NATIONAL TRANSPORT AUTHORITY

and

[•]

PROVISION OF ONSITE OPERATIONS RESOURCES

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THIS AGREEMENT is made on [•] 20

BETWEEN:

(1) **NATIONAL TRANSPORT AUTHORITY**, a statutory corporation established under the laws of Ireland pursuant to an Act of the Oireachtas, and having its principal office at Haymarket House, Smithfield, Dublin, D07 CF98, Ireland (the "**Authority**"); and

(2) [•], a company incorporated under the laws of [•] with registration number [•] and having its registered office at [•] (the "**Service Provider**").

RECITALS

A. The Authority has been established pursuant to the Dublin Transport Authority Act 2008 and has such powers, functions and responsibilities as are conferred on it by law and, in particular, the Dublin Transport Authority Act 2008 and the Public Transport Regulation Act 2009.

B. The Authority requires the supply of the Services.

C. The Authority has conducted a public tender competition in connection with such supply of the Services.

D. The Service Provider is engaged in the business of providing services of the type contemplated by this Agreement and has the necessary skill, knowledge, expertise and experience in the supply of the Services.

E. The Service Provider has submitted a tender for the supply of the Services and has been selected by the Authority as the successful tenderer.

NOW IT IS AGREED AS FOLLOWS

1. Definitions and Interpretation

1.1 Definitions

In this Agreement (including the Recitals), except where the context requires otherwise:

"**Affected Party**" has the meaning given to it in clause 18.1;

"Agreed Sub-Contractors" means [●] and any other sub-contractor agreed by the Authority in accordance with the provisions of clause 12.2;

"**Applicable Law**" means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"**Associated Companies**" means the Service Provider and any undertaking which from time to time is a subsidiary undertaking of the Service Provider or is the parent undertaking of the Service Provider or ultimate parent undertaking of the Service Provider or a subsidiary undertaking of any such parent undertaking and for the purposes of this definition "subsidiary undertaking" and "parent undertaking" shall have the meanings given to them in the European Communities (Companies: Group Accounts) Regulations 1992;

"Authority Locations" means the locations nominated by the Authority;

"**Authority Policies**" means all internal policies of the Authority which apply in the normal course to the Authority's employees, agents and sub-contractors including, without limitation, policies relating to health and safety, IT security, data privacy and acceptable usage of e-mail, internet and intranet;

"**Authority Project Manager"** shall have the meaning set out in clause 6.1;

"**CEDR**" means the International Centre for Effective Dispute Resolution;

"Change Control Procedure" means the change control procedure set out in Schedule 5;

"**Commencement Date**" means the date of this Agreement;

"**Confidential Information**" means all information and knowledge received by a party (the "**Receiving Party**") in the course of the Services or in connection with this Agreement which is the property of the other party (the "**Disclosing Party**") or is in the control or possession of the Disclosing Party (whether or not the subject of a separate non-disclosure or confidentiality agreement between the Disclosing Party and any third party), whether verbal, written or existing, stored or communicated in any form or medium, together with all copies thereof, however and whenever made, and includes data, documents, reports, analysis, tests, specifications, charts, plans, drawings, models, ideas, schemes, correspondence, communications, lists, manuals, computer programs, software, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, modes of operation, apparatus, equipment, business opportunities, financial information, and/or know-how and trade or other secrets, but excluding:

(a) information or knowledge which is or hereafter becomes part of the public domain through no fault of the Receiving Party or its personnel;

(b) information or knowledge which is, legally and as a matter of right, in the Receiving Party's possession as of the date of this Agreement and not the subject of another non-disclosure or confidentiality agreement between the Disclosing Party and the Receiving Party;

(c) information or knowledge which has been or is hereafter furnished or made known to the Receiving Party, legally and as a matter of right, by third parties without any restriction on use or disclosure; and

(d) information or knowledge which is *bona fide* independently developed by the Receiving Party provided that such information or knowledge has been developed entirely without reference to, or consideration of, the information or knowledge referred to in clause 13;

"Customised Materials" shall have the meaning set out in clause 11.1;

"**Data Protection Acts**" means the Data Protection Act 2018, and Regulation (EU) 2016/679 (General Data Protection Regulation);

"**Deliverables"** means the deliverables to be provided by the Service Provider as set out in the Services Specification Document;

"**Employee Liabilities**" means costs (including the cost of wages, salaries and other remuneration or benefits), taxation or other deductions required by law, PRSI payments, redundancy payments, levies, losses, claims, demands, actions, fines, penalties, awards, liabilities, expenses (including legal expenses on an indemnity basis), in each case howsoever arising;

"**Exit Management Plan"** shall have the meaning set out in Schedule 6;

"**Force Majeure**" shall, in relation to either party, include any event beyond the reasonable control of that party including act of God, war, riot, civil commotion, malicious damage, national official strike or lock-out, accident, fire, flood or storm and which could not have been avoided by taking reasonable precautions;

"**Index**" means the consumer price index (all items) of Ireland published from time to time by the Central Statistics Office;

"**Instructions to Tenderers**" means the request for tender issued by the Authority on [•];

"**Intellectual Property**" means all intellectual and/or industrial property rights including copyright, patents, design rights, trade secrets, rights in confidential information, trade marks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights in databases and know-how in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**Key Personnel**" means the personnel set out in Schedule 3 of this Agreement;

"**Mediation Notice"** shall have the meaning set out in clause 23.2;

"**New Contractor"** has the meaning given to it in clause 20;

"**Other Service Providers**" means Service Providers or other parties who may be providing services to the Authority from time to time;

"Payments Schedule" means Schedule 2 of this Agreement;

"**Personnel**" means employees, partners or Agreed Sub-Contractors engaged by the Service Provider in the performance of the Services;

"**Project Manager**" shall have the meaning set out in clause 6.1;

"**Prospective Tenderer**" means a person or company who has submitted, or has indicated an intention to submit, a tender or expression of interest in relation to the provision of works or services of a similar type to any of the Services under this Agreement;

"**Services**" means the services set out in the Services Specification Document and any services ancillary, incidental or necessary thereto;

"**Services Specification Document"** means the services specification document set out in Schedule 1 of this Agreement which contains details of the Services to be provided under this Agreement;

"**Service Provider Project Manager"** shall have the meaning set out in clause 6.1;

"**Tender Submission"** means the tender submission submitted by the Service Provider and dated [•]; and

"**Working Day**" means a day other than a Saturday or Sunday in Ireland on which banks are generally open for business in Dublin.

1.2 Interpretation

In this Agreement:

(a) the headings and the table of contents in this Agreement are inserted only for convenience and shall not affect its construction;

(b) any reference to this Agreement includes reference to the Schedules hereto;

(c) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or statutory instrument or as contained in any subsequent re-enactment and shall include, without limitation, any statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation made under the relevant statute;

(d) any reference to the Service Provider shall include its servants, agents and Agreed Sub-Contractors, except where the context otherwise requires;

(e) any reference to a person will be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality) and a reference to a person (including a party to this Agreement) includes a reference to that person's legal personal representatives, successors and assigns;

(f) words importing the singular shall include the plural and vice versa; words importing any gender shall include every gender;

(g) the word "**including**" shall be construed as meaning including without limitation;

(h) the Authority shall not be imputed with knowledge of any fact, matter or thing merely because that fact, matter or thing is within the knowledge of the State's servants or agents; and

(i) the rule known as the *ejusdem generis* rule shall not apply to the interpretation of this Agreement and accordingly general words, including those introduced by "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by general words; and

(j) the words in this Agreement shall bear their natural meaning.

1.3 Contra Proferentum

The parties have had the opportunity to take legal advice on this Agreement and no terms shall therefore be construed *contra proferentum*.

1.4 Ambiguities

In the event of any conflict or inconsistency between the terms of this Agreement and any document or other agreement referred to herein, such conflict shall be resolved in the following order of priority:

(a) This Agreement (not including its Schedules);

(b) Schedules to this Agreement;

(c) Mandatory provisions of the Instructions to Tenderers; and

(d) the Tender Submission,

save that, where in the reasonable opinion of the Authority and at the Authority's sole discretion, the Tender Submission with a higher standard of service than another provision of this Agreement, the Tender Submission shall prevail.

2. Duration

This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, the Agreement shall continue in full force and effect for a period of two years from the Commencement Date with the option to extend on an annual basis thereafter up to a maximum total 4 year contract. The option to extend rests solely with the Authority and will be based on service requirements, Service Provider performance and the availability of funding.

3. Obligations of the Parties

3.1 In consideration of the award of this contract, and the payment by the Authority of the charges to the Service Provider in accordance with clause 10 and the Payments Schedule, the Service Provider agrees to supply the Services to the Authority in accordance with the terms of this Agreement.

3.2 While this Agreement is in force the Service Provider shall give the Authority such time and attention as may be necessary for the proper exercise of its duties under the Agreement.

3.3 The Service Provider agrees to provide the Services in a timely manner, in accordance with the timeframes set out in the Services Specification Document (if any). The Service Provider shall co-operate with all the Authority personnel and any third parties involved in the provision of services to the Authority to the extent reasonably required to ensure that the Services are provided in accordance with any such timeframes set out in the Services Specification Document.

4. NOT USED

5. Change Control

Any request for material changes to the Services will be dealt with in accordance with the Change Control Procedure.

6. Project Governance

6.1 The Authority and the Service Provider shall each appoint a project manager for the purposes of this Agreement (respectively the "**Authority Project Manager**" and the "**Service Provider Project Manager**" and the term "**Project Manager**" shall be construed accordingly) who shall act as the primary point of contact in respect of all matters relating to this Agreement. Subject to the terms of clause 8 (Key Personnel) each party shall notify the other of any change in the identity of its Project Manager from time to time.

6.2 The parties agree to participate in regular review meetings, including without limitation meetings with any Other Service Providers or any other third parties (together with, or in the absence of, the Authority) as required by the Authority (acting reasonably).

7. Status of the Service Provider and Employee Matters

7.1 Status of the Service Provider

Subject to clause 24, the parties agree that the Service Provider is and shall be an independent Service Provider and not the servant, agent or employee of the Authority.

7.2 Provision of services to other persons

Subject to clause 14, nothing in this Agreement shall preclude the Service Provider from providing similar or any other services to any other person or firm except where the Authority considers such provision may create a conflict of interest, in which case the Service Provider may not provide the services without first obtaining the prior written consent of the Authority, not to be unreasonably withheld.

7.3 Responsibility for Employees

(a) It is agreed and acknowledged that:

(i) the Service Provider is fully responsible for, and the Authority has no responsibility for or to, the Service Provider's employees, servants or agents;

(ii) the Service Provider's employees, servants or agents shall not be entitled to any salary, wages, overtime payments, sick or holiday pay, pension, bonus or additional or fringe benefits of any kind from the Authority and such are the responsibility of the Service Provider;

(iii) the Service Provider shall be responsible for income tax liabilities, PRSI contributions, levies or other deductions required by law in respect of itself or its employees, servants or agents (including, for the

avoidance of doubt, all PAYE deductions for tax and universal social charge contributions from the remuneration which it pays to Personnel);

(iv) the Service Provider shall be responsible for the day-to-day management and control of its employees, servants and agents and the Authority shall have no such responsibility or control; and

(v) the Service Provider is responsible for providing and maintaining any equipment or resources to be used by its employees, servants or agents and the Authority shall have no such responsibility (unless agreed otherwise).

