



DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2026

BETWEEN:

NATIONAL TREASURY MANAGEMENT AGENCY (acting in its capacity as the STATE CLAIMS AGENCY) (“SCA”) of Treasury Dock, North Wall Quay, Dublin 1, Ireland,

AND

[ \_\_\_\_\_ ] (the “Service Provider”) having its registered office at [ \_\_\_\_\_ ].

WHEREAS:

- (1) The NTMA requires the provision to it of services relating to actuarial and associated services, as further described in this Agreement. The NTMA conducted a tender competition for the procurement of such services.
- (2) The Service Provider is engaged in the business of providing services of the type contemplated by this Agreement, and submitted a tender to the NTMA that was selected as the successful tender.
- (3) The Service Provider agrees that the terms of this Agreement will govern the supply of Services (as defined below) by the Service Provider.

OPERATIVE PROVISIONS:

### 1. Definitions

1.1. The words and expressions below shall have the following meanings unless there is something in the subject matter or context inconsistent with such meanings:

“Additional Services” has the meaning given to it in Clause 6.1 (Additional Services);

“Agreement” means this agreement and the schedule;

“Data Protection Legislation” means:

- (a) the Data Protection Acts 1988 to 2018;
- (b) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”);
- (c) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- (d) the EU ePrivacy Directive 2002/58/EC (as amended) (the “ePrivacy Directive”);
- (d) any relevant transposition of those laws, or successor or replacement to those laws (including, when it comes into force, the successor to the ePrivacy Directive); and
- (f) all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Data Protection Commission relating to the processing of Personal Data or privacy;

“Fee” means the Fixed Fee and any fee calculated in accordance with the Daily Rate, in each case payable in accordance with Clause 4;

“Fixed Fee” means the fixed fee in respect of the elements of the Services set out in Part 2 of the Schedule, which is inclusive of all expenses (such as materials, travel, accommodation, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier) and exclusive of VAT;

“Force Majeure” shall include any event beyond the control of a party which could not have been provided against before the commencement of the performance of the Services by taking

reasonable precautions, and which, having arisen, the affected party could not reasonably have avoided or overcome;

“**Daily Rate**” means the daily rates set out in Part 2 of the Schedule, which are inclusive of all expenses (such as materials, travel, accommodation, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier) and exclusive of VAT;

“**Key Personnel**” means those persons named in Part 3 of the Schedule as the key persons who shall provide the relevant Services for and on behalf of the Service Provider;

“**Services**” means all or any of the services, subject to Clause 2, to be supplied by the Service Provider pursuant to this Agreement as set out in Part 1 of the Schedule;

“**Term**” means a period of six years from the date of this Agreement.

“**Work Product**” means all written output (in whatever format) created by the Service Provider and provided to SCA in relation to any Services (including, without limitation, as found in any records, documents, data or reports).

- 1.2. The headings in this Agreement are inserted only for convenience and shall not affect its construction.
- 1.3. Words importing the singular shall include the plural and vice versa.
- 1.4. Reference to any statute, enactment, order, regulation or other similar instrument (or a provision thereof) shall be construed as a reference to such statute, enactment, order, regulation or other similar instrument (or a provision thereof) as amended, supplemented, modified, consolidated, superseded or re-enacted.
- 1.5. In the case of any ambiguity or discrepancy between the provisions of this Agreement (excluding for this purpose the schedule) and the provisions of the schedule, the provisions of this Agreement (excluding for this purpose the schedule) shall prevail, except to the extent that the application of the provisions of the schedule will, in the opinion of SCA, give rise to a higher standard of service than that contemplated by this Agreement in which case the provisions of the schedule shall apply. In the case of any ambiguity or discrepancy between any parts of the schedule to this Agreement, the ambiguity or discrepancy shall be determined and resolved by SCA, at its absolute discretion.

