised that the minimum requirements will be in a similar form to the minimum requirements set for contracts between homeowners and the contractors under other SEAI programmes such as, for example, One Stop Shop and Better Energy Homes.

Works. The Contractor must make every reasonable effort to satisfactorily address any queries raised or resolve any complaints received. Where contractual issues arise, the Authority will not negotiate on behalf of the Contractor. The Contractor must ensure that any issue that arises on site must be fully documented and uploaded to the Contractor Portal so that the Authority is fully apprised of the sequence of events should a complaint be received by the Authority.

5. CONFIRMATIONS

5.1 The Contractor under this Agreement warrants, represents, agrees and confirms to the Authority that:

- 5.1.1 the representations, statements and warranties contained in the Tender are true, valid, correct, complete and accurate as of the Effective Date and, to the extent that they are capable of continuing, will continue to be so;
- 5.1.2 it is a company duly organised, validly existing and in good standing under the laws of Ireland and has full power and authority to carry on its business as intended by this Agreement;
- 5.1.3 it has the power and authority to enter into this Agreement and the transactions provided for and contemplated in it;
- 5.1.4 the execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Contractor or any Key Subcontractor is a party or any judgment, order, statute or regulation which is applicable to the Contractor or its assets or the assets of any Key Subcontractor;
- 5.1.5 it has taken account of the obligations relating to employment protection and working conditions that are in force in the place where the Works are to be performed in preparing its Tender and will comply with such obligations in the performance of the Works under this Agreement;
- 5.1.6 ensure that all Relevant Consents that are required to enable the Contractor to fulfil any of its obligations under this Agreement have been obtained ~~by the Homeowner~~ (or if the same may be required during the operation of this Agreement will be obtained) and are in full force and effect and all conditions of these Relevant Consents have been and will be complied with;
- 5.1.7 the Contractor is entering into this Agreement with a full understanding of its material terms and risks and is competent and capable of taking on those risks; and
- 5.1.8 it shall perform and complete any works allocated by the Authority and accepted by the Contractor pursuant to the previous framework agreement for the Authority's Energy Poverty Programme, in accordance with the terms and conditions that apply to same (regardless of whether its term has expired). It is a Default Event if the Contractor fails to comply with this Clause 5.1.8 and the Contractor hereby acknowledges that its failure to comply with this Clause 5.1.8 may result in no or reduced Works being allocated to the Contractor pursuant to this Framework until such time as the Contractor has demonstrated to the Authority's satisfaction that it has complied with this Clause 5.1.8.

6. PRICING AND TAX

6.1 The rates which will be used to determine the Charges for Works are set out in the Schedule of Rates and are fixed for the Term (subject to Clause 31) and are measured against the Works (and quantities) set out in the relevant Works Order. These rates are inclusive of all travel, materials, labour, costs, expenses, profit, overheads etc. No other sums are payable to the Contractor for the Works (even if the Contractor undertook Works beyond the Works specified in the Works Order (save to the extent

that same have been subject to prior written approval by the Authority pursuant to Clauses 2.7 and/or 4.3)).

- 6.2 The Authority may (but is not obliged to) inspect any Works (or Reworks, as the case may be) to confirm that they were completed to its satisfaction before paying any Charges for the Works concerned. If the Works (or Reworks, as the case may be) were not completed to the Authority's satisfaction, the Charges are not payable until the Contractor remedies any deficiencies to the Authority's satisfaction. The Contractor may, subject to inspection processes in place at such time, attend an inspection upon prior consent issued by the Authority.
- 6.3 The Authority, subject to this Clause 6, will pay any undisputed Charges payable to the Contractor under this Agreement in two stages, seventy five percent (75%) at the "Install Complete" stage and the remaining twenty five percent (25%) upon publication of the post Works BER (Building Energy Rating) certificate and completion of the inspections process in accordance with the amount and manner set out in each invoice. SEAI reserves the right to review the above-mentioned percentage split at its absolute discretion. Should a Contractor be found to be recording homes as "Install Complete" prematurely, SEAI may at its absolute discretion reduce or suspend the number of homes allocated to that Contractor or increase the number of inspections or reduce the interim payment percentage or suspend interim payments for that Contractor going forward until such time as it is satisfied that such circumstances will not re-occur.
- 6.4 Invoices are payable within thirty (30) days of receipt by the Authority of a valid and undisputed invoice issued in accordance with this Agreement.
- 6.5 The provisions of the Prompt Payment of Accounts Act 1997 and the European Communities (Late Payments in Commercial Transactions) Regulations 2012 (as amended) shall apply to all interest on late payments of Charges.
- 6.6 The Contractor shall and shall procure that any other person(s) employed or providing Works in connection with this Agreement (including, the Contractor Personnel, where applicable) shall comply with the requirements of Relevant Contracts Tax legislation. In this clause, "Relevant Contracts Tax legislation" is the tax defined in Part 18 Chapter 2 of the Taxes Consolidation Act 1997, as amended and any related regulations and/or published practice of the Irish Revenue Commissioners.
- 6.7 The Authority is not responsible for, and the Contractor shall indemnify and keep the Authority indemnified in respect of, any liability for income tax, corporation tax or any other taxes, and in respect of any social welfare, universal or other contributions, charges or levies, including interest and penalties, in respect of the Charges and any other charges arising under or in connection with this Agreement.
- 6.8 Without limiting or affecting its other rights and entitlements pursuant to this Agreement, the Authority shall be entitled to set off against, and deduct from, the Charges any claims which the Authority may have against the Contractor pursuant to the provisions of this Agreement or any sums payable by the Contractor to the Authority pursuant to this Agreement.

7. THE TERM

- 7.1 The Agreement commences, and takes legal effect, on and from the Effective Date and continues in full force and effect for the Term, subject to Clause 14.

8. THE AUTHORITY'S OBLIGATIONS

- 8.1 During the Term, the Authority shall provide the Contractor with reasonable technical and administrative assistance in relation to the Works as specifically detailed and described in the RFT and subject always to provisions of Clause 4 of this Agreement.