(b) The Service Provider shall indemnify and keep indemnified the Authority against any claim (including but not limited to a claim for income tax, PRSI, universal social charge, any other deductions required by law and any interest and penalties thereon) which may be made against the Authority by the Revenue Commissioners, the Department of Social Protection, the Service Provider's employees or any third party, or any order or award made by any tribunal or court, relating to a determination or allegation that the Service Provider's employees, servants or agents are employees of the Authority, together with all costs and expenses incurred by the Authority in connection with or arising out of any such claim, order or award (including reasonable legal costs in defending such claim if necessary).

(c) The Service Provider shall indemnify and keep indemnified the Authority against Employee Liabilities arising from death or personal injury suffered by the Service Provider's employees, servants or agents in providing the Services, except to the extent that such arises due to any negligent act of the Authority.

7.4 No partnership

Subject to clause 24, nothing in this Agreement shall constitute a partnership or joint venture nor establish a relationship of agency between the parties or a relationship of employment between the Authority and the Service Provider's servants or agents.

7.5 No authority

The Service Provider shall have no power or authority to enter into any agreement, contract or commitment for or on behalf or in the name of the Authority in connection with, or pursuant to, the provision of the Services or otherwise without the prior specific consent in writing of the Authority.

7.6 Stand-Still Period

During the 6 (six) month period preceding the date of expiry of this Agreement, or at any time after either party has given notice to terminate this Agreement, the Service Provider shall not, and shall procure that its Associated Companies, contractors or sub-contractors (of any tier) shall not, without the prior written consent of the Authority:

(a) amend, or offer, promise or agree for the future to amend, terms and conditions of employment including, without limitation, the rates of remuneration (including pensions and bonuses), working hours, holidays and sick pay, of any employee employed by the Service Provider or by any of its Associated Companies, contractors or sub-contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of this Agreement; or

(b) increase or decrease the number of employees whose work (or any part of it) is work undertaken for the purposes of this contract, or make offers of employment that would have the effect of increasing the number of such employees or give notice of termination of employment that would have the effect of decreasing the number of such employees.

7.7 Employee Information

(a) At any time during the term of this Agreement where notified in writing by the Authority to do so, the Service Provider shall provide Employee Information (as defined below) to the Authority within 10 (ten) business days of such notice.

(b) It is agreed that the Authority may disclose Employee Information to any Prospective Tenderer, but that the Authority shall not disclose Employee Information (or any part of that information) to any other person without the Service Provider's consent except where the Authority is required by law or under regulatory rules to disclose such information.

(c) Where Employee Information has been provided by the Service Provider to the Authority, the Service Provider shall:

(i) within 10 (ten) business days of any amendment to such information, or the discovery of new relevant information, inform the Authority of any change to the information provided and/or provide any new Employee Information not previously provided;

(ii) use its best endeavours to clarify within 10 (ten) business days any matter upon which clarification is requested by the Authority; and

(iii) use its best endeavours to co-operate with any other reasonable request made by the Authority concerning the Employee Information or concerning the Service Provider's employees or the employees of its Associated Companies, contractors or sub-contractors (of any tier).

(d) "Employee Information" means:

(e) An overview of how the Services are provided, including but not limited to setting out the total number of persons engaged by the Service Provider to provide the Services and indicating in each case whether those persons are

employed by the Service Provider, its Associated Companies or by any of its contractors or sub-contractors of any tier; and

(f) In relation to employees of the Service Provider or its Associated Companies who are wholly or mainly assigned to the provision of the Services, a spreadsheet containing the following:

(i) employee's job title and staff number

(ii) name and address of the applicable employer (i.e. whether employed by the Service Provider or an Associated Company);

(iii) date of birth;

(iv) details of remuneration (including salary and all benefits, perquisites, bonuses, commission, share plans, overtime or other such payments);

(v) details of any pension scheme contributions or entitlement;

(vi) details of any other contractual entitlements (for example health insurance, permanent health insurance and company car);

(vii) normal working hours;

(viii) approximate percentage of the employee's working time spent on the Services (expressed as a percentage of the total work the employee carries out for his/her employer);

(ix) contractual annual leave entitlements and accrued annual leave;

(x) details of whether employment is permanent, temporary, part-time or fixed-term;

(xi) length of service;

(xii) notice period;

(xiii) any amendments to terms and conditions of employment covering future dates which has already been agreed; and

(xiv) any contractual redundancy or severance entitlement whether express or implied; and

(g) In relation to each person mentioned in clause 3.3.1(f) above, the following:

(i) terms and conditions of employment (copy contracts of employment) including details of terms incorporated from any collective agreement or arising out of any custom or practice;

(ii) employee handbook and/or policies and procedures forming part of the employees' contracts;

(iii) workforce structure and lines of responsibility;

(iv) details of any outstanding or reasonably anticipated liability for past breaches of such employment contracts;

(v) details, including expected return dates, of any employee who is on sick leave, maternity leave or other statutory or contractual leave (other than normal holiday leave) whether paid or unpaid;

(vi) details of any outstanding or potential liability under statute or otherwise (for example, any claim for unfair dismissal or discrimination or wrongful dismissal);

(vii) details of any employee grievances or current disciplinary action;

(viii) details of trade union recognition, any collective agreements, any areas of industrial dispute and any decisions or recommendations of a court or otherwise affecting the workforce that are still in effect;

(ix) details of any employees currently serving a notice period or garden leave period prior to termination of their contract; and

(x) details of any other outstanding or potential contractual liability to be met by a new contractor were it to become employer of such persons;

(h) In relation to any employees providing the Services, whether they be employees of the Service Provider, an Associated Company or contractors or subcontractors of any tier, confirmation that any such employee would not reasonably be deemed to be an employee of another employer due to his working arrangement; and

(i) Such other information as the Authority may reasonably require in relation to the Service Provider's employees or the employees of its Associated Companies, contractors or subcontractors (of any tier).

8. Key Personnel

8.1 Unless the Key Personnel are removed in accordance with clause 8.2, or cease to be employed by or contracted to the Service Provider, are taken ill, are injured or are on maternity or paternity leave, the Service Provider will use all reasonable endeavours to ensure that the Key Personnel shall continue to provide the Services to the Authority until expiry or termination of this Agreement in accordance with its terms. Subject to clause 8.2, with the exception of a member of the Key Personnel who ceases to be employed by or contracted to the Service Provider, who is taken ill, is injured or is on maternity or paternity leave, the Key Personnel may only be removed by the Service Provider in advance of the completion of the Services with the prior written consent of the Authority, such consent not to be unreasonably withheld. In all cases the Key Personnel (whether removed with consent or otherwise pursuant to the terms of this clause) must be replaced with an employee, servant or agent of equal or higher ability. Prior to the removal of any Key Personnel in accordance with this clause, the Service Provider shall (where possible in advance of any such removal) furnish the Authority with a copy of the proposed replacement's curriculum vitae and all details required to enable the Authority to satisfy itself that the employee, servant or agent is appropriately qualified for the provision of the Services.

8.2 If at any time during the term of this Agreement the Authority reasonably determines that any employees, servants or agents of the Service Provider are not suitable for the provision of the Services, it shall notify the Service Provider of its decision and the Service Provider shall immediately remove the said person(s) from the Services and replace him/her in accordance with the procedures set out in clause 8.1. The Service Provider shall indemnify and keep indemnified the Authority from any Employee Liabilities that may result from such action or that relate to the removal of that person from the Service(s).

9. Maintenance of records

The Service Provider shall keep detailed records of all acts and things done by it in relation to the performance of the Services and at the Authority's request shall make them available for inspection and shall, at the Service Provider's own expense, provide to the Authority copies of all documentation required by the Authority at any time.

10. Payment

10.1 Basis of payment

The Authority shall pay the Service Provider in accordance with the Payments Schedule. The Service Provider acknowledges that payments may be subject to retention provisions as set out in the Payments Schedule.

10.2 Notification

(a) The Service Provider shall, on a monthly basis (or such other period as may be requested by the Authority), notify the Authority of the time spent in carrying out the Services over the course of that month and shall produce any such record, back-up or other evidence relating to the time spent as the Authority may require.

(b) The Service Provider shall maintain records of all fees incurred in respect of the Services in electronic format (or such other format specified by the Authority). The records maintained by the Service Provider shall contain details of all Services undertaken, the dates and identities of the Personnel who carried out such Services and the identities of the personnel of the Authority who authorised the carrying out of such Services. The Authority shall be entitled to inspect the Service Provider's fee records upon providing notice of such inspection to the Service Provider.

10.3 Payment

(a) Invoices shall be submitted to the Authority in accordance with the Payments Schedule.

(b) Payment of any sums due (including all legally demandable VAT, at the rate for the time being properly chargeable in respect of the supply of goods and services by the Service Provider under this Agreement) shall be made on a net monthly account basis such that payment is made on the last business day of the month following the month of the invoice date, provided all monies specified in the Service Provider's invoice raised are due and undisputed and the invoices are valid VAT invoices and are correctly addressed. The Service Provider will be responsible for any VAT due in respect of fees received under this Contract.

(c) The Authority shall be entitled to make deductions from the payments specified in this Agreement where it is required by law or otherwise entitled to make such deductions. In particular, Professional Services Withholding Tax will be deducted at source as directed by the Revenue Commissioner from the Service Provider's payment and remitted to the Revenue, if the Service Provider is providing professional services.

(d) Payment of any monies under this Agreement does not give rise to an inference that the Service Provider has fulfilled its obligations to the satisfaction of the Authority or is entitled to any such payment.

10.4 Right of set-off

Where, in any case, the Service Provider is liable to make any payment to the Authority under this Agreement or otherwise, the Authority may set off any such payments due to it against any fees due by the Authority to the Service Provider on this or any other contract between the parties.

10.5 Current tax clearance certificate

The Service Provider shall not be entitled to any payment if at any time in response to a request from the Authority the Service Provider does not produce a current tax clearance certificate from the Revenue Commissioners of Ireland confirming suitability on tax grounds.

10.6 Daily Rates

The Daily Rates set out in the Daily Rate Table of Schedule 2 (Payments Schedule):

i. are fixed for the period up to the second anniversary of the Commencement Date and shall not before that date be subject to any price adjustment or escalation formula to reflect variations in currency, exchange rates, taxation, the cost of labour, materials, overheads or any other expense; and

ii. following the second anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date (a "**Readjustment Date**"), shall be adjusted by the percentage increase or decrease (if any) of the Index figure current at the Readjustment Date compared with the Index figure current on the previous Readjustment Date, or, in the case of the first readjustment, compared with the Index figure current on the Commencement Date. Between Readjustment Dates, the fees as adjusted will be fixed for the year following the Readjustment Date and shall not be subject to any further price adjustment or escalation formula to reflect variations in currency, exchange rates, taxation, the cost of labour, materials, overheads or any other expense until the next Readjustment Date.