## **2. Non-Exclusivity; Provision of Services**

- 2.1. Nothing in this Agreement will create an exclusive relationship between SCA and the Service Provider for the supply of the Services.
- 2.2. The Services shall be provided by the Service Provider subject to and in accordance with this Agreement and all standards, regulations and laws which apply to the Service Provider and the Services. The Services shall be performed in accordance with the tender proposals referred to in Part 1 of the Schedule. Any Services performed prior to the date of this Agreement shall be governed by the terms of this Agreement.
- 2.3. The Service Provider shall, at all times, act in good faith and exercise the level of skill and care reasonably expected of a professional service provider regularly undertaking services of the type provided. The Service Provider will carry out the Services with the necessary resources and in reasonable time.

- 2.4. For the avoidance of doubt, the Service Provider shall at all times be an independent contractor and nothing in this Agreement shall be construed as constituting a partnership, joint venture, agency or relationship of employer and employee between SCA and the Service Provider or any of its staff, and the Service Provider shall not (and shall procure that no member of its staff shall) hold itself out as having any such relationship with SCA.
- 2.5. Unless terminated earlier, this Agreement shall remain in effect for the Term.
- 2.6. The SCA may, at any time during the Term, review the economic and financial standing and/or the technical and professional ability of the Service Provider in order to assess whether the Service Provider continues to have the economic and financial standing and/or the technical and professional ability to perform the Services. The SCA may, from time to time, request the Service Provider to provide confirmation that there has been no material change in its economic and financial standing and/or its technical and professional ability.

### **3. Key Personnel**

- 3.1. The Service Provider agrees that (i) the relevant Services will be provided by the Key Personnel for the Services and (ii) subject to Clause 3.2, no change in Key Personnel will be made without the prior consent of SCA.
- 3.2. The consent of SCA to removal of a member of the Key Personnel from the team shall not be required if that Key Personnel member becomes unavailable by reason of (i) long term sickness, (ii) absence, (iii) cessation of his or her employment with the Service Provider or any of its affiliates or (iv) any external law or regulation requiring removal of such Key Personnel member from the engagement.
- 3.3. In the event that any Key Personnel member ceases to be involved in provision of the Services, the Service Provider shall at no additional cost to SCA, provide a replacement member whose qualifications and experience are to the satisfaction of SCA (acting reasonably) and correspond as closely as practicable to the qualifications and experience of that person whom they are required to replace.
- 3.4. The Service Provider shall cease to utilise for the provision of the Services any person whose performance is deemed by SCA (acting reasonably) to be unsatisfactory and provide a replacement whose qualifications and experience are to the satisfaction of SCA (acting reasonably).

### **4. Payment, Fee**

- 4.1. The Fee shall be the full remuneration for the full and proper performance of the Service Provider's obligations under this Agreement and covers the entire cost of the provision of Services by the Service Provider.
- 4.2. The Service Provider shall issue an invoice to SCA (complying with SCA's invoicing system) at [insert frequency], setting out the Fee payable (and the means for calculation of such Fee).
- 4.3. SCA shall, subject to Clauses 4.4, 12, and 16.5, and provided the Service Provider has provided the Services in accordance with this Agreement, pay the Service Provider any amount properly due within 30 days following receipt of an invoice from the Service Provider. If SCA so requests, each invoice in respect of the Services shall be supported by a detailed breakdown of hours worked, personnel carrying out such work and a description of the services provided.
- 4.4. Where, in any case, the Service Provider is liable to make any payment to SCA under this Agreement or otherwise, SCA may set off any such payments due to it against any fees due by SCA to the Service Provider.

4.5. SCA reserves the right to publish a list of the fees incurred under this Agreement.

## 5. Work Product

5.1. The Service Provider acknowledges and agrees that ownership of the Work Product and the intellectual property therein will vest in SCA and shall do all such things as SCA may reasonably require for the purpose of vesting ownership in SCA. For the avoidance of doubt, nothing in this Agreement shall operate so as to vest ownership in SCA of the intellectual property in written output not originally created by the Service Provider under or for the purposes of this Agreement. SCA may at any time use, copy, adapt and modify all and any Work Product.

5.2. On completion of any Services or any termination of the Agreement for any reason, the Service Provider shall, upon written request and to the extent not already provided to SCA, deliver to SCA any Work Product (in such a manner as to be “unlocked”, readily accessible and useable for any reasonable purpose).