9. PERSONNEL AND SUB-CONTRACTORS

- 9.1 Without prejudice to the provisions of this Clause 9 in respect of Key Subcontractors, the Contractor shall, if requested to do so by the Authority, provide details of all subcontractors (other than the Key Subcontractors already known to the Authority) engaged by it. If the Authority, acting reasonably, determines that such subcontractors are not suitable to provide the Works (on account of the subcontractor's negligence, incompetence, or on the basis that their involvement is not conducive to safety, health or good order), the Contractor shall terminate any such engagements.
- 9.2 The Contractor shall ensure that the Key Personnel and Key Subcontractors are readily available to render the Works and perform any Works Orders and, subject to Clause 9.3, are used and not replaced or substituted for the duration of any Works or Works Orders.
- 9.3 In the event that the Contractor wishes to replace any Key Personnel or Key Subcontractors, it shall notify the Authority forthwith in writing and shall use its best endeavours to identify as soon as possible a replacement with equivalent or greater expertise and experience to the person or contractor being replaced and who must be satisfactory to the Authority. The appointment of any replacement shall be subject to the prior written approval of the Authority.
- 9.4 If any of the Key Personnel or other employees, sub-contractors or agents of the Contractor shall be prevented by illness or injury from performing the Works, the Contractor shall report that fact promptly to the Authority and shall keep the Authority informed of the reason for any continued absence and of its expected duration and, if the Authority shall request, provide substitute Key Personnel in accordance with the procedure set out in Clause 9.3.
- 9.5 In the event that the Authority is not satisfied with the performance or conduct of one or more of the Contractor's Personnel (including the Key Personnel) or subcontractor(s) (including Key Subcontractors) on account of that party's negligence, incompetence, or on the basis that their involvement is not conducive to safety, health or good order, the Contractor shall remove the said person and the Contractor shall use its best endeavours to identify a replacement of equivalent or greater expertise and experience as soon as possible. Where that party was either Key Personnel or a Key Subcontractor the appointment of any replacement shall be in accordance with the procedure set out in Clause 9.3.
- 9.6 The Contractor shall ensure that the rates of pay and conditions of employment (including provisions in relation to pension contributions) it applies and that are applied in respect of Contractor Personnel are in compliance with all Legal Requirements.
- 9.7 The Contractor shall ensure that rates of pay and conditions of employment referred to in Clause 9.6 are not less than those for the relevant category of work in any Employment Regulation Order or any employment agreements registered under the Industrial Relations Acts, 1946 to 2015 or any subsequent amendments. In instances where national agreements or local agreements are in place which are more favourable than the registered employment agreement referred to above, the terms and conditions of those national or local agreements shall prevail. Where no directly relevant registered employment agreement exists, the Contractor shall pay rates of wages and observe those conditions of labour which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- 9.8 The Contractor shall, in respect of workers employed directly by or otherwise working for the Contractor, pay all wages and other monies due (including any pension contributions) to each worker and comply with the provisions under the Payment of Wages Act 1991 and any subsequent amendments. Wages and other monies due shall be paid in line with the norm for the relevant industry but in any event no later than one (1) month in arrears, and the Contractor shall make all deductions from payments due to workers as are required to be made by Legal Requirements. Payments to all sub-contractors (including Key-Subcontractors) shall be made in accordance with the Construction Contracts Act 2013. For the duration of the Agreement and twenty-four (24) months thereafter the Contractor shall maintain full and proper records (including time sheets and wages records and including all deductions from wages) and shall make these available for inspection and copying by the Authority or its agent.

- 9.9 The Contractor shall ensure that all Contractor Personnel comply with the requirements of the Organisation of Working Time Act 1997 during execution of the Works.
- 9.10 The Contractor shall, in relation to the engagement of Contractor Personnel in respect of the Works, observe and comply with the Safety, Health and Welfare at Work Act 2005 to 2014 and all employment law including, but not limited to, the Employment Equality Act 1998 to 2015, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015, and regulations, codes of practice, legally binding determinations of the Irish Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements implemented under the abovementioned legislation and/or as may be necessary for the purposes of Clauses 9.12, 9.13 or Clause 24.
- 9.11 If the Authority so requests, the Contractor shall, within five (5) Working Days after the receipt of the request, give to the Authority a statement showing the amount of wages and other payments due at the date of the request to and in respect of each of the Contractor's Personnel, or, in respect of workers not employed by or otherwise working for the Contractor, procure that their employer or the person for whom they are working does the same.
- 9.12 The Authority may seek records or information under sub-Clause 9.11 only for the purpose of ensuring the Contractor's obligations to Contractor Personnel referred to in this Clause 9 have been properly discharged. All documents and records received under this sub-clause shall be destroyed if the Authority is satisfied that the Contractor has complied with its legal obligations in respect of Contractor Personnel as set out in this Agreement.
- 9.13 In the event of the Authority forming the view that the Contractor or any of its sub-contractors are not paying rates of pay or observing conditions of employment which are standard within the relevant industry, the Authority shall be entitled to inform the Irish Workplace Relations Commission and/or the Irish Revenue Commissioners and disclose all relevant information.
- 9.14 The Contractor shall inform Contractor Personnel (and shall, in respect of sub-contractors, procure that the subcontractors so inform their employees) of their right under law to be members of trade unions, their pay and employment entitlements under Irish law and shall retain records of such communications and copies of relevant documentation demonstrating compliance with this obligation.
- 9.15 The Contractor shall ensure that all personnel working on site, including employees of any subcontractors, have appropriate and valid work permits and / or visas, where required by Legal Requirements, authorising them to work in Ireland. Proof of these authorisations shall be provided by the Contractor to the Authority on request.
- 9.16 The Contractor shall ensure that in the event of an official of a trade union which is representing workers who are affected by a sectoral employment order, employment regulation order or which is a party to a registered employment agreement affecting workers having concerns in relation to the Contractor's or Contractor Personnel's compliance with the order or agreement, that official will have access to a designated member of the Contractor's management who shall engage constructively to resolve matters at this point.
- 9.17 The Contractor shall on demand indemnify and hold harmless and keep so indemnified and held harmless the Authority in full on a continuing basis against any and all liability whatsoever, including all liabilities, penalties, fines, demands, claims, losses, damages, costs and expenses (including legal fees and expenses) awarded against, suffered or incurred or paid or agreed to be paid by the Authority arising from or in connection with any breach by the Contractor or Contractor Personnel of the provisions of this Clause 9.
- 9.18 The Authority shall be entitled at its sole discretion to:
- 9.18.1 withhold payments due to the Contractor pending the resolution of any formal investigation into any alleged non-compliance with any of the provisions of this Clause 9. The monies withheld shall be no greater than the amount of any shortfall claimed from the Contractor or

sub-contractors by their employees and the Contractor shall pay to the Authority any costs the Authority incurs in investigating and dealing with the non-compliance; and/or

- 9.18.2 terminate the Agreement (including any open Works Orders) with immediate effect and without any compensation payable to the Contractor if the Contractor is found to be in breach of any of this Clause 9 and fails to remedy the breach within a reasonable time period (but without prejudice to Clause 14.11); and/or
- 9.18.3 direct the Contractor to terminate its sub-contract with any sub-contractor who is found to be in breach of any of the above provisions and who fails to remedy the breach within a reasonable time period; and/or
- 9.18.4 The Contractor confirms that all relevant consents under the Data Protection Laws have been or will be obtained from the Contractor Personnel to allow the Authority's inspection requirements to be satisfied and/or as may be necessary for the purposes of Clauses 9.12, 9.13 and Clause 24.; and/or
- 9.18.5 The Contractor remains responsible for all acts and omissions of the Contractor Personnel (including the Key Subcontractors) as if they were its own. Without limiting or affecting the foregoing, the Contractor shall be liable to the Authority for the acts and omissions of the Contractor Personnel in providing the Works. Any action or approval by the Authority in respect of any Contractor Personnel pursuant to this clause shall not be taken to be or to constitute an assumption of responsibility or liability by the Authority for the Contractor Personnel, which responsibility and liability shall rest solely with the Contractor.

10. WARRANTIES AND INDEMNITIES

- 10.1 The Contractor acknowledges that the Authority has entered into this Agreement in reliance on the representations, statements and warranties contained in this Agreement and in the Tender. The Contractor warrants, represents, and undertakes that it shall carry out and complete the Works using all the reasonable skill, care, judgment and diligence to be expected of a contractor experienced in carrying out works and services of a similar type, nature and complexity and that the Works shall:
 - 10.1.1 comply in all respects with this Agreement and any performance specifications set out herein, in the Tender or in the Works Order or as may be inferred from this Agreement, the Tender and/or the Works Order;
 - 10.1.2 be performed in a good and workmanlike manner and in accordance with Good Industry Practice;
 - 10.1.3 be in accordance with Legal Requirements;
 - 10.1.4 be performed using good quality materials fit for the purpose for which they are required and which are of merchantable quality; and
 - 10.1.5 be performed in accordance with this Agreement and the Works Order.
- 10.2 The Contractor shall be responsible for and on demand release and indemnify, hold harmless and keep the Authority indemnified in full and held harmless on a continuing basis against any and all liability whatsoever, including, without limitation, all liabilities, penalties, fines, demands, claims, losses, damages, costs and expenses (including legal fees and expenses) awarded against, suffered or incurred or paid or agreed to be paid by the Authority arising from or in connection with:
 - 10.2.1 damage to, loss of or injury occurring to any property real or personal (whether tangible or intangible and including property belonging to the Authority, the Homeowner or any third party) or person (including the Authority, the Homeowner or any third party (including any occupier or persons present at the premises or property of the Homeowner who are affected by the Works));