11. Title, Ownership and Licensing

11.1 The Service Provider agrees that all Intellectual Property Rights for the full terms thereof throughout the world arising in any works or material originated, conceived, written or created specifically for the Authority by the Service Provider or the Personnel, in connection with the supply of the Services (the "**Customised Materials**"), shall vest in and be the absolute property of the Authority. The Intellectual Property rights in respect of any works or material supplied in connection with the Services, which are not Customised Materials, shall vest in and be the absolute property of the Service Provider and the Service Provider grants to the Authority a worldwide, non-exclusive, perpetual, sub-licensable, transferable and royalty-free licence to use such works and material. The Service Provider shall, at the request and expense of the Authority, do all things necessary or desirable to substantiate the rights of the Authority under this clause.

11.2 The Service Provider hereby waives, and shall procure that the Personnel waive, all current or future moral or similar rights arising in connection with the Customised Materials insofar as they may lawfully do so in favour of the Authority and for the avoidance of doubt this waiver shall extend to the licensees and successors in title to the Intellectual Property Rights in such Customised Materials.

11.3 The Service Provider acknowledges that all rights in any materials (including without limitation any and all computer programs, data, diagrams, charts, reports, specifications, studies, and development tools) provided by the Authority to the Service Provider ("**Authority Materials**") shall at all times vest in and be the absolute property of the Authority.

11.4 Title to any other goods or physical media of which the Deliverables are comprised shall vest in the Authority on the earlier of delivery to the Authority or payment of any relevant charges for them. The Service Provider shall do all things necessary or desirable to substantiate the rights of the Authority under this clause.

12. Assignment, Sub-Contracting and Novation

12.1 Service Provider

With the exception of the Agreed Sub-Contractors, the Service Provider shall not be entitled to assign and/or sub-contract any of its rights and/or obligations under this Agreement without the prior written consent of the Authority.

12.2 The Service Provider shall procure the compliance with the terms of this Agreement by the Agreed Sub-Contractors and by any sub-contractor, servant or agent appointed by the Service Provider pursuant to clause 12.1, provided that the Service Provider shall remain primarily liable to the Authority for the performance of the Service Provider's obligations under this Agreement notwithstanding the appointment of the Agreed Sub-Contractors or any sub-contractor, servant or agent appointed by the Service Provider pursuant to clause 12.1.

12.3 Authority

The Authority may transfer, assign or novate all or any part of the terms and conditions of this Agreement to any public sector body and shall give prompt notice to the Service Provider of such transfer, assignment or novation. The Service Provider agrees to do all acts, and execute all documents, necessary to give effect to such transfer, assignment or novation.

13. Confidentiality

13.1 Confidential

The parties agree and acknowledge that they will keep, and will ensure that their personnel shall keep, Confidential Information confidential, and shall not at any time for any reason whatsoever disclose or permit Confidential Information to be disclosed to any third party except as permitted hereunder to enable them to carry out their duties and obligations under the Agreement.

13.2 Third parties

(a) The parties shall procure that each of their employees and any other personnel having access to Confidential Information shall be subject to the same obligations as set out in this clause 13 with respect to Confidential Information and shall enter into a suitable confidentiality agreement in a form agreed by the parties or, insofar as that is not reasonably practicable, they shall take all reasonable steps to ensure that their personnel and employees are made aware of and perform such obligations.

(b) The Service Provider further agrees and acknowledges that it and its Personnel are subject to, and to the extent applicable shall comply with, Section 38 of the Dublin Transport Authority Act 2008.

13.3 Permitted disclosure

Either party may disclose Confidential Information:

(a) if and to the extent required by law or for the purpose of any judicial inquiry or proceedings;

(b) if and to the extent required by any securities exchange or regulatory or governmental body to which it is subject wherever situated, including (amongst other bodies) the Public Accounts Committee, any other Oireachtas Committee, and/or the Irish Stock Exchange, whether or not the requirement to disclose the Confidential Information has the force of law;

(c) if and to the extent necessary or desirable to enable mediation under clause 23;

(d) where necessary, to its professional advisers, auditors and bankers;

(e) if and to the extent that it is necessary to carry out its Services hereunder;

(f) in the case of a disclosure by the Service Provider, if and to the extent that the Authority has given prior written consent to the disclosure; or

(g) in the case of the Authority, pursuant to an access request under the Freedom of Information Acts 2014 (the "**FOI Acts**"), subject where relevant to the Authority seeking submission from the Service Provider in accordance with Section 38 of the FOI Acts.

14. Conflict of Interest

14.1 No conflict

The Service Provider agrees and acknowledges that:

(a) it and its Personnel are subject to, and to the extent applicable shall comply with, Section 37 of the Dublin Transport Act 2008; and

(b) without prejudice to the generality of clause 14.1(a), shall ensure that no conflict of interest arises in respect of its performance of the Services under this Agreement.

14.2 Disclosure

The Service Provider shall disclose to the Authority, within forty-eight hours of it coming to its attention, any conflict of interest or potential conflict of interest which it, any of its affiliates, Associated Companies, or any of its Agreed Sub-Contractors may have in performing the Services.

14.3 Authority rights

In the event of any conflict or potential conflict of interest arising, the Service Provider agrees and acknowledges that it is a matter for the Authority to decide the appropriate action to be taken (including termination of contract) in accordance with Section 37 of the Dublin Transport Act 2008 and the terms of this Agreement.

14.4 Service Provider warranty

The Service Provider hereby expressly agrees and warrants that for the duration of this Agreement neither the Service Provider nor any of its Agreed Sub-Contractors shall, unless otherwise agreed in advance with the Authority, provide any advice to any person other than in accordance with this Agreement in connection with any matter connected with the Services.

14.5 Third parties

The Service Provider shall ensure that its Personnel comply with this clause 14 and Section 38 of the Dublin Transport Authority Act 2008 as if they were a party to this Agreement.

15. Intellectual Property Indemnity

15.1 The Service Provider shall indemnify the Authority against all damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any third party Intellectual Property Rights in consequence of the use or possession of any Deliverables (or any part thereof) by the Authority and the supply of the Services (or any part thereof) by the Service Provider under this Agreement, subject to the following:

(a) the Authority shall promptly notify the Service Provider in writing of any alleged infringement of which he has notice;

(b) the Authority must make no admissions without the Service Provider's prior written consent; and

(c) the Authority, at the Service Provider's request and expense, shall allow the Service Provider to conduct any negotiations or litigation and/or settle any claim. The Authority shall give the Service Provider all reasonable assistance. The costs incurred or recovered in such negotiations or settled claim shall be for the Service Provider's account.

If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Services (or any part thereof) or, if in the Service Provider’s reasonable opinion such an allegation is likely to be made, the Service Provider may at his own expense modify or replace the Services (or any part thereof) so as to avoid the infringement, without detracting from overall performance, the Service Provider making good to the Authority any loss of use during modification or replacement.

16. Rights of Third Parties

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

17. Warranties

17.1 The Service Provider warrants that the Deliverables, and any other equipment or materials to be provided to the Authority under this Agreement, shall be fit for purpose and free from material defects in normal use.

17.2 The Authority shall give notice to the Service Provider as soon as practicable upon becoming aware of any breach of the warranty in clause 17.1. Without prejudice to any other rights and remedies to which the Authority may be entitled under this Agreement or otherwise, the Service Provider shall after receipt of notice of a breach of warranty remedy same by repair or replacement of the Deliverables, or the equipment or materials, in question without charge to the Authority so as to ensure that the item in question complies with the warranty in clause 17.1.

17.3 The Service Provider warrants that the Services shall be provided by appropriately experienced, qualified and trained personnel and that the Services shall be rendered with all due skill, care and diligence.

17.4 The Service Provider warrants that the provision of the Services will not infringe the Intellectual Property Rights of any third parties.

17.5 The Service Provider warrants that it has the authority to enter into this Agreement and to perform its obligations under this Agreement and that no material conflict of interest shall arise for the Service Provider by virtue of the Service Provider entering this Agreement.

17.6 The Service Provider warrants that all information supplied by the Service Provider in the Tender Submission is true and accurate in all respects as at the date of this Agreement save as otherwise disclosed in writing to the Authority.

17.7 The Service Provider warrants that it shall:

(a) observe and comply with all Applicable Law to the extent that such laws are relevant to the performance of its obligations under this Agreement; and

(b) obtain at its own risk and expense from the appropriate authorities or any third parties all permits and licences necessary for the proper performance of its obligations under this Agreement.

17.8 The Service Provider warrants that it is a company duly incorporated and validly existing under the laws of Ireland.

18. Force Majeure

18.1 Affected Party obligations

If a party is affected by a Force Majeure then the party so affected (the "**Affected Party**") shall promptly notify the other party in writing of the nature and extent of the circumstances in question and both parties shall consult each other and make every reasonable effort to mitigate the effect of such Force Majeure on the Affected Party's ability to perform its obligations under this Agreement.

18.2 Effect of Force Majeure

(a) Notwithstanding any other provisions of this Agreement, but subject to clause 18.2(c), the Affected Party shall be deemed not to be in breach of this Agreement or otherwise be liable to the other party for any delay in performance or non-performance of its obligations under this Agreement arising from the operation of a Force Majeure which it has notified to the other party. The time for the performance of obligations affected by a Force Majeure which has been duly notified to the other party shall, subject to clause 18.2(c), be extended until such time as the Force Majeure ceases to exist.

(b) The Affected Party shall notify the other party immediately in writing once the Force Majeure has ended and shall forthwith resume performance of its obligations under this Agreement.

(c) If any circumstances of Force Majeure exist for a continuous period of six months then the Authority shall be entitled to terminate the Service Provider's appointment under this Agreement forthwith by giving notice in writing to the Service Provider.

19. Termination

19.1 Termination Events

This Agreement may be terminated by the Authority immediately in writing (without prejudice to any other rights and remedies which it may possess):

(a) if in the reasonable opinion of the Authority there has been material breach, default or negligence by the Service Provider or flagrant or persistent neglect by the Service Provider of its obligations under this Agreement and, the Authority having served written notice on the Service Provider notifying it of the breach, default or negligence, the Service Provider has failed to remedy such breach, default or negligence within a period of ten Working Days of such notification;

(b) if the Service Provider (or, where the Service Provider is a partnership, any partner in the Service Provider) becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (where the Service Provider is a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or the Service Provider has a receiver or manager appointed to its undertakings or if any security is enforced against any asset of the Service Provider or any distress or execution shall be threatened or levied upon any asset of the Service Provider or if the Service Provider is unable to pay its debts in accordance with the law relating to this Agreement;

(c) if the Service Provider has been guilty of conduct tending to bring itself or the Authority into disrepute;

(d) if funding of the Authority in connection with the matter the subject of the Services shall cease; or

(e) if the performance of the Service Provider's duties hereunder is not satisfactory in the reasonable opinion of the Authority.