5.3. Subject always to the Service Provider’s duties of confidentiality as set out in this Agreement, the Service Provider may retain (a) a copy of the Work Product for the purposes of, or as required by, any law, regulation or legal process and for the purposes of its internal compliance procedures; and (b) copies of any computer records and files created pursuant to automatic archiving and back-up procedures.

## 6. Additional Services

6.1. SCA may from time to time request an extension of the scope or variation of the Services, at its sole discretion (such extended or varied Services being “**Additional Services**”). No such extension or variation shall vitiate this Agreement. Additional Services do not include any services necessary, ancillary or incidental to or arising out of the Services. When requested by SCA in writing, the Service Provider shall confirm if it agrees to perform the Additional Services. If the Service Provider so agrees, the Additional Services shall be performed in accordance with the terms and conditions of this Agreement, save as otherwise agreed between the parties.

6.2. SCA may at its sole discretion request a fixed fee proposal from a Service Provider in respect of any Additional Services.

6.3. If the Service Provider believes it is being requested to perform services that are Additional Services, it must notify SCA thereof in writing before proceeding with such services, including the nature and scope of the services, an estimate of the number of days to undertake such services and the proposed fee for undertaking such services (which may not be based on rates exceeding the Daily Rate).

6.4. Upon receipt of the information referred to in Clause 6.3, SCA shall notify the Service Provider whether SCA agrees that such services are Additional Services and set out the bases upon which SCA consents to the provision of the Additional Services.

6.5. The Service Provider shall not undertake the Additional Services without the prior written consent of SCA and shall not be entitled to any fees in excess of those notified to the Service Provider in accordance with Clause 6.4.

## 7. Indemnity; Insurance

7.1. The Service Provider shall be liable for and will indemnify the SCA and its respective officers, employees and agents from and against all direct losses, claims, demands, damages or expenses which the SCA may suffer consequent upon the negligence, breach of contract, breach of duty, recklessness or wilful default of the Service Provider, its employees or agents. Except for matters in respect of which liability cannot be limited (such as liability for fraud, death or personal injury), and except for liability for wilful default, breach of confidence and/or breach of the intellectual property rights of any third party (which shall not be limited), the Service Provider’s

aggregate liability arising from or in connection with the Agreement or the Services shall be limited to the amount of €6,500,000 (six million five hundred thousand euro) (or £5,000,000 (five million GBP Sterling)).

7.2. The Service Provider shall have and maintain all insurances required (a) to be maintained by it pursuant to any applicable law and (b) to cover its liability to the SCA arising in connection with the performance of this Agreement. Without prejudice to the generality of the foregoing, the Service Provider shall have and maintain with a well-established and reputable insurance office or underwriter of repute:

7.2.1. employer's liability insurance with a minimum level of indemnity of €13,000,000 (thirteen million euro) (or £10,000,000 (ten million GBP Sterling)) for any one claim or series of claims arising out of a single occurrence;

7.2.2. public liability insurance with a minimum level of indemnity of €6,500,000 (six million, five hundred thousand euro) (or £5,000,000 (five million GBP Sterling)) for any one claim or series of claims arising out of a single occurrence;

7.2.3. professional indemnity insurance with a minimum level of indemnity of €6,500,000 (six million, five hundred thousand euro) (or £5,000,000 (five million GBP Sterling)) in the aggregate per insurance year,

for the duration of this Agreement (and in the case of professional indemnity insurance for six years thereafter), without prejudice to any claims notified by the SCA prior to this date.

7.3. The Service Provider shall, on request, supply evidence to the SCA that the required insurance cover is in full force and effect and that the premium(s) payable thereunder have been paid.

## 8. Assignment and Sub-Contracting

8.1. The Service Provider may not sub-contract, transfer or assign directly or indirectly any part of this Agreement without the prior written consent of SCA, which consent may be withheld at SCA's absolute discretion. If and to the extent that SCA consents to the Service Provider sub-contracting any element of the Services, the Service Provider shall remain responsible for the performance of the Services (including any sub-contracted elements) and shall procure that any sub-contractor shall adhere to and comply with the terms of this Agreement.

8.2. SCA may transfer or assign all or any part of its rights and obligations under this Agreement to any agency or entity of the Irish State and shall give prompt notice to the Service Provider of such transfer or assignment.