- 10.2.2 death, personal injury, sickness or disease of any person (including Homeowners or any third party (including any occupier or persons present at the premises or property of the Homeowner who are affected by the Works);
- 10.2.3 any breach of statutory duty or contract;
- 10.2.4 any third-party claims suffered or incurred by the Authority which may arise out of or in consequence of:
- (i) any breach of any warranty or provision of this Agreement by the Contractor and/or Contractor Personnel;
 - (ii) the performance or non-performance of the Works or any Works Order by the Contractor and/or the Contractor Personnel; and / or
 - (iii) any act, error, omission or negligence of the Contractor or the Contractor Personnel in performing or failing to perform its obligations under this Agreement, or the remedying of any defect attributable to any negligence, wilful act or omission or negligent breach of this Agreement by the Contractor and/or any Contractor Personnel, or arising out of or in connection with the failure of the Contractor and/or the Contractor Personnel to adequately and safely perform any of its obligations under this Agreement.
- 10.3 The Contractor shall notify the Authority in writing without delay of any claims, notices, complaints or proceedings arising in connection with this Agreement.
- 10.4 Both Parties acknowledge and understand their respective duties of care in respect of the Safety, Health and Welfare at Work Act 2005 and General Application Regulations 2007 to 2016 and all regulations made thereunder.
- 10.5 The Contractor shall ensure that all necessary safety precautions and legislation including but not limited to the Building Control Acts 1990 to 2020 (as amended) and all regulations made thereunder including the Building Control Regulations 1997 to 2025 and the Building Regulations 1997 to 2024, and the Construction Regulations are observed and complied with. Further, the Contractor shall comply with all current statutory obligations with regard to safety on any site.
- 10.6 The Contractor shall implement any requirements of the Authority in relation to health and safety issues, which requirements shall be implemented immediately in the case of emergency or within forty-eight (48) hours otherwise. Under no circumstances shall any requirements of the Authority or its nominee in relation to health and safety issues lessen or reduce or be deemed to lessen or reduce the responsibilities and duties of the Contractor.
- 10.7 The Charges include provision for all costs which may be incurred by the Contractor in compliance with its obligations pursuant to this Agreement.

11. INSURANCE

- 11.1 The Contractor undertakes and agrees for the benefit of the Authority to take out and maintain at its own expense at all times for the duration of this Agreement and for such further time as is reasonable and/or may be required in the circumstances sufficient employer's liability insurance, professional indemnity insurance and public and product liability insurance with a reputable insurance company as may be necessary to cover (i) any liabilities it may incur in carrying out the Works and (ii) all liabilities to the Authority arising out of or in connection with this Agreement including under any indemnity.
- 11.2 At a minimum the Contractor will procure and maintain throughout the term of this Agreement the

insurance detailed in the RFT. For the avoidance of doubt, the insurances referred to in Clause 11 will be checked annually during the Extended Term.

- 11.3 The Contractor agrees to produce on request to the Authority copies of the summaries of the insurances referred to in Clause 11.1 providing a true and fair view of such insurances together with confirmation from the relevant insurance broker that the premiums have been fully paid.

12. CONFIDENTIALITY

- 12.1 The Contractor agrees to keep all business, financial and other confidential information provided to it by the Authority ("**Confidential Information**"), arising or coming to its attention in connection with this Agreement and/or the Framework secret and confidential and will not at any time for any reason whatsoever use or disclose such information or permit it to be used by or disclosed to any third party, except as necessary to enable the Contractor to carry out the Works and its duties and obligations under this Agreement. The Contractor shall procure that all Contractor Personnel having access to such information shall, under their contracts of employment, engagement or service, be subject to the same obligations of confidentiality.
- 12.2 The obligations of confidence referred to in Clause 12.1 shall not apply to any information which:
- 12.2.1 is in the possession of and is at the free disposal of the Contractor or is published or is otherwise in the public domain prior to the receipt of such information by the Contractor (without breach of any obligation of confidentiality);
 - 12.2.2 is or becomes publicly available on a non-confidential basis through no fault of the Contractor; or
 - 12.2.3 is received in good faith by the Contractor from a third party who, on reasonable enquiry confirms they have no obligations of confidence in respect of it and who imposes no obligations of confidence upon the Contractor.
- 12.3 All information relating to the nature of the Works, the affairs of the Authority or any of its requirements shall be strictly confidential as between the Authority and the Contractor and the Contractor shall not during the term of this Agreement or at any time afterwards publish or otherwise disclose such information except to the extent necessary and required in the performance of the Works.
- 12.4 The provisions of this Clause 12 shall not prevent the Contractor from disclosing Confidential Information where it is required to do so by law or by a binding court order save that, to the extent legally permissible, it shall notify the Authority in advance of such disclosure and allow the Authority a reasonable opportunity to object to such disclosure.
- 12.5 Without prejudice to the generality of Clause 12.1 above, the Contractor's attention is drawn to section 19 of the Sustainable Energy Act 2002 which states that a person shall not disclose any information obtained by that person while performing duties as a member of any Board, Chief Executive, a member of staff of the Authority, committee member, or an adviser or contractor to the Authority or an employee of such person whilst performing duties relating to such advice or consultation, which binds the Contractor in relation to the provision of the Works and appointment to the Framework.
- 12.6 The Contractor agrees not to bring to or use in the course of its Agreement with the Authority any trade secrets or confidential information belonging to any third party, without prior written authorisation of such third parties and notice in advance to both.
- 12.7 The Contractor shall return to the Authority upon request and, in any event, on termination all documents, computer data, and other tangible items in its possession or under its control which belong to the Authority, or which contain or refer to any Confidential Information. The Contractor shall if so, requested by the Authority delete all Confidential Information from any computer data or other re-usable material in its possession or under its control and shall destroy all other documents and tangible items in its possession or under its control which contain or refer to any Confidential

Information.

- 12.8 The obligations of the Parties under this Clause 12 shall survive the termination or the expiration of this Agreement.

13. CONTRACT REVIEW, REPORTING AND AUDIT

- 13.1 The Authority is entitled to regularly review at any time during the Term (including during the performance by the Contractor of any Works Order) the Contractor's performance (including the performance of any of its subcontractors of any tier) of any Works Orders and Works in accordance with this Agreement including in respect of compliance with relevant Works Orders and the Scheme Guidance Documents. The Authority will issue the Contractor details of the result of its performance review within a reasonable period from the completion of the performance review.
- 13.2 The Contractor, upon request by the Authority at any time, must collate and provide to the Authority any information required for the Authority to review the Contractor's performance (including the performance of any Contractor Personnel).
- 13.3 If the Contractor is in breach of, or has failed to fully comply with, this Agreement (including the Scheme Guidance Documents) or the Contractor's level of performance is considered by the Authority to be below the standard set out in the Operations Manual (including, in each case, as a result of any act or omission of any Contractor Personnel), the Authority may give the Contractor a notice and suspend the issuing of Allocation Offers and/or Works Orders to the Contractor until the Contractor has demonstrated to the Authority's satisfaction that it has implemented steps to redress the problem.
- 13.4 It is a Default Event if:
- 13.4.1 the Contractor receives two (2) notices during the Term pursuant to Clause 13.3;
 - 13.4.2 the Contractor fails, pursuant to Clause 13.3, to demonstrate to the Authority's satisfaction that it has implemented steps to redress the problem within a six (6) month period;
 - 13.4.3 the Contractor's level of performance is considered to be materially or seriously below an acceptable standard in any respect.
- 13.5 The Contractor, upon request by the Authority at any time, shall submit management and reporting information to the Authority throughout the Term in the form required by the Authority from time to time and on the date specified by the Authority from time to time. The Authority may share this information with any employees, consultants or independent contractors necessary for the process, consideration or use of the information by the Authority.
- 13.6 The Contractor will permit, without advance notice but during normal business hours, the Authority (or its authorised representatives or personnel) to audit the valuation of or basis on which the Contractor determined any Charges payable to it and/or the Contractor's compliance with this Agreement and, for this purpose, to ask questions to and obtain information from the Contractor and Contractor Personnel and/or enter upon and access the Contractor's premises and any information, data, systems or records under its possession or control and the Contractor will fully co-operate and provide all reasonable assistance and information in connection with the audit to the Authority, its representatives and personnel.