19.2 The Agreement may be terminated by the Authority immediately in writing where:

(a) in the reasonable opinion of the Authority, the Agreement has been subject to substantial modification, which would require a new procurement procedure pursuant to Article 89 of Directive 2014/25/EU and/or Regulation 97 of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016;

(b) the Service Provider has, at the time of the award of the Agreement, been in one of the situations referred to in Article 57(1) of Directive 2014/24/EU of the European Parliament and of the Council, and/ or Regulation 57(1) or (2) of the European Union (Award of Public Authority Contracts) Regulations 2016 and should therefore have been excluded from the procurement procedure for this Agreement; or

(c) the Agreement should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties governing the European Union and/or Directive 2014/25/EU and/or the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, which infringement has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

19.3 Authority voluntary right

This Agreement may be terminated by the Authority at any time on giving 3 months' written notice to the Service Provider. In such circumstances the Authority shall pay the Service Provider for all Services which have been performed in accordance with the terms of this Agreement up to and including the date of termination..

19.4 Service Provider waiver

Without prejudice to any other clause of this Agreement, the Service Provider waives any rights it may have under this Agreement, under statute, in equity or otherwise at law to seek compensation for loss of profit, loss of business or any indirect or consequential losses resulting from the Authority's termination of this Agreement, including, without limitation, pursuant to clause 19.1, 19.2 or 19.3.

19.5 Consequences of termination

The parties shall develop an Exit Management Plan in accordance with the provisions of Schedule 6. On termination of this Agreement for any reason, the provisions of the Exit Management Plan shall apply. For the avoidance of doubt, the Service Provider shall have no lien on documents in its possession or under its control for payment due to it by the Authority.

19.6 Without prejudice

The provisions of this clause 19 are and shall be without prejudice to any other rights or remedies which the Authority may have.

20. Transfer of Undertakings

20.1 In this clause 20

"**Employee**" means any employee of the Existing Contractor or of any third party whose terms and conditions of employment transfer to the Service Provider under Regulation 4 of the Transfer Regulations;

"**Existing Contractor**" means Abtran, the contractor currently providing some or all of the services the subject of this Agreement;

"**New Contractor**" means the Authority or any third party that will provide some or all of the Services on the termination or expiry of this Agreement;

"**Retransfer Date**" means the date on which the relevant Retransferring Employee transfers to a New Contractor in accordance with the Transfer Regulations;

"**Retransferring Employee**" means any employee of the Service Provider or of any third party whose terms and conditions of employment transfer to a New Contractor under Regulation 4 of the Transfer Regulations on the termination or otherwise of this Agreement;

"**Transfer Date**" means the date on which the Employees transfer to the Service Provider in accordance with the Transfer Regulations; and

"**Transfer Regulations**" means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, including any statute or statutory provision which amends, extends, consolidates or replaces the same.

20.2 The Parties acknowledge that the Transfer Regulations may apply on or following the commencement of this Agreement such that persons currently providing all or part of the Services would transfer to the Service Provider and that, should the Transfer Regulations apply, the contracts of employment of the Employees (save insofar as excluded under Regulation 4 of the Transfer Regulations) will have effect from the Transfer Date as if originally made between the Service Provider and the Employees. However, the Service Provider acknowledges and agrees that it shall be liable for all Employee Liabilities resulting from the application or alleged application of the Transfer Regulations on, or following, commencement of this Agreement, that the Authority has made no representations regarding the Transfer Regulations and that the Authority has not provided any warranty or indemnity of any nature regarding the application of the Transfer Regulations or the identity of the persons who may transfer to the Service Provider in accordance with the Transfer Regulations.

20.3 If the Transfer Regulations apply on or following commencement of this Agreement, it is agreed that:

(a) the Service Provider shall comply with its obligations under the Transfer Regulations;

(b) the Authority shall provide information and assistance so far as it is reasonably able to do so in order to allow the Service Provider to so comply with its obligations under the Transfer Regulations, including using reasonable endeavours to obtain from the Existing Contractor (or other applicable employer) details of the Employees' existing contractual rights and obligations. However, the Authority neither warrants, represents nor takes responsibility for the accuracy of information so obtained from the Existing Contractor and provided to the Service Provider; and

(c) the Service Provider shall indemnify the Authority and keep the Authority indemnified on demand against any and all Employee Liabilities relating to Employees (or persons claiming to be Employees) arising from:

(i) a refusal to employ such person;

(ii) the employment or termination of such person's employment by the Service Provider after the Transfer Date;

(iii) any changes in such person's terms and conditions of employment after the Transfer Date;

(iv) any failure by the Service Provider to comply with the Transfer Regulations, including the information and consultation requirements in Regulation 8; and

(v) any failure by the Service Provider to comply with its obligations under this clause 20.3.

20.4 It is acknowledged and agreed that if, on the termination or expiry of all or part of this Agreement, the provision of some or all of the Services pursuant to it are transferred to a New Contractor and such transfer constitutes a transfer within the meaning of the Transfer Regulations, then the provisions of clauses 20.5 to 20.7 below shall apply.

20.5 The Service Provider shall comply with its obligations under the Transfer Regulations, including its information and consultation obligations under Regulation 8 of the Transfer Regulations, and it shall provide any reasonably necessary information and assistance to a New Contractor to allow that party to comply with its obligations (including providing a list of Retransferring Employees together with their terms and conditions of employment and allowing the New Contractor to address Retransferring Employees as is reasonably necessary in the lead up to the Retransfer Date).

20.6 The Service Provider shall indemnify the Authority and the New Contractor and keep the Authority and New Contractor indemnified on demand against any and all Employee Liabilities relating to Retransferring Employees (or a person claiming his employment should transfer to the New Contractor) arising from:

(a) any claim which relates to such person's employment by the Service Provider before the Retransfer Date;

(b) the employment or termination of such person's employment by the Service Provider before the Retransfer Date;

(c) any changes in such person's terms and conditions of employment before the Retransfer Date;

(d) any failure by the Service Provider to comply with the Transfer Regulations, including the information and consultation requirements in Regulation 8;

(e) a failure by the Service Provider to provide an accurate list of Retransferring Employees together with their terms and conditions of employment; and

(f) the non-disclosure or inaccurate disclosure of Employee Information.

20.7 If it is alleged that the provisions of the Transfer Regulations operate so as to transfer to the New Contractor a person other than a Retransferring Employee whose identity was notified to the New Contractor in accordance with clause 20.5 above:

(a) the New Contractor shall, upon becoming aware of the alleged application of the Transfer Regulations to such person, inform the Service Provider, and the Service Provider shall within 5 (five) business days:

(i) provide all relevant information to the New Contractor relating to such person and his employment as reasonably requested by the New Contractor; and

(ii) consult with the New Contractor in good faith as to the appropriate steps to be taken in relation to that person;

(b) the Service Provider shall, within 10 (ten) business days, offer such person employment on their same terms and conditions of employment; and

(c) the Service Provider covenants to pay to the New Contractor on demand an amount equal to any and all Employee Liabilities arising out of such person's employment and/or the termination of such person's employment, so long as such termination takes place within 2 (two) months of the New Contractor becoming aware of such allegation.

20.8 The Authority holds the benefit of any indemnities, covenants, agreements or warranties provided under this clause 20 (or any sub-clauses hereof) for itself and in trust for any nominee or New Contractor, and the Service Provider agrees that the Authority has the right at its sole discretion to assign the benefit of such indemnities to a New Contractor or that, when requested to do so by the Authority, the Service Provider shall execute indemnities, covenants, agreements or warranties in similar terms as this clause 20 in favour of a New Contractor.

20.9 Where the Service Provider chooses to provide all or any part of the Services through an Associated Company, contractor or subcontractor:

(a) the term "Service Provider" shall be interpreted where necessary as including such Associated Company; and

(b) the Service Provider shall ensure that any such Associated Company, and any contractors or subcontractors providing some or all of the Services, comply with the Transfer Regulations (if applicable) and any obligations to provide information or assistance to the Authority or a New Contractor in the same manner as such applies to the Service Provider.

21. Liability

21.1 Save in respect of death or personal injury caused by the negligence of either party, breach of this Agreement by virtue of fraud or wilful default, or breach of any Intellectual Property Rights by the Service Provider (including, for the avoidance of doubt, any liability under the indemnity at clause 15), each party's liability for any claim whether in contract, tort (including negligence) or otherwise, for any loss or damage, arising out of or in connection with this Agreement or otherwise shall in no case exceed 200% of sums paid and payable by the Authority under this Agreement in respect of any event or series of connected events.

21.2 In no event shall either party be liable for special, incidental, indirect or consequential damages.

22. Insurance obligations

22.1 The Service Provider shall be required at all times during the term of this Agreement, and for a period of 2 years thereafter, to effect and maintain such levels of insurance with a reputable insurer as may be required to cover any potential liability of the Service Provider under this Agreement.

22.2 Without prejudice to the generality of clause 22.1, the Service Provider shall, as a minimum, carry throughout the term of this Agreement the levels and types of insurance set out below under forms of policy which are acceptable to the Authority, acting reasonably:

(a) Professional Indemnity: €6,500,000 each and every claim, unlimited any one Period of Insurance

(b) Employer's Liability: €13,000,000 each and every claim, unlimited any one Period of Insurance

(c) Public Liability: €6,500,000 each and every claim, unlimited any one Period of Insurance

22.3 The Service Provider shall notify the Authority immediately in the event that any of the insurances described in clause 22.2 ceases to be available or maintained.

22.4 The insurance policies described in clause 22.2 shall include an indemnity to principals clause specifically indemnifying the Authority. None of the policies described in clause 22.2 shall include any terms or conditions to the effect that the Service Provider must discharge any liability before being able to recover from the insurers.

22.5 If the Service Provider fails to provide the insurance cover specified in clause 22.2, the Authority may do so for the whole or part of the period for which such cover is required, without being under any obligation so to do, and may deduct any costs it incurs in obtaining such cover from any sums due to the Service Provider under this Agreement, or otherwise recover such sums from the Service Provider.

22.6 The Service Provider shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to in clause 22.2 in the event of a claim under any of the policies.

23. Dispute Resolution

23.1 The parties shall use all reasonable endeavours to settle any dispute that may arise in connection with this Agreement.