## 9. Confidentiality; Disclosure

9.1. SCA may disclose details of this Agreement or any Work Product:

- a) if required to do so by law, or by order of a court, tribunal or other competent body;
- b) at the request of any Minister, Department or official of the Irish Government;
- c) to its internal auditor, and to the Comptroller and Auditor General;
- d) to any member of the National Treasury Management Agency (referred to in section 3A of the National Treasury Management Agency Act 1990, as amended), to any director, officer or employee of SCA or any of its associated agencies; and/or
- e) to any subcontractors or agents of SCA or any of its associated agencies.

9.2. Subject to Clause 9.3, the Service Provider agrees to keep confidential all information, documentation and other matters arising or coming to its attention (whether written or oral and whether disclosed to the Service Provider directly or indirectly) in connection with the provision of the Services (the "**Confidential Information**") and shall not at any time, for any reason, use, disclose or permit such information, documentation or other matters to be used by or disclosed to

any third party except as permitted hereunder or with the prior written consent of SCA. The Service Provider will notify SCA without delay on becoming aware that any breach of this Clause 9.2 has occurred (including, without limitation, due to issues relating to cyber security or unauthorised use of, or access to, Confidential Information).

**9.3.** Clause 9.2 shall not:

a) apply to Confidential Information which:

- (i) is or becomes public knowledge other than as a result of a breach of this Agreement or of any other agreement or confidentiality obligation between SCA and the Service Provider;
- (ii) was known to the Service Provider on a non-confidential basis prior to it being disclosed to or acquired by it or otherwise coming to its attention, in connection with the Services;
- (iii) is disclosed to the Service Provider on a non-confidential basis by a third party reasonably assumed by the Service Provider not to have breached a duty of confidentiality in making such disclosure to the Service Provider;

b) prevent disclosure by the Service Provider of any Confidential Information if and solely to the extent that the Service Provider is required to disclose such Confidential Information by law or by order of a court, tribunal or other competent body PROVIDED THAT except as prohibited by law, the Service Provider shall promptly notify SCA of the proposed disclosure of any Confidential Information pursuant to this Clause.

**9.4.** The Service Provider may use the Confidential Information for the purpose of providing the Services and may disclose the Confidential Information to such of its directors, officers, employees, permitted sub-contractors and agents as may require access to same for the purpose of performance by the Service Provider of its obligations hereunder, provided that such persons to whom Confidential Information is disclosed are subject to the same confidentiality obligations as the Service Provider and shall enter into a suitable secrecy agreement in the form approved by SCA, or, insofar as that is not reasonably practicable, the Service Provider shall ensure that such persons are made aware of and perform such obligations.

**9.5.** The Service Provider acknowledges and agrees that it shall not:

- (a) disclose, advertise or publicise the fact of its engagement pursuant to this Agreement or its role with regard to the Services; or
- (b) include the name or logo of the SCA and/or the National Treasury Management Agency,

in any publications including without limitation marketing materials, tenders, client proposals or social media posts, without the prior written consent of the SCA in each case.

## **10. Representations and Warranties**

**10.1.** The Service Provider represents and warrants to the SCA that:

- (a) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) the execution, delivery and performance by it of this Agreement has been authorised in accordance with all necessary action on its part;
- (c) each of the obligations of the Service Provider under this Agreement constitutes its legally binding obligations;

- (d) in performing the Services, the Service Provider shall not infringe the intellectual property rights of any third party;
- (e) the Services shall be performed in compliance with all applicable laws and applicable professional conduct rules, standards, regulations and laws which apply to the Service Provider;
- (f) all written information furnished by or on the Service Provider's behalf to the SCA in connection with or pursuant to this Agreement was true and accurate when given (and continues to be so) in all material respects and there are no other facts or matters of which the Service Provider is aware, after due and careful enquiry, the omission of which would have made or would make any such information misleading, inaccurate or untrue in any material respect, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry;
- (g) the Service Provider is not aware of any material facts or circumstances that have not been disclosed to the SCA which might, if disclosed, materially and adversely affect the decision of a prudent person considering whether or not to enter into this Agreement with the Service Provider.