14. SUSPENSION AND TERMINATION

- 14.1 If a Default Event occurs at any time, the Authority may (but is not obliged to):
- 14.1.1 terminate, in whole or in part, the Agreement and/or any Works Order; or
 - 14.1.2 suspend the Contractor from the Framework (in whole or in part) either permanently or until

such time as the Authority, at its absolute discretion, is satisfied that it is appropriate to lift the suspension, with immediate effect and without liability or compensation to the Contractor by giving notice to the Contractor at any time.

14.2 It is a Default Event if:

- 14.2.1 the Contractor commits a material breach of any term or condition, or provision of this Agreement and such breach is incapable of remedy, or in case of a breach capable of being remedied, the Contractor fails to remedy the breach within thirty (30) days of notice given by the Authority requiring the Contractor to do so;
- 14.2.2 the Contractor or a Key Subcontractor becomes Insolvent, or the Authority reasonably believes that this may occur;
- 14.2.3 the Authority is entitled to terminate this Agreement under any other clause or paragraph;
- 14.2.4 any representation or statement made by the Contractor in connection with this Agreement or set out in its Tender in the opinion of the Authority proves to be untrue, misleading or incorrect in a material respect when made or ceases to be true or correct;
- 14.2.5 the Contractor's conduct (including, for this purpose, that of any Contractor Personnel) is detrimental to the interests or reputation of the Framework, the Authority or the Energy Poverty Programme;
- 14.2.6 the Contractor has committed any fraudulent act or any criminal activity (which shall include, for this purpose, any such act or activity by the Contractor Personnel) or is guilty of gross negligence in the performance of this Agreement;
- 14.2.7 the Contractor consistently declines offers of Works Orders in accordance with the Framework Rules (or is treated as having done so under the Framework Rules) over a twelve (12) month period such that their participation in and contribution to the Framework is minimal; and/or
- 14.2.8 any of the circumstances / events outlined in Clause 5.1.8 and Clause 13.4 arise.

- 14.3 The Authority may terminate this Agreement in whole or in part with immediate effect and without cause or liability by service of one (1) month's written notice if it terminates the Framework for all the Participants to the same extent.
- 14.4 This Agreement may be terminated by the Authority, without liability for damages or compensation by service of one (1) month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for damages or compensation by serving three (3) months written notice to the Authority.
- 14.5 The Authority may terminate this Agreement without liability by notice in writing with immediate effect if, in the reasonable opinion of the Authority, it is necessary or prudent to do so in order to comply with the requirements of applicable public procurement law or settle any complaint, investigation or challenge received by the Authority in relation to compliance with applicable public procurement law. Without limiting or affecting the foregoing, the Authority shall be entitled to terminate this Agreement in its entirety or in respect of one or more Participants (as the case may be) if and to the extent that any of the provisions of Regulation 73 of the EU (Award of Public Authority Contracts) Regulations 2016 apply in respect of the Agreement or one or more Participants (as applicable).
- 14.6 The Authority may suspend from the Framework or terminate the Agreement in respect of one or more of the persons which comprise the Contractor, for instance where it is Insolvent, whilst continuing the Agreement and Framework with the other persons which comprise the Contractor (subject to complying with Legal Requirements). This is without prejudice to the liability of that person for anything up until the date of termination.
- 14.7 The Contractor is not eligible to be issued with an Allocation Offer and/or awarded a Works Order for

the duration of any suspension from the Framework.

- 14.8 The Authority may withdraw an existing Allocation Offer and/or terminate an existing Works Order during its period for performance in whole or in part if:
- 14.8.1 A Default Event has occurred in respect of the Works carried out in connection with the relevant Works Order;
 - 14.8.2 the Contractor is suspended from the Framework; or
 - 14.8.3 this Agreement is terminated during the currency of a Works Order.
- 14.9 Termination of this Agreement shall, unless otherwise directed in writing by the Authority to the Contractor, lead to the termination of all Works Orders of the Contractor under this Agreement. Unless otherwise directed in writing by the Authority to the Contractor, any Works Orders issued prior to the expiry of this Agreement shall survive expiry of this Agreement and be performed in accordance with the terms of this Agreement.
- 14.10 Termination of this Agreement in respect of one or more Participants only does not affect the continuation of the Framework with the other Participants.
- 14.11 Termination of this Agreement or a Works Order for any reason shall not relieve or discharge either Party from any obligations which have accrued prior to such termination.
- 14.12 Upon termination of a Works Order or termination or expiry of this Agreement in respect of the Contractor, the Contractor shall, if requested by the Authority, provide all reasonable assistance to the Authority in the orderly transfer of the Works, functions and operations provided pursuant to this Agreement to another contractor or to the Authority itself.
- 14.13 Any and all obligations under this Agreement, which by their very nature should reasonably survive the termination or expiry of this Agreement, will so survive, including the confidentiality and indemnity provisions of this Agreement.

15. TRANSFER

- 15.1 The Contractor shall not assign or transfer to any other person any of its rights or obligations under this Agreement without the express prior written authorisation of the Authority. The Authority shall not be bound to give such an authorisation and may withhold same without giving any reason or may grant such authorisation subject to such conditions as the Authority may, in its absolute discretion, see fit to impose.
- 15.2 The Authority may assign, transfer, novate or sub-contract this Agreement, or any part for any reason whatsoever on notice to the Contractor but without the Contractor's consent. The Contractor shall, if requested by the Authority, provide all reasonable assistance to the Authority in relation to any such assignment, novation or transfer and execute any relevant documents giving effect to it and shall fully co-operate with any relevant third parties.
- 15.3 This Agreement shall be binding upon the successors and assigns of the Parties and the name of a Party appearing in this Agreement shall be deemed to include the names of its successors and assigns provided always that nothing shall permit any assignment by either Party except as expressly permitted by this Agreement.

16. COMMUNICATIONS

- 16.1 The Authority may communicate with the Contractor in connection with the implementation of the Framework Rules and award or offer of Works Orders by the Contractor Portal and/or email to the person identified in Schedule 2. This person is authorised to commit and bind the Contractor on all matters

related to the Framework and this Agreement. The Contractor shall only communicate with the Authority in connection with the implementation of the Framework Rules and award or offer of Works Orders by the Contractor Portal and/or email to the person identified in Schedule 2. The Authority may change this person at any time by notice in writing to the Contractor.

- 16.2 Any notice or other communication whether required or permitted to be given by one Party to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and:

16.2.1 if delivered by hand, the next Working Day after it was left at the relevant address;

16.2.2 if sent by pre-paid post, two (2) Working Days after posting if addressed to the Party to whom such notice is to be given at the address set forth for such Party in this Agreement (or such other address as is from time to time notified to the other Party hereto); and

16.2.3 if transmitted electronically (by the Contractor Portal and/or email) the next Working Day after it was sent as recorded by the sender's system.