23.2 If any dispute cannot be settled amicably by the Authority Project Manager and the Service Provider Project Manager within 10 Business Days, the dispute shall be referred to the Authority's [●] and the Service Provider's [●] . The Authority's [●] and the Service Provider's [●] will use all reasonable endeavours to resolve the dispute. If the dispute is not resolved by the Authority's [●] and the Service Provider's [●] within 10 Business Days of the matter being referred to them, the parties will refer the dispute to mediation in accordance with the CEDR procedures then in force before resorting to litigation. The mediation process will be commenced by service by one party on the other of a written notice that the issue is to be referred to mediation (the "**Mediation Notice**"). The parties shall agree on a choice of mediator with sufficient knowledge and experience in the industry sufficient to comprehend the technical and economic issues raised. In the event that the parties are unable to agree on a choice of mediator within 10 Business Days of the date of service of the Mediation Notice, the parties shall accept a mediator nominated by CEDR. The costs of the mediation shall be shared equally between the parties.

23.3 Nothing contained in this clause 23 shall restrict either party's freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to protect any Intellectual Property Rights or rights in Confidential Information or to otherwise prevent irreparable harm.

24. Data Protection

24.1 The Service Provider acknowledges that in providing the Services under this Agreement the Service Provider will process personal data within the meaning set out in Data Protection Law on behalf of the Authority. In such circumstances, the Service Provider acknowledges that the Authority is the data controller and the Service Provider is the data processor, as each term is defined in the Data Protection Acts and the Service Provider agrees that:

(a) the Service Provider processes personal data on behalf of the Authority in the context of providing the services under this Agreement, for the duration of the Term. The obligations and rights of the Authority shall be as set out in this Agreement;

(b) the Service Provider will only process such personal data in accordance with the documented instructions of the Authority, including with regard to transfers of personal data to a third country and solely as strictly necessary for the performance of its obligations under this Agreement;

(c) the Service Provider shall ensure that the persons authorised by the Service Provider to process such personal data are bound by appropriate confidentiality obligations;

(d) the Service Provider shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law;

(e) the Service Provider shall not engage any sub-processor without the prior written consent of the Authority and where the Authority has consented to the

appointment of a sub-processor, the Service Provider must not replace or engage other sub-processors without the prior written consent of the Authority;

(f) where any sub-contractor of the Service Provider will be processing such personal data on behalf of the Authority, the Service Provider shall ensure that a written contract exists between the Service Provider and the Sub-contractor containing clauses equivalent to those imposed on the Service Provider in this clause 24. In the event that any sub-processor fails to meet its data protection obligations, the Service Provider shall remain fully liable to the Authority for the performance of the sub-processors obligations;

(g) the Service Provider shall inform the Authority immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and provide such co-operation and assistance as may be required to enable the Authority to deal with such request in accordance with the provisions of Data Protection Law;

(h) the Service Provider shall assist the Authority by implementing appropriate technical and organisational measures to allow the Authority to comply with requests from data subjects to exercise their rights under Data Protection Law;

(i) the Service Provider shall assist the Authority in ensuring compliance with its obligations in respect of security of personal data under Data Protection Law;

(j) the Service Provider shall: (i) at the choice of the Authority, delete or return all such personal data to the Authority when the Service Provider ceases to provide service relating to data processing; and (ii) save as required by Applicable Law, delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data;

(k) the Service Provider shall: (i) make available to the Authority all information necessary to demonstrate compliance with the obligations laid down in this clause 24; and (ii) allow for and assist with audits, including inspections, conducted by the Authority or another auditor mandated by the Authority, in order to ensure compliance with the obligations laid down in this clause 24, including its data security obligations under Data Protection Law provided however that the Authority shall be entitled, at its discretion, to accept adherence by the Service Provider to an approved code of conduct or an approved certification mechanism to aid demonstration by the Service Provider that it is compliant with the provisions of this clause 24;

(l) the Service Provider shall inform the Authority immediately if, in its opinion, it receives an instruction from the Authority which infringes Data Protection Law;

(m) the Service Provider shall notify the Authority immediately after becoming aware of any personal data breach (as defined in Data Protection Law) and provide the Authority with such co-operation and assistance as may be

required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and

(n) no such personal data shall be transferred outside of the European Economic Area by the Service Provider or any of its agents or sub-processors without the prior written consent of the Authority which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Service Provider shall comply with the requirements of Data Protection law in respect of transfers of such personal data outside of the European Economic Area, to the extent that the Authority consents to any such transfer.

24.2 For the purposes of this clause 24, but not for any other purpose under this Agreement, the Authority appoints the Service Provider as its agent.

25. Authority Locations and Policies

25.1 The Authority shall afford to appropriate personnel of the Service Provider, and its sub-contractors, servants and agents, at all reasonable times and upon receipt of adequate prior notice, such access to the Authority Locations as may be necessary for the performance of the Service Provider's obligations hereunder provided always that such personnel comply with the terms of any Authority Policies notified by the Authority to the Service Provider from time to time. The Authority shall have the right to refuse admission to, or order the removal from, the Authority Locations of any person who is in breach of any rule relating to safety whilst at the Authority Locations where such rule has previously been brought to the attention of the Service Provider or who, in the opinion of the Authority, is in breach of the Authority Policies or who is under the influence of alcohol or drugs whilst at the Authority Locations. The Authority shall confirm action taken pursuant to this clause forthwith in writing to the Service Provider.

25.2 The Service Provider shall use best endeavours to ensure that in performing its obligations under this Agreement it does not disrupt the operations of or, save as may be reasonably unavoidable, inconvenience the Authority, its employees, agents, customers or service providers, or any other persons, including at the Authority Locations.

26. Notices

26.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

26.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is:

(a) in the case of the Authority:

National Transport Authority

Address:		Attention:
Haymarket House Smithfield Dublin D07 CF98 Ireland	[Email]	[*To be inserted*]

(a) in the case of the Service Provider:

[*name of Service Provider*]

Address:	[Email]	Attention:
[*To be inserted*]		[*To be inserted*]

or such other address or facsimile number as may be notified to the other party to this Agreement, such notice to take effect not less than five Working Days' after the service of the notice.

26.3 Delivery

(a) Subject to clause 26.3(b), a communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Working Days' after being deposited in the post postage prepaid in an envelope addressed to it at that address,

(iii) and, if a particular department or officer is specified as part of its address details provided under Clause 26.2, if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Authority will be effective only when actually received by the Authority and then only if it is expressly marked for the attention of the department or officer identified with the Authority's signature below (or any substitute department or officer as the Authority shall specify for this purpose).

26.4 English language

(a) Any notice given under or in connection with this Agreement must be in English.

(b) All other documents provided under or in connection with this Agreement must be:

(i) in English, or

(ii) if not in English, and if so required by the Authority, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

27. Waiver, Delay and Remedies

27.1 No waiver

The failure by either party to enforce any provision of this Agreement will in no way affect its right thereafter to require complete performance by the other party nor will the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provisions or be a waiver of the provision itself.

27.2 Delay

No failure or delay by the Authority in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

27.3 Remedies cumulative

Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

28. Amendment or variation

An amendment or variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

29. Non-Exclusivity

The Authority shall at all times be entitled to enter into separate contracts for the provision of any or all services the same as or similar to the Services with persons other than the Service Provider. Nothing in this Agreement shall create an exclusive relationship between the Authority and the Service Provider for the provision of Services.

30. Severance

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions become invalid, illegal or unenforceable then the validity and legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

31. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute one and the same instrument.

32. Entire Agreement

This Agreement (including its Schedules) contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except in accordance with clause 28.

33. Governing Law

The laws of Ireland govern the construction, validity and performance of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

SIGNED by [INSERT NAME OF INDIVIDUAL] _____

a duly authorised representative of/for and on behalf of the Authority

SIGNED by [INSERT NAME OF INDIVIDUAL] _____

a duly authorised representative of/for and on behalf of the Service Provider

SCHEDULE 1 – Services Specification Document

Introduction

The Authorities Transport Technology Directorate is responsible for developing and operating best in class technology solutions to support rail, bus and tram transport operators in delivering effective and efficient transport services to the public. To this end, the Directorate is procuring, implementing and operating solutions in the area of Real Time Passenger Information systems (On-Street Displays and the TFI Live mobile application), a new Automatic Vehicle Location system enabling operators to plan, track and manage bus services all over the country (NG-AVL), the national integrated transport ticketing solution (the Leap Card System) and is in the process of developing a next generation of ticketing systems (NGT). In addition, the Transport Technology Directorate is responsible for operational support for systems (including on-bus systems) used for delivering certain bus services that are overseen directly by the Authority (referred to as "BMO Services"), as well as service delivery, vendor/Service Provider management and compliance.

TFI Leap Card Integrated Ticketing System (ITS)

The Integrated Ticketing System (ITS) has been developed by The Authority to make transport usage in Ireland simpler, more attractive and most cost effective for passengers. ITS employs reusable and reloadable NFC enabled smart cards as the ticketing medium to enable multi-operator, multi-modal through ticketing. In addition to standard tickets and passes, an e purse is available on the smartcards to enable cashless fare payments for one-off journeys.

Next Generation Ticketing

Over time ITS will be replaced by a Next Generation of Ticketing (NGT) system. Several projects are running within The Authority which will support this transition. NGT will involve features like: mTicketing, EMV, Account Based Ticketing and Mobility as a Service. Over time the required support is likely to shift from ITS- to NGT-related projects.

Travel Information Systems

On-Street Displays and the TFI Live mobile application are all overseen by teams within the Authority.

Next Generation AVL (NG-AVL)

Multiple different automatic vehicle location systems are currently used on bus services in Ireland. The NG-AVL project currently underway seeks to replace these multiple systems with a single solution for bus services in Ireland.

Required Personal attributes or competencies

All onsite resources must have the following personal attributes or competencies:

- Highly motivated with a positive attitude and willingness to learn;
- Excellent communication and influencing skills, verbal and written;

- Planning and organising;
- Strong stakeholder management;
- Attention to detail;
- Continuous improvement;
- Flexibility towards different situations, consumers and business needs;
- Problem solving;
- Build relationships and share knowledge with your peers, colleagues and manager;
- Engage in and take ownership of personal development and career planning; and
- Strive to do things better for yourself, the team, and the Authority.

Experience, qualifications and services required (per role)

Role 1: Digital Product Owner

The NTA provide a number of digital services to the travelling public in the form of mobile phone applications and web content. The role of the digital product owner will be to define the vision for the assigned products(s) communicating with stakeholders across the board, including customers, business managers, and the development team to make sure the goals are clear, and the vision is aligned with Transport Technology business objectives.

The product owner will maintain a product roadmap, the product roadmap is a high-level, strategic visual summary that outlines the vision and direction for the product offering over time. The product owner will manage the product backlog through development cycles to delivery, overseeing all aspects of projects including procurement, delivery, testing, benefits analysis, business cases & operations plans. The product owner will engage with the customers, customer experience team and service delivery team on incident response. The product owner will work with project managers and vendors on timely delivery of updates, upgrades and enhancements. The product owner is responsible for ensuring the product is maintained on supported versions of infrastructure and application in a complaint manner for security, PCI and app store requirements.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;;
- 5+ years' experience in IT or digital product management;
- Prior Supplier/Vendor Management experience;
- Experience of coordinating multiple teams to achieve business outcomes; and
- Project Management Qualification desirable, but not essential.