## **11. Data Protection**

- 11.1.** Within this Clause 11 the terms "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Data Protection Legislation and the terms "Processed" and "Process" shall be construed in accordance with the definition of "Processing".
- 11.2.** The Service Provider agrees that to the extent that it Processes Personal Data for or on behalf of the SCA, it is subject to, and agrees to comply fully with the Data Protection Legislation.
- 11.3.** The Service Provider shall cooperate with the SCA and take reasonable steps requested by the SCA where required for the SCA to comply with any notification or other obligations applicable to the SCA under the Data Protection Legislation.
- 11.4.** In respect of the Processing of Personal Data by the Service Provider or its Personnel under or in connection with the Agreement, the Service Provider shall, and shall procure that its Personnel shall:
- (a) only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Agreement or otherwise in accordance with documented instructions of the SCA from time to time;
  - (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by the SCA;
  - (c) promptly comply with any request from the SCA requiring the Service Provider to amend, transfer or delete any Personal Data (subject to the Service Provider's obligations under applicable law (if any) to keep copies of any Personal Data);
  - (d) implement appropriate technical and organisational measures to:
    - (i) protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure;
    - (ii) comply with Data Protection Legislation; and
    - (iii) ensure the protection of the rights of the Data Subject;
  - (e) Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause the SCA in any way to be in breach of the Data Protection Legislation;
  - (f) provide written evidence of the Service Provider's compliance with Data Protection Legislation as may be requested by the SCA from time to time;
  - (g) cooperate and assist, as requested by the SCA, and put appropriate technical and organisational measures in place to enable the SCA to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by

the Service Provider under the Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);

- (h) not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of the SCA (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of the SCA, is required in order to lawfully effect any such transfer of Personal Data);
- (i) at the request of the SCA or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Agreement which shall be carried out by the SCA, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and
- (j) cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, termination of the provision of the Services to which it relates and as soon as possible thereafter, at the SCA's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Service Provider shall confirm in writing that this sub-clause has been complied with in full. The obligation to return or delete Personal Data under this sub-clause shall not apply to the extent the Service Provider is obliged by applicable law to keep copies of the Personal Data.

**11.5.** The Service Provider shall notify the SCA as soon as reasonably practicable and in any event within twenty-four (24) hours of:

- (a) receiving any legally binding request for disclosure of Personal Data from a law enforcement or other competent authority unless prohibited by law from doing so;
- (b) receiving any request directly from a Data Subject without responding to that request, unless required by law to respond or otherwise authorised by the SCA to do so;
- (c) receiving any correspondence, notice or other communication whether orally or in writing from the relevant data protection regulator or any other regulator or person, relating to the Personal Data; or
- (d) becoming aware of a breach of this Clause 11.

**11.6.** Without prejudice to any other provision of the Agreement, the SCA may, on reasonable notice, request a detailed written description of (i) the technical and organisational methods employed by the Service Provider and its sub-processors (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by the Service Provider on behalf of the SCA containing at least the amount of detail as required by Article 30(2) of the GDPR. Within ten (10) days of receipt by the Service Provider of the SCA's written request (which shall include a detailed description of the SCA's requirements), the Service Provider shall deliver a written report to the SCA in sufficient detail that the SCA can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the Data Protection Legislation and in accordance with the Agreement.

**11.7.** Without prejudice to the other provisions of this Clause 11, if the Service Provider or any member of its Personnel becomes aware of any Data Protection Incident, then the Service Provider shall, without undue delay, notify the SCA by telephone and by email. The Service Provider shall, at no additional cost to the SCA, provide the SCA with all resources, assistance and cooperation as are required by the SCA for the SCA to notify the Data Protection Commission (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of a Data Protection Incident and for the SCA to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for the SCA to notify the relevant Data Subjects of such Data Protection Incident, as applicable. For the purposes of this sub-clause, "Data Protection Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

