

UCDOPP5582 Framework Agreement

For

**Integrated Design Team Services for UCD Minor Works / Construction Projects
and the UCD Building Care Programme**

at

University College Dublin

Agreement

THIS **FRAMEWORK AGREEMENT** is made on [] day of [] 2026

BETWEEN

The Employer: University College Dublin, National University of Ireland, Dublin

Principal office of Employer: Belfield, Dublin 4.

AND

The Consultant: []

Registered office of Consultant: []

THE EMPLOYER AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1. The Consultant as the lead consultant of the integrated design team named in Schedule 1 ("**Design Team**") is appointed to the Framework. The Framework is for Integrated Design Team Services for UCD Minor Works / Construction Projects and the UCD Building Care Programme. The Consultant and other framework members (**Participants**) named in Schedule 2 are part of this Framework.
- 1.2. If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs design team services as described in the Framework Rules, the Employer (or any subsidiary of the Employer) may procure the services by awarding contracts (**Call Off Contracts**) according to the attached Framework Rules. The Employer (or any subsidiary of the Employer) may also procure the services in other ways and does not guarantee that any services will be procured under this agreement (**this Agreement**).

2. Consultancy Contracts

- 2.1. If the Consultant is selected to provide services according to the attached Framework Rules, the Consultant agrees to enter into a Call Off Contract in the terms established under this Agreement.
- 2.2. Call Off Contracts will be on the terms of COE1 – Standard Conditions of Engagement for Consultancy Services (Technical) published by the Office of Government Procurement (or its successor), as completed by the Employer and the Consultant according to the attached Framework Rules. A separate Standard Conditions of Engagement for Consultancy Services will be entered into with the Consultant and each member of the design team selected for the Call Off Contract in accordance with the Framework Rules.

- 2.3. Call Off Contracts awarded within the Framework Period may be for work that continues after that period.

3. Communications

- 3.1. The Consultant's contact person for communications with the Employer in relation to this Agreement and Call Off Contracts is set out in Schedule 3.

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Consultant must promptly appoint a replacement, who must be a director or senior manager of the Consultant and notify the Employer of the new contact person.

- 3.2. The Employer's contact person for communications with the Consultant in relation to this Agreement is set out in Schedule 3.

The Employer may change these details by notice to the Consultant.

4. Communication and Collaboration

- 4.1. The Employer may invite the Participants to engage together or separately in dialogue about the programme of projects, a project or other matters relevant to the objectives of the Framework Agreement.
- 4.2. The Consultant must give written early warning to the Employer as soon as it becomes aware of any matter that could adversely affect realisation of the objectives of the Framework Agreement, the programme of projects or a project or its own performance under the Framework Agreement.
- 4.3. The Consultant must immediately notify the Employer if during the Framework Period it is or becomes in one of the situations referred to in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016.
- 4.4. The Consultant must immediately notify the Employer if during the Framework Period it fails or ceases to satisfy any of the criteria by which it was invited to tender for this Framework Agreement.

5. Tax Clearance Certificate

At all times during the Framework Period, the Consultant must hold a valid tax clearance certificate issued by the Revenue Commissioners.

6. Named Personnel and Design Team

- 6.1. The Consultant shall ensure that the Consultant's personnel named in the tender documents for appointment to this Framework in response to the Suitability Assessment Questionnaire issued by the Employer (the "**Named Personnel**") are put forward as appropriate in call-off procedures in which the Consultant takes part. Within At each call-off, the Consultant will decide which members of the Design Team are appropriate for the call off having regard to the specific project and the service requirements for the particular call-off. If the Consultant considers that a change to the Design Team is appropriate, the Consultant may propose a different team member provided that the entity complies with the Minimum Requirements set out in the Framework Rules. The Consultant shall submit to the

Employer details of the proposed replacement and/or additional member within five Business Days of the Request for Proposal and, subject to the Employer's consent (which shall not be unreasonably withheld or delayed), shall so replace or add the member for the call-off. The Employer shall be entitled to reject a proposed member on the ground that it is not satisfied that it meets the Minimum Requirements. Where the Consultant is not proposing any change to the Design Team, the Consultant shall only be permitted to replace or supplement the Named Personnel if it is necessary to do so due to death, illness or any incapacity of the Named Personnel or due to the departure of the Named Personnel from the employment of the Consultant or, where relevant, any Design Team member, in which case the Consultant shall submit to the Employer details of the proposed replacement or additional personnel and, subject to the Employer's consent (which shall not be unreasonably withheld or delayed), shall so replace or supplement the Named Personnel. The Employer shall be entitled to reject a proposed person on the ground that he is not as experienced or qualified as the relevant Named Personnel.