Role 2: Business Analyst

The Business Analyst provides analysis and design services for enhancement projects and procurements. The Business Analyst will work within multiple transport projects and is responsible for analysing and specifying requirements, reviewing documents and producing detailed design specifications. Definition of business requirements and reporting back to stakeholders, creating detailed business analysis documents and outlining problems, opportunities and solutions for business users are key activities in this role.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- Hold at least 5 years' experience in IT, Operations, or a related field which shall consist of at least 3 years' experience as a Business Analyst, on large and complex projects;
- Demonstrable project management skills, including planning, organising, and managing resources.
- Proven experience with business technical and operational requirements analysis, including process and workflow modelling, development, and verification;
- Experience in analysing data to draw business-relevant conclusions and in data visualisation techniques and tools;
- Excellent experience in generating process documentation;
- Experience working with senior stakeholders across multi-disciplinary functions.
- Strong written and verbal communication skills including technical writing skills;
- Good understanding of networks, databases and other technology; and
- Project Management Qualification desirable but not essential.

Role 3: Operations Technical Support Engineer

The Operations Technical Support Engineer – Transport Technology plays a vital role in maintaining the reliability and performance of key transport systems across the network. Working closely with Operations Support Engineers, this role supports the operation of Automatic Vehicle Location (AVL) systems, ticketing platforms, transport operator planning tools, and the associated fixed and mobile communications infrastructure. The engineer collaborates with internal teams and subject matter experts to resolve incident and service requests, ensuring timely delivery of tasks and smooth operation of all supported services.

A core part of the role involves building strong working relationships with internal and external stakeholders, including NTA teams, transport operators, and suppliers. The engineer is responsible for keeping stakeholders informed through regular service updates, SLA reporting, and KPI tracking. They also contribute to the development and maintenance of standard operating procedures, knowledge base articles, and compliance documentation to support consistent, high-quality service delivery. This position ensures that all services meet required standards and that supporting documentation remains accurate and up to date.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in an electrical/mechanical engineering or computer science discipline;
- Have at least 5 years' relevant experience in a technical/engineering role (e.g. diagnostics, computer/phone/electronics maintenance/repair, industrial machine maintenance/repair, etc.);
- Have good knowledge of computers, operating systems/software, and experience with communication systems/protocols (e.g. OBD-II, EOBD, FMS, Canbus, Machine PLC, etc.).

Role 4: Operations Support Engineer

The Operations Support Engineer plays a key role in ensuring the reliability, performance, and continuous improvement of Transport Technology systems across the network. This position is responsible for maintaining and supporting a range of critical systems—including Automatic Vehicle Location (AVL), ticketing platforms, and Real-Time Passenger Information (RTPI) systems—ensuring they operate to the highest standards. The role involves hands-on troubleshooting of software, firmware, and hardware issues at operator sites, as well as providing training to customers and new operations personnel. The engineer will also coordinate system installations and upgrades, working closely with suppliers, operators, and internal teams to resolve technical issues efficiently and effectively.

Beyond day-to-day technical support, the Operations Support Engineer contributes to the development and upkeep of operational documentation, processes, and procedures to promote consistency and knowledge sharing across the organisation. The role includes managing incident faults through a structured service desk, monitoring back-office systems, and maintaining strong working relationships with stakeholders, contractors, and service providers. Additional responsibilities may be assigned by the Technical Operations Manager, offering opportunities to support broader operational initiatives and enhance the overall performance of Transport Technology services.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably engineering or computing;
- Have a minimum of 2 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;
- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 5: Senior Operations Support Engineer

The Operations Support Engineer plays a key role in ensuring the reliability, performance, and continuous improvement of Transport Technology systems across the network. This position is responsible for maintaining and supporting a range of critical systems—including Automatic Vehicle Location (AVL), ticketing platforms, and Real-Time Passenger Information (RTPI) systems—ensuring they operate to the highest standards. The role involves hands-on troubleshooting of software, firmware, and hardware issues at operator sites, as well as providing training to customers and new operations personnel. The engineer will also coordinate system installations and upgrades, working closely with suppliers, operators, and internal teams to resolve technical issues efficiently and effectively.

Beyond day-to-day technical support, the Operations Support Engineer contributes to the development and upkeep of operational documentation, processes, and procedures to promote

consistency and knowledge sharing across the organisation. The role includes managing incident faults through a structured service desk, monitoring back-office systems, and maintaining strong working relationships with stakeholders, contractors, and service providers. Additional responsibilities may be assigned by the Technical Operations Manager, offering opportunities to support broader operational initiatives and enhance the overall performance of Transport Technology services.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably engineering or computing;
- Have a minimum of 5 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;
- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 6: Senior ICT Administrator

The Senior ICT Administrator will support the NTA in delivering high quality, reliable public transport Automated Vehicle Location (AVL), ticketing and real time travel information systems. These applications are delivered and supported using a combination of NTA personnel, application vendors and third-party managed service providers (MSP).

This role will involve working with these providers to ensure that they are delivering services to contracted SLAs. This involves monitoring and management of ICT infrastructure, both on-premises and cloud, to ensure systems are secure, performant and available is a key element of this role.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 degree in IT, Computer Science or Engineering;
- 5+ years' experience in a Senior ICT Administrator role supporting a diverse and complex ICT environment;
- Certification in Microsoft Server products and ITIL; and
- Strong technical knowledge of and experience with key ICT technologies including Microsoft Windows Server, Microsoft Windows 11, VMware and virtualisation, Microsoft Azure, Amazon Web Services, Cisco equipment, LAN/WAN networking, Entra ID, SAN storage, Desktop management, Service Now, PowerShell scripting.

Role 7: Project Consultant

The role focuses on leading the design, development, and implementation of NGT systems while also serving as the workstream lead. It requires a strong blend of technical expertise and stakeholder engagement, ensuring that complex transport technology solutions are effectively specified, procured, and delivered to meet organisational and customer needs.

Required Qualifications, Training and Experience:

- NFQ Level 7 in a relevant IT discipline;
- Substantial experience in systems analysis, customer facing solution design, and largescale transport technology deployments;
- A deep knowledge of cEMV open and closed loop systems, ABT, MaaS, PCI compliance, and payment authentication is essential;
- The role also demands strong communication skills and proven capability in business case development, programme management, and managing ABT schemes, including crisis analysis and recovery;
- A formal project management qualification is advantageous but not mandatory.

Role 8: Technical Operations Lead

The Technical Operations Lead is responsible for ensuring the performance, stability and service quality of Leap Services by overseeing system operations, service levels and technical provisioning. The role requires close collaboration with NTA teams, transport operators, suppliers and third-party partners to maintain smooth system functionality, while managing the technical roadmap and coordinating change management across development and testing teams. It also involves maintaining knowledge articles and process documentation, monitoring supplier performance, and producing operational reporting, metrics and trend analysis. The Technical Operations Lead supports ISAE compliance and wider governance, risk and compliance activities, and contributes to operational practices such as capacity planning, configuration and release management, incident and problem management, service risk, infrastructure and security, and business continuity. The role may additionally support other transport technology systems, including Rural Transport and Commercial Bus Operators (CBO).

Required Qualifications, Training and Experience:

- NFQ Level 6 qualification in a relevant discipline such as business, computing or engineering .
- Minimum two years' experience in a team-lead role with accountability for delivering team objectives.
- Proven ability to manage projects and workloads using tools like 365, SharePoint or ServiceNow.
- Strong written and verbal communication skills, including effective report writing.

Role 9: Data Manager

The Data Lead plays a central role in ensuring the accuracy, integrity, and reliability of Transport Technology's data ecosystem. Reporting to the Systems Engineering Manager, this position is responsible for identifying, planning, and executing the migration of data from multiple sources into consolidated datasets used across the Fares Data Repository (FDR) and the central AVL data repository (SWDR). The role involves processing and validating data inputs across a range of Transport Technology systems—including fares management, Automatic Vehicle Location (AVL), and planning interfaces with Transport Operators—to ensure high levels of service quality, accuracy, and availability. A key aspect of the role is the ongoing management of the FDR and SWDR repositories, ensuring they remain authoritative sources for downstream systems and external stakeholders.

The Data Lead also ensures that all public transport datasets conform to relevant industry schemas such as NaPTAN, VDV, GTFS, and NeTEx, while performing data cleansing and normalisation to maintain fitness for purpose. The role requires agility in responding to urgent data changes, such as those triggered by unexpected events or emergency diversions, ensuring that operational systems remain up to date. Additionally, the Data Lead contributes to the testing and validation of new features and system enhancements, supporting continuous improvement across the Transport Technology environment.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably computer science; and
- Have a minimum of 2 years recent satisfactory experience in a data role.

Role 10: Operations Support Services Technician

This role focuses on maintaining smooth day-to-day operations by identifying and resolving operational issues, investigating and specifying system changes for technologies such as on bus ticketing machines, SCIM modules, AVL systems, VOIP radio, and passenger information tools. It also involves developing, improving, and following operational and incident -to-day operations by identifying and resolving operational issues, investigating and specifying system changes for technologies such as on-bus ticketing machines, SCIM modules, AVL systems, VOIP radio, and passenger information tools. It also involves developing, improving, and following operational and incident-related procedures, while building strong hands-on technical knowledge to independently troubleshoot equipment, systems, subsystems, and components.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 6 degree in a relevant technical subject, preferably engineering or computing;
- Have a minimum of 2 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;

- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 11: Service Delivery Support

This role is central to ensuring the smooth and reliable operation of our systems and services. This person will oversee the daily monitoring of the service desk, triaging and resolving issues in line with Service Level Agreements—either independently or in collaboration with internal teams and external vendors. A key part of the position involves managing the full change management lifecycle, ensuring that updates, patches, and system enhancements are properly coordinated, communicated, and deployed with minimal disruption. This person will also support Business as Usual activities, including routine system updates, scheduled reporting, and file transfer monitoring to ensure all processes run successfully.

In addition, this person will play an active role in diagnosing and troubleshooting system issues, performing daily system checks, and acting as a secondary point of contact for operational continuity. The role requires regular engagement with transport operators and vendors, maintaining strong working relationships to support seamless service delivery. As part of the wider Operations team, you will also contribute to additional tasks and initiatives as needed, helping to maintain a stable, efficient, and well-governed systems environment.

Required Qualifications, Training and Experience:

- Have experience with service management (helpdesk) software (e.g. ServiceNow);
- Hold an ITILv3 Foundation equivalent or higher certification;
- Have experience or knowledge of the public transport industry;
- Have strong communication skills including; and
- Have the ability to deal with sudden changes in agenda, direction or speed of action.