- 11.8.** The Service Provider shall, at no additional cost to the SCA, provide the SCA with all resources and assistance as are required by the SCA for the SCA to discharge its duties pursuant to Articles 35 and 36 of the GDPR including, but not limited to, promptly at the request of the SCA providing information in respect of any data protection impact assessment which the SCA conducts.
- 11.9.** The Service Provider may only authorise a third party (a “Sub-processor”) to process the Personal Data being processed for or on behalf of the SCA with the prior written consent of the SCA and provided that:
- (a) the Sub-processor's contract is on terms which are substantially the same as those set out in this Clause 11;
  - (b) the Sub-processor will be subject to the same obligations as those which the Service Provider is subject to under this Clause 11; and
  - (c) the Sub-processor immediately ceases to Process Personal Data on termination of the Agreement for any reason.
- 11.10.** Where the Service Provider appoints or otherwise uses the services of a Sub-processor, the Service Provider shall be fully liable to the SCA for the performance, acts and omissions of such Sub-processor. Nothing in this Clause 11 shall relieve the Service Provider of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 11.11.** The Service Provider agrees to adhere to the terms of any approved code of conduct under Article 40 of the GDPR or any approved certification mechanism under Article 42 of the GDPR.
- 11.12.** The Service Provider agrees not to use any Personal Data which it processes on behalf of the SCA for direct marketing purposes without the prior written authorisation of the SCA.
- 11.13.** The Service Provider agrees and warrants that the technical and organisational measures referred to in this Clause 11 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.
- 11.14.** The Service Provider further agrees and warrants that the processing of the Personal Data has been and will continue to be carried out in accordance with the Data Protection Legislation.
- 11.15.** In the event that the Service Provider provides curricula vitae or other Personal Data of its Personnel to the SCA in the course of tendering for or providing the Services, the Service Provider warrants to the SCA that it has taken all measures required under the Data Protection Legislation to enable the SCA to retain and use such Personal Data for the purpose of assessing tenders and/or reviewing the performance of the Services.
- 11.16.** Nothing in this Clause 11 shall relieve the Service Provider of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 11.17.** The Service Provider shall indemnify the SCA against (i) all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person and/or (ii) any liability incurred by the SCA, in either case as a result of the Service Provider’s breach of this clause 11 or as a result of the Service Provider’s unauthorised and/or unlawful processing, disclosure, destruction of and/or damage to any personal data obtained from (or held by the Service Provider or its personnel on behalf of) the SCA.

## **12. Tax and PAYE**

- 12.1.** The Service Provider must, when requested, provide the SCA with evidence of tax clearance by the Irish Revenue Commissioners, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status. By providing information for electronic verification, the Service Provider grants permission to the SCA to use such information in order to verify the Service Provider’s tax clearance status. The SCA may refuse to pay the Service Provider for Services unless at the time for payment it has

received from the Service Provider current and valid evidence required under this Clause 12.1.

- 12.2. The Service Provider agrees and warrants that it will comply with all employee payroll tax obligations in Ireland, including PAYE, and provide evidence of same to the SCA upon reasonable request.
- 12.3. Where the Service Provider is not incorporated in Ireland and its employees working in Ireland to provide the Services are not employed by an Irish company, the Service Provider must provide the SCA with all relevant employee details, including salary, days worked in Ireland and days worked outside of Ireland etc., provide proof of PAYE registration where required, and proof that PAYE is being operated where required.
- 12.4. Where the Service Provider is not incorporated in Ireland the Service Provider shall be liable for and will indemnify the SCA in the event the Service Provider does not operate employment tax as required by Irish law resulting in the NTMA having tax liabilities (under Section 985D TCA 1997) and agrees to pay to the SCA the amount of employment taxes due plus any interest and penalties determined by the Revenue Commissioners.

### **13. Conflicts of Interest**

- 13.1. Any actual or potential conflict of interest, whether professional or commercial, must be fully disclosed in writing by the Service Provider to SCA as soon as any such actual or potential conflict becomes apparent.
- 13.2. In the event of any such actual or potential conflict of interest being disclosed by the Service Provider to SCA, SCA will, in its absolute discretion, decide on the appropriate course of action. If SCA determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Service Provider has demonstrated to the reasonable satisfaction of SCA that the Service Provider has in place appropriate safeguards and measures to manage the conflict, then SCA may decide to take no action.
- 13.3. SCA may, in its absolute discretion, decide to terminate the Agreement where an actual or potential conflict arises and is not brought to the attention of SCA.