7. Performance Management

- 7.1. On completion of each Call Off Contract, and at other times requested by the Employer, the Consultant must collate and give the Employer the data necessary to demonstrate compliance with the performance indicator listed in the attached Performance Measurement Table.
- 7.2. The Employer will review the Consultant's performance according to the attached Framework Rules and Performance Measurement Table. The Consultant must provide any information required by the Employer for this.

8. Confidentiality

- 8.1. The Consultant must not disclose to anyone:
 - official information as defined in the Official Secrets Act 1963 or
 - other information that the Employer notifies the Consultant is confidential except as necessary to perform the Consultant's obligations under this Agreement or a Consultancy Contract or to comply with the law.
- 8.2. The Consultant's obligations under this clause are perpetual, and this clause survives termination of this Agreement.

9. Termination and Suspension

- 9.1. The Employer may terminate this Agreement by written notice to the Consultant:
 - if a Consultancy Contract with the Consultant is terminated or
 - according to the attached Framework Rules or
 - if the Consultant breaks this Agreement or
 - if the Consultant does not submit a proposal in response to a Request for Proposal on more than two occasions during the Framework Period and has not received an exemption under the Framework Rules or
 - if the Consultant refuses to accept the award of a Consultancy Contract on two occasions or

- if any statement made by the Consultant in connection with the procedure by which this Agreement was awarded to the Consultant was untrue when made or subsequently ceases to be true or
- without cause, if the Employer also terminates its agreements with the other Participants listed in the Framework Rules.

9.2. Termination of this Agreement does not affect any Consultancy Contract already entered.

9.3. The Consultant is not entitled to any payment because this Agreement has been terminated.

9.4. Without prejudice to the Employer's rights to terminate the Agreement in Clause 9.1 if a right to terminate this Agreement arises in accordance with Clause 9.1, the Employer may suspend the Consultant's right to receive Requests for Proposals by giving notice in writing to the Consultant. If the Employer provides notice to the Consultant in accordance with this Clause 9.4, the Consultant's appointment shall be suspended for the period set out in the notice or such other period notified to the Consultant by the Employer in writing from time to time.

10. Reserve Participant

10.1. In the event of termination of this Agreement by the Employer, the Employer shall be entitled to admit the next placed Reserve Participant identified by the Employer to the Framework to take the place of the Consultant. The list of Reserve Participants are those remaining entities that were identified as reserve participants at the establishment of the Framework.

11. Limitation on liability

The Employer shall not have any liability to the Consultant for any direct or indirect or consequential loss, loss of profit, loss of contract, loss of business, or loss of or damage to reputation or goodwill or special damages whatsoever that may be suffered by the Consultant under or in connection with this Agreement. This does not affect the liability of either party under the Consultancy Contract.

12. This Agreement

- 12.1. Neither party may assign rights under this Agreement.
- 12.2. This Agreement, the invitation to tender to be appointed to the Framework, the Consultant's tender submission, and any Consultancy Contracts, are the entire agreement between the Employer and the Consultant about its subject matter. Neither the Employer nor the Consultant has relied on any agreement, understanding or statement that is not written or referred to in this Agreement.
- 12.3. The definitions in the invitation to tender to be appointed to the Framework shall apply to this Agreement unless stated otherwise.
- 12.4. This Agreement can only be changed in writing, signed by authorised representatives of the Employer and the Consultant.
- 12.5. This Agreement is governed and to be construed according to Irish law.

IN WITNESS whereof the parties have duly executed this Agreement as a deed the day and year first before written

PRESENT when the Common Seal
of the **Employer** was affixed
to this deed and the deed
was delivered

PRESENT when the Common Seal
of the **Consultant** was affixed
to this deed and the deed
was delivered

Schedule 1
Design Team Members

[	]	Architectural Services and Team Lead
[	]	Civil/Structural Engineer
[	]	Building Services Engineer
[	]	Quantity Surveyor
[	]	Fire Safety Consultant

Schedule 2

Participants

The Participants in the Framework are listed below, in alphabetical order:

[]

A Participant whose Framework Agreement has been terminated will no longer be considered a Participant under these rules.

Schedule 3

Communications

Name of Consultant's Representative	Email Address for Invitations to Submit tenders	Contact Address for Notices

Name of Contracting Authority's Representative	Email address for tenders	Contact Address for Notices
Derek Martin	As stated in Request for Proposals	University College Dublin Belfield House Belfield Dublin 4

Schedule 4

FRAMEWORK RULES

1. The Framework

- 1.1. The Employer: University College Dublin, National University of Ireland, Dublin has established a framework for Design Services for the Development of Third Level Academic, Residential, Support and Ancillary Facilities at University College Dublin.