Role 12: Technical Subject Matter Expert (AVL)

The AVL Subject Matter Expert (SME) will play a central role in supporting the delivery, optimisation, and continuous improvement of the organisation's Automatic Vehicle Location and Real Time Passenger Information services. This position is responsible for providing expert technical guidance, ensuring system reliability, and collaborating with cross-functional teams and suppliers to enhance operational performance. The SME will analyse system data, troubleshoot complex issues, and contribute to the development of best-practice standards that strengthen service quality and user experience.

In this role, the successful candidate will act as a trusted advisor to both technical and non-technical stakeholders, supporting project delivery, system upgrades, and strategic initiatives. They will help shape future AVLS capabilities by identifying opportunities for innovation, driving process improvements, and ensuring compliance with organisational and industry standards. This is a hands-on, high-impact role suited to someone who thrives in a dynamic environment and enjoys solving complex technical challenges.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- 5+ years' experience of AVL systems and common interface data structures (VDV, SIRI, ITxPT, etc.);
- 5+ years' experience and proven track record in collection, cleaning, organising and analysing complex datasets identifying inconsistencies, data quality issues, trends and patterns;
- 5+ years' experience in data analytics, business intelligence and reporting; and
- 3+ years' full-stack experience.

Role 13: Tech/ Operations Co-Ordinator

The cEMV Deployment & Operations Coordinator supports the nationwide rollout and ongoing management of the cEMV payment solution for Local Link services, working closely with the solution provider, Local Link TCUs, transport operators, and internal NTA teams to ensure smooth deployment, reliable operations, and effective issue resolution. The role oversees release scheduling, daily operational support, device repairs, training, and stakeholder engagement while contributing to cross functional initiatives and maintaining strong relationships across the transport network. It also involves producing service performance updates, managing compliance documentation, and developing SOPs and knowledge materials. Candidates require a relevant NFQ degree, at least three years' experience in technical leadership or vendor management, project or product management experience, and strong familiarity with ITIL, with additional advantages including project management qualifications, public transport knowledge, business analysis skills, strong communication abilities, and adaptability in a fast-changing environment.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 qualification in a business or engineering discipline;-
- Minimum three years' experience in a Technical Lead or Vendor Management role, with project/product management and ITIL knowledge; and
- Proven ability to manage SLAs/KPIs, with desirable strengths in project/operations management, public transport knowledge, business analysis, and strong communication skills.

Role 14: Compliance Officer

This role supports the Transport Technology Risk and Compliance function by assisting the manager with day-to-day operations, maintaining and consolidating risk registers, and managing GDPR, FOI and Protected Disclosure requests. It involves developing and updating privacy and GDPR documentation, coordinating with corporate data protection, risk and compliance teams, and supporting both internal and external audits. The position also contributes to project governance by ensuring compliance documentation and risk assessments are complete, conducts risk and data reviews of third-party providers, documents key policies and procedures with operational stakeholders, and delivers training and knowledge updates to Transport Technology teams.-to-day operations, maintaining and

consolidating risk registers, and managing GDPR, FOI and Protected Disclosure requests. It involves developing and updating privacy and GDPR documentation, coordinating with corporate data protection, risk and compliance teams, and supporting both internal and external audits. The position also contributes to project governance by ensuring compliance documentation and risk assessments are complete, conducts risk and data reviews of third-party providers, documents key policies and procedures with operational stakeholders, and delivers training and knowledge updates to Transport Technology teams.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline; and
- Have a minimum of two years' experience in a compliance, risk management, data protection, or governance role.

Role 15: Technical Subject Matter Expert (NGT)

The Technical Subject Matter Expert is responsible for contributing to the technical design of the NGT project. This role combines hands-on technical understanding, ensuring that the NGT solution is delivered on time, within scope, and to the required quality standards.
They will be responsible for providing technical guidance and oversight to ensure solutions meet business and compliance requirements. They will review technical designs, specifications, and change requests and support troubleshooting, root cause analysis, and resolution of technical issues ensuring adherence to industry standards, internal policies, and best practices.

Required Qualifications, Training and Experience:

- Have a minimum of NFQ Level 7 in Engineering, Computer Science, Information Technology, or a related technical discipline;
- 5+ years' experience in a technical role and leading technical teams;
- Project management certifications such as, PRINCE2 Practitioner, PMP, or Agile/Scrum Master certification
- Technical certifications relevant to the organisation's domain (e.g., Microsoft, Cisco, AWS, ITIL).
- Experience working with external vendors, contractors, or suppliers.
- Strong understanding of project governance, risk management, and change control.
- Demonstrated ability to interpret technical documentation and support technical decision making.

Role 16: ICT Manager

The ICT Manager will oversee the full operational delivery of ICT and Security services, leading the day-to-day management of ICT teams, systems, infrastructure and support functions. It ensures stable, secure and compliant operation of all ICT environments including system interfaces, networks, payment infrastructure, and support systems, while maintaining data integrity, system performance, capacity, availability and ongoing maintenance. The position is accountable for implementing and improving ICT policies and processes, meeting all regulatory and contractual obligations, delivering updates and upgrades, and achieving required KPIs.

The ICT Manager will drive strong governance, reporting and stakeholder engagement, managing incidents, problems, service requests and change requests with urgency and clarity. It ensures effective ICT risk management, provides required audit access, supports governance and performance review forums, and coordinates all ICT operational staff, processes and facilities. Continuous improvement, proactive communication with the Authority, and decisive escalation management are central to the position's success.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- Have at least seven (7) recent years' experience working in information, communications and technology lead roles in a senior role;
- Have experience on ticketing technology projects of a similar scope and scale to the services we envisage under NGT.

Role 17: Junior Administrator

The Operations Junior Administrator plays a central role in supporting both new and ongoing projects within Transport Technology, ensuring the smooth running of day-to-day operations. This position involves handling a wide range of administrative tasks, including preparing invoices and purchase orders, coordinating meetings, tracking actions, and producing clear and accurate minutes. The role also contributes to maintaining operational momentum by monitoring work in progress, following up on outstanding items, and supporting the team with scheduling and general coordination activities. This position involves handling a wide range of administrative tasks, including preparing invoices and purchase orders, coordinating meetings, tracking actions, and producing clear and accurate minutes. The role also contributes to maintaining operational momentum by monitoring work in progress, following up on outstanding items, and supporting the team with scheduling and general coordination activities.

In addition to daily operational support, the Operations Administrator helps strengthen departmental efficiency by assisting in the development, refinement, and implementation of processes and procedures. This includes managing documentation and artefacts, preparing key reports such as monthly progress updates and purchase order tracking, and ensuring contract administration records remain accurate and up to date. Through organised, proactive, and detail focused work, the Operations Administrator enhances the effectiveness of the Operations team and contributes to the overall success of the department.

Required Qualifications, Training and Experience:

- Have a minimum of NFQ level 4 qualification or equivalent;
- Have a minimum of 2 years' recent satisfactory experience working in a busy office environment in an administrative role;
- Possess effective communication skills, both written and verbal;
- Have demonstrable experience in supporting the development and implementation of processes and procedures; and
- Have experience and knowledge of Microsoft Word and Microsoft Excel.

Service Level Requirements

A draft program of resource requirements will be agreed in advance with the Service Provider, however, on final confirmation of resource needs by the Authority, the Service Provider shall make available the requested resources to the Authority within 14 Days of receipt of notification by the Authority.

The anticipated profile of resource requirements are provided in Table 1 below.

Note: Resource requirements may vary at the Authority's discretion, including changes to the number of resources and/or days required. No minimum engagement period is guaranteed, and the Authority may withdraw any appointed resource on two weeks' notice.

Year	**2027**
Anticipated Resources (likely to be) Required	• Role 2: Business Analyst - 4 resources per month; • Role 3: Operations Technical Support Engineer - 1 resource per month; • Role 4: Operations Support Engineer- 1 resource per month; • Role 5: Senior Operations Support Engineer - 1 resource per month; • Role 6: Senior ICT Administrator - 1 resource per month; • Role 7: Project Consultant – 2 resources per month; • Role 8: Technical Operations Lead - 1 resource per month; • Role 9: Data Manager - 1 resource per month; • Role 10: Operations Support Services Technician - 1 resource per month; • Role 11: Service Delivery Support – 2 resources per month; • Role 12: Technical Subject Matter Expert (AVL) - 1 resource per month; • Role 13: Tech/ Operations Co-Ordinator - 1 resource per month; • Role 15: Technical Subject Matter Expert (NGT) – 1 resource per month; • Role 16: ICT Manager – 1 resource per month.
Year	**2028 onward**
	• Role 1: Digital Product Owner – 1 resource per month; • Role 2: Business Analyst - 4 resources per month; • Role 3: Operations Technical Support Engineer - 1 resource per month; • Role 4: Operations Support Engineer- 1 resource per month; • Role 5: Senior Operations Support Engineer - 1 resource per month; • Role 6: Senior ICT Administrator - 1 resource per month; • Role 7: Project Consultant – 2 resources per month; • Role 8: Technical Operations Lead - 1 resource per month; • Role 9: Data Manager - 1 resource per month; • Role 10: Operations Support Services Technician - 1 resource per month; • Role 11: Service Delivery Support – 2 resources per month; • Role 12: Technical Subject Matter Expert (AVL) - 1 resource per month;

	• Role 13: Tech/ Operations Co-Ordinator - 1 resource per month; • Role 14: Compliance Officer - 1 resource per month; • Role 15: Technical Subject Matter Expert (NGT) - 1 resource per month; • Role 16: ICT Manager – 1 resource per month; • Role 17: Junior Administrator – 1 resource per month.

The Service Provider shall provide a selection of resumes detailing qualification and experience
profiles of any requested resources to the Authority for selection by the Authority at least 7 calendar days after a request from the Authority to the Service Provider. The Authority at its absolute discretion shall determine the suitability of a proposed resource and may at its absolute discretion request that a replacement resource be proposed. Notice of selection or rejection of resources will be provided to the Service Provider by the Authority within 2 working days of receipt of profiles of proposed resources. After notice of selection is being received by the Service Provider, the respective resource shall be able to start at the Authority within 14 calendar days.

The Service Provider shall provide a replacement resource at one week's notice should a resource fail to be available or be found to be unsuitable by the Authority. Any such replacement resources shall be at least as experienced as the resource being replaced.

Location/Distribution Requirements

Resources shall be located onsite at the Authority offices in Dublin, and at other Authority locations in Ireland at no extra cost if so required by the Authority.

Confidentiality/Security Requirements

All Parties shall maintain the confidentiality of Authority systems and operations at all times. Suitable non-disclosure agreements will be signed by the Authority, the Service Provider and each resource provided to the Authority by the Service Provider.

Transition

The Service Provider shall be responsible for managing any transition that may be necessary between an existing service provider and the Service Provider.

Commissioning Work

The Authority reserves the right not to commission any assignments under the contract, depending on its particular requirements.

SCHEDULE 2 – Payments Schedule

The daily rate represents the rate per day to be charged for that particular role and shall include the items listed below. The daily rates shall be fixed for the period of 2 years as per Section 10.6 of this Agreement.