### **14. Environmental, Social and Labour Law**

- 14.1. The Service Provider shall comply, and shall ensure compliance by its subcontractors (if any), with:
  - a) all applicable obligations in the field of environmental, social and labour law that apply in Ireland, that have been established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU;
  - b) all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of performing the Services; and
  - c) the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003,

and the Service Provider acknowledges that the SCA shall have no liability in respect of the Service Provider's compliance or non-compliance with such obligations.

- 14.2. Without prejudice to the generality of Clause 14.1 above, the Service Provider acknowledges that the SCA shall have no liability for any increase in salaries that may be payable as a result of the

application of the Protection of Employees (Temporary Agency Work) Act 2012 to the provision of the Services.

## **15. Registrable Interest**

**15.1.** Any Registrable Interest involving the Service Provider or any of its subcontractors and the SCA, members of the Government, members of the Oireachtas, or employees and officers of the SCA and their Relatives must be fully communicated to the SCA immediately upon such information becoming known to the Service Provider or subcontractor. The terms “Registrable Interest” and “Relative” shall be interpreted in accordance with Section 2 of the Ethics in Public Office Acts 1995 and 2001. The SCA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Agreement and/or any other contract entered into with the Service Provider.

## **16. Termination**

**16.1.** This Agreement may be terminated by SCA immediately in writing (without prejudice to any other rights and remedies it may have):

- a) if, in the reasonable opinion of SCA, there has been material breach, default or negligence by the Service Provider of its obligations under this Agreement, which have not been remedied by the Service Provider within 10 (ten) days (or such other period notified by SCA) of SCA notifying the Service Provider of such breach, default or negligence; or
- b) if the Service Provider makes any composition or arrangement with its creditors or enters into voluntary or compulsory liquidation (except for the purposes of reconstruction or amalgamation) or has any receiver or manager appointed over any of its assets or carries on business under an examiner; or
- c) if the Service Provider has conducted itself in a manner tending to bring itself or SCA into disrepute; or
- d) if the performance of the Service Provider’s duties hereunder is not satisfactory in the reasonable opinion of SCA; or
- e) if any of the grounds set out in Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply.

**16.2.** SCA may terminate or suspend this Agreement, or any part thereof, without cause at any time by notice in writing to the Service Provider to take effect on the date notified by SCA that is at least 30 (thirty) days after the date of the notice.

**16.3.** If SCA suspends performance of any of the Services, in whole or in part, pursuant to Clause 16.2 (and such suspension is not due to the Service Provider’s default or breach of this Agreement) for a continuous period of six months, the Service Provider may at the end of that period issue a written notice to SCA requiring SCA to lift the suspension. If SCA does not lift the suspension within 30 days of receiving the written notice, the Service Provider shall be entitled to terminate the provision of those Services.

**16.4.** This Agreement may be terminated by the Service Provider immediately in writing (without prejudice to any other rights and remedies it may have) if, in the reasonable opinion of the Service Provider, there has been material breach or default by the SCA of its obligations under this Agreement, which have not been remedied by the SCA within 10 (ten) days (or such longer period notified by the Service Provider) of the Service Provider notifying the SCA of such breach or default.

**16.5.** On termination of this Agreement by SCA for any reason, or by the Service Provider in accordance with Clause 16.3 or 16.4:

- a) the Service Provider shall be entitled to payment for such Services as have been properly completed in accordance with this Agreement up to the date of termination less any amounts due or payable to SCA pursuant to this Agreement or arising from such termination. Such payments for Services duly performed shall be the only payment to which the Service Provider shall be entitled;
- b) in the case of a breach of this Agreement by the Service Provider, SCA may deduct from any amount due or to become due to the Service Provider its reasonable estimate of the additional cost SCA may incur in obtaining the Services from another service provider because of the breach or termination;
- c) SCA shall not be liable to the Service Provider for any losses suffered or incurred by the Service Provider arising out of or in connection with (i) the termination of this Agreement in accordance with this Agreement for any reason or (ii) performance of this Agreement in accordance with its terms.