- 16.3 All notices, documents and communications provided under this Agreement shall be in the English language.

17. WAIVER

- 17.1 A term or condition of this Agreement may only be waived in writing by express reference to this Clause 17. Failure to enforce compliance with any term or condition of this Agreement will not constitute a waiver of such term or condition of this Agreement or of the right to subsequently enforce such term or condition in the future.

18. SEVERABILITY

- 18.1 In the event that any provision of this Agreement (or part thereof) is held or construed to be invalid by any judicial or other competent authority, the Parties shall amend that provision (or part thereof) to achieve the intention of the Parties without illegality or, if this is not possible, it may be severed from the Agreement and the remaining provisions (or parts thereof) shall remain in full force and effect.

19. RELATIONSHIP

- 19.1 Nothing in this Agreement shall constitute a partnership or joint venture nor establish a relationship of employment between the Parties.
- 19.2 Neither Party shall be the authorised agent of the other Party or have the right or authority either express or implied to create or incur any liability against or on behalf of any other Party. In particular, the Contractor shall not hold itself out, nor permit any person to hold it out, as being authorised to bind or pledge the credit of the Authority or make any representations on behalf of the Authority in any way and shall not do any act that might reasonably create the impression that it is so authorised.

20. FREEDOM OF INFORMATION AND ACCESS TO INFORMATION ON THE ENVIRONMENT

- 20.1 The Authority is subject to the Freedom of Information Act 2014 (as amended)(the "**FOI Act**") and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "**AIE Regulations**"). Any record in the possession of the Contractor shall, insofar as it relates to the Works provided for under this Agreement, be deemed for the purposes of the FOI Act and the AIE Regulations to be held by the Authority and shall be made available to the Authority upon request, for retention by the Authority for such period as the Authority considers reasonable in the circumstances.

The Contractor acknowledges that any information or records furnished to the Authority by the Contractor (or on its behalf) may be released pursuant to the Authority's statutory obligations. If the Contractor considers that any of the information supplied by it to the Authority under this Agreement or under the provision of the Works should not be disclosed because of its confidentiality or commercial sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The 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. The final decision on disclosure rests with the Authority.

21. CONFLICT OF INTEREST

- 21.1 The Contractor represents and warrants to the Authority that it has no conflict of interest in relation to representing the Authority or undertaking the Works under the terms of this Agreement. In the event that during the Term the Contractor is in any way directly or indirectly engaged or concerned in any other business or undertaking where there is likely to be a conflict of interest with the interests of the Authority in the Works, then the Contractor shall immediately notify the Authority in writing whereupon the Authority may as an option and in its sole discretion terminate this Agreement without notice and with immediate effect.

22. FORCE MAJEURE

- 22.1 No Party shall be liable for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control which could not have been avoided by the affected Party taking steps reasonably open to it, including any of the following: act of God, governmental act, tempest, terrorism, war, fire, flood, explosion, civil commotion, industrial unrest of whatever nature or, where it affects the construction industry either (i) generally or (ii) in respect of the type of works comprising the Works, lack of or inability to obtain power, supplies or resources, but in all cases does not include any industrial action occurring within the Contractor's organisation or within any subcontractors' organisation ("**Force Majeure**").
- 22.2 If either Party becomes aware of any circumstance of Force Majeure which give rise to any failure or delay, or which appear likely to do so, that Party will promptly give notice to the other Party of those circumstances as soon as practicable and will inform the other Party of the period for which it estimates failure or delay will continue. If the Force Majeure event continues for a period in excess of three (3) months, then the Authority may terminate this Agreement immediately.

23. ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, discussions, proposals, representations or warranties whether written or oral in relation to its subject matter. The Contractor agrees that it has not entered into this Agreement on the basis of, and has no remedies in respect of, any terms, conditions, representations, or warranties except those expressly set out in this Agreement.

24. TRANSFER OF UNDERTAKINGS

- 24.1 The Parties do not anticipate that the termination of this Agreement shall give rise to a transfer of undertakings for the purposes of the EC (Protection of Employment on Transfer of Undertakings) Regulations, 2003 (the "**Transfer Regulations**"). However, in the unlikely event that the Contractor's (or any of its subcontractors') employees (the "**Transferring Employees**") are deemed to transfer to the Authority or any other person ("**Transferee**") under the Transfer Regulations, then the Contractor shall indemnify and keep the Transferee indemnified in respect of any losses, costs, damages, liabilities, fines, expenses (including reasonable legal costs) suffered, incurred or paid out by the Transferee arising out of or in connection with any circumstances or events that occurred prior to the date of deemed transfer of the Transferring Employees to the Transferee, including but not limited to:

- 24.1.1 all employment law claims brought by the Transferring Employee(s), including any claim or allegation made under unfair dismissals legislation; and
- 24.1.2 any claims made by relevant revenue or taxation authorities concerning the non-payment by the Contractor of applicable employment related taxes or duties.

25. DATA PROTECTION

- 25.1 In this Agreement the terms “**Data Controller**”, “**Processing**”, “**Data Subject**” and “**Personal Data Breach**” shall have the meanings respectively ascribed to them under the Data Protection Laws.
- 25.2 The Parties acknowledge that for the purposes of the Data Protection Laws, each Party is a Data Controller in respect of Personal Data processed by that Party under or in connection with this Agreement, including Personal Data which is shared with it by the other Party (such as contact details of Homeowners and details of Works completed). Each Party shall comply with all requirements and obligations of a Data Controller under the Data Protection Laws.
- 25.3 Without prejudice to the foregoing, in relation to Personal Data shared/to be shared between the Parties under or in connection with this Agreement, each Party shall:-
 - 25.3.1 ensure that it Processes the Personal Data fairly, lawfully and transparently in accordance with Data Protection Laws and that it has legitimate grounds under the Data Protection Laws for the processing of Personal Data;
 - 25.3.2 not further process such Personal Data in a manner that is incompatible with the purposes for which they were collected;
 - 25.3.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 25.3.4 if requested by the other Party, provide reasonable assistance to the other Party in responding to requests from Data Subjects made to the other Party;
 - 25.3.5 if requested by the other Party, provide reasonable assistance to the other Party in responding to any request for information/documentation from the Data Protection Commission and/or any other request, investigation, inquiry or similar action from the Data Protection Commission;
 - 25.3.6 be responsible for the quality and accuracy of the Personal Data shared with the other Party and notify the other Party in the event such Personal Data is inadequate or inaccurate; and
 - 25.3.7 (in addition to meeting its obligations under Articles 33 and 34 GDPR, where applicable) inform the other Party of any Personal Data Breach of which it becomes aware.
- 25.4 The provisions of this Clause 25 shall survive termination and or expiry of this Agreement for any reason.
- 25.5 All intellectual property rights in any database containing the Personal Data (including its contents) shall vest on creation in the Authority and to the extent necessary to vest title in the Authority the Contractor hereby fully assigns, as a present and future assignment, and conveys to, and sets unto, the Authority all such intellectual property rights free from all encumbrances to the extent that they may be vested in the Contractor. Nothing in this Agreement shall be construed as granting to the Contractor any right or interest in the Personal Data or in any database containing the Personal Data.
- 25.6 Without prejudice to any other provision of this Agreement, the Contractor agrees to indemnify and hold harmless the Authority and keep the Authority indemnified and held harmless on demand on a continuing basis from and against all liability whatsoever, including all liabilities, penalties, fines, demands, claims, losses, damages, costs and expenses (including legal fees and expenses) awarded

against, suffered or incurred or paid or agreed to be paid by the Authority in relation to any claim arising from a breach by the Contractor of its obligations under this Clause 25.