The roles listed represent the type of staff that is considered likely to be involved in the provision of the Services under the Contract. The acceptance of any staff member at a particular grade will be subject to the approval of the Authority during the term of the Agreement.

Role	Daily Rate (excl. VAT)
Digital Product Owner	
Business Analyst	
Operations Technical Support Engineer	
Operations Support Engineer	
Senior Operations Support Engineer	
Senior ICT Administrator	
Project Consultant	
ITS Operations Lead	
Data Manager	
Operations Support Services Technician	
Service Delivery Support	
Technical Subject Matter Expert (AVL)	
Tech/ Operations Co-Ordinator	
Compliance Officer	
Technical Subject Matter Expert (NGT)	
ICT Manager	
Junior Administrator	

For the avoidance of doubt, the daily rates for an individual must reflect the price the Authority has to calculate with (so no additional costs, percentages etc.) and it shall include, without limitation, such items as:

- salary payments inclusive of all pay related items;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings in Dublin;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads, and
- profit.

All prices must be in Euros exclusive of VAT.

SCHEDULE 3 – Key Personnel

Role	Name
Business Analyst	
Business Analyst	
Business Analyst	
Business Analyst	
Operations Technical Support Engineer	
Operations Support Engineer	
Senior Operations Support Engineer	
Senior ICT Administrator	
Project Consultant	
Project Consultant	
ITS Operations Lead	
Data Manager	
Operations Support Services Technician	
Service Delivery Support	
Service Delivery Support	
Technical Subject Matter Expert (AVL)	
Technical Subject Matter Expert (NGT)	
ICT Manager	
Tech/ Operations Co-Ordinator	

SCHEDULE 4 – NOT USED

SCHEDULE 5 – Change Control Procedure

1. Where either party (the "Requesting Party") wishes to make a material change to the terms of this Agreement including, without limitation, any change to:

   (a) any Deliverable or Services; or

   (b) the timeframes for the provision of any Deliverable or Services,

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

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

   (a) description of the requirements for the change;

   (b) comparison of the new requirements with the existing requirements;

   (c) reasons for the change, including a high level description of the proposed business impact;

   (d) timeframe for completion of the change.

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

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

   (a) the estimated number of working days and personnel (including levels of qualification) and details of the work categories required to deliver the change within the timeframe specified in the Change Request Form;

   (b) overall impact on the charges payable under the Agreement (i.e. reduction or increase) which shall include a breakdown of how such fees relate to the details in (a) above so as to facilitate, where relevant, any reduction being offset against any increase in fees;

   (c) timetable for the change including any impact on the timeframes set out in the Services Specification Document; and

   (d) impact on the Deliverables and Services to be provided under the Agreement.

5. After consideration, the Authority Project Manager may elect by giving written notice to the Service Provider either to:

   (a) accept the Impact Statement in which case the Agreement shall be amended accordingly;

   (b) reject the Impact Statement in which case the Agreement shall remain unchanged; or

   (c) require the Service Provider to produce a revised Impact Statement by repeating (up to a maximum of 2 times) the procedure set out in paragraphs 4 and 5 of this Schedule.

6. Following completion of the procedure in paragraph 5 above, where the parties fail to reach agreement on a request for change, the dispute resolution procedure set out in clause 23 of the Agreement may be invoked.

SCHEDULE 6 – Exit Management Plan

1. Development and Updating of Exit Management Plan

1.1 The parties shall discuss and agree an exit management plan within not more than 6 months from the date of signature of this Agreement (the "**Exit Management Plan**") covering action to be taken in respect of the termination or expiry of the Agreement.

1.2 The parties shall review and, if necessary, agree updates to the Exit Management Plan at 6 monthly intervals from the date on which the Exit Management Plan is first agreed in order to ensure that it reflects the contemporaneous state of the Services.

2. Content of Plan

2.1 The Exit Management Plan shall, as a minimum:

(a) provide for the assignment and/or novation to the Authority of any licences or other contracts with third parties on which the supply of the Services, or any replacement services, are dependent or for the procurement of similar licences or contracts directly between the Authority and the relevant third party on terms no less favourable than those provided to the Service Provider;

(b) seek to ensure that there is an orderly and smooth transition from the performance of the Services by the Service Provider to the performance of the Services, or any replacement services, by the Authority or any New Service Provider;

(c) define the responsibilities of both parties clearly in the event of exit and transfer;

(d) provide for the handover of the following data to the Authority in such manner as the Authority may reasonably require:

(i) all such data as may be necessary to facilitate the continued provision of the Services, or any replacement services, by the Authority or a New Service Provider seamlessly and without interruption; and

(ii) all such data as the Authority may deem necessary to enable a New Service Provider to tender for the provision of the Services or any replacement services; and

(e) provide for any training reasonably required by the Authority for the personnel (of either the Authority or any New Service Provider) who will be assuming responsibility for the Services or any replacement services.

2.2 The Exit Management Plan shall include the following:

(a) a list and timetable of activities for the Authority and the Service Provider to undertake during the exit management period;

(b) full details of any dependencies on the Authority for the successful implementation of the Exit Management Plan; and

(c) such other details as the Authority and the Service Provider consider appropriate when agreeing the terms of the Exit Management Plan.

SCHEDULE 7 – Data Processing Obligations

The following data processing obligations should be adhered to at all times:

The following data processing instructions should be adhered to at all times in respect of any personal data that the Service Provider processes on behalf of the Authority:

1. The Service Provider shall ensure that data is hosted either within EEA, or in a country deemed by the European Commission to provide an adequate level of protection for personal data.

2. The Service Provider shall not copy production data to a test or development server without the approval of the Authority's Data Protection Officer and the Authority's security officer.

3. The Service Provider shall not export data from the Authority's site or any of its data centres without the permission of the Authority's Data Protection Officer and Authority's Security Officer.

4. The Service Providers shall implement Authority's data retention policies, or alternatively agree an appropriate policy with the Authority for the data being processed.

5. The Service Provider shall adopt appropriate and agreed data protection procedures if copying data to a test server for maintenance / fault-finding purposes. Such procedures should be signed off by the Authority's Data Protection Officer and Authority's security officer each time data is copied.

6. The Service Provider shall implement appropriate and agreed quality assurance processes to ensure accuracy of personal data processed on behalf of the Authority.

7. Where the Authority advises that consent is the basis for processing personal data, the Service Provider shall implement consent capture / recording processes.

8. The Service Provider shall have a physical document management process in place and this process must be approved by the Authority.
    - The document management process shall ensure the synchronisation of physical and automatic data.
    - The document management process shall specify storage procedures for physical documents and scanned physical documents.
    - On request from the Authority, the Service Provider shall provide 'proof of record' when shredding physical personal data.
9. The Service Provider shall ensure Data Protection scripts and recording processes used are compliant with Data Protection Law.

10. The Service Provider shall respond to subject access requests as requested by the Authority in line with the Data Protection Law timelines for response.

11. On request of the Authority, the Service Provider shall partake in simulated data access requests exercises in order to test the subject access request process.

12. The Service Provider shall have user training processes in place to provide clear instructions on personal data processing. The Service Provider shall carry our regular training on an on-going basis (at least annually).

13. The Service Provider shall ensure that appropriate security measures are in place to protect data at all times, and that the level of security is appropriate according to the sensitivity of the data.

14. The Service Provider shall regularly (minimum annually) demonstrate adherence to data protection instructions / policies / legislation. Evidence of adherence shall be provided to the Authority. This includes completion and return of the Authority's Data Processor Questionnaire.

15. The Service Provider shall ensure that appropriate internal confidentiality controls are in place to protect data.

16. The Service Provider shall maintain a written record of all personal data categories which it processes.

17. The Service Provider shall notify the data controller (the Authority) of a personal data breach as soon as they are aware of the incident.

18. The Service Provider shall inform the data controller (the Authority) should any of its requests breach Data Protection Law obligations or EU law.

19. The Service Provider shall seek written consent from the data controller (the Authority) prior to sub-contracting any work.

20. In the event of sub-contracting any work, the Service Provider shall ensure that their sub-contract adheres to each and every one of the instructions in this schedule.

21. The Service Provider shall maintain records of all processing activities and provide all necessary data to the data controller to demonstrate Data Protection Law compliance.

22. The Service Provider shall implement appropriate privacy notices for any websites deployed on behalf of the Authority that are both consistent with Articles 12 to 14 of the Data Protection Law, and agreed with the Authority.

SCHEDULE 8 – Governance

General

The NTA and the Service Provider shall at all times work together in a spirit of collaboration, transparency, and mutual respect, with a shared objective of ensuring that the onsite operations resources perform their duties effectively and efficiently.

The parties shall operate within a jointly agreed governance framework designed to ensure that the following objectives are achieved:

- foster and support effective planning, communication, and decision-making between the parties;
- enable complete, accurate, and timely monitoring and evaluation of the onsite operations resources' performance across all relevant aspects of their work;
- identify opportunities for continuous improvement, efficiencies, and service enhancements relating to the onsite outsourced resources; and
- ensure that operational risks relevant to the services are identified, assessed, monitored, and appropriately managed, with proportionate measures implemented to protect the NTA and support the Service Provider in fulfilling its obligations.

The governance framework shall form a core component of the Services and shall support the operation of the business in a manner that is commercially focused, financially efficient, proactively risk-managed, and aligned with delivering a positive experience.

Meetings

Each party shall ensure that appropriate and suitably qualified resources are made available on a consistent and timely basis to enable the aims, objectives, and obligations set out in this Agreement to be effectively delivered.

In addition to the formal governance meetings described in the table below, the parties shall establish and maintain collaborative working relationships at an operational level. These relationships shall be supported by appropriate formal and informal meetings, held at a frequency proportionate to the Services, to ensure:

- effective and timely operational communication between the parties;
- prompt identification, discussion, and resolution of day-to-day operational issues;
- rapid escalation and management of immediate, exceptional, or unforeseen issues to support swift resolution;
- effective oversight and management of the onsite outsourced resources in alignment with agreed service standards and operational requirements.

Meeting Type	Frequency	Purpose	Core Attendees	Expected Outputs
Monthly Performance Meeting	Monthly	• Review performance of onsite outsourced resources; • Discuss operational issues, trends, and blockers; • Review attendance, productivity, and issues; • Identify immediate improvements or support needs.	• NTA Contract Manager; • Service Provider Delivery/Operations Manager; • Team Leads (as required).	• Agreed actions and owners; • Updated issue/action log; • Short-term improvement measures; • Escalations (if required).
Quarterly Business Review	Quarterly	• Strategic review of service performance; • Review of risks, opportunities, and continuous improvement initiatives; • Workforce planning and resource optimisation; • Review of commercial matters (if applicable); • Forward planning for next quarter.	• NTA Contract Manager; • Service Provider Delivery/Operations Manager; • Team Leads (as required).	• Strategic action plan; • Updated risk register; • Agreed roadmap for next quarter • Decisions on resourcing, process changes, or service enhancements.