## **17. Force Majeure**

**17.1** A party affected by Force Majeure (the “affected party”) shall notify the other party promptly in writing of the nature and extent of the circumstances in question. Both parties shall consult each other and make every reasonable effort to mitigate the effect of such Force Majeure in relation to their obligations under the Agreement.

**17.2.** Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party’s performance of this Agreement is prevented or delayed by reason of Force Majeure, and provided the affected party has notified the other party of delay due to Force Majeure in accordance with Clause 17.1, the time for performing the affected obligation shall be extended appropriately.

**17.3.** The Force Majeure shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party performing its obligations under the Agreement.

**17.4.** The affected party shall notify the other party immediately in writing once the Force Majeure has ended and shall forthwith resume performing its obligations.

**17.5.** If a Force Majeure continues for more than six months, such that the performance of Services becomes impossible, either party may terminate the Agreement by giving notice in writing to the other party. Such termination shall be without prejudice to either party’s accrued rights at the date of termination.

## **18. Ethics in Public Office**

The Service Provider warrants to SCA that neither the Service Provider nor any person on the Service Provider’s behalf has committed any offence under the Criminal Justice (Corruption Offences) Act 2018 or the Ethics in Public Office Acts 1995 to 2001 in connection with this Agreement or the Services, and nor will they commit any such offence.

## **19. Waiver**

Any party’s failure to enforce, or delay in enforcing any provision of this Agreement will in no way affect its right thereafter to require 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 provision or be a waiver of the provision itself. The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

## 20. Variations

A variation of this Agreement is valid only if it is in writing and signed by an authorised representative of each party.

## 21. 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 becomes invalid, illegal or unenforceable, the validity and legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.

## 22. Notices

22.1. Unless otherwise specified, any communication to be made under or in connection with this Agreement shall be made in writing and may be made by email or letter.

22.2. The email and postal address (and contact name for whose attention the communication is made) of each party is:

d) in the case of the Service Provider:

Postal Address	Email Address	Attention:
[ • ]	[ • ]	[ • ]

e) in the case of SCA:

Postal Address	Email Address	Attention:
State Claims Agency, National Treasury Management Agency, Treasury Dock, North Wall Quay, Dublin 1	[ • ]	[ • ]

or such other email or postal address as may be notified by either party to the other party to this Agreement.

22.3. Notice by email shall be deemed to have been delivered when received in legible form at the email addresses outlined in sub-clause 2 above. Notice by letter shall be deemed to have been delivered when received (if hand delivered) or five working days after posting (if sent by ordinary prepaid post) or one working day after posting (if sent by registered post).

## 23. Entire Agreement

This Agreement constitutes the whole and only agreement between the parties relating to the Services and there are no prior or contemporaneous agreements between the parties with respect to the Services. Each party acknowledges that it has not relied on any representation which is not expressly set out herein.

## 24. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute one and the same agreement.

## 25. Electronic Signatures

The parties each consent and agree to the execution of this Agreement by way of electronic signature by or on behalf of either party or both parties.

**26. Governing Law & Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of Ireland. Each of the parties hereto submits to the exclusive jurisdiction of the Courts of Ireland.

**IN WITNESS** of which this document has been executed on the date first written above.

**Signed for and on behalf of the  
National Treasury Management Agency**

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**Authorised Signatory**

**Signed for and on behalf of the  
Service Provider**

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**Authorised Signatory**

## **Schedule**

### **Part 1 - Services**

The Services required shall include but may not be limited to the following and shall include all other services that are reasonably ancillary and incidental thereto:

[ ]

### **Tender Proposals**

The following sections of the Service Provider's tender are hereby incorporated into the Agreement (appended separately):

### **Part 2 - Fee**

[ ]

[The Fee is fixed and free from fluctuations in exchange rates and other costs and no price variation shall be allowed for any rise or fall in the cost of labour, materials etc.]

[The Fee is free of any caveats or conditions.]

[Rates]

The SCA reserves the right to request a fixed fee for any Additional Services should it deem it expedient to do so in its absolute discretion.

### **Part 3 - Key Personnel (Clause 3)**

[ ]