26. TAX CLEARANCE CERTIFICATES

- 26.1 All payments under this Agreement are subject to the provision by the Contractor to the Authority of e-tax clearance details for the Contractor before payment can be made.

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 27.1 The Parties agree at all times to comply with the Ethics in Public Office Act 1995 (as amended) and the Prevention of Corruption Acts 1889 to 2010 in relation to this or any other contract for the Authority.
- 27.2 In the event of any breach of this Clause 27 by the Contractor or by anyone employed by the Contractor or acting on the Contractor's behalf (including any Contractor Personnel) (whether with or without the knowledge of the Contractor) in relation to this or any other contract for the Authority, the Authority may summarily terminate this Agreement by notice in writing to the Contractor.

28. COSTS AND MEDIA

- 28.1 Each Party will bear its own costs and expenses in relation to the preparation, execution and implementation of this Agreement and the Framework Rules including all costs, legal payments and other expenses so incurred and all costs and expenses in participating in the Framework.
- 28.2 No media releases, public announcements nor public disclosures relating to this Agreement, Framework or its subject matter, including but not limited to promotional, advertising or marketing material, may be made by the Contractor without the prior written consent of the Authority.

29. DISPUTE RESOLUTION

- 29.1 During any Dispute, it is mutually agreed between the Parties that they will continue their performance of the provisions of this Agreement and any Works Orders unless the Authority, at its absolute discretion, exercises its option to partially or totally suspend the obligation of the Contractor to provide Works under any Works Orders and/or its appointment to the Framework in the event of a Dispute until the Dispute is resolved.
- 29.2 Any Dispute will first be referred to the Parties' contact points set out in Schedule 2 for resolution who will seek, in good faith, to resolve the Dispute amicably and promptly within fifteen (15) Working Days of the Dispute being referred to them. If the Dispute is not resolved within that period, it will then be referred to Niall Cafferty (or his nominee) on behalf of the Authority and the Chief Executive Officer (or equivalent) on behalf of the Contractor who shall meet at the earliest convenient time and in any event within ten (10) Working Days of any failure to resolve the issue initially by the Parties' contact points in order to resolve the Dispute and seek, in good faith, to amicably and promptly resolve the Dispute. Such meeting will be minuted and chaired by the Party calling for the meeting (but the chairperson will not have a casting vote). If this meeting does not resolve the matter in question, then the Dispute shall be referred to mediation within five (5) Working Days of a written notice being served by either Party. Both Parties shall abide by the CEDR Model Mediation Procedure (the "**Mediation Procedure**") with a view to settling any such Dispute as quickly and fairly as possible.
- 29.3 If a settlement or resolution of a Dispute is not reached under the Mediation Procedure within twenty (20) Working Days of the appointment of a mediator (either by agreement or by CEDR upon request), then either Party may forthwith give to the other written notice that such Dispute has not been resolved and within five (5) Working Days of such notice being given such Dispute shall be and is hereby referred to arbitration and the final decision of such person as the Parties hereunto may agree to

appoint as arbitrator or, failing agreement between the Parties within ten (10) Working Days of the aforementioned written notice having been served, as may be appointed on the request of either Party by the President for the time being of Engineers Ireland (who shall have due regard to any qualifications required of the arbitrator by the agreement of the Parties taking into account the nature of the Dispute involved).

- 29.4 The arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice under this Agreement, and to determine all matters in dispute which shall be submitted to him/her, and of which notice shall have been given as aforesaid, in the same manner as if no such opinion, decision requisition or notice had been given (and appoint any experts necessary to assist in either technical or legal matters, as the case may be, in consultation with the Parties to the Dispute). Every or any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.
- 29.5 The venue of any such arbitration shall be Dublin, Ireland.
- 29.6 Unless the Parties expressly agree in writing to the contrary, the Parties undertake as a general principal to keep confidential the referral to arbitration, all awards together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right, to take legal advice or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.
- 29.7 In the event that any dispute or difference of any kind whatsoever shall arise between either one of the Parties to this Agreement and any third party, which is substantially the same or connected with the issues in any Dispute, either Party to this Agreement shall be entitled to require that such third party shall be joined as a party or parties to any arbitration pursuant hereto and the Parties shall permit and co-operate in such joinder. In such a case the arbitrator appointed under this Agreement shall have power to make such directions and all necessary awards (in the same manner as a High Court Judge) as to joining one or more defendants or joining co-defendants or third parties as parties to the arbitration.
- 29.8 In the event that any Dispute which arises under this Agreement shall be substantially the same as or connected with any issues in a related dispute between either one of the Parties to this Agreement and any third party, and if the related dispute has already been referred for determination to an arbitrator, the Parties hereby agree that the Dispute arising under this Agreement shall (if required by either Party) be referred to the arbitrator appointed in respect of the related dispute. In such a case the Party requiring joinder shall be entitled to require that any other third party or parties may also be joined as a party or parties to such arbitration and the Parties shall co-operate in such joinder and the arbitrator shall have the same powers set out in Clause 29.4 above.

30. GOVERNING LAW

- 30.1 This Agreement shall be governed by and construed under the laws of Ireland.

31. PRICE ADJUSTMENT FOR INFLATION

- 31.1 The Schedule of Rates shall be adjusted for inflation in accordance with Schedule 5 (Price Adjustment for Inflation).

SCHEDULE 1 – THE FRAMEWORK RULES

1 The Framework

The Framework is for the period starting on xxxx (“**Effective Date**”) and ending on xxxx. This is the “**Initial Term**”. The Authority may, at its discretion, by notice in writing to the Contractor, extend the Initial Term for an additional period or periods of up twelve (12) months on each occasion, provided that that the total additional extension period shall not exceed three (3) years from the expiry of the Initial Term (the “**Extended Term**”). The Initial Term and the Extended Term are together referred to in this Agreement as the “**Term**”.

2 The Participants

- 2.1 The Participants appointed to the Framework are identified below in the order of their ranking. The ranking is determined on the basis of the scores awarded to Participants under all the award criteria in the primary competition for appointment to the Framework.

Rank	Company
1	
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55	

- 2.2 A Contractor whose Framework Agreement has been terminated will no longer be considered a Participant under these rules. In such a case, the ranking is adjusted accordingly.

3 Award of Works Orders (Allocations Process)

- 3.1 If the Authority decides to source Works through the Framework, then it shall award a Works Order by application of the Framework Rules and Clauses 3.2 and 3.3 of the Agreement without reopening competition. However, the Authority may elect at any stage not to award a Works Order even if it has started the process for doing so under the Framework Rules.
- 3.2 The Authority will allocate work through a works offering process, using a cascade/waterfall approach to Participants in accordance with their respective rank on the Framework and in line with these Framework Rules. Those allocations will be awarded by application of the terms of the Framework without re-opening the competition.
- 3.3 Works will be offered to Participants in the order of their ranking, starting with the highest-ranked Participant from 1 and finishing with the lowest-ranked (i.e. 55). Once the highest-ranked Participant has accepted their offer, the Authority will adjust the number of homes available and

offer the next highest-ranked member their offer from the Works remaining. This process continues until remaining Participants have been offered Works from the reducing number of available homes and the round of allocations has been completed.

- 3.4 As part of the Works offering process (the allocations), each Participant, beginning with the highest-ranked, will be informed of the total volume of homes by category and county which form that particular round of allocations.
- 3.5 In line with the Authority's obligations under the Official Languages Act 2003, as amended, where a Homeowner is located within a Gaeltacht area, the Homeowner may request to be allocated to a Contractor with an Irish speaking liaison officer who will project manage the delivery of the Works in their preferred official language.
- 3.6 The following allocation planning process will apply in relation to ranking and allocations (and is subject to Clauses 3.2 and 3.3 of the Agreement):
 - 3.6.1 In general, allocations are carried out every two (2) months (but without prejudice to the Authority's entitlement to do so at other times or frequencies). Ahead of each Allocation Round, the Authority carries out its allocation planning process where it determines, first, the total available bi-monthly allocation volumes, and second, the allocation volumes for each specific Participant.