The framework consists of a **Framework Agreement** between the Employer and each of the **Participants** listed in Schedule 2. Each Framework Agreement incorporates these rules.

- 1.2. If during, the period starting on the date of this Agreement and ending on the [*insert date (+4 yrs)*] (the **Framework Period**), the Employer or any of its subsidiaries needs design team services as described in rule 1.1 above, the Employer or its subsidiary may procure it by awarding Call Off Contracts according to these rules. The Employer may also procure the services in other ways and does not guarantee that any work will be procured under these rules.

2. Participants

- 2.1 The Participants in the Framework are listed in Schedule 2.

3. Call off by competition

- 3.1. When the Employer decides to procure services under these rules, the Employer or any of its subsidiaries will send each Participant a written Request for Proposal. The Request for Proposal will be sent by email to each Participant's current email address as given in its Framework Agreement. The Request for Proposal will include a draft Consultancy Contract, based on the Schedule completed by the Employer in its discretion, including details of the required services. The Request for Proposal will fix a time limit for Participants to submit proposals taking account of such factors as the complexity of the subject-matter of the Consultancy Contract and the time needed to send in proposals.
- 3.2. If the Participant has been invited to submit a proposal it may, within five Business Days of receiving such Request for Proposal request an exemption from the requirement to respond or comply. That request must include a full explanation of the reason(s) for the request, and the Employer may at its discretion decide to grant the exemption.
- 3.3. The award process for Consultancy Contracts tendered under this rule 3 will be conducted in accordance with these rules and any procedures stated in the Request for Proposal.
- 3.4. Participants must submit a proposal complying with the Request for Proposal. Proposals must propose resources (including Named Personnel) that are consistent with the response to the Suitability Assessment Questionnaire and the

Participant's tender proposal for appointment to the Framework Agreement and any changes proposed must comply with the Framework Agreement. The Minimum Requirements set out in the Suitability Assessment Questionnaire must be complied with by each member of the Design Team and any additional member or replacement member proposed by the Participant under the Framework Agreement.

- 3.5. The award criteria for Consultancy Contracts awarded under a procedure initiated under this rule 3 will be as set out in the relevant Supplementary Invitation to Tender which may be issued by the Employer and will depend on the specific nature of the Employer's requirements. The award may be on the basis of qualitative and cost assessment to determine which is the most economically advantageous tender. A range of scoring will be used depending on the requirements. Assessment ranges for each criterion are as follows and the Employer may use sub-criteria as part of their assessment:

Quality	[0-90%]
Price	[10-100%]

- 3.6. Any additions or changes to the Framework Rules will be communicated to all Participants.

4. **Performance Review, Termination and Promotion**

- 4.1 On completion of each Services Contract, the Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participants' performance according to the attached Performance Measurement Table. The Employer may review Participants' performance of their Services Contracts and the Framework Agreement at the end of each year of the Framework Period (or at any time during the Framework) according to the attached Performance Measurement Table.
- 4.2 If a Participant has reached 'Failure Level 1' for any indicator according to the attached Performance Measurement Table, the Employer may give that Participant a written Warning Notice and may exclude that Participant from further competitions until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem.
- 4.3 If a Participant
- receives two Warning Notices during the Framework Period **or**
 - has reached 'Failure Level 2' for any indicator according to the attached Performance Measurement Table
- the Employer may terminate that Participant's Framework Agreement.
- 4.4 The Employer may give each Participant details of the result of its annual performance review, and of the average results for each item and the average overall score.
- 4.5 The Employer may use the information collated for the above performance measurement (or any other information lawfully accessible to the Employer) to carry out a performance assessment of the consultant for future reference

[Standard Conditions of Engagement for Consultancy Services, Clause 2 – Performance].

Performance Measurement Table

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1.	Timely delivery of Consultancy Service	Meeting the performance periods for service delivery	At each milestone and on substantial completion	Substantive delays in delivery of milestones	Continuous non-delivery of service
2.	Quality of service	Compliance with the Brief and associated published guidance	At each milestone and on substantial completion	Substantive non-compliance with brief/guidelines	Substantive non-delivery of brief requirements at substantial completion
3.	Quality of service	Compliance with the cost and area limits	At each milestone and on substantial completion	Substantive cost or area overruns	Substantive post-contract cost overruns