Determining total allocation volumes (of homes) per Allocation Round

- 3.6.2 Taking account of annual budgetary and allocation profiles, overall year to date delivery rates and cost-per-home analysis, on a periodic basis the Authority determines, in relation to each applicable Energy Poverty Programme (a "**programme**"), the total volume (and category) of homes it intends to allocate collectively to the Framework in a given Allocation Round.

Determining Contractor-specific allocation volumes (of homes)

- 3.6.3 Following the determination of the total volume and category of homes to be allocated on each programme per Allocation Round, SEAI then determines, at its discretion, the volume and category of homes to be offered to each individual Contractor on the Framework. In making an allocation, SEAI will take account of each Participant's delivery capacity and the considerations outlined in Clause 3.6.5 below.
- 3.6.4 The Authority carries out a full evaluation of Participant performance as a basis for its decision on allocation volumes per Participant. Performance evaluation shall be derived from monthly QADP results and respective scoring, trend analysis and continuous monitoring of the Participant's handling of service delivery demands. As part of this performance evaluation, the information outlined in Clause 3.6.5 below is reviewed and/or taken into account on an objective and consistent basis, relative to all Participants.

Poor performance may result in lower volumes of homes being offered and strong performance may result in higher volumes being offered. It is possible that no works ('zero works') may be offered in an Allocation Round where performance is a particular issue. This does not limit or affect the Authority's other rights and remedies pursuant to the Agreement in respect of any poor performance.

- 3.6.5 Performance is monitored inter alia by reference to the following:

- (A) Quality: the latest QADP results:

- (1) information based on outputs of WHS inspections and QADP bi-

yearly process;

(2) poor results, relative to the Framework, will impact volumes allocated; and

(3) the extent of adjusted allocations will be dependent on the severity and consistency of any underperformance.

(B) Turnaround: delivery rates and timelines; and volume of open homes, across all Participants:

(1) information based on data reports run from the programme IT operational system;

(2) slower than average delivery rates, relative to the Framework, will impact volumes allocated; and

(3) the extent of adjusted allocations will be dependent on the level of delivery delays, and the number of outstanding homes with a Participant relative to its previous allocation volumes.

(C) Issue handling: customer complaint record, customer management and rework turnaround:

(1) information based on qualitative reports received, including clerk of work site visits; management agent and BPO weekly meeting reports; direct homeowner feedback; and rework statistics; and

(2) the extent of adjusted allocations will be dependent on the number of incidents arising and how promptly/effectively incidents are handled.

(D) Other objective factors from time to time, applied consistently, which are required to ensure good order and efficiency in the proper administration of the Framework:

(1) for example, but without limitation, repeated refusals, non-responses, delayed responses by a Participant of proposed allocations or failure to comply with Clauses 5.1.8 and 13.3 of the Agreement may result in adjusted future allocations offered to that Participant; and

(2) the extent of adjusted allocations will be dependent on the circumstances.

3.6.6 To take account of fluctuations in overall allocation volumes, the Authority also ensures that, proportionally, allocations remain consistent across Participants i.e. that any increase or decrease in overall volumes is applied consistently across all Participants, unless there is reason to deviate based on the Authority's overall performance evaluation, outlined above, at the time of the Allocation Round.

3.6.7 Following the completion by the Authority of the allocation planning process (as outlined above), the Authority will make an Allocation Offer to Participants. Each Participant will issue a Response to the Allocation Offer selecting the volumes per county they wish to accept, in line with their offering. A Participant does not have to accept any or all works offered, however repeated refusals of work may affect future

volumes offered to that member as described above. The Response to the Allocation Offer from the Participant must be made in writing by email to the Authority and determined by electronic acceptance on the Contractor Portal.

- 3.6.8 If a Participant declines an Allocation Offer, the allocation process moves on to the next ranked Participant who is offered an allocation.
- 3.7 The Works offering process will be carried out by email between the Authority and each Participant over a notified timeframe. On receipt of the Response to the Allocation Offer from a Participant setting out the Works they wish to accept, the Authority will issue a Works Order allocating those homes to that Participant through the Contractor Portal, in line with the Response to the Allocation Offer. A Works Order will come into effect in accordance with Clause 3.2 of the Agreement.
- 3.8 To accept the Works Order, the Participant must provide a Works Order Acceptance Letter through the Contractor Portal within seven (7) Working Dates of receipt any Works Order.
- 3.9 If a Participant accepts an allocation or declines an allocation, they will not be offered a subsequent allocation of works until all the Participants who are eligible for works ranked below, have subsequently been offered an allocation.
- 3.10 The Authority will notify all members in advance of a planned allocation by email. A Participant's response to the Authority on whether they intend to accept fully, partially or decline an Allocation Offer must be communicated directly back by email to the Authority within the prescribed timeline which will be set at the Authority's discretion and stated in the advance notification of the allocation. Should the Participant fail to communicate their intention within the prescribed time notified, the Authority may treat this as a declination and move on to the next ranked member.
- 3.11 It is possible that no works ('zero works') may be offered in an Allocation Round where no further works are available to offer to Participants beyond a particular rank on the Framework.
- 3.12 A Participant will not be offered an Allocation Offer or a Works Order if, at the time the Allocation Offer or Works Order is being awarded, they are suspended from the Framework. In such a case, the Participant will be treated as having declined the Allocation Offer or Works Order (as the case may be) for the allocation process.
- 3.13 The Authority may, after issuing a Works Order, amend or revoke any of its requirements for the Works concerned at its discretion (providing this does not give rise to an impermissible material change under applicable public procurement law).
- 3.14 The performance of Works Orders awarded during the Term may continue after the expiration of the Term of the Framework.
- 3.15 Collusion or any attempt by any Participants, their suppliers, advisers or interested parties to collude with any other Participants with a view to influencing or coordinating which Participant will submit preferences for, accept or be awarded an allocation may, at the Authority's discretion having regard to the circumstances, result in termination or suspension of the Agreement with such Participant(s).

4 Mini-Competition for Additional Works

- 4.1 While the scope of works outlined in the RFT constitutes the primary focus of the Agreement, the Authority reserves the right to procure additional works from Participants when, at its sole discretion and professional judgment, it deems these works to be broadly similar and aligned with the original subject matter of the RFT. In exercising this option, the Authority will carefully consider factors such as potential incompatibilities or disproportionate technical difficulties in service

delivery, the risk of incurring significant additional costs, and the necessity for specific expertise or experience that a particular Participant may offer to the Authority.

- 4.2 During the Term, the Authority may carry out a mini competition amongst all Participants to obtain rates for items of work not provided for in the RFT and Schedule of Rates.
- 4.3 All Participants shall be required to submit rates in response to such mini competition.
- 4.4 The Authority shall have the same rights and ability to raise clarifications in relation to any rates submitted by Participants in response to a mini competition in accordance with Section 3.7 of the RFT.
- 4.5 Once the Authority is satisfied with the rates, these rates shall be added to the Schedule of Rates and shall apply for the remainder of the Term in any Works Order.

End of Framework Rules.

SCHEDULE 2– FRAMEWORK AGREEMENT DETAILS

Part 1 – COMMUNICATION POINTS

	The Authority	Contractor
Name	Niall Cafferty The Sustainable Energy Authority of Ireland	
Address	3 Park Place, Upper Hatch Street, Dublin 2	
E-mail	niall.cafferty@seai.ie	
Phone	018082100	

Part 2– KEY PERSONNEL

KEY PERSONNEL		
Employer of Individual	Individual Name	Specific Role

Part 3– KEY SUBCONTRACTORS

KEY SUBCONTRACTORS		
Measure	Installer Company Name	Installer Contact

Part 4– TAX AND INSURANCE

SCHEDULE 3 – SCHEDULE OF RATES

SCHEDULE 4 - WORKS ORDER ACCEPTANCE LETTER

SEAI requires a confirmation outlining contractor obligations under construction legislation. At the time of offering homes to a contractor, Works will be offered per allocation and remain on offer until the Contractor accepts the Works on the database. In order to accept, the Contractor must provide confirmation that they abide by their respective responsibilities under the Safety, Health and Welfare at Work (Construction) Regulations 2013 – 2021. By accepting the Works Order, the Contractor is agreeing to the following:

- (i) accepting their appointment as PSDP and PSCS;
- (ii) confirming their competency to perform these roles; and
- (iii) confirming that they will apply sufficient resources to perform the duties of PSDP and PSCS in respect of the Project Works.

A copy of the Works Order Acceptance Letter follows below.

Required form of response from Contractor to SEAI (to be completed on headed paper)

To: SEAI

Date:

Re: Delivery of Works pursuant to the SEAI Energy Poverty Programme

Works Order Acceptance Letter

Dear SEAI

Terms used in this Works Order Acceptance Letter have the meaning given to them in the Framework Agreement between the Sustainable Energy Authority of Ireland (“SEAI”) and **Framework Member name** (the “Contractor”) dated **xxxxxx** (the “Framework Agreement”).

Works Acceptance Call-Off

We refer to:

- the Framework Agreement; and
- the works order issued by SEAI through the Contractor Portal dated [insert](WH Reference No: [insert] (the “Works Order”).

We hereby confirm our acceptance of the allocation of Works to the Contractor in respect of the specific premises identified in the Works Order (the “Project Works”).

In consideration for the payments to be made by SEAI to the Contractor in respect of the Project Works, we hereby irrevocably confirm and accept that:

- the Works to be carried out in connection with the Works Order and any subsequent corresponding Works Order under the Framework Agreement in respect of the Project Works shall be carried out subject to and in accordance with the terms and conditions of the Framework Agreement and this executed Works Order Acceptance Letter; and
- the Framework Agreement, this executed Works Order Acceptance Letter and the Works Order in respect of the Project Works shall be construed together and shall together constitute a contract between SEAI and the Contractor in respect of the Project Works.

Health and Safety Appointments under the Health, Safety and Welfare at Work (Construction)

Regulations 2013

We acknowledge receipt of your letter of appointment of the Contractor dated [insert] as Project Supervisor for the Design Process (“**PSDP**”) and as Project Supervisor for the Construction Stage (“**PSCS**”) in respect of the Project Works in accordance with the provisions of the Health, Safety and Welfare at Work (Construction) Regulations 2013– 2021, as may be amended, (the “**2013 Regulations**”).

The Contractor confirms its acceptance of the roles of PSDP and PSCS in accordance with the 2013 Regulations. The Contractor hereby declares that it is competent to carry out its duties in the role of PSDP and PSCS for the Project Works and confirms it has adequate working knowledge of the requirements of the 2013 Regulations. The Contractor further confirms that it shall allocate sufficient resources to perform the roles of PSCS and PSDP in accordance with the 2013 Regulations in respect of the Project Works.

Finally, we confirm that the Contractor understands that an AF2 form is to be used to notify the HSA of any project covered by the 2013 Regulations which will last longer than 30 days or 500 person days, and that a copy of this form must be clearly displayed on the construction site during works.

**Signed by [], a duly authorised representative of for
and on behalf of the Contractor:**

Name:

Title:

Signature:

Date:

SCHEDULE 5– PRICE ADJUSTMENT FOR INFLATION

The Schedule of Rates shall be subject to adjustment for price fluctuations in the cost of materials and other costs (labour etc.) during the Term in accordance with the defined mechanism below.

For the purpose of calculating adjustments to the Schedule of Rates, the breakdown of each rate per item (the “**Contract Price**” or “**CP**”) between materials (“**W_m**”) and other costs (“**W_o**”) are assumed to be as follows for all Participants, irrespective of the actual breakdown of the rates by each Participant:

Materials (**W_m**) – 65%

Other Costs (**W_o**) – 35%

Any price adjustment compared to the CP will not be less than zero percent (0%) (i.e the price will not be reduced below the CP), However, for the avoidance of any doubt, an adjusted price (“**AP**”) could be lower than a previously adjusted price (for example, taking the worked example below, AP3 could be lower than AP2 if prices deflated between RD2 and RD3).

Any price adjustment will only apply to Works Orders made following the Adjustment Date. Works completed pursuant to Works Orders made before the Adjustment Date will be at the rates prevailing on that date.

Materials

The materials component of the CP shall be adjusted by the percentage change in the WPI for building materials between the Designated Date and the relevant Review Date and will apply from the Adjustment Date.

For illustration purposes, please see worked example below.

Other Costs

The labour component of the CP shall be adjusted by the percentage change in the CPI between the Designated Date and the relevant Review Date and will apply from the Adjustment Date.

For illustration purposes, please see worked example below.

Worked Example:

Date	Abbreviation	Example Date	Comment
Tender Deadline		30 March 2021	
Designated Date	DD	28 June 2021	Latest WPI release = 22 June 2021 (May 2021 data). Latest CPI release = 10 June 2021 (May 2021 data)
Contract Date	CD	7 July 2021	
Review Date 1	RD1	28 June 2022	DD + 1 year. Latest WPI release = 22 June 2022 (May 2022 data). Latest CPI release = 9 June 2022 (May 2022 data)
Adjustment Date 1	AD1	1 August 2022	
Review Date 2	RD2	28 June 2023	DD + 2 years.

Adjustment Date 2	AD2	1 August 2023	DD + 3 years.
Review Date 3	RD3	28 June 2024	
Adjustment Date 3	AD3	1 August 2024	

Methodology for Price Adjustments:

RD1

- At RD1, the materials component would be adjusted by the % change in the WPI between DD and RD1.
- At RD1, the other component would be adjusted by the % change in CPI between DD and RD1.
- Adjusted price following review at RD1 = $AP1 = CP \times \text{Max} (0, (((WPI_{RD1} - WPI_{DD}) / WPI_{DD}) \times W_m) + (((CPI_{RD1} - CPI_{DD}) / CPI_{DD}) \times W_o))$

RD2

- At RD2, the materials component would be adjusted by the % change in the WPI between DD and RD2.
- At RD2, the other component would be adjusted by the % change in CPI between DD and RD2.
- Adjusted price following review at RD2 = $AP2 = CP \times \text{Max} (0, (((WPI_{RD2} - WPI_{DD}) / WPI_{DD}) \times W_m) + (((CPI_{RD2} - CPI_{DD}) / CPI_{DD}) \times W_o))$

RD3

- At RD3, the materials component would be adjusted by the % change in the WPI between DD and RD3.
- At RD3, the labour component would be adjusted by the % change in CPI between DD and RD3.
- Adjusted price following review at RD3 = $AP3 = CP \times \text{Max} (0, (((WPI_{RD3} - WPI_{DD}) / WPI_{DD}) \times W_m) + (((CPI_{RD3} - CPI_{DD}) / CPI_{DD}) \times W_o))$

By execution below, the Parties agree to the foregoing terms and conditions of this Agreement.

Signed on behalf of **Sustainable Energy Authority of Ireland** by:

Aisling Hall, Procurement Manager

Dated _____

Signed on behalf of **Framework Member** by:

[Name][Title]

Dated _____